

City of Westlake

4001 Seminole Pratt-Whitney Road
Loxahatchee, FL 33470
561-530-5880
Westlakegov.com

Regular Meeting
Monday, July 11, 2016

Meeting Location
Westlake Community Center
4005 Seminole Pratt-Whitney Road
Loxahatchee, FL 33470
7:00 PM

City Council Members

Mayor	Roger Manning
Seat 1	John Stanavitch
Seat 2	Kara Crump
Seat 3	Phillip Everett
Seat 4	Vacant

City of Westlake

July 7, 2016

City Commission
City of Westlake

Dear Mayor and Commissioners:

A regular meeting of the City Commission of the City of Westlake will be held Monday, July 11, 2016 at 7:00 p.m. at the Westlake Community Center, 4005 Seminole Pratt Whitney Road, Loxahatchee, 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. Consent Agenda
 - Approval of Minutes of June 27, 2016 Meeting
6. Resolutions
 - Resolution 01-2016, Adopting Rules of City Council, Providing for Definitions, Providing for Meeting Days, Time and Location, Providing Rules for the conduct of the Public Business Meetings, and Providing an Effective Date
7. Appointment of Council Member to Seat 4
8. Oath of Office for Seat 4
9. Review and Discussion of Proposed Budget for Fiscal Years 2016 and 2017
10. Consideration of Agreement for City Attorney Services (Action Item)
11. Consideration of Agreement for City Management Services (Action Item)
12. Authorization to Proceed with a Request for Proposals for Planning Services (Action Item)
13. Authorization to Proceed with a Request for Proposals for Engineering Services (Action Item)
14. Selection of City Seal
15. Palm Beach County League of Cities
16. Audience Comments on Other Items (3) Minute Time Limit
17. Adjournment

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

Sincerely,

Kenneth Cassel

Kenneth G. Cassel
Interim City Manager

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

Fifth Order of Business

**MINUTES OF INAUGURAL MEETING
CITY OF WESTLAKE**

The inaugural meeting of the City Commission of the City of Westlake was held on Monday, June 27, 2016 at 7:00 p.m. at the Westlake Community Center, 4005 Seminole-Pratt Whitney Road, Loxahatchee, Florida.

Present and constituting a quorum were:

Roger Manning	Mayor
John Stanavitch	City Council Seat 1
Kara Crump	City Council Seat 2
Phillip Everett	City Council Seat 3

Also present were:

Kenneth Cassel	Interim City Manager
Pam E. Booker, Esq.	Interim City Attorney
John Carter	Minto
Tara W. Duh	Lewis, Longman, Walker

The following is a summary of the minutes and actions taken during the June 27, 2016 City of Westlake Commission Meeting.

FIRST ORDER OF BUSINESS

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

Oath of Office

Mr. Cassel, being a Notary Public of the State of Florida, administered the Oath of Office to Mr. John Stanavitch, Ms. Kara Crump, Mr. Phillip Everett, and Mr. Roger Manning.

Mayor Manning thanked the Council for their service to the City.

FOURTH ORDER OF BUSINESS

Appointment of Interim City Manager

Mayor Manning suggested Mr. Cassel serve as the Interim City Manager.

On MOTION by Mr. Everett seconded by Mr. Stanavitch with all in favor Mr. Cassel of Severn Trent Services was appointed as the Interim City Manager.

June 27, 2016

FIFTH ORDER OF BUSINESS

Appointment of Interim City Attorney

Mayor Manning suggested Ms. Booker serve as the Interim City Attorney due to her experiences as a city attorney.

On MOTION by Mr. Everett seconded by Ms. Crump with all in favor Pam E. Booker, Esq. was appointed as Interim City Attorney.

SIXTH ORDER OF BUSINESS

Filling Vacant City Council Seat

Ms. Booker reviewed the procedure to fill a vacancy in accordance with the City Charter. Seat 4 is currently vacant and the Council has 30 days to fill the vacancy.

SEVENTH ORDER OF BUSINESS

Scheduling of Future Meetings

The Council reviewed the proposed meeting schedule.

- July 11, 2016
- July 25, 2016
- August 8, 2016
- August 22, 2016
- September 12, 2016
- September 26, 2016
- October 10, 2016

On MOTION by Mr. Everett seconded by Ms. Crump with all in favor the meeting schedule was approved with the removal of the August 8, 2016 meeting.

EIGHTH ORDER OF BUSINESS

Request Authorization to Proceed

Mr. Cassel explained Ms. Booker and he need authorization to proceed with several items that will need to be brought back to the Council for approval. These items include, but are not limited to rules of adoption, proposed budget for Fiscal Year 2017, proposed millage rates, agreements for City Attorney and City Manager.

On MOTION by Ms. Crump seconded by Mr. Everett with all in favor Mr. Cassel and Ms. Booker were authorized to proceed with all necessary items.

NINTH ORDER OF BUSINESS

Public to be Heard

There being no comments from the public, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

There being no further business, the meeting adjourned at 7:13 p.m.

Kenneth Cassel
Interim City Manager

Roger Manning
Mayor

Sixth Order of Business

RESOLUTION 01-2016

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, ADOPTING RULES OF CITY COUNCIL, PROVIDING FOR DEFINITIONS, PROVIDING FOR MEETING DAYS, TIME AND LOCATION, PROVIDING RULES FOR THE CONDUCT OF THE PUBLIC BUSINESS MEETINGS, AND PROVIDING AN EFFECTIVE DATE.

Whereas, the City Council for the City of Westlake, Florida, was created on June 20, 2016, as the Supervisor of Elections, certified the election results of the referendum elections for the Seminole Improvement District election to convert and incorporate into the City of Westlake; and

Whereas, the City Council for the City of Westlake, Florida, will adopt policies, rules and guidelines for the operation of business activities for the City of Westlake, which business activities will be open to the public and will provide for public input and participation in the conduct of official City business; and

Whereas, the Rules of Council will provide notice to the public as to the day, time and location of future City Council meetings for the public's engagement in its local government's decision making process; and

Whereas, the adoption of rules, policies and guidelines are necessary for the orderly conduct of the business meetings of the City, the City Council for the City of Westlake, adopts the Rules of Council attached hereto as Exhibit "A".

NOW THEREFORE, be it resolved by the City Council for the City of Westlake, Florida as follows:

Section 1: The City Council for the City of Westlake adopts the Rules of Council as attached hereto as Exhibit "A".

Section 2: The City Council for the City of Westlake and the members of the public shall abide by the Rules of Council for the conduct of business meetings of the City as set forth herein and as may be amended from time to time, by the City Council for the City of Westlake.

Section 3: This Resolution of the City Council for the City of Westlake shall become effective immediately upon its passage.

Passed and adopted by the City Council for the City of Westlake, this _____ day of _____ 2016.

Attest:

City of Westlake

Ken Cassel, Interim City Manager

Roger Manning, Mayor

Approved as to Form:

Pam E. Booker, Interim City Attorney

RESOLUTION 2016-01

Exhibit "A"

**RULES OF CITY COUNCIL
FOR THE CITY OF WESTLAKE, FLORIDA**

SECTION 1: PURPOSE City Council deliberations and actions regarding official business for the City of Westlake, shall be open to the public. It is essential that rules, regulations and polices are enacted and in place for the effective and orderly conduct of local government's public business activities. These rule will provide guidance to the City Council members, the public and the applicants as to how the public meetings will be conducted. It is the intent that the public be allowed to fully participate in the public meetings in accordance with these rules and laws of this State. These rules are subject to change at the discretion of the City Council when it deems appropriate.

SECTION 2: DEFINITIONS For purposes of these rules, the following definitions shall prevail.

- (1) A "meeting" is a gathering of a quorum of the membership of the Council for the purposes of receiving information relating to public business, or for discussion of public business, or for final action upon public business.
- (2) A "regular meeting" is a meeting held pursuant to a schedule of such meetings as approved by the Council to enact ordinances and resolutions, conduct public hearings and otherwise discuss and act upon matters of public interest.
- (3) A "special meeting" is a meeting held on the call of the Mayor, or in his or her absence, at the call of the vice-mayor, or upon the request of a Councilmember to the City Manager with the concurrence of a majority of the members of the Council. A "special

meeting” is held for the purpose of addressing matters requiring the immediate attention of the Council or for the purpose of addressing matters which the Council has determined are best addressed at a special meeting. When a special meeting is called, the Mayor or members of the Council shall specifically state the purpose of the meeting and the Council shall address only those matters for which the meeting was called.

Seventy-two (72) hours notice must be provided to the public prior to holding a special meeting.

(4) A “workshop meeting” is an informal meeting held for the study, presentation and discussion of affairs of the City or for holding joint meetings with City Boards, receiving annual reports and/or presentation from the City’s Boards, committees, agencies or authorities. Workshop meetings will be held as scheduled and approved by the Council. No formal or binding action may be taken at these meeting other than to direct further consideration at a regular meeting.

(5) A “quorum” is a majority of the council. No action of the council shall be valid unless adopted by an affirmative vote of a majority of the councilmember in attendance, unless otherwise provided by law.

Section 3: MEETINGS

Location: All meetings of the Council shall be held at the Westlake Community Center, located at 4005 Seminole Pratt-Whitney Road, in Loxahatchee, Florida, unless another location is provided. The meetings shall be open to the public as provided by law.

Day/Time: Regular Meetings shall be held on the second and fourth Monday night of each month beginning on July 11, 2016, through September 26, 2016. Commencing October 10, 2016, regular meetings will be held on the second Monday of each month, at 7:00pm. Unless otherwise noticed, meetings will commence at 7:00pm. Should the scheduled date of a meeting fall on a day designated by law as a legal holiday, the meeting shall be held on a date as designated by the Council.

Public Notice: The Council shall provide public notice of the schedule of meetings and shall state the dates, times and places for such meetings. Public notice of any special meeting or any reconvened meeting shall be given before such meeting. Public notice shall be given by posting a copy of the notice at the Westlake Community Center. The City shall also supply copies of the notices of its meetings to any local newspaper of general circulation.

Workshop meetings may be held on the second or fourth Monday night of each month as directed by the City Council, and at times so specified by the Council.

All meetings of the City Council shall cease at 11:00pm, unless extended by a majority vote of the City Council. Any unfinished business of the City Council shall be considered at a time and place as set by the City Council.

SECTION 4: PUBLIC COMMENT The City Council, for the City of Westlake is committed to maintaining civility in public and political discourse during its business meetings. The public is also expected to maintain civility in addressing the City Council. The Public is required to complete a public participation card indicating the agenda item(s) they wish to address. The public participation card shall be provided to the City

Clerk and it shall be made part of the public record of the proceedings. Public comment shall be limited to three (3) minutes per person for all matters, during the regular meetings and workshop meetings. The speaker must provide their name and address for the record.

Public comment on quasi-judicial items and items that have been set for a formal public hearing shall only be allowed when those items are specifically heard by the City Council. All public comments must be addressed to the City Council as a body and not to individual council members. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council shall be prohibited from speaking further and may be removed from the meeting. After receiving public comment on a specific matter, public comments shall be closed and any further discussions shall be limited to the City Council members.

SECTION 5: MINUTES, AGENDAS, REPORTS AND PUBLIC HEARINGS

Minutes identifying all matters coming before the City Council and setting forth the action, if any, thereof, shall be promptly recorded and transcribed by the City Clerk, and such records shall be open to public inspection consistent with Florida law.

The City Manager and/or the City Attorney may place an item on the City Council regular agenda or the workshop agenda. The City Manager shall work with the Mayor to create the agenda prior to its publication. The majority of the City Council members may request that the City Manager's office place or remove an item from the regular agenda, and such regular agendas shall be further subject to the approval of the City Council preceding the conduct of business at each such meeting.

Should the City Council or any of its members wish to place or remove an item on an agenda, or if any member of the Council has a question or concern about an item, any such request or inquiry shall be directed to the City Manager's office for disposition as opposed to any Council member contacting any City officer, consultant, vendor, contractor or employee who is subject to the direction and supervision of the City Manager.

The agenda format shall be generally as follows: A call to order, pledge of allegiance, presentations, formal approval of the agenda, the consent agenda to include the approval of minutes, the regular agenda, public hearings, second readings of ordinances, first readings of ordinances, resolutions, public to be heard, new business, City Council members reports, City Manager's report, followed by items not specifically on the published agenda from the City Manager, the City Attorney, and members of the City Council.

Public hearings are formal, legally noticed hearings which the City Council conducts pursuant to state and/or federal law. All second readings of ordinances are conducted as formal public hearings. The Mayor will announce that this item calls for a public hearing. The applicant shall be given sufficient time to make their presentation to the City Council. Individual City Council members shall be allowed to ask questions. The public shall be allowed to comment. Discussions may be held by the City Council as a body. A motion will be made, a second of the motion shall be provided, followed by a roll call vote by the City Clerk.

SECTION 6: PUBLIC COMMENT FOLLOW-UP:

Any items received during the public comment portion of the regular agenda, may, at the discretion of the City Council, be discussed by the City Council at the time of such comments or presentation, the City Council may direct the City Manager to address for future action or resolution, or the topic may be added to a subsequent workshop agenda if a member of the City Council specifically makes such a request.

SECTION 7: VOTING Votes taken on ordinances, resolutions, and motions shall be by roll call and shall be recorded by the City Clerk. The roll call shall be on a rotating basis in accordance to the City Council seats. The position of Mayor shall be Seat 5.

Motion A Order of Rotation: Seat 1, Seat 2, Seat 3, Seat 4, Seat 5

Motion B Order of Rotation: Seat 2, Seat 3, Seat 4, Seat 5, Seat 1

Motion C Order of Rotation: Seat 3, Seat 4, Seat 5, Seat 1, Seat 2, etc.

No votes shall be taken on any non-published/non-agenda items, except upon the declaration of an emergency. Upon the making of a motion, and a second, the motion will be open for discussion by the City Council. Upon the completion of the discussion by the City Council, the City Clerk shall read the motion for the record, and the vote shall be taken.

SECTION 8: ORDINANCES AND RESOLUTIONS Ordinances and Resolutions shall be prepared by the City Attorney as directed by a majority of the City Council. Ordinances and resolutions may be requested by the City Manager, and prepared under the guidance of the City Attorney. Ordinances and resolutions may be prepared at the

initiative of the City Attorney. All ordinances and resolutions must be approved as to form by the City Attorney.

SECTION 9: DECORUM The Mayor shall be the presiding officer of all meetings and shall preserve strict order and decorum at all meetings. In conducting the public's business, the City Council is committed to the principles of civility, honor and dignity. Individuals appearing before the City Council are expected to abide by the same principles of decorum. No profanity, rude or derogatory comments, comments with impugn one's integrity, abusive comments, aggressive or threatening behavior shall be displayed by the City Council or members the public.

Florida Statutes, §871.01, provides that any individual displaying such conduct which willfully interrupts or disturbs any assembly of people for any lawful purpose commits a misdemeanor of the second degree, punishable as provided in §775.082 and §775.083. The person who willfully interrupts the meeting may be arrested.

SECTION 10: BOARDS AND COMMITTEES All appointments to city boards, commissions and committees whose members are not appointed by other entities, and in accordance to any State law restrictions, shall be made in accordance with the following procedures:

- (a) All appointments and vacancies to any city boards, commissions and committees shall be made on a nomination basis by each of the members of the City Council. The nomination shall be construed as a Motion to Appoint. To the extent possible, each council member shall be assigned an equal number of appointments.

(b) The City clerk shall maintain a record of the board and committee assignments. In the event a council member is unable to serve, or declines the appointment for whatever reason, then the Council member who nominated that council member shall have an opportunity to nominate a replacement appointee to fill the position.

SECTION 11: ATTENDANCE Attendance at all City Council members is necessary to conduct the business of the City. It is imperative that members are present to provide fair consideration on all matters which are before the City Council. Any member with three unexcused absences from regular council meetings or workshops during one fiscal year, may constitute grounds for forfeiture of office. The City Council shall review any reasons for the absence at the next regularly scheduled meeting. A vote by a majority of the City Council shall determine if the absence is excused or unexcused.


All members must vote on items which appear before the City Council for consideration, unless the Council members declares a conflict of interest consistent with the provisions of Florida Statutes §112.3143 and complies with the full and public disclosure requirements of Florida Statutes §112.3144, or other applicable laws.

SECTION 12: WAIVER OF RULES The City Council may, at any time, upon a motion and majority approval, waive all or a portion of these rules of procedure during the course of a meeting.

Seventh Order of Business

MEMORANDUM

To: Mayor Roger Manning
City Council Members
Ken Cassel, Interim City Manager

From: Pam E. Booker, Interim City Attorney 

Date: July 6, 2016

Subject: Filling of Vacancy

Pursuant to section (8)(4)(b), of the City Charter, entitled City Council, filling of vacancies, the vacant position for seat 4, of the City Council must be filled within thirty days following the vacancy. The specific language of the Charter states:

" . . . If, however, the remainder of the unexpired term exceeds 2 years and 81 days, the remaining councilmembers shall, within 30 days following the occurrence of such vacancy, by majority vote, appoint a person to fill the vacancy until the next regularly scheduled City election."

The vacancy occurred on June 21, 2016, the thirty days following the vacancy would be July 21, 2016. The next scheduled City Council meeting is on July 25, 2016, which would be more than thirty days following the vacancy. Therefore, to comply with the charter provisions, the vacancy must be filled on July 11, 2016. A majority vote by the Council is required to fill the position.

Furthermore, the vacancy for the transitional City Council position does not require that the appointed individual meet the qualifications of the seat for the appointment. The qualifications for council seats in the future will require that the individual be a registered voter and a resident of the City for a period of one year prior to qualifying for election. It is at the discretion of the City Council as to the appointment for this vacant position. Should you have any questions, or need any additional information, please do not hesitate to contact me.

Eighth Order of Business

OATH OF OFFICE

“I do solemnly swear (or affirm) that I, **KATRINA LONG-ROBINSON**, will support and protect and defend the Constitution and government of the United States and the State of Florida against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same; and that I am entitled to hold office under the Constitution of the United States and Constitution and Laws of the State of Florida, and that I will faithfully perform all the duties of the office of Councilman of the City of Westlake, Florida, upon which I am about to enter, so help me God.”

Katrina Long-Robinson, Councilwoman
City of Westlake

Dated: July 11, 2016

State of Florida
County of Palm Beach

Sworn to (or affirmed) and subscribed before me this 11th day of July, 2016, by Katrina Long-Robinson. Personally known _____ or produced identification

Type of identification produced _____.

Signature of Notary Public

(Notary Public Stamp)

Ninth Order of Business

CITY OF WESTLAKE

Proposed Budget (Fiscal Year 2016 and 2017)

(Version Date: July 7, 2016)

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CITY OF WESTLAKE
Annual Budget - General Fund
Year Ended September 30,2016

Summary Budget

Description	Conversion Plan (1)	Proposed Budget (2)	Variance Fav/(unfav)	Budget Change
REVENUES				
Guaranteed Deficit Contribution	\$ 440,000	\$ 535,966	\$ 95,966	21.8%
TOTAL REVENUES	\$ 440,000	\$ 535,966	\$ 95,966	21.8%
EXPENDITURES				
<u>Legislative</u>				
Legislative Salaries	34,000	51,000	(17,000)	50.0%
Legislative Salaries - Payroll Taxes	3,000	4,000	(1,000)	33.3%
Other Legislative	4,000	7,000	(3,000)	75.0%
Total Legislative	41,000	62,000	(21,000)	51.2%
<u>Administration</u>				
Executive / City Clerk	31,000	37,158	(6,158)	19.9%
Financial and Administrative	5,000	6,588	(1,588)	31.8%
General Government	16,000	27,220	(11,220)	70.1%
Audit	5,000	5,000	-	0.0%
Legal	13,000	69,000	(56,000)	430.8%
Start-up Costs	30,000	30,000	-	0.0%
Municipal Code Certification	50,000	50,000	-	0.0%
Contingency	24,000	24,000	-	0.0%
Total Administration	174,000	248,966	(74,966)	43.1%
<u>Planning & Zoning</u>				
Planning/Zoning/Engineering Services	25,000	25,000	-	0.0%
Comprehensive Planning	50,000	50,000	-	0.0%
Total Planning & Zoning	75,000	75,000	-	0.0%
<u>Public Safety</u>				
Law Enforcement (PBCSO)	150,000	150,000	-	0.0%
Total Public Safety	150,000	150,000	-	0.0%
TOTAL EXPENDITURES	440,000	535,966	(95,966)	21.8%
Revenues over (under) Expenditures	\$ -	\$ -	\$ -	n/a

Notes

- 1.) The conversion plan was based on 2 months of activity starting in August 2016
- 2.) The proposed budget was adjusted to include 3 months of activity starting in July 2016

CITY OF WESTLAKE
Annual Budget - General Fund
Year Ended September 30,2016

Detailed Budget

Description	Conversion Plan (1)	Proposed Budget (2)	Variance Fav/(unfav)	Budget Change
REVENUES				
Guaranteed Deficit Contribution	440,000	535,966	95,966	21.8%
TOTAL REVENUES	\$ 440,000	\$ 535,966	\$ 95,966	21.8%
EXPENDITURES				
<u>Legislative</u>				
Mayor/Commission Stipend	34,000	51,000	(17,000)	50.0%
FICA	3,000	4,000	(1,000)	33.3%
Other Legislative	4,000	7,000	(3,000)	75.0%
Total Legislative	41,000	62,000	(21,000)	51.2%
<u>Administration</u>				
Management Services	24,000	29,084	(5,084)	21.2%
City Clerking Services	7,000	8,074	(1,074)	15.3%
Accounting/Financial Services	5,000	6,588	(1,588)	31.8%
Legal	13,000	69,000	(56,000)	430.8%
Legal Advertising	-	3,500	(3,500)	n/a
Telephone	-	500	(500)	n/a
Postage	-	200	(200)	n/a
Insurance	-	1,260	(1,260)	n/a
Office Supplies	-	500	(500)	n/a
Audit	5,000	5,000	-	0.0%
General Government	16,000	21,260	(5,260)	32.9%
Start-up Costs	30,000	30,000	-	0.0%
Municipal Code Certification	50,000	50,000	-	0.0%
Contingency	24,000	24,000	-	0.0%
Total Administration	174,000	248,966	(74,966)	43.1%
<u>Planning & Zoning</u>				
Planning/Zoning/Engineering Services	25,000	10,274	14,726	-58.9%
Clerical Services	-	14,726	(14,726)	n/a
Comprehensive Planning	50,000	50,000	-	0.0%
Total Planning & Zoning	75,000	75,000	-	0.0% #
<u>Public Safety</u>				
Law Enforcement (PBCSO)	150,000	150,000	-	0.0%
Total Public Safety	150,000	150,000	-	0.0%
TOTAL EXPENDITURES	440,000	535,966	(95,966)	21.8%
Revenues over (under) Expenditures	\$ -	\$ -	\$ -	n/a

Notes

- 1.) The conversion plan was based on 2 months of activity starting in August 2016
- 2.) The proposed budget was adjusted to include 3 months of activity starting in July 2016

CITY OF WESTLAKE
Annual Budget - General Fund
Year Ended September 30,2017

Summary Budget

Description	Conversion Plan	Proposed Budget	Variance Fav/(unfav)	Budget Change
REVENUES				
Ad Valorem Taxes (<i>Millage Rate - 5.125</i>)	\$ 72,000	\$ 72,000	\$ -	0.0%
Tax Receipts - (Discounts)	(4,000)	(4,000)	-	0.0%
Half-Cent Sales Tax	1,000	1,000	-	0.0%
Permits and Fees (Cost Recovery)	156,000	156,000	-	0.0%
Guaranteed Deficit Contribution	950,000	1,118,197	168,197	17.7%
TOTAL REVENUES	\$ 1,175,000	\$ 1,343,197	\$ 168,197	14.3%
EXPENDITURES				
<u>Legislative</u>				
Legislative Salaries	204,000	204,000	-	0.0%
Legislative Salaries - Payroll Taxes	16,000	16,000	-	0.0%
Other Legislative	28,000	28,000	-	0.0%
Total Legislative	248,000	248,000	-	0.0%
<u>Administration</u>				
Executive / City Clerk	191,000	148,632	42,368	-22.2%
Financial and Administrative	25,000	41,565	(16,565)	66.3%
General Government	101,000	101,000	-	0.0%
Audit	7,000	7,000	-	0.0%
Legal	82,000	276,000	(194,000)	236.6%
Contingency	90,000	90,000	-	0.0%
Total Administration	496,000	664,197	(168,197)	33.9%
<u>Planning & Zoning</u>				
Planning/Zoning/Engineering Services	156,000	156,000	-	0.0%
Total Planning & Zoning	156,000	156,000	-	0.0%
<u>Public Safety</u>				
Law Enforcement (PBCSO)	275,000	275,000	-	0.0%
Total Public Safety	275,000	275,000	-	0.0%
TOTAL EXPENDITURES	1,175,000	1,343,197	(168,197)	14.3%
Revenues over (under) Expenditures	\$ -	\$ -	\$ -	n/a

CITY OF WESTLAKE
Annual Budget - General Fund
Year Ended September 30, 2017

Detailed Budget

Description	Conversion Plan	Proposed Budget	Variance Fav/(unfav)	% Budget Change
REVENUES				
Ad Valorem Taxes (<i>Millage Rate - 5.125</i>)	\$ 72,000	\$ 72,000	\$ -	0.0%
Tax Receipts - (Discounts)	(4,000)	(4,000)	-	0.0%
Half-Cent Sales Tax	1,000	1,000	-	0.0%
Permits and Fees (Cost Recovery)	156,000	156,000	-	0.0%
Guaranteed Deficit Contribution	950,000	1,118,197	168,197	17.7%
TOTAL REVENUES	\$ 1,175,000	\$ 1,343,197	\$ 168,197	14.3%
EXPENDITURES				
<u>Legislative</u>				
Mayor/Commission Stipend	204,000	204,000	-	0.0%
FICA	16,000	16,000	-	0.0%
Commission Expense	-	10,000	(10,000)	n/a
Other Legislative	28,000	18,000	10,000	-35.7%
Total Legislative	248,000	248,000	-	0.0%
<u>Administration</u>				
Management Services	191,000	116,336	74,664	-39.1%
City Clerking Services	-	32,296	(32,296)	n/a
Accounting/Financial Services	25,000	41,565	(16,565)	66.3%
Audit	7,000	7,000	-	0.0%
Legal	82,000	276,000	(194,000)	236.6%
Legal Advertising	-	4,500	(4,500)	n/a
Telephone	-	3,600	(3,600)	n/a
Postage	-	1,500	(1,500)	n/a
Utilities	-	4,500	(4,500)	n/a
Insurance	-	5,040	(5,040)	n/a
Office Supplies	-	2,500	(2,500)	n/a
General Government	101,000	79,360	21,640	-21.4%
Contingency	90,000	90,000	-	0.0%
Total Administration	496,000	664,197	(168,197)	33.9%
<u>Planning & Zoning</u>				
Planning/Zoning/Engineering Services	97,096	97,096	-	0.0%
Clerical Services	58,904	58,904	-	0.0%
Total Planning & Zoning	156,000	156,000	-	0.0%
<u>Public Safety</u>				
Law Enforcement (PBCSO)	275,000	275,000	-	0.0%
Total Public Safety	275,000	275,000	-	0.0%
TOTAL EXPENDITURES	1,175,000	1,343,197	(168,197)	14.3%
Revenues over (under) Expenditures	\$ -	\$ -	\$ -	n/a

Tenth Order of Business

Pam E. Booker, Esq.

2040 S. W. Kasim Terrace
 Port St. Lucie, FL 34953
 (772) 971-8676

**PROFESSIONAL
 PROFILE**

Experienced local government attorney at one of the fastest growing Cities in the nation with approximately twenty years experience in various areas of local government practice, including circuit court, appellate court and federal court litigation. Effectively works with government officials, the public and staff to advise the City on all legal matters with a focus on avoiding costly litigation.

**BAR
 MEMBERSHIP**

Florida Bar, Admitted	October 1994
U.S. Federal Court Southern District of Florida, Admitted	October 1998

**LEGAL
 EXPERIENCE**

CITY OF PORT ST. LUCIE	April 2014-February 2016
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City Attorney

Responsible for Management of the Legal Department and all of the legal matters for the City of Port St. Lucie, including legal advisor to the City Council, the City Manager and Department Heads on various legal issues. Responsible for management of outside council for complex litigation involving the City and for issuing legal opinions on legal matters as they arise.

Senior Assistant City Attorney	March 1997-April 2014
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Acting City Attorney in the absence of the City Attorney, responsible for advising the City Council and City Manager on all legal matters that arise. Previously responsible for property acquisitions, review of purchasing contracts, review of multi-million dollar water and sewer installation services contracts, review of plats, and general counsel for various departments on multiple City issues.

Planning & Zoning Board Attorney, responsible for representation of the board for all matters appearing before the board. Responsible for representing the City in negotiating complex contracts with multiple developers regarding annexation, transportation and development rights. Several of these transactions involved complex bond funding.

Community Redevelopment Agency Board Attorney, responsible for representation of the Community Redevelopment Agency ("CRA") including review of several bond financings and Council for the establishment of the CRA. Responsible for providing legal opinions and legal advice in writing and orally for various statutes, ordinances, the constitution, and case law for a variety of legal issues which have occurred during my tenure at the City of Port St. Lucie.

Pam E. Booker, Esq.

Resume-Page Two

**LEGAL
EXPERIENCE**

Circuit Court Practice

Represented the City in a breach of contract case over former Chief of Police termination. Case was dismissed based upon a Motion to Dismiss for failure to state a cause of action. Represented the City in suit for injunctive relief regarding City's bidding procedures under Florida Statutes, Chapter 255. The request for injunctive relief was denied by the Circuit Court. Represented the City in a breach of contract issue on a multi-million dollar road construction project. The case settled based upon the construction engineers estimates. Represented the Expressway Authority and Florida Department of Transportation for an environmental challenge and request for injunctive relief objecting to transportation funding for a bridge over the St. Lucie River. The request for injunctive relief was denied. Represented the City in civil forfeiture proceedings.

Appellate Practice

Represented the City in the appeal of the complaint for injunctive relief for alleged violations of Florida Statutes, Chapter 255, for bidding procedures and posting of a bond for a construction project. The lower court's decision was affirmed on appeal, injunctive relief was denied.

Represented the City twice in a case of first impression, in appellate practice before the Fourth District Court of Appeals regarding stormwater litigation and notice requirements under Florida Statutes, Chapter 197. The first case was brought on behalf of a large developer, the second case was brought as a class action suit. The City had to refund stormwater fees due to improper notice under Chapter 197.

Federal Court Practice

Worked with outside counsel representing the City in two federal court cases regarding sober homes and/or community residential facilities locating within the City and possible violations of the American's with Disabilities Act and the Fair Housing Act based upon reasonable accommodations.

Represented the City in Federal Court on a complaint based upon several constitutional claims violations in a zoning matter for alleged discrimination against a church locating in a strip shopping center. The case was settled.

Represented the City in Federal Court on an alleged Federal Telecommunications Act violation case. The case was dismissed in a Motion for Summary Judgment based upon the record below, statutory interpretation and case law analysis.

Pam E. Booker, Esq.

Resume-Page Three

**LEGAL
EXPERIENCE**

Represented the City in a Federal Court case for Breach of Contract with Clear Channel Communications, regarding construction of billboards on City owned property. That case resulted in a settlement agreement wherein the City pays no attorney's fees.

Assisted in interviewing and witness's preparation of over forty witness, direct and cross examination of several witness in representation of the City during a two week trial in a federal discrimination case under 42 U.S.C. 1981 and 42 U.S.C. 1983.

SIMMONS & SOLOMON June 1994-March 1997

Solely responsible for family law practice, guardianships, representation for condominium associations, and litigation. A change of custody case was appealed to the Fourth District Court of Appeals, the change of custody for my client was affirmed by the Fourth District Court of Appeals.

Legal research as an intern and trial assistance. **Summer 1993**

COONEY, HALICZER, MATTSON & LANCE Summer 1993

Responsible for legal research and writing for a major insurance defense firm on complex legal liability issues post hurricane Andrew. Writing memorandums of law on various legal matters.

EDUCATION

Juris Doctor, University of Florida, Gainesville, FL 1994

Virgil Hawkins Scholarship Recipient

Public Interest Fellowship Recipient

**Bachelor of Science Business Administration, Finance/
Insurance, University of Florida, Gainesville, FL 1991**

**PROFESSIONAL
ASSOCIATIONS**

Board of Directors Pace Center for Girls **2015-2016**

Board of Directors First Tee of the Treasure Coast **2016**

Florida Bar Judicial Administration & Evaluation Committee **2014-2016**

Vice-President Port St. Lucie Business Women's Association **2010-2011**

President, Port St. Lucie Bar Association **2003-2004**

Vice-President, Port St. Lucie Bar Association **2002-2003**

Treasure Coast Women's Lawyers Association **2001-2004**

References Shall be Provided Upon Request

Law Offices of Pam E. Booker, Esq.

Riviera Beach, FL 33404

(772) 971-8676

July 11, 2016

City Council
City of Westlake
4005 Seminole Pratt Whitney Road
Loxahatchee, FL 33470

Ref: Agreement for City Attorney Services

Dear Mayor and Council Members:

I am pleased that you choose to engage my services as legal counsel for the City of Westlake. This is an exciting opportunity as we embark on the creation of a new City, with your leadership and guidance, you can create the City of your collective vision. I have been in local government for approximately twenty years, most recently serving as City Attorney for one of the largest cities in the state of Florida. In that twenty-year period, I gained experience in the areas of land use and zoning, community redevelopment areas, annexations, municipal finance, procurement and contract law, litigation and appellate representations to name a few. I am confident that those experiences will be beneficial to the City of Westlake.

Please allow this letter to set forth our understanding as to the nature and scope of the legal services I will provide for the City, the amount of my fees for those services, the manner in which my fees for those services shall be determined and the terms upon which you will make payment.

1. **Nature of Services:** You have engaged me to serve as City Attorney. My services will include the representation of the City, working with the Mayor, City Council, the City Manager and all administrative staff, in all legal matters relating to the City's affairs, from day to day administrative issues to the development of policies and programs from Council and the City Manager. The general services that the Firm will provide include, but are not limited to, all areas of general municipal law, land use and zoning, building, permitting, code enforcement and lien law, procurement and contract law, constitutional and legislative issues, as well as some litigation and dispute resolution in all administrative levels.

I will attend the regular, special and workshop meetings of City Council, Planning and Zoning meetings and meetings with the administration as they arise from time to time. If clerks or paralegals are used, there will not be additional costs for their services to the City.

Outside counsel may be required for more specialized services such as civil rights, labor and employment issues, collective bargaining, eminent domain, litigation, appellate representation, environmental and sustainability law, and municipal finance.

2. **Fees for Services:** You will be charged and agree to pay for my services on the following basis:

A. *Monthly Retainer Fee:*

The Firm will charge a base fixed retainer fee \$132.69 per hour, based upon a forty (40) hour work week, for an annual amount of \$276,000, to be paid in monthly increments of \$23,000.00, per month for the preparation of ordinances and resolutions and attending up to two regular monthly Council meetings, one monthly Planning & Zoning Board meeting and one monthly Code Enforcement Magistrate meeting, up to a total of 50 Council/Planning Advisory Board/Code meetings per year for the twelve-month period commencing July 2016. The fee also includes providing general legal advice to the City and its council members, attending meetings with other community representatives as required to carry out the legal services for the City.

The monthly retainer includes, the cost of liability insurance, medical benefits, training and continuing education courses. The monthly retainer includes the review of standard documents and response with comments, a quarterly report and a litigation report as needed. The drafting and preparation of legal documents will be included. The monthly retainer includes all telephone calls/email/teleconference/video conference with individual City Council members, the City Manager, staff, consultants, City Board members and Committee members as authorized by the City Council.

B. *Hourly Rate:*

The Firm will charge for those matters not covered by the base retainer fee, and hourly rate of \$225.00 per hour for all attorney's handling all other legal services including litigation, municipal bond financing, labor law and any other general legal advice or services including meeting with Council Members, the City Manager, staff and/or consultants related to such work, review and preparation of proposed ordinances, contract or other matters. The Firm's practice is to charge for actual time expended, but not less than 2/10ths of an hour for each activity.

C. *Fiscal Year Budget:*

For each fiscal year of the City, the compensation paid to the City Attorney under the terms and conditions of this agreement shall be an amount approved by the City in its fiscal year budget. Each fiscal year during the budget review and approval proceedings, the City may consider price adjustments to compensate

for market conditions and the anticipated type and amount of work to be performed by the City Attorney during the upcoming fiscal year of the City.

In the event the fiscal year budget is not approved prior to the first day of the fiscal year, the City Attorney's compensation under this Agreement will continue at the rate currently in effect at the time of renewal. Upon the approval of the fiscal year budget, there will be a retroactive fee adjustment, which will be invoiced on the first month thereafter.

3. **Costs:** In addition to attorney's fees included above, the Firm will add a 2.5% administrative fee to each bill to cover administrative cost such as delivery charges, communication services/telephone charges, photocopies, postage, faxes, legal software and computer research expenses.

Non-incident costs such as court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, expert fees, trial/hearing exhibit costs, investigation costs, and applicable lobbyist registration fees, will continue to be itemized and billed.

4. **Payment of Fees and Costs:** My invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered. You must understand that if any invoice remains unpaid for more than thirty (30) days after it is rendered, the firm reserves the right in our discretion (subject to court approval, if necessary) to cease to provide further legal services to you. You will, however be liable to the firm for the payment of any fees earned and any cost incurred by the firm through that time, together with applicable taxes.
5. **Representation of Other Clients:** The Firm is bound by the rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interest of another client, unless each such client consents to such representation after consultation. Should such a situation arise, you will be immediately informed and a proposed manner to address the conflict will be provided by the firm.
6. **Withdrawal from Representation and Termination:** The City may at any time choose to terminate this agreement with or without cause with ninety (90) days notice to the firm. The City will be liable for fees and costs incurred through the date of termination, including the monthly retainer. The firm likewise, reserves the right to withdraw from representing the City, if you have misrepresented or failed to disclose material facts to the firm or if we disagree about the course of action which should be pursued.

7. **Fees for Other Legal Services:** In the event the City requests the Firm to render legal services with respect to other matters outside the scope of this representation agreement, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph two of this letter.

8. **Governing Law:** This agreement shall be governed by the laws of the State of Florida, Palm Beach County. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

9. **Notices:** All notices will be in writing and shall be sent by certified mail, return receipt requested or by overnight delivery using a nationally recognized courier service.

Notices to City Attorney:
 Pam E. Booker
 2650 Lake Shore Drive, Unit 1704
 Riviera Beach, FL 33404

Notices to the City:
 City of Westlake, Mayor
 4001 Seminole Pratt Whitney Road
 Loxahatchee, FL 33470

Notices to City Manager:
 Severn Trent Environmental Services, Inc.
 210 North University Drive, Suite 702
 Coral Springs, Florida 33071
 Attn: Bob Koncar, General Manager

10. **Commencement of Representation:** If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and delivering it to the Firm. The Firm shall commence representation pursuant to the monthly retainer agreement as of June 27, 2016, with payment due for July 2016. At the discretion of the City Manager, the Firm shall commence work at the hourly rate contained herein as of the date of the City's acknowledgment and agreement below.

11. **Risk Management:** To the extent occasioned by the negligent act or omission or failure of the City Attorney, the attorney may defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or

liability, or any portion thereof, including attorney's fees and costs, the employees, or damage to property accessioned by a negligent act, omission or failure of attorney.

To the extent not attributable to the negligence or willful misconduct of the City, and to to extent permitted by Florida law and to the extent not attributable to the negligence or willful misconduct of Attorney, City shall indemnify, defend and hold harmless the attorney, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to person, the employees, or damage to property occasioned by a negligent act, omission or failure of the City. Nothing herein shall constitute or be construed as a waiver of the protections, immunities, and limitations of liability afforded City pursuant to Florida Statutes §768.28.

In the event that claim(s) raised against the Attorney on account of this agreement, or on account of the services performed hereunder, is/are covered under Attorney insurance policies, the Attorney shall not be responsible for any loss, damage or liability beyond the limits and conditions of such insurance policies. With respect to any other causes of actin and/or claims arising under this Agreement, or otherwise arising as a result of, or on account of, the services provided hereunder, Attorney total aggregate liability shall not exceed an amount equal to the amount of annual compensation for such services during the Agreement year in which such cause of action and/or claim is raised against the Attorney.

The Firm is honored to represent the City of Westlake and looks forward to a long and positive relationship as we build the City together. I appreciate the confidence you have placed in my Firm and will make every effort to perform my services in a prompt and efficient manner. If you have any questions or concerns, please do not hesitate to contact me to discuss your concerns.

Sincerely,
The Law Offices of Pam E. Booker, P.A.

By: Pam E. Booker, Esq.

ACKNOWLEDGEMENT AND AGREEMENT

Having been duly authorized by an affirmative majority vote of the members of the City Council for the City of Westlake, Florida, the undersigned has read this representation agreement and on behalf of the City of Westlake, Florida, agrees to the terms and conditions contained herein.

AGREED AND ACCEPTED on _____, 2016

City of Westlake, Florida

Roger Manning, Mayor

Eleventh Order of Business

**AGREEMENT BETWEEN
CITY OF WEST LAKE
AND
SEVERN TRENT ENVIRONMENTAL SERVICES, INC.
FOR MANAGEMENT SERVICES**

THIS AGREEMENT, made and entered into on this ____ day of July 2016, by and between the City of Westlake, Florida, hereinafter referred to as "**City**", and the firm of Severn Trent Environmental Services, Inc., hereinafter referred to as "**MANAGER**", whose address is 210 North University Drive, Suite 702, Coral Springs, Florida 33071.

WITNESSETH:

WHEREAS, the **CITY** desires to employ the services of the **MANAGER** for the purpose of providing the **CITY** with certain **CITY** municipal functions as more fully set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the **MANAGER** desires to provide such services to the **CITY** subject to the terms hereof,

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

ARTICLE 1. SCOPE OF SERVICES AND MANAGER RESPONSIBILITIES

- 1.1 The **CITY** hereby engages the **MANAGER** for the services described and set forth in Exhibit A and for the fees described in Exhibit B, attached hereto and incorporated by reference herein.
- 1.2 **MANAGER** may offer and/or the **CITY** may request that additional services be provided under this Agreement. In the event that the **MANAGER** and the **CITY** agree upon a change in the scope of services to be provided under this Agreement, the change in Compensation, if any, shall be agreed between the **CITY** and **MANAGER** and will be invoiced in accordance with this Agreement.
- 1.3 The **MANAGER** shall devote such time as is necessary to complete the duties and responsibilities assigned to the **MANAGER** under this Agreement.
- 1.4 All services will be rendered by and under the supervision of qualified staff in accordance with the terms and conditions set forth in this Agreement. Even though **MANAGER'S** staff may include licensed attorneys and engineers, the **CITY** acknowledges that **MANAGER** is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. Other than the requirement to render the services by and under the supervision of qualified staff, **MANAGER** makes no specific representation or warranty regarding the services or any deliverables to be provided

hereunder and any and all warranties arising by custom or usage in the profession, or arising by operation of law are hereby expressly disclaimed.

- 1.5 If the scope of services hereunder is ever amended to require the **MANAGER** to administer or supervise the **CITY's** personnel, the **MANAGER** shall not be responsible for any damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses resulting from the failure of the **CITY's** employees to follow the instructions of the **MANAGER**. Similarly, if in the course of providing the services required by this Agreement, the **MANAGER** follows the instructions of the **CITY**, the **MANAGER** shall not be responsible for any damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses resulting therefrom.
- 1.6 In performing the services hereunder, **MANAGER** may rely on information supplied by the **CITY** and **MANAGER** shall not be required to independently verify the accuracy and completeness of such information. In addition, although the **MANAGER** may participate in the accumulation of information developed by others necessary for use in documents required by the **CITY**, **MANAGER** is not responsible for verifying the accuracy of such information, except with respect to all services being provided by **MANAGER** as to the finances and accounting of the **CITY** and as otherwise provided herein.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF THE MANAGER

- 2.1 The signature on this Agreement by the **MANAGER** shall act as **MANAGER's** representation that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
- 2.2 The **MANAGER** acknowledges and agrees that it owes a duty of loyalty, fidelity and allegiance to act at all times during the term of this Agreement in the known interests of the **CITY** and to knowingly do no act which would injure the **CITY's** business, its interests, or its reputation. Further, the **MANAGER** shall not, during the term of this Agreement, engage in any activity which constitutes a Conflict of Interest (as defined below). For purposes of this Agreement, "Conflict of Interest" means any act or activity, or any interest in connection with, or any benefit from any act or activity, which knowingly is adverse to the interests of or would in any material way injure the **CITY**. Notwithstanding any provision to the contrary contained herein, this Section 2.2 shall not prohibit the **MANAGER** from providing for the benefit of any other special **CITY** services similar to the services provided **CITY** hereunder. It is specifically agreed to and understood that **MANAGER'S** provision of any such services to the **CITY** or to any other special **CITY** shall not constitute a conflict of interest under this Agreement.
- 2.3 The **MANAGER** warrants that it has not employed or retained any company or person, other than a bona fide employee or previously retained sales consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the **MANAGER** or a previously retained sales consultant any fee, commission, percentage,

gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

- 2.4 The **MANAGER** warrants and represents that it shall refrain from unlawful discrimination in performing its obligations under this Agreement.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE CITY

CITY represents and warrants that this Agreement, **CITY's** execution and delivery of this Agreement and **CITY's** performance of its obligations hereunder, have been duly and validly authorized by **CITY** by all necessary action. This Agreement has been validly executed and delivered by **CITY** and constitutes a legal, valid, and binding obligation of **CITY**, enforceable in accordance with its terms.

ARTICLE 4. COMPENSATION

- 4.1 The **CITY** agrees to compensate the **MANAGER** in accordance with the fee schedule set forth in Exhibit B.
- 4.2 For each fiscal year of the **CITY**, the compensation payable to the **MANAGER** under the terms and conditions of this Agreement shall be in an amount approved by the **CITY** in its fiscal year budget. Each fiscal year during the budget review and approval proceedings, the **CITY** may consider price adjustments to compensate for market conditions and the anticipated type and amount of work to be performed by the **MANAGER** during the upcoming fiscal year of the **CITY**.
- 4.3 In the event that the fiscal year budget is not approved prior to the first day of the fiscal year, the **MANAGER'S** compensation under this Agreement will continue at the rate currently in effect at the time of renewal. Unless such failure to approve the fiscal year budget arose out of the acts or omissions of **MANAGER**, the subsequent approval of the budget will result in a retroactive fee adjustment, which will be invoiced in the first month following approval of the budget.
- 4.4 Payment to the **MANAGER** for all services rendered shall be made on a monthly basis within thirty (30) days of the **MANAGER's** issuance of an invoice. Monthly invoices shall be sent to the property manager, if **CITY** is under contract with a property manager, for prior approval prior to payment.
- 4.5 Payment of ancillary service costs will be included in the monthly billing statement for reimbursement. The charges and fees are set forth in Exhibit C.

ARTICLE 5. TERM

- 5.1** This Agreement shall commence on the date hereof and shall continue until amended or terminated as described in section 5.2 below.
- 5.2** Either party may terminate the agreement for convenience and without liability therefor upon a written notice to the other party of at least ninety day (90) days prior to the termination date.
- 5.3** Upon the termination of this Agreement, (a) the **CITY** shall pay the **MANAGER** in full for all services rendered through the date of termination upon receipt of **MANAGER**'s invoice for such services ("Final Payment"); and (b) **MANAGER** will take all reasonable and necessary actions to transfer, within seven (7) days of receipt of Final Payment, in an orderly fashion to the **CITY** or its designee all of the **CITY**'s financial records, including computer records, in **MANAGER**'s possession.

ARTICLE 6. RISK MANAGEMENT

- 6.1** The **MANAGER** shall provide and maintain at **MANAGER**'s expense the following levels of insurance coverage at all times subsequent to the execution of this Agreement:
- (a) Professional Liability insurance with an aggregate limit of two million dollars (\$2,000,000) ; and
 - (b) Commercial Crime insurance with a per loss limit of one million dollars (\$1,000,000). Such insurance shall provide coverage for direct loss of money, security, or other tangible property sustained by **CITY** as a result of theft or forgery committed by an employee of the **MANAGER** not in collusion with an employee or official of the **CITY**.
 - (c) Workers' Compensation Insurance in accordance with the statutory obligations imposed by Florida law. Employer's Liability Insurance shall be provided with a minimum coverage of \$100,000 per accident/occurrence.
 - (d) Commercial General Liability Insurance with \$2,000,000 Combined Single Limit, per occurrence.
- 6.2** To the extent occasioned by the negligent act or omission or failure of the **MANAGER**, **MANAGER**, shall indemnify, defend and hold harmless the **CITY**, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to person, the employees, or damage to property occasioned by a negligent act, omission or failure of the **MANAGER**.
- 6.3** To the extent not attributable to the negligence or willful misconduct of the **CITY**, and to the extent permitted by Florida law and to the extent not attributable to the negligence or willful misconduct of **MANAGER**, **CITY** shall indemnify, defend and hold harmless the

MANAGER, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to person, the employees, or damage to property occasioned by a negligent act, omission or failure of the **CITY**. Nothing herein shall constitute or be construed as a waiver of the protections, immunities, and limitations of liability afforded **CITY** pursuant to Section 768.28, Florida Statutes.

- 6.4** In the event that claims(s) raised against the **MANAGER** on account of this Agreement, or on account of the services performed hereunder, is/are covered under **MANAGER's** insurance policies required hereunder, the **MANAGER** shall not be responsible for any loss, damage or liability beyond the policy amounts contractually required hereunder and the limits and conditions of such insurance policies. With respect to any other causes of action and/or claims arising under this Agreement, or otherwise arising as a result of, or on account of, the services provided hereunder, **MANAGER's** total aggregate liability shall not exceed an amount equal to the amount of the annual compensation for such services during the Agreement year in which such cause of action and/or claim is raised against the **MANAGER**.
- 6.5** Notwithstanding any provision to the contrary contained in this Agreement, in no event shall the **MANAGER** be liable, either directly or as an indemnitor of the **CITY**, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if the **MANAGER** has been advised of the possibility of such damages.

ARTICLE 7. MISCELLANEOUS

- 7.1 Entire Agreement.** The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.
- 7.2 Amendments.** No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.
- 7.3 Construction.** In construing this Agreement, the following principles shall be followed: (i) no consideration shall be given to the captions of the articles, sections, subsections or clauses, which are inserted for convenience in locating the provisions of this Agreement and not as an aid in construction; (ii) no consideration shall be given to the fact or presumption that any of the Parties had a greater or lesser hand in drafting this Agreement; (iii) examples shall not be construed to limit, expressly or by implication, the matter they illustrate; (iv) the word "includes" and its syntactic variants mean "includes, but is not limited to" and corresponding syntactic variant expressions; (v) the plural shall be deemed to include the singular, and vice versa; (vi) each gender shall be deemed to include the other genders; (vii) each exhibit, appendix, attachment and schedule to this Agreement is a part of this Agreement; and (viii) any reference herein or in any schedule hereto to any agreements entered into prior to the date hereof shall include any amendments or supplements made thereto.

7.4 **Force Majeure.** A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of "Force Majeure". In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination of the event or cause that excused performance hereunder. Force Majeure is defined as any act, event, or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability, of either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

7.6 **Notices.** All notices will be in writing and shall be sent by certified mail, return receipt requested or by overnight delivery using a nationally recognized courier service.

Notices required to be given to the **MANAGER** will be addressed to:

Severn Trent Environmental Services, Inc.
210 North University Drive Suite 702
Coral Springs, Florida 33071
Attn: Bob Koncar – General Manager

Notices required to be given to the **CITY** will be addressed to:

Mayor
4001 Seminole Pratt Whitney Road
Loxahatchee, FL 33470

With copy to: City Attorney

Pam E. Booker, Esq.
2650 Lake Shore Drive, Unit 1704
Riveria Beach, FL 33404

7.7 **Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this **AGREEMENT BETWEEN CITY OF WESTLAKE AND SEVERN TRENT ENVIRONMENTAL SERVICES, INC. FOR FINANCIAL MANAGEMENT SERVICES** on their behalf, at the times set forth below.

**Signed and Sealed
in the presence of:**

CITY OF WESTLAKE , FLORIDA

Witness

**By: The Honorable Roger Manning
Mayor**

**SEVERN TRENT ENVIRONMENTAL
SERVICES, INC.**

Witness

**By: Bob Koncar – General Manager –
Management Services Southeast**

Scope of Services

Exhibit A

City Manager Services:

- Supply an experienced City Manager (Kenneth G. Cassel) to be the City's chief administrator as enumerated in the City Charter.
- Manager shall attend all meeting of the City Council
- Manager shall attend and represent the City at appropriate and necessary meetings with all applicable County, and State entities.
- Manager shall perform the powers and duties as enumerated in the City Charter as adopted.
- Manager shall be reimbursed for memberships and dues associated with performing the City Manager Services.

Financial & Accounting Services:

- Attend monthly CITY Council meetings and be ready to answer questions concerning the financial scope of services as set forth herein.
- Maintain a Government Fund Accounting System in accordance with:
 - The Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting;
 - Generally Accepted Accounting Principles (GAAP); and
 - Government Accounting Standards Board (GASB) principles.
- Perform the day to day processing of accounts payable transactions to ensure the CITY's finances are maintained in an effective, up to date and accurate manner.
- Review and verify accuracy of invoices, vouchers, bills, statements and related documents by auditing them against the adopted budget, purchase orders, requisitions and contracts.

- Coordinate collection of all revenue and establishes process for recording receivables including water billing and collection.
- Work with local, state, and federal agencies to ensure all revenue is collected on time and all reports are filed according to Florida state regulations.
- Produce and submit monthly revenue and collection reports to the Mayor and CITY Council as of monthly financials
- Coordinate and process all payroll disbursements for CITY employees.
- Process direct deposits and other payroll deductions including but not limited to garnishment/child support, defined benefit contributions; unemployment claims and provide employment & income verification.
- Process and remit all federal and state payroll tax payments.
- Prepare all Federal and State Tax filings to meet statutory requirements.
- Track all sick, personal and vacation time according to the CITY's established policy.
- Coordinate and administer comprehensive employee compensation and benefit programs including but not limited to Health care, dental, life insurance, AD&D, short/long term disability, and defined benefit retirement plans.
- Prepare monthly financial reports as required by the Mayor and CITY Council.
- Reconcile and analyze balance sheet accounts and operating expense statements.
- Assist and prepare, in conjunction with the CITY staff and other governmental entities, to create the annual budget and budget amendments per GASB and Governmental Finance Officers Association (GFOA) standards.
- Conduct a fiscal analysis on an annual basis as part of the budget process and submit findings and recommendations to the Mayor and CITY Council.
- Coordinate and facilitate the annual audit process and prepare schedules required by the auditors.
- Prepare and submit documents required to meet the annual statutory reporting requirements.
- Coordinate the purchasing and renewal of appropriate amounts and types of insurance such as General Liability, Public Officials/Employment Practices, Property, Inland Marine, Equipment Breakdown, Automobile and Workers' Compensation insurance coverage.

Treasury Services:

- Assist in establishing all bank accounts and treasury requirements. Our team will implement policies and procedure to document, track and control all treasury transactions.
- Coordinate and implement the CITY's Investment Policies and Procedures pursuant to Chapter 218, of the Florida Statutes as directed by the Mayor and CITY Council.
- Produce timely reports on the performance of the CITY's investments as directed by the Mayor and CITY Council.
- Consult on special funding mechanisms/sources.
- Perform comparative analysis on building department fees and water rates.
- Assist in preparation and analysis of requests for proposals (RFPs) and request for qualifications (RFQs) as directed by the Mayor and CITY Council.

Capital Program Administration:

- Provide independent review of proposed capital improvement program and provide recommendations to the Mayor and CITY Council on implementation.
- Prepare a five year fiscal plan for funding the implementation of approved capital improvement program.
- Maintain proper fund accounting procedures.
- Assist with grant accounting procedures, tracking and reporting.
- Establish procedures to record and track all assets purchased, constructed, donated or conveyed to the CITY.

City Clerk Functions:

- Manager shall provide a qualified individual to serve as City Clerk
- Receive and process inquiries about official records of the City.
- Provide follow up activities for the Mayor, Council Members, and other City officials on issues related to official City records and proceedings.
- Maintain the City Seal and affix to all official documents and contracts.
- Ensure that all meeting minutes and other official documents are properly executed and

recorded as necessary.

- Maintain the City's filing system that will allow for retrieval of all City Records in an expeditious manner.
- Provide qualified individual that will attend all City Council meetings and other official City meetings.
- Transcribe all City meeting minutes in a timely and accurate manner.
- Ensure that summary minutes are prepared for all official meetings and that recordings are maintained in accordance with the Florida Statutes and City requirements.

Compensation

Exhibit B

Severn Trent will provide the services set forth in the Scope of Services for an annual fee of: \$249,101.00. The annual fee shall be paid in equal monthly payments.

Exhibit C**Reimbursable Schedule**

Mail Distribution Overnight Delivery Certified Mail (back charged to owner) Postage	At Cost Current rate charged by Postmaster plus handling charge of \$3.00 Current rate charged by postmaster;
Photocopying Color Copies	\$0.15 per copy \$0.21 per duplex copy (both sides) \$0.20 per page
Faxes Outgoing Incoming	NC NC

Fourteenth Order of Business






Fifteenth Order of Business

MEMORANDUM

To: Mayor Roger Manning
City Council Members
Ken Cassel, Interim City Manager

From: Pam E. Booker, Interim City Attorney 

Date: July 6, 2016

Subject: Palm Beach County League of Cities

The Palm Beach County League of Cities is an organization of the thirty-eight cities in Palm Beach County. Upon the new officials of the City of Westlake joining, it will be thirty-nine member cities. Attached, please find correspondence from the Palm Beach County League of Cities regarding upcoming meetings and an upcoming mandatory ethics training session. The next scheduled meeting will be held on July 27, 2016, at the Lake Worth Casino and on August 20, 2016, there is a Gold Coast breakfast. If you are interested in attending these events or need additional information, you can visit the website at www.leagueofcities.org.

The mandatory ethics training is scheduled for Wednesday, September 7, 2016, at Palm Beach State College's Lake Worth campus. As elected officials, you are required to attend ethics training. Please place this item on your calendars and call 561-355-4484, to register as soon as possible as seating is limited.



July Meetings July 27th Will be hosted by the City of Lake Worth at the Lake Worth Casino Building and Beach Complex. **RSVP is required.**

General Membership presenter will be **PBC Information System Services (ISS): Guide to Navigating Your Surtax Projects on GIS and Cost Saving Services.**

Announcements

Interested in:

- Tax issues, infrastructure funding and personnel and collective bargaining issues (Finance, Taxation & Personnel)
- Coastal management, water management and recycling (Energy, Environment & Natural Resources)
- Community redevelopment, growth management and land use planning (Growth Management and Economic Affairs)
- Affordable housing and homelessness (Transportation & Intergovernmental Relations)
- Elections, emergency management and public records (Urban Administration)

Join a FLC Policy Committee Today!

Deadline is August 5th

Click here for information on each policy committee (they have slightly changed)

<http://www.floridaleagueofcities.com/Advocacy.aspx?CNID=42> and

Click here to be sent directly to the committee sign up application

<http://survey.constantcontact.com/survey/a07ecnte3kwio08p21c/a021hjipo28h7h/questions>

Please inform us which committee you have signed up for.

SAVE THE DATE Gold Coast Breakfast will be held on Saturday August 20th at 7:30 a.m. at the Diplomat Resort Hollywood, FL, in conjunction with the Florida League of Cities Annual Conference.

SAVE THE DATE 4 hour Mandatory Ethics Training will be held on September 7th at 8:00a.m. at the Palm Beach State College Lake Worth Campus in conjunction with the Center for Applied Ethics. **RSVP is required.** Seating is limited.

Lake Worth Lagoon Initiative Grant Program The League's Environmental Committee would like to inform the municipalities of the grant program for restoration and water quality improvements. More information can be found on the following page. **Deadline August 15, 2016**

Committee Openings The League has several committee openings. For more information visit:

www.leagueofcities.com/AboutUs/Committees/countycommittee.htm

Florida League of Cities Annual Conference will be held in Hollywood FL at the Diplomat, August 18th to the 20th. Click here to register

<http://www.floridaleagueofcities.com/Assets/Files/2016%20Annual%20Conference/announcementFINAL.pdf>

Job Listings New jobs openings have been added to the "Job Bank Page". Visit www.leagueofcities.com/programs/jobs.htm to view who is hiring.

Meeting Host Thank you to the 2016 meeting hosts. Your generosity is greatly appreciated.

Associate Member

Associate Member

Spotlight

Goren Cherof Doody & Ezrol, P.A.

A recognized leader in the representation of government clients.



Lake Worth Lagoon Initiative Grant Program

Background

Since 1998, the Florida Legislature has appropriated more than \$20 million towards Lake Worth Lagoon restoration. Legislative funds have been combined with matching funds to support over \$80 million in restoration and water quality improvements to Lake Worth Lagoon. Palm Beach County is soliciting project proposals to provide collaborative support for a stronger Lake Worth Lagoon Initiative (LWLI) legislative request, and to assist local municipalities' and special taxing districts' effort to improve water quality in the lagoon through projects such as habitat enhancement and restoration, storm water retrofits, or septic-to-sewer conversions to provide increased water quality and restoration opportunities in the Lake Worth Lagoon.

General Information

The LWLI Grant Program Request for Proposals is currently open and accepting applications with a deadline of August 15, 2016. The application form is posted on the LWLI website, www.lwli.org. Applicants will be expected to provide the Committee a ten (10) minute presentation outlining the merits of the proposed project on September 6, 2016. After presentations, Committee members may ask questions of the applicant. The Committee will rank the selected projects by a formal vote. A final project list and ranking will be announced at the Lake Worth Lagoon Initiative Steering Committee meeting on September 21, 2016. Subsequently, the ranked project list will be recommended to the Palm Beach County Board of County Commissioners for inclusion into its annual legislative package. Each LWLI member entity is also encouraged to adopt and support the LWLI legislative funding request. Projects will be funded in order of ranking until all available funds are encumbered. If a ranked project does not receive funding, it can be re-submitted the following year for ranking.

Task	Start Date	End Date
Distribute RFP via website	May 2016	August 15, 2016
Grant Application Due		August 15, 2016
Grant Selection Committee Meeting <ul style="list-style-type: none"> • Applicant Presentations and Ranking 		September 6, 2016
LWLI Steering Committee Meeting: <ul style="list-style-type: none"> • Announce project ranking 		September 21, 2016
Presentation to PBC BCC for inclusion in legislative package.	October 2016	October 2016

Visit www.lwli.org/grantprogram.asp for information or
email Jennifer Báez at ERM-LWLI@pbcgov.org