

# City of Westlake

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

Regular Meeting  
Monday, July 25, 2016

Meeting Location  
Westlake Council Chambers  
4005 Seminole Pratt-Whitney Road  
Westlake, 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	Katrina Long-Robinson

# City of Westlake

July 21, 2016

City Council  
City of Westlake

Dear Mayor and Council:

A regular meeting of the City Council of the City of Westlake will be held Monday, July 25, 2016 at 7:00 p.m. at the Westlake Community Center, 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. Consent Agenda**
  - A. Approval of Minutes of July 11, 2016 Meeting
- 6. Ordinances**
  - A. Ordinance 2016-1, Adopting the City Seal – First Reading
  - B. Ordinance 2016-2, Lobbyist Ordinance – First Reading
- 7. Finance**
  - A. Adoption of Interim Budget for Fiscal Year 2016 (Action Item)
  - B. Motion to Set August 22, 2016 as the Public Hearing on the Proposed Millage Rate and Tentative Budget for Fiscal Year 2017 (Action Item)
  - C. Consideration of Funding Agreement with Minto PBH, LLC (Action Item)
  - D. Consideration of Resolution 02-2016, Designating Bank Signatories (Action Item)
- 8. Interim City Manager's Report**
  - A. Scheduling of Workshop Meeting for August 22, 2016
  - B. Motion to Authorize Manager to Solicit Building Department Services (Action Item)
  - C. Motion to Authorize Mayor to be Voting Delegate at the Florida League of Cities Conference and Business Meeting in August 2016 (Action Item)
- 9. Audience Comments on Other Items (3) Minute Time Limit**
- 10. 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 G. Cassel  
Interim City Manager

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

## **Fifth Order of Business**

**5A.**

**MINUTES OF REGULAR MEETING  
CITY OF WESTLAKE**

The regular meeting of the City Council of the City of Westlake was held on Monday, July 11, 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
Katrina Long-Robinson	City Council Seat 4

Also present were:

Kenneth Cassel	Interim City Manager
Pam E. Booker, Esq.	Interim City Attorney

*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**

**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 Stanavitch seconded by Councilman Everett with all in favor the agenda was approved.
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**FOURTH ORDER OF BUSINESS**

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

There being no comments on the agenda items, the next item followed.

**FIFTH ORDER OF BUSINESS**

**Consent Agenda**

**Approval of Minutes of June 27, 2016 Meeting**

On MOTION by Councilman Everett seconded by Councilman Stanavitch with all in favor the consent agenda was approved.
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**SIXTH ORDER OF BUSINESS**

**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 for an Effective Date**

Mr. Cassel read the resolution into the record.

On MOTION by Councilman Crump seconded by Councilman Stanavitch with all in favor Resolution 01-2016 was adopted.

**SEVENTH ORDER OF BUSINESS**

**Appointment of Council Member to Seat 4**

Mayor Manning met with Ms. Long-Robinson to review her resume and discuss her qualifications. He feels she would be an asset to the City Council.

On MOTION by Councilman Everett seconded by Councilman Crump with all in favor Ms. Katrina Long-Robinson was appointed to the City Council.

**EIGHTH ORDER OF BUSINESS**

**Oath of Office for Seat 4**

Mr. Cassel, being a Notary Public of the State of Florida, administered the Oath of Office to Ms. Katrina Long-Robinson.

**NINTH ORDER OF BUSINESS**

**Review and Discussion of Proposed Budget for Fiscal Years 2016 and 2017**

Mr. Cassel reviewed the proposed budget with the required expenditures until September 30, 2016. He noted the original conversion plan figured two months' worth of expenditures. The budget before the Council is for three months and there are other items which were either over estimated or under estimated in the conversion plan.

Mayor Manning requested Mr. Cassel read the letter from the Developer, Minto PBH, LLC, which was contained within the Conversion Plan into the record. The letter states their intent to enter into a Developer Agreement with the City of Westlake to provide deficit funding through the year 2021. The agreement is currently being drafted for consideration at the July 25, 2016 meeting.

**TENTH ORDER OF BUSINESS**

**Consideration of Agreement for City Attorney Services (Action Item)**

The Council reviewed the proposed agreement for City Attorney Services with Pam E. Booker, Esq.

On MOTION by Councilman Crump seconded by Councilman Everett with all in favor the agreement with Pam E. Booker, Esq. for attorney services was approved.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Agreement for City Management Services (Action Item)**

The Council reviewed the proposed agreement with Severn Trent Services for management services.

On MOTION by Councilman Stanavitch seconded by Councilman Crump with all in favor the agreement with Severn Trent Services for management services was approved.

**TWELFTH ORDER OF BUSINESS**

**Authorization to Proceed with a Request for Proposals for Planning Services (Action Item)**

Mr. Cassel explained a comprehensive master plan is needed in order to move forward. Engineering services will also be necessary. In compliance with the CCNA, the City needs to go out for RFQs.

On MOTION by Councilman Everett seconded by Councilman Stanavitch with all in favor the City Manager and City Attorney were authorized to proceed with the RFQ process for planning services.

**THIRTEENTH ORDER OF BUSINESS**

**Authorization to Proceed with a Request for Proposals for Engineering Services (Action Item)**

On MOTION by Councilman Everett seconded by Councilman Crump with all in favor the City Manager and City Attorney were authorized to proceed with the RFQ process for engineering services.

**FOURTEENTH ORDER OF BUSINESS**

**Selection of City Seal**

The Council reviewed the three options for a City Seal.

On MOTION by Councilman Crump seconded by Councilman Everett with all in favor Option #1 was chosen as the City Seal.

**FIFTEENTH ORDER OF BUSINESS                      Palm Beach County League of Cities**

Ms. Booker reviewed her memorandum regarding the Palm Beach League of Cities. Their next meetings are scheduled for July 27, 2016 and August 20, 2016. There is also a mandatory ethics training on September 7, 2016.

Mr. Cassel stated he contacted the Florida League of Cities in Tallahassee as well. They are in the process of sending letters to the Councilmen. They will have their annual conference in August.

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

Ms. Larson addressed the Council and questioned whether any of the Councilmen live on the property. She was informed two of the Councilmen live on the property. Ms. Larson also requested Seminole Pratt Whitney Road be widened.

An audience member questioned how the Council is being paid. Mr. Cassel responded the City will pay the Council. Interim funding will be provided to the City by Minto PBH, LLC and the shortfall is guaranteed by Minto PBH, LLC who is the largest taxpayer. The audience member asked about fire and police services. Mr. Cassel explained they are currently in transition with the County who is providing services to the City limits, which is also the SID limits. The City is negotiating contract services with the Palm Beach County Sheriff’s Office for police protection and fire services.

**SEVENTEENTH ORDER OF BUSINESS                      Adjournment**

There being no further business, the meeting adjourned at 7:42 p.m.

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

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



## **Sixth Order of Business**

**6A.**

**ORDINANCE NO. 2016-1**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, ADOPTING THE OFFICIAL SEAL OF THE CITY; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, in accordance with Florida Statutes, Section 165.043, which provides that a municipality may by ordinance adopt an official municipal seal to be affixed on all official actions or documents of the City and to identify and authenticate documents, the interim City Manager and the interim City Attorney have recommended the adoption of this ordinance; and

WHEREAS, the statute provides for punishment as set forth in Florida Statutes, Sections 775.082 and 775.083, for the unauthorized use, manufacture, display or other employment of any facsimile or reproduction of the municipal seal, except by municipal officials or employees in the performance of their official duties, without the express written approval of the governing body.

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

Section 1. Official Seal: The Official Seal for the City of Westlake, Florida shall be as attached in Exhibit "A".

Section 2. Affixation of Seal: Wherever it shall be necessary for the City under the authority of its City Council, City Manager, City Charter, Code of Ordinances, or the general laws of the State of Florida, to execute contracts, deeds, or other documents on behalf of the City, the official seal of the City shall be affixed to such contract, deed or other document.

Section 3. Unauthorized Use of City Seal: It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the City or the stationery or a real or fictitious agency, department or instrumentality of the City of Westlake without the expressed written authority of the City Council for the City of Westlake. The unauthorized use shall be punishable as provided in Florida Statutes 775.082 and 775.083.

Section 4. 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 5.  
second reading.

Effective Date:

This ordinance shall be effective upon adoption on

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City of Westlake  
Roger Manning, Mayor

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City Clerk

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Interim City Attorney  
Pam E. Booker, Esq.

**6B.**

## MEMORANDUM

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

From: Pam E. Booker, Interim City Attorney

Date: July 20, 2016

Subject: Lobbyist Registration Ordinance

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Please find an ordinance for the City of Westlake, adopting regulations for the registration of lobbyist activities consistent with the Palm Beach County Lobbyist Registration Ordinance in effect in Palm Beach County. The ordinance provides for definitions of specific terms, registration requirements with the County, and a log form to be maintained by the City of Westlake for lobbying activities. For your reference, a copy of the County's ordinance is also attached. Minor changes were made to tailor the ordinance to the City.

We would recommend approval of the proposed ordinance. Two readings will be required for approval. Therefore, this item will come back for second reading on the City's August 22, 2016 agenda. Should you have any questions, please contact me at 772-971-8676.

**ORDINANCE 2016-2**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE FLORIDA, ADOPTING RULES AND REGULATIONS FOR LOBBYING IN THE CITY OF WESTLAKE, CONSISTENT WITH PALM BEACH COUNTY’S LOBBYIST REGISTRATION ORDINANCE, PROVIDING A CONFLICTS CLAUSE, PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, on or about April 2, 2012, Palm Beach County adopted the “Palm Beach County Lobbyist Registration Ordinance”, regulating lobbying activities in the county and municipalities located therein, unless a conflicting ordinance is adopted by the municipality; and

**WHEREAS**, the County’s Lobbyist Registration Ordinance requires among other things, lobbying activities be regularly disclosed to the public, creates a central lobbyist registration system, limits communications during the procurement process through a cone of silence, and requires the maintenance of records of lobbyist contacts; and

**WHEREAS**, the City of Westlake hereby determines that in order to maintain responsible government and ensure integrity in the decision making process of local government, the identity and activities of certain individuals and entities should be disclosed; and

**WHEREAS**, the City of Westlake elects to adopts the regulations as set forth in the Palm Beach County Lobbyist Registration Ordinance, unless otherwise in conflict as set forth herein;

**NOW THEREFORE**, the City Council for the City of Westlake, Florida, hereby Ordains the following:

**Section 1:** The foregoing recitals are hereby affirmed and ratified.

**Section 2: Purpose:** The purpose of the following sections is to ensure that the activity of person(s) defined as lobbyist disclose their position and maintain a current lobbyist form on file with the County and maintain a log with the City for each principal, item, issue, and/or project for which the lobbyist is lobbying.

**Section 3: Definitions:** The following definitions shall apply.

**Advisory Board** shall mean any advisory or quasi-judicial board created by the City of Westlake, Florida, by other local municipal governing bodies, or by the mayors who serve as chief executive officers or by mayors who are not members of local governing bodies.

**Board** will mean the City Council for the City of Westlake, as the municipal governing body for administration of this ordinance.

**Central Lobbyist Registration Site** will mean the official location for countywide lobbyist registration.

**Lobbying** shall mean seeking to influence a decision through oral or written communications or an attempt to obtain the goodwill of any member of the City Council, the City Manager, any advisory board member, or any employee with respect to the passage, defeat or modification of any item which may foreseeably be presented for consideration to the advisory board, or the City Council, whichever is lobbied.

**Lobbyist** shall mean any person who is employed and receives payment, or who contracts for economic consideration, for the purpose of lobbying on behalf of a principal, and shall include an employee whose principal responsibility to the employer is overseeing the employer's various relationships with government or representing the employer in its contacts with government.

Lobbyist shall not include:

- (1) Any employee, or independent contractor of a governmental agency or entity lobbying on behalf of that agency or entity, any elected local official when the official is lobbying on behalf of the governmental agency or entity which the official serves, or any member of the official's staff when such staff member is lobbying on an occasional basis on behalf of the governmental agency or entity by which the staff member is employed.
  - a. Any person who is retained or employed for the purpose of representing an employer, principal or client only during a publicly noticed quasi-judicial hearing or comprehensive plan hearing, provided the person identifies the employer, principal or client at the hearing.
- (2) Any expert witness who is retained or employed by an employer, principal or client to provide only scientific, technical or other specialized information provided in agenda materials or testimony only in public hearings, so long as the expert identifies the employer, principal or client at the hearing.
- (3) Any person who lobbies only in his or her individual capacity for the purposes of self-representation and without compensation.
- (4) Any employee, contract employee, or independent contractor of the Palm Beach County League of Cities, Inc., lobbying on behalf of that entity.

**Official or employee** means any official or employee of the City, whether paid or unpaid. The term "employee" includes but is not limited to all managers, department heads and personnel of the City. The term also includes contract personnel and contract administrators performing a government function, and the City Manager. The term "official" shall mean members of the City Council or City Manager, or other person to serve on any advisory, quasi judicial, or any other board of the county, state, or any other regional, local, municipal, or corporate entity.

**Palm Beach County Commission on Ethics** means the commission established in section 2-254 et seq. to administer and enforce the ethics regulations, and may also be referred to as the "commission on ethics".



**Persons and entities** shall be defined to include all natural persons, firms, associations, joint ventures, partnerships, estates, trusts, business entities, syndicates, fiduciaries, corporations, and all other organizations.

**Principal** shall mean the person or entity a lobbyist represents, including a lobbyist's employer or client, for the purpose of lobbying.

**Section 4: Registration:** Prior to lobbying, all lobbyist shall submit an original, dully executed registration form to county administration, which shall serve as the official location for countywide lobbyist registration and which shall be known as the "Central Lobbyist Registration Site." The registration may be submitted in paper or electronic form pursuant to countywide policies and procedures. Each lobbyist is required to submit a separate registration for each principal represented. A registration fee of twenty-five (\$25.00) must be included with each registration form submitted. A registrant shall promptly send a written statement to county administration canceling the registration for a principal upon termination of the lobbyist's representation of that principal. This statement shall be signed by the lobbyist. Lobbying prior to registration is prohibited. It is the responsibility of the lobbyist to keep all information contained in the registration form current and up to date.

**A. Registration Form:** The registration form shall be prepared by county administration and shall require the following information:

- (1) The name, phone number and address of the lobbyist;
- (2) The name, phone number and address of the principal represented;
- (3) The date the lobbyist was initially retained by the principal;
- (4) The nature and extent of any direct business association or partnership the lobbyist and principal might have with any current county commissioner, member of a local municipal governing body, mayor or chief executive office that is not a member of a local municipal governing body, advisory board member, or employee;
- (5) The area of legislative interest;
- (6) A statement confirming that the registrant is authorized to represent the principal;
- (7) Signatures of both the registrant and principal where such signatures may be made electronically pursuant to countywide policies and procedures; and
- (8) The county or municipalities to be lobbied.

**B. Registration Exceptions:** Registrations shall not be required for the following:

- (1) Persons under contract with the City who communities with any member of the City Council, the City Manager, advisory board members or employees regarding issues related only to the performance of their services under their contract;
- (2) Any attorney representing a client in an active or imminent judicial proceeding, arbitration proceeding, mediation proceeding where a mediator is present, or formal administrative hearing conducted by an administrative law judge in the Division of Administrative Hearings, in which the City is a party, who communicates with the City Attorney on issues related only to the subject matter of the judicial

proceeding, arbitration proceeding, mediation proceeding, or formal administrative hearing. This exception to the registration requirement includes communications with other government officials and employees conducted during depositions, mediation, arbitration hearing or trial, judicial hearings or trial, and settlement negotiations for active litigation, so long as the City attorney is present for those communications.

**C. Existing County Registrations:** All registrations on file and in effect with the County before the effective date of this ordinance shall remain in full force and effect.

**Section 5: Reporting of Expenditures:** Commencing November 1, of each year, all lobbyist shall submit to the Central Lobbyist Registration Site a signed statement under oath listing all expenditures made by the lobbyist in lobbying City officials and employees in excess of twenty-five (\$25) for the preceding fiscal year commencing on October 1 and ending on September 30. A Statement shall list in detail each expenditure category, including food and beverage, entertainment, research, communications, media advertising, publications, travel, lodging and special events. Political contributions and expenditures which are reported under election laws as well as campaign-related personal services provided without compensation are excluded from the reporting requirements. A lobbyist or principal's salary, office overhead expenses and personal expenses for lodging, meals and travel also are excluded from the reporting requirements. Research is an office expense unless it is performed by independent contractors rather than by the lobbyist or the lobbyist's firm.

The county administrator of the Central Lobbyist Registration Site shall provide notice of violation to any lobbyist who fails to timely file an expenditure report and shall also notify the county commission on ethics of this failure. In addition to any other penalties which may be imposed under this ordinance, any lobbyist who fails to file the required expenditure report within thirty (30) days of the date of notice of violation shall be suspended from lobbying unless the notice of violation has been appealed to the commission on ethics.

**Section 6: False Statements:** A lobbyist shall not knowingly make, or cause to be made, a false statement or misrepresentation in maintaining registration or when lobbying members of the City Council, the City Manager or advisory board members, or employees.

**Section 7: Record of Lobbying Contacts:**

- (1) **Contact Log.** Except when appearing before the board, local municipal governing body, or any advisor board, all persons shall sign, for each instance of lobbying, contact logs maintained and available in the office of reception of each department of county or municipal government as applicable. The person shall provide his or her name, whether or not the person is a lobbyist as defined in this ordinance, the name of each principal, if any, represented in the course of the particular contact, and the subject matter of the lobbying contact. All contact logs shall be maintained by the City for a period of five (5) fiscal years.

- (2) **Lobbying outside of county or municipal offices.** In the event that a lobbyist engages in lobbying which is outside of county or municipal offices as applicable, and which is a scheduled appointment initiated by any person for the purpose of lobbying, the lobbyist shall advise in writing, the member of the City Council, the City Manager, the advisory board member's office, or the employee's department office as appropriate of the calendar scheduling of an appointment and the subject matter of the lobbying contact.

**Section 8: Cone of Silence** means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

- (1) Any person or person's representative seeking an award from such competitive solicitation; and
- (2) Any member of the City Council or the council member's staff, or the City Manager or the City Manager's staff, or any employee authorized to act on behalf of the City Council to award a particular contract.
- (3) For the purpose of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- (4) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the City or withdrawn by the person or person's representative. Each request for proposal request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence.
- (5) The provisions of this section shall not apply to oral communications at any public proceedings, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meeting, representations made to the City Council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, any member of the City Council, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- (6) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold amount of twenty-five (\$25,000.00) thousand dollars.
- (7) The cone of silence shall terminate at the time the City Council, or any authorized designee acts on behalf of the City Council and awards or approves a contract, reject all bids responses, or otherwise takes action which ends the solicitation process.
- (8) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

**Section 9: Enforcement:** The enforcement provisions shall be as set forth in the County's Lobbyist Registration Ordinance.

**Section 10: Penalties:** Penalties for violations of this ordinance shall be consistent with the penalties as set forth in the County's Lobbyist Registration Ordinance.

**Section 11: Conflicts:** Should any provision in this ordinance conflict with any provision in the County's Lobbyist Registration ordinance, the provision of this ordinance shall control.

**Section 12: Severability:** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence, or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

**Section 13:** This Ordinance shall become effective immediately upon adoption.

Passed and Approved on this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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City of Westlake  
Roger Manning, Mayor

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Attestation:  
Ken Cassel, Interim City Manager

Approved as to Form:

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Pam E. Booker, Esq.  
Interim City Attorney

## **Seventh Order of Business**

**7A.**

# **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
<b>REVENUES</b>				
Guaranteed Deficit Contribution	\$ 440,000	\$ 535,966	\$ 95,966	21.8%
<b>TOTAL REVENUES</b>	<b>\$ 440,000</b>	<b>\$ 535,966</b>	<b>\$ 95,966</b>	<b>21.8%</b>
<b>EXPENDITURES</b>				
<b><u>Legislative</u></b>				
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%
<b>Total Legislative</b>	<b>41,000</b>	<b>62,000</b>	<b>(21,000)</b>	<b>51.2%</b>
<b><u>Administration</u></b>				
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%
<b>Total Administration</b>	<b>174,000</b>	<b>248,966</b>	<b>(74,966)</b>	<b>43.1%</b>
<b><u>Planning &amp; Zoning</u></b>				
Planning/Zoning/Engineering Services	25,000	25,000	-	0.0%
Comprehensive Planning	50,000	50,000	-	0.0%
<b>Total Planning &amp; Zoning</b>	<b>75,000</b>	<b>75,000</b>	<b>-</b>	<b>0.0%</b>
<b><u>Public Safety</u></b>				
Law Enforcement (PBCSO)	150,000	150,000	-	0.0%
<b>Total Public Safety</b>	<b>150,000</b>	<b>150,000</b>	<b>-</b>	<b>0.0%</b>
<b>TOTAL EXPENDITURES</b>	<b>440,000</b>	<b>535,966</b>	<b>(95,966)</b>	<b>21.8%</b>
<b>Revenues over (under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>n/a</b>

**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
<b>REVENUES</b>				
Guaranteed Deficit Contribution	440,000	535,966	95,966	21.8%
<b>TOTAL REVENUES</b>	<b>\$ 440,000</b>	<b>\$ 535,966</b>	<b>\$ 95,966</b>	<b>21.8%</b>
<b>EXPENDITURES</b>				
<b><u>Legislative</u></b>				
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%
<b>Total Legislative</b>	<b>41,000</b>	<b>62,000</b>	<b>(21,000)</b>	<b>51.2%</b>
<b><u>Administration</u></b>				
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%
<b>Total Administration</b>	<b>174,000</b>	<b>248,966</b>	<b>(74,966)</b>	<b>43.1%</b>
<b><u>Planning &amp; Zoning</u></b>				
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%
<b>Total Planning &amp; Zoning</b>	<b>75,000</b>	<b>75,000</b>	<b>-</b>	<b>0.0% #</b>
<b><u>Public Safety</u></b>				
Law Enforcement (PBCSO)	150,000	150,000	-	0.0%
<b>Total Public Safety</b>	<b>150,000</b>	<b>150,000</b>	<b>-</b>	<b>0.0%</b>
<b>TOTAL EXPENDITURES</b>	<b>440,000</b>	<b>535,966</b>	<b>(95,966)</b>	<b>21.8%</b>
<b>Revenues over (under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>n/a</b>

**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
<b>REVENUES</b>				
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%
<b>TOTAL REVENUES</b>	<b>\$ 1,175,000</b>	<b>\$ 1,343,197</b>	<b>\$ 168,197</b>	<b>14.3%</b>
<b>EXPENDITURES</b>				
<b><u>Legislative</u></b>				
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%
<b>Total Legislative</b>	248,000	248,000	-	0.0%
<b><u>Administration</u></b>				
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%
<b>Total Administration</b>	496,000	664,197	(168,197)	33.9%
<b><u>Planning &amp; Zoning</u></b>				
Planning/Zoning/Engineering Services	156,000	156,000	-	0.0%
<b>Total Planning &amp; Zoning</b>	156,000	156,000	-	0.0%
<b><u>Public Safety</u></b>				
Law Enforcement (PBCSO)	275,000	275,000	-	0.0%
<b>Total Public Safety</b>	275,000	275,000	-	0.0%
<b>TOTAL EXPENDITURES</b>	<b>1,175,000</b>	<b>1,343,197</b>	<b>(168,197)</b>	<b>14.3%</b>
Revenues over (under) Expenditures	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>n/a</b>

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

**Detailed Budget**

Description	Conversion Plan	Proposed Budget	Variance Fav/(unfav)	% Budget Change
<b>REVENUES</b>				
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%
<b>TOTAL REVENUES</b>	<b>\$ 1,175,000</b>	<b>\$ 1,343,197</b>	<b>\$ 168,197</b>	<b>14.3%</b>
<b>EXPENDITURES</b>				
<b><u>Legislative</u></b>				
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%
<b>Total Legislative</b>	<b>248,000</b>	<b>248,000</b>	<b>-</b>	<b>0.0%</b>
<b><u>Administration</u></b>				
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%
<b>Total Administration</b>	<b>496,000</b>	<b>664,197</b>	<b>(168,197)</b>	<b>33.9%</b>
<b><u>Planning &amp; Zoning</u></b>				
Planning/Zoning/Engineering Services	97,096	97,096	-	0.0%
Clerical Services	58,904	58,904	-	0.0%
<b>Total Planning &amp; Zoning</b>	<b>156,000</b>	<b>156,000</b>	<b>-</b>	<b>0.0%</b>
<b><u>Public Safety</u></b>				
Law Enforcement (PBCSO)	275,000	275,000	-	0.0%
<b>Total Public Safety</b>	<b>275,000</b>	<b>275,000</b>	<b>-</b>	<b>0.0%</b>
<b>TOTAL EXPENDITURES</b>	<b>1,175,000</b>	<b>1,343,197</b>	<b>(168,197)</b>	<b>14.3%</b>
Revenues over (under) Expenditures	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>n/a</b>

**7B.**

## **Funding Agreement**

This Funding Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2016, by and between:

**The City of Westlake, Florida**, a municipal corporation (hereinafter “City”), whose address is 4001 Seminole Pratt Whitney Road, Loxahatchee, FL 33470, and

**Minto PBLH, LLC**, a Florida Limited Liability Company (hereinafter “Minto”), whose address is 4400 W. Sample Road, Suite 200, Coconut Creek, Florida 33073.

WHEREAS, the City was created on June 20, 2016, when the Supervisor of Elections of Palm Beach County certified the results of a referendum election of the qualified electors of the Seminole Improvement District (hereinafter “District”) wherein the majority of the electors voted to convert the District into a municipality; and

WHEREAS, the City, pursuant to the responsibilities and authorities vested in it by the Laws of Florida, desires to proceed with the discharge of its municipal responsibilities and duties; and

WHEREAS, consistent with the Proposed Elector-Initiated Combined Conversion and Incorporation Plan for the City (hereinafter “Incorporation Plan”), dated April 5, 2016, the City recognizes that it will operate at a deficit through fiscal year 2021 in discharging its responsibilities and duties to allow tax revenues to catch up with expenditures; and

WHEREAS, Minto owns or controls the majority of all lands within the City and recognizes the need for the City to have funds to discharge its responsibilities and duties as a municipality in the State of Florida; and

WHEREAS, Minto issued a letter of its intent, included as part of the Incorporation Plan, to fund the deficit of the City through the year 2021; and

WHEREAS, the City and Minto wish to enter into this Agreement to establish the terms of Minto’s provision of funding to the City so that the City may properly budget for its anticipated expenditures for the remainder of the 2016 tax year and prepare a budget for the 2017 fiscal year, and so that Minto can timely transfer funds to the City;

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties hereinafter recited, the receipt and sufficiency of which is hereby acknowledged, the City and Minto agree as follows:

**Section 1: Recitals** The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

### **Section 2: Funding Obligations**

**2.1** The City shall prepare a budget for the general fund and operational expenditures of the City from June 20, 2016 through September 30, 2016, similar to the 5-Year Operational Plan included as part of the Incorporation Plan, a copy of which shall be provided to Minto.

**2.2** On or before August 1, 2016, Minto shall provide funding sufficient to cover any identified deficit in the remaining 2016 fiscal year to ensure adequate funds will be in the City's general fund to cover all necessary expenditures through the remainder of the 2016 fiscal year associated with the City's carrying out its general and special municipal duties and responsibilities consistent with an approved budget, including payment on all contracts for the provision of municipal services. The funds shall be deposited in the City's General Fund account.

**2.3** For each fiscal year hereafter through fiscal year 2021:

**2.3.1** The City shall prepare a budget of the general fund and operation expenditures of the City similar to the 5-Year Operational Plan included as part of the Incorporation Plan, a copy of which shall be provided to Minto no later than August 1st of each fiscal year.

**2.3.2** Minto shall provide funding to the City's General Fund on October 1, February 1 and June 1 each year in a total amount sufficient to cover any identified deficit in the adopted City budget for that fiscal year.

**2.3.3** Funds provided by Minto pursuant to this Agreement shall be used by the City in carrying out its municipal duties and responsibilities consistent with an approved budget, including payment on all contracts for the provision of municipal services.

**2.4** The City shall maintain an accounting of the use of all funds provided by Minto for deficit funding during the term of this Agreement.

**2.5** The City will reimburse or credit Minto for the funding provided pursuant to this Agreement as funds become available in the budget years subsequent to fiscal year 2021. Said reimbursement or credit shall not exceed an amount equal to ten (10%) of the City's ad valorem tax revenues in any given year. The City's obligation to reimburse or credit Minto as contained herein is conditioned upon there being excess funds available to the City in any given year subsequent to fiscal year 2021. Therefore, neither the property, the full faith and credit, nor the taxing power of the City or any political subdivision of the State of Florida, is pledged as security for the reimbursement of funds to Minto pursuant to this Agreement. The City's obligation to reimburse or credit Minto does not constitute an indebtedness of the City or any political subdivision of the State of Florida within the meaning of any constitutional or statutory provision of limitation.

### **Section 3: Default**

**3.1** A default by either party under the Agreement shall entitle the other party to all remedies available at law or in equity.

**3.2** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing

**Section 4: City Retains Authority** Nothing in this Agreement shall be construed, interpreted or applied in such a manner as will constitute contracting away or waiver of any governmental police power by the City or any Agency of the City, including its land use authority. Nothing in this Agreement has any relevance, or impact on the ability of the City to approve, deny or condition any future application filed by Minto, its agents, successors or assigns, as the City deems appropriate in its sole discretion.

**Section 5: Notices** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

For the City of Westlake:      City Manager  
with copy to City Attorney  
4001 Seminole Pratt Whitney Road  
Loxahatchee, FL 33470

For Minto PBLH LLC:      John Carter  
Minto PBLH, LLC  
4400 W. Sample Road  
Suite 200  
Coconut Creek, FL 33073

with Copy to:

Tara W. Duhy, Esq.  
Lewis, Longman & Walker, P.A.  
515 N. Flagler Drive  
Suite 1500  
West Palm Beach, FL 33401

**Section 6: Miscellaneous Provisions**

**6.1 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.



- 6.2 Entire Agreement.** This instrument and its Exhibits constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement, are of no force or effect. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.
- 6.3 Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder
- 6.4 Severability.** In the event any provision of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, such provision shall be deemed severed from the remainder of this Agreement and the remaining provisions of this Agreement shall nonetheless remain in full force and effect.
- 6.5 Governing Law, Jurisdiction and Venue.** This Agreement shall be construed and enforced according to the laws of the State of Florida. The Parties hereto submit to the jurisdiction of any Florida State or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue for any action arising out of this agreement shall be in Palm Beach County, Florida.
- 6.6 Headings.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

City of Westlake

\_\_\_\_\_

Roger Manning, Mayor

Attest:

\_\_\_\_\_

Ken Cassel, Clerk

Approved as to Form & Sufficiency

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

Pam E. Booker, Interim City Attorney

Minto PBLH, LLC

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

(Title)

Witnesses:

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

Print Name

\_\_\_\_\_

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

Print Name

\_\_\_\_\_

**7D.**

RESOLUTION 02-2016

A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF WESTLAKE, PROVIDING AUTHORITY FOR AGENTS OF THE CITY TO ACT ON THE CITY'S BEHALF AND PROVIDING AUTHORIZED SIGNATURES FOR CONDUCTING THE CITY'S FINANCIAL MATTERS AND FOR BANKING AND ACCOUNTING PURPOSES.

---

WHEREAS, agents of the City must be given authority to act on behalf of the City of Westlake to conduct financial and accounting matters on behalf of the City with banking and/or financial institutions for the payment of the City's financial obligations as they become due and for the collection of revenues as they are received; and

WHEREAS, the City of Westlake consents to providing authority for Ken Cassel, Interim City Manager, and Stephen Bloom, Finance Director of Severn Trent Services, as Treasurer and a secondary signor to conduct business and financial transactions on behalf of the City of Westlake with banking and/or other financial institutions, and the authority to exercise all of the powers listed herein, the power to open all deposits in the name of the City of Westlake, the power to endorse all checks, orders for payment of money or otherwise withdraw funds, transfer funds on deposit with the banking and/or financial institution, the power to borrow money on behalf of the City of Westlake, sign, execute and deliver promissory notes or other evidences of indebtedness, the power to endorse, assign, transfer bill receivable owned or acquired by the City of Westlake;

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

Section 1. The City of Westlake, Florida hereby provides consent and authorization for Ken Cassel, Interim City Manager and/or Stephen Bloom, of Severn Trent Services to act as Treasurer, on the City's behalf to conduct financial and accounting matters with banking and/or financial institutions.

Section 2. The City of Westlake, Florida hereby provides consent and authorization for Ken Cassel, Interim City Manager and/or Stephen Bloom, of Severn Trent Services, as Treasurer, to pay expenditures as they become due and to receive revenues and are received on behalf of the City of Westlake.

Section 3. The City of Westlake, Florida consents to providing authority for Ken Cassel, Interim City Manager, and Stephen Bloom, Finance Director of Severn Trent Services, as Treasurer and a secondary signor on accounts, the following authority:

- (1) Authority to conduct business and financial transactions on behalf of the City of Westlake with banking and/or other financial institutions.
- (2) Authority and power to open all deposits in the name of the City of Westlake.
- (3) Authority and the power to endorse all checks, orders for payment of money or otherwise withdraw funds, transfer funds on deposit with the banking and/or financial institution.
- (4) Authority and the power to borrow money on behalf of the City of Westlake, sign, execute and deliver promissory notes or other evidences of indebtedness.
- (5) Authority and the power to endorse, assign, transfer bill receivable owned or acquired by the City of Westlake.
- (6) Authority to exercise all of the powers listed herein and contained within the Authorization form attached hereto as Exhibit "A" from the financial institution and as said form may be amended from time to time.
- (7) This resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY the City Council for the City of Westlake, Florida, this 25<sup>th</sup> day of July 2016.

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City of Westlake  
Roger Manning, Mayor

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City Clerk

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Pam E. Booker, Interim City Attorney



DEPARTMENT OF FINANCIAL SERVICES  
Division of Treasury -- Bureau of Collateral Management

PUBLIC DEPOSIT IDENTIFICATION AND ACKNOWLEDGMENT FORM

Public Depositor Account Information

Account Number:                     0300                     Type of Account (CD/other): DDA

Account Name: City of Westlake  
Full Name as it Appears on the Records of the Qualified Public Depository

Accountholder's Federal Employer Identification Number (FEIN): 81-3012323

Qualified Public Depository (QPD) Information

QPD's Full Legal Name: Bank United  
For Protection Under Chapter 280, Florida Statutes, Depository MUST be a QPD

QPD's Address: 4101 Turtle Creek Rd.  
Coral Springs, FL 33067

QPD's FEIN: 29-0217289

Public Deposit Identification

I DECLARE that the above referenced account meets the definition of a public deposit pursuant to Section 280.02, Florida Statutes (F.S.), and is not exempt under the laws of Florida. A current Public Deposit Identification and Acknowledgment Form will be maintained as a valuable record of the public depositor. The current Public Deposit Identification and Acknowledgment Form with original signatures will need to be submitted in the event the above named QPD becomes insolvent or in default and a claim is filed with the Chief Financial Officer, State of Florida's office.

Signature for Public Depositor: [Signature] Date: \_\_\_\_\_

Printed Name & Title: Stephen Bloom, Treasurer

Qualified Public Depository Acknowledgment

I ACKNOWLEDGE that the above referenced account has been identified to this QPD as a public deposit. Pursuant to Chapter 280, F.S., this account will be classified on the records of this QPD as a public deposit, collateralized as such, and reported as such on the Public Depository Monthly Report J1-1003, Public Depository Annual report J14-1004, and any other report of public deposits requested by the Chief Financial Officer, State of Florida.

Signature for Qualified Public Depository: \_\_\_\_\_ Date: \_\_\_\_\_


Printed Name & Title: Janice Zaitz, BSL

**FURTHER RESOLVED, THAT** each of the foregoing Resolutions and the authority conferred thereby shall remain in full force and effect until revoked or modified by written notice actually received by Bank at its office where the account of the Public Entity is maintained and signed by one purporting to be the executive director, finance director or board member of the Public Entity. The Treasurer of this Public Entity be and is authorized and directed to furnish Bank with a certified copy of these resolutions, the names and specimen signatures of the person(s) named herein, and such persons from time to time holding the positions named herein.

**FURTHER RESOLVED, THAT** this Public Entity agrees to be bound by all rules and regulations set forth in Bank's applicable disclosure statements, agreements and schedules of fees, as same may be amended from time to time, or other agreement received by this Public Entity from Bank with the same force and effect as if each and every term thereof were set forth in full herein and made a part hereof.

**FURTHER RESOLVED, THAT** Bank is authorized to deduct from the accounts of this Public Entity any and all applicable and then current fees and charges for any and all services rendered to this Public Entity by Bank.

I further certify that the following are the names and specimen signatures of the Authorized Signer(s) and that each presently holds the title or designation indicated and has full authority for all acts noted herein.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
STEPHEN BLOOM	Treasurer	
KENNETH G CASSEL	Authorized Signer	

I further certify that all members of the Public Entity has, and at the time of adoption of this Resolution had, full power and authority to adopt the foregoing Resolutions and to confer the powers granted herein and that there is no provision in the articles of organization or operating agreement of this Public Entity limiting the power of the members of the Public Entity to manage the Public Entity as provided in the articles of organization of the Public Entity to pass the foregoing resolutions and that the same are in conformity with the provision of said articles or organization or operating agreement.

**IN WITNESS WHEREOF**, I have subscribed my name as Treasurer of the Public Entity and affixed the seal of said Public Entity hereto this 21 day of JULY, 2016, and I do further acknowledge on behalf of the Public Entity that the foregoing resolutions constitute an agreement by the Public Entity with Bank in respect to the matters set forth herein.

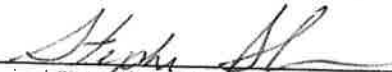
Seal:

STEPHEN BLOOM  
 Name of Treasurer signing on behalf of the Public Entity

  
 Signature of Treasurer

The Bank may recognize any 1 signature(s) written below in payment of funds of the transaction of any business for this account.  
\*Note: If this is left blank, we will assume that any (1) signer may act alone.

Facsimile Signature(s) Allowed:  Yes  No

Signature:   
Name: (Authorized Signer 1) STEPHEN BLOOM  
Title: OTHER AUTHORIZED SIGNER  
Facsimile Stamp

Signature: \_\_\_\_\_  
Name: (Authorized Signer 2) KENNETH G CASSEL  
Title: OTHER AUTHORIZED SIGNER  
Facsimile Stamp

Signature: \_\_\_\_\_  
Name: (Authorized Signer 3)  
Title:  
Facsimile Stamp

Signature: \_\_\_\_\_  
Name: (Authorized Signer 4)  
Title:  
Facsimile Stamp

Signature: \_\_\_\_\_  
Name: (Authorized Signer 5)  
Title:  
Facsimile Stamp

Signature: \_\_\_\_\_  
Name: (Authorized Signer 6)  
Title:  
Facsimile Stamp

Signature: \_\_\_\_\_  
Name: (Authorized Signer 7)  
Title:  
Facsimile Stamp

Signature: \_\_\_\_\_  
Name: (Authorized Signer 8)  
Title:  
Facsimile Stamp

By my (our) signatures above, I/we apply for an account on behalf of the business entity referenced above (the "Company") with BankUnited, N.A. (the "Bank"). On behalf of the Company, I/we agree that the account will be subject to the terms and conditions set forth in the Bank's applicable disclosure statements and agreements and schedule of fees governing such accounts, as amended from time to time ("Rules"). On behalf of the Company, I/we acknowledge receipt of a copy of the applicable Rules. I/we agree that the Bank may investigate my/our credit and employment history and obtain a credit report at any time in connection with this account in accordance with applicable law. I/we also acknowledge that the Bank will verify the creditworthiness of the Company. I/we further certify that the Taxpayer Identification Number Certification below is true and correct.

#### TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under the penalties of perjury, I certify that: 81-3012323

1. The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (including a U.S. resident alien)
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Exempt payee code (if any) \_\_\_\_\_ Exemption from FATCA reporting code (if any) \_\_\_\_\_

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Check this box and cross out items 1-3 above if none of the account owners are U.S. citizens or U.S. resident aliens. Backup withholding will apply unless each account holder provides either an IRS Form W-8 or a TIN.

Signature: (Authorized Signer)   
Name (Authorized Signer): STEPHEN BLOOM

Date: \_\_\_\_\_

OTHER AUTHORIZED SIGNER

Account Number:

Page 2 of 2

Rev. 09/08/2015

\*\* For Internal Use Only \*BUSINESS\* \*0000509039\*\* XXXXXXXXXX 0300\*

Member FDIC

20160721123956





## PUBLIC FUND CHECKING DISCLOSURE (FL)

This disclosure contains information about certain features of your BankUnited, N.A. ("Bank") Public Fund Checking Account ("the Account"). Please refer to our Depositor's Agreement and applicable Schedule of Fees for additional terms and conditions that govern your account with us.

**Minimum to Open \$100.00**

**Monthly Maintenance Fee \$10.00**

*To avoid the imposition of a monthly maintenance fee you must maintain an average monthly balance of \$1,000.00 or more in the account during each statement cycle.*

### **Transaction Fees**

- Up to 150 free transactions (checks, deposits, deposited items) per statement cycle
- \$.35 per transaction over 150

**Early Closeout Fee** – a \$15.00 early closeout fee will be assessed if the Account is closed within 180 days of the account opening date.

**This is a non-interest bearing account.**

**FACTS****WHAT DOES BANKUNITED, N.A. ("BANKUNITED")  
DO WITH YOUR PERSONAL INFORMATION?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- Account balances and transaction history
- Credit scores and credit history

When you are no longer our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons BankUnited chooses to share; and whether you can limit this sharing.

For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Call 877-779-2265 or go to [www.bankunited.com](http://www.bankunited.com)

How does BankUnited protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does BankUnited collect my personal information?

We collect your personal information, for example, when you

- open an account or apply for financing
- pay your bills or make deposits or withdrawals from your account
- use your credit or ATM/debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include Pinnacle Public Finance, Inc., United Capital Business Lending, Inc. and Bridge Capital Leasing, Inc.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *BankUnited does not share with nonaffiliates so they can market to you*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies that provide financial products and services, such as credit card companies and mortgage bankers*



Treasury Management Officer: DEREK

# Online Treasury Management

## Maintenance Form

### COMPANY INFORMATION: (Required Fields)

Master Company Name:	PINE TREE WATER CONTROL DISTRICT	
Master Tax ID/EIN:	592207557	
Master Billing Account #:	[REDACTED]	
<input type="checkbox"/> Standard Pricing		<input type="checkbox"/> Other Pricing Attached

Note: If Customer registers for new or additional Services after executing the Business Online Banking Agreement, all access to and use of such new or additional Services shall be governed by the terms of the Business Online Banking Agreement.

### SYSTEM ADMINISTRATOR MAINTENANCE:

<input type="checkbox"/> ADD COMPANY ADMINISTRATOR			
First Name:	_____	Last Name:	_____
Email:	_____	Phone Number:	_____
<input type="checkbox"/> DELETE COMPANY ADMINISTRATOR			
First Name:	_____	Last Name:	_____

### ADD-ON TREASURY MANAGEMENT SERVICES:

(Attach Separate Enrollment Form - Please contact your BankUnited Treasury Management Officer)

<input type="checkbox"/> ACH Accounts	<input type="checkbox"/> Lockbox
<input type="checkbox"/> Bill Pay	<input type="checkbox"/> Positive Pay & Full Reconciliation
<input type="checkbox"/> Deposit Reconciliation	<input type="checkbox"/> Remote Deposit Capture
<input type="checkbox"/> Full Reconciliation	<input type="checkbox"/> Controlled Disbursement
<input type="checkbox"/> Wire Security & Report Delivery	<input type="checkbox"/> ACH Security & Report Delivery

Initials of Authorized Requester



ACCOUNT PERMISSIONS

Check each of the services requested that apply to each account. Attach additional information as appropriate.

+ OR -	Account Number Account Name	Balance Reporting	Book Transfer	Loans (Signature loans only)	Wire Transfer	Positive Pay	Stops	Remote Deposit Capture
<input checked="" type="checkbox"/>	City of Westlake	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>					

**CHANGE OF ADDRESS - MAINTENANCE FORM**

SSN/EIN #: 264-92-4946  
Customer Name: KENNETH G CASSEL

Change the address only on the accounts listed below  
Account Number(s): XXXXXXXXXX

I/We hereby authorize BankUnited, N.A. to change my/our address as indicated below:

Current Primary Address:  
961 CITRUS PLACE  
WELLINGTON, FL 33414-8206

New Primary Address:  
11517 SANDERLING DR  
WELLINGTON, FL 33414

Alternate Mailing Address:

Seasonal Mailing Address:

- This Seasonal address begins: \_\_\_\_\_ and ends \_\_\_\_\_
- I want to retain this seasonal address unless otherwise notified.

This is a Non-Resident Alien (NRA) account. Please indicate foreign address (as Current Primary Address) and Local Mailing address (as Alternate Mailing address).

**Statement Addresses**

Primary Statement Address:	Additional Statement 1:	Additional Statement 2:
Start Date:	Start Date:	Start Date:
End Date:	End Date:	End Date:
Additional Statement 3:	Additional Statement 4:	Additional Statement 5:
Start Date:	Start Date:	Start Date:
End Date:	End Date:	End Date:

Signature: KENNETH G CASSEL	Date: _____	Signature: _____	Date: _____
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**BANK USE ONLY**

Prepared By/Signature Verified By: _____	Date: _____	Maintenance Completion Verified By: _____	Date: _____
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