

**Council Members**

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



**City of Westlake**

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

**Regular Meeting and Public Hearing**

**Monday, May 14, 2018**

**Meeting Location**

**Westlake Council Chambers**

**4005 Seminole Pratt-Whitney Road**

**Westlake, FL 33470**

**6:30 PM**

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

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**City of Westlake**

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

May 9, 2018

City Council  
City of Westlake

Dear Mayor and Council:

The City Council of the City of Westlake will hold a regular meeting and public hearing on Monday, May 14, 2018 at 6:30 p.m. at the Westlake Council Chambers, 4005 Seminole Pratt Whitney Road, Westlake, Florida. Following is the advance agenda for the meeting.

1. Call to Order/ Roll Call
2. Pledge of Allegiance
3. Approval of Agenda
4. Audience Comments on Agenda Items (3) Minute Time Limit
5. Approval of the Minutes of the April 9, 2018 Meeting
6. Approval of Financial Statements for March 2018

**PUBLIC HEARING**

7. Resolution 2018-11, Approving the Final Plat for Town Center Parkway, Phase II

**FIRST READING OF ORDINANCE**

8. Ordinance 2018-7, Establishing Purchasing Procedures and Guidelines for Acquiring Goods, Services and/or Construction Related Services
9. PBSO Monthly Report – Informational Only
10. City Manager
11. City Attorney
12. Council Comments
13. Audience Comments on Other Items (3) Minute Time Limit
14. UHS Groundbreaking Ceremony – May 24, 2018 at 8:30 a.m. at the Sales Center
15. May 21, 2018 - P&Z Meeting at 6:00 p.m. and Council Meeting at 6:30 p.m.
16. Adjournment

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

Sincerely,

*Kenneth Cassel*

Kenneth G. Cassel  
City Manager

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

## **Fifth Order of Business**

**MINUTES OF MEETING  
CITY OF WESTLAKE**

A meeting of the City Council of the City of Westlake was held on Monday, April 9, 2018, at 7:00 p.m., at the Westlake Community Center, 4005 Seminole-Pratt Whitney Road, Westlake, Florida.

Present and constituting a quorum were:

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

Also present were:

|                     |                    |
|---------------------|--------------------|
| Kenneth Cassel      | City Manager       |
| Pam E. Booker, Esq. | City Attorney      |
| Kate DeWitt         | Coutleur & Hearing |

*The following is a summary of the minutes and actions taken during the April 9, 2018 City of Westlake Council Meeting.*

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance**

The Pledge of Allegiance was recited.

**THIRD ORDER OF BUSINESS**

**Approval of Agenda**

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

**FOURTH ORDER OF BUSINESS**

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

There being none, the next item followed.

April 9, 2018

**FIFTH ORDER OF BUSINESS**

**Approval of the Minutes of the March 26, 2018 Meeting**

On MOTION by Councilwoman Crump seconded Councilman Everett with all in favor the minutes of the March 26, 2018 meeting were approved.

**SIXTH ORDER OF BUSINESS**

**Approval of Financial Statements for February 2018**

On MOTION by Councilman Stanavitch seconded by Councilwoman Crump with all in favor the financial statements for February 2018 were approved.

**SEVENTH ORDER OF BUSINESS**

**Appointment of Vice Mayor**

Ms. Booker explained after the March meeting, the Council can elect a Vice Mayor for the upcoming year pursuant to the City’s Charter.

On MOTION by Councilman Stanavitch seconded by Councilman Everett with all in favor Vice Mayor Long Robinson will continue to serve as Vice Mayor.

**PUBLIC HEARING AND SECOND READING OF ORDINANCE**

**EIGHTH ORDER OF BUSINESS**

**Resolution 2018-12, Approving the Final Plat for Town Center Parkway South, Phase II**

Ms. Booker reviewed one minor change and a comment by the applicant. *Phase II* was changed to *Phase 2* and a signature block was added for the City of Westlake to accept the road right-of-way.

Ms. DeWitt addressed the Board and submitted a PowerPoint presentation for the record.

Mr. Cassel read Resolution 2018-12 by title only.

On MOTION by Vice Mayor Long Robinson seconded by Councilman Stanavitch with all in favor Resolution 2018-12, approving the final plat for Town Center Parkway South, Phase II with the two changes, was adopted.

**NINTH ORDER OF BUSINESS**

**PBSO Monthly Report – Informational Only**

A copy of the report is included in the agenda package.

April 9, 2018

**TENTH ORDER OF BUSINESS**

**City Manager**

Mr. Cassel reported the contractor for SID will be re-routing traffic starting on April 11 or April 12, 2018. The first phase of road work on Seminole Pratt Whitney Road is projected to be complete by the middle of June.

**ELEVENTH ORDER OF BUSINESS**

**City Attorney**

There being no report, the next item followed.

**TWELFTH ORDER OF BUSINESS**

**Council Comments**

- Vice Mayor Long Robinson reported the following:
  - Ms. Jaqueline Emmerson, of Earthcare Properties Specialist, was able to get 72 prom dresses donated for Seminole Ridge Community High School.
  - At the last League of Cities meeting, it was requested that elected officials meet with school principals within their jurisdiction to discuss school security. The League of Cities has approved more funds for school security.
  - On April 26, 2018 she will be hosting an Affordable Housing and Sustainability session at the Visitor's Center. She clarified it is not for low income. It is for educators and civil servants.
  - She would like the Council to entertain having a State of the City where the public can be invited to learn about what is going on in the City.
- Mr. Cassel stated he met with the school principals, vice principals and security staff a week after the Marjory Stoneman Douglas incident to map out routes and safety zones. They are modifying their lockdown and emergency plans.

**THIRTEENTH ORDER OF BUSINESS**

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

There being none, the next item followed.

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business, the meeting adjourned at 7:15 p.m.

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Kenneth Cassel  
City Manager

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Roger Manning  
Mayor

## **Sixth Order of Business**



## MEMORANDUM

**TO: Members of the City Council, City of Westlake**  
**FROM: Fernand Thomas, Accountant II, Alan Baldwin, Accounting Manager**  
**CC: Ken Cassel, City Manager**  
**DATE: May 2, 2018**  
**SUBJECT: March Financial Report**

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Please find attached the March 2018 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the year-to-date budget and for expenditures to be at or below the year-to-date budget. An overview of the City is provided below. Should you have any questions or require additional information, please contact me at [Fernand.thomas@inframark.com](mailto:Fernand.thomas@inframark.com).

### **General Fund**

- Total Revenue is approximately 64% of the annual budget which includes funding agreement with Minto Community LLC. (Developer) and Building Permits. Ad Valorem Tax Collection is currently at 100%.
- Total expenditures through March are favorable at approximately 49% of the annual budget.

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

- Budget amendment was approved in January.



# City of Westlake

## Financial Report

*March 31, 2018*



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# **City of Westlake**

## **Financial Statements**

**March 31, 2018**

# **City of Westlake**

## **Supporting Schedules**

**March 31, 2018**

**Balance Sheet**  
March 31, 2018

| ACCOUNT DESCRIPTION                          | GENERAL<br>FUND   | SPECIAL<br>REVENUE<br>FUND -<br>HOUSING<br>ASSISTANCE<br>PROGRAM | TOTAL               |
|--|-------------------|--|---------------------|
| <b>ASSETS</b>                                |                   |  |                     |
| Cash - Checking Account                      | \$ 646,852        | \$ -   | \$ 646,852          |
| Accounts Receivable                          | 72,023            | -  | 72,023              |
| Investments:                                 |                   |  |                     |
| Money Market Account                         | 86,846            | 317,324  | 404,170             |
| Prepaid Credit Card                          | 2,452             | -  | 2,452               |
| <b>TOTAL ASSETS</b>                          | <b>\$ 808,173</b> | <b>\$ 317,324</b>  | <b>\$ 1,125,497</b> |
| <b>LIABILITIES</b>                           |                   |  |                     |
| Accounts Payable                             | \$ 26,846         | \$ -   | \$ 26,846           |
| Solid Waste fees                             | 1,747             | -  | 1,747               |
| Other Current Liabilities                    | 891               | -  | 891                 |
| <b>TOTAL LIABILITIES</b>                     | <b>29,484</b>     | <b>-</b>   | <b>29,484</b>       |
| <b>FUND BALANCES</b>                         |                   |  |                     |
| <b>Restricted for:</b>                       |                   |  |                     |
| Special Revenue                              | -                 | 317,324  | 317,324             |
| <b>Unassigned:</b>                           | <b>778,689</b>    | <b>-</b>   | <b>778,689</b>      |
| <b>TOTAL FUND BALANCES</b>                   | <b>\$ 778,689</b> | <b>\$ 317,324</b>  | <b>\$ 1,096,013</b> |
| <b>TOTAL LIABILITIES &amp; FUND BALANCES</b> | <b>\$ 808,173</b> | <b>\$ 317,324</b>  | <b>\$ 1,125,497</b> |

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 31, 2018

| ACCOUNT DESCRIPTION            | AMENDED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) |
|--------------------------------|-------------------|------------------------|------------------------|-----------------------------|
| <b><u>REVENUES</u></b>         |                   |                        |                        |                             |
| Interest - Investments         | \$ 2,000          | \$ 1,000               | \$ 516                 | \$ (484)                    |
| Ad Valorem Taxes               | 138,030           | 115,025                | 138,164                | 23,139                      |
| Ad Valorem Taxes - Discounts   | (5,521)           | (4,601)                | (5,424)                | (823)                       |
| Occupational Licenses          | 5,000             | 2,500                  | 17,148                 | 14,648                      |
| Building Permits               | 160,000           | 80,000                 | 552,990                | 472,990                     |
| Local Govt .05c Sales Tax      | 1,000             | 500                    | 41                     | (459)                       |
| Administrative Fees            | -                 | -                      | 495                    | 495                         |
| Other Impact Fees              | 1,500             | 375                    | -                      | (375)                       |
| Developer Contribution         | 1,580,967         | 1,053,978              | 519,568                | (534,410)                   |
| Inspection Fees                | 1,000             | 500                    | 500                    | -                           |
| <b>TOTAL REVENUES</b>          | <b>1,883,976</b>  | <b>1,249,277</b>       | <b>1,223,998</b>       | <b>(25,279)</b>             |
| <b><u>EXPENDITURES</u></b>     |                   |                        |                        |                             |
| <b><u>Administration</u></b>   |                   |                        |                        |                             |
| Mayor/Council Stipend          | 204,000           | 102,000                | 102,000                | -                           |
| FICA Taxes                     | 15,606            | 7,803                  | 7,803                  | -                           |
| ProfServ-Engineering           | 100,000           | 50,000                 | 11,932                 | 38,068                      |
| ProfServ-Legal Services        | 284,280           | 142,140                | 145,694                | (3,554)                     |
| ProfServ-Legislative Expense   | 18,000            | 9,000                  | -                      | 9,000                       |
| ProfServ-Planning/Zoning Board | 170,000           | 85,000                 | 112,713                | (27,713)                    |
| ProfServ-Consultants           | 40,000            | 20,000                 | 7,875                  | 12,125                      |
| ProfServ-Building Permits      | 160,000           | 80,000                 | 221,333                | (141,333)                   |
| Management Services            | 283,830           | 141,915                | 162,968                | (21,053)                    |
| ProfServ-Web Site Maintenance  | 5,900             | 2,950                  | 2,675                  | 275                         |
| Auditing Services              | 7,000             | -                      | -                      | -                           |
| Communication - Telephone      | 7,500             | 3,750                  | 1,326                  | 2,424                       |
| Postage and Freight            | 1,500             | 750                    | 259                    | 491                         |
| Lease - Building               | 500               | 500                    | 500                    | -                           |
| Insurance - General Liability  | 15,000            | 15,000                 | 6,000                  | 9,000                       |
| Printing and Binding           | 1,000             | 500                    | -                      | 500                         |
| Legal Advertising              | 10,000            | 5,000                  | 15,463                 | (10,463)                    |
| General Government             | 33,360            | 16,680                 | 1,266                  | 15,414                      |
| Council Expenses               | 10,000            | 5,000                  | -                      | 5,000                       |
| Misc-Contingency               | 90,000            | 45,000                 | 16,475                 | 28,525                      |
| Office Supplies                | 2,500             | 1,250                  | 3,460                  | (2,210)                     |
| Dues, Licenses, Subscriptions  | 9,000             | 4,500                  | 2,174                  | 2,326                       |
| Cap Outlay - Office Computers  | 20,000            | 10,000                 | -                      | 10,000                      |
| Cap Outlay - Software          | 120,000           | 60,000                 | 1,790                  | 58,210                      |
| <b>Total Administration</b>    | <b>1,608,976</b>  | <b>808,738</b>         | <b>823,706</b>         | <b>(14,968)</b>             |

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 31, 2018

| ACCOUNT DESCRIPTION  | AMENDED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) |
|--|-------------------|------------------------|------------------------|-----------------------------|
| <b><u>Other Public Safety</u></b>                            |                   |                        |                        |                             |
| Contracts-Sheriff  | 275,000           | 137,500                | 12,863                 | 124,637                     |
| <b>Total Other Public Safety</b>                             | <b>275,000</b>    | <b>137,500</b>         | <b>12,863</b>          | <b>124,637</b>              |
| <b>TOTAL EXPENDITURES</b>                                    | <b>1,883,976</b>  | <b>946,238</b>         | <b>836,569</b>         | <b>109,669</b>              |
| Excess (deficiency) of revenues<br>Over (under) expenditures | -                 | 303,039                | 387,429                | 84,390                      |
| Net change in fund balance                                   | \$ -              | \$ 303,039             | \$ 387,429             | \$ 84,390                   |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>                 | <b>391,260</b>    | <b>391,260</b>         | <b>391,260</b>         |                             |
| <b>FUND BALANCE, ENDING</b>                                  | <b>\$ 391,260</b> | <b>\$ 694,299</b>      | <b>\$ 778,689</b>      |                             |

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 31, 2018

| ACCOUNT DESCRIPTION  | AMENDED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) |
|--|-------------------|------------------------|------------------------|-----------------------------|
| <b><u>REVENUES</u></b>                                       |                   |                        |                        |                             |
| Interest - Investments                                       | \$ -              | \$ -                   | \$ 824                 | \$ 824                      |
| Developer Contribution                                       | 316,500           | 316,500                | 316,500                | -                           |
| <b>TOTAL REVENUES</b>  | <b>316,500</b>    | <b>316,500</b>         | <b>317,324</b>         | <b>824</b>                  |
| <b><u>EXPENDITURES</u></b>                                   |                   |                        |                        |                             |
| <b><u>Administration</u></b>                                 |                   |                        |                        |                             |
| Misc-Admin Fee (%)   | 22,155            | 11,078                 | -                      | 11,078                      |
| Assistance Program   | 294,345           | 147,173                | -                      | 147,173                     |
| <b>Total Administration</b>                                  | <b>316,500</b>    | <b>158,251</b>         | <b>-</b>               | <b>158,251</b>              |
| <b>TOTAL EXPENDITURES</b>                                    | <b>316,500</b>    | <b>158,251</b>         | <b>-</b>               | <b>158,251</b>              |
| Excess (deficiency) of revenues<br>Over (under) expenditures | -                 | 158,249                | 317,324                | 159,075                     |
| Net change in fund balance                                   | \$ -              | \$ 158,249             | \$ 317,324             | \$ 159,075                  |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>                 | <b>-</b>          | <b>-</b>               | <b>-</b>               |                             |
| <b>FUND BALANCE, ENDING</b>                                  | <b>\$ -</b>       | <b>\$ 158,249</b>      | <b>\$ 317,324</b>      |                             |



Cash and Investment Report

March 31, 2018

**GENERAL FUND**

| <u>Account Name</u>          | <u>Bank Name</u> | <u>Investment Type</u> | <u>Maturity</u> | <u>Yield</u> | <u>Balance</u>   |
|------------------------------|------------------|------------------------|-----------------|--------------|------------------|
| Checking Account - Operating | BankUnited       | Checking Account       | n/a             | n/a          | \$646,852        |
| Money Market                 | BankUnited       | MMA                    | n/a             | 1.00%        | \$86,846         |
| <b>Subtotal</b>              |                  |                        |                 |              | <b>\$733,698</b> |

**SPECIAL REVENUE FUND**

|                 |            |     |     |       |                    |
|-----------------|------------|-----|-----|-------|--------------------|
| Money Market    | BankUnited | MMA | n/a | 1.00% | \$317,324          |
| <b>Subtotal</b> |            |     |     |       | <b>\$317,324</b>   |
| <b>Total</b>    |            |     |     |       | <b>\$1,051,022</b> |

**City of Westlake**

Bank Reconciliation

Bank Account No. 0300 Bank United - GF  
 Statement No. 03-18  
 Statement Date 3/31/2018

|                             |            |                             |            |
|-----------------------------|------------|-----------------------------|------------|
| <b>G/L Balance (LCY)</b>    | 646,852.16 | <b>Statement Balance</b>    | 694,858.91 |
| <b>G/L Balance</b>          | 646,852.16 | <b>Outstanding Deposits</b> | 526.74     |
| <b>Positive Adjustments</b> | 0.00       |                             |            |
|                             | <hr/>      |                             |            |
| <b>Subtotal</b>             | 646,852.16 | <b>Subtotal</b>             | 695,385.65 |
| <b>Negative Adjustments</b> | 0.00       | <b>Outstanding Checks</b>   | 48,533.49  |
|                             | <hr/>      | <b>Differences</b>          | 0.00       |
| <b>Ending G/L Balance</b>   | 646,852.16 | <b>Ending Balance</b>       | 646,852.16 |
| <b>Difference</b>           | 0.00       |                             |            |

| Posting Date                           | Document Type | Document No. | Description                   | Amount           | Cleared Amount | Difference       |
|--|---------------|--------------|-------------------------------|------------------|----------------|------------------|
| <b>Outstanding Checks</b>              |               |              |                               |                  |                |                  |
| 3/23/2018                              | Payment       | 7421         | NZ CONSULTANTS, INC.          | 14,570.00        | 0.00           | 14,570.00        |
| 3/23/2018                              | Payment       | 7424         | FLORIDA TECHNICAL CONSULTANTS | 1,790.00         | 0.00           | 1,790.00         |
| 3/29/2018                              | Payment       | 7426         | INFRAMARK, LLC                | 31,573.49        | 0.00           | 31,573.49        |
| 3/29/2018                              | Payment       | 7427         | MARK L. DUBOIS                | 600.00           | 0.00           | 600.00           |
| <b>Total Outstanding Checks.....</b>   |               |              |                               | <b>48,533.49</b> |                | <b>48,533.49</b> |
| <b>Outstanding Deposits</b>            |               |              |                               |                  |                |                  |
| 3/1/2018                               |               | JE000138     | CREDIT CARD -DUP PYMT         | G/L Acc 526.74   | 0.00           | 526.74           |
| <b>Total Outstanding Deposits.....</b> |               |              |                               | <b>526.74</b>    |                | <b>526.74</b>    |

## **City of Westlake**

**Check register**

**March 1 - 31, 2018**

CITY OF WESTLAKE

**Payment Register by Fund**  
**For the Period from 03/1/2018 to 03/31/2018**  
**(Sorted by Check / ACH No.)**

| Fund No.           | Check / ACH No. | Date     | Payee                             | Invoice No.   | Payment Description            | Invoice / GL Description       | G/L Account # | Amount Paid |
|--------------------|-----------------|----------|-----------------------------------|---------------|--------------------------------|--------------------------------|---------------|-------------|
| GENERAL FUND - 001 |                 |          |                                   |               |                                |                                |               |             |
| 001                | 7408            | 03/06/18 | T-MOBILE USA, INC.                | 63851-030118  | SERVICE THRU 02/21/18          | Communication - Telephone      | 541003-51301  | \$220.54    |
| 001                | 7409            | 03/06/18 | INFRAMARK, LLC                    | 27950         | MANGEMENT FEES-FEB 2018        | Management Services            | 531093-51301  | \$31,196.83 |
| 001                | 7409            | 03/06/18 | INFRAMARK, LLC                    | 27950         | MANGEMENT FEES-FEB 2018        | Postage and Freight            | 541006-51301  | \$29.88     |
| 001                | 7409            | 03/06/18 | INFRAMARK, LLC                    | 27950         | MANGEMENT FEES-FEB 2018        | Office Supplies                | 551002-51301  | \$6.50      |
| 001                | 7409            | 03/06/18 | INFRAMARK, LLC                    | 27950         | MANGEMENT FEES-FEB 2018        | WEB                            | 531094-51301  | \$366.67    |
| 001                | 7410            | 03/06/18 | OFFICE DEPOT                      | 108546322001  | ERASER,MARKER,PENS             | Office Supplies                | 551002-51301  | \$48.74     |
| 001                | 7410            | 03/06/18 | OFFICE DEPOT                      | 108546189001  | HIGH LIGHTERS,MARKERS          | Office Supplies                | 551002-51301  | \$21.38     |
| 001                | 7411            | 03/09/18 | PBC FINANCE DEPARTMENT            | TLAKE-030218  | INACT FEE-FEBRUARY 2017        | Other Current Liabilities      | 229000        | \$58,352.99 |
| 001                | 7412            | 03/20/18 | CHEN MOORE & ASSOCIATES, INC.     | 0000135038    | SERVICES 2/1/18-2/28/18        | ProfServ-Engineering           | 531013-51501  | \$41,314.98 |
| 001                | 7413            | 03/20/18 | NOVA ENGINEERING AND              | 0158700       | SERVICES 1/18/18-2/24/18       | ProfServ-Building Permits      | 531091-51501  | \$42,857.50 |
| 001                | 7414            | 03/20/18 | OFFICE DEPOT                      | 110596664001  | DESK,MECH,WASTEBASKET          | Office Supplies                | 551002-51301  | \$34.86     |
| 001                | 7415            | 03/21/18 | CMG-PB REMITTANCE ADDRESS         | 35857-0301218 | NOTICE PUBLIC HEARING 3/12/18  | Legal Advertising              | 548002-51301  | \$700.00    |
| 001                | 7416            | 03/21/18 | OFFICE DEPOT                      | 112115714001  | WIRELESS COMBO                 | Office Supplies                | 551002-51301  | \$91.98     |
| 001                | 7416            | 03/21/18 | OFFICE DEPOT                      | 112115713001  | CABLE USB                      | Office Supplies                | 551002-51301  | \$29.11     |
| 001                | 7416            | 03/21/18 | OFFICE DEPOT                      | 112115567001  | TAPE                           | Office Supplies                | 551002-51301  | \$11.98     |
| 001                | 7416            | 03/21/18 | OFFICE DEPOT                      | 110597151001  | FOLDER/HOLDER                  | Office Supplies                | 551002-51301  | \$35.48     |
| 001                | 7417            | 03/21/18 | PBC SHERIFF'S OFFICE              | 59305         | OFF DUTE-02/12/18 PUBLIC MEET  | Contracts-Sheriff              | 534100-52901  | \$184.00    |
| 001                | 7417            | 03/21/18 | PBC SHERIFF'S OFFICE              | 59304         | OFF DUTE-2/1/18-2/27/18        | Contracts-Sheriff              | 534100-52901  | \$2,668.00  |
| 001                | 7418            | 03/21/18 | MARK L. DUBOIS                    | 18165         | SERVICES 01/29/18-02/08/18     | ProfServ-Mgmt Consulting Serv  | 531027-51301  | \$700.00    |
| 001                | 7418            | 03/21/18 | MARK L. DUBOIS                    | 18168         | SERVICES-02/28/18-03/08/18     | General Government             | 549109-51301  | \$250.00    |
| 001                | 7419            | 03/21/18 | CENTRAL PALM BEACH COUNTY         | 114578        | ANNUAL RENEWAL                 | Dues, Licenses, Subscriptions  | 554020-51301  | \$1,000.00  |
| 001                | 7420            | 03/23/18 | LAW OFFICES OF PAM E. BOOKER, ESQ | 121           | SERVICES FOR MARCH 2018        | ProfServ-Legal Services        | 531023-51401  | \$24,282.25 |
| 001                | 7421            | 03/23/18 | NZ CONSULTANTS, INC.              | WES-15        | SERVICES FOR DEC 2017          | ProfServ-Planning/Zoning Board | 531032-51501  | \$14,570.00 |
| 001                | 7422            | 03/23/18 | OFFICE DEPOT                      | 114462891001  | SHT PROTECT,POSTIT,HIGHLIGHT   | Office Supplies                | 551002-51301  | \$113.22    |
| 001                | 7422            | 03/23/18 | OFFICE DEPOT                      | 114463943001  | INSERTABLE TABS                | Office Supplies                | 551002-51301  | \$8.98      |
| 001                | 7422            | 03/23/18 | OFFICE DEPOT                      | 114463945001  | 8 COMPT DRAWER ORG             | Office Supplies                | 551002-51301  | \$11.99     |
| 001                | 7422            | 03/23/18 | OFFICE DEPOT                      | 114463944001  | TAB FOLDER,HANG, PLASTIC       | Office Supplies                | 551002-51301  | \$13.38     |
| 001                | 7422            | 03/23/18 | OFFICE DEPOT                      | 115969231001  | UPS,350VA,3 UPS/3 SURGE        | Office Supplies                | 551002-51301  | \$45.49     |
| 001                | 7422            | 03/23/18 | OFFICE DEPOT                      | 114463941001  | SERGE/FLASH DRIVE              | Office Supplies                | 551002-51301  | \$63.66     |
| 001                | 7422            | 03/23/18 | OFFICE DEPOT                      | 115968458001  | .5,1,1.BINDER,1/3 CUT,TABS,ETC | Office Supplies                | 551002-51301  | \$90.78     |
| 001                | 7423            | 03/23/18 | CARD SERVICES CENTER              | 0943-030918   | K.CASSEL-MARCH 2018            | LUNCH W/ROB ITID               | 551002-51301  | \$27.87     |
| 001                | 7423            | 03/23/18 | CARD SERVICES CENTER              | 0968-030918   | L.LOBRUTTO-MARCH 2018          | AMAZON                         | 551002-51301  | \$177.98    |
| 001                | 7423            | 03/23/18 | CARD SERVICES CENTER              | 0968-030918   | L.LOBRUTTO-MARCH 2018          | AMAZON PRIME                   | 551002-51301  | \$13.24     |
| 001                | 7423            | 03/23/18 | CARD SERVICES CENTER              | 0968-030918   | L.LOBRUTTO-MARCH 2018          | WALGREENS                      | 551002-51301  | \$7.98      |
| 001                | 7424            | 03/23/18 | FLORIDA TECHNICAL CONSULTANTS     | 380           | GIS IMPLEMENTATION             | Cap Outlay - Software          | 564031-51301  | \$1,790.00  |

CITY OF WESTLAKE

**Payment Register by Fund**  
**For the Period from 03/1/2018 to 03/31/2018**  
**(Sorted by Check / ACH No.)**

| Fund No. | Check / ACH No. | Date     | Payee                             | Invoice No.  | Payment Description            | Invoice / GL Description | G/L Account #     | Amount Paid                |
|----------|-----------------|----------|-----------------------------------|--------------|--------------------------------|--------------------------|-------------------|----------------------------|
| 001      | 7425            | 03/23/18 | INLET GROVE COMMUNITY HIGH SCHOOL | TLAKE-031318 | ADVERTISE-K-LONGROBINSON       | General Government       | 549109-51301      | \$125.00                   |
| 001      | 7426            | 03/29/18 | INFRAMARK, LLC                    | 28817        | SERVICES MARCH 2018            | Management Services      | 531093-51301      | \$31,196.83                |
| 001      | 7426            | 03/29/18 | INFRAMARK, LLC                    | 28817        | SERVICES MARCH 2018            | Postage and Freight      | 541006-51301      | \$9.99                     |
| 001      | 7426            | 03/29/18 | INFRAMARK, LLC                    | 28817        | SERVICES MARCH 2018            | WEB                      | 531094-51301      | \$366.67                   |
| 001      | 7427            | 03/29/18 | MARK L. DUBOIS                    | 18166        | SERVICES 02/12/18-02/21/18     | Management Services      | 531093-51301      | \$600.00                   |
| 001      | 7405            | 03/12/18 | PHILLIP D EVERETT                 | PAYROLL      | March 12, 2018 Payroll Posting |                          |                   | \$2,909.27                 |
| 001      | 7406            | 03/12/18 | KATRINA L. LONG                   | PAYROLL      | March 12, 2018 Payroll Posting |                          |                   | \$2,784.77                 |
| 001      | 7407            | 03/12/18 | JOHN A. STANAVITCH                | PAYROLL      | March 12, 2018 Payroll Posting |                          |                   | \$2,867.77                 |
| 001      | DD115           | 03/12/18 | KARA S. CRUMP                     | PAYROLL      | March 12, 2018 Payroll Posting |                          |                   | \$2,784.77                 |
| 001      | DD116           | 03/12/18 | ROGER B MANNING                   | PAYROLL      | March 12, 2018 Payroll Posting |                          |                   | \$2,826.27                 |
|          |                 |          |                                   |              |                                |                          | <b>Fund Total</b> | <b><u>\$267,809.58</u></b> |

**Total Checks Paid**    **\$267,809.58**

## **Seventh Order of Business**

May 14, 2018

## RESOLUTION 2018-11

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT OF TOWN CENTER PARKWAY, PHASE II, BEING DESCRIBED AS A PORTION LAND DESCRIBED BY METES AND BOUNDS AS A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, Minto PBLH, LLC, a Florida Limited Liability Company, as the Applicant has requested approval for the Town Center Parkway, Phase II, Final Plat, described by metes and bounds as a parcel of land lying in Section 6, Township 43 South, Range 41 East, in the City of Westlake, Palm Beach County, Florida, as described in Exhibit "A", attached hereto; and

**WHEREAS**, the City of Westlake has the exclusive jurisdiction to approve the plat pursuant to Florida Statutes, §177.071; and

**WHEREAS**, the application has been reviewed and approved by a Professional Surveyor and Mapper for the City of Westlake, and said Surveyor and Mapper has found the application to be consistent with the requirements under Florida Statutes, Chapter 177; and

**WHEREAS**, the Building staff, Engineering staff and Planning staff for the City of Westlake have reviewed the application, the final plat and the boundary survey, and the collective staff has recommended approval; and

**WHEREAS**, after careful review and consideration, the collective staff has determined that this application has complied with the Palm Beach County Unified Land Development Codes and Florida law.

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

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

**Section 2:** The City Council for the City of Westlake hereby approves the final plat and boundary survey for Town Center Parkway, Phase II, as described in the attached Exhibit "A", containing approximately 14.253 acres, which is located in the City of Westlake, and in Palm Beach County, Florida.

**Section 3.** The applicant shall provide a certified copy of the recorded plat and the applicant shall cover the costs of recording the plat in the public records in and for Palm Beach County Florida.

**Section 4:** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** by City Council for the City of Westlake, on this 14<sup>th</sup> day  
of May, 2018.

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City of Westlake  
Roger Manning, Mayor

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Sandra Demarco, City Clerk

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



**TOWN CENTER PARKWAY – PHASE II**

**DESCRIPTION:** A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THENCE S.89°48'53"E. ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, ALSO KNOWN AS THE NORTH RIGHT-OF-WAY LINE OF THE M-CANAL PER DEED BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 1428.35 FEET; THENCE S.00°11'07"W., A DISTANCE OF 530.00 FEET TO THE SOUTHERLY MOST NORTHEAST CORNER OF TOWN CENTER PARKWAY NORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 123, PAGES 106 THROUGH 118, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE ALONG THE EAST BOUNDARY LINE OF SAID TOWN CENTER PARKWAY NORTH FOR THE FOLLOWING TWO (2) COURSES: 1) S.00°11'07"W., A DISTANCE OF 1919.32 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 206.79 FEET; 2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°56'39", A DISTANCE OF 339.06 FEET TO POINT OF TANGENCY AND THE **POINT OF BEGINNING**; THENCE S.85°52'14"E., A DISTANCE OF 1132.12 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 4910.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°15'55", A DISTANCE OF 365.53 FEET TO A NON-TANGENT INTERSECTION; THENCE N.83°47'51"E., A DISTANCE OF 93.56 FEET; THENCE S.88°51'59"E., A DISTANCE OF 157.56 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 4910.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°49'19", A DISTANCE OF 241.82 FEET TO A POINT OF TANGENCY; THENCE N.84°07'02"E., A DISTANCE OF 499.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 3090.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°56'39", A DISTANCE OF 536.30 FEET TO THE POINT OF TANGENCY; THENCE S.85°56'19"E., A DISTANCE OF 416.69 FEET; THENCE S.04°03'38"W., A DISTANCE OF 180.00 FEET; THENCE N.85°56'19"W., A DISTANCE OF 416.69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 2910.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°56'39", A DISTANCE OF 505.06 FEET TO THE POINT OF TANGENCY; THENCE S.84°07'02"W., A DISTANCE OF 499.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 5090.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°00'44", A DISTANCE OF 889.46 FEET TO A POINT OF TANGENCY; THENCE N.85°52'14"W., A DISTANCE OF 1132.12 FEET TO A POINT ON THE EAST BOUNDARY OF TOWN CENTER PARKWAY NORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 123, PAGES 106 THROUGH 118, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N.04°07'46"E. ALONG SAID EAST BOUNDARY OF TOWN CENTER PARKWAY NORTH, A DISTANCE OF 180.00 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING:** 14.253 ACRES, MORE OR LESS.

# TOWN CENTER PARKWAY - PHASE II

BEING A PLAT OF A PORTION OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA

### DEDICATION AND DESCRIPTION:

KNOW ALL MEN BY THESE PRESENTS THAT MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN AND DESCRIBED HEREON AS TOWN CENTER PARKWAY - PHASE II, BEING A PLAT OF A PORTION OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**DESCRIPTION:** A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THENCE S.89°48'53"E. ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, ALSO KNOWN AS THE NORTH RIGHT-OF-WAY LINE OF THE McANAL PER DEED BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 1428.35 FEET; THENCE S.00°11'07"W., A DISTANCE OF 530.00 FEET TO THE SOUTHERLY MOST NORTHEAST CORNER OF TOWN CENTER PARKWAY NORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 123, PAGES 106 THROUGH 118, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE ALONG THE EAST BOUNDARY LINE OF SAID TOWN CENTER PARKWAY NORTH FOR THE FOLLOWING TWO (2) COURSES: 1) S.00°11'07"W., A DISTANCE OF 1919.32 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 206.79 FEET; 2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°56'39", A DISTANCE OF 339.06 FEET TO POINT OF TANGENCY AND THE POINT OF BEGINNING; THENCE S.85°52'14"E., A DISTANCE OF 1132.12 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 4910.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°15'55", A DISTANCE OF 365.53 FEET TO A NON-TANGENT INTERSECTION; THENCE N.83°47'51"E., A DISTANCE OF 93.56 FEET; THENCE S.88°51'59"E., A DISTANCE OF 157.56 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 4910.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°49'19", A DISTANCE OF 241.82 FEET TO A POINT OF TANGENCY; THENCE N.84°07'02"E., A DISTANCE OF 499.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 3090.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°56'39", A DISTANCE OF 536.30 FEET TO THE POINT OF TANGENCY; THENCE S.85°56'19"E., A DISTANCE OF 416.69 FEET; THENCE S.04°03'38"W., A DISTANCE OF 180.00 FEET; THENCE N.85°56'19"W., A DISTANCE OF 416.69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 2910.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°56'39", A DISTANCE OF 505.06 FEET TO THE POINT OF TANGENCY; THENCE S.84°07'02"W., A DISTANCE OF 499.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 5090.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°00'44", A DISTANCE OF 889.46 FEET TO A POINT OF TANGENCY; THENCE N.85°52'14"W., A DISTANCE OF 1132.12 FEET TO A POINT ON THE EAST BOUNDARY OF TOWN CENTER PARKWAY NORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 123, PAGES 106 THROUGH 118, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N.04°07'46"E. ALONG SAID EAST BOUNDARY OF TOWN CENTER PARKWAY NORTH, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 14.253 ACRES, MORE OR LESS.

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

### DEDICATION:

**ROAD RIGHT-OF-WAY**  
TOWN CENTER PARKWAY, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE CITY OF WESTLAKE, A FLORIDA MUNICIPAL CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS, FOR ROAD RIGHT-OF-WAY PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE CITY OF WESTLAKE.  
THE SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ITS SUCCESSORS AND ASSIGNS, IS HEREBY GRANTED AN EASEMENT OVER THE ROAD RIGHT-OF-WAY FOR ANY AND ALL PURPOSES AUTHORIZED BY CHAPTER 2000-431, LAWS OF FLORIDA AND CHAPTERS 189 AND 298, FLORIDA STATUTES, IN SO FAR AS SUCH USES ARE NOT INCONSISTENT WITH ITS UTILIZATION FOR ROAD RIGHT-OF-WAY PURPOSES. RESPONSIBILITY FOR THE INSTALLATION, MAINTENANCE, OPERATIONS, REPAIR AND/OR REPLACEMENT OF ANY FACILITIES SO INSTALLED SHALL REMAIN THE PERPETUAL OBLIGATION OF THE SEMINOLE IMPROVEMENT DISTRICT, WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

**OPEN SPACE TRACTS**  
TRACTS O.S.T. #1 THROUGH O.S.T. #6, INCLUSIVE, AS SHOWN HEREON, ARE HEREBY RESERVED FOR MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE PURPOSES.

**UTILITY EASEMENTS**  
ALL UTILITY EASEMENTS, DESCRIBED ON THE PLAT ARE PRIVATE NON-EXCLUSIVE EASEMENTS UNLESS EXPRESSLY STATED OTHERWISE THEREIN. ALL UTILITY RIGHTS AND EASEMENTS ESTABLISHED BY OR RESERVED BY THIS PLAT ARE HEREBY RESERVED TO THE SEMINOLE IMPROVEMENT DISTRICT, (A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTERS 189 AND 298, FLORIDA STATUTES, AS A PUBLIC UTILITY PROVIDER OF WATER, SEWER AND RECLAIMED WATER), ITS SUCCESSORS AND ASSIGNS, SUBJECT TO THOSE CERTAIN RESTRICTION OF RIGHTS, COVENANTS AND DEDICATIONS AS MAY HEREAFTER BE IMPOSED BY GRANTOR. PROVIDED FURTHER SAID GRANTS OR ASSIGNMENTS SHALL NOT BE DEEMED A PUBLIC DEDICATION OF SAID RIGHTS OR EASEMENTS. THE SEMINOLE IMPROVEMENT DISTRICT SHALL HAVE THE RIGHT TO GRANT OTHER UTILITY PROVIDERS THE ABILITY TO USE THE EASEMENT, IN ITS SOLE DISCRETION.

**RURAL PARKWAY EASEMENTS**  
THE RURAL PARKWAY EASEMENTS (R.P.E.), AS SHOWN HEREON ARE HEREBY DEDICATED TO THE SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ITS SUCCESSORS AND ASSIGNS, FOR PROPER PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID DISTRICT, ITS SUCCESSORS AND ASSIGNS WITHOUT RECOURSE TO CITY OF WESTLAKE.

IN WITNESS WHEREOF, THE ABOVE NAMED FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER AND ITS COMPANY SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS MEMBERS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

MINTO PBLH, LLC  
A FLORIDA LIMITED LIABILITY COMPANY  
BY: JOHN F. CARTER, MANAGER  
WITNESS: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
WITNESS: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

**ACKNOWLEDGEMENT**  
STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED JOHN F. CARTER WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS MANAGER OF MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID COMPANY, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE COMPANY SEAL OF SAID COMPANY AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR COMPANY AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA  
PRINT NAME: \_\_\_\_\_  
COMMISSION NO. \_\_\_\_\_  
(SEAL)

### ACCEPTANCE OF DEDICATION

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THE CITY OF WESTLAKE, FLORIDA, A MUNICIPAL CORPORATION, HEREBY ACCEPTS THE DEDICATION OF ROAD RIGHT-OF-WAY AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREOF, DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

CITY OF WESTLAKE  
A MUNICIPAL CORPORATION  
WITNESS: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_ CITY MANAGER, KEN CASSEL  
BY: \_\_\_\_\_  
WITNESS: \_\_\_\_\_ CITY MAYOR, ROGER MANNING  
PRINT NAME: \_\_\_\_\_

### ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED \_\_\_\_\_ (PRINTED NAME) WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS \_\_\_\_\_ OF THE CITY OF WESTLAKE, A MUNICIPAL CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT [HE] [SHE] EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL (IF AVAILABLE) OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA  
PRINT NAME: \_\_\_\_\_  
COMMISSION NO. \_\_\_\_\_  
(SEAL)

### ACCEPTANCE OF DEDICATION AND RESERVATIONS

STATE OF FLORIDA  
COUNTY OF PALM BEACH

SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, HEREBY ACCEPTS THE DEDICATIONS AND RESERVATIONS TO SAID DISTRICT AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREOF, DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

SEMINOLE IMPROVEMENT DISTRICT  
AN INDEPENDENT SPECIAL DISTRICT  
OF THE STATE OF FLORIDA  
WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_ SCOTT MASSEY, PRESIDENT  
WITNESS: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

### ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED SCOTT MASSEY WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF SEMINOLE IMPROVEMENT DISTRICT, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID DISTRICT, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE DISTRICT SEAL OF SAID DISTRICT AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR DISTRICT AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID DISTRICT.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA  
PRINT NAME: \_\_\_\_\_  
COMMISSION NO. \_\_\_\_\_  
(SEAL)

MINTO PBLH, LLC CITY OF WESTLAKE ACCEPTANCE SEMINOLE IMPROVEMENT DISTRICT MORTGAGEE'S JOINDER AND CONSENT CITY OF WESTLAKE APPROVAL SURVEYOR'S SEAL

### MORTGAGEE'S JOINDER AND CONSENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF [A] MORTGAGE[S], UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE[S] WHICH [IS] [ARE] RECORDED IN OFFICIAL RECORD BOOK \_\_\_\_\_ AT PAGE[S] \_\_\_\_\_ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS [PRESIDENT] [VICE PRESIDENT] AND ITS CORPORATE SEAL TO BE AFFIXED HEREOF BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
(CORPORATE NAME)  
A \_\_\_\_\_ (STATE) CORPORATION  
WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_ SIGNATURE OF PRESIDENT OR VICE PRESIDENT  
WITNESS: \_\_\_\_\_ PRINT NAME - TITLE  
PRINT NAME: \_\_\_\_\_

### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME PERSONALLY APPEARED \_\_\_\_\_ (PRINTED NAME) WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS [VICE] PRESIDENT OF \_\_\_\_\_ (CORPORATION NAME), A CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT [HE] [SHE] EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL (IF AVAILABLE) OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA  
PRINT NAME: \_\_\_\_\_  
COMMISSION NO. \_\_\_\_\_  
(SEAL)

### CITY OF WESTLAKE'S APPROVAL

THIS CERTIFIES THAT THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF WESTLAKE BY A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018, IN ACCORDANCE WITH SEC. 177.071(2), F.S., AND HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR & MAPPER EMPLOYED BY THE CITY OF WESTLAKE IN ACCORDANCE WITH SEC. 177.081(1), F.S.

ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_  
CITY MANAGER, KEN CASSEL CITY MAYOR, ROGER MANNING

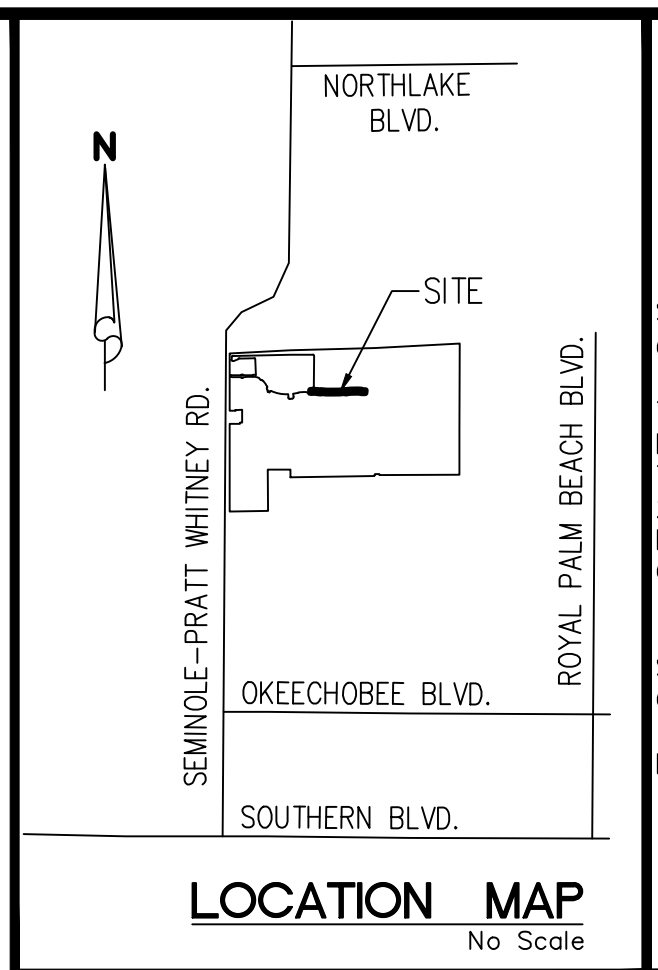
### TITLE CERTIFICATION

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

WE, FOUNDERS TITLE, A TITLE INSURANCE COMPANY, AS DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED IN MINTO PBLH, LLC; THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT ALL PALM BEACH COUNTY SPECIAL ASSESSMENT ITEMS, AND ALL OTHER ITEMS HELD AGAINST SAID LANDS HAVE BEEN SATISFIED; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: \_\_\_\_\_ HARRY BINNIE, PRESIDENT  
FOUNDERS TITLE

THIS INSTRUMENT PREPARED BY  
LUIS J. ORTIZ, P.S.M.  
LS7006 STATE OF FLORIDA.  
GEOPOINT SURVEYING, INC.  
4152 WEST BLUE HERON BOULEVARD, SUITE 105,  
RIVIERA BEACH, FLORIDA 33404.  
CERTIFICATE OF AUTHORIZATION NO. LB7768



STATE OF FLORIDA }  
COUNTY OF PALM BEACH } S.S.

THIS INSTRUMENT WAS FILED FOR RECORD AT \_\_\_\_\_ M. THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018, AND DULY RECORDED IN PLAT BOOK NO. \_\_\_\_\_ ON PAGE \_\_\_\_\_

SHARON R. BOCK,  
CLERK AND COMPTROLLER  
BY: \_\_\_\_\_, D.C.

### AREA TABULATION (ACRES)

|                                       |              |
|---------------------------------------|--------------|
| TOWN CENTER PARKWAY (RIGHT-OF-WAY):   | 6.839        |
| OPEN SPACE TRACTS:                    |              |
| O.S.T. #1                             | 1.021        |
| O.S.T. #2                             | 1.021        |
| O.S.T. #3                             | 2.362        |
| O.S.T. #4                             | 2.334        |
| O.S.T. #5                             | 0.338        |
| O.S.T. #6                             | 0.338        |
| TOWN CENTER PARKWAY NORTH - PHASE II: | 14.253 TOTAL |

### SURVEYORS NOTES

- PERMANENT REFERENCE MONUMENTS ARE SHOWN THUS: "■" A 1/2" BRASS DISK STAMPED "PRM LB7768" SET IN A 4"x4" CONCRETE MONUMENT. PERMANENT CONTROL POINTS ARE SHOWN AS THUS: "●" A MAGNETIC NAIL AND DISK STAMPED "PCP LB7768". MONUMENTS ARE SHOWN AS THUS: "●" A 1/2" IRON ROD WITH CAP STAMPED "LB7768". (UNLESS OTHERWISE NOTED)
- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, HAVING A GRID BEARING OF S.89°48'53"E. BEARINGS SHOWN HEREON, REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83 / 07) FOR THE EAST ZONE OF FLORIDA. SAID BASIS OF BEARING IS THE SAME IN THE NORTH AMERICAN DATUM OF 1983 (NAD 83 / 90).
- NO BUILDING OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY OF WESTLAKE APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS. THERE WILL BE NO ABOVE GROUND ENCROACHMENTS WHERE LAKE MAINTENANCE EASEMENTS AND UTILITY EASEMENTS COINCIDE.
- THE BUILDING SETBACKS SHALL BE AS REQUIRED BY THE CITY OF WESTLAKE ZONING REGULATIONS.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
- IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
- ALL LINES INTERSECTING CIRCULAR CURVES ARE RADIAL UNLESS OTHERWISE NOTED.
- COORDINATES SHOWN HEREON ARE FLORIDA STATE PLANE GRID DATUM = NAD83 2007 ADJUSTMENT ZONE = FLORIDA EAST LINEAR UNITS = US SURVEY FEET COORDINATE SYSTEM = 1983 STATE PLANE PROJECTION = TRANSVERSE MERCATOR ALL DISTANCES ARE GROUND SCALE FACTOR: 1.0000 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE PLAT BEARING = GRID BEARING NO ROTATION ALL TIES TO SECTION CORNERS AND QUARTER CORNERS ARE GENERATED FROM MEASURED VALUES

### SURVEYOR & MAPPER'S CERTIFICATE

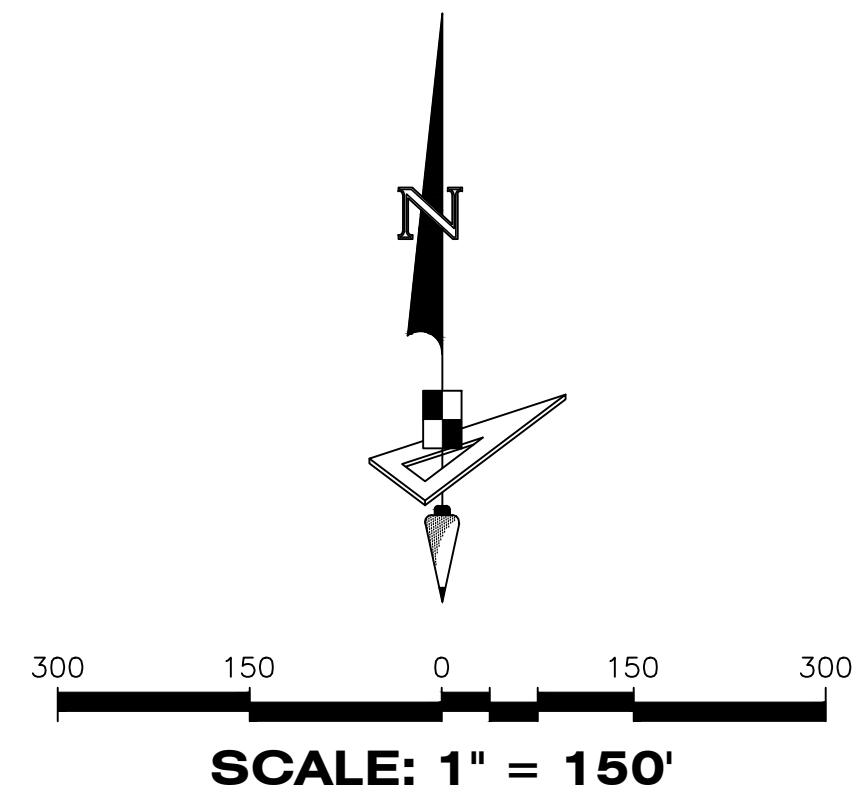
THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.S.") HAVE BEEN PLACED AS REQUIRED BY LAW, AND THAT PERMANENT CONTROL POINTS ("P.C.P.S."), AND MONUMENTS ACCORDING TO SEC. 177.091(9), F.S., WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF WESTLAKE FOR THE REQUIRED IMPROVEMENTS; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177-PART 1, PLATTING, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF WESTLAKE, FLORIDA.

DATE: \_\_\_\_\_ LUIS J. ORTIZ, P.S.M.  
LICENSE NO. LS7006  
STATE OF FLORIDA

GeoPoint Surveying, Inc.  
4152 W. Blue Heron Blvd. Phone: (561) 444-2720  
Suite 105 www.geopointsurvey.com  
Riviera Beach, FL 33404 Licensed Business Number LB 7768  
Sheet No. 1 of 5 Sheets

# TOWN CENTER PARKWAY - PHASE II

BEING A PLAT OF A PORTION OF  
SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,  
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA



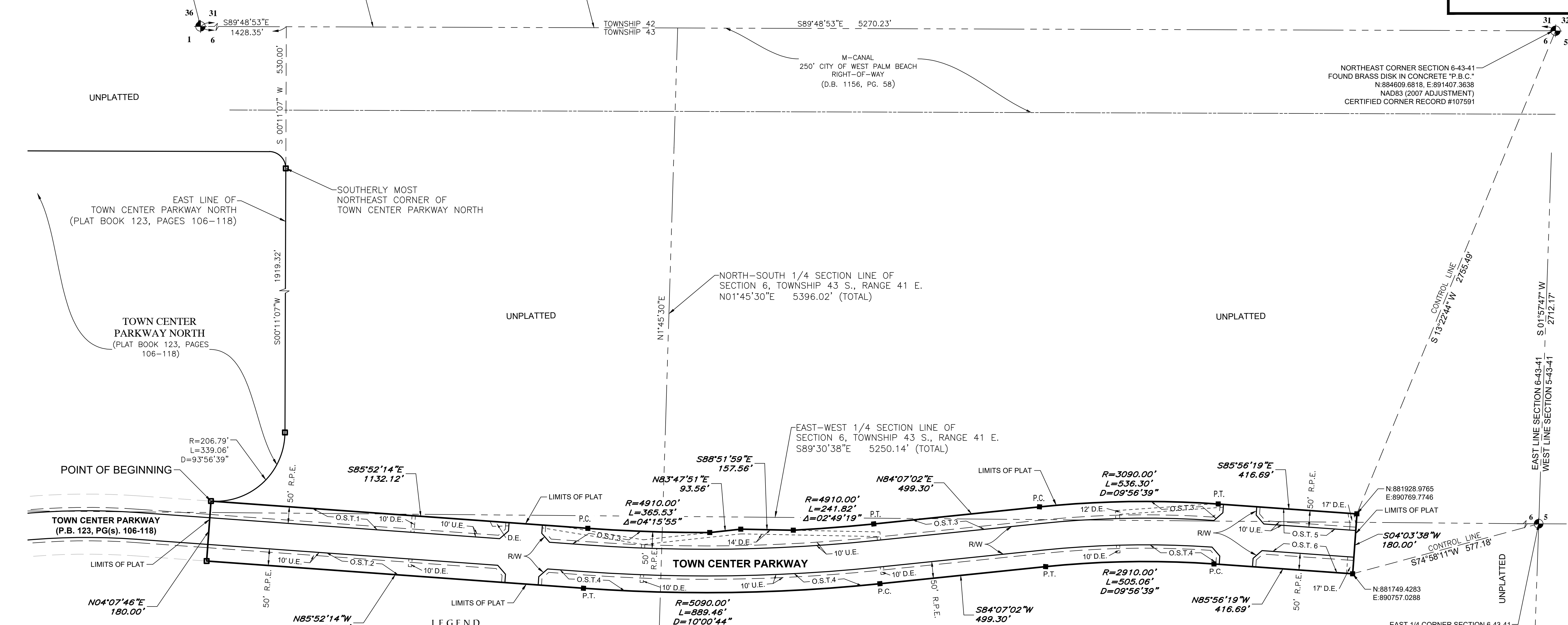
POINT OF COMMENCEMENT  
NORTHWEST CORNER OF  
SECTION 6, TOWNSHIP 43 S., RANGE 41 E.  
SET 3.5" IRON PIPE "PUBLIC LAND SURVEY  
CORNER-TALLAHASSEE MERIDIAN"  
BRASS DISK "10' EAST" SET IN CONCRETE  
FOUND 10' EAST ON SECTION LINE  
N: 884626.7147  
E: 886137.1629  
NAD83 (2007 ADJUSTMENT)  
CERTIFIED CORNER RECORD #107597

NORTH RIGHT-OF-WAY LINE  
OF M-CANAL  
(D.B. 1156, PG. 58)

BASIS OF BEARING  
NORTH LINE OF SECTION 6,  
TOWNSHIP 43 S., RANGE 41 E.  
S.89°48'53"E., 5270.23'

NORTHEAST CORNER SECTION 6-43-41  
FOUND BRASS DISK IN CONCRETE "P.B.C."  
N:884609.6818, E:891407.3638  
NAD83 (2007 ADJUSTMENT)  
CERTIFIED CORNER RECORD #107591

EAST 1/4 CORNER SECTION 6-43-41  
FOUND BRASS DISK IN CONCRETE "P.B.C."  
N:881899.1079  
E:891314.4578  
NAD83 (2007 ADJUSTMENT)  
CERTIFIED CORNER RECORD #107596



LEGEND

|                 |                                    |
|-----------------|------------------------------------|
| P.B. -----      | PLAT BOOK                          |
| SIR● -----      | SET 1/2" IRON ROD LB7768           |
| D.B. -----      | DEED BOOK                          |
| D.E. -----      | DRAINAGE EASEMENT                  |
| PG./PG(S) ----- | PAGE(S)                            |
| W.M.T. -----    | WATER MANAGEMENT TRACT             |
| O.S.T. -----    | OPEN SPACE TRACT                   |
| R.P.E. -----    | RURAL PARKWAY EASEMENT             |
| P.B.C. -----    | PALM BEACH COUNTY                  |
| U.E. -----      | UTILITY EASEMENT                   |
| R -----         | RADIUS                             |
| L -----         | ARCH LENGTH                        |
| D -----         | DELTA ANGLE                        |
| CB -----        | CHORD BEARING                      |
| C -----         | CHORD                              |
| 6-43-41 -----   | SECTION-TOWNSHIP-RANGE             |
| □ -----         | FOUND PERMANENT REFERENCE MONUMENT |
| ■ -----         | SET PERMANENT REFERENCE MONUMENT   |
| ● -----         | PERMANENT CONTROL POINT            |
| P.C. -----      | POINT OF CURVATURE                 |
| P.T. -----      | POINT OF TANGENCY                  |
| R/W -----       | RIGHT-OF-WAY                       |

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

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Sheet No. 2 of 5 Sheets

# TOWN CENTER PARKWAY - PHASE II

BEING A PLAT OF A PORTION OF  
SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,  
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA

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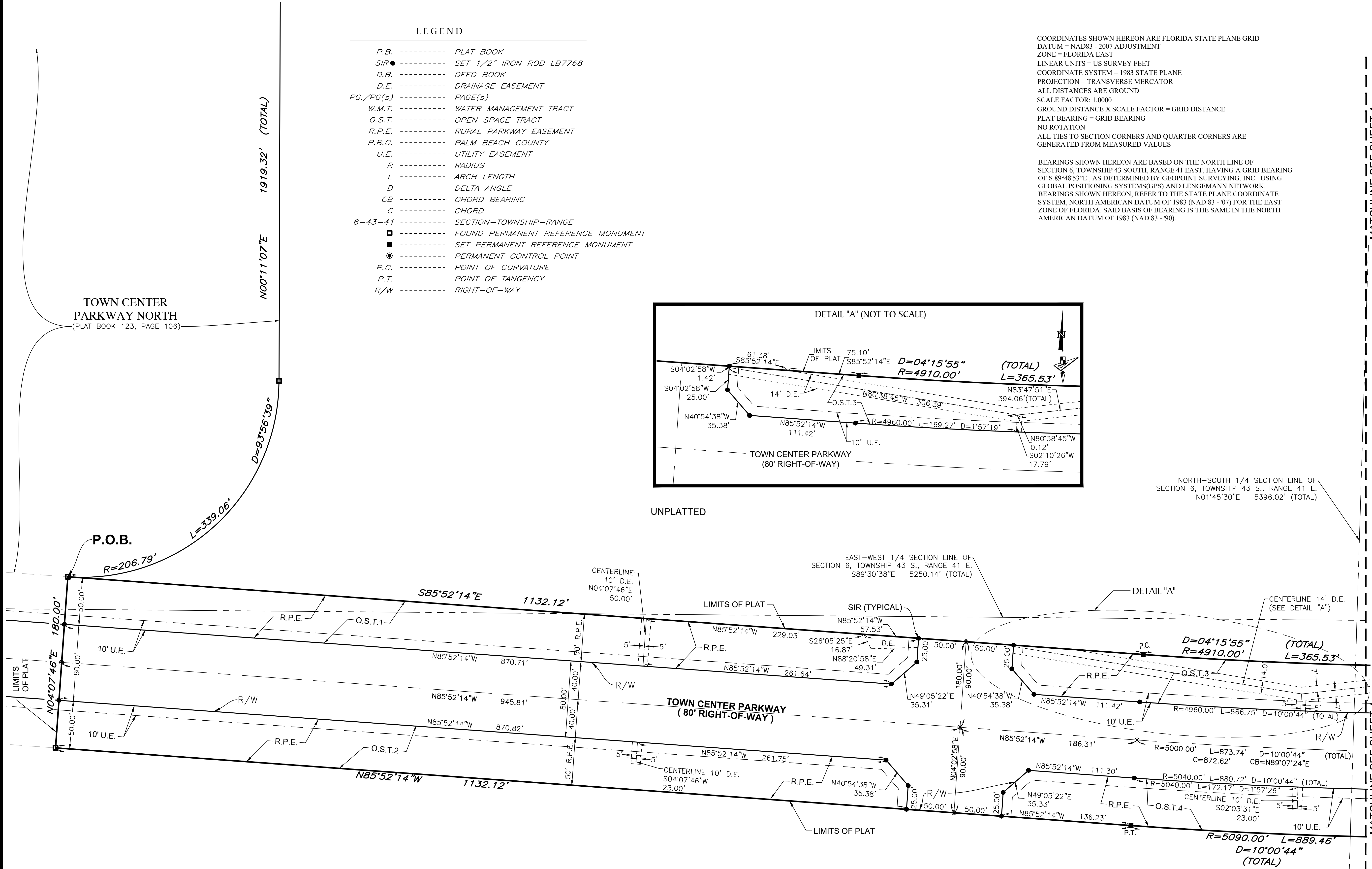
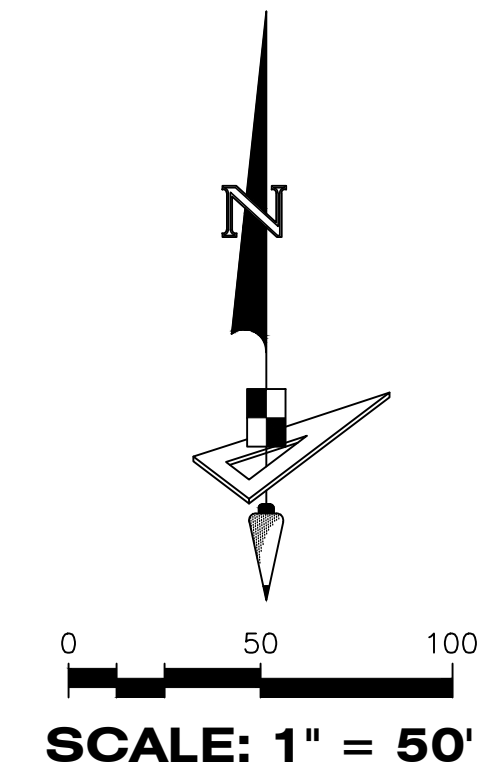
SHEET 3    SHEET 4    SHEET 5

KEY MAP

| LEGEND          |                                    |
|-----------------|------------------------------------|
| P.B. -----      | PLAT BOOK                          |
| SIR ● -----     | SET 1/2" IRON ROD LB7768           |
| D.B. -----      | DEED BOOK                          |
| D.E. -----      | DRAINAGE EASEMENT                  |
| PG./PG(s) ----- | PAGE(S)                            |
| W.M.T. -----    | WATER MANAGEMENT TRACT             |
| O.S.T. -----    | OPEN SPACE TRACT                   |
| R.P.E. -----    | RURAL PARKWAY EASEMENT             |
| P.B.C. -----    | PALM BEACH COUNTY                  |
| U.E. -----      | UTILITY EASEMENT                   |
| R -----         | RADIUS                             |
| L -----         | ARCH LENGTH                        |
| D -----         | DELTA ANGLE                        |
| CB -----        | CHORD BEARING                      |
| C -----         | CHORD                              |
| 6-43-41 -----   | SECTION-TOWNSHIP-RANGE             |
| □ -----         | FOUND PERMANENT REFERENCE MONUMENT |
| ■ -----         | SET PERMANENT REFERENCE MONUMENT   |
| ● -----         | PERMANENT CONTROL POINT            |
| P.C. -----      | POINT OF CURVATURE                 |
| P.T. -----      | POINT OF TANGENCY                  |
| R/W -----       | RIGHT-OF-WAY                       |

COORDINATES SHOWN HEREON ARE FLORIDA STATE PLANE GRID  
DATUM = NAD83 - 2007 ADJUSTMENT  
ZONE = FLORIDA EAST  
LINEAR UNITS = US SURVEY FEET  
COORDINATE SYSTEM = 1983 STATE PLANE  
PROJECTION = TRANSVERSE MERCATOR  
ALL DISTANCES ARE GROUND  
SCALE FACTOR: 1.0000  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
PLAT BEARING = GRID BEARING  
NO ROTATION  
ALL TIES TO SECTION CORNERS AND QUARTER CORNERS ARE GENERATED FROM MEASURED VALUES

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, HAVING A GRID BEARING OF S89°48'53"E. AS DETERMINED BY GEOPPOINT SURVEYING, INC. USING GLOBAL POSITIONING SYSTEMS(GPS) AND LENGEMANN NETWORK. BEARINGS SHOWN HEREON, REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83 - '07) FOR THE EAST ZONE OF FLORIDA. SAID BASIS OF BEARING IS THE SAME IN THE NORTH AMERICAN DATUM OF 1983 (NAD 83 - '90).



MATCHLINE SEE SHEET 4

MATCHLINE SEE SHEET 4

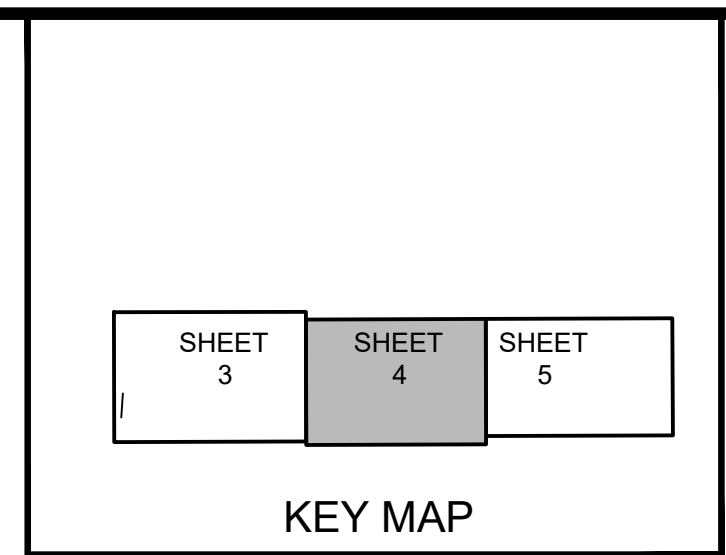
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Sheet No. 3 of 5 Sheets

# TOWN CENTER PARKWAY - PHASE II

BEING A PLAT OF A PORTION OF  
SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,  
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA



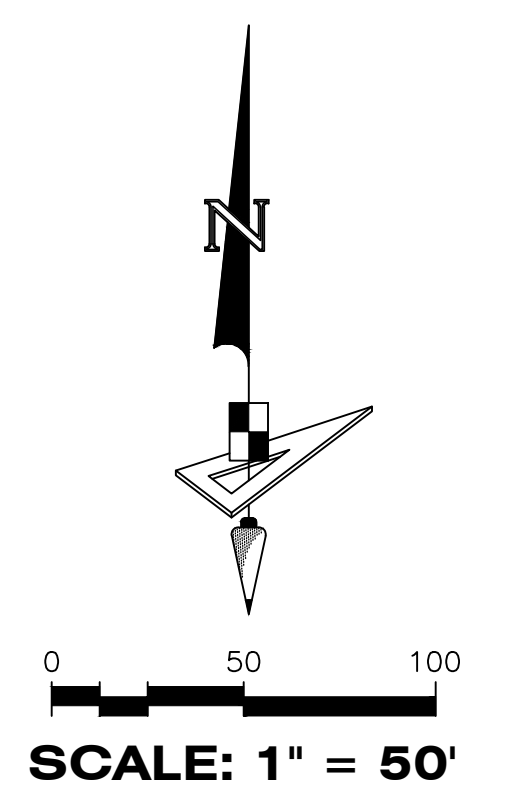
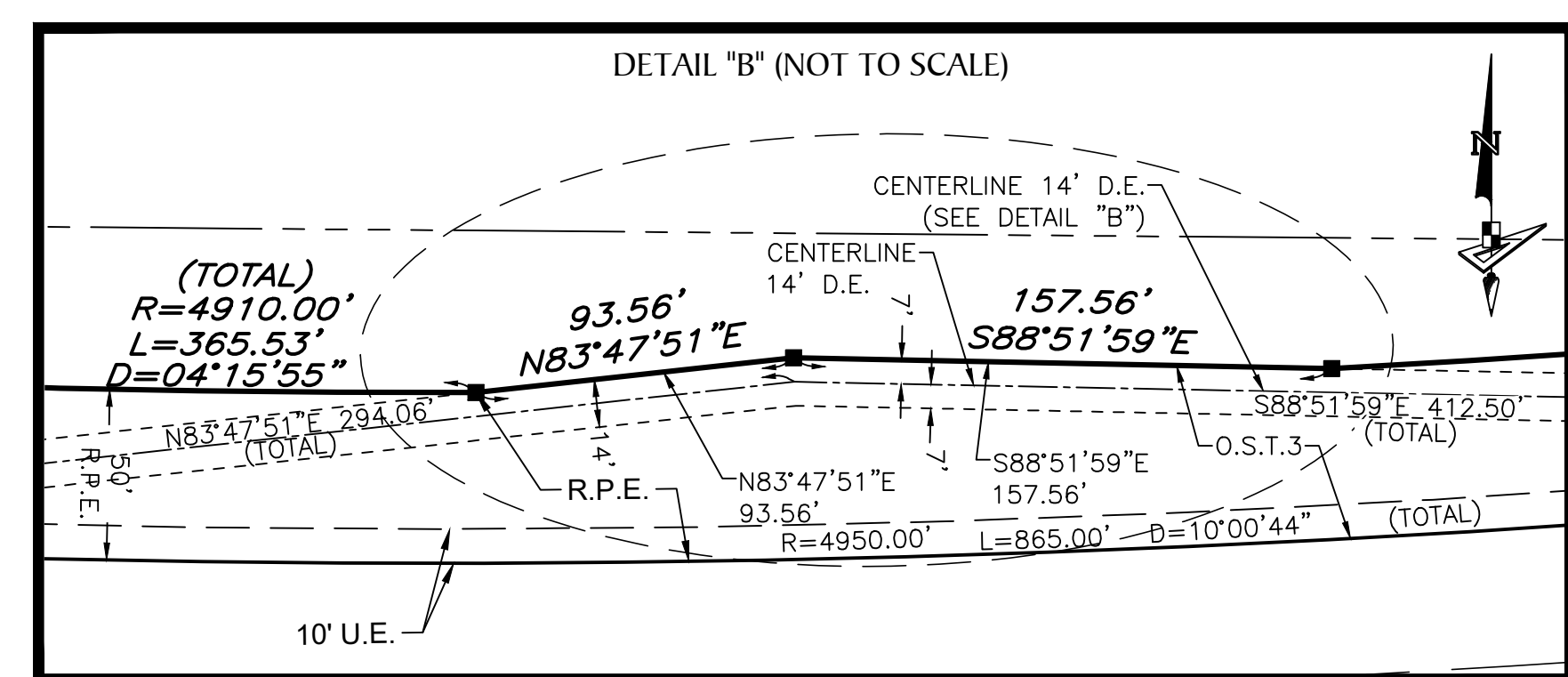
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### LEGEND

- P.B. ----- PLAT BOOK
- SIR ● ----- SET 1/2" IRON ROD LB7768
- D.B. ----- DEED BOOK
- D.E. ----- DRAINAGE EASEMENT
- PG./PG(s) ----- PAGE(s)
- W.M.T. ----- WATER MANAGEMENT TRACT
- O.S.T. ----- OPEN SPACE TRACT
- R.P.E. ----- RURAL PARKWAY EASEMENT
- P.B.C. ----- PALM BEACH COUNTY
- U.E. ----- UTILITY EASEMENT
- R ----- RADIUS
- L ----- ARCH LENGTH
- D ----- DELTA ANGLE
- CB ----- CHORD BEARING
- C ----- CHORD
- 6-43-41 ----- SECTION-TOWNSHIP-RANGE
- ----- FOUND PERMANENT REFERENCE MONUMENT
- ----- SET PERMANENT REFERENCE MONUMENT
- ----- PERMANENT CONTROL POINT
- P.C. ----- POINT OF CURVATURE
- P.T. ----- POINT OF TANGENCY
- R/W ----- RIGHT-OF-WAY

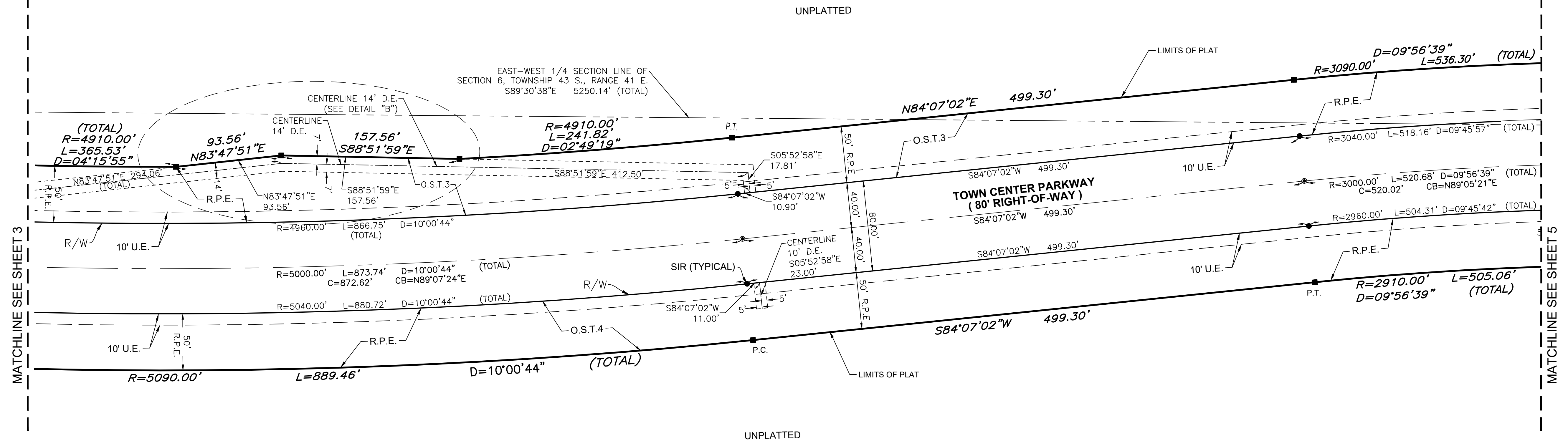
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MATCHLINE SEE SHEET 3

MATCHLINE SEE SHEET 5



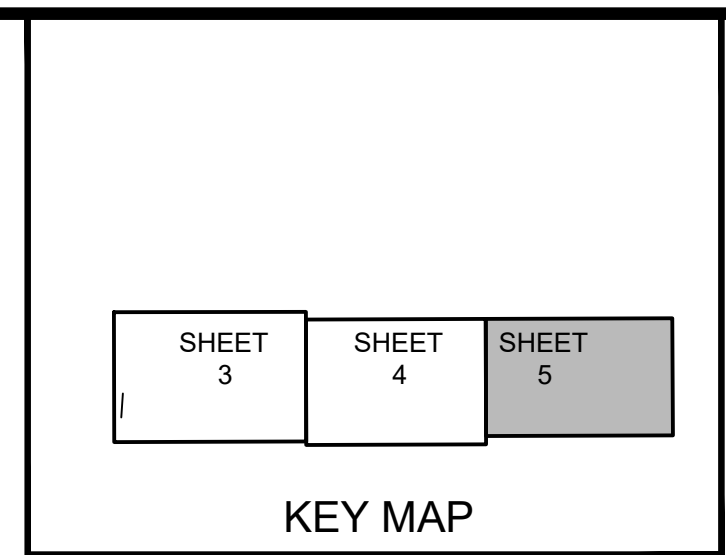
MATCHLINE SEE SHEET 3

MATCHLINE SEE SHEET 5

# TOWN CENTER PARKWAY - PHASE II

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CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA

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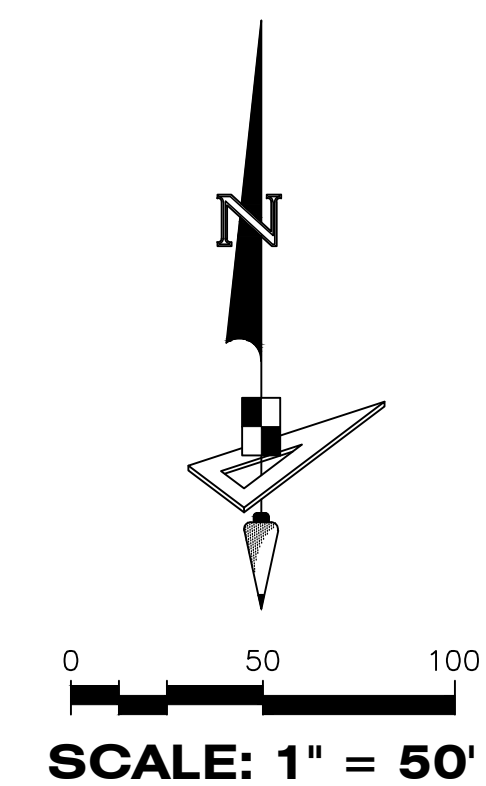


LEGEND

|                 |                                    |
|-----------------|------------------------------------|
| P.B. -----      | PLAT BOOK                          |
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| D.B. -----      | DEED BOOK                          |
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| W.M.T. -----    | WATER MANAGEMENT TRACT             |
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| U.E. -----      | UTILITY EASEMENT                   |
| R -----         | RADIUS                             |
| L -----         | ARCH LENGTH                        |
| D -----         | DELTA ANGLE                        |
| CB -----        | CHORD BEARING                      |
| C -----         | CHORD                              |
| 6-43-41 -----   | SECTION-TOWNSHIP-RANGE             |
| □ -----         | FOUND PERMANENT REFERENCE MONUMENT |
| ■ -----         | SET PERMANENT REFERENCE MONUMENT   |
| ● -----         | PERMANENT CONTROL POINT            |
| P.C. -----      | POINT OF CURVATURE                 |
| P.T. -----      | POINT OF TANGENCY                  |
| R/W -----       | RIGHT-OF-WAY                       |

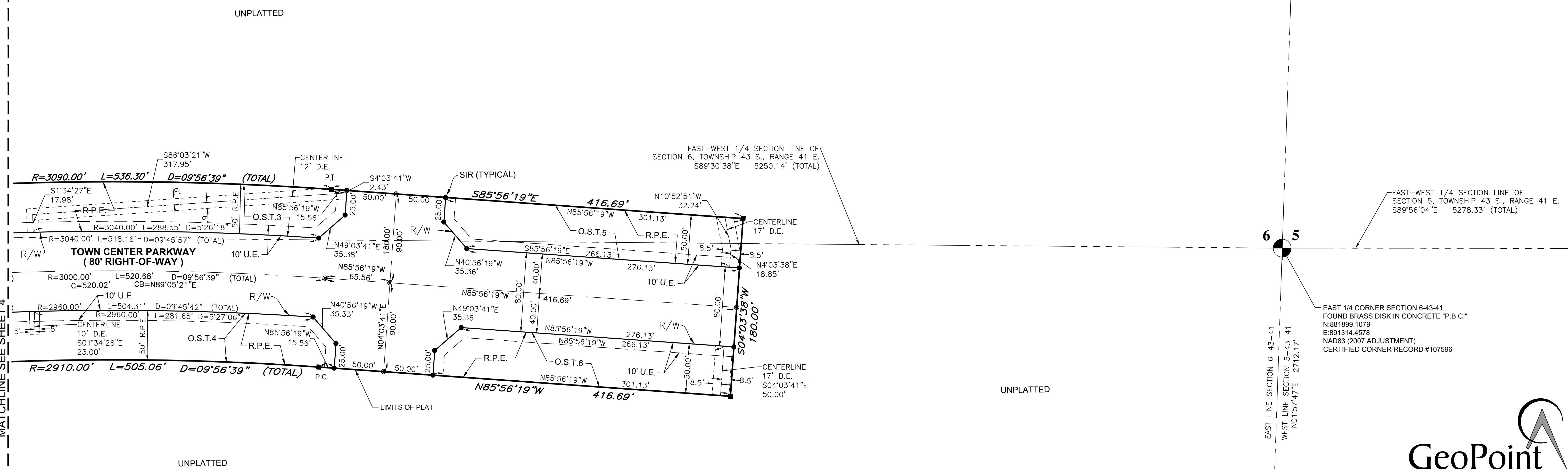
COORDINATES SHOWN HEREON ARE FLORIDA STATE PLANE GRID  
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MATCHLINE SEE SHEET 4

MATCHLINE SEE SHEET 4



EAST LINE SECTION 6-43-41  
WEST LINE SECTION 5-43-41  
N01°57'47"E 2712.17'

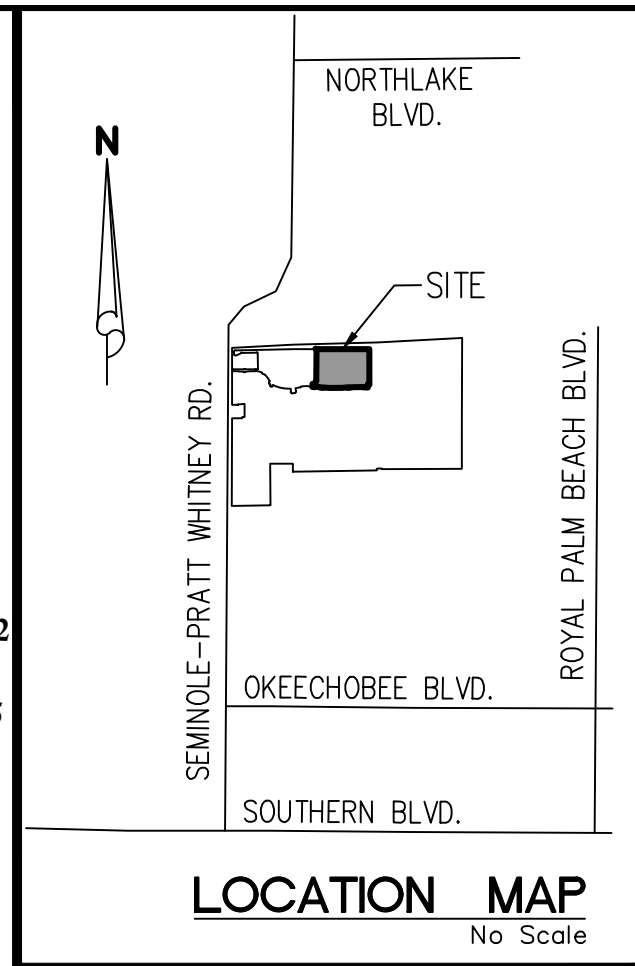
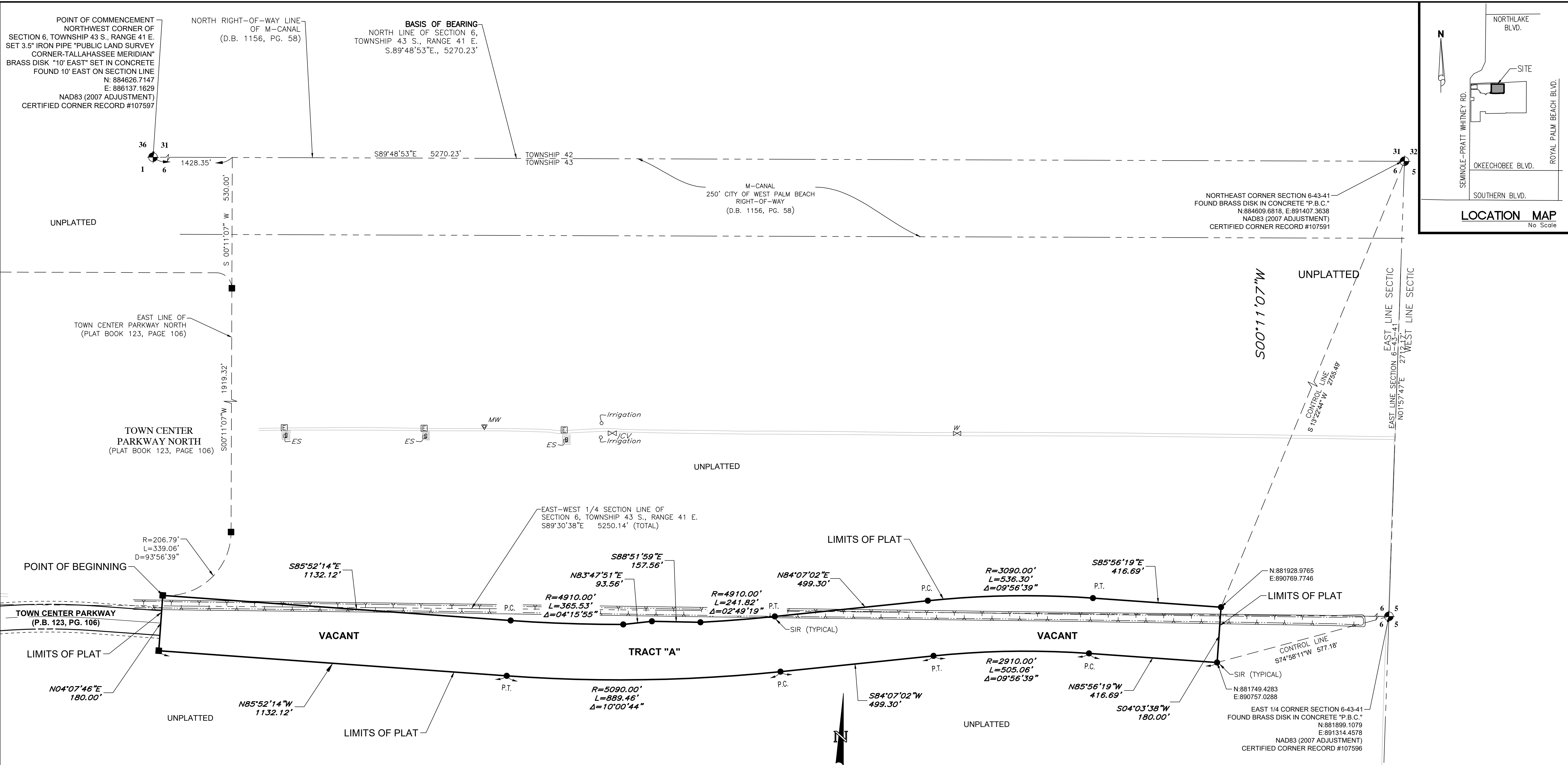
EAST-WEST 1/4 SECTION LINE OF SECTION 5, TOWNSHIP 43 S., RANGE 41 E. S89°56'04"E 5278.33' (TOTAL)

EAST 1/4 CORNER SECTION 6-43-41  
FOUND BRASS DISK IN CONCRETE "P.B.C."  
N:881899.1079  
E:891314.4578  
NAD83 (2007 ADJUSTMENT)  
CERTIFIED CORNER RECORD #107596

**GeoPoint**  
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Sheet No. 5 of 5 Sheets



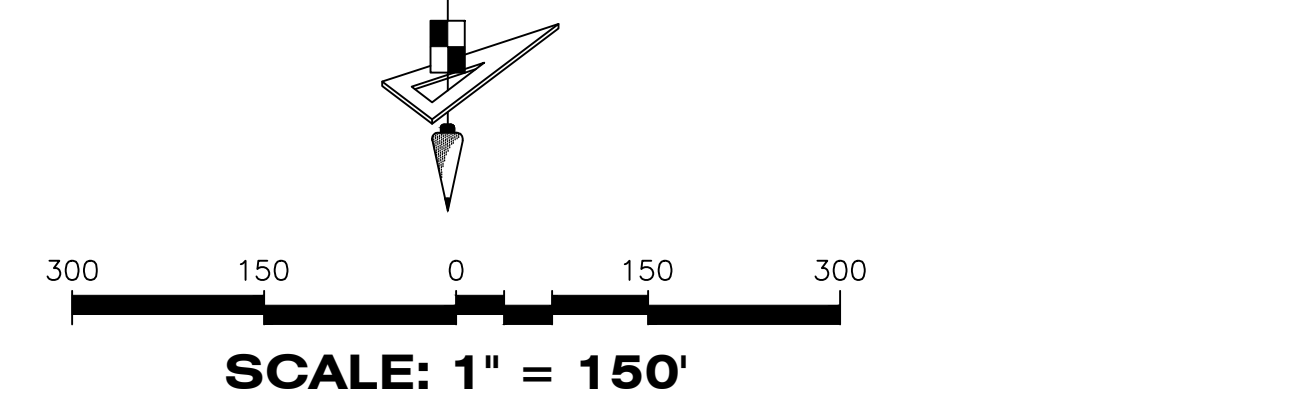
**SURVEYOR'S NOTES:**

- EASEMENTS, RIGHTS-OF-WAYS, SET BACK LINES, RESERVATIONS, AGREEMENTS AND OTHER SIMILAR MATTERS TAKEN FROM OWNERSHIP AND ENCUMBRANCE REPORT PREPARED BY FOUNDERS TITLE, DATED FEBRUARY 23, 2018.
- THIS SURVEY IS LIMITED TO ABOVE GROUND VISIBLE IMPROVEMENTS ALONG AND NEAR THE BOUNDARY LINES, AND THAT NOTHING BELOW THE GROUND WAS LOCATED INCLUDING, BUT NOT LIMITED TO FOUNDATIONS (FOOTINGS), UTILITIES, ETC. (INTERIOR OCCUPATION NOT LOCATED)
- BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE NORTH BOUNDARY OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, HAVING A GRID BEARING OF S89°48'53"E. THE GRID BEARINGS, AS SHOWN HEREON, REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICA DATUM OF 1983 (NAD 83 - 07) FOR THE EAST ZONE OF FLORIDA. SAID BASIS OF BEARING IS THE SAME IN THE NORTH AMERICAN DATUM OF 1983 (NAD 83 - 90).
- THE SUBJECT PROPERTY LIES WITHIN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, WHERE THE FLOOD ZONE IS UNDETERMINED AT THE TIME OF THIS SURVEY.
- THIS SURVEY IS BASED ON PREVIOUS FIELD SURVEYS, DOCUMENTS OF RECORD, FOUND MONUMENTS, EXHIBITS, AND HISTORICALLY USED CORNERS, AS WELL AS THE LEGAL DESCRIPTION SHOWN HEREON. IMPROVEMENTS LIKE UTILITIES UNDER CONSTRUCTION ARE NOT LOCATED FOR THE PURPOSE OF SHOWING THE BOUNDARY OF A PROPOSED PLAT.  
THE FOLLOWING ARE REFERENCE SURVEYS USED IN DETERMINING THE BOUNDARY LOCATION FOR CALLERY JUDGE GROVES:
  - THE 'M' CANAL ROAD RIGHT OF WAY MAP, RECORDED IN ROAD PLAT BOOK 6, PAGE 136.
  - BOUNDARY SURVEY OF RESIDENTIAL AT CALLERY JUDGE GROVES, PREPARED BY LIDBERG LAND SURVEYING, INC. (JOB NO.: 04-106-101C), DATED OCTOBER 5, 2007.
  - SKETCH OF SURVEY, PREPARED BY S.P. MUSICK, DATED MARCH 5, 1965.
- ALL BEARINGS AND DISTANCES (UNITED STATES SURVEY FEET) AS SHOWN HEREON ARE AS DESCRIBED AND MEASURED UNLESS OTHERWISE NOTED. MEASUREMENTS MADE ARE TO THE ACCURACY STANDARD OF SUBURBAN OR 1 FOOT IN 7500 FEET.
- SID AND SWCD EASEMENTS WITHIN BOUNDARY HAVE BEEN RELEASE PER O.R. 28084, PG. 0985.

**DESCRIPTION:** A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THENCE S89°48'53"E, ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, ALSO KNOWN AS THE NORTH RIGHT-OF-WAY LINE OF THE M-CANAL PER DEED BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 1428.35 FEET; THENCE S00°11'07"W, A DISTANCE OF 530.00 FEET TO THE SOUTHERLY MOST NORTHEAST CORNER OF TOWN CENTER PARKWAY NORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 123, PAGES 106 THROUGH 118, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE ALONG THE EAST BOUNDARY LINE OF SAID TOWN CENTER PARKWAY NORTH FOR THE FOLLOWING TWO (2) COURSES: 1) S00°11'07"W, A DISTANCE OF 1919.32 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 206.79 FEET; 2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°56'39", A DISTANCE OF 339.06 FEET TO POINT OF TANGENCY; AND THE POINT OF BEGINNING; THENCE S85°52'14"E, A DISTANCE OF 1132.12 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 4910.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°15'55", A DISTANCE OF 365.53 FEET TO A NON-TANGENT INTERSECTION; THENCE N83°47'51"E, A DISTANCE OF 93.56 FEET; THENCE S88°51'59"E, A DISTANCE OF 157.56 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 4910.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°49'19", A DISTANCE OF 241.82 FEET TO A POINT OF TANGENCY; THENCE N84°07'02"E, A DISTANCE OF 499.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 3090.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°56'39", A DISTANCE OF 536.30 FEET TO THE POINT OF TANGENCY; THENCE S85°56'19"E, A DISTANCE OF 416.69 FEET; THENCE N85°56'19"W, A DISTANCE OF 416.69 FEET; THENCE S04°03'38"W, A DISTANCE OF 180.00 FEET TO A POINT OF TANGENCY; THENCE N85°56'19"W, A DISTANCE OF 416.69 FEET TO A POINT OF TANGENCY; THENCE S84°07'02"W, A DISTANCE OF 499.30 FEET TO A POINT OF TANGENCY; THENCE N85°52'14"W, A DISTANCE OF 1132.12 FEET TO A POINT ON THE EAST BOUNDARY OF TOWN CENTER PARKWAY NORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 123, PAGES 106 THROUGH 118, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N04°07'46"E, ALONG SAID EAST BOUNDARY OF TOWN CENTER PARKWAY NORTH, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING.

**CONTAINING:** 14.253 ACRES, MORE OR LESS.



THIS SURVEY WAS PREPARED WITH THE BENEFIT OF FOUNDERS TITLE, PROPERTY INFORMATION REPORT HAVING AN EFFECTIVE DATE OF FEBRUARY 23, 2018 AT 11:00 P.M. AND ITEMS AFFECTING TITLE LISTED THEREOF ARE:

- EASEMENTS AND OTHER MATTERS AFFECTING TITLE:**
- OIL, GAS AND MINERAL RESERVATIONS IN FAVOR OF SOUTHERN STATES LAND AND TIMBER CORPORATION, AS CONTAINED IN DEED DATED APRIL 20, 1951 AND RECORDED APRIL 25, 1951 IN DEED BOOK 941, PAGE 526, AS MODIFIED BY THE INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 312, PAGE 342, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE RIGHT OF SURFACE ENTRY HAVING BEEN TERMINATED BY OPERATION OF THE FLORIDA MARKETABLE RECORD TITLE ACT, CHAPTER 712, FLORIDA STATUTES. (NOT A MATTER OF SURVEY)
  - CONTRACT BETWEEN WEST PALM BEACH WATER CO AND INDIAN TRAIL RANCH, INC., RECORDED IN DEED BOOK 1156, PAGE 36, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (NOT A MATTER OF SURVEY)
  - INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE SEMINOLE IMPROVEMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 20252, PAGE 184, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (NOT A MATTER OF SURVEY)
  - TERMS, PROVISIONS AND EASEMENTS CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED SEPTEMBER 25, 1956 IN OFFICIAL RECORDS BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (SHOWN)

**LEGEND**

|               |                           |           |   |
|---------------|---------------------------|-----------|---|
| O.R. -----    | OFFICIAL RECORD BOOK      | ● -----   | SET 5/8" IRON ROD LB7768                  |
| P.G. -----    | PAGE                      | ■ -----   | FOUND PERMANENT REFERENCE MONUMENT LB7768 |
| D.B. -----    | DEED BOOK                 | ES -----  | ELECTRIC PEDESTAL                         |
| W.M.T. -----  | WATER MANAGEMENT TRACT    | IBV ----- | IRRIGATION BUTTERFLY VALVE                |
| P.B.C. -----  | PALM BEACH COUNTY         | ICV ----- | IRRIGATION CONTROL VALVE                  |
| 6-43-41 ----- | SECTION-TOWNSHIP-RANGE    | MW -----  | MONITORING WELL                           |
| R -----       | RADIUS                    | W -----   | WATER GATE VALVE                          |
| L -----       | ARCH LENGTH               | -----     | TOP OF BANK                               |
| Δ -----       | DELTA ANGLE               | -----     | EDGE OF WATER                             |
| NAD83 -----   | NORTH AMERICAN DATUM 1983 |           |   |
| L.M.E. -----  | LAKE MAINTENANCE EASEMENT |           |   |
| (R) -----     | RADIAL                    |           |   |

**WESTLAKE - TOWN CENTER PARKWAY - PHASE II BOUNDARY SURVEY**

Prepared For: MINTO COMMUNITIES, LLC  
 Last Date of Field Survey: 12/11/17

**SURVEYOR'S CERTIFICATE**  
 This certifies that a survey of the herein described property was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 51-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

**Luis J. Ortiz**  
 FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS7006  
 Check: GAR P.C.: XXX Field Book: XXX-XXXX  
 RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**GeoPoint Surveying, Inc.**  
 4152 W. Blue Heron Blvd. Phone: (561) 444-2720  
 Suite 105 Riviera Beach, FL 33404 www.geopointsurvey.com  
 Licensed Business Number LB 7768

Drawn: DZ Date: 01/23/18 Data File: Westlake Pod R  
 Check: GAR P.C.: XXX Field Book: XXX-XXXX  
 Section: 6 Twn. 43 S, Rng. 41 E Job #: POD\_R\_BS

Sheet No. 1 of 1 Sheets



**CITY OF WESTLAKE**  
**Engineering Department**  
 4001 Seminole Pratt Whitney Road  
 Westlake, Florida 33470  
 Phone: (561) 530-5880  
[www.westlakegov.com](http://www.westlakegov.com)

- 1. **DATE:** 5/9/2018
- 2. **PETITION NUMBER:** ENG-2018-04
- 3. **DESCRIPTION:** Town Center Parkway Phase II
- APPLICANT:** Minto PBLH, LLC
- OWNER:** Minto PBLH, LLC
- REQUEST:** Plat Amendment Review
- LOCATION:** Westlake, Florida
- 4. **STAFF REVIEW:** 2<sup>nd</sup> **APPROVAL LETTER (revised)**

**Plat**

This is the fourth review of this Plat. This review is done for compliance with Chapters 177 F.S. and the City of Westlake’s codes and ordinances. All of our comments have been adequately addressed. The plat is now in compliance with Chapter 177 F.S. We can therefore recommend that the City of Westlake approve the plat.

This letter has been prepared by the following individual, in association with their consultants and subconsultants:

Suzanne Dombrowski, P.E.  
 Chen Moore and Associates  
 Tel: 561.746.6900 x 1035  
 Email: [sdombrowski@chenmoore.com](mailto:sdombrowski@chenmoore.com)



## **Eighth Order of Business**

**ORDINANCE NO.        2018-7**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, ESTABLISHING PURCHASING PROCEDURES AND GUIDELINES FOR ACQUIRING GOODS, SERVICES AND/OR CONSTRUCTION RELATED SERVICES FOR THE CITY OF WESTLAKE; PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Westlake desires to implement procedures consistent with Florida Statutes, Chapter 287, which procedures will guide the City in the procurement of commodities, goods, services and construction related projects; and

**WHEREAS**, under Florida Statutes, Chapter 287, the legislature created statutory guidelines to ensure honesty and integrity of local governments in public procurement, which reduces the appearance of favoritism and inspires public confidence in the award of contracts in an economic and equitable manner; and

**WHEREAS**, the legislature further provided provisions for ethical considerations in the procurement of public commodities and contractual services by requiring uniform procedures and written documentation of the decision-making process; and

**WHEREAS**, consistent with the requirements as set forth in the Florida Statutes for the award of contracts, for the procurement of goods and services and construction related contracts, the City of Westlake intends to adopt policies, procedures, practices and guidelines in furtherance of the procurement laws; and

**WHEREAS**, the adoption of purchasing policies, procedures, practices and guidelines will ensure that public procurement is performed in an honest and equitable manner, and inspire confidence in the public for the City of Westlake that the local elected officials are operating in a manner that will preserve the public health, safety and welfare with regard to the expenditure of funds for the public.

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

**ARTICLE I        PURPOSE, DEFINITIONS, BID PROCEDURES**

**SECTION 1:    Purpose:** The purpose of this division is to provide for a fair and equitable method of administering purchases of goods and services in order to maximize the purchasing value of public funds and to provide procedures and guidelines governing those purchases.

**SECTION 2:    Definitions:** The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Addenda** means additional directions, modifications and alternations to solicitation which is issued as separate document prior to the time of receipt of bids or proposals.

**Amendment** means the method of changing the terms and conditions or requirements of a contract or agreement after its execution. All amendments must be approved in writing and signed by the city manager and contractor. Amendment must include all changes in terms and /or conditions including total amount of the amended contract.

**Appropriation** means a legislative authorization to expend public funds for a specific purpose. Funds set apart for a specific use.

**Award** means the acceptance of a bid, offer or proposal by the proper authorized designee. The city council must approve all awards over the authority of the city manager, with the exception of emergency purchases.

**Best and Final Offer** means the rational granting the City Manager or his/her designee discretion in taking action to allow qualified bidders participating in a competitive bid process to provide a sealed best and final offer.

**Best Interest of the City** means the rational granting the City Manager or his/her designee discretion in taking action most advantages to the city when it is impossible to interpret adequately a specific response by law or regulation.

**Best Value** means a method of award that uses a cost/benefit analysis to define the best combinations of quality, services, time, and cost considerations over the useful life of the acquired item.

**Bid** means a written offer submitted to the city by a prospective offeror to furnish specific services, supplies, or construction services in response to an invitation for bid.

**Bid Acceptance** means the unconditional receipt of the bid at the designated bid location within the time frame and conditions set in the bid document. Any alterations to the bidder's offer after the close of the bid or any deviations from the conditions set in the bid document may result in the rejection and removal of the bid.

**Bid Bond** means a sum of money, which could be in the form of a cashier's check, irrevocable letter of credit, money order or a bond issued by a surety, deposited with a bid or proposal guaranteeing the bidder or offeror will not withdraw the bid or proposal for a specific period of time, will furnish bonds as required, and will accept a contract, if awarded, or forfeit the bid bond.

**Bid Deposit** means a certified check, cashier's check, bank money order, bank draft or any national or state bank, surety bond or cash deposited with and as instructed by the prospective purchaser to guarantee the bidder will, if selected, accept the contract in accordance with the bid. If the bidder does not accept the contract, the bidder forfeits the amount of the deposit.

**Bid Opening** means the process of opening and reading bids conducted at the time and place specified in the Invitation for Bid, and/or advertisement and in the presence of all who wish to attend the bid opening.

**Bid Performance Bond** means a sum which is issued usually by a surety assuring the city that once the contract is awarded, the contractor will meet its obligations under the contract.

**Bid Waiver** means a process, whereby supplies or services may be procured without formal competitive bidding process when determined to be in the best interest of the city.

**Blanket Purchase Order** means a purchase order under which a party agrees to provide supplies or services to the city on a demand basis, acceptance of which constitutes a contract.

**Business** means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, association or any other private legal entity.

**Certificate of Insurance** means a certificate issued by a reputable insurance company evidencing that the company has the appropriate insurance.

**Change Order** means a written alteration to a formal contract or purchase order entered in accordance with the terms of the contract or in accordance with the solicitation.

**City** means the City of Westlake, Florida.

**City Manager** means the city manager of the City of Westlake, Florida, and/or authorized designee.

**Compensation** means the amount paid by the agency for goods or services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

**Competitive Bidding** means the submission of prices by individuals for firms competing for a contract, privilege, or right to supply merchandise or services.

**Competitive Sealed Bids or Competitive Sealed Quotes** means the process of receiving two or more sealed bids, proposals, or replies submitted by responsive vendors and includes bids, proposals, or replies transmitted by electronic means in lieu of or in addition to written bids, proposals, or replies.

**Competitive Sealed Proposal** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible bidders who submit proposals and prices in the competition that meet the required criteria. Competitive sealed proposal is the preferred method of sources selection in the City.

**Competitive Solicitation or solicitation** means an invitation to bid, a request for proposals, or an invitation to negotiate.

**Confidential Information** means any information which is available to an employee only because of the employee's status as an employee of the city and is not a matter of public knowledge or available to the public on request.

**Consultant** means one who provides professional advice or services including, but not limited to: attorneys, architects, engineers, surveyors and accountants.

**Consultants' Competitive Negotiation Act** means a procedure established in Florida Statutes § 287.055, as periodically amended, for acquiring professional architectural, engineering, landscaping architectural or land surveying services.

**Contract** means a binding contractual instrument, including, but not limited to contracts, leases, purchase orders, interlocal agreements, grants, sales agreements, service agreements, joint participation agreements, maintenance agreements, attachments, change orders, addendum, bonds, fee schedules, and any other related documents for incorporation into the contractual agreement.

**Contracts** means every contract, unless otherwise exempt as per the section below, shall contain language that obligates the contractor to comply with the applicable provisions of this section. The contract shall include provisions for the following:

- (1) The contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (2) The failure of the contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the city to pursue any remedy stated below or any remedy provided under applicable law.
- (3) The City may terminate the contract if the contractor fails to comply with this section.
- (4) The City may retain all monies due or to become due until the contractor complies with this section.

**Contract Administrator** means city manager duly authorized designee requesting items and/or services and the designated City contact for the particular contract.

**Contractor** means any person or entity having a contract with the City.

**Contractual Services** includes, without limitation, printing; gas; fuel; cleaning services; purchase, installation, rental, repair and maintenance of equipment; machinery; construction and consultant contracts and other personal property; lease of real property and office space by the city as lessee; and all other contractual supplies, materials equipment and services not specifically excluded from these procedures.

**Construction** means the process building, altering, repairing, improving, or demolishing any structure or building or roadway or utility or other improvements of any kind to any real property owned or under the control of the City. It does not generally include the routine operation, repair, or maintenance of existing structures, buildings, or other real property. Florida Statutes, §255.20.

**Construction of Utilities** means all such reservoirs, sewerage systems, trunk sewers, intercepting sewers, pumping stations, wells, intakes, pipelines, distribution systems, purification works, collecting systems, treatment and disposal works, airports, hospitals, jails and golf courses, and gas plants and distribution systems.

**Cooperative Purchasing** means the procurement conducted by or on behalf of more than one public procurement unit. The combining of requirements of two or more public procurement units, in order to obtain the benefits of volume purchases and/or reduction in administrative expenses.

**Council** means the Mayor and City Council of the City of Westlake, Florida.

**Debarment** means the exclusion of a person or business from participating in a procurement activity for an extended period of time, as specified by law, because of an illegal or irresponsible action.

**Design-Build Contract** means a single contract with a design-build firm for the design, and construction of a public construction project.

**Design-Build Firm** means a partnership, corporation, or other legal entity that:

- (1) Is certified under F.S. § 489.119, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
- (2) Is certified under F.S. § 471.023, to practice or to offer to practice engineering; certified under F.S. § 481.219, to practice or to offer to practice architecture; or certified under F.S. § 481.319, to practice or to offer to practice landscape architecture.

**Design Criteria Package** means performance oriented drawings or specifications of the public construction project. The design criteria package must furnish sufficient information to permit design-build firms to prepare a bid or a response to the city's request for proposal, or to permit the city to enter into a negotiated design-build contract. The design criteria package must specify performance based criteria for the construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirement applicable to the project.

**Design Criteria Professional** means a firm which holds a current certificate or registration under F.S. Ch. 481, to practice architecture or landscape architecture or a firm which holds a current certificate as a registered engineer under F.S. Ch. 471, to practice engineering and who is employed by or under contract by the city to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

**Designee** means a duly authorized representative.

**Discount from list contracts** means those contracts whereby price is determined by applying a percentage discount from an established catalog or list price.

**Emergency** means a situation or occurrence of a serious nature involving urgent and extreme matters of public health, safety, and welfare, or which requires the safeguarding of city assets.

**Emergency Purchase** means a purchase made without following the normal purchasing procedures in order to obtain goods or services quickly to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk. The City Manager or his/her designee shall have the authority to make emergency purchases of not more than the current bid threshold without competitive bids, provided that all such purchases shall be reported to the City Council at the next regularly scheduled meeting.

**Employee** means an individual employed by the City drawing a salary or wages from the City.

**Evaluation Committee** means a group of three or more persons selected by the city manager to review proposals received in response to an RFP. The evaluation committee may include persons who are not employed by the city.

**Evaluation Sheet** means the forms used by the evaluators to evaluate proposals. Each evaluator shall sign and date his or her evaluation sheet. The factors included in the evaluation sheet are factors related to management capability, technical capability, manner of meeting performance requirements, cost and other important considerations which were incorporated.

**Exceptional Purchase** means any purchase of commodities or contractual services excepted by city ordinance or policy or rule from the requirements for competitive solicitation, including, but not limited to, purchases from a single source, purchases upon receipt of less than two responsive bids, proposals or replies, purchases made by the City after receiving approval from the City Manager or his/her designee made without advertisement.

**Field Purchase Order (FPO)** means a document which encumbers the funds and must be approved using the same steps as a requisition. FPO's are used in situations when a purchase order is not required and a direct check is requested.

**Grant** means the furnishing by the city or a city authorized not-for-profit provider of assistance, whether financial or otherwise, to any person to support a program or activity, or the furnishing to the city of such assistance by another person or federal or state agency.

**GSA Federal General Services Administration** establishes long-term government-wide contracts. Local government entities may only purchase goods and services related to information technology from GSA schedule 70, information technology, consolidated (formerly corporate contracts) schedule contracts containing IT special item number (SIN) and disaster recovery purchasing to recover from a major disaster. GSA government-wide acquisition contracts (GWACs) are not authorized for use by local government entities under section 211 of the E-Government Act of 2002.

**Identical Bid** means a bid that is the same in all salient respects with another bid. Identical tie bids in accordance with Florida Statutes, Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever, two or more bids are equal with respect to price, quality, and services are received by the City for the procurement of commodities or contractual services, the bid received from a business that certifies that it has implemented a drug free workplace program shall be given preference in the award process.

**Informal Bids** means process utilized to obtain prices for goods and supplies for all purchases up to \$50,000.00. The acceptable methods are faxed, emailed or mailed written price quotations.

**Invitation for Bids** All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

**Invitation to Negotiate** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the City determines that negotiations may be necessary to receive the best value. A written solicitation includes a solicitation that is electronically posted.

**Lobbyist regulations** stipulates that all persons, firms, organizations and corporations seeking procurement from the city or the award of funds for goods and services must submit a completed and notarized lobbyist registration form/oath to the city clerk's prior to contacting a member or members

of the city council regarding the city procurement. The lobbyist registration must disclose each party, person, principal, and/or client represented on city matters.

**Local City Vendor or Professional.** Any person, firm, partnership, company or corporation with a regional or main business office located in Palm Beach County. Any person, firm, partnership, company, or corporation that is authorized to provide any of the services listed in Florida Statutes, §287.055(2)(a) with a regional or main business office located in Palm Beach County.

**Lowest Responsible Bid or Lowest Responsible Quotation** means the lowest bid or quotation received that best responds in quality, fitness and capacity to the requirements of the proposed work or usage, as specified, from a vendor deemed responsible and responsive to the invitation to bid or solicitation for a quotation.

**Main Business Office:** The office where the company leadership is located and where management and technical staff who possess capabilities to actually perform the work are located and within the geographical boundary where work has been done continuously for the previous 12 months. For any company or entity to avail itself of the local preference provisions of this Division, the main business office shall have paid a business tax receipt, where applicable, to the City of Cape Coral for at least one full year prior to the bid or proposal submission. The main business office must have a physical location in an area zoned for the conduct of such business. Post office boxes are not acceptable for purposes of establishing a physical address.

**Multiple Award** means the award of contract to two or more vendors or contractors to furnish the same or similar supplies or services, where more than one vendor is needed to meet the contract requirements for quality, delivery or services.

**Payment Bond** means a promise of a surety assuring payment to all persons supplying labor or materials in the work provided for in a contract. The city has the discretion of requesting a payment bond when the construction contract is \$250,000.00 or less.

**Performance Bond** means a promise of a surety, sometimes referred to as "completion bond," assuring the city that once the contract is awarded, the contractor will perform its obligations under the contract.

**Person** means any business, corporation, partnership, individual, union, agency, committee, club, organization, or group of individuals.

**Piggyback Method** means a form of intergovernmental cooperative purchasing in which an entity requests competitive sealed bids, enters into a contract, and arranges as part of the contract for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself.

**Procurement** buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services and construction. It also includes all functions that pertain to the obtaining of any supplies, service, and construction, including description of requirements, selection and solicitation of sources, preparation and award of contracts and all phases of contract administration.



**Professional Services** means any services where the city is obtaining advice, instruction, or specialized work from an individual, firm or agency specifically qualified in a particular area. Professional services may include a report, or written advice which may be lengthy; however, the main thrust of the service is not considered labor, but the exercise of intellectual ability.

**Protest** means a written complaint presented to the City Manager in reference to the award of a contract which resulted from an RFP, RFQ, or bid.

**Public Bid Disclosure Act** (Florida Statutes § 218.80). When a department wishes to release a construction bid or RFP, all of the city's permits or fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, payable by the contractor to the city must be disclosed. If the RFP does not require the response to include a final fixed price, the city is not required to disclose any fees or assessments in the RFP. However, at least ten days prior to requiring the contractor to submit a final fixed price for the project, the city shall make the disclosures required by F.S. § 218.80.

**Public Records** means those records as defined in Florida Statutes, Chapter 119.

**Purchase** means the words used in a solicitation to describe the supplies, services, and construction to be purchased, and includes specifications attached to, or made a part of the solicitation.

**Purchase Order** means a purchaser's document to formalize a purchase transaction with a vendor, conveying acceptance of a vendor's proposal. The purchase order should contain statements as to quantity, description, and price of the supplies, services, or construction ordered, and applicable terms as to payment, discounts, date of performance, transportation, and other factors or suitable references pertinent to the purchase and its execution by the vendor. A purchase order binds the vendor in a contractual relationship with the City.

**Request for Proposal** means a solicitation for proposal to provide a solution to a problem or a course of action or a determination of data findings useful to the City. An RFP is characterized by description of the desired results and a scale of how the proposals will be evaluated to obtain the results. Negotiation on any part of the RFP is permissible. The RFP includes all documents, whether attached or incorporated by reference, utilized for soliciting proposals. Compensation paid to a proposer is negotiated once the top-rated proposer has been determined.

**Request for Quotation** is an informal request for prices normally used for procurement below the formal contract threshold. The request for quotation includes all documents whether attached or incorporated by reference, included in a solicitation for quotations.

**Request for Qualifications** (prequalification of bidders) is the screening of potential vendors in such factors as financial capability, reputation, professional expertise and management in order to develop a list of qualified vendors. Once the list of pre-qualified vendors is created, a bid or RFP is created and released to the pre-qualified list.

**Responsible Bidder** A person or firm who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will assure good faith performance of the contract.

**Responsive Bidder** means a person who has submitted a bid which conforms in all material respects to a solicitation. A bid or proposal of a responsive bidder must be submitted on the required

forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the bid documents to be submitted at the time of bid opening.

**Sealed Bid** means a bid that has been submitted in a sealed envelope to prevent its contents from being revealed or known before the deadline for the submission of all bids.

**Services** mean the furnishing of labor, time, specifications and technical assistance by a contractor, including both professional and general services. This term shall not include employment agreements.

**Sole Source** means the only source known to be able to perform a contract, or the one source that among others that, for justifiable reason, is found to be the most advantageous for the purpose of contract award.

**Specifications** mean any description of the physical or functional characteristics or of the nature of a supply, service and construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service and construction item for delivery. Specifications may also contain provisions for inclusion of factors which will lead to the ultimate calculation of lowest total cost. All specifications shall seek to promote overall economy for the purposes intended, and encourage competition in satisfying the city's needs and shall not be unduly restrictive.

**Supplies** shall mean and include all supplies, materials, and equipment.

**Sunbiz** means the website maintained by the department of state, division of corporation listing all companies incorporated in the state, including registered fictitious names and foreign corporations.

**Surplus Property** means City-owned which is no longer needed for public use.

**Tax Savings Direct Purchases.** The City is recognized by the state as being exempt from state sales tax and use tax and is therefore, qualified for an exemption from Florida and all other state sales taxes on the purchase of tangible personal property if certain criteria are met. The City may realize savings of sales tax on selected material and equipment needed for use in public works contracts. Public works contracts are projects for public use or enjoyment, financed and owned by the city, in which private firms install tangible property that becomes part of a City facility. See rule 12A-1.094 and Florida Statute, § 212.08(6). The City will implement the DPTSP for projects of \$1,000,000.00 or above.

**Unit Price** mean the cost per unit of a product or service.

**Using Agency** is any department, agency, commission, bureau or other unit to the City government using supplies or procuring contractual services.

**Vendor** means an actual or potential supplier of an item, service, and construction.

**Vendor Performance** means an action or inaction taken by a vendor under a contract, purchase order, or other binding agreement with the city. Nonperformance, which is an action or inaction, which does not comply with the specifications, and/or terms and conditions of a contract or purchase order.

**Waiver of Bid** means a process where authorized by law or rule whereby the City Manager may procure items without competitive bidding procedures because of unique circumstances related to a particular need or procurement.

**Section 3: Competitive Bidding Required.**

- (A) **Competitive Sealed Bids:** All purchases of and contracts for equipment, supplies and contractual services, when the estimated cost shall exceed \$50,000.00, except as specifically provided in this section, shall be based, wherever possible, on competitive sealed bids. The City Manager is authorized to purchase and contract for equipment, supplies and contractual services and pay for a construction change order(s) when the cost do not exceed ten percent of the contract costs or \$50,000.00, whichever is less, without further City Council approval.
- (B) **Invitation for Bids:** For all purchases subject to competitive bidding, the Procurement Division shall issue an invitation for bids which includes specifications, and all contractual terms and conditions applicable to the anticipated purchase. In the event of any conflict between the invitation for bids and this article, the provisions of this article shall prevail.
- (C) **Addenda:** After an invitation for bids is issued and before the bid opening, the Procurement Division may issue one or more written addenda for the purpose of clarifying specifications or other matters relating to the bid.

No addenda will be issued within five business days prior to bid opening without extending the bid opening date.

- (D) **Public Notice:** All invitations for bids shall be published at least once in a newspaper of general circulation in the city a minimum of ten calendar days preceding the last day set for the opening of bids. The public notice shall state the place, date and time of the bid opening; a general description of the subject matter of the bid, and where bid forms and specifications may be obtained. The city may utilize electronic bidding either through its own database or a third-party vendor. The public notice shall contain the internet bidding web address. This will be a standard sealed bid electronic submission and a vendor's electronic signature will be accepted.
- (E) **Bid Security:** The invitation for bids may specify that some form of bid security is required. Bid bonds may be required, in the discretion of the City Manager, on all bid solicitations where the estimated cost is in excess of \$50,000.00. The bid bond shall provide that if the bid is:
  - a. Rejected by the city; or
  - b. Accepted and the bidder executes the contract and furnishes an appropriate bond, if required, then the bid bond is void, otherwise it remains in full force and effect. The security may be in the form of a certified check, a cashier's check, treasurer's check or bank draft of any national or state bank. If the city permits a bidder to withdraw its bid, no action shall be taken against the bidder or the bid security. If a bidder indicates that it has made a mistake that is of a magnitude that it will not be willing to perform a contract based on its bid, then the city shall not be obligated to formally accept the bid of that firm as a prerequisite to making a claim against the bid bond and the bid bond shall so provide. A vendor who fails or refuses to execute the contract within 15 calendar days after City Council approval shall forfeit the bid security, unless the city is solely responsible for the delay in executing the contract. The City Council may, upon the refusal or failure of the successful bidder to execute

the contract, award the contract to the next lowest responsible and responsive bidder. In such event, the amount of the lowest bidder's bid security shall be applied by the city to the difference between the lowest and the lowest responsible and responsive bid, and the surplus, if any, shall be returned to the lowest bidder.

- (F) **Bid Opening:** Bids shall be opened publicly at the time and place designated in the invitation for bids. The amount of each bid, and other relevant information as the Procurement Manager deems appropriate, together with the name of each bidder shall be recorded. Sealed bids received by the city are exempt from public disclosure until a time as the city provides notice of intent to award, or ten calendar days after bid opening, whichever is earlier

#### **Section 4: Formal Contract Procedure.**

All equipment, supplies and contractual services, except as otherwise provided in this section, when the estimated cost shall exceed \$50,000.00 shall be purchased by formal, written contract from the lowest responsive, responsible bidder, after due public notice inviting proposals has been given; however, the City Council, upon request of the City Manager, may waive the requirement for a formal written contract when such a contract would not be in the best interest of the City.

#### **Section 5: Award of Contract.**

- (A) **City Manager Recommendation:** The City Manager shall have the authority to recommend to the City Council award of contracts. Contracts shall be awarded to the lowest responsive, responsible bidder, or as otherwise determined in the best interest of the City. The City Council shall not be involved in the preparation, submittal and evaluation of bids, request for proposals and other purchases, including attendance at or participating in presentations to or deliberations by a selection committee or contact with persons, firms, organizations and corporations submitting bids or proposals to the City. Following an evaluation of responses received for bids, request for proposals, and other purchases, the City Manager shall have the authority to recommend to the City Council award of contracts. After placement on the agenda, the City Council reviews the City Manager's recommendations and may direct any communications, inquiries or questions regarding the contract award to or through the City Manager.
- (B) **Lobbyist:** In accordance with administrative procedures and policies, and the City's lobbying ordinance, all persons, firms, organizations and corporations seeking a procurement from the City or the award of funds for goods and services must submit a completed and notarized lobbyist registration form/oath to the City Clerk's prior to contacting a member or members of the City Council regarding a City procurement. Lobbyists shall cease all contact and communication with the City Council within the period of time as stated in the lobbying ordinance before the date set for a decision on a matter.
- (C) **Lowest Responsive Bid/Quote:** In determining the lowest responsible bid or quotation, the following shall be considered, in addition to price:
- (1) The quality of commodities or services offered;

- (2) The ability, capacity, and skill of the vendor to perform the contract or provide the commodities or services required;
- (3) Whether the vendor can perform the contract or provide the commodities or services promptly, or within the time specified, without delay or interference;
- (4) The sufficiency of the vendor's financial resources and the effect thereof on the vendor's ability to perform the contract or provide the commodities or services;
- (5) The character, integrity, reputation, judgment, experience, and efficiency of the vendor;
- (6) The quality of vendor's performance on previous orders or contracts for the city;
- (7) Litigation by the vendor on previous orders or contracts with the City;
- (8) Compliance by the vendor with federal, state and local laws and ordinances relating to the subject of the purchase or contract;
- (9) The ability of the vendor to provide future maintenance and service where such maintenance and service is essential;
- (10) Internal cost of vendor's proposal, including any additional expenditure required by the city to complete the project or purchase; and
- (11) Life cycle costs, including costs of purchase, maintenance, and disposal, less residual value over the expected life of the product.

(D) **Process to Apply the Local Vendor Preference (LVP) to Bids:**

Purchases and contracts within the authority of the City Manager may be given consideration to local preference by application of the guidelines in this subsection. In the award of bids and the determination of the lowest, best and responsible bidder, the City Council may award a preference based upon vendors, contractors or subcontractors who are local with a preference as follows:

(1) **Local Contractor/Vendor Preference.** When the lowest responsive bid has been submitted by a non-local qualified contractor/vendor (hereafter non-local bidder), and a qualified local contractor/vendor has submitted a responsive and responsible bid, the local contractor/vendor with the lowest bid shall have the opportunity to match the bid submitted by the lowest responsive non-local bidder provided that the local contractor/vendor's bid price does not exceed the non-local bidder's bid price by more than the following percentages:

- a. Main business office in the City of Westlake - 10%;
- b. Regional office in the City of Westlake - 7.5%;
- c. Main business office in Palm Beach County - 5%;
- d. Regional office in Palm Beach County - 2.5%.

(2) When a non-local bidder submits the lowest bid price, but there is a local contractor/vendor whose bid price does not exceed the percentages stated above, the Procurement Manager shall notify the local contractor/vendor in writing of its opportunity to match the lowest bid price submitted by a non-local bidder. The local contractor/vendor shall have five business days from the date of receipt of notification to match the bid submitted by the lowest non-local bidder.

- (3) In the event the local contractor/vendor declines or is not able to submit a matching low bid, the local contractor/vendor with the next lowest responsive and responsible bid whose bid price does not exceed the percentages of the lowest bid price shall be notified in writing by the Procurement Manager of its opportunity to match, within five business days of receipt of notification, the lowest bid price. This procedure shall be followed until there are no more local contractors/vendors whose responsive bid is within percentages specified above.
- (4) Any contractor/vendor who desires to be considered for the local contractor/vendor must apply for such status as set forth herein. If a nonlocal proposer submits a bid or proposal that includes subcontractors that qualify for local vendor, in order to receive local preference consideration, the proposer must identify all local vendors that will be utilized as subcontractors, and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.
- (E) **Exceptions to Application of LVP:** Preference for a local contractor/vendor shall not apply to any of the following purchases, contracts or situations:
- a. Goods or services provided under a cooperative purchasing agreement or piggyback.
  - b. Contracts for professional services subject to the Consultant's Competitive Negotiation Act (F.S. § 287.055), except as otherwise provided herein.
  - c. Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference.
  - d. Purchases made or contracts let under emergency or noncompetitive situations exempt from competition.
  - e. Where the application of local preference to a particular purchase, contract or category of contracts is within the award authority of the City Manager, the City Manager may waive the local preference upon good cause shown.
  - f. Where the City Council is the awarding authority the City Council may waive, for good cause shown, the application of the local preference to a particular purchase, contract, or category of contracts.
- (F) **Application of Local Vendor Preference for Requests for Proposals:** When evaluation points are used to evaluate through a solicitation, and when a non-local business is the highest ranked proposer, and the ranking of a local firm is within ten percent of the total 100 ranking points, then the city may elect to negotiate with the local firm first.

**Section 6: Purchases Over \$35,000.00 Require City Council Approval.**

The City Manager shall have the authority to execute all procurement related purchase orders, contracts, contract amendments and contract renewals in the amount of \$35,000.00 or less. The City Manager shall have discretion to establish guidelines for purchases over \$15,000.00 but less than \$35,000.00. The City Council shall approve all purchases over thirty-five thousand (\$35,000.00) dollars. All contracts, contract amendments and contract renewals shall be reviewed and approved by the City Attorney prior to execution on behalf of Westlake.

## **Section 7: Emergency Purchases:**

An "Emergency" is defined as a situation brought about by a sudden unexpected turn of events, such as an Act of God, riots, fires, floods, accidents, or any circumstance or caused beyond the control of the City in the normal course of conducting business. An emergency purchase is made to alleviate a situation where there is a threat to health, safety, welfare, injury or loss to the City that can only be rectified by immediate purchase of equipment, supplies, materials or services.

The City Manager may authorize emergency purchases on weekends, holidays or after hours. The authorization may be in excess of \$35,000.00 dollars, but may not exceed \$50,000.00, where the immediate requisition of goods or services are required.

## **Section 8: Exception to Bid Requirements.**

Only the following situations are exempted from the competitive bid requirements of this article:

- (1) ***Emergency Purchases.*** In urgent cases of compelling emergency which require the immediate purchase or repair of equipment, supplies or contractual services, the city manager is empowered to secure, by open market procedure at the lowest obtainable price, any equipment, supplies, repairs or services not exceeding \$50,000.00. The City Manager shall place a notation on the agenda of the next regularly scheduled City Council meeting advising of the emergency purchase.
- (2) ***Professional Services.*** Contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, are exempt from the competitive bidding requirements of this article; however, a formal written contract, approved by the council, shall be required for all such contracts in excess of \$25,000.00.00, and any applicable state law, such as the Consultant's Competitive Negotiation Act, shall be followed.
- (3) ***Noncompetitive Supplies.*** Noncompetitive supplies, available only from one source, such as unique, patented or franchised supplies, are exempt. The City Manager is authorized to purchase and contract for noncompetitive supplies in excess of \$50,000.00, provided authorized funds are available in the annual budget and records of purchases exceeding \$50,000.00 are available for review in the procurement department.
- (4) ***One Bid or No Bid Received.*** In the event that only one bid is received by the city, the City Manager is authorized to negotiate a lower price from the bidder. If no bids are received, the City Manager, when time or economic considerations warrant, may attempt to obtain three informal written quotations. If at least two written quotations are received, the purchase may proceed without the necessity for a rebid. Such purchases in excess of \$50,000.00 require a formal, written contract approved by the City Council.
- (5) ***Unique Circumstances.*** Where the City Council finds unique circumstances to establish that competitive bidding is not in the best interest of the City; however,

such purchases in excess of \$50,000.00 shall require a formal, written contract approved by the City Council. The City Council, upon request by the City Manager, may waive the requirement for a formal written contract when such a contract would not be in the best interest of the city.

- (6) ***Bids and Contracts from Other Entities.*** The City Manager is authorized to use competitive bids and formal contracts from other entities.

**Section 9: *Exclusions to Procurement Procedures:*** The provision of this section shall not apply where:

- (1) The procurement of dues and memberships in trade or professional organizations; registration fees for trade and career fairs, subscriptions for periodicals and newspapers; advertisements; postage; expert witness; legal and mediation services; lobbying services; abstracts of title for real property; title searches and certificates; title insurance for real property; real estate appraisal services; water, sewer, telecommunications and electric utility services; copyrighted materials or patented materials including, but not limited to, technical pamphlets, published books, maps, testing or instructional materials; fees and costs of job-related seminars and training.
- (2) Travel expenses, hotel accommodations and hotel services.
- (3) The contractor is a governmental entity.
- (4) The contract is for the sale or lease of property.
- (5) The covered contract is necessary to respond to an emergency.
- (6) The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.
- (7) The city council waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:
  - a. Where only one solicitation response is received.
  - b. Where more than one solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

**Section 10: *Waiver of Procurement Procedures.*** The City Council may authorize the waiver of procurement procedures upon the recommendation of the City Manager that it is in the city's best interest to do so to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors. Purchases authorized by the waiver process shall be acquired with such competition as is practicable under the circumstances and only after a good faith review of all available sources and negotiation as to price, delivery and terms. There shall be no waiver of procurement procedures for procurements that are subject to the provisions of F.S. §§ 287.055 or 255.20.

**Section 11: *Tie Bids:*** In the event two or more bids are equal with respect to price, quality and service, preference will be given in the following order:

- a. The bidder that has its main business office in the city;
- b. The bidder that as its regional office in the city;
- c. The bidder that has its main business office in Palm Beach County;



- d. The bidder that has its regional office in Palm Beach County;
- e. The bidder that has his or her business in the State of Florida;
- f. A state or county certified minority-owned bidder;
- g. A bidder that promotes a drug-free environment; and
- h. Alphabetical.

**Section 12: Cooperative Purchasing.**

The City Manager may procure, without following formal contract procedure, all supplies, materials, equipment and services, which are cooperative purchases and shall have the authority to join with other units of government in cooperative purchasing plans or to purchase pursuant to formal written contracts or competitive bids of other governmental units, when the best interests of the City would be served.

**Section 13: Appropriations Required.**

- (A) No obligation for expenditures of City funds may be incurred except pursuant to, and only to the extent of, a specific appropriation of funds in the budget. This provision shall apply, without being limited to, any formal or informal contractual obligation for the purchase of lease supplies, services or equipment, and personal services. No money may be drawn from the treasury of the City nor may the appropriate City officials execute any check, draft, warrant, note or other negotiable instrument, except pursuant to, and only to the extent of, a specific appropriation of funds in the budget to be debited for such payment.
- (B) No obligation for the expenditure of money, nor drawing of funds from the treasury, in excess of \$1,000.00 may occur unless there is a written certification from the finance director or his/her designee certifying that there exists an adequate unencumbered balance of appropriate and available funds.
- (C) The City Manager, in a matter of public necessity, may incur obligations or expend funds, not in excess of \$25,000.00 without complying with this article or the requirements for public bidding, provided that he/she places the ratification of these expenditures on the first regularly scheduled council meeting occurring after the incursion or expenditure. In an emergency involving urgent, and extreme matters of public health, safety or welfare, the City Manager may exceed this monetary limitation, provided that, on the same business day that he/she takes such action, the City Manager shall request that a special Council meeting be held at the earliest possible time, to ratify that action.

**Section 14: Appropriations for Outstanding Purchase Orders.**

A duly authorized appropriation of any given fiscal year shall continue to be a valid appropriation of a subsequent fiscal year, without appropriation or inclusion in the later year's budget, providing that the expenditure pursuant to such appropriation has been authorized by the City Council or a properly executed purchase order is outstanding at the end of the fiscal year of the original appropriation. Authority to complete such purchase and expenditure is granted; and if the expenditure is not completed after a reasonable time, the City Manager is authorized and directed to cancel and close out the unexpended balance of the appropriation.

**Section 15: Procedures for Purchases in Excess of \$50,000.00.**

**Bid Award**

- (A) All bids in excess of \$50,000.00 shall be awarded by City Council as soon as practical after the bids are opened. Bids shall be awarded to the lowest qualified responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In determining the lowest responsible and responsive bidder, in addition to price, the following shall be considered:
1. The ability, capacity, skill and sufficiency of resources of the bidder to perform the contract;
  2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  3. The character, integrity, reputation, judgement, experience and efficiency of the bidder;
  4. The quality of performance of the bidder on previous city contracts;
  5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;
  6. The quality, availability and adaptability of the supplies or professional or contractual services to the particular use required; and
  7. The ability of the bidder to provide future maintenance, service or warranty work, if applicable.
- (B) Except as otherwise provided in this division, the purchase of commodities or services of an estimated value in excess of \$50,000.00 shall be approved by the City Council and may be by purchase order and/or other written contract with the vendor submitting the lowest responsible bid whose bid has been solicited, received and approved, pursuant to the following procedures:
- (C) **Advertisements. Notice inviting solicitations.** Except of those solicitations that are required by statute to be advertised in a newspaper, notices inviting solicitations shall be published electronically. A general description of the commodities or services to be purchased, a statement of where the solicitation documents may be obtained, and the date, time and place of receipt is to be provided.
- (D) **Security (bid bonds).** When the estimated cost of a contract is \$150,000.00 or higher, or when otherwise deemed necessary by the City Manager, security in the form of a bid bond issued by a surety company licensed to do business in the state or a cash bond in an amount equal to ten percent of the bid shall be prescribed in the public notices inviting bids. When the City Manager deems it necessary to require a bid bond for bids less than \$150,000.00, the bond shall be in an amount equal to five percent of the bid. A vendor shall forfeit a bid security upon a refusal or failure to execute the contract within 15 calendar days of the notice of award of contract, unless the City is solely responsible for the delay in executing the contract. The City Council may, upon the refusal or failure of the successful vendor to execute the contract, award the contract to the next lowest vendor.

- (E) **Bid Opening Procedures.** Sealed written bids shall be returned to the City and identified as bids on the envelope, together with other information as may be specified in the invitation to bid. Bids shall be opened in public on the date and at the time and place stated in the public notices as specified by Florida Statute.
- (F) **Rejection of Bids.** The City Council may authorize the City Manager to:
- a. Reject any and all bids, reject all bids and re-advertise for bids, and/or to waive minor irregularities in an otherwise valid bid.
  - b. A minor irregularity is a variation from the bid invitation which does not affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders, or does not adversely impact the interests of the city.
  - c. In the event the lowest responsive and responsible bid for a construction project exceeds available funds as certified by the Financial Services Director, and the bid does not exceed the funds by more than 10%, the Procurement Manager is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the lowest responsive and responsible bidder, in order to bring the bid within the amount of available funds.
- (G) **Performance and Payment Bonds.** A performance bond and a payment bond, or a "contract bond" combining the elements of a performance and a payment bond, issued by a surety company licensed to do business in the state, may be required before entering into a contract, in an amount at least equal to the contract price or such higher amount as may be found reasonably necessary to protect the best interests of the City except, in limited circumstances, such as incremental services contracts or blanket purchase orders, where it has been determined by the department director that the potential liability resulting from the performance or payment under the contract is an amount less than the full contract price. If such bond is required, the form and amount of the bond shall be described in the notice inviting bids. Bonds required hereunder shall be subject to all other provisions of this section and this Code.
- (G) **Security in Lieu of Performance and Payment Bonds.** In lieu of the bond required by this section, a contractor may file with the City an alternative form of security in the form of cash, money order, certified check, cashier's check, an irrevocable letter of credit, or security of a type listed in Florida Statutes, § 625.301 et seq. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required hereunder. The appropriate representative of the City as described in subsection (5) of this section shall make the determination of the value of the alternative form of security.
- (H) **Insurance.** The successful bidder is required to obtain at its own expense, all minimum insurance coverages required in the bid documents and contract documents. The successful bidder shall submit copies of all insurance certificates to the City for approval. No work under the contract shall commence until the required insurance has been obtained and proof of said insurance has been provided.

- (J) **Change Orders.** Any change in the contract price, scope of work or time for completion of any project following the award of a contract shall be by a written change order, approved by the City Manager and executed with the same formalities as the contract. However, the City Manager may approve and execute change orders without City Council approval subject to the following limitations:
- a. The City Manager may approve any change orders, which do not exceed \$50,000.00, for up to a maximum of ten percent over the award of the City Council. The scope of any project may not be changed without prior approval of the City Council. No increase in contract price shall be approved unless there are sufficient funds available for such purpose.
  - b. Contract price decreases may be approved without limitation.
  - c. No change order shall materially change the scope of the work unless approved by the City Council.
  - d. In the event the lowest, most responsive and responsible bid for a project exceeds available funds, and the City Council does not make available additional funds, the City Manager is authorized, when time or economic considerations preclude re-solicitation of bids, to negotiate an adjustment of the bid price as long as the scope of work is not materially changed with the lowest, most responsive and responsible bidder, in order to bring the bid within the amount of available funds. Final negotiations shall be in written form as approved by the City Manager.
- (K) **Demonstration of products.** All departments that engage firms in the demonstration, inspection and/or testing of supplies or services for which no formal solicitation has been advertised, must involve the procurement department in the demonstrations and/or testing. Where there would be an eventual solicitation for the products and/or services which have previously gone through a demonstration and/or inspection, it must be made known at the pre-bid meeting for the particular solicitation released.

#### **Section 16: Protests Procedures.**

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or bid to the City Manager. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed \$50,000.00, are not subject to protests.

- (A) **Time for Protest.** The submission of a protest about the award of a contract, as a result of an RFP, RFQ or bid, to the City Manager must be made no later than ten calendar days of approval of notice of award.
- (B) **Form and Content of Protest.** The protest shall be filed in writing with a statement as to the particular facts and law upon which the protest is based, to the City Manager.  
The City Manager will provide a copy of the written protest to the City Attorney and other appropriate city staff.
- (C) **Protest Filing Fee.** The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the City in an amount equal to one percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than \$5,000.00. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor

in any administrative or court proceeding. Failure to submit a filing fee or bond simultaneously with the formal protest shall invalidate the protest and the City may proceed to the contract as if the protest was never filed.

If a protest is upheld by the City Manager, the filing fee shall be refunded to the protestor less any costs assessed under subsection (4), costs, below.

- (D) **Costs.** All costs accrued from a protest shall be assumed by the protestor.
- (E) **Authority to Resolve Protests.** The City Manager and the City Attorney shall have the authority, to settle and resolve any written protest within 30 days after receipt of the written protest.
- (F) **Special Magistrate.** In the event the protest is not resolved by the City Manager, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the City Manager's finding are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.
- (G) **Remedies for Solicitations or Awards in Violation of Law**
- (1) *Prior to bid opening or closing date for receipt of proposals:* If prior to the bid opening or the closing date for receipt of proposals, the City Manager, after consultation with the City Attorney, determines that a solicitation is in violation of federal, state or municipal law, then the solicitation shall be canceled or revised to comply with applicable law.
  - (2) *Prior to award:* If after bid opening or the closing date for receipt of proposals, the City Manager, after consultation with the City Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state or municipal law, then the solicitation or proposed award shall be canceled.
  - (3) *After award:* If, after an award, the City Manager, after consultation with the City Attorney, determines that a solicitation or award of a contract was in violation of applicable law, then:
    - a. If the person or firm awarded the contract has not acted fraudulently or in bad faith:
      1. The contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the city; or
      2. The contract may be terminated and the person awarded the contract shall be compensated for any actual costs reasonably incurred under the contract, plus a reasonable amount for overhead, prior to the termination; or
    - b. If the person or firm awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if that action is in the best interests of the city.

**Section 17: Cone of Silence.**

- (A) **Purpose.** A cone of silence shall be applicable to all requests for proposal (RFP), invitations to bid (ITB), RFLI, or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than \$50,000.00, unless otherwise exempted in this section.
- (B) **Definition.** The term "cone of silence" means a prohibition on:
- (1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the City's staff including, but not limited to, the City Manager and his/her staff;
  - (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefor;
  - (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the Mayor and City Council and their respective staff.
- (C) **Exemptions.** Notwithstanding the foregoing, the cone of silence shall not apply to:
- (1) Communications between a potential proposer, offeror, respondent, bidder, consultant and City purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
  - (2) Duly noticed pre-bid/proposal conferences and site inspections;
  - (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the City Manager presents his/her written recommendation to City Council;
  - (4) Emergency procurements;
  - (5) Communications with the city attorney;
  - (6) Sole source procurements;
  - (7) Those purchases that are exempted from competitive requirements
  - (8) Bid waivers;
  - (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
  - (10) Public presentations made to the City Council and communications occurring during any duly noticed public meeting;
  - (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
  - (12) Contract negotiations that occur after an award; and
  - (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the City Manager and his/her staff, and the mayor and City Council and their staff, following the evaluation process, to discuss the documents

released by the city as well as documents received from responders. The City Manager shall make available to the Mayor and the City Council all documents reviewed by the evaluation committee for the top three ranked responders.

(D) **Procedure.**

- (1) **Imposition.** A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the city manager or his/her designee shall issue a notice thereof to the affected department, the City Clerk, Mayor and City Council and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.
- (2) **Termination; City Council awarding authority.** Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the City Council meeting where the award will be made; provided, however, that if the City Council defers the matter to a future date, the cone of silence shall be re-imposed until such time as the matter is brought back before the City Council for further deliberation. In the event the City Council decides to reject all bids, then the cone of silence shall be lifted.
- (3) **City manager awarding authority.** Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the City Manager; provided, however, that if the City Manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the city manager issues a recommendation for award pending the bid protest period.

- (E) **Penalties.** Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the city commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to \$500.00 fine per violation and debarment.

**ARTICLE II. - DESIGN-BUILD PROCUREMENT METHOD**

**Section 18: Definitions.** The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Consultants' Competitive Negotiation Act** means Florida Statutes §287.055, as periodically amended.

**Design-build contract** means a single contract with a design-build firm for the design and construction of a public construction project.

**Design-build firm** means a partnership, corporation, or other legal entity that:

- (1) Is certified under Florida Statutes §489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
- (2) Is certified under Florida Statutes §471.023 to practice or to offer to practice engineering; certified under Florida Statutes §481.219 to practice or to offer to

practice architecture; or certified under Florida Statutes §481.319 to practice or to offer to practice landscape architecture.

**Design criteria package** means performance oriented drawings or specifications of the public construction project. The design criteria package shall furnish sufficient information to permit design-build firms to prepare a bid or a response to the city's request for proposal, or to permit the city to enter into a negotiated design-build contract. The design criteria package shall specify performance based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layout and conceptual design criteria for the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

**Design Criteria Professional** means a firm which holds a current certificate or registration under Florida Statutes, chapter 481 to practice architecture or landscape architecture or a firm which holds a current certificate as a registered engineer under Florida Statutes, chapter 471 to practice engineering and who is employed by or under contract by the city to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

#### **Section 19: Use of Design-Build Contracts.**

- (a) **Competitive Proposal Selection Process.** The competitive proposal selection process involves a three-phase design-build process.
- (1) **Design Criteria Package.**
- a. All design-build projects require a design criteria package.
  - b. The design criteria package shall be prepared and sealed by a design criteria professional, employed by or retained by the city.
  - c. Should the city elect to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted in accordance with the requirements of sections (4) and (5) of the Consultants' Competitive Negotiation Act.
  - d. A design criteria professional who has been selected to prepare the design criteria package shall be ineligible to render services under a design-build contract executed pursuant to the design criteria package.
- (2) **Public Announcement.** The city shall publicly announce in a uniform and consistent manner, the fact that design criteria professional services and design-build services are required, except in cases of valid public emergency as declared by the City Manager. The announcement shall include a general description of the project, procedures for obtaining the request for proposals, and the time within which interested design criteria professionals and design-build firms may submit proposals.
- (3) **Design-Build Firm Selection.**
- a. The qualification and selection of at least three design-build firms shall be made based on qualifications, availability, and past work of the firms, including the partners or members of such firms.



- b. The City Manager shall select three firms submitting the best proposals and shall present the proposals to the City Council.
  - c. The City Council shall make the final selection of the design-build firm for the public construction project based on qualifications, availability, experience and related factors of the three firms.
  - d. The City Manager is authorized to develop additional procedures for use of the competitive proposal selection process for design-build contracts by the City.
- (1) **Qualifications-based selection process.** The qualifications-based selection (QBS) is a two-phase, simplified procurement process not requiring the creation and submission of a design criteria package.
- (2) **Design-build firm selection.**
- a. If the City uses the qualifications-based selection (QBS) method, the City shall employ or retain a licensed design professional appropriate to the project to serve as its representative.
  - b. The QBS method shall include the qualification and selection of at least design-build firms, based on the qualifications, availability, past work of the firms including partners or members of such firms.
  - c. The selection of at least three firms shall be made by the City Manager and presented to the City Council for final approval of one firm.
- (3) **Public announcement.** The City shall publicly announce in a uniform and consistent manner, the fact that the design criteria professional services and design-build services are required, except in cases of valid public emergency as declared by the city. The announcement shall include a general description of the project, procedures for obtaining the request for proposals, and the time within which interested design criteria professionals and design-build firms may submit proposals.

**Section 20: Method of Project Selection and Participation.**

- (A) Prior to the implementation of each proposed construction project, the City Council may determine which construction method to use based on the nature of the project and the city's needs and capabilities. The City Council may reject both design-build methods contained in this article and instead implement the traditional design-bid-build method of contracting.
- (B) Prior to the implementation of each proposed construction project, the City Council shall also determine whether to use staff or retain an outside design criteria professional.
- (C) All final agreements pursuant to this article shall be subject to the approval of the City Council following recommendations made by the City Manager. The City Council reserves the right to reject all proposals.
- (D) In the case of a public emergency presenting certain conditions that might adversely affect the life, safety, health or welfare of the residents of the City, or when City employees, property or equipment are endangered, or when it is necessary to maintain or restore vital services, to address noncompliance with state statutes or other regulatory laws and permits or situations which may cause major financial impact to the City should immediate action not be taken, the City Manager is authorized to negotiate with the best design-build firm

available at the time, and award a design-build contract. The emergency design-build contract shall be presented to the City Council for ratification at the next scheduled council meeting.

**SECTION 21:** The City Council hereby enacts the purchasing policy for the procurement of commodities, good, services and construction related projects.

**SECTION 22:** 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 23:** Codification: It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances for the City of Westlake, Florida and the sections of this ordinance may be re-numbered or re-lettered to accomplish such intentions, and the word "ordinance" shall be changed to "section" or other appropriate word.

**SECTION 24:** Effective Date: This ordinance shall be effective upon adoption on second reading.

**PASSED** this \_\_\_\_\_ day of May, 2018, on first reading.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of June, 2018, on second reading.

\_\_\_\_\_  
City of Westlake  
Roger Manning, Mayor

\_\_\_\_\_  
Sandra Demarco, City Clerk

Approved as to Form and Sufficiency

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

## **Ninth Order of Business**

## District 15 City of Westlake Monthly Report: April 2018



| Calls for Service                       | Monthly    |
|---|------------|
| Business/Residence Checks               | 147        |
| Traffic Stops                           | 12         |
| Calls for Service<br>(Excluding 1061's) | 74         |
| <b>All CAD Calls – Total*</b>           | <b>221</b> |

| Traffic Summary                  | Monthly   |
|----------------------------------|-----------|
| Warnings<br>(Written and Verbal) | 9         |
| Citations                        | 3         |
| <b>Total</b>                     | <b>12</b> |

Data Source: CrimeView Dashboard  
\*Omit Miscellaneous Calls

**Summary:** During the month, there were 221 generated calls within the district. 72% of these calls were self-initiated.

| Crimes                           | Monthly  |
|----------------------------------|----------|
| Murder                           | 0        |
| Sexual Assault                   | 0        |
| Robbery                          | 0        |
| Burglary - Residential           | 0        |
| Burglary - Vehicle               | 3        |
| Burglary - Business/Construction | 0        |
| Theft                            | 0        |
| Motor Vehicle Theft              | 1        |
| Vandalism                        | 1        |
| Fire                             | 0        |
| <b>Total</b>                     | <b>5</b> |

**Motor Vehicle Theft:**

- **S10: 18-067423 at 4601 Seminole Pratt Whitney Rd occurred on 4/24/18 reported on 4/26/2018.**

Victim left her purse in the vehicle which contained the vehicle keys. When the victim returned to the location that she left the vehicle it was gone.

**Vehicle Burglaries:**

- **S21V: 18-057979 at 4879 Seminole Pratt Whitney Rd reported on 4/3/18.**

Left back side window was smashed and a blue Fiji camera and brown purse were stolen. No CCTV or witnesses. Please note this is one of two 21Vs to occur at this address in this manner (reference case #18-058006).

- **S21V: 18-058006 at 4879 Seminole Pratt Whitney Rd reported on 4/3/18.**

Unknown suspect(s) smashed window of vehicle but nothing was taken. No suspect info. Please note this is one of two 21Vs to occur at this address in this manner (reference case #18-057979).

- **S21V: 18-065230 at 5060 Seminole Pratt Whitney Rd reported on 4/21/18.**

**DELAYED** burglary to an emergency fire engine truck. Unknown suspect(s) entered fire engine truck #22 and removed two Tuff book tablets and a bunker jacket. Nearby restaurant Gator Shack appears to have surveillance cameras which may have captured the incident.

**Vandalism:**

- **S40: 18-064264 at 5026 Seminole Pratt Whitney Rd reported on 4/18/18.**

Victim stated he had a verbal argument with 3 female customers and refused to provide sale of the beverage to them. The females became angry and one female grabbed a glass bottle and threw the item at a beverage cooler. Complainant stated the females then exited the store leaving in a gray BMW 4 door sedan.