

CITY OF WESTLAKE



AGENDA - REVISED

City Council Regular Meeting

Monday, April 12, 2021 at 6:30 PM

Westlake Council Chambers, 4005
Seminole Pratt Whitney Road Westlake,
Florida 33470

This meeting shall take place at the **Westlake Community Center/City Council Chambers located at 4005 Seminole Pratt Whitney Road, Westlake, Florida, 33470 and publicly viewed Via Communications Media Technology.**

Members of the public may participate in the meeting through electronic means and may access as follows:

1. Join the Webex meeting from your computer, tablet or smartphone at the following link:

<https://cityofwestlake.my.webex.com/>

Meeting ID: 132 296 9946

Password: hello

2. Participants may also dial in using your phone with any of the following number(s):

United States Toll: +1-408-418-9388

Meeting ID: 132 296 9946

Public Comments will be accepted via an electronic comment card, at least 24 hours prior to the public meeting and also acknowledged during the meeting when participants utilize the "raise your hand" feature during the designated time. Procedures for Public Comment are provided via the City website:

<https://www.westlakegov.com/cityclerk/page/covid-19-public-meetings>

CITY COUNCIL:

Roger Manning, Mayor
Katrina Long Robinson, Vice Mayor
Patric Paul, Council Member – Seat 1
Kara Crump, Council Member – Seat 2
JohnPaul O'Connor, Council Member – Seat 3

CITY STAFF:

Ken Cassel, City Manager
Pam E. Booker, City Attorney
Zoie P. Burgess, City Clerk

[TENTATIVE: SUBJECT TO REVISION]

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

PUBLIC COMMENTS AND REQUESTS- (OPEN FORUM NON-AGENDA ITEMS)

This section of the agenda allows for comments from the public to speak on any item not presented on the agenda. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium, and prior to addressing the Council, state your name and address for the record.

CONSENT AGENDA

This section of the agenda consists of routine or administrative items that require final approval by the City Council and may be approved in its entirety by a single motion. There will be no discussion of these items unless a City Council Member requests such, in which event, the item will be removed from the Consent Agenda and considered on a future agenda.

- A. Approval of Meeting Minutes
 - 1. March 8, 2021 - Regular Council Meeting Minutes - DRAFT
 - 2. March 22, 2021 - Workshop Council Meeting Minutes - DRAFT
- B. Approval Finance Statement
 - 1. Financial Report - February 2021

PRESENTATIONS/PROCLAMATIONS

PUBLIC HEARING

- A. Final Plat Persimmon Boulevard East - Plat 5
Submitted By: Engineering

RESOLUTION 2021-09

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR PERSIMMON BOULEVARD EAST - PLAT 5, BEING A PORTION OF SECTIONS 5, 7, AND 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.

- B. Final Plat Town Center Parkway Phase III
Submitted By: Engineering

RESOLUTION 2021-10

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR TOWN CENTER PARKWAY PHASE III, BEING A PORTION OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AND SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.

REGULAR AGENDA

A. Goals & Objectives

Submitted By: Administration

B. Follow up of Charter position review of the City Attorney.

Submitted By: City Council Request

C. Follow up of Charter position review of the City Manager.

Submitted By: City Council Request

NEW BUSINESS

A. Select a Member of City Council to serve in the position of Vice-Mayor Until April 11, 2022.

Submitted By: Administration

RESOLUTION 2021-12

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA,
SELECTING A MEMBER OF THE CITY COUNCIL TO SERVE IN THE POSITION OF
VICE-MAYOR UNTIL APRIL 11, 2022, PURSUANT TO THE CITY'S CHARTER
PROVISION AS SET FORTH IN SECTION 8D.**

CITY COUNCIL COMMENTS

- A. Councilman JohnPaul O'Connor
- B. Councilwoman Kara Crump
- D. Vice Mayor Katrina Long Robinson
- C. Councilman Patric Paul
- E. Mayor Roger Manning

REPORT - STAFF

A. Palm Beach County Sheriff's Office - Monthly Report: March

Submitted By: Captain Craig Turner

For Informational Purposes Only

REPORT - CITY ATTORNEY

A. Monthly Report - March

Submitted By: Legal

REPORT - CITY MANAGER

PUBLIC COMMENTS - AGENDA ITEMS ONLY

This section of the agenda allows for comments from the public to speak on items only presented on the agenda. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk.

ADJOURNMENT

Next Meeting (Subject to Change or be Cancelled): **May 10, 2021**

NOTICE: If a person, firm or corporation decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, you will need a record of the proceedings, and you 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 above notice is required by State Law. Anyone desiring a verbatim transcript shall have the responsibility, at his own cost, to arrange for the transcript). The City of Westlake does not prepare or provide such verbatim record.

In accordance with the Americans with Disabilities Act, persons who need an accommodation in order to attend or participate in this meeting should contact the City Clerk at (561) 530-5880 at least three (3) business days prior to the meeting in order to request such assistance.

AGENDA POSTED: Monday, April 5, 2021, **REVISED** Wednesday, April 7, 2021

File Attachments for Item:

1. March 8, 2021 - Regular Council Meeting Minutes - DRAFT



CITY OF WESTLAKE

MINUTES

City Council Regular Meeting Monday, March 08, 2021 at 6:30 PM

This meeting took place at the **Westlake Community Center/City Council Chambers located at 4005 Seminole Pratt Whitney Road, Westlake, Florida, 33470 and publicly viewed Via Communications Media Technology.** Members of the public participated in the meeting through electronic means with access as follows:

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Patric Paul, Council Member – Seat 1
Kara Crump, Council Member – Seat 2
JohnPaul O'Connor, Council Member – Seat 3

CITY STAFF:

Ken Cassel, City Manager
Pam E. Booker, City Attorney
Zoie P. Burgess, City Clerk

A Regular meeting of the City Council of the City of Westlake was held on Monday, March 08, 2021 at 6:30 PM., at the Westlake Community Center, 4005 Seminole Pratt Whitney Road.

As a preliminary matter, Ms. Burgess noted that Mayor Roger Manning, Vice Mayor Katrina Long-Robinson, Councilman Patric Paul, Councilwoman Kara Crump, Councilman JohnPaul O'Connor were present physically.

Ms. Burgess noted that Planning & Zoning Director Nilsa Zacarias, City Manager Kenneth Cassel and City Attorney Pam Booker, were present physically. City Engineer Suzanne Drombrowski and City Clerk Zoie Burgess were present via communications media technology.

Ms. Burgess identified the applicant speaker, Mr. Donaldson Hearing, of Cotleur & Hearing attending via communications media technology and confirmed if able to speak and hear.

Ms. Burgess provided further instruction regarding public comments, noting that comments will be acknowledged by the Mayor and accepted at the appropriate times as indicated in the Agenda and those who wish to speak may use the "virtual" hand raise feature.

Ms. Burgess provided the disclaimer that the meeting is being recorded by both voice and video, reminding the audience that microphones are live. Ms. Burgess further explained that microphones will be muted; audience members have the ability to unmute themselves and anyone that has called in should mute their device.

Ms. Burgess noted that anyone causing a disruption or being inappropriate will be removed from the meeting.

Ms. Burgess reminded Council Members physically present to utilize microphones for a clear record of the proceeding.

CALL TO ORDER

Mayor Manning called the City of Westlake Regular City Council meeting of March 08, 2021 to order at 6:31 PM.

ROLL CALL

Present and constituting a quorum:

Councilman JohnPaul O'Connor
Councilwoman Kara Crump
Councilman Patric Paul
Vice Mayor Katrina Long-Robinson
Mayor Roger Manning

Also, present:

Kenneth Cassel, City Manager
Pam E. Booker, Esq. City Attorney
Zoie P. Burgess, CMC, City Clerk - Present via communications media technology
Suzanne Dombrowski, City Engineer - Present via communications media technology
Nilsa Zacarias, Planning & Zoning Director

PLEDGE OF ALLEGIANCE

Mayor Manning led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Mayor Manning called for any additions, deletions or modifications to the Agenda.

Motion by Councilwoman Crump to approve Agenda, seconded by Vice Mayor Long-Robinson.

UPON ROLL CALL:

Councilman Paul	YES
Councilwoman Crump	YES
Councilman O'Connor	YES
Vice Mayor Long-Robinson	YES
Mayor Manning	YES

With all in favor, motion carried without dissent (5-0).

PUBLIC COMMENTS AND REQUESTS- (OPEN FORUM NON-AGENDA ITEMS)

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Ms. Burgess noted there were no public comment cards received prior to the meeting.

Ms. Burgess gave the virtual participants a moment to raise a virtual hand or unmute their devices and provided a reminder to state name and address.

There being no comments, the next item followed.

CONSENT AGENDA

This section of the agenda consists of routine or administrative items that require final approval by the City Council and may be approved in its entirety by a single motion. There will be no discussion of these items unless a City Council Member requests such, in which event, the item will be removed from the Consent Agenda and considered on a future agenda.

A. Approval of Meeting Minutes

1. February 8, 2021 - Regular Council Meeting Minutes - DRAFT

B. Approval Finance Statement

1. Financial Statements as of January 31, 2021

Mayor Manning introduced the Consent Agenda Item.

Motion by Councilman O'Connor to approve Consent Agenda, seconded by Councilwoman Crump.

UPON ROLL CALL:

Councilwoman Crump	YES
Councilman O'Connor	YES
Vice Mayor Long-Robinson	YES
Mayor Manning	YES
Councilman Paul	YES

With all in favor, motion carried without dissent (5-0).

PRESENTATIONS/PROCLAMATIONS

There being no presentations or proclamations, the next item followed.

PUBLIC HEARING

- A. A Resolution for the Final Plat Crossings of Westlake (POD M-2)

Submitted By: Legal

RESOLUTION 2021-06

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR CROSSINGS OF WESTLAKE (POD M-2), BEING A REPLAT OF A PORTION OF OPEN SPACE TRACT #1 AND OPEN SPACE TRACT #2, TOWN CENTER PARKWAY SOUTH - PHASE II, PLAT BOOK 126, PAGES 114 AND 115, AND A PORTION OF OPEN SPACE TRACT #1, ILEX WAY - PHASE I, PLAT BOOK 126, PAGES 116 AND 117, AND A PORTION OF OPEN SPACE TRACT #2, PERSIMMON BOULEVARD EAST - PLAT 2, PLAT BOOK 128, PAGES 16 THROUGH 19, INCLUSIVE, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.

Mayor Manning introduced item, Resolution 2021-06 - Final Plat Crossings of Westlake (POD M-2).

Donaldson Hearing, Coteleur & Hearing on behalf of applicant Minto presented a PowerPoint Presentation of Final Plat Crossing of Westlake (POD M-2). He said that 130 townhomes will be built and noted the size and advised that each will have their own private gated backyard. He advised that the Seminole Improvement District (SID) and City Staff have advised that the Plat is technically ready for approval.

Ms. Booker commented that the Plat will not be recorded until the variance application is processed and approved. There was one item that did not meet code; we have worked with the applicant over the past two weeks to work out a process to forward. As of last week, the variance has been submitted for City staff review and we recommend approval.

Ms. Zacarias noted the condition in place as the site plan did not meet all the code requirements. She said that there will be a review of the variance application and when it comes before Council there will be a presentation.

Mayor Manning inquired on the square footage of the townhomes and parking.

Mr. Hearing advised that units range from 1800 square foot up to little over 2000 square foot that will consist of two car garages. There will be guest and on street parking within the community that will be well distributed and within walking distance of the Adventure Park.

Councilman O'Connor inquired on the price point.

Mr. Hearing responded that he understands that the intent is to be below the price points of single-family homes that are currently out there in order to provide broader opportunities for those looking to move to Westlake. He said that he will get back with Council on the price point.

Councilman O'Connor requested for Mr. Hearing to obtain information on elevations as well.

Mr. Hearing said that he will share that information once received.

Ms. Burgess read into record, by title only, Resolution 2021-06.

Motion by Councilman O'Connor to approve Resolution 2021-06 with the one condition from Legal, seconded by Vice Mayor Long-Robinson.

UPON ROLL CALL:

Councilman O'Connor	YES
Vice Mayor Long-Robinson	YES
Mayor Manning	YES
Councilman Paul	YES
Councilwoman Crump	YES

With all in favor, motion carried without dissent (5-0).

B. A Resolution for the Final Plat Orchards of Westlake Phase II

Submitted By: Engineering

RESOLUTION 2021-07

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR ORCHARDS OF WESTLAKE PHASE II BEING A REPLAT OF TRACT "S", ORCHARDS OF WESTLAKE - PHASE - II, PLAT BOOK ____, PG(S). ____-____, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITHIN SECTIONS 5, 6, 7 AND 8, ALL IN TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.

Mayor Manning introduced item, Resolution 2021-07 - Final Plat Orchards of Westlake Phase II

Mr. Hearing, Coteleur & Hearing presented on behalf of Minto Communities presented a PowerPoint Presentation on POD S Phase II Plat Orchards of Westlake. He noted that POD S Phase I was presented at the January meeting. He advised that POD S will be the next community to be constructed following the community of Groves in POD O. He provided the location; the total number of homes; noted the two main entrances and their locations; the reasonable size of the lots; the buffers along the perimeter roadway and mentioned that the entire buffer will be 100 foot.

Ms. Burgess read into record, by title only, Resolution 2021-07.

Motion by Vice Mayor Long-Robinson approve Resolution 2021-07, seconded by Councilman O'Connor.

UPON ROLL CALL:

Vice Mayor Long-Robinson	YES
Mayor Manning	YES
Councilman Paul	YES
Councilwoman Crump	YES
Councilman O'Connor	YES

With all in favor, motion carried without dissent (5-0).

REGULAR AGENDA

There being no regular agenda, the next item followed.

NEW BUSINESS

A. Proposal for Goals and Objectives Sessions

Submitted By: Administration

Mayor Manning Introduced item.

Mr. Cassel mentioned that Robert Koncar of Inframark approached one or two Council members regarding the Objective and Goals a couple of months ago for the coming year.

Councilman O'Connor said that he asked for this item to be added to the agenda. He mentioned that it is important to measure the job of the City Manager and noted that it was presented to him by Mr. Koncar; there is no additional cost to the City. He said that we all can come up with goals and objectives and get a nice core group of goals that Council can actually measure by the end of the year.

Councilwoman Crump inquired if the goals and objectives will be posted on City website.

Mr. Cassel responded that it is part of the goals and objectives of the City as a whole not only for the City Manager. He said this will assist him with creating the budget and determining what the City is trying to accomplish.

Mr. Robert Koncar, General Manager of Inframark said that it is a simple and important process used with other clients and helps to focus the resources of the City on those objectives that the Council want to be pursued by staff. He explained the process and how the annual workplan would be implemented. He said that every quarter we would report back on the process based on the goals and objectives in order to see how staff are doing. It also helps to ensure we are progressing in accomplishing those goals and objectives.

Vice Mayor Long-Robinson asked Mr. Cassel how this would correlate with the Strategic Plan for the City.

Mr. Cassel responded it will tie into the overall part of the vision and helps him to continue to ensure that we are not going down a trail that we should not be running down; therefore, we can refocus and make sure that Council's vision is accomplished.

Vice Mayor Long-Robinson inquired on the start time for implementation.

Mr. Koncar noted, that if approved the goals would be brought back before Council at the next meeting. Once approved the annual workplan would be brought back at the following Council meeting.

Vice Mayor Long-Robinson suggested that a workshop be held on the City Strategic Plan to make sure that Council is clear on the goals and objectives for staff because they are going to coincide. She said that she is in favor of the goals and objectives.

Mayor Manning said that the Strategic Plan is already published; if we have in mind what is in the plan once there is a consciences then Council would need to see how those would fit into the Strategic Plan. He asked Mr. Koncar if Council needs to email comments to him via email.

Mr. Koncar responded yes. If the process is approved tonight an email would be sent to each Council member individually requesting for three to five broad goals separately. He would then bring those goals back before Council and share at the next meeting.

Mayor Manning directed Mr. Koncar to select goals that are in consciences with the Strategic Plan.

Vice Mayor Long-Robinson said that a workshop should be held at the same time. She commented that the problem is whether if any Council member can correctly talk about the Strategic Plan. She said that a workshop should be held as a refresher to make sure that Council has met and mastered everything that has been set forth. For example, with creating programs for the City's housing program therefore we would know if there is an issue with the program.

Councilman O'Connor said that the goals and objectives would be created by Council and should be worked backward; the goals and objectives and then identify some key goals that Council share and then take that information and work that in a Strategic Plan.

Vice Mayor Long-Robinson asked Councilman O'Connor if the Strategic Plan will be changed.

Councilman O'Connor responded yes. He said that if it turns out that there are some goals that are not included in the Strategic Plan that are in line with Council's goals then we need to take it to a workshop and work out.

Mr. Koncar clarified that the goals will be broad goals. He provided an example of communication and noted that staff would develop a plan with specific objectives. He explained the timeframes to meet that goal. He said there would be two votes required by Council for approval. The goals would be brought back for approval of the implementation plan which are the objectives with any financial impact and then staff would take it from there to implement.

Mayor Manning inquired if a workshop would be held.

Councilman O'Connor responded that a workshop should be held after Council has identified the goals.

Further Council discussion.

Motion by Councilman O'Connor to approve Proposal for Goals and Objective Sessions, seconded by Councilwoman Crump.

UPON ROLL CALL:

Mayor Manning	YES
Councilman Paul	YES
Councilwoman Crump	YES
Councilman O'Connor	YES
Vice Mayor Long-Robinson	YES

With all in favor, motion carried without dissent (5-0).

Mr. Koncar thanked the Council and advised that he will be in touch with each member individually.

B. Release of Unity of Title

Submitted By: Administration

Mayor Manning introduced the item.

Ms. Booker advised that a Unity of Title was placed on the property back in the 1980's it went before the County in the development and explained the reason for release of removal.

Mayor Manning asked Council for any questions.

There being no questions

Motion by Councilwoman Crump to approve Release of Unity of Title, seconded by Vice Mayor Long-Robinson.

UPON ROLL CALL:

Councilman Paul	YES
Councilwoman Crump	YES
Councilman O'Connor	YES
Vice Mayor Long-Robinson	YES
Mayor Manning	YES

With all in favor, motion carried without dissent (5-0).

CITY COUNCIL COMMENTS

A. Councilman JohnPaul O'Connor

Councilman O'Connor commented on the Communications Advisory Board and advised how he would like to have a couple of individuals from each development to represent their communities rather than

having a formal Board. He said that he would like to have Coffee with the Councilman similar to how the Coffee with the City Manager is set up.

Councilman Paul said that it should be open for anyone who wants to attend verses having it only open to a few individuals.

Councilman O'Connor said that he has no problem with unlimiting the number of people and opening it up. He asked Ms. Booker if there are any objections.

Ms. Booker responded no. She provided Council with an update on the draft ordinance and explained the objective and purpose of the Board. She said that a lot of the Boards are limited in purpose of scope usually a year or two. She mentioned that it can be pulled into Ken's monthly or bi-monthly meetings as another means of communication amongst the residents. She advised that the ordinance will be placed on the shelf and it can comeback before Council if this is the direction in the future to have something more formal.

Councilman Paul inquired if it will be added to the City website.

Councilman O'Connor responded yes. Once all the details, the name of the board and how often the meetings will take place.

Mr. Cassel advised Councilman O'Connor that he expects the format to be done the same way as Coffee with the City Manager.

Further Council discussion.

Mayor Manning inquired if another Council member may attend with comment due to Sunshine Law.

Ms. Booker responded that there are concerns of violation of Sunshine Law in conduct with two or more Council members present. She advised that meeting would need to be advertised and minutes taken; the guidance is always not to attend the meeting. The issue comes when there is dialogue that may come before Council to vote on in the near future. She advised that Council can attend virtually but can not comment. She would discourage this as it was discussed with the City Manager for other Council members take turns to attend on a monthly basis if this is an option that all Council Members participate to listen to residents and agree to participate. Council still has to abide by Sunshine Law even with an informal session.

Mayor Manning asked can Council attend without comment.

Ms. Booker responded yes.

Councilman O'Connor said that he loves the idea of Council rotating quarterly to attend meetings.

Vice Mayor Long-Robinson said that this sounds similar to the Homeowners Association meetings. She advised that the City is new, and there is time to implement it similarly to what other municipalities have.

Councilman O'Connor advised that the intent is to have communication between the Council and residents.

Vice Mayor Long-Robinson said that people who serve in public office start by serving on the local boards as this is how they learn how to serve.

B. Councilwoman Kara Crump

No Comments.

C. Councilman Patric Paul

No Comments.

D. Vice Mayor Katrina Long Robinson

Vice Mayor Long-Robinson thanked the developers for the townhomes coming. She mentioned that she and other women in local government provided lunch to the local schools. She advised that they will try do something for the middle and high school students at some point. She mentioned that the media has reached out to her regarding a statement. She read the statement into the record regarding a t

message received prior to the Council Meeting on November 30, 2020. She advised that staff was immediately notified. She advised that she provided a statement to the paper.

E. Mayor Roger Manning

Mayor Manning advised that he was happy to receive the email from Mr. Carter advising of a press release that Minto has sold it's 1000th home since 2017. This is a milestone. He thanked Mr. Cassel for providing updates on things that are turning around. He said that he is looking for the tax base to come and we have short window to get our balance budget.

REPORT - STAFF

A. Palm Beach County Fire Rescue - Monthly Report: January

Submitted By: William J. Rowley, District Chief

For Informational Purposes Only

Mayor Manning introduced item.

Mr. Cassel introduced Tony Tozzi, District Chief of the Palm Beach County Fire Rescue (PBCFR) and asked if he wanted to speak.

District Chief Tony Tozzi introduced himself and mentioned that he has been with PBCFR for over 27 years and in Fire Service for over 36 years. He thanked the Council for having him.

B. Palm Beach County Sheriff's Office - Annual Report

Submitted By: Captain Craig Turner, Commander

For Informational Purposes Only

Mayor Manning introduced item.

Ms. Burgess noted that Captain Turner was not present. She advised that the presentation is presented before Council and available in the City Clerk's Office if requested.

REPORT - CITY ATTORNEY

A. Monthly Report - February

Mayor Manning introduced item.

Ms. Booker said that she is available if Council has questions on the report. There is follow up regarding an email with Calvin on Chapter 5 as it relates to the motion and direction. If Council wants to share their thoughts and feedback on the matter it will be helpful as we are still working through the process.

REPORT - CITY MANAGER

Mayor Manning introduced the item.

Mr. Cassel mentioned that commercial for POD H is coming and it will be a master plan section. He expects to receive more details in 3 - 4 weeks. He provided the location of the Parcel from the northside of school up to Persimmon for the master plan and noted that there will be a number opportunities for this location about 35 or so acres that will come back before Council within the next few weeks. He mentioned the 700 CO's and said that the rest have been sold. Mr. Cassel asked Council if they would be available to hash out the final details of Chapter 5 on March 22nd. He advised if they are not able to hash out, they may need to have a workshop.

There was consensus with Council to meet on March 22nd.

Mr. Cassel mentioned the statement put out today by SID experiencing some intermittent issues with the automated reading system for water. He advised that SID has gone out physically to read over 4

accounts manually; the bills are accurate, and they are a compilation of 3 to 4 months consumption. He said that SID expects to have the intermittent issue correct by the next billing cycle. He mentioned that the bills are higher, but we are working with individuals as they call in. He said that he looks forward to the goals and objectives process as this helps with the budget in knowing where to put the dollars.

PUBLIC COMMENTS - AGENDA ITEMS ONLY

This section of the agenda allows for comments from the public to speak on items only presented on the agenda. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk.

Mayor Manning called for any public comments.

Ms. Burgess noted there were no public comment cards received prior to the meeting.

Ms. Burgess gave the virtual participants a moment to raise a virtual hand or unmute their devices and provided a reminder to state name and address.

There being no further comments, the next item followed.

Next Meeting (Subject to Change or be Cancelled): **Monday, April 12, 2021**

ADJOURNMENT

Mayor Manning adjourned the meeting at 7:31 PM.

Zoie P. Burgess, City Clerk

Roger Manning, Mayor

File Attachments for Item:

2. March 22, 2021 - Workshop Council Meeting Minutes - DRAFT

CITY OF WESTLAKE



MINUTES

City Council Workshop Meeting Monday, March 22, 2021 at 6:30 PM

This meeting took place at the **Westlake Community Center/City Council Chambers located at 4005 Seminole Pratt Whitney Road, Westlake, Florida, 33470 and publicly viewed Via Communications Media Technology.** Members of the public participated in the meeting through electronic means with access as follows:

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JohnPaul O'Connor, Council Member – Seat 3

CITY STAFF:

Ken Cassel, City Manager
Pam E. Booker, City Attorney
Zoie P. Burgess, City Clerk

A Workshop meeting of the City Council of the City of Westlake was held on Monday, March 22, 2021, at 6:30 PM., at the Westlake Community Center, 4005 Seminole Pratt Whitney Road.

As a preliminary matter, Ms. Burgess noted that Mayor Roger Manning, Vice Mayor Katrina Long-Robinson, Councilman Patric Paul, Councilwoman Kara Crump, Councilman JohnPaul O'Connor were present physically.

Ms. Burgess noted that City Manager Kenneth Cassel and City Attorney Pam Booker and City Engineer Suzanne Dombrowski, were present physically.

City Clerk Zoie Burgess was present via communications media technology.

Ms. Burgess provided further instruction regarding public comments, noting that comments will be acknowledged by the Mayor and accepted at the appropriate times as indicated in the Agenda and those who wish to speak may use the "virtual" hand raise feature.

Ms. Burgess provided the disclaimer that the meeting is being recorded by both voice and video, reminding the audience that microphones are live. Ms. Burgess further explained that microphones will be muted; audience members have the ability to unmute themselves and anyone that has called in should mute their device. Ms. Burgess noted that anyone causing a disruption or being inappropriate will be removed from the meeting.

Ms. Burgess reminded participants physically in attendance, when speaking to project their voices and speak clearly for an accurate recording is produced.

CALL TO ORDER

Mayor Manning called the City of Westlake Workshop City Council meeting of March 22, 2021 to order at 6:32 PM.

ROLL CALL

Present and constituting a quorum:
Councilman JohnPaul O'Connor
Councilwoman Kara Crump
Councilman Patric Paul
Vice Mayor Katrina Long-Robinson
Mayor Roger Manning

Also, present:

Kenneth Cassel, City Manager
Pam E. Booker, Esq. City Attorney
Zoie P. Burgess, CMC, City Clerk - Present via communications media technology
Suzanne Dombrowski, City Engineer

PLEDGE OF ALLEGIANCE

Mayor Manning led the Pledge of Allegiance.

WORKSHOP AGENDA

A. Conflict Resolution Update

Mayor Manning introduced item.

Dr. Dale Sugerman of The International Institute For Leadership Development and Training provided his background and experience in local government and his role, goals and processes in working with Ms. Booker and Mr. Cassel in identifying conflicts and efforts to move forward in trust. He said that the Myers Briggs Personality Test Type style was used as the learning tool to better predict how and why both reacted in different situations. He advised that they came up with 6 commitments that Ms. Booker and Ms. Cassel were willing to make and explained what came out of the commitments. He thanked the Council for allowing him to work with Mr. Cassel and Ms. Booker.

Ms. Booker and Mr. Cassel shared their feedback and takeaways regarding the conflict resolution process and identified commitments to achieving a positive working relationship.

Mayor Manning thanked Ms. Booker and Mr. Cassel for devoting their time and energy to resolve their problems. He said that it is difficult sitting back here when having conflicting views as it can be confusing. He mentioned that communication has been an issue and he does appreciate the time spent trying to resolve the issue and learn how we can get through with little conflict as possible.

Dr. Sugerman mentioned that from his perspective you want as much diversity as possible; you do not want disagreement, but you want a different perspective; therefore, invite differences and perspectives. He advised that if there are any additional questions, he is available to answer.

Councilman O'Connor inquired if the process continues.

Mr. Cassel mentioned that as Dr. Sugerman stated once a student always a student. He will be calling if he has any questions. He said that it is a never-ending process and it helped him to see how he responds to things and helps me to understand where Ms. Booker is coming from. He mentioned that he is looking forward to the potential of building back trust between Ms. Booker and himself and we are building on this.

Dr. Sugerman noted that if Council is interested in discovering more about their own personality and ability to work together, he would be available for that. Going forward his hourly rate of work with Mr. Cassel and Ms. Booker is done.

B. Chapter 5 Discussion and Clarification

Mayor Manning introduced item.

Mr. Cassel explained the reason for revisiting and discussing Chapter 5. He said that from his perspective he thought we were settled after several lengthy meetings with everyone and after the November 30th meeting. He referenced the September 2nd memo that said what we were going to do; the fact that the engineers had agreed to the language which is now Section 11 in Seminole Improvement District's Code (SID); and the statement from the engineers. He provided examples of other Palm Beach County Agencies that use language "as reference by code" in their entity's codes and standards therefore the entity does not have to go back and change their language.

Ms. Booker commented by further explaining the identified edits and changes in Chapter 5 from the November 30th meeting. She said that it was her understanding and recollection that Vice Mayor Long-Robinson was inquiring if the engineers had agreed upon the stormwater language. She advised that City Engineer Suzanne Dombrowski indicated that the engineers had agreed upon language to be included in the City's Code based on her recommendation. She referenced several highlights, questions

for discussion, recommended deletions requested by SID and the edits in red before Council to see if the language should stay in or not. She mentioned her conversation with Kathryn Romsell of Lewis Longman and Walker regarding Chapter 5; the question came up what the Council's intent at the November 30th meeting was; should any of the stormwater language be in or should it all be adopted by reference. She mentioned that she does not recall Council providing directive to adopt the code by reference. There is language adopting language accepting certification by SID that has been added. Minutes of the meeting were requested by Legal and Councilman O'Connor as to what the motion exactly said; those minutes were provided to Council along with the question requesting the intent and for Council to provide directive. She mentioned a meeting to be held next Tuesday with Ms. Romsell to review minor changes in order to have this heard before Council at the May meeting for first reading. SID is due to adopt Section 11 at their next meeting and her recommendation is that the language be in the code; could we adopt by reference, we could but it does not give the City the best legal position should it go to litigation. She advised that if there are any changes then SID and the City should be communicating.

Mr. Cassel asked Ryan Wheeler, District Engineer for Seminole Improvement District whether the agreed language and requirements have been followed with Ms. Dombrowski since the November meeting.

Mr. Wheeler responded yes. He said that all parties have come up with the adoption of Chapter 11 from an engineer's perspective. In addition to, we have come up with a cover letter and a checklist to ensure that everything that SID reviewed is covered and we hold bi-weekly meetings.

Ms. Dombrowski mentioned that the sections Ms. Booker pointed out will not be identical word for word; it is really the same intent it is just how you are saying it and we have no issue with it. She said that there are a few things here and there and we are all comfortable with it.

Mayor Manning inquired if engineering totally agrees with adopting SID's language.

Ms. Dombrowski responded yes; we think the language is adequate for the City.

Mayor Manning inquired does this come down to whether the language is put into City and SID codes.

Mr. Cassel responded yes.

Councilwoman Crump inquired has it been a smooth process.

Mr. Wheeler responded yes.

Mayor Manning inquired if SID were to make any changes how the City would be notified and would the City have any input and voting rights at that point to say no or yes.

Mr. Cassel said that with the working relationships that the engineers have the two engineers would be discussing those changes long before the City Manager and Legal being involved before that change is made. He said that they know that both sides are agreeable as to what is going on. If there are any changes it would be communicated between both Boards.

Mr. Wheeler commented that if there are any changes it would be way down the road which would be minor and not major.

Councilman Paul inquired if SID could change something at their leisure and then notify the City Attorney.

Ms. Burges advised that Mr. Diffenderfer would like to speak.

Mayor Manning opened the floor for Mr. Diffenderfer to speak.

Robert Diffenderfer of Lewis Longman and Walker commented that at the November 30th meeting the issue was not whether the standards should be in Chapter 5; it was who had responsibility for the issue. He noted the motion made by Vice Mayor Long-Robinson that SID be responsible for all stormwater review, seconded by Councilman O'Connor and said that Councilman O'Connor went on to observe that there is an exclusive line in the agreement that was clear. He noted that he will take one issue with what Ms. Booker said, that the City's position is compromised. He said that the City does

lose any enforceability by incorporating the “by reference” language as City's and County's do this all the time. The City can enforce and interpret that.

Councilman Paul commented on the email received today regarding the property being sold and a neighbor complaining about flooding on their property and inquired if this is something that falls within the parameters.

Mr. Cassel said that it becomes a Code Enforcement issue as the work was done without permits.

Further council discussion.

Tara Duh of Lewis, Longman, and Walker on behalf of Minto PBLH, LLC said that she recalled the discussion being as to who had exclusive jurisdiction over these issues and the resolution being SID. She provided Council with a highlighted copy of the City's Chapter 2 Code language with Palm Beach County. She commented do the same thing with SID. She said that we would object to doing a repetition with the standards with the City's Code as we believe it is a violation of the Interlocal Agreement, Charter and Comprehensive Plan.

Mayor Manning commented that he does not recall anyone saying that language would be included by reference in the Code. He advised that if the City and SID code is the same then there is no conflict; if there is, it is written into both and the only conflict would be if the City or SID made changes without the other knowing.

Mr. Cassel explained that if a different City Engineer reads and interrupts the language differently other than what the language means then there is a conflict.

Further Council Discussion.

Councilman O'Connor thanked the engineers for working together and inquired why this item is still a discussion noting that the Council needs to allow SID to be SID and adopt by reference.

Vice Mayor Long-Robinson noted that she had hoped there was clarification at the November 30th meeting. She said that if Council does not allow SID to be SID there will be conflict. She agrees to allow it to go by reference and it is a trust factor amongst us. If Ms. Booker is asking for clear direction let us give her clear direction so we can move forward.

Ms. Booker noted that if there were a situation where the City was trying to enforce on a development applicant, or something went wrong in the field the City would be challenged in the court on jurisdiction; if it says that SID has exclusive jurisdiction. She referenced the legal conflicts discussed tonight and at the November 30th meeting where there would be no interpretation as the requirements have been met. She said trust but verify; City is working with everyone collectively and she does not think that anyone has any bad intent; this is just protection for the City, as well as to make sure that everyone is held accountable.

Councilman O'Connor inquired if a motion has to be made.

Mr. Cassel advised that it must be a consensus with the Board to adopt by reference and give direction to the City Attorney and himself to move forward.

Councilman O'Connor said that he wants to adopt by reference.

Mayor Manning commented that no one necessarily has to say what their position is.

Mr. Cassel said it would be helpful for each Board member to provide their perspective and whatever the majority is, is the direction that will be taken.

Councilwoman Crump said to adopt by reference.

Councilman Paul said no.

Mayor Manning said no clarity.

Vice Mayor Long-Robinson said for the City to incorporate by reference.

Mayor Manning advised that there is nothing else to talk about; it is the consensus of the Council to adopt by reference.

CITY COUNCIL COMMENTS

A. Councilman JohnPaul O'Connor

Councilman O'Connor thanked Council for their leadership. He thanked Council and Mr. Cassel and Ms. Booker for going through the process with Dr. Sugerman; he would like to see less getting caught up on winning and more about resolving conflict.

C. Councilman Patric Paul

Councilman Paul said that he would like to discuss Code Enforcement at the next Council meeting for the future as we must protect future buyers.

B. Councilwoman Kara Crump

No Comment.

D. Vice Mayor Katrina Long Robinson

No Comment.

E. Mayor Roger Manning

Mayor Manning thanked everyone for their efforts as it is a tough job that we have to make decisions that effects the livelihood of residents and developers. He thanked Dr. Sugerman for working with Mr. Cassel and Ms. Booker.

CITY ATTORNEY COMMENTS

No comments. She thanked Council for providing direction on the Code.

CITY MANAGER COMMENTS

Mr. Cassel thanked everyone for the additional clarification.

PUBLIC COMMENTS

Mayor Manning called for any public comments.

Ms. Burgess noted there were no public comment cards received prior to the meeting.

Ms. Burgess gave the virtual participants a moment to raise a virtual hand or unmute their devices and provided a reminder to state name and address.

There being no further comments, the next item followed.

ADJOURNMENT

Mayor Manning adjourned the meeting at 7:46 PM.

Zoie P. Burgess, City Clerk

Roger Manning, Mayor

File Attachments for Item:

1. Financial Report - February 2021



MEMORANDUM

TO: Members of the City Council, City of Westlake
FROM: Steven Fowler, Accountant; Trumaine Easy, Accounting Director
CC: Ken Cassel, City Manager
DATE: March 23, 2021
SUBJECT: February Financial Report

Please find attached the February 2021 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's funds is provided below. Should you have any questions or require additional information, please contact me at Steven.Fowler@inframark.com.

General Fund

- Total Revenues through February were approximately 44% of the annual budget. FY2021 Ad Valorem Tax collections were approximately 94%. The annual budget includes revenue from a funding agreement with the Developer. The Developer is invoiced quarterly for any year-to-date excess of actual expenditures over actual revenue. The Developer is also invoiced quarterly for the 1st Quarter Operating Reserves amount identified in the budget. The Quarter One invoice was submitted in January.
- Total Expenditures through February were approximately 34% of the annual budget.

Special Revenue Fund – Housing Assistance Program

- Total Revenues through February were approximately 284% of the annual budget, which is a result of a higher than anticipated rate of residential construction. A donation of \$1,500 per Single Family Residence building permit is paid into the Housing Assistance Program.

Special Revenue Fund – Comprehensive Planning Services

- Total Revenues through February were approximately 66% of the annual budget.
- Total Expenditures through February were approximately 36% of the annual budget.

City of Westlake

Financial Report

February 28, 2021



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City of Westlake

Financial Statements

February 28, 2021

Balance Sheet
February 28, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS	TOTAL
ASSETS				
Cash - Checking Account	\$ 1,719,713	\$ -	\$ -	\$ 1,719,713
Accounts Receivable	670	-	-	670
Due From Other Gov'tl Units	70	-	-	70
Due From Other Districts	6,445	-	-	6,445
Due From Other Funds	-	-	1,093,883	1,093,883
Investments:				
Money Market Account	3,487	1,645,496	-	1,648,983
Deposits	641	-	-	641
Mortgages Receivable	-	189,146	-	189,146
TOTAL ASSETS	\$ 1,731,026	\$ 1,834,642	\$ 1,093,883	\$ 4,659,551
LIABILITIES				
Accounts Payable	\$ 41,605	\$ -	\$ 332,547	\$ 374,152
Accrued Expenses	-	-	66,200	66,200
DBPR surcharge	-	-	3,444	3,444
DCA surcharge	-	-	5,085	5,085
Unearned Revenue	126,884	-	-	126,884
Deferred Revenue-Developer Submittals (Minto)	-	-	50,942	50,942
Other Current Liabilities	-	-	4,118	4,118
Due To Other Funds	1,093,883	-	-	1,093,883
TOTAL LIABILITIES	1,262,372	-	462,336	1,724,708
FUND BALANCES				
Nonspendable:				
Deposits	641	-	-	641
Restricted for:				
Special Revenue	-	1,834,642	631,547	2,466,189
Unassigned:	468,013	-	-	468,013
TOTAL FUND BALANCES	\$ 468,654	\$ 1,834,642	\$ 631,547	\$ 2,934,843
TOTAL LIABILITIES & FUND BALANCES	\$ 1,731,026	\$ 1,834,642	\$ 1,093,883	\$ 4,659,551

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ 3	\$ 3
Ad Valorem Taxes	1,164,549	1,097,557	1,097,557	-
Ad Valorem Taxes - Discounts	(46,582)	(43,063)	(43,063)	-
Local Option Gas Tax	100	-	-	-
FPL Franchise	113,700	47,375	51,503	4,128
Electricity	152,900	63,708	49,772	(13,936)
Water	27,000	11,250	14,373	3,123
Gas	19,000	7,917	10,593	2,676
Communication Services Taxes	17,800	7,417	9,655	2,238
Occupational Licenses	5,000	2,083	1,525	(558)
Building Permits - Admin Fee	45,500	18,958	46,223	27,265
Other Licenses, Fees & Permits	2,300	958	595	(363)
State Revenue Sharing Proceeds	4,700	1,958	2,161	203
Administrative Fees	10,500	-	-	-
Other Public Safety Chrgs/Fees	2,500	1,042	1,313	271
Garbage/Solid Waste Revenue	3,600	1,500	80,466	78,966
Other Operating Revenues	13,200	5,500	4,424	(1,076)
Judgements and Fines	-	-	289	289
Developer Contribution	1,512,933	-	-	-
Lien Search Fee	-	-	1,140	1,140
TOTAL REVENUES	3,048,700	1,224,160	1,328,529	104,369
<u>EXPENDITURES</u>				
<u>Legislative</u>				
Mayor/Council Stipend	146,400	61,000	61,000	-
FICA Taxes	11,200	4,667	4,667	-
ProfServ-Legislative Expense	24,000	-	-	-
Public Officials Insurance	3,900	3,900	4,025	(125)
Misc-Event Expense	25,000	-	-	-
Council Expenses	15,000	6,250	5,270	980
Dues, Licenses, Subscriptions	1,900	1,395	1,395	-
Total Legislative	227,400	77,212	76,357	855
<u>City Manager</u>				
Contracts-City Manager	222,900	92,875	92,875	-
Office Supplies	15,500	6,458	4,915	1,543
Dues, Licenses, Subscriptions	2,200	1,851	1,851	-
Total City Manager	240,600	101,184	99,641	1,543

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<u>City Clerk</u>				
ProfServ-Web Site Maintenance	18,000	7,500	4,017	3,483
Contracts-City Clerk	125,100	52,125	52,125	-
Postage and Freight	1,400	583	613	(30)
Printing	22,500	9,375	1,564	7,811
Legal Advertising	28,200	11,750	8,619	3,131
Miscellaneous Services	-	-	300	(300)
Dues, Licenses, Subscriptions	1,400	1,400	2,007	(607)
Total City Clerk	196,600	82,733	69,245	13,488
<u>Finance</u>				
Auditing Services	5,300	-	-	-
Contracts-Finance	92,700	38,625	38,625	-
Total Finance	98,000	38,625	38,625	-
<u>Legal Counsel</u>				
ProfServ-Legal Services	404,000	168,325	168,325	-
Outside Legal Services	115,000	-	-	-
Miscellaneous Services	-	-	180	(180)
Miscellaneous Expenses	10,100	4,208	4,208	-
Total Legal Counsel	529,100	172,533	172,713	(180)
<u>Other Administrative Services</u>				
ProfServ-Info Technology	144,700	60,292	66,382	(6,090)
ProfServ-Compliance Service	25,000	-	-	-
Contracts-Admin. Service	158,700	66,125	66,125	-
Misc-Public Relations	50,000	-	-	-
General Government	115,000	2,116	2,116	-
Emergency Comm. Program	25,000	-	-	-
Total Other Administrative Services	518,400	128,533	134,623	(6,090)
<u>Facility Services</u>				
Telephone, Cable & Internet Service	21,200	8,833	6,539	2,294
Lease - Copier	20,500	8,542	8,498	44
Lease - Building	12,500	500	500	-
Insurance (Liab,Auto,Property)	4,000	4,000	4,088	(88)
Miscellaneous Services	1,200	500	904	(404)
Cleaning Services	43,500	12,816	12,816	-
Principal-Capital Lease	7,600	3,065	2,452	613
Interest-Capital Lease	2,600	1,175	953	222
Total Facility Services	113,100	39,431	36,750	2,681

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Community Services</u>				
Contracts-Solid Waste	-	-	91,119	(91,119)
Contracts-Sheriff	662,000	275,833	270,833	5,000
Electricity	43,300	18,042	20,370	(2,328)
R&M-Community Maintenance	26,700	11,125	11,125	-
Operating Supplies	25,000	25,000	27,238	(2,238)
Total Community Services	757,000	330,000	420,685	(90,685)
<u>Other Fees and Charges</u>				
Misc-Contingency	134,000	2,059	2,059	-
Total Other Fees and Charges	134,000	2,059	2,059	-
<u>Reserves</u>				
1st Quarter Operating Reserves	234,500	-	-	-
Total Reserves	234,500	-	-	-
TOTAL EXPENDITURES & RESERVES	3,048,700	972,310	1,050,698	(78,388)
Excess (deficiency) of revenues				
Over (under) expenditures	-	251,850	277,831	25,981
Net change in fund balance	\$ -	\$ 251,850	\$ 277,831	\$ 25,981
FUND BALANCE, BEGINNING (OCT 1, 2020)	190,823	190,823	190,823	
FUND BALANCE, ENDING	\$ 190,823	\$ 442,673	\$ 468,654	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ 1,681	\$ 1,681
Donations	150,000	62,500	424,500	362,000
TOTAL REVENUES	150,000	62,500	426,181	363,681
<u>EXPENDITURES</u>				
<u>Public Assistance</u>				
Misc-Admin Fee (%)	11,300	-	-	-
Assistance Program	138,700	-	-	-
Total Public Assistance	150,000	-	-	-
TOTAL EXPENDITURES	150,000	-	-	-
Excess (deficiency) of revenues Over (under) expenditures	-	62,500	426,181	363,681
Net change in fund balance	\$ -	\$ 62,500	\$ 426,181	\$ 363,681
FUND BALANCE, BEGINNING (OCT 1, 2020)	1,408,461	1,408,461	1,408,461	
FUND BALANCE, ENDING	\$ 1,408,461	\$ 1,470,961	\$ 1,834,642	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Building Permits	\$ 1,159,200	\$ 483,000	\$ 950,185	\$ 467,185
Reinspection Fees	8,600	3,583	17,650	14,067
Building Permits - Surcharge	2,000	835	3,356	2,521
Other Building Permit Fees	15,000	6,250	30,450	24,200
Building Permits - Admin Fee	64,400	26,833	62,597	35,764
Engineering Permits	590,900	246,208	285,915	39,707
Planning & Zoning Permits	231,000	96,250	23,451	(72,799)
TOTAL REVENUES	2,071,100	862,959	1,373,604	510,645
EXPENDITURES				
Comprehensive Planning				
ProfServ-Engineering	562,900	234,542	140,594	93,948
ProfServ-Info Technology	28,100	25,000	25,000	-
ProfServ-Planning/Zoning Board	231,000	96,250	110,509	(14,259)
ProfServ-Consultants	28,000	11,667	4,325	7,342
ProfServ-Building Permits	1,219,900	508,292	460,681	47,611
Telephone, Cable & Internet Service	1,200	500	477	23
Printing	-	-	271	(271)
Office Supplies	-	-	200	(200)
Total Comprehensive Planning	2,071,100	876,251	742,057	134,194
TOTAL EXPENDITURES	2,071,100	876,251	742,057	134,194
Excess (deficiency) of revenues				
Over (under) expenditures	-	(13,292)	631,547	644,839
Net change in fund balance	\$ -	\$ (13,292)	\$ 631,547	\$ 644,839
FUND BALANCE, BEGINNING (OCT 1, 2020)	-	-	-	
FUND BALANCE, ENDING	\$ -	\$ (13,292)	\$ 631,547	

City of Westlake

Supporting Schedules

February 28, 2021

Cash and Investment Report

February 28, 2021

GENERAL FUND

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
Checking Account - Operating	BankUnited	Checking Account	n/a	\$1,719,713
Money Market	BankUnited	MMA	0.25%	\$3,487
		Subtotal		<u>\$1,723,200</u>

SPECIAL REVENUE FUND

Money Market	BankUnited	MMA	0.25%	\$1,645,496
		Subtotal		<u>\$1,645,496</u>
		Total		<u><u>\$3,368,696</u></u>

City of Westlake

Bank Reconciliation

Bank Account No. 0300 Bank United GF
 Statement No. 0221
 Statement Date 2/28/2021

G/L Balance (LCY)	1,719,712.92	Statement Balance	1,821,022.43
G/L Balance	1,719,712.92	Outstanding Deposits	686.93
Positive Adjustments	0.00		
Subtotal	1,719,712.92	Subtotal	1,821,709.36
Negative Adjustments	0.00	Outstanding Checks	101,996.44
		Differences	0.00
Ending G/L Balance	1,719,712.92	Ending Balance	1,719,712.92
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
11/19/2020	Payment	8465	DAVID DELGADO	230.00	0.00	230.00
12/10/2020	Payment	8492	FORUM CLUB OF THE PALM BEACHES, IN	525.00	0.00	525.00
2/25/2021	Payment	8565	INFRAMARK, LLC	50,351.25	0.00	50,351.25
2/25/2021	Payment	8566	CHEN MOORE & ASSOCIATES, INC.	22,105.00	0.00	22,105.00
2/25/2021	Payment	8567	NZ CONSULTANTS, INC.	22,325.00	0.00	22,325.00
2/25/2021	Payment	8568	OFFICE DEPOT	91.04	0.00	91.04
2/25/2021	Payment	8569	MARK DUBOIS	475.00	0.00	475.00
2/25/2021	Payment	8570	FLORIDA TECHNICAL CONSULTANTS	3,210.00	0.00	3,210.00
2/25/2021	Payment	8571	GREATAMERICA FINANCIAL SERVICES CO	315.13	0.00	315.13
2/25/2021	Payment	8572	MILNER INC LEASE	1,125.26	0.00	1,125.26
2/25/2021	Payment	8573	GATEHOUSE WEST PALM BCH	700.00	0.00	700.00
2/25/2021	Payment	8574	AT&T MOBILTY	96.71	0.00	96.71
2/25/2021	Payment	8575	RENEE CONYERS	447.05	0.00	447.05
Total Outstanding Checks.....				101,996.44		101,996.44
Outstanding Deposits						
2/25/2021		DEP01538	ENGINEERING FEE	G/L Ac 587.53	0.00	587.53
2/26/2021		DEP01535	TRASH BIN PURCHASE	G/L Ac 50.00	0.00	50.00
2/26/2021		DEP01539	TRASH BIN PURCHASE	G/L Ac 49.40	0.00	49.40
Total Outstanding Deposits.....				686.93		686.93

City of Westlake

Check Register

February 1-28, 2021

Payment Register by Fund
For the Period from 02/1/2021 to 2/28/2021
(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	8535	02/02/21	LAW OFFICES OF PAM E. BOOKER, ESQ	2021-2	2/2021 LEGAL SERVICE	Miscellaneous Exnpenses	549999-51401	\$841.62
001	8535	02/02/21	LAW OFFICES OF PAM E. BOOKER, ESQ	2021-2	2/2021 LEGAL SERVICE	ProfServ-Legal Services	531023-51401	\$33,665.00
001	8536	02/02/21	T-MOBILE USA, INC.	63851-012121	ACCT# 955763851 12/21-1/20/21	Telephone, Cable and Internet Services	541016-51906	\$228.43
001	8537	02/02/21	OFFICE DEPOT	148597570002	PENS	Office Supplies	551002-51306	\$8.58
001	8538	02/02/21	PBC SHERIFF'S OFFICE	68224	2/2021 LAW ENFORCEMENT SERVICE	Contracts-Sheriff	534100-52902	\$54,166.67
001	8540	02/02/21	AVATARA PARTNERS LLC	10187	2/2021 CLOUD SERVICE	ProServ-Info Technology	531020-51905	\$5,322.00
001	8540	02/02/21	AVATARA PARTNERS LLC	10187	2/2021 CLOUD SERVICE	Due to Other Districts	206500	\$1,774.00
001	8541	02/02/21	NETONE TECHNOLOGIES, INC	8743	2/2021 PPD BLOCK/ARCHIVING	ProServ-Info Technology	531020-51905	\$1,122.50
001	8542	02/02/21	MILNER INC LEASE	70644280	CY2020 PROPERTY TAX ON COPIER	Miscellaneous Services	549001-51906	\$524.35
001	8544	02/02/21	DEON B MALONEY	01202021	DBL PAYMENT FOR SW COLLECTION FEES	Garbage/Solid Waste Revenue	343400	\$252.80
001	8545	02/04/21	MILNER INC LEASE	70900381	COPIER LEASE/LATE CHG 1/1-1/31/21	Lease-Copier	544008-51906	\$1,071.67
001	8545	02/04/21	MILNER INC LEASE	70900381	COPIER LEASE/LATE CHG 1/1-1/31/21	Miscellaneous Services	549001-51906	\$53.45
001	8546	02/09/21	OFFICE DEPOT	147678152001	INK, SODA	Office Supplies	551002-51306	\$49.05
001	8547	02/09/21	OFFICE DEPOT	122587677001	CUPS	Office Supplies	551002-51306	\$8.69
001	8549	02/09/21	FLORIDA TECHNICAL CONSULTANTS	1116	14-WA14 GIS SERVICES 1/4-1/18/2021	ProServ-Info Technology	531020-51905	\$3,549.00
001	8549	02/09/21	FLORIDA TECHNICAL CONSULTANTS	1116	14-WA14 GIS SERVICES 1/4-1/18/2021	Due to Other Districts	206500	\$1,521.00
001	8550	02/09/21	FLORIDA VENDORS ASSOCIATION	1522	CLEANING SUPPLIES	Office Supplies	551002-51306	\$385.21
001	8551	02/09/21	FLORIDA VENDORS ASSOCIATION	1517	1/1-1/29/2021 MAIN OFFICE CLEANING	Cleaning Services	551008-51906	\$750.00
001	8552	02/09/21	FLORIDA VENDORS ASSOCIATION	1516	1/2021 BACK OFFICE/CHAMBERS CLEANING	Cleaning Services	551008-51906	\$2,281.25
001	8553	02/09/21	MILNER INC LEASE	71089407	SOFTWARE LEASE 1/15-2/14/2021	Principal-Capital Lease Payments	571040-51906	\$621.31
001	8553	02/09/21	MILNER INC LEASE	71089407	SOFTWARE LEASE 1/15-2/14/2021	Due to Other Districts	206500	\$212.80
001	8553	02/09/21	MILNER INC LEASE	71089407	SOFTWARE LEASE 1/15-2/14/2021	Interest-Capital Lease Payments	572040-51906	\$229.89
001	8554	02/09/21	MILNER INC LEASE	70503347	COPIER LEASE 12/1-12/31/2020	Lease-Copier	544008-51307	\$855.20
001	8554	02/09/21	MILNER INC LEASE	70503347	COPIER LEASE 12/1-12/31/2020	Due to Other Districts	206500	\$213.80
001	8555	02/09/21	ADVANCED DISPOSAL	TLAKE-020421	1/2021 SOLID WASTE COLLECTIONS & DISPOSAL FEES	Contracts-Solid Waste	534038-52902	\$19,053.47
001	8556	02/11/21	GATE HOUSE WEST PALM BCH-ADV	35857-012721	PUBLIC NOTICE 1/29/2021	Legal Advertising	548002-51307	\$700.00
001	8560	02/11/21	OFFICE DEPOT	CM111443331001	RETURN SODA (INV. 111302548001)	Office Supplies	551002-51306	(\$11.47)
001	8560	02/11/21	OFFICE DEPOT	154540827001	MISC OFFICE SUPPLIES	Office Supplies	551002-51306	\$86.03
001	8561	02/11/21	CIT BANK, N.A.	37111916	TOSHIBA COPIER 2/2021	Lease-Copier	544008-51906	\$661.49
001	8562	02/11/21	INTERNATIONAL INSTITUTE FOR LEADERSHIP	002	CONFLICT MGMT.COACHING 1/5-1/28/2021	General Government	549109-51905	\$1,391.25
001	8563	02/15/21	PALM BEACH COUNTY BOARD OF	20210126	INTERLOCAL AGREEMENT 10/22/19-10/8/2020	Misc-Contingency	549900-58050	\$19,813.83
001	8564	02/17/21	GATEHOUSE WEST PALM BCH	0000207031	NOTICE OF PUBLIC HEARING	Legal Advertising	548002-51307	\$3,462.96
001	8565	02/25/21	INFRAMARK, LLC	60467	2/2021 MANAGEMENT SERVICE	Contracts-City Manager	534381-51306	\$18,575.00
001	8565	02/25/21	INFRAMARK, LLC	60467	2/2021 MANAGEMENT SERVICE	Contracts-City Clerk	534379-51307	\$10,425.00
001	8565	02/25/21	INFRAMARK, LLC	60467	2/2021 MANAGEMENT SERVICE	Contracts-Finance	534376-51308	\$7,725.00
001	8565	02/25/21	INFRAMARK, LLC	60467	2/2021 MANAGEMENT SERVICE	Contracts-Admin Service	534375-51905	\$13,225.00
001	8565	02/25/21	INFRAMARK, LLC	60467	2/2021 MANAGEMENT SERVICE	Postage and Freight	541006-51307	\$17.92
001	8565	02/25/21	INFRAMARK, LLC	60467	2/2021 MANAGEMENT SERVICE	ProfServ-Web Site Maintenance	531094-51307	\$383.33
001	8568	02/25/21	OFFICE DEPOT	147678152002	SODA	Office Supplies	551002-51306	\$11.69
001	8568	02/25/21	OFFICE DEPOT	156082118001	MISC OFFICE SUPPLIES	Office Supplies	551002-51306	\$73.56
001	8568	02/25/21	OFFICE DEPOT	156089623001	BINDER CLIP	Office Supplies	551002-51306	\$5.79
001	8570	02/25/21	FLORIDA TECHNICAL CONSULTANTS	1124	15-WA15 GIS SUPPORT SERVICES 1/18-1/26/2021	ProServ-Info Technology	531020-51905	\$2,247.00
001	8570	02/25/21	FLORIDA TECHNICAL CONSULTANTS	1124	15-WA15 GIS SUPPORT SERVICES 1/18-1/26/2021	Due to Other Districts	206500	\$963.00
001	8571	02/25/21	GREATAMERICA FINANCIAL SERVICES CORP	28751320	KONICA LEASE 2/2021	Lease-Copier	544008-51906	\$315.13
001	8572	02/25/21	MILNER INC LEASE	71378901	COPIER LEASE/ LATE FEE 2/1-2/28/21	Lease-Copier	544008-51906	\$857.34
001	8572	02/25/21	MILNER INC LEASE	71378901	COPIER LEASE/ LATE FEE 2/1-2/28/21	Miscellaneous Services	549001-51906	\$53.59
001	8572	02/25/21	MILNER INC LEASE	71378901	COPIER LEASE/ LATE FEE 2/1-2/28/21	Due to Other Districts	206500	\$214.33
001	8573	02/25/21	GATEHOUSE WEST PALM BCH	0000209351	LEGAL ADD 1/27/21	Legal Advertising	548002-51307	\$700.00
001	8575	02/25/21	RENEE CONYERS	02122021	CUSTOMER PAID SW FEES AT CLOSING OF HOME DOUBLE PA	Garbage/Solid Waste Revenue	343400	\$447.05

**Payment Register by Fund
For the Period from 02/1/2021 to 2/28/2021
(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	DD538	02/01/21	FPL	01212021-02039 ACH	ACCT# 51575-02039 12/19-1/21/2021	Electricity	543075-52902	\$86.44
001	DD541	02/04/21	CARD SERVICES CENTER ACH	0935-011021	PURCHASES FOR 12/2020	TABLECLOTHS (2)	551002-51306	\$9.98
001	DD541	02/04/21	CARD SERVICES CENTER ACH	0935-011021	PURCHASES FOR 12/2020	J2 EFAX SERVICES	554020-51306	\$16.95
001	DD541	02/04/21	CARD SERVICES CENTER ACH	0935-011021	PURCHASES FOR 12/2020	PALM BEACH POST CIRC	554020-51306	\$68.16
001	DD541	02/04/21	CARD SERVICES CENTER ACH	0935-011021	PURCHASES FOR 12/2020	SHUTTERSTOCK	554020-51307	\$29.00
001	DD541	02/04/21	CARD SERVICES CENTER ACH	0935-011021	PURCHASES FOR 12/2020	IPHONE CASE/CHARGER (CLERK)	551002-51306	\$30.97
001	DD541	02/04/21	CARD SERVICES CENTER ACH	0935-011021	PURCHASES FOR 12/2020	PRINTER/INK/HEADPHONES(CLERK)	551002-51306	\$221.76
001	DD541	02/04/21	CARD SERVICES CENTER ACH	0935-011021	PURCHASES FOR 12/2020	INK CARTRIDGES(CLERK)	551002-51306	\$68.89
001	DD541	02/04/21	CARD SERVICES CENTER ACH	0935-011021	PURCHASES FOR 12/2020	FLA.ASSOC.CLERKS(MCNEIL)	554020-51307	\$75.00
001	DD541	02/04/21	CARD SERVICES CENTER ACH	0935-011021	PURCHASES FOR 12/2020	DRI CISCO WEBEX	554020-51307	\$39.90
001	DD541	02/04/21	CARD SERVICES CENTER ACH	0935-011021	PURCHASES FOR 12/2020	ADOBE ACROBAT PRO DC	554020-51307	\$179.88
001	DD541	02/04/21	CARD SERVICES CENTER ACH	0935-011021	PURCHASES FOR 12/2020	NCH ESCRIBE TRANSCRIPTION SOFTWARE	554020-51307	\$50.48
001	DD541	02/04/21	CARD SERVICES CENTER ACH	0935-011021	PURCHASES FOR 12/2020	FORUM CLUB LONG ROBINSON	549170-51101	\$525.00
001	DD541	02/04/21	CARD SERVICES CENTER ACH	0935-011021	PURCHASES FOR 12/2020	FORIEGN CURRENCY EXCHANGE NCH	554020-51307	\$1.51
001	DD552	02/17/21	COMCAST	01262021-4953 ACH	ACCT# 8535 11 407 0674953 1/30-2/28/2021	Telephone, Cable and Internet Services	541016-51906	\$409.72
001	DD553	02/17/21	COMCAST	01262021-4961 ACH	ACCT# 8535 11 407 0674961 1/30-2/28/21	Telephone, Cable and Internet Services	541016-51906	\$561.88
001	DD563	02/16/21	FPL	02052021-89127 ACH	ACCT# 61367-89127 1/7-2/5/2021	Electricity	543075-52902	\$84.99
001	DD564	02/16/21	FPL	02052021-99121 ACH	ACCT# 09796-99121 1/7-2/5/2021	Electricity	543075-52902	\$94.57
001	DD547	02/08/21	KARA S. CRUMP	PAYROLL	February 08, 2021 Payroll Posting			\$2,786.36
001	DD548	02/08/21	KATRINA L. LONG	PAYROLL	February 08, 2021 Payroll Posting			\$2,786.36
001	DD549	02/08/21	ROGER B MANNING	PAYROLL	February 08, 2021 Payroll Posting			\$2,829.36
001	DD550	02/08/21	JOHNPAUL O'CONNOR	PAYROLL	February 08, 2021 Payroll Posting			\$923.50
001	DD551	02/08/21	PATRIC S. PAUL	PAYROLL	February 08, 2021 Payroll Posting			\$923.50
Fund Total								\$223,909.72

SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS - 102

102	8539	02/02/21	MARK DUBOIS	18311	SERVICE FOR 1/18-1/28/2021	ProfServ-Consultants	531075-51501	\$350.00
102	8543	02/02/21	TIM ERVIN	01202021	REFUND OF ENGINEERING FEE PAID FOR DRIVEWAY	Building Permits	322000	\$79.00
102	8548	02/09/21	PBC FINANCE DEPARTMENT	013121	1/2021 IMPACT FEES	Other Current Liabilities	229000	\$458,266.64
102	8557	02/11/21	CHEN MOORE & ASSOCIATES, INC.	0000139413	PROFESSIONAL SERVICE 12/1-12/31/2020	ProfServ-Engineering	531013-51501	\$20,726.50
102	8558	02/11/21	NZ CONSULTANTS, INC.	WES-51	PROFESSIONAL PLANNING & ZONING 12/1-12/31/2020	ProfServ-Planning/Zoning Board	531032-51501	\$21,021.25
102	8559	02/11/21	NOVA ENGINEERING AND	0246377	PROFESSIONAL SERVICES 1/1-1/30/2021	ProfServ-Building Permits	531091-51501	\$84,636.25
102	8566	02/25/21	CHEN MOORE & ASSOCIATES, INC.	0000139595	PROFESSIONAL SSERVICE 1/1-1/31/2021	ProfServ-Engineering	531013-51501	\$22,105.00
102	8567	02/25/21	NZ CONSULTANTS, INC.	WES-52	PROFESSIONAL PLANNING & ZONING SERVICE 1/1-1/31/21	ProfServ-Planning/Zoning Board	531032-51501	\$22,325.00
102	8569	02/25/21	MARK DUBOIS	18313	PROFESSIONAL SERVICE 2/2021	ProfServ-Consultants	531075-51501	\$475.00
102	8574	02/25/21	AT&T MOBILITY	87298217522X02092021	ACCT# 287298217522 1/2-2/1/2021	Telephone, Cable and Internet Services	541016-51501	\$96.71
Fund Total								\$630,081.35

Total Checks Paid \$853,991.07

File Attachments for Item:

A. Final Plat Persimmon Boulevard East - Plat 5

Submitted By: Engineering

RESOLUTION 2021-09

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR PERSIMMON BOULEVARD EAST - PLAT 5, BEING A PORTION OF SECTIONS 5, 7, AND 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		April 12, 2021	Submitted By: Engineering	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		A Resolution for the Final Plat Persimmon Boulevard East - Plat 5		
STAFF RECOMMENDATION: (MOTION READY)		Motion to table Resolution 2021-09 the final plat Persimmon Boulevard East - Plat 5 until the June 14, 2021, meeting at the applicant's request.		
SUMMARY and/or JUSTIFICATION:		The City of Westlake has the exclusive jurisdiction to approve the plat pursuant to Florida Statutes, §177.071. 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 requirement under Florida Statutes, Chapter 177. The plat includes 24.795 acres of land. The plat has been reviewed and approved by the City Engineer, SID, and the City Attorney.		
SELECT, if applicable		AGREEMENT:		BUDGET:
		STAFF REPORT:	X	PROCLAMATION:
		EXHIBIT(S):	X	OTHER:
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Agenda Item Cover Sheet Staff Report Resolution Legal Description Plat Boundary Survey Approval Letter(s)		
SELECT, if applicable		RESOLUTION:	X	ORDINANCE:
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i>		A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR PERSIMMON BOULEVARD EAST - PLAT 5, BEING A PORTION OF SECTIONS 5, 7, AND 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.		
FISCAL IMPACT (if any):				\$



CITY OF WESTLAKE

Engineering Department

4001 Seminole Pratt Whitney Road

Westlake, Florida 33470

Phone: (561) 530-5880

www.westlakegov.com

DATE:	3/24/2021
PETITION NUMBER:	ENG-2020-35
DESCRIPTION:	Persimmon Blvd. East Phase 5 – Plat
APPLICANT:	Cotleur-Hearing
OWNER:	Minto PBLH, LLC
REQUEST:	Plat Review
LOCATION:	Westlake, Florida
STAFF REVIEW:	RECOMMENDED APPROVAL

This is the second review of this Plat. This review is done for compliance with Chapters 177, 5J-17, Florida Statutes, and the City of Westlake's codes and ordinances. All of our previous comments have been adequately addressed. We can therefore recommend that the plat be approved for recording.

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



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

STAFF MEMORANDUM

DATE: 3/25/2021
PETITION NO.: ENG-2020-35
DESCRIPTION: Review of Plat for Persimmon Blvd. East Phase 5 – Plat
APPLICANT: Cotleur and Hearing
OWNER: Minto PBLH, LLC
REQUEST: Applicant (Minto PBLH, LLC) is requesting approval of the Plat for Persimmon Blvd. East Phase 5 – Plat Final Recommendation

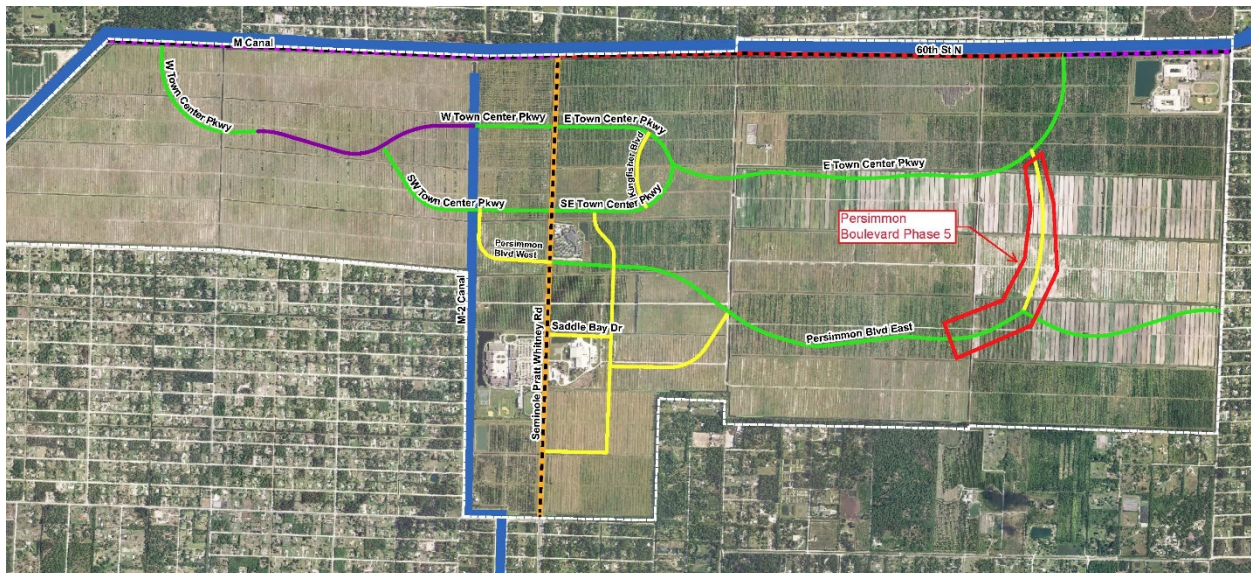
Final Recommendation

The Office of the City Engineer has reviewed the documents associated with the application referenced above and recommends approval by the Council. Approval by the Seminole Improvement District's Engineering Department and Board of Supervisors is scheduled for May 5, 2021.

Discussion

This portion of Persimmon Boulevard is located within the east-central portion of Westlake, bounded on the north by East Town Center Parkway and on the south by Persimmon Boulevard East. See graphic below for location.

Location Map



Persimmon Boulevard East Phase 5 is in Section 5, 7 and 8, Township 43 South, Range 41 East in the City of Westlake, Palm Beach County, FL. Works of Seminole Improvement District (SID) that are involved with the permit include utilities (potable watermain and reuse watermain) and drainage structures and pipes. The project includes construction of a 1.09-mile road with utilities and drainage. Once completed the road will serve as a collector road within the City of Westlake, connecting internal commercial and residential pods to the main exit and entrance routes. The project area is +/- 24.795 acres. The Legal Description of the Plat can be found in Exhibit A, and replications of the plat topographical survey and plat can be found in Exhibits B and C, respectively.

Review Criteria

Plats shall be prepared in accordance with the provisions of Chapter 177 F.S., as amended, and the City of Westlake Land Development Regulations. The plat was reviewed for clarity, legibility, and conformance with this statute and City requirements. The plat provides a graphic depiction of the legal description through geometric data. The data includes but is not limited to parcel, block, tract, right-of-way, street and associated names, easement, permanent reference monuments and permanent control points, and interior excepted parcels. Other requirements such as paper size, line work, layout of sheet and required content including the subdivision name, title, legal description, key map, vicinity map, north arrow, scale and legend are verified in the Engineering Department review.

Conclusion

Two (2) reviews of the plat occurred, which resulted in an acceptable plat. The review was done for compliance with Chapters 177, 5J-17, Florida Statutes, and the City of Westlake's codes and ordinances. All comments have been adequately addressed and the plat is in compliance. We therefore recommend that the plat be approved for recording.

Exhibit 'A'
PERSIMMON BLVD. EAST PHASE 5
LEGAL DESCRIPTION

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Exhibit 'B'
PERSIMMON BLVD. EAST PHASE 5
TOPOGRAPHICAL SURVEY

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Exhibit 'C'
PERSIMMON BLVD. EAST PHASE 5
PLAT

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RESOLUTION 2021-09

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR PERSIMMON BOULEVARD EAST - PLAT 5, BEING A PORTION OF SECTIONS 5, 7, AND 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Minto PBLH, LLC, a Florida Limited Liability Company, as the Applicant has requested approval for the Persimmon Boulevard East - Plat 5, being a portion of Sections 5, 7, and 8, Township 43 South, Range 41 East, in the City of Westlake, Palm Beach County, containing approximately 24.795 acres as described in Exhibit "A", attached hereto; and

WHEREAS, the City of Westlake has the exclusive jurisdiction to approve the plat and boundary survey 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, attached hereto as "Exhibit B", and the boundary survey, attached hereto as "Exhibit C", 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 City's Land Development Regulations and Florida law.

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

- Section 1: **INCORPORATION.** The above recitals are true and correct and are incorporated herein by this reference.
- Section 2: **CITY COUNCIL APPROVALS.** The City Council for the City of Westlake hereby approves the final plat, "Exhibit B" and boundary survey, "Exhibit C" for the Persimmon Boulevard East Plat 5, as described in the attached Exhibit "A", containing approximately 24.795 acres, which is located in the City of Westlake, and in Palm Beach County, Florida.
- Section 3. **RECORDATION.** 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: **SCRIVENER'S ERRORS.** This Resolution can be renumbered or re-lettered and typographical errors and clarification of ambiguous wording that do not affect the intent

can be corrected with the authorization of the City Manager and City Attorney without the need for public hearing.

Section 5: **EFFECTIVE DATE.** This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this day of April 12, 2021.

PUBLISHED on this ____ day of _____ in the Palm Beach Post.

City of Westlake
Roger Manning, Mayor

Zoie Burgess, City Clerk

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

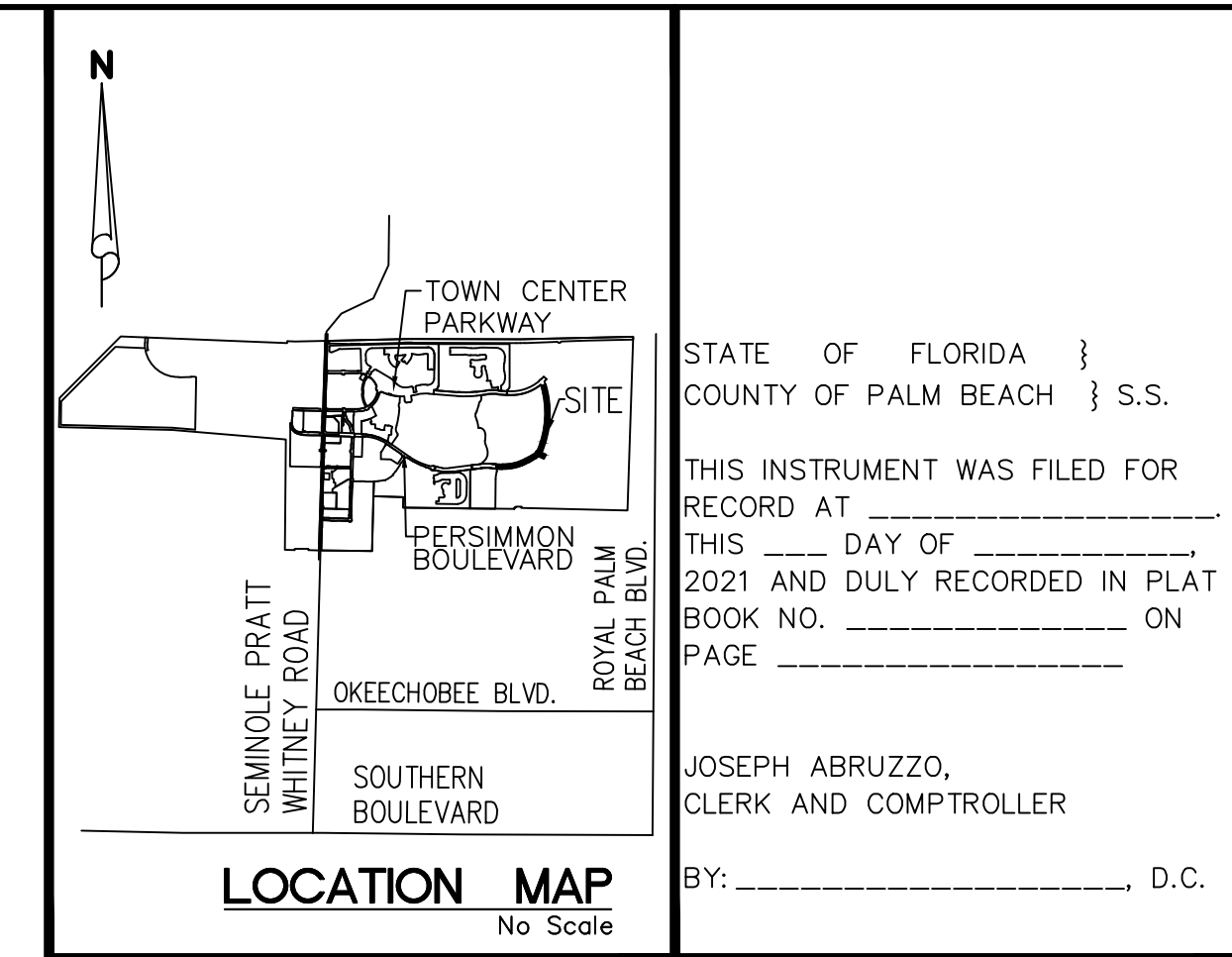
Exhibit 'A'
Legal Description
Persimmon Boulevard East 5 Plat

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.89°48'53"E. ALONG THE NORTH BOUNDARY LINE OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, A DISTANCE OF 5270.23 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE S.01°57'47"W., ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2846.76 FEET TO A POINT ON NORTHERLY BOUNDARY LINE OF THE PLAT OF ORCHARDS OF WESTLAKE - PHASE I, AS RECORDED IN PLAT BOOK ____, PAGES ____ - ____, INCLUSIVE, OF SAID PUBLIC RECORDS AND TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 2190.00 FEET, AND A RADIAL BEARING OF N.08°43'16" W. AT SAID INTERSECTION; THENCE BY THE FOLLOWING THREE (3) COURSES BEING ALONG SAID NORTHERLY BOUNDARY LINE: 1) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°42'31", A DISTANCE OF 1135.54 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 200.00 FEET, AND A RADIAL BEARING OF N.22°27'54" E. AT SAID INTERSECTION; 2) THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°37'06", A DISTANCE OF 40.56 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 4506.00 FEET, AND A RADIAL BEARING OF S.73°09'09" W. AT SAID INTERSECTION; 3) THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°23'19", A DISTANCE OF 30.57 FEET TO A NON-TANGENT INTERSECTION AND THE POINT OF BEGINNING: THENCE N.73°32'29" E., A DISTANCE OF 188.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 4694.00 FEET, AND A RADIAL BEARING OF S.73°32'29" W. AT SAID INTERSECTION; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°20'02", A DISTANCE OF 3222.45 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 30.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°36'53", A DISTANCE OF 45.35 FEET TO A POINT OF TANGENCY; THENCE S.63°44'23" E., A DISTANCE OF 186.98 FEET; THENCE S.26°15'37" W., A DISTANCE OF 188.00 FEET; THENCE N.63°44'23" W., A DISTANCE OF 175.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 140.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°12'51", A DISTANCE OF 139.80 FEET TO A POINT OF TANGENCY; THENCE S.59°02'46" W., A DISTANCE OF 488.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 2194.50 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°34'37", A DISTANCE OF 1286.03 FEET TO A POINT OF TANGENCY; THENCE N.87°22'37" W., A DISTANCE OF 292.26 FEET TO A POINT ON THE EASTERLY LINE OF TRACT "A" OF PERSIMMON BOULEVARD EAST, AS SHOWN ON PERSIMMON BOULEVARD EAST - PLAT 4, RECORDED IN PLAT BOOK 131, PAGES 106 AND 107, OF SAID PUBLIC RECORDS; THENCE N.02°37'23" E., ALONG SAID EASTERLY LINE OF TRACT "A", A DISTANCE OF 196.50 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID PLAT OF ORCHARDS OF WESTLAKE - PHASE I: THENCE BY THE FOLLOWING FIVE (5) COURSES BEING ALONG THE SOUTHERLY AND EASTERLY BOUNDARY LINE OF SAID PLAT OF ORCHARDS OF WESTLAKE - PHASE I: 1) S.87°22'37" E., A DISTANCE OF 292.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 1998.00 FEET; 2) THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°34'37", A DISTANCE OF 1170.88 FEET TO A POINT OF TANGENCY; 3) THENCE N.59°02'46" E., A DISTANCE OF 520.37 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE EAST WITH A RADIUS OF 140.00 FEET, AND A RADIAL BEARING OF S.74°07'51" E. AT SAID INTERSECTION; 4) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°25'19", A DISTANCE OF 132.98 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 4506.00 FEET, AND A RADIAL BEARING OF N.66°56'58" W. AT SAID INTERSECTION; 5) THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°30'33", A DISTANCE OF 3107.18 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,080,057 SQUARE FEET OR 24.795 ACRES, MORE OR LESS.

PERSIMMON BOULEVARD EAST - PLAT 5

BEING A PORTION OF SECTIONS 5, 7, AND 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA



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

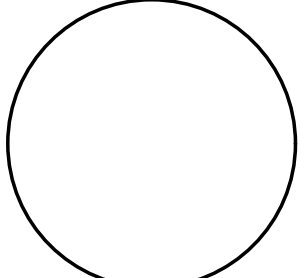
THIS INSTRUMENT WAS FILED FOR
RECORD AT _____
THIS ____ DAY OF _____
2021 AND DULY RECORDED IN PLAT
BOOK NO. _____ ON
PAGE _____

JOSEPH ABRUZZO,
CLERK AND COMPTROLLER

BY: _____, D.C.

LOCATION MAP
No Scale

CLERK'S SEAL



ACCEPTANCE OF DEDICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE CITY OF WESTLAKE, FLORIDA, A MUNICIPAL CORPORATION, HEREBY ACCEPTS THE GRANT OF EASEMENT
OVER THE TRACT "A" ROAD RIGHT-OF-WAY AS STATED AND SHOWN HEREON, DATED THIS ____ DAY OF
_____, 2021.

CITY OF WESTLAKE
A MUNICIPAL CORPORATION

WITNESS: _____

PRINT NAME: _____

BY: _____

WITNESS: _____

CITY MAYOR, ROGER MANNING

PRINT NAME: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR
ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY ROGER MANNING AS CITY MAYOR FOR THE
CITY OF WESTLAKE, FLORIDA, A MUNICIPAL CORPORATION, ON BEHALF OF THE MUNICIPAL CORPORATION, WHO IS
 PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____

SIGNATURE

(PRINT NAME) - NOTARY PUBLIC

(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 _____, 2021, IN ACCORDANCE WITH CHAPTER 177, F.S., AND HAS BEEN REVIEWED BY A
PROFESSIONAL SURVEYOR & MAPPER EMPLOYED BY THE CITY OF WESTLAKE IN ACCORDANCE WITH CHAPTER
177, F.S.

ATTEST: _____
CITY MANAGER, KEN CASSEL

BY: _____
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

AREA TABULATION (IN ACRES)

ROADWAY TRACT (TRACT "A"):	11.953
OPEN SPACE TRACT #1:	5.161
OPEN SPACE TRACT #2:	3.989
OPEN SPACE TRACT #3:	0.952
OPEN SPACE TRACT #4:	2.740
TOTAL ACRES, MORE OR LESS:	24.795

IN WITNESS WHEREOF, MINTO PBLH, LLC, A 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 _____, 2021.

MINTO PBLH, LLC
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: _____

BY: _____
JOHN F. CARTER, MANAGER

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR
ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY _____ AS
_____, FOR _____ ON BEHALF OF THE COMPANY, WHO IS PERSONALLY KNOWN
TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____

SIGNATURE

(PRINT NAME) - NOTARY PUBLIC

(SEAL)

ACCEPTANCE OF DEDICATION & 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 ITS
MAINTENANCE OBLIGATIONS FOR SAME, AND HEREBY JOINS IN AND CONSENTS TO THE UTILITY EASEMENTS
DEDICATION, DATED THIS ____ DAY OF _____, 2021.

SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT
SPECIAL DISTRICT OF THE STATE OF FLORIDA

WITNESS: _____

BY: _____
SCOTT MASSEY, PRESIDENT

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE
NOTARIZATION, THIS ____ DAY OF _____, 20____, BY _____ AS
_____, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED
_____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____

SIGNATURE

(PRINT NAME) - NOTARY PUBLIC

(SEAL)

DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS THAT MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY,
OWNER OF THE LAND SHOWN AND DESCRIBED HEREON AS PERSIMMON BOULEVARD EAST - PLAT 5, BEING A
PORTION OF SECTIONS 5, 7, AND 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH
COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE
S.89°48'53"E. ALONG THE NORTH BOUNDARY LINE OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, A
DISTANCE OF 5270.23 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE S.01°57'47"W. ALONG THE
EAST LINE OF SAID SECTION 6, A DISTANCE OF 2846.76 FEET TO A POINT ON NORTHERLY BOUNDARY LINE OF
THE PLAT OF ORCHARDS OF WESTLAKE - PHASE I, AS RECORDED IN PLAT BOOK _____, PAGES _____, INCLUSIVE,
OF SAID PUBLIC RECORDS AND TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH
WITH A RADIUS OF 2190.00 FEET, AND A RADIAL BEARING OF N.08°43'16" W. AT SAID INTERSECTION; THENCE BY
THE FOLLOWING THREE (3) COURSES BEING ALONG SAID NORTHERLY BOUNDARY LINE: 1) THENCE
NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°42'31", A DISTANCE OF
1135.54 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF
200.00 FEET, AND A RADIAL BEARING OF N.22°27'54" E. AT SAID INTERSECTION; 2) THENCE EASTERLY, ALONG
THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°37'06", A DISTANCE OF 40.56 FEET TO A
NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 4506.00 FEET, AND A
RADIAL BEARING OF S.73°09'09" W. AT SAID INTERSECTION; 3) THENCE SOUTHERLY, ALONG THE ARC OF SAID
CURVE THROUGH A CENTRAL ANGLE OF 0°23'19", A DISTANCE OF 30.57 FEET TO A NON-TANGENT
INTERSECTION AND THE POINT OF BEGINNING; THENCE N.73°32'29" E., A DISTANCE OF 188.00 FEET TO A
NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 4694.00 FEET, AND A
RADIAL BEARING OF S.73°32'29" W. AT SAID INTERSECTION; THENCE SOUTHERLY, ALONG THE ARC OF SAID
CURVE THROUGH A CENTRAL ANGLE OF 39°20'02", A DISTANCE OF 3222.45 FEET TO A POINT OF REVERSE
CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 30.00 FEET; THENCE SOUTHERLY, ALONG
THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°36'53", A DISTANCE OF 45.35 FEET TO A POINT OF
TANGENCY; THENCE S.63°44'23" E., A DISTANCE OF 186.98 FEET; THENCE S.26°15'37" W., A DISTANCE OF 188.00
FEET; THENCE N.63°44'23" W., A DISTANCE OF 175.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO
THE SOUTH, WITH A RADIUS OF 140.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A
CENTRAL ANGLE OF 57°12'51", A DISTANCE OF 139.80 FEET TO A POINT OF TANGENCY; THENCE S.59°02'46" W., A
DISTANCE OF 488.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF
2194.50 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°34'37", A
DISTANCE OF 1286.03 FEET TO A POINT OF TANGENCY; THENCE N.87°22'37" W., A DISTANCE OF 292.26 FEET TO A
POINT ON THE EASTERLY LINE OF TRACT "A" OF PERSIMMON BOULEVARD EAST, AS SHOWN ON PERSIMMON
BOULEVARD EAST - PLAT 4, RECORDED IN PLAT BOOK 131, PAGES 106 AND 107, OF SAID PUBLIC RECORDS;
THENCE N.02°37'23" E., ALONG SAID EASTERLY LINE OF TRACT "A", A DISTANCE OF 196.59 FEET TO A POINT ON
THE SOUTHERLY BOUNDARY LINE OF SAID PLAT OF ORCHARDS OF WESTLAKE - PHASE I; THENCE BY THE
FOLLOWING FIVE (5) COURSES BEING ALONG THE SOUTHERLY AND EASTERLY BOUNDARY LINE OF SAID PLAT
OF ORCHARDS OF WESTLAKE - PHASE I: 1) S.87°22'37" E., A DISTANCE OF 292.26 FEET TO A POINT OF CURVATURE
OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 1998.00 FEET; 2) THENCE EASTERLY, ALONG THE ARC
OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°34'37", A DISTANCE OF 1170.88 FEET TO A POINT OF
TANGENCY; 3) THENCE N.59°02'46" E., A DISTANCE OF 520.37 FEET TO A NON-TANGENT INTERSECTION WITH A
CURVE CONCAVE TO THE EAST WITH A RADIUS OF 140.00 FEET, AND A RADIAL BEARING OF S.74°07'51" E. AT SAID
INTERSECTION; 4) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
54°25'19", A DISTANCE OF 152.98 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE
WEST WITH A RADIUS OF 4506.00 FEET, AND A RADIAL BEARING OF N.66°56'58" W. AT SAID INTERSECTION; 5)
THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°30'33", A DISTANCE
OF 3107.18 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,080,057 SQUARE FEET OR 24.795 ACRES, MORE OR LESS.

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

ROAD RIGHT-OF-WAY

TRACT "A", AS SHOWN HEREON AS PERSIMMON BOULEVARD EAST, IS HEREBY DEDICATED TO THE SEMINOLE
IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ITS SUCCESSORS
AND ASSIGNS, IN FEE SIMPLE, FOR ROAD RIGHT-OF-WAY PURPOSES AND FOR ANY AND ALL PURPOSES
AUTHORIZED BY CHAPTER 2000-431, LAWS OF FLORIDA AND CHAPTERS 189 AND 298, FLORIDA STATUTES.
RESPONSIBILITY FOR THE INSTALLATION, MAINTENANCE, OPERATIONS, REPAIR AND/OR REPLACEMENT OF THE
RIGHT-OF-WAY AND ANY FACILITIES SHALL REMAIN THE PERPETUAL OBLIGATION OF THE SEMINOLE
IMPROVEMENT DISTRICT WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

THE CITY OF WESTLAKE, A FLORIDA MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS, IS HEREBY
GRANTED AND RESERVED AN EASEMENT OVER TRACT "A" FOR ANY AND ALL MUNICIPAL PURPOSES, INSOFAR
AS SUCH USES ARE NOT INCONSISTENT WITH ITS UTILIZATION FOR ROAD RIGHT-OF-WAY PURPOSES.

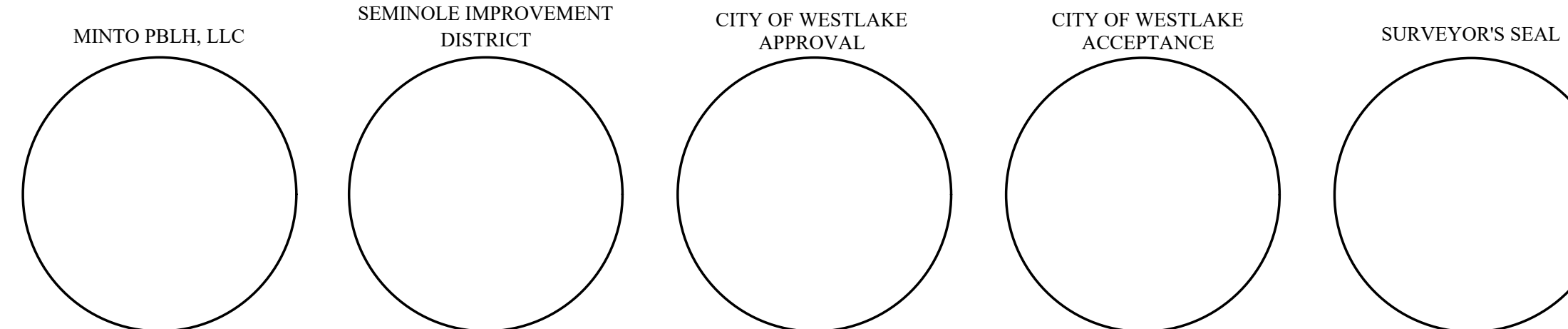
OPEN SPACE TRACT

TRACTS O.S.T. #1 THROUGH O.S.T. #4, AS SHOWN HEREON, ARE HEREBY RESERVED FOR MINTO PBLH, LLC, A
FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS FOR OPEN SPACE PURPOSES AND ARE
THE PERPETUAL MAINTENANCE OBLIGATION OF SAID MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY
COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

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 DEDICATED IN PERPETUITY 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.

IN FURTHERANCE OF THE FOREGOING, THERE IS HEREBY GRANTED TO FLORIDA POWER & LIGHT COMPANY, A
FLORIDA CORPORATION, ITS AFFILIATES, LICENSEES, AGENTS, SUCCESSORS, AND ASSIGNS ("FPL"), A
NON-EXCLUSIVE EASEMENT FOREVER OVER, UNDER, IN, ON, UPON AND ACROSS THE UTILITY EASEMENTS
DESCRIBED ON THE PLAT, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF UNDERGROUND
ELECTRIC UTILITY FACILITIES (INCLUDING CABLES, CONDUITS, APPURTENANT EQUIPMENT, AND
APPURTENANT ABOVE-GROUND EQUIPMENT) TO BE INSTALLED FROM TIME TO TIME, TOGETHER WITH THE
RIGHT TO PERMIT FPL TO ATTACH OR PLACE WIRES TO OR WITHIN ANY FACILITIES HEREUNDER AND LAY
CABLE AND CONDUIT WITHIN THE EASEMENT AREA AND TO OPERATE THE SAME FOR FPL'S COMMUNICATIONS
PURPOSES IN CONNECTION WITH ELECTRIC SERVICE AND THE RIGHT OF INGRESS AND EGRESS TO THE UTILITY
EASEMENTS AT ALL TIMES.



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 6 Sheets

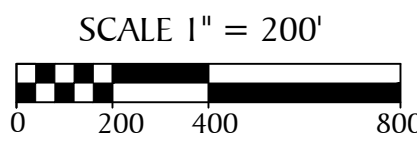
PERSIMMON BOULEVARD EAST - PLAT 5

BEING A PORTION OF SECTIONS 5, 7, AND 8, 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: 884628.7147' E: 885137.1629
NAD83 (2007 ADJUSTMENT)
CERTIFIED CORNER RECORD #107597

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

BASIS OF BEARINGS
NORTH QUARTER OF SECTION 6,
TOWNSHIP 43 S., RANGE 41 E.
S. 89° 48' 53" E., 5270.23' (MEASURED)
S. 89° 48' 52" E., 5270.39' (COUNTY)
N 68° 33' 42" W 6713.90'



SCALE 1" = 200'
SEE NOTE ON SHEET 2 FOR BASIS OF BEARINGS

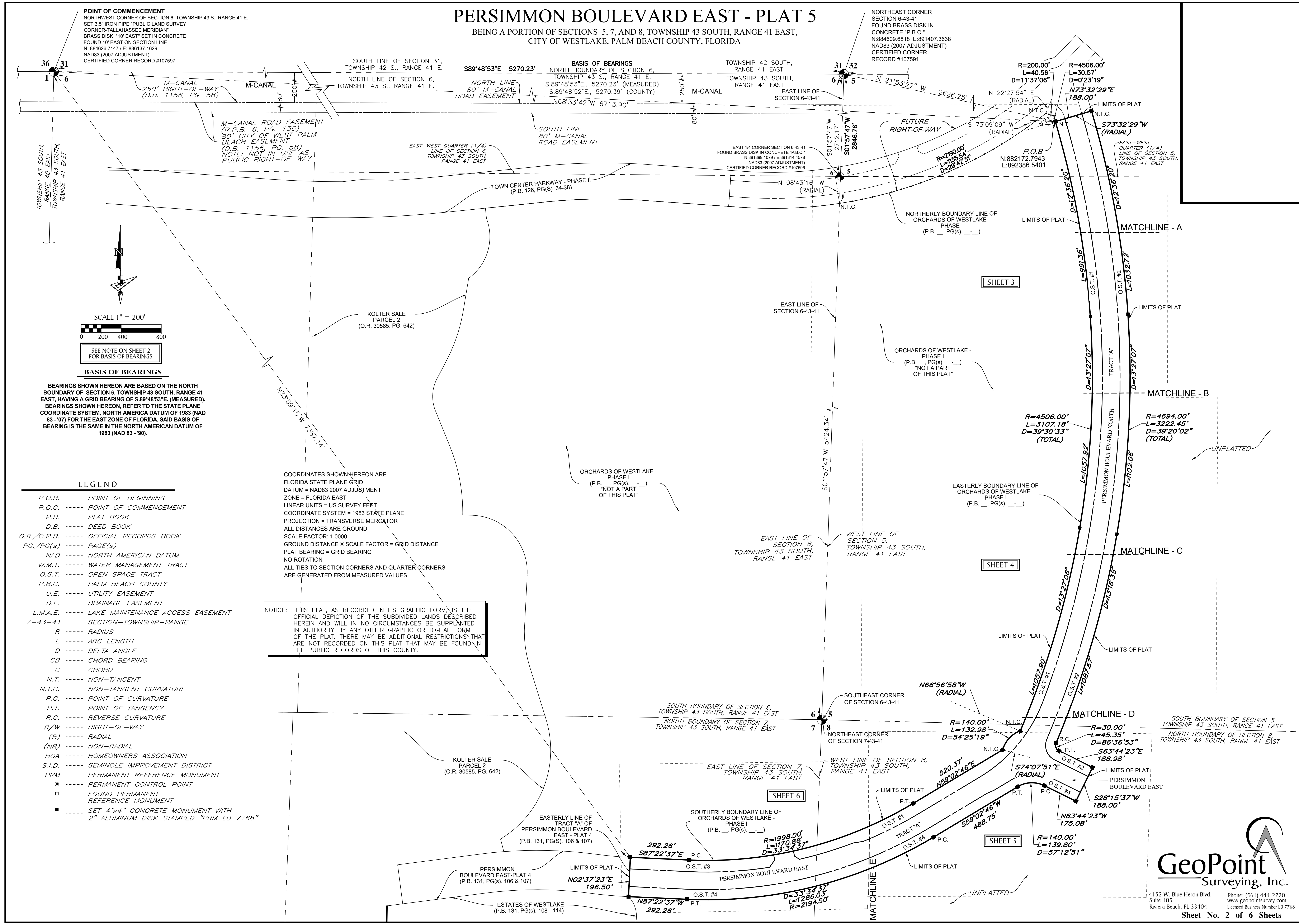
BASIS OF BEARINGS
BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, HAVING A GRID BEARING OF S. 89° 48' 53" E. (MEASURED). BEARINGS SHOWN HEREON, REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICA DATUM OF 1983 (NAD 83 - '07) FOR THE EAST ZONE OF FLORIDA. SAID BASIS OF BEARING IS THE SAME IN THE NORTH AMERICAN DATUM OF 1983 (NAD 83 - '90).

LEGEND

- P.O.B. ----- POINT OF BEGINNING
- P.O.C. ----- POINT OF COMMENCEMENT
- P.B. ----- PLAT BOOK
- D.B. ----- DEED BOOK
- O.R./O.R.B. ----- OFFICIAL RECORDS BOOK
- PG./PG(s) ----- PAGE(S)
- NAD ----- NORTH AMERICAN DATUM
- W.M.T. ----- WATER MANAGEMENT TRACT
- O.S.T. ----- OPEN SPACE TRACT
- P.B.C. ----- PALM BEACH COUNTY
- U.E. ----- UTILITY EASEMENT
- D.E. ----- DRAINAGE EASEMENT
- L.M.A.E. ----- LAKE MAINTENANCE ACCESS EASEMENT
- 7-43-41 ----- SECTION-TOWNSHIP-RANGE
- R ----- RADIUS
- L ----- ARC LENGTH
- D ----- DELTA ANGLE
- CB ----- CHORD BEARING
- C ----- CHORD
- N.T. ----- NON-TANGENT
- N.T.C. ----- NON-TANGENT CURVATURE
- P.C. ----- POINT OF CURVATURE
- P.T. ----- POINT OF TANGENCY
- R.C. ----- REVERSE CURVATURE
- R/W ----- RIGHT-OF-WAY
- (R) ----- RADIAL
- (NR) ----- NON-RADIAL
- HOA ----- HOMEOWNERS ASSOCIATION
- S.I.D. ----- SEMINOLE IMPROVEMENT DISTRICT
- PRM ----- PERMANENT REFERENCE MONUMENT
- ----- PERMANENT CONTROL POINT
- ----- FOUND PERMANENT REFERENCE MONUMENT
- ----- SET 4"x4" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 7768"

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

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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Licensed Business Number LB 7768

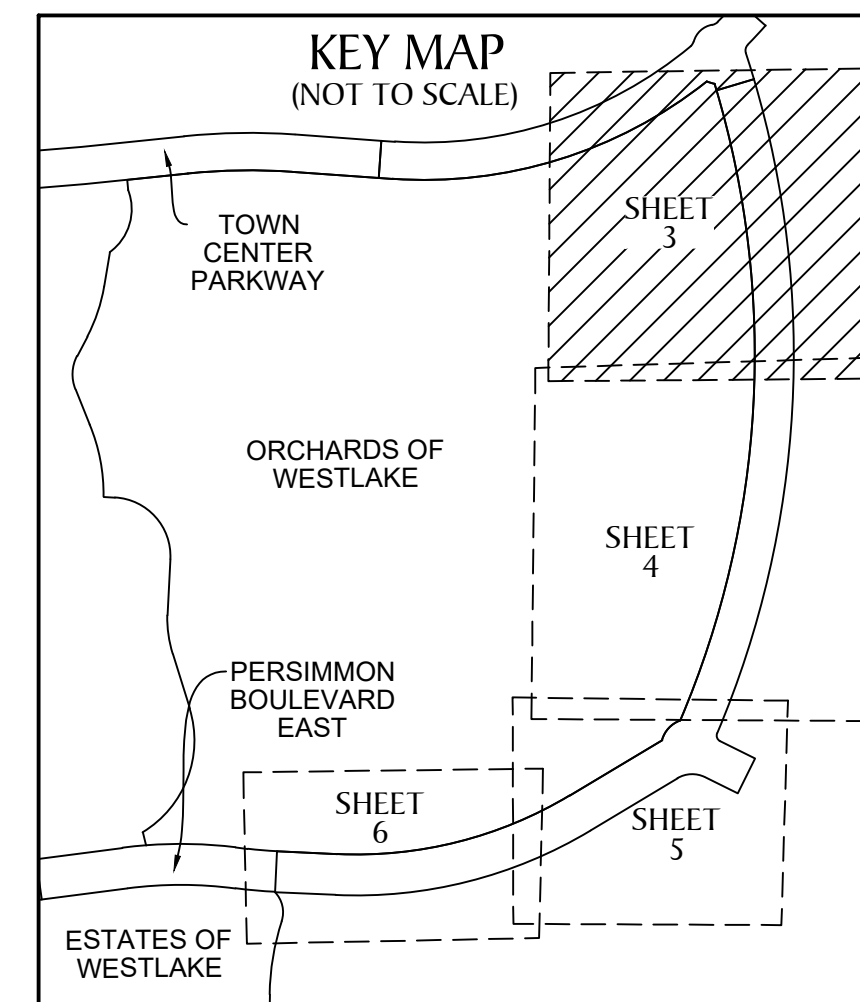
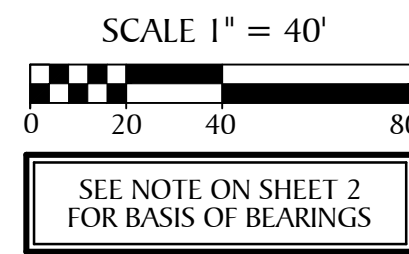
PERSIMMON BOULEVARD EAST - PLAT 5

BEING A PORTION OF SECTIONS 5, 7, AND 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA

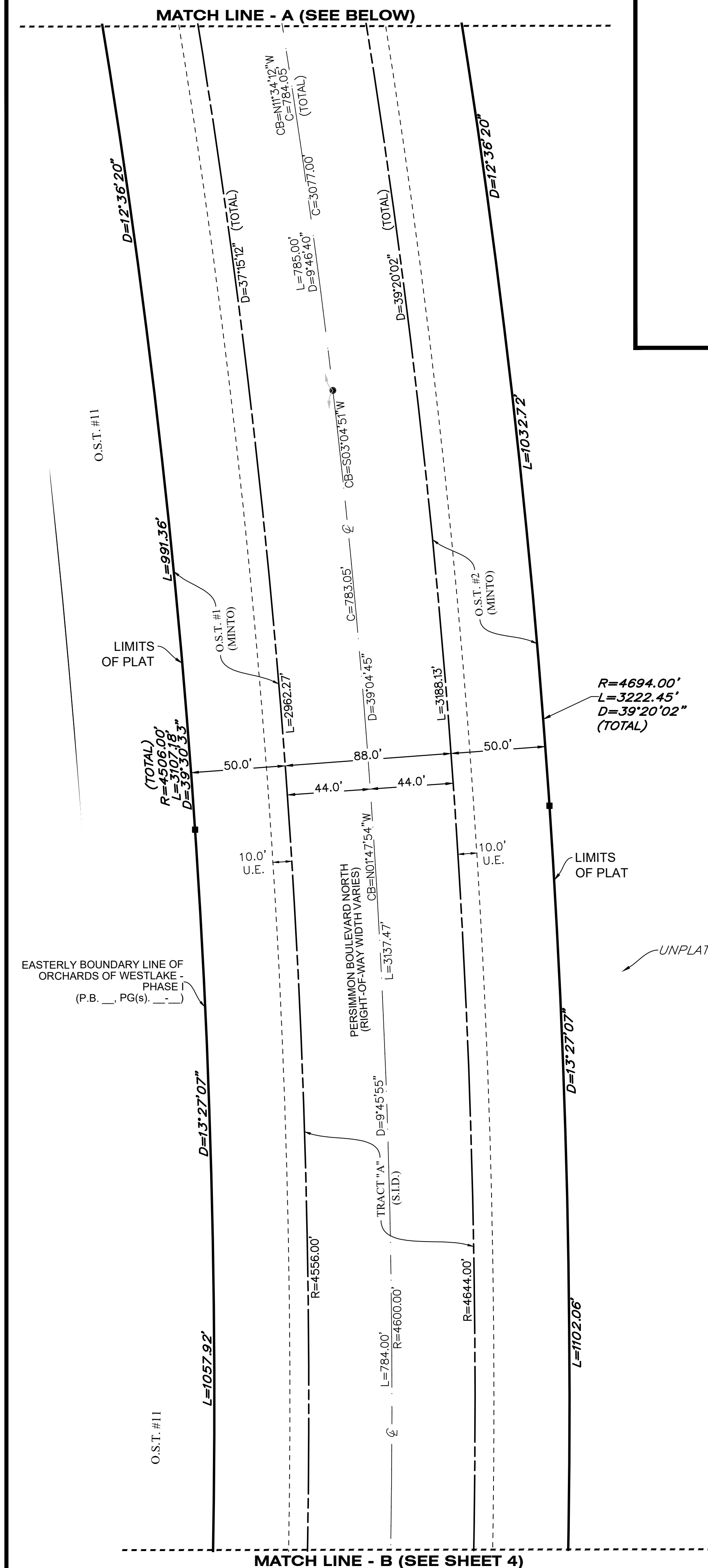
POINT OF COMMENCEMENT
NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 S., RANGE 40 E.
SET 3.5" IRON PIPE "PUBLIC LAND SURVEY
CORNER-TALLAHASSEE MERIDIAN"
BRASS DISK "10" EAST" SET IN CONCRETE
FOUND 10' EAST ON SECTION LINE
N: 894626.7147 E: 896137.1629
NAD83 (2007 ADJUSTMENT)
CERTIFIED CORNER RECORD #107597

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

BASIS OF BEARINGS
NORTH BOUNDARY OF SECTION 6,
TOWNSHIP 43 S., RANGE 41 E.
S89°48'53"E 5270.23'
NORTH BOUNDARY OF SECTION 6,
TOWNSHIP 43 S., RANGE 41 E.
N68°33'42"W 6713.90'

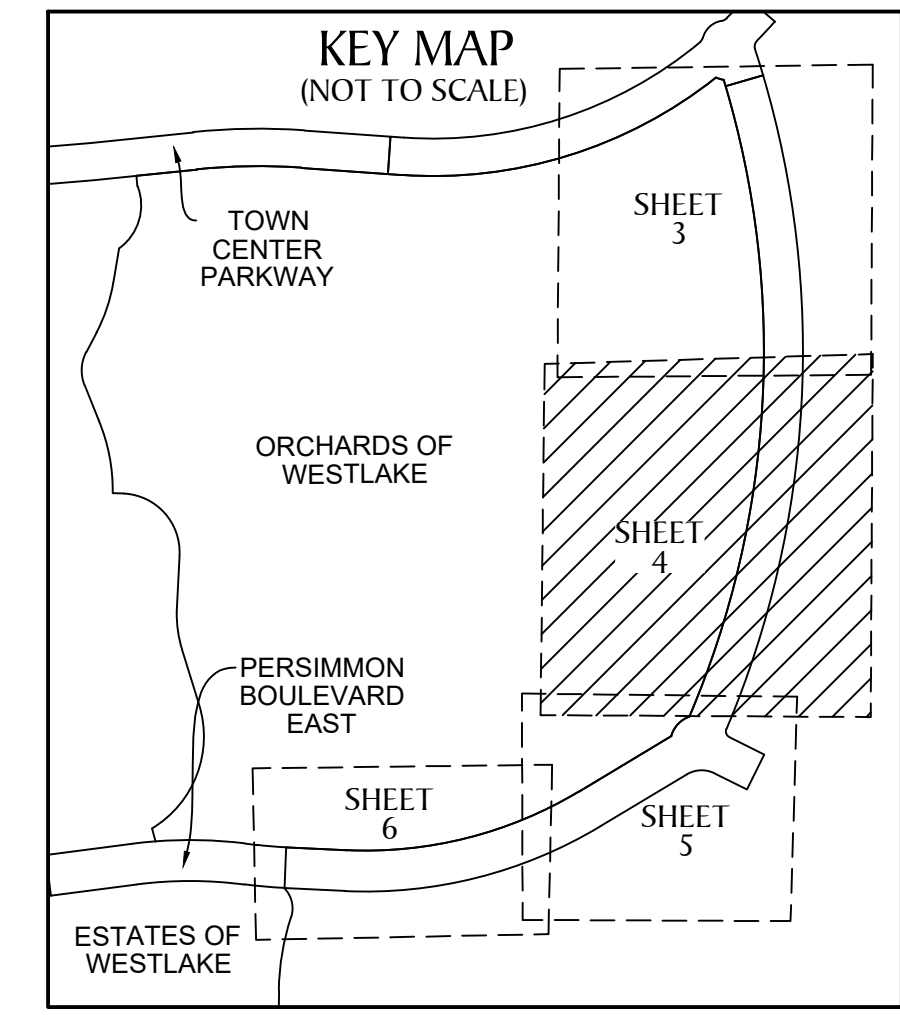
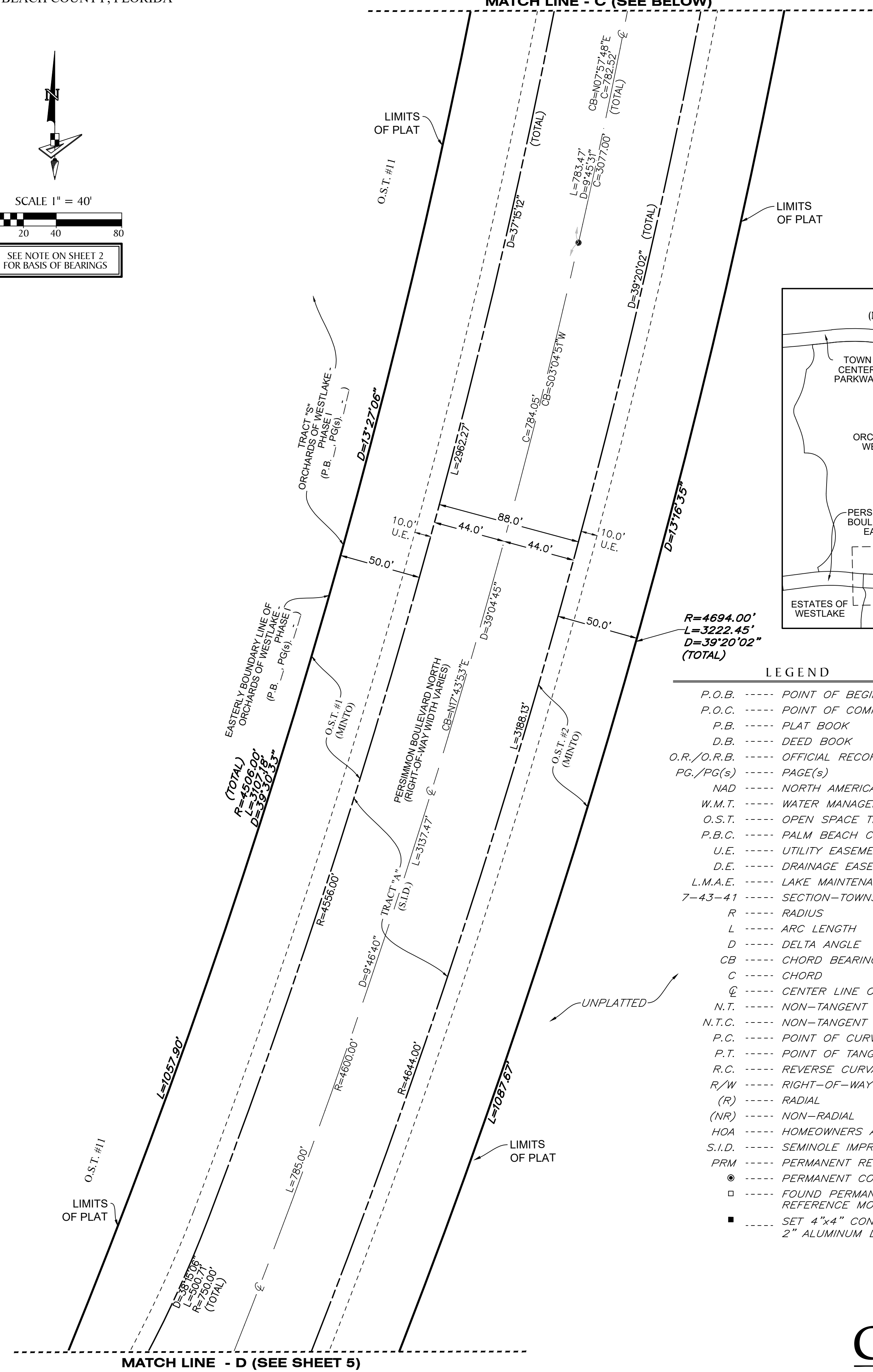
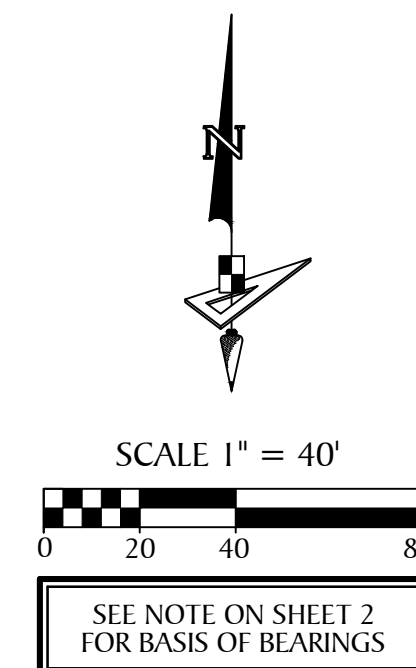
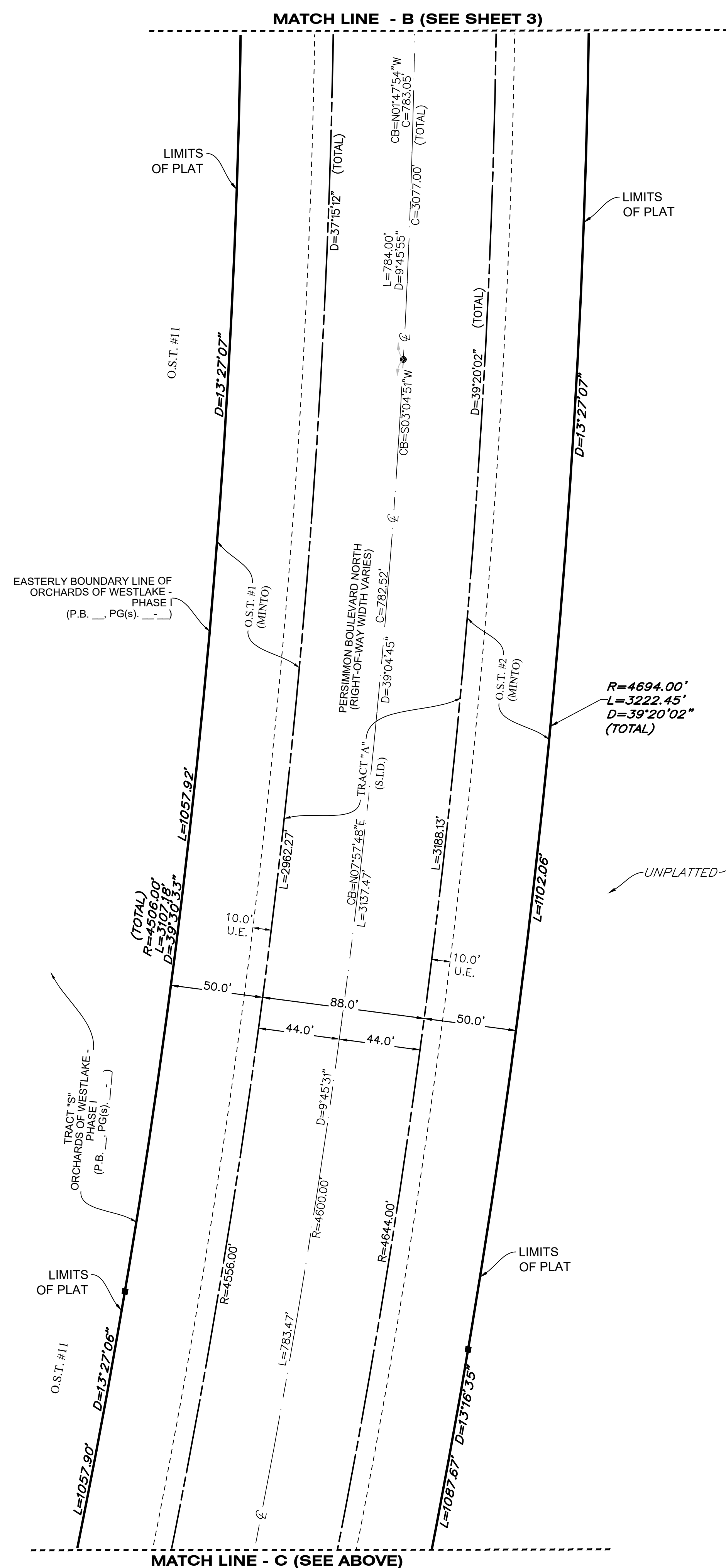


- LEGEND**
- P.O.B. ----- POINT OF BEGINNING
 - P.O.C. ----- POINT OF COMMENCEMENT
 - P.B. ----- PLAT BOOK
 - D.B. ----- DEED BOOK
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 - PG./PG(s) ----- PAGE(S)
 - NAD ----- NORTH AMERICAN DATUM
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 - O.S.T. ----- OPEN SPACE TRACT
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 - (R) ----- RADIAL
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 - HOA ----- HOMEOWNERS ASSOCIATION
 - S.I.D. ----- SEMINOLE IMPROVEMENT DISTRICT
 - PRM ----- PERMANENT REFERENCE MONUMENT
 - ----- PERMANENT CONTROL POINT
 - ----- FOUND PERMANENT REFERENCE MONUMENT
 - ----- SET 4"x4" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 7768"



PERSIMMON BOULEVARD EAST - PLAT 5

BEING A PORTION OF SECTIONS 5, 7, AND 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA



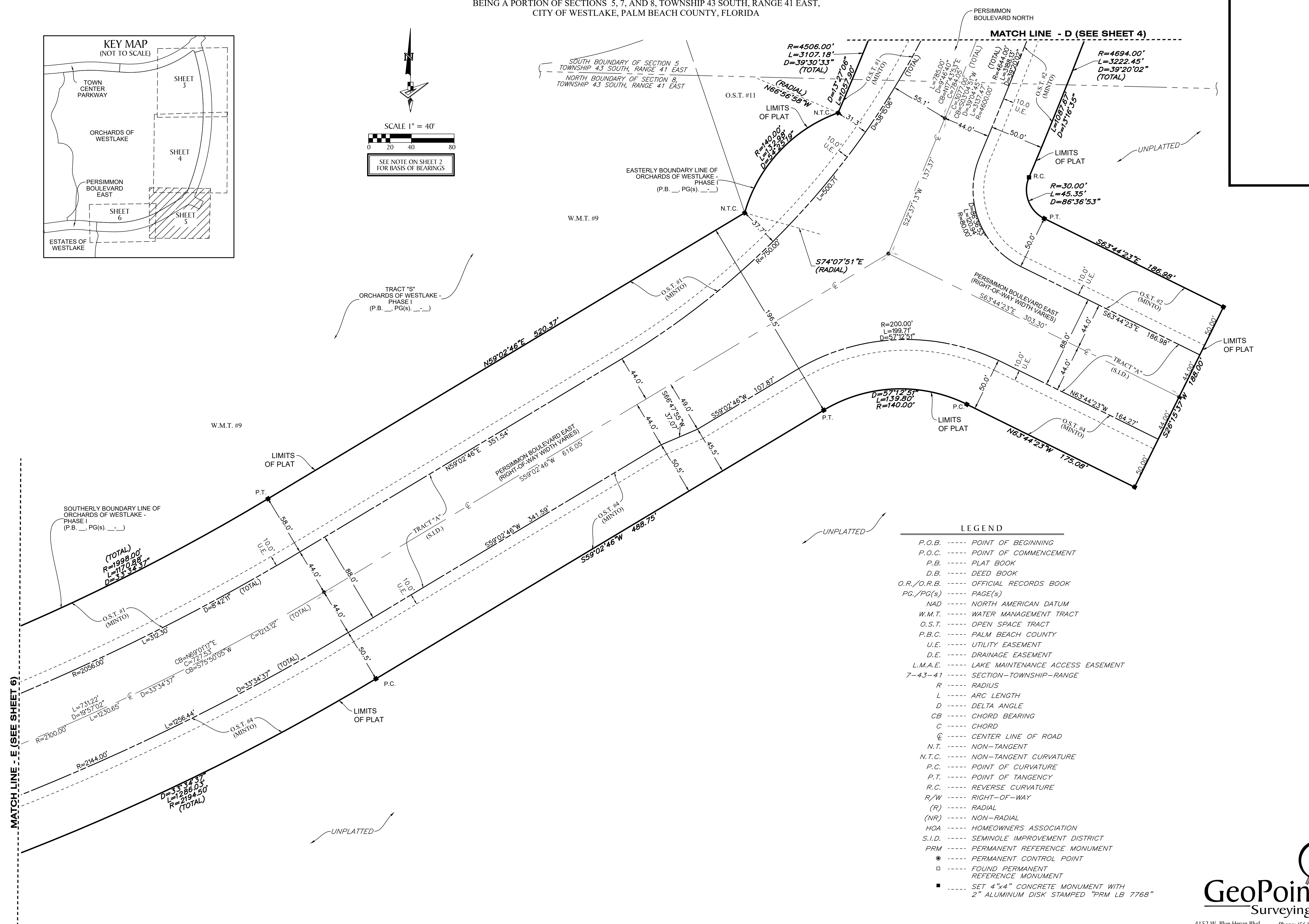
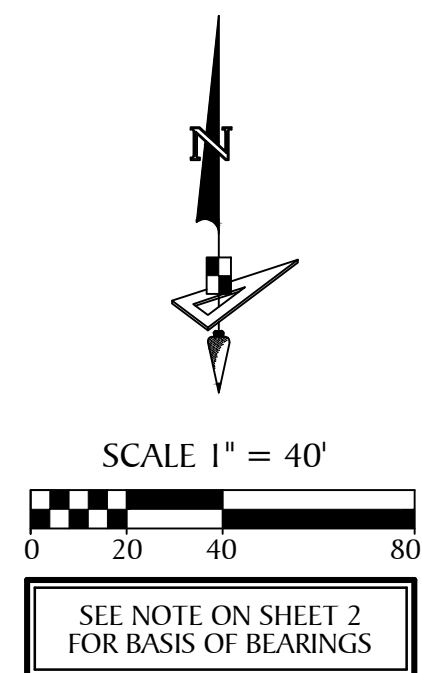
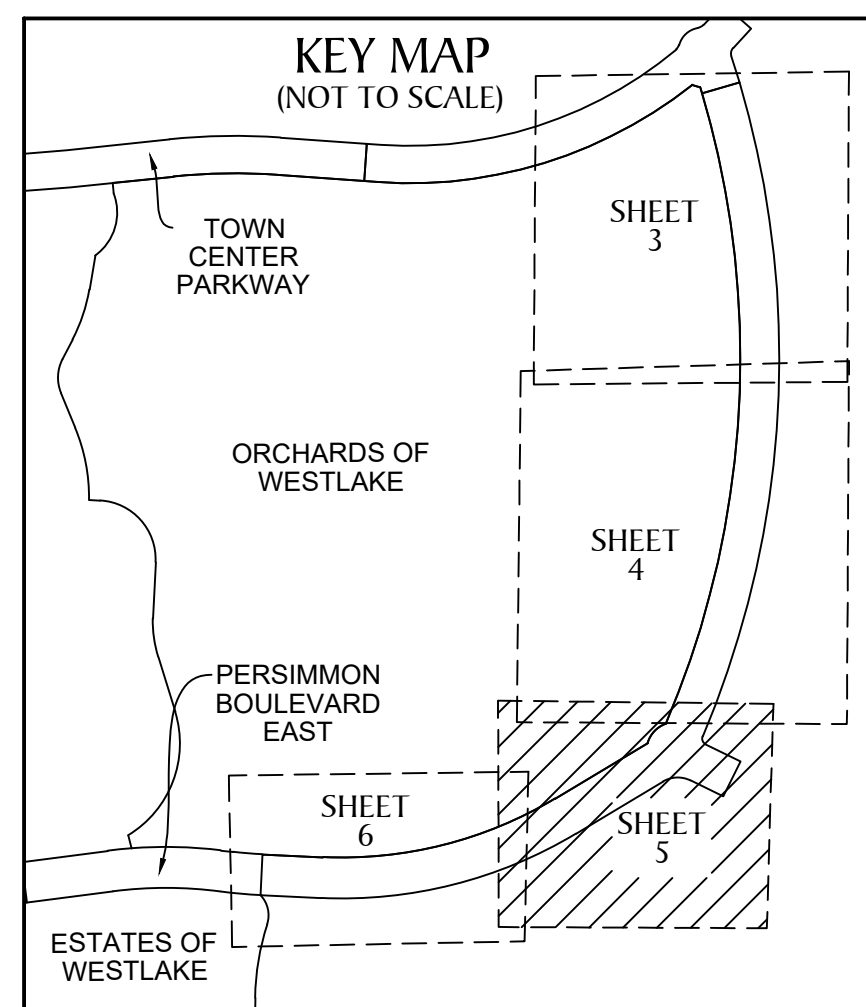
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4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

PERSIMMON BOULEVARD EAST - PLAT 5

BEING A PORTION OF SECTIONS 5, 7, AND 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA



LEGEND	
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D.E. ----	DRAINAGE EASEMENT
L.M.A.E. ----	LAKE MAINTENANCE ACCESS EASEMENT
7-43-41	SECTION-TOWNSHIP-RANGE
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GeoPoint
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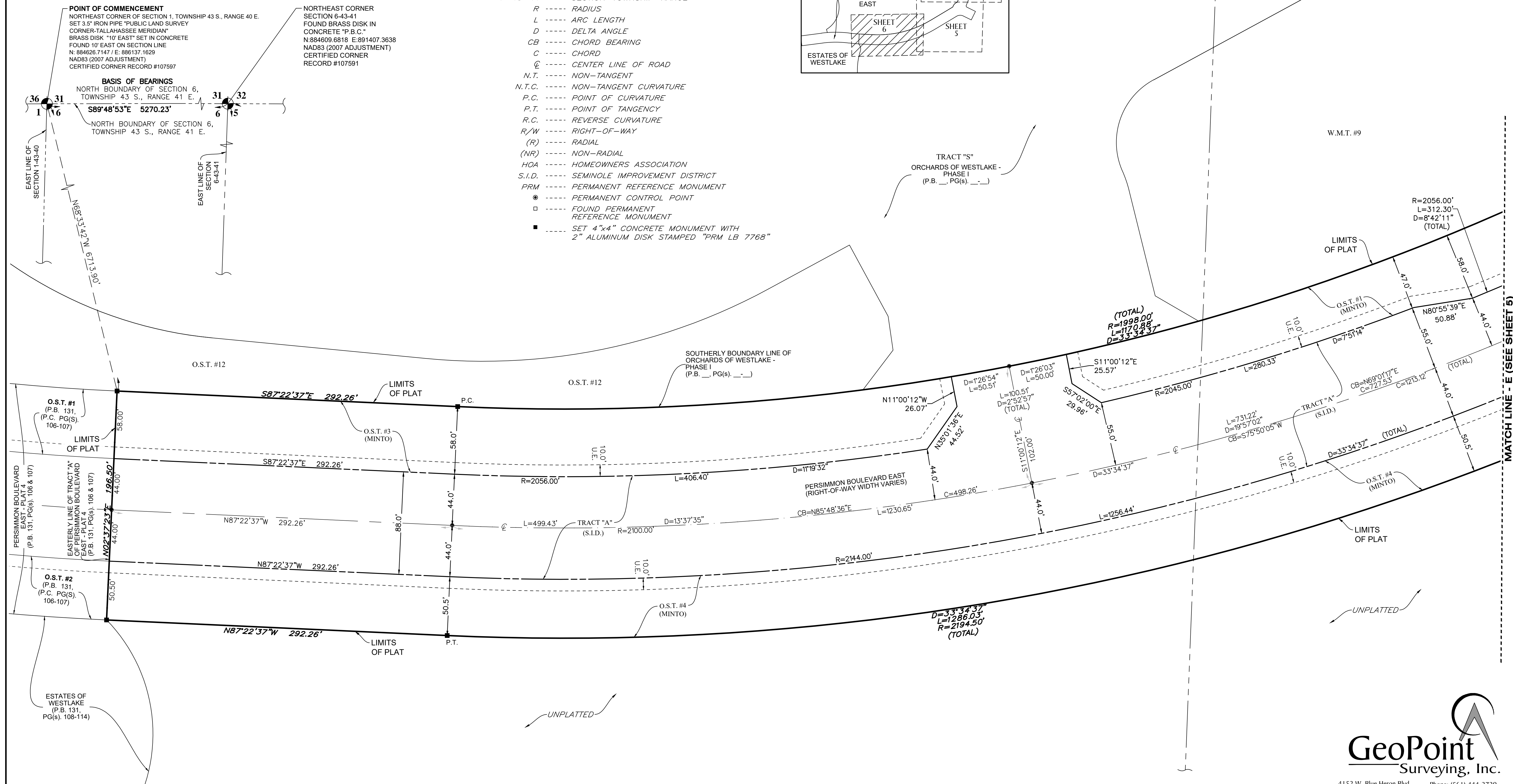
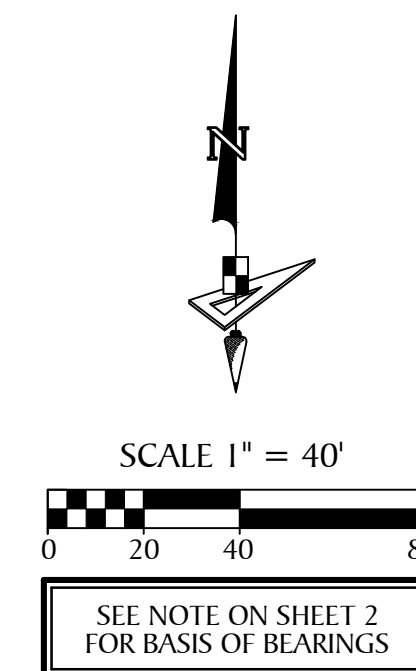
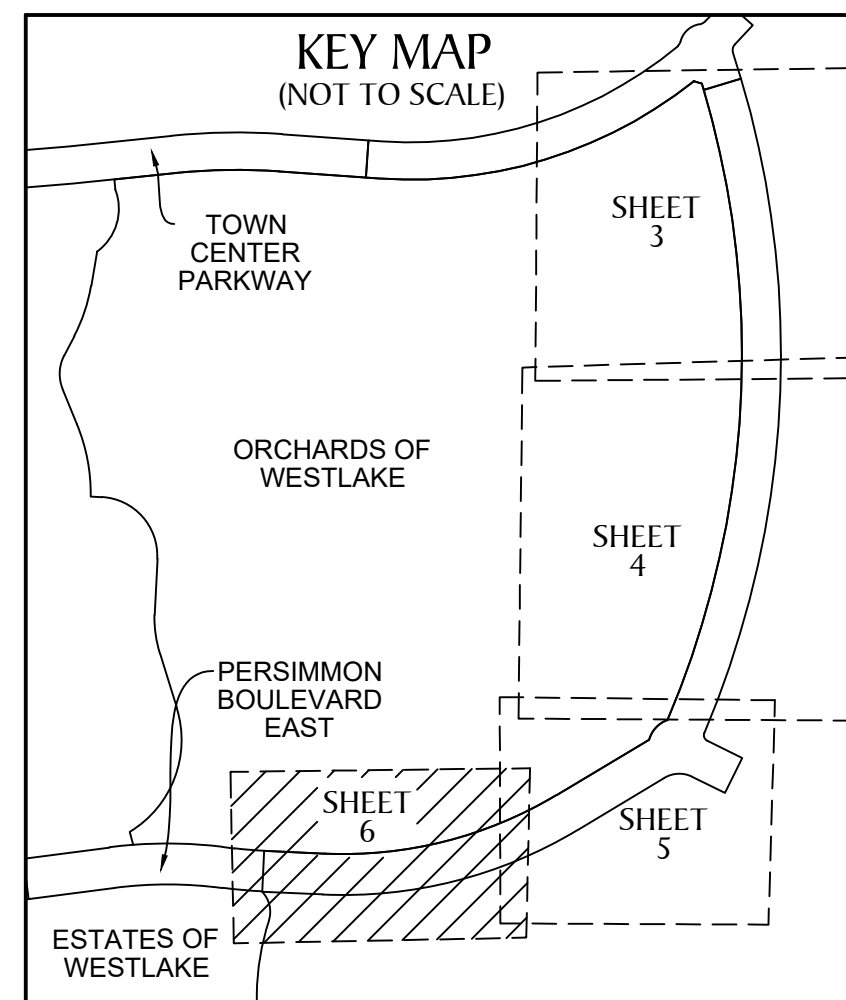
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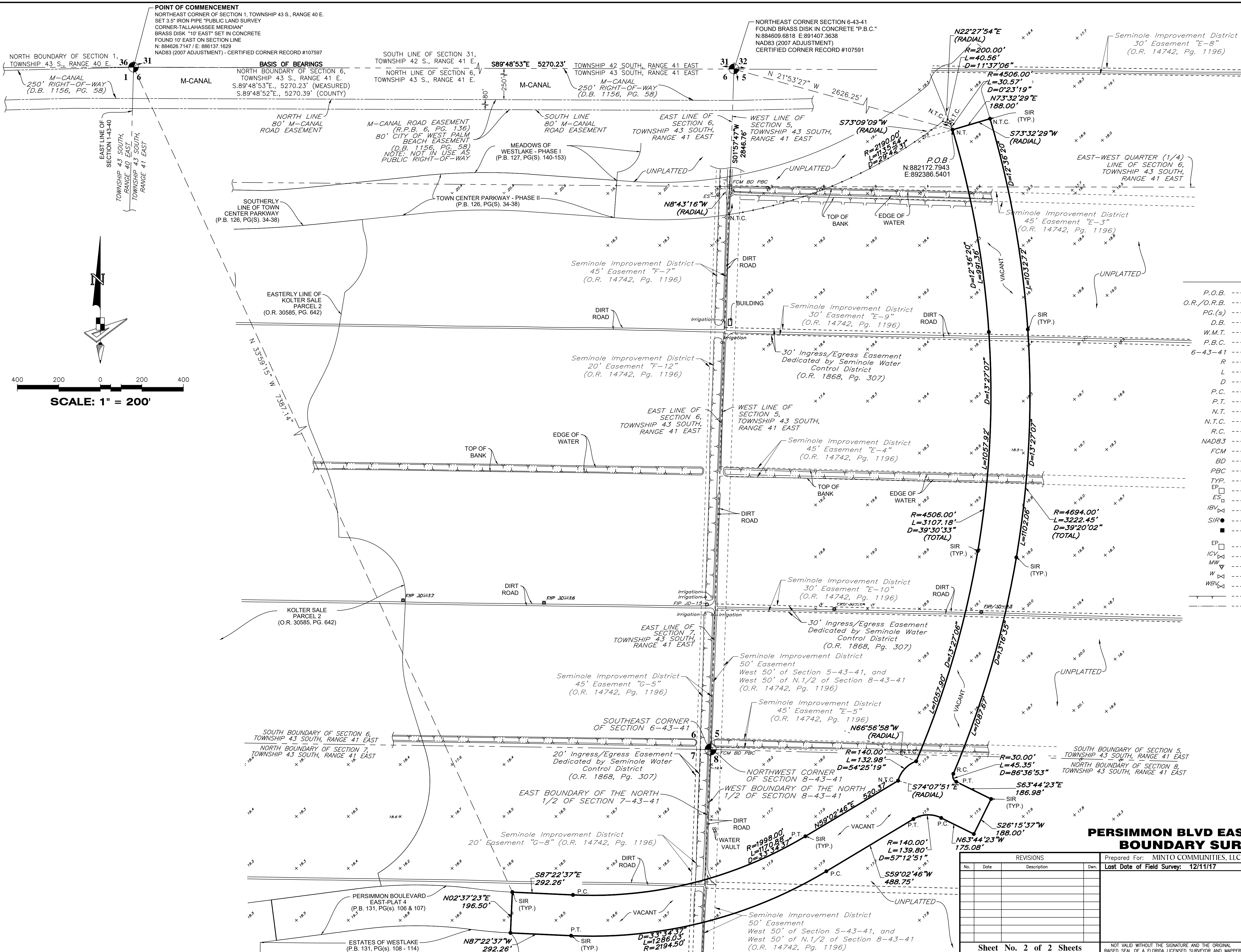
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NORTH BOUNDARY OF SECTION 6,
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N68°33'42"W 6713.90'

PERSIMMON BOULEVARD
EAST - PLAT 4
(P.B. 131, PG(s) 106 & 107)

EASTERN LINE OF TRACT "A"
OF PERSIMMON BOULEVARD
EAST - PLAT 4
(P.B. 131, PG(s) 106 & 107)

O.S.T. #2
(P.B. 131,
P.C. PG(S)
106-107)

ESTATES OF
WESTLAKE
(P.B. 131
PG(s) 108-114)



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 - N.T. --- NON-TANGENT
 - N.T.C. --- NON-TANGENT CURVATURE
 - R.C. --- REVERSE CURVATURE
 - NAD83 --- NORTH AMERICAN DATUM 1983
 - FCM --- FOUND CONCRETE MONUMENT
 - BD --- BRASS DISK
 - PBC --- PALM BEACH COUNTY
 - TYP. --- TYPICAL
 - EP --- ELECTRIC PEDESTAL
 - ES --- ELECTRIC SWITCH BOX
 - IBV --- IRRIGATION BUTTERFLY VALVE
 - SIR --- SET 5/8" IRON ROD LB7768
 - --- FOUND PERMANENT REFERENCE MONUMENT LB7768
 - EP --- ELECTRIC PEDESTAL
 - ICV --- IRRIGATION CONTROL VALVE
 - MW --- MONITORING WELL
 - W --- WATER GATE VALVE
 - WBV --- WATER BUTTERFLY VALVE
 - TOP OF BANK
 - EDGE OF WATER

**PERSIMMON BLVD EAST-PLAT 5
BOUNDARY SURVEY**

REVISIONS			Prepared For: MINTO COMMUNITIES, LLC	
No.	Date	Description	By:	Last Date of Field Survey: 12/11/17

GeoPoint
Surveying, Inc.

4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404

Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: SWM Date: 01/09/19 Data File: Westlake Pod S
Check: GAR P.C.: Field Book: _____

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Sections: 5, 6, 7 & 8 Twp. 43S Rng. 41E Job #: POD S_BS

PLOTTED BY: SERGIO MACHADO ON: 01/02/2019 9:42 AM LAST SAVED BY: SERGIO ON: 01/02/2019 9:27 AM

File Attachments for Item:

B. Final Plat Town Center Parkway Phase III

Submitted By: Engineering

RESOLUTION 2021-10

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR TOWN CENTER PARKWAY PHASE III, BEING A PORTION OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AND SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.



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

DATE:	3/24/2021
PETITION NUMBER:	ENG-2020-36
DESCRIPTION:	Town Center Parkway Phase 3– Plat
APPLICANT:	Cotleur-Hearing
OWNER:	Minto PBLH, LLC
REQUEST:	Plat Review
LOCATION:	Westlake, Florida
STAFF REVIEW:	RECOMMENDED APPROVAL

This is the second review of this Plat. This review is done for compliance with Chapters 177, 5J-17, Florida Statutes, and the City of Westlake’s codes and ordinances. All of our previous comments have been adequately addressed. We can therefore recommend that the plat be approved for recording.

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



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

STAFF MEMORANDUM

DATE: 3/25/2021
PETITION NO.: ENG-2020-36
DESCRIPTION: Review of Plat for Town Center Parkway Phase III – Plat
APPLICANT: Cotleur and Hearing
OWNER: Minto PBLH, LLC
REQUEST: Applicant (Minto PBLH, LLC) is requesting approval of the Plat for Town Center Parkway Phase III – Plat Final Recommendation

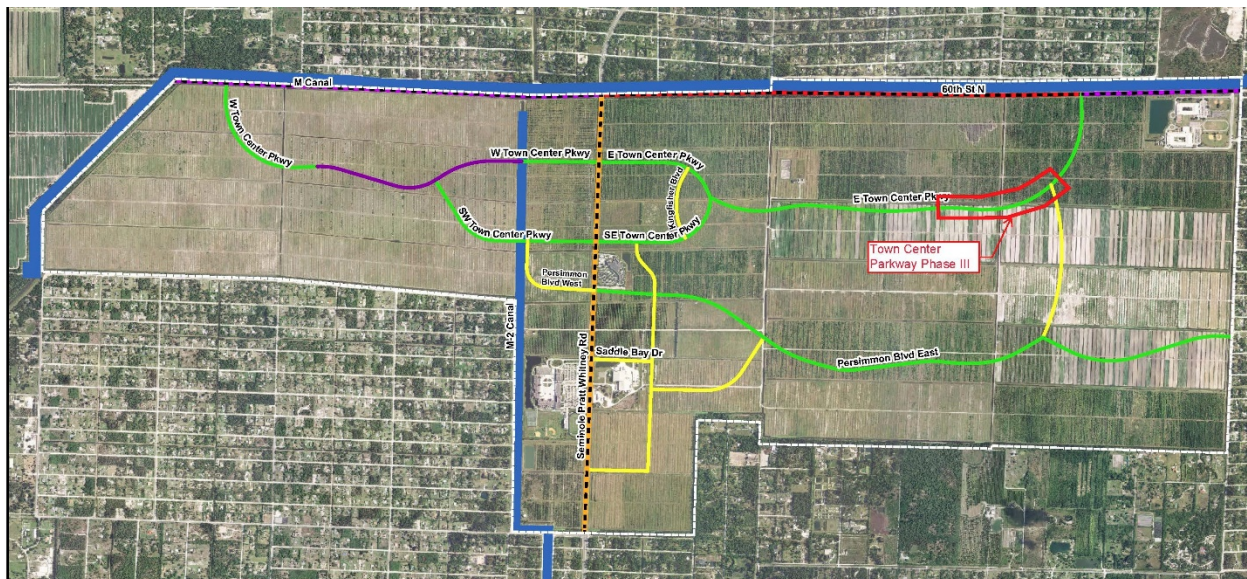
Final Recommendation

The Office of the City Engineer has reviewed the documents associated with the application referenced above and recommends approval by the Council. Approval by the Seminole Improvement District's Engineering Department and Board of Supervisors is scheduled for May 5, 2021.

Discussion

This portion of Town Center Parkway is located within the northeast portion of Westlake, adjacent to previously platted areas of Town Center Parkway. See graphic below for location.

Location Map



Town Center Parkway Phase III is in Section 5, Township 43 South, Range 41 East in the City of Westlake, Palm Beach County, FL. Works of Seminole Improvement District (SID) that are involved with the permit include utilities (potable watermain and reuse watermain) and drainage structures and pipes. The project includes construction of a 0.40-mile road with utilities and drainage. Once completed the road will serve as a collector road within the City of Westlake, connecting internal commercial and residential pods to the main exit and entrance routes. The project area is +/- 8.816 acres. The Legal Description of the Plat can be found in Exhibit A, and replications of the plat topographical survey and plat can be found in Exhibits B and C, respectively.

Review Criteria

Plats shall be prepared in accordance with the provisions of Chapter 177 F.S., as amended, and the City of Westlake Land Development Regulations. The plat was reviewed for clarity, legibility, and conformance with this statute and City requirements. The plat provides a graphic depiction of the legal description through geometric data. The data includes but is not limited to parcel, block, tract, right-of-way, street and associated names, easement, permanent reference monuments and permanent control points, and interior excepted parcels. Other requirements such as paper size, line work, layout of sheet and required content including the subdivision name, title, legal description, key map, vicinity map, north arrow, scale and legend are verified in the Engineering Department review.

Conclusion

Two (2) reviews of the plat occurred, which resulted in an acceptable plat. The review was done for compliance with Chapters 177, 5J-17, Florida Statutes, and the City of Westlake's codes and ordinances. All comments have been adequately addressed and the plat is in compliance. We therefore recommend that the plat be approved for recording.

Exhibit 'A'
TOWN CENTER PARKWAY PHASE III
LEGAL DESCRIPTION

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Exhibit 'B'
TOWN CENTER PARKWAY PHASE III
TOPOGRAPHICAL SURVEY

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Exhibit 'C'
TOWN CENTER PARKWAY PHASE III
PLAT

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RESOLUTION 2021-10

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR TOWN CENTER PARKWAY PHASE III, BEING A PORTION OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AND SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Minto PBLH, LLC, a Florida Limited Liability Company, as the Owner has requested approval for the Town Center Parkway Phase III, being a portion of Section 5, Township 43 South, Range 41 East, and Section 6, Township 43 South, Range 41 East, in the City of Westlake, Palm Beach County, containing approximately 8.816 acres as described in Exhibit "A", attached hereto; and

WHEREAS, the City of Westlake has the exclusive jurisdiction to approve the plat and boundary survey 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, attached hereto as "Exhibit B", and the boundary survey, attached hereto as "Exhibit C", 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 City's Land Development Regulations and Florida law.

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

- Section 1: **INCORPORATION.** The above recitals are true and correct and are incorporated herein by this reference.
- Section 2: **CITY COUNCIL APPROVALS.** The City Council for the City of Westlake hereby approves the final plat, "Exhibit B" and boundary survey, "Exhibit C" for the Town Center Parkway Phase III, as described in the attached Exhibit "A", containing approximately 8.816 acres, which is located in the City of Westlake, and in Palm Beach County, Florida.
- Section 3. **RECORDATION.** 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: **SCRIVENER'S ERRORS.** This Resolution can be renumbered or re-lettered and typographical errors and clarification of ambiguous wording that do not affect the intent

can be corrected with the authorization of the City Manager and City Attorney without the need for public hearing.

Section 5: **EFFECTIVE DATE.** This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this day of April 12, 2021.

PUBLISHED on this ____ day of _____ in the Palm Beach Post.

City of Westlake
Roger Manning, Mayor

Zoie Burgess, City Clerk

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

Exhibit 'A'
Legal Description
Town Center Parkway Phase III

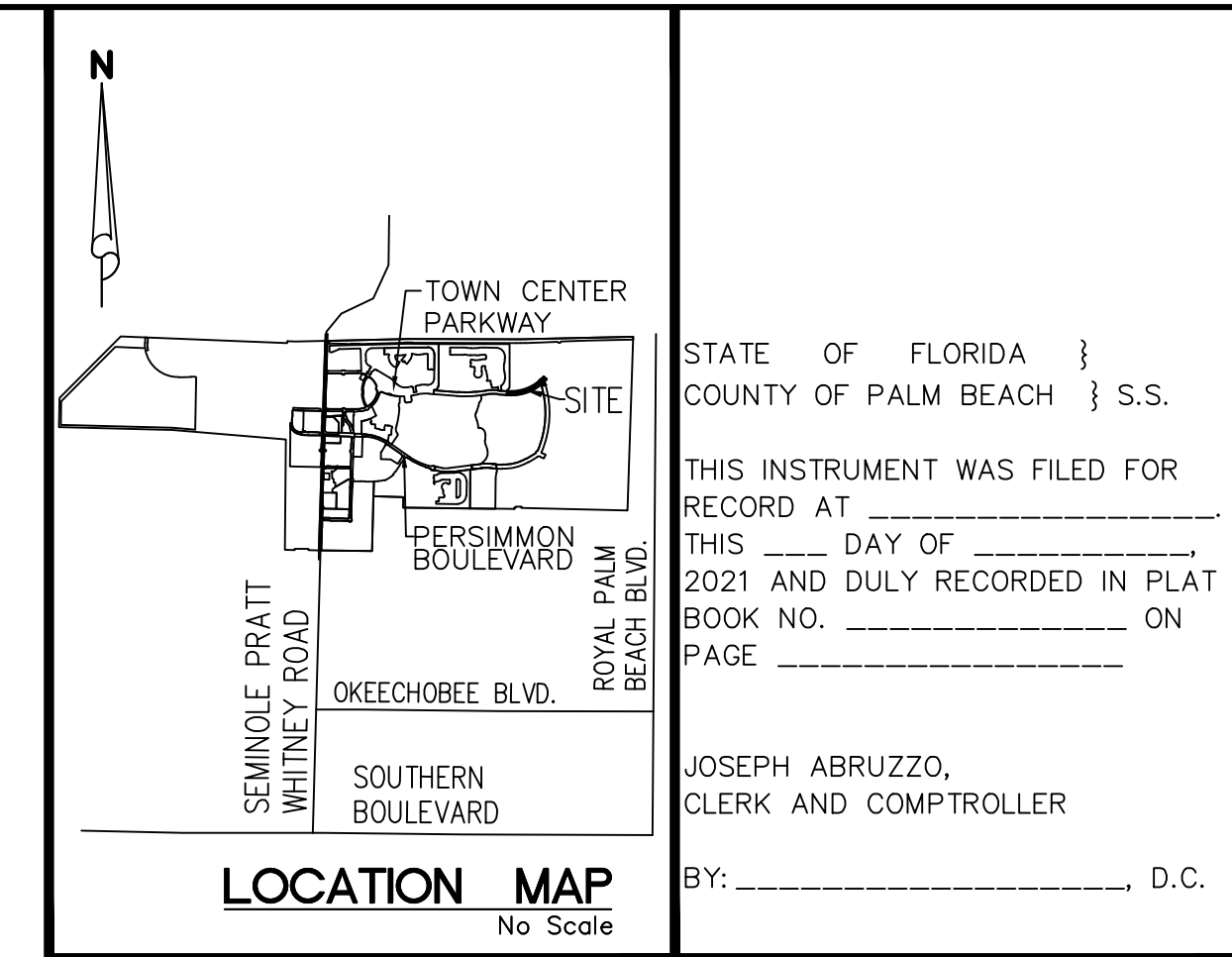
COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.89°48'53"E. ALONG THE NORTH BOUNDARY LINE OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, A DISTANCE OF 4641.31 FEET; THENCE S.00°11'07"W., A DISTANCE OF 2682.75 FEET TO THE POINT OF BEGINNING; THENCE S.85°56'19" E., A DISTANCE OF 65.82 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 2010.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°48'35", A DISTANCE OF 1536.89 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°59'24", A DISTANCE OF 25.13 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 112.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°55'32", A DISTANCE OF 128.87 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°54'59", A DISTANCE OF 30.47 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 2010.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°59'04", A DISTANCE OF 139.77 FEET TO A NON-TANGENT INTERSECTION; THENCE S.48°42'48" E., A DISTANCE OF 180.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 2190.00 FEET, AND A RADIAL BEARING OF N.48°42'48" W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'05", A DISTANCE OF 126.19 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 40.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°38'56", A DISTANCE OF 43.74 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 4694.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'07", A DISTANCE OF 131.25 FEET TO A NON-TANGENT INTERSECTION; THENCE S.73°32'29" W., A DISTANCE OF 188.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 4506.00 FEET, AND A RADIAL BEARING OF S.73°32'29" W. AT SAID INTERSECTION, SAID INTERSECTION ALSO BEING A POINT ON THE NORTHERLY BOUNDARY LINE OF ORCHARDS OF WESTLAKE - PHASE I, AS RECORDED IN PLAT BOOK ___, PAGES ___-___, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE BY THE FOLLOWING (4) FOUR COURSE, BEING ALONG SAID NORTHERLY BOUNDARY LINE: 1) THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°23'19", A DISTANCE OF 30.57 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 200.00 FEET, AND A RADIAL BEARING OF N.10°50'48" E. AT SAID INTERSECTION; 2) THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°37'06", A DISTANCE OF 40.56 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 2190.00 FEET, AND A RADIAL BEARING OF N.38°25'47" W. AT SAID INTERSECTION; 3) THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°29'28", A DISTANCE OF 1624.13 FEET TO A POINT OF TANGENCY; 4) THENCE N.85°56'19" W., A

DISTANCE OF 65.82 FEET; THENCE N.04°03'38" E., A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 384,019 SQUARE FEET OR 8.816 ACRES, MORE OR LESS.

TOWN CENTER PARKWAY - PHASE III

BEING A PORTION OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
AND SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA



STATE OF FLORIDA }
COUNTY OF PALM BEACH } S.S.
THIS INSTRUMENT WAS FILED FOR
RECORD AT _____
THIS ____ DAY OF _____
2021 AND DULY RECORDED IN PLAT
BOOK NO. _____ ON
PAGE _____

JOSEPH ABRUZZO,
CLERK AND COMPTROLLER
BY: _____, D.C.

DEDICATION AND RESERVATION

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 III, BEING A PORTION OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AND SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.89°48'53"E. ALONG THE NORTH BOUNDARY LINE OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, A DISTANCE OF 4641.31 FEET; THENCE S.00°11'07"W. A DISTANCE OF 2682.75 FEET TO THE POINT OF BEGINNING; THENCE S.85°56'19" E. A DISTANCE OF 65.82 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 2010.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°48'35", A DISTANCE OF 1536.89 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°59'24", A DISTANCE OF 25.13 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 112.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°55'32", A DISTANCE OF 128.87 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°54'59", A DISTANCE OF 30.47 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 2010.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°59'04", A DISTANCE OF 139.77 FEET TO A NON-TANGENT INTERSECTION; THENCE S.48°42'48" E., A DISTANCE OF 180.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 2190.00 FEET, AND A RADIAL BEARING OF N.48°42'48" W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'05", A DISTANCE OF 126.19 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 40.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°38'56", A DISTANCE OF 43.74 FEET, TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 4694.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'07", A DISTANCE OF 131.25 FEET TO A NON-TANGENT INTERSECTION; THENCE S.73°32'29" W., A DISTANCE OF 188.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 4506.00 FEET, AND A RADIAL BEARING OF S.73°32'29" W. AT SAID INTERSECTION, SAID INTERSECTION ALSO BEING A POINT ON THE NORTHERLY BOUNDARY LINE OF ORCHARDS OF WESTLAKE - PHASE I, AS RECORDED IN PLAT BOOK _____, PAGES _____, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE BY THE FOLLOWING (4) FOUR COURSE, BEING ALONG SAID NORTHERLY BOUNDARY LINE: 1) THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°23'19", A DISTANCE OF 30.57 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 200.00 FEET, AND A RADIAL BEARING OF N.10°50'48" E. AT SAID INTERSECTION; 2) THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°37'06", A DISTANCE OF 40.56 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 2190.00 FEET, AND A RADIAL BEARING OF N.38°25'47" W. AT SAID INTERSECTION; 3) THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°29'28", A DISTANCE OF 1624.13 FEET TO A POINT OF TANGENCY; 4) THENCE N.85°56'19" W., A DISTANCE OF 65.82 FEET; THENCE N.04°03'38" E., A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 384,019 SQUARE FEET OR 8.816 ACRES, MORE OR LESS.

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

ROAD RIGHT-OF-WAY

TRACT "A", AS SHOWN HEREON AS TOWN CENTER PARKWAY, IS HEREBY DEDICATED TO THE SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ITS SUCCESSORS AND ASSIGNS, IN FEE SIMPLE, FOR ROAD RIGHT-OF-WAY PURPOSES AND FOR ANY AND ALL PURPOSES AUTHORIZED BY CHAPTER 2000-431, LAWS OF FLORIDA AND CHAPTERS 189 AND 298, FLORIDA STATUTES. RESPONSIBILITY FOR THE INSTALLATION, MAINTENANCE, OPERATIONS, REPAIR AND/OR REPLACEMENT OF THE RIGHT-OF-WAY AND ANY FACILITIES SHALL REMAIN THE PERPETUAL OBLIGATION OF THE SEMINOLE IMPROVEMENT DISTRICT WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

THE CITY OF WESTLAKE, A FLORIDA MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS, IS HEREBY GRANTED AND RESERVED AN EASEMENT OVER TRACT "A" FOR ANY AND ALL MUNICIPAL PURPOSES, INsofar AS SUCH USES ARE NOT INCONSISTENT WITH ITS UTILIZATION FOR ROAD RIGHT-OF-WAY PURPOSES.

OPEN SPACE TRACT

TRACTS O.S.T. #1 THROUGH O.S.T. #4, AS SHOWN HEREON, ARE HEREBY RESERVED FOR MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS FOR OPEN SPACE PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

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 DEDICATED IN PERPETUITY 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.

IN FURTHERANCE OF THE FOREGOING, THERE IS HEREBY GRANTED TO FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION, ITS AFFILIATES, LICENSEES, AGENTS, SUCCESSORS, AND ASSIGNS ("FPL"), A NON-EXCLUSIVE EASEMENT FOREVER OVER, UNDER, IN, ON, UPON AND ACROSS THE UTILITY EASEMENTS DESCRIBED ON THE PLAT, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF UNDERGROUND ELECTRIC UTILITY FACILITIES (INCLUDING CABLES, CONDUITS, APPURTENANT EQUIPMENT, AND APPURTENANT ABOVE-GROUND EQUIPMENT) TO BE INSTALLED FROM TIME TO TIME, TOGETHER WITH THE RIGHT TO PERMIT FPL TO ATTACH OR PLACE WIRES TO OR WITHIN ANY FACILITIES HEREUNDER AND LAY CABLE AND CONDUIT WITHIN THE EASEMENT AREA AND TO OPERATE THE SAME FOR FPL'S COMMUNICATIONS PURPOSES IN CONNECTION WITH ELECTRIC SERVICE AND THE RIGHT OF INGRESS AND EGRESS TO THE UTILITY EASEMENTS AT ALL TIMES.

IN WITNESS WHEREOF, MINTO PBLH, LLC, A 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 _____, 2021.

MINTO PBLH, LLC
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: _____ BY: _____
JOHN F. CARTER, MANAGER

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY _____ AS _____ FOR _____ ON BEHALF OF THE COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____ SIGNATURE _____

(PRINT NAME) - NOTARY PUBLIC

(SEAL)

ACCEPTANCE OF DEDICATION & 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 ITS MAINTENANCE OBLIGATIONS FOR SAME, AND HEREBY JOINS IN AND CONSENTS TO THE UTILITY EASEMENTS DEDICATION, DATED THIS _____ DAY OF _____, 2021.

SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT
SPECIAL DISTRICT OF THE STATE OF FLORIDA

WITNESS: _____ BY: _____
SCOTT MASSEY, PRESIDENT

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY _____ AS _____ FOR _____ ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____ SIGNATURE _____

(PRINT NAME) - NOTARY PUBLIC

(SEAL)

ACCEPTANCE OF DEDICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE CITY OF WESTLAKE, FLORIDA, A MUNICIPAL CORPORATION, HEREBY ACCEPTS THE GRANT OF EASEMENT OVER THE TRACT "A" ROAD RIGHT-OF-WAY AS STATED AND SHOWN HEREON, DATED THIS _____ DAY OF _____, 2021.

CITY OF WESTLAKE
A MUNICIPAL CORPORATION

WITNESS: _____

PRINT NAME: _____

BY: _____

WITNESS: _____

CITY MAYOR, ROGER MANNING

PRINT NAME: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY ROGER MANNING AS CITY MAYOR FOR THE CITY OF WESTLAKE, FLORIDA, A MUNICIPAL CORPORATION, ON BEHALF OF THE MUNICIPAL CORPORATION, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____ SIGNATURE _____

(PRINT NAME) - NOTARY PUBLIC

(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 _____, 2021, IN ACCORDANCE WITH CHAPTER 177, F.S., AND HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR & MAPPER EMPLOYED BY THE CITY OF WESTLAKE IN ACCORDANCE WITH CHAPTER 177, 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

AREA TABULATION (IN ACRES)

ROADWAY TRACT (TRACT "A"):	4.284
OPEN SPACE TRACT #1:	0.967
OPEN SPACE TRACT #2 :	2.053
OPEN SPACE TRACT #3 :	1.140
OPEN SPACE TRACT #4 :	0.372
TOTAL ACRES, MORE OR LESS:	8.816



SURVEYORS NOTES

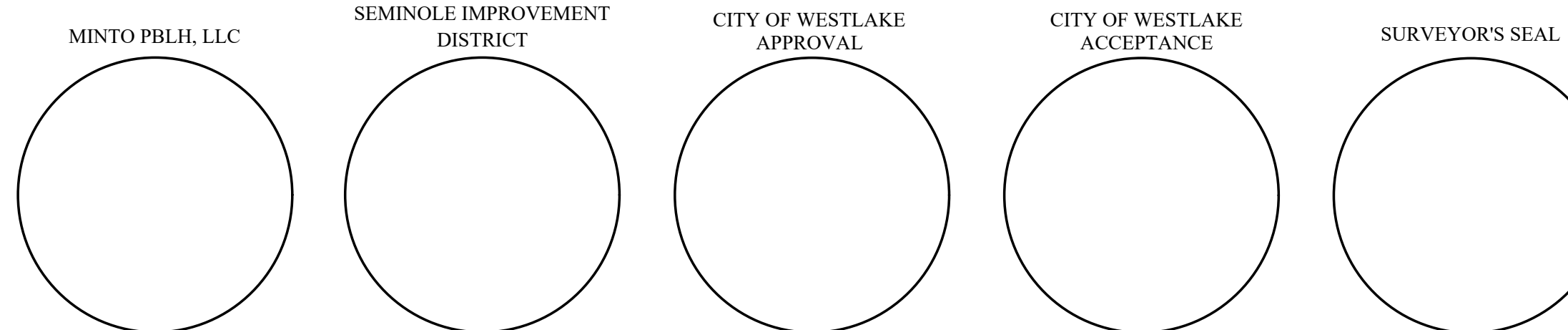
- PERMANENT REFERENCE MONUMENTS ARE SHOWN THUS: "■" 1 1/2" BRASS DISK STAMPED "PRM LB7768" SET IN A 4"x4" CONCRETE MONUMENT. PERMANENT CONTROL POINTS ARE SHOWN AS THUS: "●" A MAGNETIC NAIL AND DISK STAMPED "PCP LB7768". MONUMENTS ARE SHOWN AS THUS: "●" A 1/2" IRON ROD WITH CAP STAMPED "LB7768". (UNLESS 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 OR SEMINOLE IMPROVEMENT DISTRICT APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS. THERE WILL BE NO ABOVE GROUND ENCROACHMENTS WHERE LAKE MAINTENANCE EASEMENTS AND UTILITY EASEMENTS OVERLAP.
- 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.
- 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, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF CITY OF WESTLAKE, FLORIDA.

DATE: _____ GARY A. RAGER, P.S.M.
LICENSE NO. LS4828
STATE OF FLORIDA

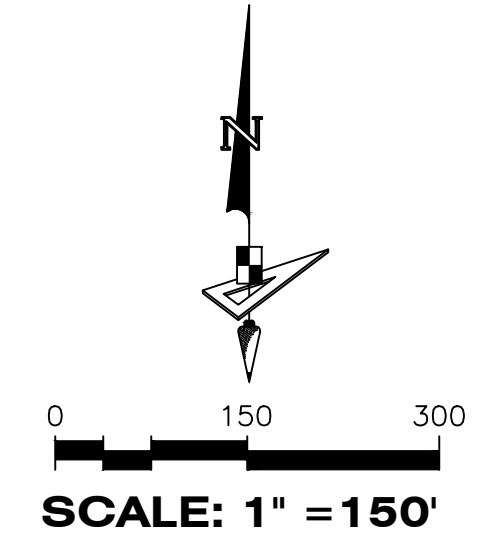
THIS INSTRUMENT PREPARED BY
GARY A. RAGER, P.S.M.
LS4828 STATE OF FLORIDA.
GEOPOINT SURVEYING, INC.
4152 WEST BLUE HERON BOULEVARD, SUITE 105,
RIVIERA BEACH, FLORIDA 33404.
CERTIFICATE OF AUTHORIZATION NO. LB7768



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 4 Sheets

TOWN CENTER PARKWAY - PHASE III

BEING A PORTION OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
AND SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA

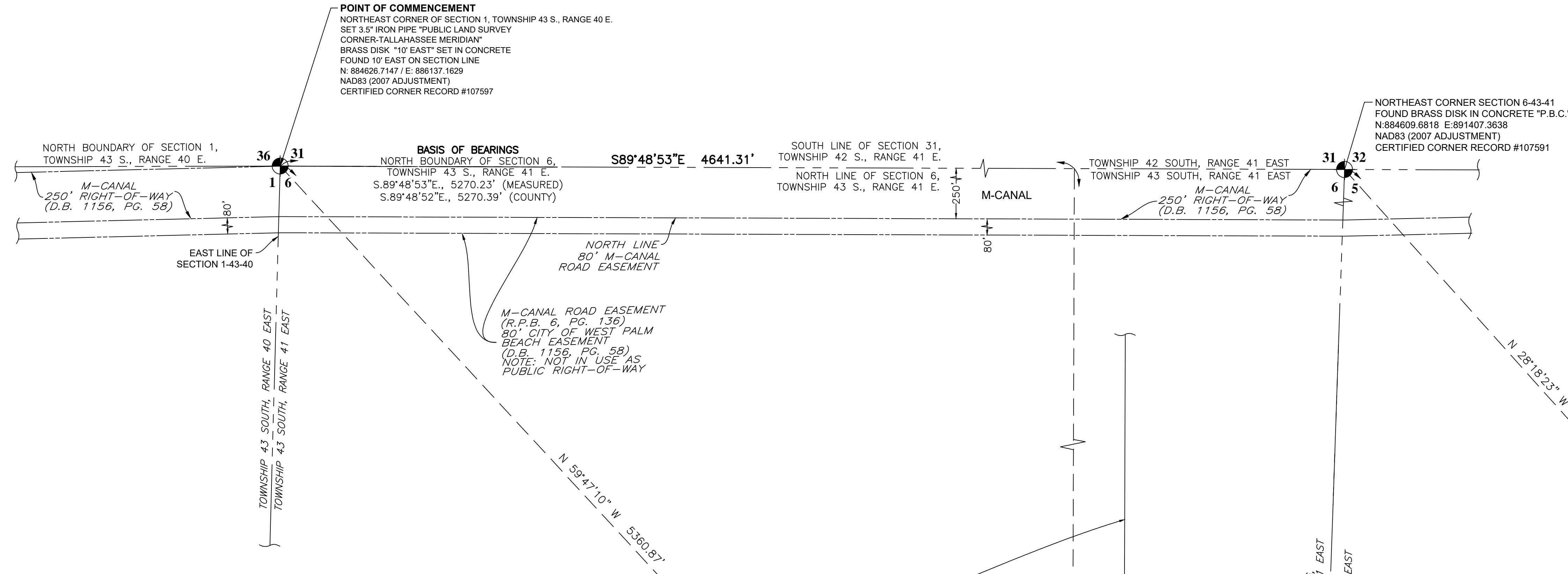


BASIS OF BEARINGS

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. (MEASURED). BEARINGS 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).

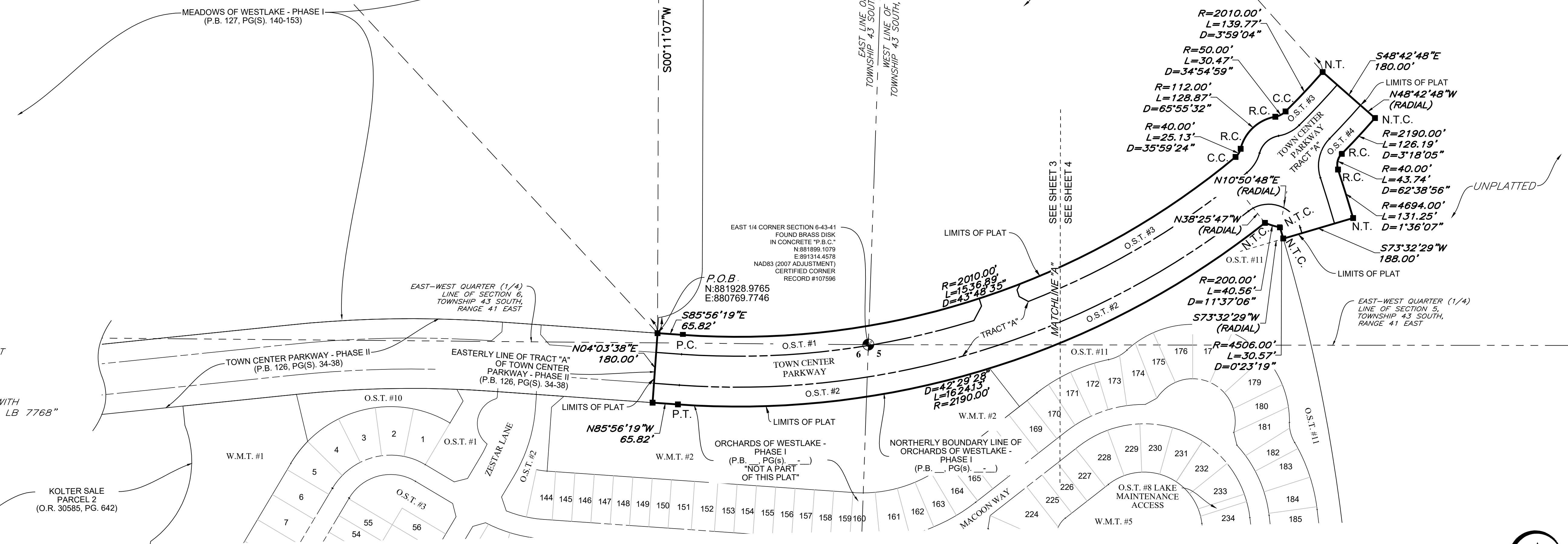
COORDINATES SHOWN HEREON ARE
FLORIDA STATE PLANE GRID
DATUM = NAD83 2007 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNITS = US SURVEY FEET
COORDINATE SYSTEM = 1983 STATE PLANE
PROJECTION = TRANSVERSE MERCATOR
ALL DISTANCES ARE GROUND
SCALE FACTOR: 1.0000
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
PLAT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

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.



LEGEND

- P.O.B. ----- POINT OF BEGINNING
- P.O.C. ----- POINT OF COMMENCEMENT
- P.B. ----- PLAT BOOK
- R.P.B. ----- ROAD PLAT BOOK
- D.B. ----- DEED BOOK
- PG./PG(S) ----- PAGE(S)
- NAD ----- NORTH AMERICAN DATUM
- W.M.T. ----- WATER MANAGEMENT TRACT
- O.S.T. ----- OPEN SPACE TRACT
- P.B.C. ----- PALM BEACH COUNTY
- U.E. ----- UTILITY EASEMENT
- 5-43-41----- SECTION-TOWNSHIP-RANGE
- R ----- RADIUS
- L ----- ARC LENGTH
- D ----- DELTA ANGLE
- CB ----- CHORD BEARING
- C ----- CHORD
- CL ----- CENTER LINE OF ROAD
- C.C. ----- COMPOUND CURVATURE
- R.C. ----- REVERSE CURVATURE
- N.T. ----- NON-TANGENT
- N.T.C. ----- NON-TANGENT CURVATURE
- P.C. ----- POINT OF CURVATURE
- P.T. ----- POINT OF TANGENCY
- R/W ----- RIGHT-OF-WAY
- S.I.D. ----- SEMINOLE IMPROVEMENT DISTRICT
- PRM ----- PERMANENT REFERENCE MONUMENT
- ----- PERMANENT CONTROL POINT
- ----- FOUND PERMANENT REFERENCE MONUMENT
- ----- SET 4"x4" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 7768"

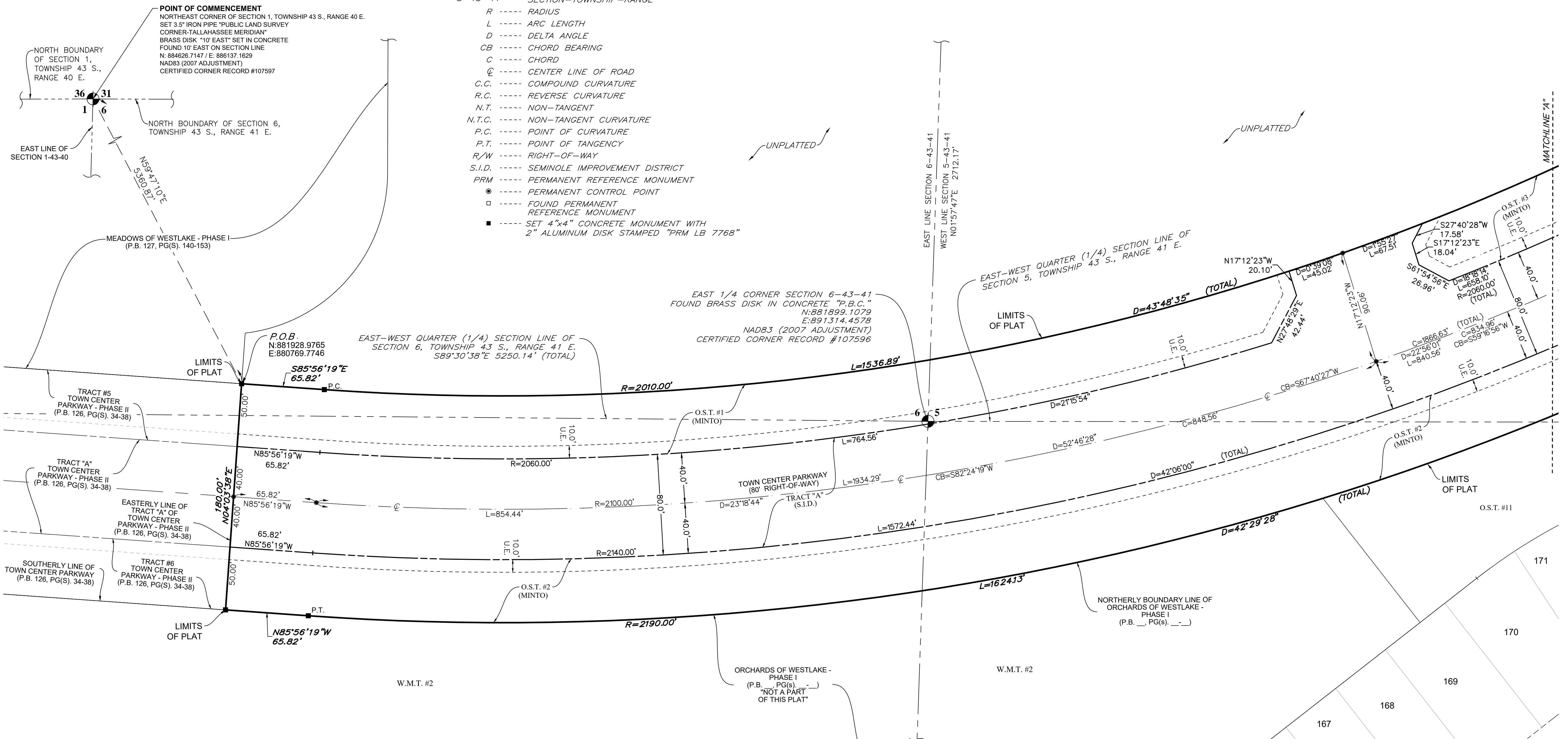
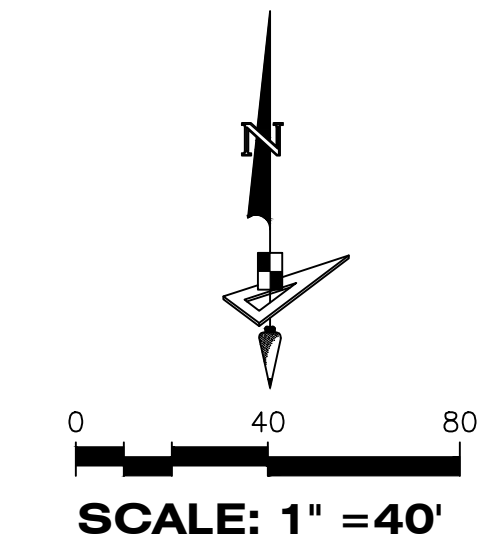
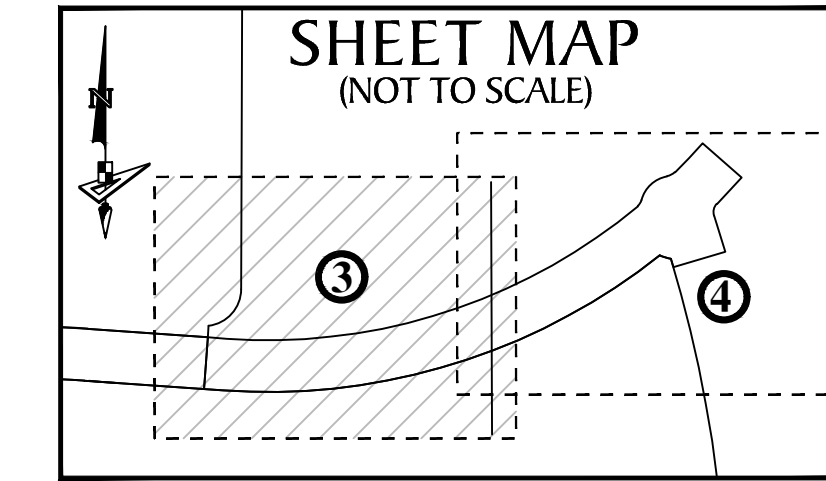


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TOWN CENTER PARKWAY - PHASE III

BEING A PORTION OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
AND SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA

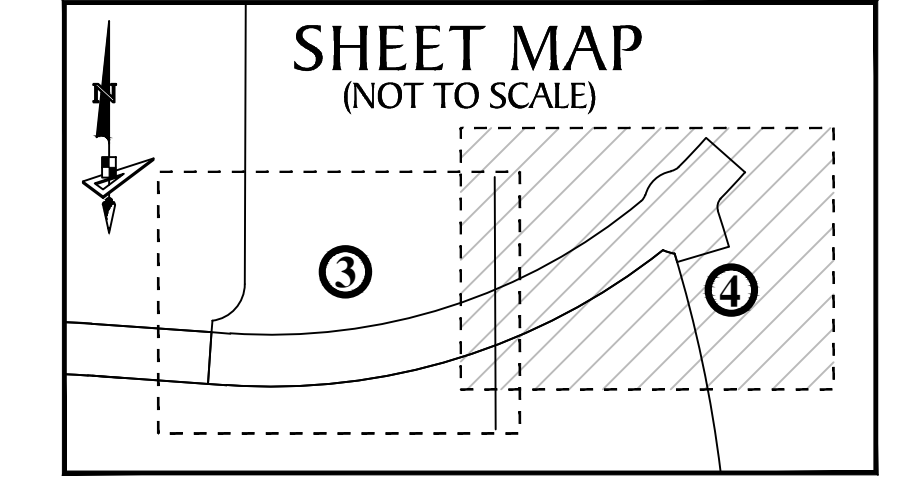
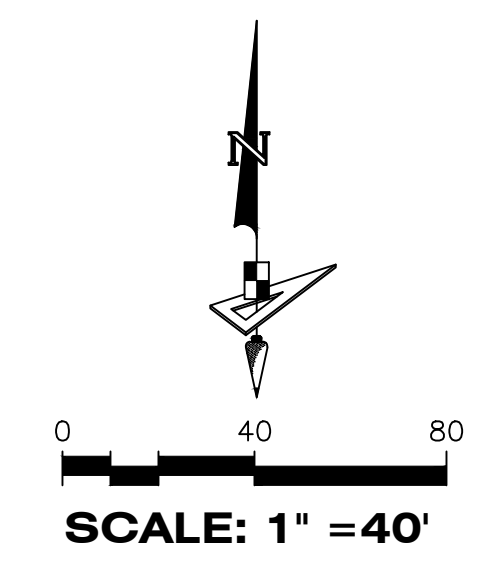
LEGEND	
P.O.B. -----	POINT OF BEGINNING
P.O.C. -----	POINT OF COMMENCEMENT
P.B. -----	PLAT BOOK
R.P.B. -----	ROAD PLAT BOOK
D.B. -----	DEED BOOK
PG./PG(S) -----	PAGE(S)
NAD -----	NORTH AMERICAN DATUM
W.M.T. -----	WATER MANAGEMENT TRACT
O.S.T. -----	OPEN SPACE TRACT
P.B.C. -----	PALM BEACH COUNTY
U.E. -----	UTILITY EASEMENT
5-43-41-----	SECTION-TOWNSHIP-RANGE
R -----	RADIUS
L -----	ARC LENGTH
D -----	DELTA ANGLE
CB -----	CHORD BEARING
C -----	CHORD
CL -----	CENTER LINE OF ROAD
C.C. -----	COMPOUND CURVATURE
R.C. -----	REVERSE CURVATURE
N.T. -----	NON-TANGENT
N.T.C. -----	NON-TANGENT CURVATURE
P.C. -----	POINT OF CURVATURE
P.T. -----	POINT OF TANGENCY
R/W -----	RIGHT-OF-WAY
S.I.D. -----	SEMINOLE IMPROVEMENT DISTRICT
PRM -----	PERMANENT REFERENCE MONUMENT
● -----	PERMANENT CONTROL POINT
□ -----	FOUND PERMANENT REFERENCE MONUMENT
■ -----	SET 4"x4" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 7768"



TOWN CENTER PARKWAY - PHASE III

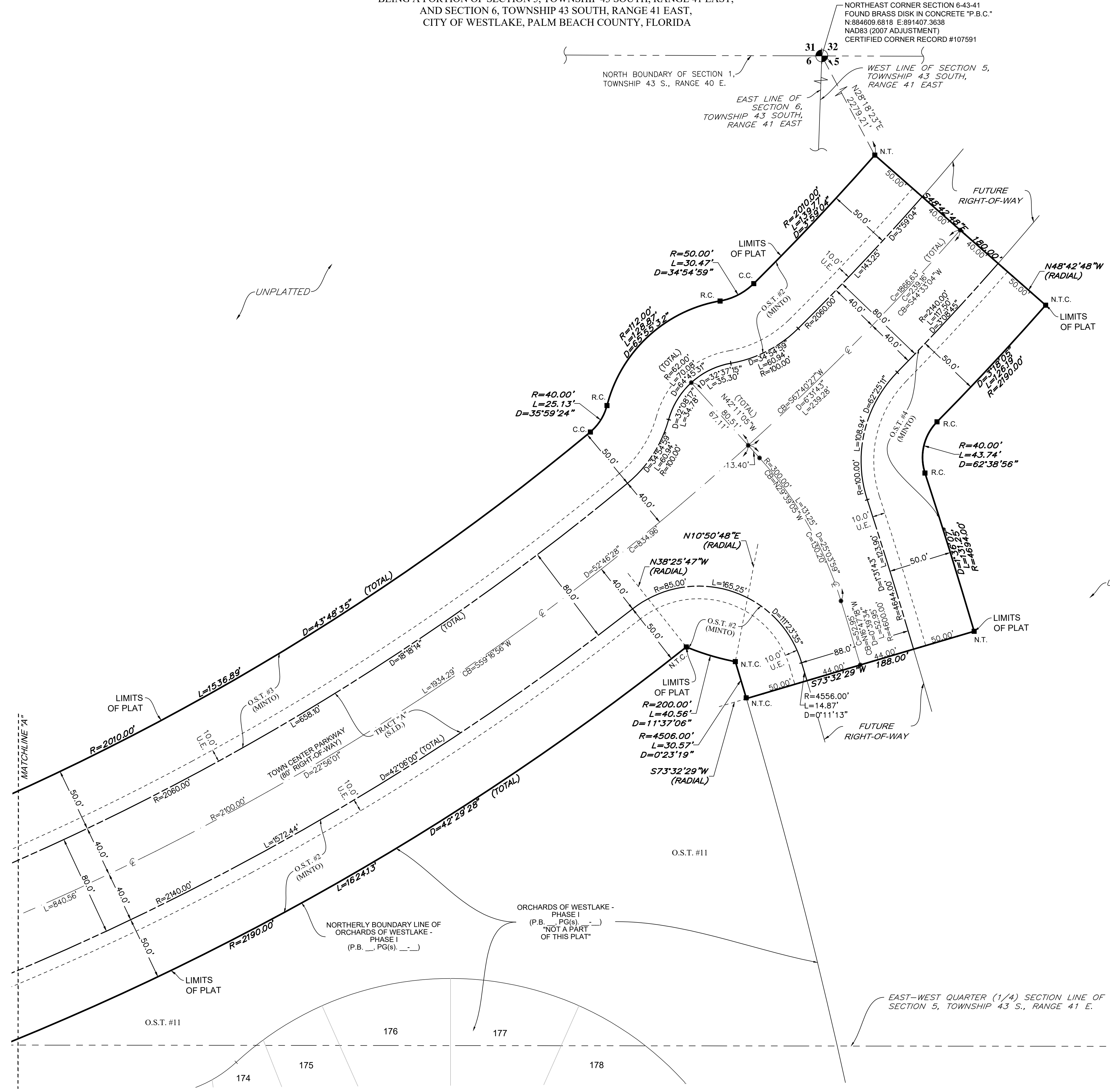
BEING A PORTION OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
AND SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA

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



LEGEND

- P.O.B. ----- POINT OF BEGINNING
- P.O.C. ----- POINT OF COMMENCEMENT
- P.B. ----- PLAT BOOK
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- S.I.D. ----- SEMINOLE IMPROVEMENT DISTRICT
- PRM ----- PERMANENT REFERENCE MONUMENT
- ----- PERMANENT CONTROL POINT
- ----- FOUND PERMANENT REFERENCE MONUMENT
- ----- SET 4"x4" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 7768"



MATCHLINE "A"

UNPLATTED

EAST-WEST QUARTER (1/4) SECTION LINE OF SECTION 5, TOWNSHIP 43 S., RANGE 41 E.

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Sheet No. 4 of 4 Sheets

DESCRIPTION:

BEING A PORTION OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AND SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.89°48'53"E. ALONG THE NORTH BOUNDARY LINE OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, A DISTANCE OF 4641.31 FEET; THENCE S.00°11'07"W. A DISTANCE OF 2682.75 FEET TO THE **POINT OF BEGINNING**; THENCE S.85°56'19" E., A DISTANCE OF 65.82 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 2010.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°48'35", A DISTANCE OF 1536.89 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°59'24", A DISTANCE OF 25.13 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 112.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°55'32", A DISTANCE OF 128.87 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°54'59", A DISTANCE OF 30.47 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 2010.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°59'04", A DISTANCE OF 139.77 FEET TO A NON-TANGENT INTERSECTION; THENCE S.48°42'48" E., A DISTANCE OF 180.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 2190.00 FEET, AND A RADIAL BEARING OF N.48°42'48" W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'05", A DISTANCE OF 126.19 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 40.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°38'56", A DISTANCE OF 43.74 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 4694.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'07", A DISTANCE OF 131.25 FEET TO A NON-TANGENT INTERSECTION; THENCE S.73°32'29" W., A DISTANCE OF 188.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 4506.00 FEET, AND A RADIAL BEARING OF S.73°32'29" W. AT SAID INTERSECTION, SAID INTERSECTION ALSO BEING A POINT ON THE NORTHERLY BOUNDARY LINE OF ORCHARDS OF WESTLAKE - PHASE I, AS RECORDED IN PLAT BOOK _____ PAGES _____, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE BY THE FOLLOWING (4) FOUR COURSE, BEING ALONG SAID NORTHERLY BOUNDARY LINE: 1) THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°23'19", A DISTANCE OF 30.57 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 200.00 FEET, AND A RADIAL BEARING OF N.10°50'48" E. AT SAID INTERSECTION; 2) THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°37'06", A DISTANCE OF 40.56 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 2190.00 FEET, AND A RADIAL BEARING OF N.38°25'47" W. AT SAID INTERSECTION; 3) THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°29'28", A DISTANCE OF 1624.13 FEET TO A POINT OF TANGENCY; 4) THENCE N.85°56'19" W., A DISTANCE OF 65.82 FEET; THENCE N.04°03'38" E., A DISTANCE OF 180.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 384,019 SQUARE FEET OR 8.816 ACRES, MORE OR LESS.

LEGEND

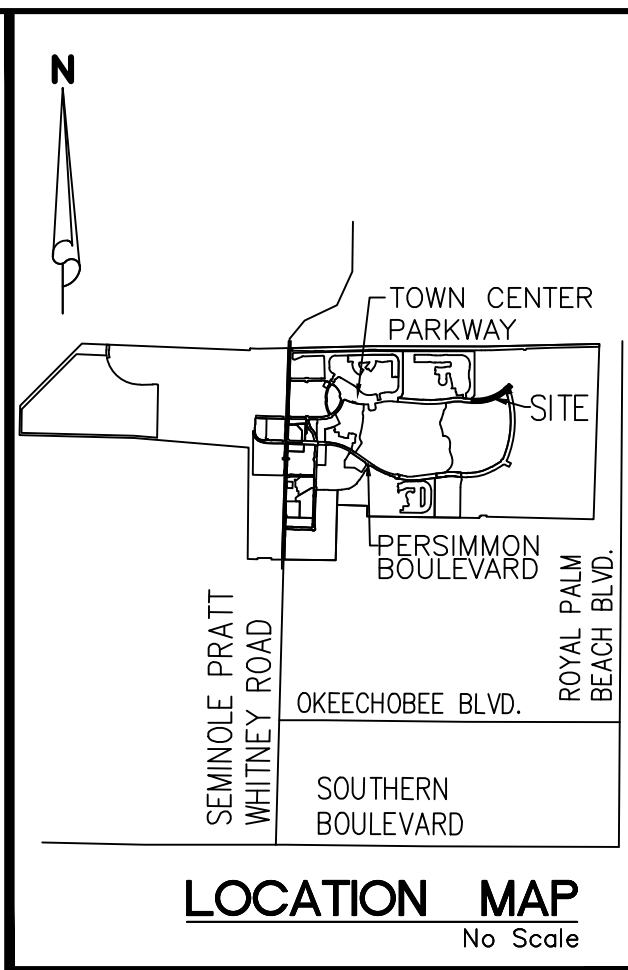
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- N.T. --- NON-TANGENT
- N.T.C. --- NON-TANGENT CURVATURE
- NAD83 --- NORTH AMERICAN DATUM 1983
- FCM --- FOUND CONCRETE MONUMENT
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- PBC --- PALM BEACH COUNTY
- TYP. --- TYPICAL
- EP □ --- ELECTRIC PEDESTAL
- ES □ --- ELECTRIC SWITCH BOX
- IBV ⊗ --- IRRIGATION BUTTERFLY VALVE
- SIR ● --- SET 5/8" IRON ROD LB7768
- --- FOUND PERMANENT REFERENCE MONUMENT LB7768
- EP □ --- ELECTRIC PEDESTAL
- ICV ⊗ --- IRRIGATION CONTROL VALVE
- MW ⊕ --- MONITORING WELL
- W ⊗ --- WATER GATE VALVE
- WBV ⊗ --- WATER BUTTERFLY VALVE
- TOP OF BANK
- EDGE OF WATER

SURVEYOR'S NOTES:

- 1) EASEMENTS, RIGHTS-OF-WAYS, SET BACK LINES, RESERVATIONS, AGREEMENTS AND OTHER SIMILAR MATTERS TAKEN FROM OWNERSHIP AND ENCUMBRANCE REPORT PREPARED BY FOUNDERS TITLE, DATED MAY 11, 2018.
 - 2) 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).
 - 3) 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 S.89°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).
 - 4) 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.
 - 5) 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:
- a) THE 'M' CANAL ROAD RIGHT OF WAY MAP, RECORDED IN ROAD PLAT BOOK 6, PAGE 136.
 - b) BOUNDARY SURVEY OF RESIDENTIAL AT CALLERY JUDGE GROVES, PREPARED BY LIDBERG LAND SURVEYING, INC. (JOB NO.: 04-106-101C), DATED OCTOBER 5, 2007.
 - c) SKETCH OF SURVEY, PREPARED BY S.P. MUSICK, DATED MARCH 5, 1965.
- 6) 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.
 - 7) SID AND SWCD EASEMENTS WITHIN BOUNDARY HAVE BEEN RELEASE PER O.R. 28084, PG. 0985.

EASEMENTS AND OTHER MATTERS AFFECTING TITLE:

1. TERMS, CONDITIONS, RIGHTS AND RESERVATIONS CONTAINED IN THAT AGREEMENT BETWEEN WEST PALM BEACH WATER COMPANY AND INDIAN TRAIL RANCH, INC., RECORDED SEPTEMBER 25, 1956, IN OFFICIAL RECORDS BOOK 1156, PAGE 36 AND THAT DEED BETWEEN INDIAN TRAIL RANCH, INC., AND THE CITY OF WEST PALM BEACH, RECORDED IN OFFICIAL RECORDS BOOK 1156, PAGE 58, TOGETHER WITH AND AFFECTED BY ASSIGNMENT, RECORDED IN OFFICIAL RECORDS BOOK 1854, PAGE 1826 AND AGREEMENT BETWEEN CITY OF WEST PALM BEACH AND CITY NATIONAL BANK OF MIAMI BEACH, TRUSTEE, RECORDED IN OFFICIAL RECORDS BOOK 1854, PAGE 1838, THAT ASSIGNMENT, RECORDED IN OFFICIAL RECORDS BOOK 8405, PAGE 1104 AND BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1854, PAGE 1803, QUIT CLAIM DEED AND AGREEMENT FOR RESERVATION OF RIGHTS, RECORDED IN OFFICIAL RECORDS BOOK 14742, PAGE 1196, AND PARTIAL RELEASE OF EASEMENTS AND RESERVATIONS OF RIGHTS, RECORDED FEBRUARY 3, 2016, IN OFFICIAL RECORDS BOOK 28084, PAGE 985, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
2. INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE SEMINOLE IMPROVEMENT DISTRICT, RECORDED APRIL 26, 2006, IN OFFICIAL RECORDS BOOK 20252, PAGE 184, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
3. MATTERS AS CONTAINED ON THAT CERTAIN PLAT OF TOWN CENTER PARKWAY NORTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 123, PAGE 106, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT, RECORDED AUGUST 13, 2015, IN OFFICIAL RECORDS BOOK 27737, PAGE 15, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
5. NOTICE OF WESTLAKE COMMUNITY FOUNDATION FEE, RECORDED JANUARY 16, 2018, IN OFFICIAL RECORDS BOOK 29588, PAGE 1066 AND CORRECTIVE WESTLAKE COMMUNITY FOUNDATION FEE, RECORDED JANUARY 24, 2018, IN OFFICIAL RECORDS BOOK 29609, PAGE 1177, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
6. DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS FOR WESTLAKE RESIDENCES, RECORDED JANUARY 16, 2018, IN OFFICIAL RECORDS BOOK 29588, PAGE 766, TOGETHER WITH FIRST AMENDMENT TO DECLARATION, RECORDED MAY 1, 2018, IN OFFICIAL RECORDS BOOK 29818, PAGE 284, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
7. COLLATERAL ASSIGNMENT OF DECLARANT RIGHTS BY AND BETWEEN MINTO PBLH, LLC AND WELLS FARGO BANK, NATIONAL ASSOCIATION, RECORDED JANUARY 25, 2018, IN OFFICIAL RECORDS BOOK 29611, PAGE 673, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.



TOWN CENTER PARKWAY - PHASE III BOUNDARY SURVEY

REVISIONS				Prepared For: MINTO COMMUNITIES, LLC
No.	Date	Description	Dwn.	Last Date of Field Survey: 12/11/17
				SURVEYOR'S CERTIFICATE This certifies that a survey of the hereon 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 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Gary A. Rager FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828 Check: GAR P.C.: --- Field Book: --- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404

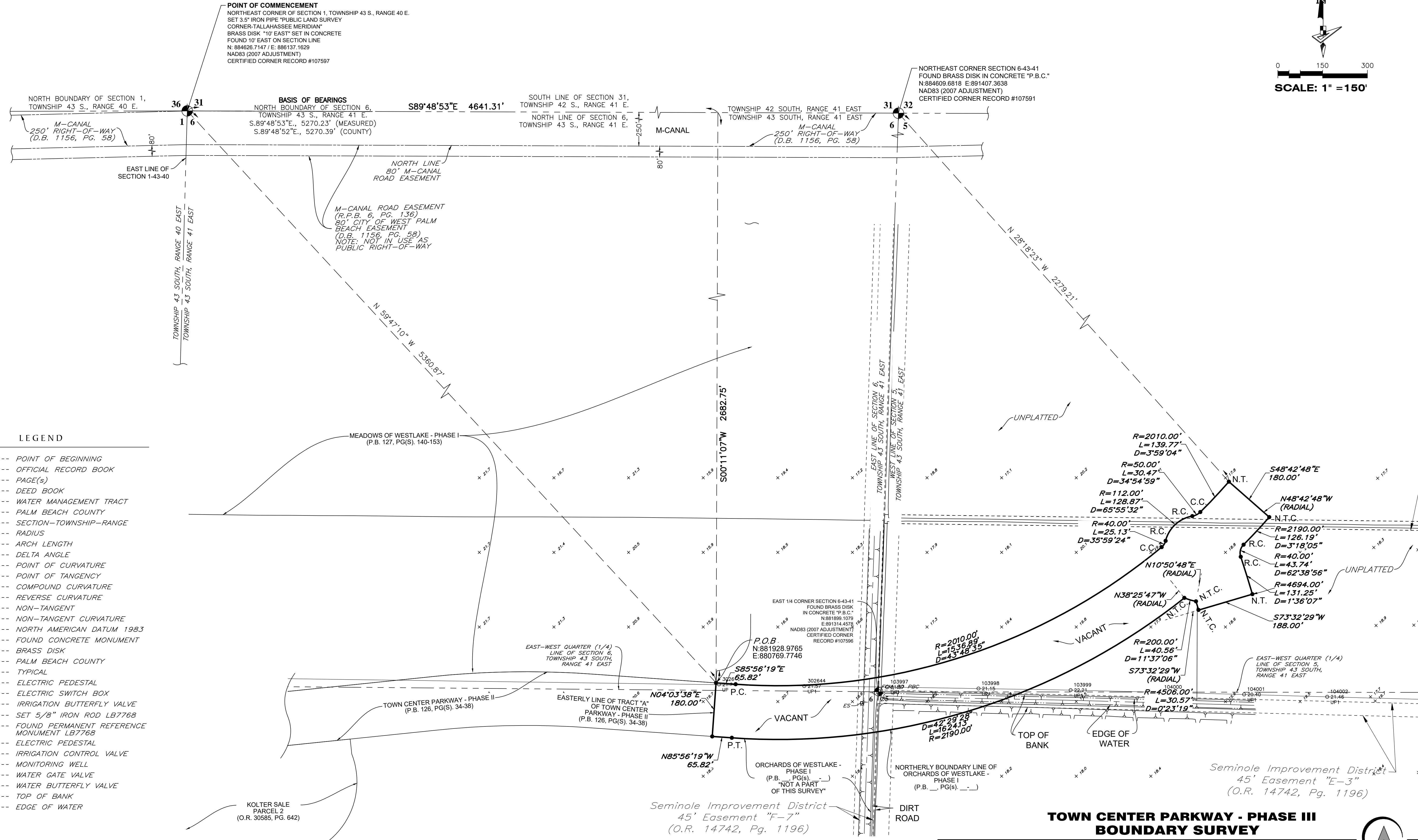
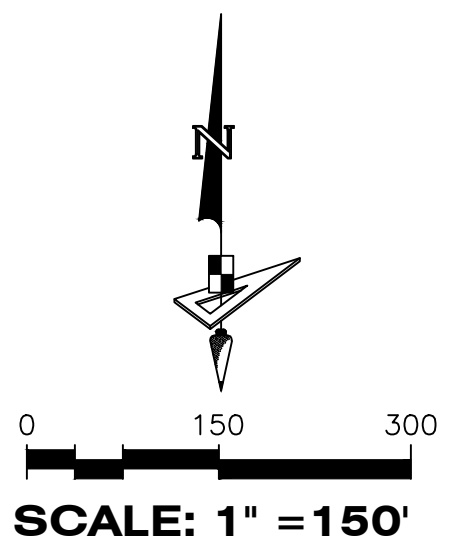
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: SWM Date: 01/09/19 Data File: Westlake TCP_III
Check: GAR P.C.: --- Field Book: ---
Sections: 5, 6, 7 & 8 Twn. 43S Rng. 41E Job #: TCP-PH-III_BS

GeoPoint
Surveying, Inc.

TOWN CENTER PARKWAY - PHASE III

BEING A PLAT OF A PORTION OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
AND SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA

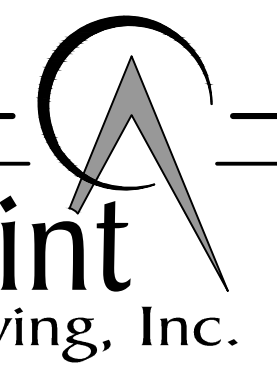


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- TOP OF BANK
- EDGE OF WATER

TOWN CENTER PARKWAY - PHASE III BOUNDARY SURVEY

REVISIONS				Prepared For: MINTO COMMUNITIES, LLC	
No.	Date	Description	Dwn.	Last Date of Field Survey: 12/11/17	



GeoPoint
Surveying, Inc.

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

Drawn: SWM Date: 01/09/19 Data File: Westlake TCP_III
Check: GAR P.C.: Field Book: _____



Meeting Agenda Item Coversheet

MEETING DATE:		April 12, 2021	Submitted By: Engineering	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		A Resolution for the Final Plat Town Center Parkway Phase III		
STAFF RECOMMENDATION: (MOTION READY)		Motion to table Resolution 2021-10 the final Plat for Town Center Parkway Phase III until the May 10, 2021, meeting at the applicant's request.		
SUMMARY and/or JUSTIFICATION:		The City of Westlake has the exclusive jurisdiction to approve the plat pursuant to Florida Statutes, §177.071. 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 requirement under Florida Statutes, Chapter 177. The plat includes 8.816 acres of land. The plat has been reviewed and approved by the City Engineer, SID, and the City Attorney.		
SELECT, if applicable		AGREEMENT:		BUDGET:
		STAFF REPORT:	X	PROCLAMATION:
		EXHIBIT(S):	X	OTHER:
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Agenda Item Cover Sheet Staff Report Resolution Legal Description Plat Boundary Survey Approval Letter(s)		
SELECT, if applicable		RESOLUTION:	X	ORDINANCE:
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i>		A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR TOWN CENTER PARKWAY PHASE III, BEING A PORTION OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AND SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.		
FISCAL IMPACT (if any):				\$

File Attachments for Item:

A. Goals & Objectives

Submitted By: Administration

City of Westlake

Goals and Objectives

Goals	Comments
1. Develop a long term financial plan	Address replacement of Minto funding for City Operations
2. Improve Communications	Address communication issues between the public and staff
3. Improve Recruitment of businesses	Develop a plan for recruiting businesses into the City
4. Development of an Affordable Housing Program	Keep the affordable housing program updated
5. Establish a resource base for workforce development	
6. Develop a rebranding plan for the City.	

File Attachments for Item:

B. Follow up of Charter position review of the City Attorney.

Submitted By: City Council Request



Meeting Agenda Item Coversheet

MEETING DATE:		April 12, 2021	Submitted By: City Council Request	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Follow up of Charter position review of the City Manager.		
STAFF RECOMMENDATION: (MOTION READY)				
SUMMARY and/or JUSTIFICATION:		Request by the City Council to revisit the review and contract of the City Manager after the three-month time frame from the initial review and conflict resolution process.		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Cover sheet Review by Mayor Manning Review by Vice Mayor Long – Robinson Review by Councilwoman Crump Review by Councilman Paul Review by Councilman O'Connor City attorney Contract		
SELECT, if applicable		RESOLUTION:		ORDINANCE:

<p>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u></p>	<p><Enter Short Resolution/Ordinance Title Here></p> <p><ENTER FULL RESOLUTION/ORDINANCE TITLE HERE></p>	
<p>FISCAL IMPACT <i>(if any):</i></p>		<p>\$</p>

City of Westlake Attorney Performance Review



Purpose of Review

The purpose of the annual review process of Charter Officer (City Attorney) conducted by the City Council is to:

1. Strengthen the working relationship between the Council and the City Attorney.
2. Provide a mechanism for regular reviews.
3. Identify performance objectives for the City Attorney.
4. Provide feedback to the City Attorney and identify areas where improvements may be needed.

Frequency

The City Council will review the City Attorney annually. The review process will take place during the budget process and will be completed before the adoption of the annual budget.

Review Procedure

The Review procedure is at the will and the direction of the City Council and may be modified at any time. In general, the review process will include the following steps:

1. The City Council shall set the review schedule annually.
2. The Mayor and Council Members shall complete the one-on-one review form and submit to the City Clerk prior to the review meeting.
3. Each Council member shall meet face to face with the City Attorney prior to the special meeting review session.
4. The results of the individual reviews will be placed on the agenda of the special City Council meeting.
5. The performance review, and any subsequent actions, will be placed in the official City Records.
6. The performance review process is not intended to and shall not be constructed as a re-opening or modification of the City Attorney's existing contract.

City of Westlake Attorney Performance Review



Date: 10/27/2020

Review Period from: _____ To: _____

Submitted by: Mayor Roger Manning

The following pages define significant areas of responsibility for the City Attorney. In each section, examples of performance and responsibilities are articulated to better explain each subject heading. Please rate the Attorney's performance based on the following categories:

0	Unsatisfactory: Fails to meet all expectations	Performance is well below expectations in all areas of responsibility. Serious performance deficiencies that prohibit adequate performance in the position. Should be evaluated for termination of contract.
1	Poor: Fails to meet most expectations	Performance is well below expectations in most areas of responsibility. Serious performance deficiencies that inhibit adequate performance in the position. Should be evaluated for termination of contract.
2	Fair: Meets most expectations	Often fails to meet performance expectations of the position. Performance is generally adequate but is deficient in one or more key areas and will require improvement.
3	Good: Meets expectations	Meets all expectations of the position and is competent in the performance of responsibilities.
4	Very Good: Meets all expectations	Occasionally exceeds performance expectations of the position. Performs the most difficult parts of the job competently and thoroughly. Contributes significant results on their own initiative. Works with a high level of independence, initiative and concern for the quality of the service produced by the organization.
5	Excellent: Exceeds all expectations	Overall skills and abilities greatly exceed the expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Occasionally receives outstanding results beyond scope of the performance plan in some key areas of responsibility over entire performance period.
6	Outstanding: Far Exceeds all expectations	Overall skills and abilities far exceed all expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Delivers consistently outstanding results beyond scope of the performance plan over entire period. Anticipates needs and executes plans flawlessly.

1. **Communication:** Effectively communicates (orally and in writing) complex issues to government officials, the press and the public where diverse viewpoints and goals exist. Ensures that Council members receive important information in a timely and effective manner. Presents the Council and community with clear and accurate written reports and correspondence. Responds to correspondence, requests and complaints quickly and appropriately. Facilitates open two-way communication and encourages mutual honesty and respect with the community, Council, City Manager, and staff.

4.5
_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

2. **Job Knowledge:** Possesses and applies a comprehensive understanding and knowledge of the City Charter, Code of Ordinances, Code of Ethics and Florida Statutes. Applies effective litigation skills before trial and appellate level courts and administrative agencies. Has an extensive understanding of legal issues faced by local governments. Has the ability to effectively formulate and advance legal strategies that further the goals of the City.

4.5
_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

3. **Professionalism:** Deals effectively and appropriately with the public and other organizations. Devotes time and energy to the job. Demonstrates high ethical standards in the organization. Works to keep politics and personal perspectives out of the decision-making process. Stays active in professional organizations.

_____ 6-Outstanding _____ 5-Excellent 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

4. **Management:** Effective in the management, supervisory and interpersonal skills in the context of both a law office and organization, including the ability to establish and maintain effective working relationships with City Manager, City Council, Contract Departments, other government officials, boards and committees, and the general public. Creates a collaborative, team building, environment. Recognizes the accomplishments of contract staff and other agencies working on behalf of the City. Supports professional growth and opportunity within the organization. Accepts full accountability for staff and the outcome of City projects or decisions. Identifies organizational problems and takes remedial action.

_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

4. **Relationship with Council:** Demonstrates a positive and trusting relationship with Council, both as a group and individually, by acting as an advisor to them on legal issues as they arise.

_____ 6-Outstanding 5-Excellent _____ 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

5. **Relationship with the Community:** Understands general community issues and concerns. Remains involved and active in the community, represents the City well and in a professional and positive manner. Works effectively with the media and press, community organizations and other agencies.

_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

6. **Relationship with City Manager and Department Heads:** Demonstrates a positive legal consultative relationship with the City Manager and Department Heads in their pursuit of meeting the goals and objectives of the City.

_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

7. **Completion of Work:** Completes work assignments within reasonable or set time frames. (In this context, "reasonable" means a time frame which is acceptable to Council in terms of their priorities, and in consideration of the attorney's ongoing workload.)

_____ 6-Outstanding _____ 5-Excellent 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

Achievements: Identify a few of the top achievements or strong points you observed in the City Attorney over the past year.

Comments:

Communicates well with the city council.

Objectives: List two-to-three performance objectives that you feel are important for the City Attorney to work on for the coming year.

Comments:

Work more closely with the City Manager.

City of Westlake Attorney Performance Review



Date: 10/26/2020

Review Period from: 2016 To: 2020

Submitted by: Katrina Long Robinson - Seat 4

The following pages define significant areas of responsibility for the City Attorney. In each section, examples of performance and responsibilities are articulated to better explain each subject heading. Please rate the Attorney's performance based on the following categories:

0	Unsatisfactory: Fails to meet all expectations	Performance is well below expectations in all areas of responsibility. Serious performance deficiencies that prohibit adequate performance in the position. Should be evaluated for termination of contract.
1	Poor: Fails to meet most expectations	Performance is well below expectations in most areas of responsibility. Serious performance deficiencies that inhibit adequate performance in the position. Should be evaluated for termination of contract.
2	Fair: Meets most expectations	Often fails to meet performance expectations of the position. Performance is generally adequate but is deficient in one or more key areas and will require improvement.
3	Good: Meets expectations	Meets all expectations of the position and is competent in the performance of responsibilities.
4	Very Good: Meets all expectations	Occasionally exceeds performance expectations of the position. Performs the most difficult parts of the job competently and thoroughly. Contributes significant results on their own initiative. Works with a high level of independence, initiative and concern for the quality of the service produced by the organization.
5	Excellent: Exceeds all expectations	Overall skills and abilities greatly exceed the expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Occasionally receives outstanding results beyond scope of the performance plan in some key areas of responsibility over entire performance period.
6	Outstanding: Far Exceeds all expectations	Overall skills and abilities far exceed all expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Delivers consistently outstanding results beyond scope of the performance plan over entire period. Anticipates needs and executes plans flawlessly.

City of Westlake Attorney Performance Review



Purpose of Review

The purpose of the annual review process of Charter Officer (City Attorney) conducted by the City Council is to:

1. Strengthen the working relationship between the Council and the City Attorney.
2. Provide a mechanism for regular reviews.
3. Identify performance objectives for the City Attorney.
4. Provide feedback to the City Attorney and identify areas where improvements may be needed.

Frequency

The City Council will review the City Attorney annually. The review process will take place during the budget process and will be completed before the adoption of the annual budget.

Review Procedure

The Review procedure is at the will and the direction of the City Council and may be modified at any time. In general, the review process will include the following steps:

1. The City Council shall set the review schedule annually.
2. The Mayor and Council Members shall complete the one-on-one review form and submit to the City Clerk prior to the review meeting.
3. Each Council member shall meet face to face with the City Attorney prior to the special meeting review session.
4. The results of the individual reviews will be placed on the agenda of the special City Council meeting.
5. The performance review, and any subsequent actions, will be placed in the official City Records.
6. The performance review process is not intended to and shall not be constructed as a re-opening or modification of the City Attorney's existing contract.

1. **Communication:** Effectively communicates (orally and in writing) complex issues to government officials, the press and the public where diverse viewpoints and goals exist. Ensures that Council members receive important information in a timely and effective manner. Presents the Council and community with clear and accurate written reports and correspondence. Responds to correspondence, requests and complaints quickly and appropriately. Facilitates open two-way communication and encourages mutual honesty and respect with the community, Council, City Manager, and staff.

___ 6-Outstanding ___ 5-Excellent ___ 4-Very Good ___ 3-Good ___ 2-Fair
___ 1-Poor ___ 0-Unsatisfactory

Comments:

2. **Job Knowledge:** Possesses and applies a comprehensive understanding and knowledge of the City Charter, Code of Ordinances, Code of Ethics and Florida Statutes. Applies effective litigation skills before trial and appellate level courts and administrative agencies. Has an extensive understanding of legal issues faced by local governments. Has the ability to effectively formulate and advance legal strategies that further the goals of the City.

___ 6-Outstanding ___ 5-Excellent ___ 4-Very Good ___ 3-Good ___ 2-Fair
___ 1-Poor ___ 0-Unsatisfactory

Comments:

3. **Professionalism:** Deals effectively and appropriately with the public and other organizations. Devotes time and energy to the job. Demonstrates high ethical standards in the organization. Works to keep politics and personal perspectives out of the decision-making process. Stays active in professional organizations.

____ 6-Outstanding ____ 5-Excellent ____ 4-Very Good ____ 3-Good ____ 2-Fair ____ 1-Poor ____ 0-Unsatisfactory

Comments:

4. **Management:** Effective in the management, supervisory and interpersonal skills in the context of both a law office and organization, including the ability to establish and maintain effective working relationships with City Manager, City Council, Contract Departments, other government officials, boards and committees, and the general public. Creates a collaborative, team building, environment. Recognizes the accomplishments of contract staff and other agencies working on behalf of the City. Supports professional growth and opportunity within the organization. Accepts full accountability for staff and the outcome of City projects or decisions. Identifies organizational problems and takes remedial action.

____ 6-Outstanding ____ 5-Excellent ____ 4-Very Good ____ 3-Good ____ 2-Fair ____ 1-Poor ____ 0-Unsatisfactory

Comments:

4. **Relationship with Council:** Demonstrates a positive and trusting relationship with Council, both as a group and individually, by acting as an advisor to them on legal issues as they arise.

___ 6-Outstanding ___ 5-Excellent ___ 4-Very Good ___ 3-Good ___ 2-Fair
___ 1-Poor ___ 0-Unsatisfactory

Comments:

5. **Relationship with the Community:** Understands general community issues and concerns. Remains involved and active in the community, represents the City well and in a professional and positive manner. Works effectively with the media and press, community organizations and other agencies.

___ 6-Outstanding ___ 5-Excellent ___ 4-Very Good ___ 3-Good ___ 2-Fair
___ 1-Poor ___ 0-Unsatisfactory

Comments:

6. **Relationship with City Manager and Department Heads:** Demonstrates a positive legal consultative relationship with the City Manager and Department Heads in their pursuit of meeting the goals and objectives of the City.

___ 6-Outstanding ___ 5-Excellent ___ 4-Very Good ___ 3-Good ___ 2-Fair
___ 1-Poor ___ 0-Unsatisfactory

Comments:

7. **Completion of Work:** Completes work assignments within reasonable or set time frames. (In this context, "reasonable" means a time frame which is acceptable to Council in terms of their priorities, and in consideration of the attorney's ongoing workload.)

6-Outstanding 5-Excellent 4-Very Good 3-Good 2-Fair

1-Poor 0-Unsatisfactory

Comments:

Achievements: Identify a few of the top achievements or strong points you observed in the City Attorney over the past year.

Comments:

Objectives: List two-to-three performance objectives that you feel are important for the City Attorney to work on for the coming year.

Comments:

Achievements:

- City Attorney has been successful in implementing ordinances and resolutions as directed by council and CM.
- City Attorney follows up effectively with requests made by council.
- City Attorney answers questions in a timely manner as it relates legal advice.
- City Attorney works to prevent legal issues from occurring.

Objectives:

- Work to minimize legal cost by limiting task to those regarding legal issues and utilizing City- in house staff as much as possible.
- Work to be impartial and objective in recognizing legal issues.
- CA work to possess and provide an efficient and effective knowledge of the City's Municipal Code and regulations.
- Work to avoid delays for City of Westlake development projects.
- Work to build and maintain effectively working relationships among and management.

City of Westlake Attorney Performance Review



Date: October 26, 2020

Review Period from: June 16, 2016 **To:** October 25, 2020

Submitted by: Councilwoman Kara Crump

The following pages define significant areas of responsibility for the City Attorney. In each section, examples of performance and responsibilities are articulated to better explain each subject heading. Please rate the Attorney's performance based on the following categories:

0	Unsatisfactory: Fails to meet all expectations	Performance is well below expectations in all areas of responsibility. Serious performance deficiencies that prohibit adequate performance in the position. Should be evaluated for termination of contract.
1	Poor: Fails to meet most expectations	Performance is well below expectations in most areas of responsibility. Serious performance deficiencies that inhibit adequate performance in the position. Should be evaluated for termination of contract.
2	Fair: Meets most expectations	Often fails to meet performance expectations of the position. Performance is generally adequate but is deficient in one or more key areas and will require improvement.
3	Good: Meets expectations	Meets all expectations of the position and is competent in the performance of responsibilities.
4	Very Good: Meets all expectations	Occasionally exceeds performance expectations of the position. Performs the most difficult parts of the job competently and thoroughly. Contributes significant results on their own initiative. Works with a high level of independence, initiative and concern for the quality of the service produced by the organization.
5	Excellent: Exceeds all expectations	Overall skills and abilities greatly exceed the expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Occasionally receives outstanding results beyond scope of the performance plan in some key areas of responsibility over entire performance period.
6	Outstanding: Far Exceeds all expectations	Overall skills and abilities far exceed all expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Delivers consistently outstanding results beyond scope of the performance plan over entire period. Anticipates needs and executes plans flawlessly.

1. **Communication:** Effectively communicates (orally and in writing) complex issues to government officials, the press and the public where diverse viewpoints and goals exist. Ensures that Council members receive important information in a timely and effective manner. Presents the Council and community with clear and accurate written reports and correspondence. Responds to correspondence, requests and complaints quickly and appropriately. Facilitates open two-way communication and encourages mutual honesty and respect with the community, Council, City Manager, and staff.

_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good _____ 3-Good ___X___ 2-Fair
____ 1-Poor _____ 0-Unsatisfactory

Comments:

There have been a couple of meetings where the agenda briefing by the City Attorney changed to be more about the conflict between the City Manager . I would like to see better communication between the City Attorney and City Manager.

2. **Job Knowledge:** Possesses and applies a comprehensive understanding and knowledge of the City Charter, Code of Ordinances, Code of Ethics and Florida Statutes. Applies effective litigation skills before trial and appellate level courts and administrative agencies. Has an extensive understanding of legal issues faced by local governments. Has the ability to effectively formulate and advance legal strategies that further the goals of the City.

_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good _____ 3-Good ___X___ 2-Fair
____ 1-Poor _____ 0-Unsatisfactory

Comments:

I have become very confused by the advice being presented to the Council. Items that were once clear now seem to be clouded with a lot of confusion and controversy. The City Attorney usually presents legal items with clarity and that is a strength.

3. **Professionalism:** Deals effectively and appropriately with the public and other organizations. Devotes time and energy to the job. Demonstrates high ethical standards in the organization. Works to keep politics and personal perspectives out of the decision-making process. Stays active in professional organizations.

____ 6-Outstanding ____ 5-Excellent ____ 4-Very Good 3-Good ____ 2-Fair
____ 1-Poor ____ 0-Unsatisfactory

Comments:

The City Attorney has done a good job representing the City in public meetings and other organizations. I would like improvements to keep personal perspectives out of the decision making process.

4. **Management:** Effective in the management, supervisory and interpersonal skills in the context of both a law office and organization, including the ability to establish and maintain effective working relationships with City Manager, City Council, Contract Departments, other government officials, boards and committees, and the general public. Creates a collaborative, team building, environment. Recognizes the accomplishments of contract staff and other agencies working on behalf of the City. Supports professional growth and opportunity within the organization. Accepts full accountability for staff and the outcome of City projects or decisions. Identifies organizational problems and takes remedial action.

____ 6-Outstanding ____ 5-Excellent ____ 4-Very Good 3-Good ____ 2-Fair
____ 1-Poor ____ 0-Unsatisfactory

Comments:

The City Attorney needs improvement to build teamwork within the city administration.

4. **Relationship with Council:** Demonstrates a positive and trusting relationship with Council, both as a group and individually, by acting as an advisor to them on legal issues as they arise. _____

6-Outstanding _____ 5-Excellent _____ 4-Very Good 3-Good _____ 2-Fair _____
1-Poor _____ 0-Unsatisfactory

Comments:

The relationship with the City Attorney has been good with me.

5. **Relationship with the Community:** Understands general community issues and concerns. Remains involved and active in the community, represents the City well and in a professional and positive manner. Works effectively with the media and press, community organizations and other agencies.

_____ 6-Outstanding _____ 5-Excellent 4-Very Good _____ 3-Good _____ 2-Fair _____
1-Poor _____ 0-Unsatisfactory

Comments:

The City Attorney has always made a good effort to have good relationships with the residents and other members of the public.

6. **Relationship with City Manager and Department Heads:** Demonstrates a positive legal consultative relationship with the City Manager and Department Heads in their pursuit of meeting the goals and objectives of the City.

_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good _____ 3-Good _____ 2-Fair _____
 1-Poor _____ 0-Unsatisfactory

Comments:

I feel recently the relationship between the City Attorney and City Manager has become unprofessional. This appears to maybe be creating a difficult working environment that could harm the city moving forward.

7. **Completion of Work:** Completes work assignments within reasonable or set time frames. (In this context, "reasonable" means a time frame which is acceptable to Council in terms of their priorities, and in consideration of the attorney's ongoing workload.)

6-Outstanding 5-Excellent 4-Very Good 3-Good 2-Fair
 1-Poor 0-Unsatisfactory

Comments:

The City Attorney does a good job at meeting the council priorities. However, I would like to make sure that mistakes are not made like the Ordinance issues with the election occur again.

Achievements: Identify a few of the top achievements or strong points you observed in the City Attorney over the past year.

Comments:

The City Attorney is professional with the public and representing the City in organizations and has built good relationships with the Council.

Objectives: List two-to-three performance objectives that you feel are important for the City Attorney to work on for the coming year.

Comments:

THE CITY ATTORNEY NEEDS TO IMPROVE HER RELATIONSHIP WITH THE CITY MANAGER

Need to seek resolution of issues before bringing items to the City Council

City of Westlake Attorney Performance Review



Purpose of Review

The purpose of the annual review process of Charter Officer (City Attorney) conducted by the City Council is to:

1. Strengthen the working relationship between the Council and the City Attorney.
2. Provide a mechanism for regular reviews.
3. Identify performance objectives for the City Attorney.
4. Provide feedback to the City Attorney and identify areas where improvements may be needed.

Frequency

The City Council will review the City Attorney annually. The review process will take place during the budget process and will be completed before the adoption of the annual budget.

Review Procedure

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4. The results of the individual reviews will be placed on the agenda of the special City Council meeting.
5. The performance review, and any subsequent actions, will be placed in the official City Records.
6. The performance review process is not intended to and shall not be constructed as a re-opening or modification of the City Attorney's existing contract.

City of Westlake Attorney Performance Review



Date: 10/26/2020

Review Period from: 4/2020 To: 10/2020

Submitted by: Councilman Patric Paul

The following pages define significant areas of responsibility for the City Attorney. In each section, examples of performance and responsibilities are articulated to better explain each subject heading. Please rate the Attorney's performance based on the following categories:

0	Unsatisfactory: Fails to meet all expectations	Performance is well below expectations in all areas of responsibility. Serious performance deficiencies that prohibit adequate performance in the position. Should be evaluated for termination of contract.
1	Poor: Fails to meet most expectations	Performance is well below expectations in most areas of responsibility. Serious performance deficiencies that inhibit adequate performance in the position. Should be evaluated for termination of contract.
2	Fair: Meets most expectations	Often fails to meet performance expectations of the position. Performance is generally adequate but is deficient in one or more key areas and will require improvement.
3	Good: Meets expectations	Meets all expectations of the position and is competent in the performance of responsibilities.
4	Very Good: Meets all expectations	Occasionally exceeds performance expectations of the position. Performs the most difficult parts of the job competently and thoroughly. Contributes significant results on their own initiative. Works with a high level of independence, initiative and concern for the quality of the service produced by the organization.
5	Excellent: Exceeds all expectations	Overall skills and abilities greatly exceed the expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Occasionally receives outstanding results beyond scope of the performance plan in some key areas of responsibility over entire performance period.
6	Outstanding: Far Exceeds all expectations	Overall skills and abilities far exceed all expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Delivers consistently outstanding results beyond scope of the performance plan over entire period. Anticipates needs and executes plans flawlessly.

1. **Communication:** Effectively communicates (orally and in writing) complex issues to government officials, the press and the public where diverse viewpoints and goals exist. Ensures that Council members receive important information in a timely and effective manner. Presents the Council and community with clear and accurate written reports and correspondence. Responds to correspondence, requests and complaints quickly and appropriately. Facilitates open two-way communication and encourages mutual honesty and respect with the community, Council, City Manager, and staff.

6-Outstanding 5-Excellent 4-Very Good 3-Good 2-Fair
 1-Poor 0-Unsatisfactory

Comments: Ms. Booker has been very transparent and reliable in explaining pending legal issues in a timely manner. She explains in terms of what is always in the best interest of the City of Westlake. She provides information in manner that provides council members the opportunity to make intelligent decisions.

2. **Job Knowledge:** Possesses and applies a comprehensive understanding and knowledge of the City Charter, Code of Ordinances, Code of Ethics and Florida Statutes. Applies effective litigation skills before trial and appellate level courts and administrative agencies. Has an extensive understanding of legal issues faced by local governments. Has the ability to effectively formulate and advance legal strategies that further the goals of the City.

6-Outstanding 5-Excellent 4-Very Good 3-Good 2-Fair
 1-Poor 0-Unsatisfactory

Comments: Ms. Booker has demonstrated on many occasions that she is extremely competent in her role as City Attorney. She has extensive knowledge of all legal matters relevant to the operation of a city.

3. **Professionalism:** Deals effectively and appropriately with the public and other organizations. Devotes time and energy to the job. Demonstrates high ethical standards in the organization. Works to keep politics and personal perspectives out of the decision-making process. Stays active in professional organizations.

_____ 6-Outstanding X 5-Excellent _____ 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments: Ms. Booker conducts herself in a professional manner. She is able to keep her composure in extremely challenging situations.

4. **Management:** Effective in the management, supervisory and interpersonal skills in the context of both a law office and organization, including the ability to establish and maintain effective working relationships with City Manager, City Council, Contract Departments, other government officials, boards and committees, and the general public. Creates a collaborative, team building, environment. Recognizes the accomplishments of contract staff and other agencies working on behalf of the City. Supports professional growth and opportunity within the organization. Accepts full accountability for staff and the outcome of City projects or decisions. Identifies organizational problems and takes remedial action.

_____ 6-Outstanding X 5-Excellent _____ 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments: Ms. Booker works very diligently to find a compromise on very challenging situations. She has kept the best interest of the City of Westlake in plain view.

4. **Relationship with Council:** Demonstrates a positive and trusting relationship with Council, both as a group and individually, by acting as an advisor to them on legal issues as they arise.

6-Outstanding 5-Excellent 4-Very Good 3-Good 2-Fair
 1-Poor 0-Unsatisfactory

Comments: Ms. Booker does an outstanding job in managing relationships with all the council members. She explains all legal matters in a very concise manner.

5. **Relationship with the Community:** Understands general community issues and concerns. Remains involved and active in the community, represents the City well and in a professional and positive manner. Works effectively with the media and press, community organizations and other agencies.

6-Outstanding 5-Excellent 4-Very Good 3-Good 2-Fair
 1-Poor 0-Unsatisfactory

Comments:

6. **Relationship with City Manager and Department Heads:** Demonstrates a positive legal consultative relationship with the City Manager and Department Heads in their pursuit of meeting the goals and objectives of the City.

6-Outstanding 5-Excellent 4-Very Good 3-Good 2-Fair
 1-Poor 0-Unsatisfactory

Comments: There is oftentimes friction within the city staff, but Ms. Booker does a great job in working to resolve any issues.

7. **Completion of Work:** Completes work assignments within reasonable or set time frames. (In this context, "reasonable" means a time frame which is acceptable to Council in terms of their priorities, and in consideration of the attorney's ongoing workload.)

6-Outstanding 5-Excellent 4-Very Good 3-Good 2-Fair
 1-Poor 0-Unsatisfactory

Comments: The council has always been provided with information in a timely manner. She does a great job in keeping council members updated for every meeting.

Achievements: Identify a few of the top achievements or strong points you observed in the City Attorney over the past year.

Comments: 1. Ms. Booker has gone above and beyond to inform Council of any legal issues regarding the City of Westlake.
 2. She has been very vigilant in her oversight of City Ordinances.

Objectives: List two-to-three performance objectives that you feel are important for the City Attorney to work on for the coming year.

Comments: Please work on better communication with Seminole Improvement District.

City of Westlake Attorney Performance Review



Purpose of Review

The purpose of the annual review process of Charter Officer (City Attorney) conducted by the City Council is to:

1. Strengthen the working relationship between the Council and the City Attorney.
2. Provide a mechanism for regular reviews.
3. Identify performance objectives for the City Attorney.
4. Provide feedback to the City Attorney and identify areas where improvements may be needed.

Frequency

The City Council will review the City Attorney annually. The review process will take place during the budget process and will be completed before the adoption of the annual budget.

Review Procedure

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3. Each Council member shall meet face to face with the City Attorney prior to the special meeting review session.
4. The results of the individual reviews will be placed on the agenda of the special City Council meeting.
5. The performance review, and any subsequent actions, will be placed in the official City Records.
6. The performance review process is not intended to and shall not be constructed as a re-opening or modification of the City Attorney's existing contract.

City of Westlake Attorney Performance Review



Date: 10-26-2020

Review Period from: April 2020 **To:** 10-26-2020

Submitted by: JohnPaul O'Connor Councilman Seat 3

The following pages define significant areas of responsibility for the City Attorney. In each section, examples of performance and responsibilities are articulated to better explain each subject heading. Please rate the Attorney's performance based on the following categories:

0	Unsatisfactory: Fails to meet all expectations	Performance is well below expectations in all areas of responsibility. Serious performance deficiencies that prohibit adequate performance in the position. Should be evaluated for termination of contract.
1	Poor: Fails to meet most expectations	Performance is well below expectations in most areas of responsibility. Serious performance deficiencies that inhibit adequate performance in the position. Should be evaluated for termination of contract.
2	Fair: Meets most expectations	Often fails to meet performance expectations of the position. Performance is generally adequate but is deficient in one or more key areas and will require improvement.
3	Good: Meets expectations	Meets all expectations of the position and is competent in the performance of responsibilities.
4	Very Good: Meets all expectations	Occasionally exceeds performance expectations of the position. Performs the most difficult parts of the job competently and thoroughly. Contributes significant results on their own initiative. Works with a high level of independence, initiative and concern for the quality of the service produced by the organization.
5	Excellent: Exceeds all expectations	Overall skills and abilities greatly exceed the expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Occasionally receives outstanding results beyond scope of the performance plan in some key areas of responsibility over entire performance period.
6	Outstanding: Far Exceeds all expectations	Overall skills and abilities far exceed all expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Delivers consistently outstanding results beyond scope of the performance plan over entire period. Anticipates needs and executes plans flawlessly.

1. **Communication:** Effectively communicates (orally and in writing) complex issues to government officials, the press and the public where diverse viewpoints and goals exist. Ensures that Council members receive important information in a timely and effective manner. Presents the Council and community with clear and accurate written reports and correspondence. Responds to correspondence, requests and complaints quickly and appropriately. Facilitates open two-way communication and encourages mutual honesty and respect with the community, Council, City Manager, and staff.

_____ 6-Outstanding _____ 5-Excellent 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

Ms. Booker communicates effectively with me. There is always room for improvement.

2. **Job Knowledge:** Possesses and applies a comprehensive understanding and knowledge of the City Charter, Code of Ordinances, Code of Ethics and Florida Statutes. Applies effective litigation skills before trial and appellate level courts and administrative agencies. Has an extensive understanding of legal issues faced by local governments. Has the ability to effectively formulate and advance legal strategies that further the goals of the City.

_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

Ms. Booker is by all accounts is a knowledgeable and capable jurist and counselor. However I have observed some procedural inconsistencies where she has failed to properly advise council in regards to procedure at crucial times. Furthermore we have had to have some matters brought before the council after the fact in order to cure the appearance of any potential sunshine violations.

3. **Professionalism:** Deals effectively and appropriately with the public and other organizations. Devotes time and energy to the job. Demonstrates high ethical standards in the organization. Works to keep politics and personal perspectives out of the decision-making process. Stays active in professional organizations.

_____ 6-Outstanding _____ 5-Excellent x 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

The above is broken into five key points. I would say the City Attorney excels at three out of the five key points. There is much room for improvement in the other two.

4. **Management:** Effective in the management, supervisory and interpersonal skills in the context of both a law office and organization, including the ability to establish and maintain effective working relationships with City Manager, City Council, Contract Departments, other government officials, boards and committees, and the general public. Creates a collaborative, team building, environment. Recognizes the accomplishments of contract staff and other agencies working on behalf of the City. Supports professional growth and opportunity within the organization. Accepts full accountability for staff and the outcome of City projects or decisions. Identifies organizational problems and takes remedial action.

_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good x 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

I feel there is miles of room for improvement here. Ms Booker appears to be at the center of every contentious issue and controversy Involving The City Manager, permit applicants, special district, land owners etc...

4. **Relationship with Council:** Demonstrates a positive and trusting relationship with Council, both as a group and individually, by acting as an advisor to them on legal issues as they arise.

_____ 6-Outstanding _____ 5-Excellent x 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

By all accounts Ms. Bookers relationship with me is very good and it appears she has a great relationship with the rest of council.

5. **Relationship with the Community:** Understands general community issues and concerns. Remains involved and active in the community, represents the City well and in a professional and positive manner. Works effectively with the media and press, community organizations and other agencies.

_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good x 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

City Attorney actually lives in the City Of Westlake, and is highly involved in community outreach at the county level. In regards to working effectively with media and press I was disheartened to hear that when floated a couple questions from press, the City Attorney responded stating she "would look into it" but then ultimately failed to respond entirely.

6. **Relationship with City Manager and Department Heads:** Demonstrates a positive legal consultative relationship with the City Manager and Department Heads in their pursuit of meeting the goals and objectives of the City.

_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good _____ 3-Good x 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

Relationships with department heads appears to be adequate with the exception of the City Manager. Ms. Bookers relationship with The City manager is presented to be contentious and even caprecious at times. If this question was broken down into two parts I would absolutely have to rate relationship with City Manager as 0-Unsatisfactory

7. **Completion of Work:** Completes work assignments within reasonable or set time frames. (In this context, "reasonable" means a time frame which is acceptable to Council in terms of their priorities, and in consideration of the attorney's ongoing workload.)

_____ 6-Outstanding _____ 5-Excellent x 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

City Attorney has stated to me that she has never missed a deadline and usually has work uploaded well ahead of the deadline. I do have concerns with the size of the legal budget and the implementation of outside council. For instance Ms. Booker engaged outside counsel and we individually sat through an hour long presentation by outside counsel only to have to again sit through the exact same presentation as a group on the dais . I feel we could have benefited from sitting through the presentation as a group the first time. perhaps some of my questions were not thought of by my colleagues on the council and vice versa. We simply perform better as a group. Not to mention the money the city would have saved with a single presentation Vs Six. Ms. Booker reconciles the size of her budget with the fact that the city has "100% of her attention and resources" as our full time city attorney. and that her Budget amount includes normal benefits provided such as Health Insurance and 401K.

Achievements: Identify a few of the top achievements or strong points you observed in the City Attorney over the past year.

Comments:

Ive observed the passing of ordinances as achievements. However, I was actually really disappointed here. In my private interview with Ms. Booker she couldn't identify in the last 12 months a single item she would call a "Top Achievement". There were many items that were still ongoing or future objectives but not a single "great achievement to reference"

Objectives: List two-to-three performance objectives that you feel are important for the City Attorney to work on for the coming year.

Comments:

Top objective is, I would like to see a dynamic shift in Ms. Bookers relationship with the City Manager. The "in-fighting" between departments I feel is extremely counter productive to the City's health and prosperity.

Another objective is Id like to see the City Attorneys focus shift away from drafting or influencing policy and narrow to legal counsel alone. For example when I asked Ms. Booker what her "Top Objective" was for next year she said and I quote "In regards to the HAPPY program I would like that all the developers have home inventory available in the 250k-300K price range to assist home buyers with our down payment assistance program". As valiant as that effort may be I do not believe that it should be the City attorney's focus, let alone her top objective. The policy and direction the city takes in regards to the happy program should come solely at the direction of council.

Law Offices of Pam E. Booker, Esq.

Riviera Beach, FL 33404

(772) 971-8676

July 11, 2016

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

Ref: Agreement for City Attorney Services

Dear Mayor and Council Members:

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

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

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

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

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

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

A. ***Monthly Retainer Fee:***

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

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

B. ***Hourly Rate:***

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

C. **Fiscal Year Budget:**

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

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

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

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

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

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

7. **Fees for Other Legal Services:** In the event the City requests the Firm to render legal services with respect to other matters outside the scope of this representation agreement, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph two of this letter.
8. **Governing Law:** This agreement shall be governed by the laws of the State of Florida, Palm Beach County. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
9. **Notices:** All notices will be in writing and shall be sent by certified mail, return receipt requested or by overnight delivery using a nationally recognized courier service.

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

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

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

10. **Commencement of Representation:** If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and delivering it to the Firm. The Firm shall commence representation pursuant to the monthly retainer agreement as of June 27, 2016, with payment due for July 2016. At the discretion of the City Manager, the Firm shall commence work at the hourly rate contained herein as of the date of the City's acknowledgment and agreement below.
11. **Risk Management:** To the extent occasioned by the negligent act or omission or failure of the City Attorney, the attorney may defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or

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

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

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

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

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



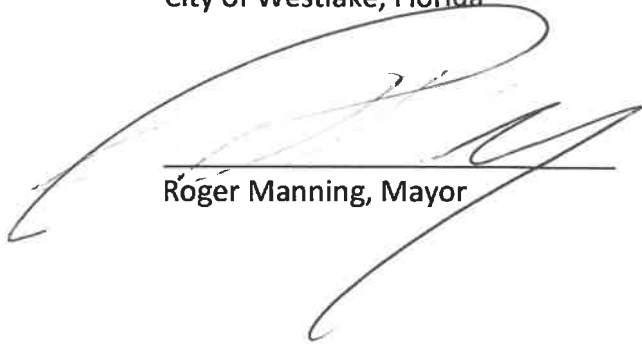
By: Pam E. Booker, Esq.

ACKNOWLEDGEMENT AND AGREEMENT

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

AGREED AND ACCEPTED on July 11, 2016, 2016

City of Westlake, Florida

A large, stylized handwritten signature in black ink, appearing to read 'R. Manning', is written over a horizontal line.

Roger Manning, Mayor

File Attachments for Item:

C. Follow up of Charter position review of the City Manager.

Submitted By: City Council Request



Meeting Agenda Item Coversheet

MEETING DATE:		April 12, 2021	Submitted By: City Council Request	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Follow up of Charter position review of the City Manager.		
STAFF RECOMMENDATION: (MOTION READY)				
SUMMARY and/or JUSTIFICATION:		Request by the City Council to revisit the review and contract of the City Manager after the three-month time frame from the initial review and conflict resolution process.		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Cover sheet Review by Mayor Manning Review by Vice Mayor Long – Robinson Review by Councilwoman Crump Review by Councilman Paul Review by Councilman O'Connor City attorney Contract		
SELECT, if applicable		RESOLUTION:		ORDINANCE:

<p>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u></p>	<p><Enter Short Resolution/Ordinance Title Here></p> <p><ENTER FULL RESOLUTION/ORDINANCE TITLE HERE></p>	
<p>FISCAL IMPACT <i>(if any):</i></p>		<p>\$</p>

City of Westlake Manager Performance Review



Purpose of Review

The purpose of the annual review process of Charter Officer (City Manager) conducted by the City Council to:

1. Strengthen the working relationship between the Council and the City Manager.
2. Provide a mechanism for regular reviews.
3. Identify performance objectives for the City Manager.
4. Provide feedback to the City Manager and identify areas where improvements may be needed.

Frequency

The City Council will review the City Manager annually. The review process will take place during the budget process and will be completed before the adoption of the annual budget.

Review Procedure

The Review procedure remains at the will and the direction of the City Council and may be modified at any time. In general, the review process will include the following steps:

1. The City Council shall set the review schedule annually.
2. The Mayor and Council Members shall complete the review form and submit to the City Clerk prior to the review meeting.
3. Each Council member shall meet face to face with the City Manager prior to the special meeting review session.
4. The results of the individual reviews will be placed on the agenda of the special City Council meeting.
5. The performance review, and any subsequent actions, will be placed in the official City Records.
6. The performance review process is not intended to and shall not be constructed as a re-opening or modification of the City Manager's existing contract.

City of Westlake Manager Performance Review



Date: 10/22/20

Review Period from: _____ To: _____

Submitted by: Mayor Ross Manning

The following pages define significant areas of responsibility for the City Manager. In each section, examples of performance and responsibilities are articulated to better explain each subject heading. Please rate the Manager's performance based on the following categories:

0	Unsatisfactory: Fails to meet all expectations	Performance is well below expectations in all areas of responsibility. Serious performance deficiencies that prohibit adequate performance in the position. Should be evaluated for termination of contract.
1	Poor: Fails to meet most expectations	Performance is well below expectations in most areas of responsibility. Serious performance deficiencies that inhibit adequate performance in the position. Should be evaluated for termination of contract.
2	Fair: Meets most expectations	Often fails to meet performance expectations of the position. Performance is generally adequate but is deficient in one or more key areas and will require improvement.
3	Good: Meets expectations	Meets all expectations of the position and is competent in the performance of responsibilities.
4	Very Good: Meets all expectations	Occasionally exceeds performance expectations of the position. Performs the most difficult parts of the job competently and thoroughly. Contributes significant results on their own initiative. Works with a high level of independence, initiative and concern for the quality of the service produced by the organization.
5	Excellent: Exceeds all expectations	Overall skills and abilities greatly exceed the expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Occasionally receives outstanding results beyond scope of the performance plan in some key areas of responsibility over entire performance period.
6	Outstanding: Far Exceeds all expectations	Overall skills and abilities far exceed all expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Delivers consistently outstanding results beyond scope of the performance plan over entire period. Anticipates needs and executes plans flawlessly.

1. **Management of the Organization:** Effectively runs the operations of the organization. Creates a collaborative, team building, environment for contract staff. Recognizes the accomplishments of contract staff and other agencies working on behalf of the City. Supports professional growth and opportunity within the organization. Accepts full accountability for staff and the outcome of City projects or decisions. Identifies organizational problems and takes remedial action.

6-Outstanding 5-Excellent 4-Very Good 3-Good 2-Fair

1-Poor 0-Unsatisfactory

Comments:

2. **Execution of Policy:** Understands and complies with policies and procedures governing the City. Implements City policy fairly and consistently based upon Council decisions, goals, and applicable laws and regulations. Works towards accomplishing identified Council goals. Presents matters in a factual, analytical way. Coordinates Council policy decisions to staff, departments, other organizations, and the community.

6-Outstanding 5-Excellent 4-Very Good 3-Good 2-Fair

1-Poor 0-Unsatisfactory

Comments:

3. **Financial Management:** Properly prepares and manages the budget. Demonstrates ingenuity in approaching budgetary matters including long range revenues and expenditures for the organization.

_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

4. **Relationship with Council:** Provides regular updates to the Council keeping them informed about current and critical issues. Makes effort to be accessible to Council Members. Handles issues brought by the Council in a consistent and timely manner. Maintains an honest approach to new ideas, issues, and complaints raised by Council Members.

_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

5. **Community Relationships:** Makes an effort to understand general community issues and concerns. Remains involved and active in the community, represents the City well and in a professional and positive manner. Works proactively with the media and press. Works effectively with community organizations and other agencies. Educates the community on the City goals and services

____ 6-Outstanding ____ 5-Excellent ____ 4-Very Good 3-Good ____ 2-Fair

____ 1-Poor ____ 0-Unsatisfactory

Comments:

6. **Communication:** Insures that Council Members receive important information in a timely and effective manner. Presents the Council and community with clear and accurate written reports and correspondence. Responds to correspondence, requests, and complaints quickly and appropriately. Facilitates open two-way communication and encourages mutual honesty and respect with the community, Council, and contract staff.

____ 6-Outstanding ____ 5-Excellent 4-Very Good ____ 3-Good ____ 2-Fair

____ 1-Poor ____ 0-Unsatisfactory

Comments:

7. **Leadership:** Provides the Council and the organization with real solutions and creative alternatives to issues and problems. Anticipates and responds to issues. Assures that Council decisions are thought out, objective, and consistent with past practices, and are legal and ethical. Makes use of sound administrative practices. Leads the organization through effective management of people and tasks.

_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good _____ 3-Good _____ 2-Fair

_____ 1-Poor _____ 0-Unsatisfactory

Comments:

8. **Professionalism:** Deals effectively and appropriately with the public and other organizations. Devotes time and energy to the job. Demonstrates high ethical standards in the organization. Works to keep "politics", and personal perspectives out of the decision-making process. Stays active in professional organizations and regional issues.

_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good _____ 3-Good _____ 2-Fair

_____ 1-Poor _____ 0-Unsatisfactory

Comments:

Achievements: Identify a few of the top achievements or strong points you observed in the City Manager over the past year.

Comments:

Ken has improved his communication with the city council.

Objectives: List two-to-three performance objectives that you feel are important for the City Manager to work on for the coming year.

Comments:

work more closely with the city attorney.
Invite city attorney to staff, SID and developer meetings.

City of Westlake Manager Performance Review



Purpose of Review

The purpose of the annual review process of Charter Officer (City Manager) conducted by the City Council to:

1. Strengthen the working relationship between the Council and the City Manager.
2. Provide a mechanism for regular reviews.
3. Identify performance objectives for the City Manager.
4. Provide feedback to the City Manager and identify areas where improvements may be needed.

Frequency

The City Council will review the City Manager annually. The review process will take place during the budget process and will be completed before the adoption of the annual budget.

Review Procedure

The Review procedure remains at the will and the direction of the City Council and may be modified at any time. In general, the review process will include the following steps:

1. The City Council shall set the review schedule annually.
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3. Each Council member shall meet face to face with the City Manager prior to the special meeting review session.
4. The results of the individual reviews will be placed on the agenda of the special City Council meeting.
5. The performance review, and any subsequent actions, will be placed in the official City Records.
6. The performance review process is not intended to and shall not be constructed as a re-opening or modification of the City Manager's existing contract.

City of Westlake Manager Performance Review



Date: 10/26/2020

Review Period from: 2016 To: 2020

Submitted by: Katrina Long-Robinson, Seat 4

The following pages define significant areas of responsibility for the City Manager. In each section, examples of performance and responsibilities are articulated to better explain each subject heading. Please rate the Manager's performance based on the following categories:

0	Unsatisfactory: Fails to meet all expectations	Performance is well below expectations in all areas of responsibility. Serious performance deficiencies that prohibit adequate performance in the position. Should be evaluated for termination of contract.
1	Poor: Fails to meet most expectations	Performance is well below expectations in most areas of responsibility. Serious performance deficiencies that inhibit adequate performance in the position. Should be evaluated for termination of contract.
2	Fair: Meets most expectations	Often fails to meet performance expectations of the position. Performance is generally adequate but is deficient in one or more key areas and will require improvement.
3	Good: Meets expectations	Meets all expectations of the position and is competent in the performance of responsibilities.
4	Very Good: Meets all expectations	Occasionally exceeds performance expectations of the position. Performs the most difficult parts of the job competently and thoroughly. Contributes significant results on their own initiative. Works with a high level of independence, initiative and concern for the quality of the service produced by the organization.
5	Excellent: Exceeds all expectations	Overall skills and abilities greatly exceed the expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Occasionally receives outstanding results beyond scope of the performance plan in some key areas of responsibility over entire performance period.
6	Outstanding: Far Exceeds all expectations	Overall skills and abilities far exceed all expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Delivers consistently outstanding results beyond scope of the performance plan over entire period. Anticipates needs and executes plans flawlessly.

3. **Financial Management:** Property prepares and manages the budget. Demonstrates financial responsibility in the use of City funds.
1. **Management of the Organization:** Effectively runs the operations of the organization. Creates a collaborative, team building, environment for contract staff. Recognizes the accomplishments of contract staff and other agencies working on behalf of the City. Supports professional growth and opportunity within the organization. Accepts full accountability for staff and the outcome of City projects or decisions. Identifies organizational problems and takes remedial action.

___ 6-Outstanding ___ 5-Excellent ___ 4-Very Good ___ 3-Good ___ 2-Fair ___ 1-Poor ___ 0-Unsatisfactory

Comments:

4. **Relationships:** Works with Council Members, staff, and the community to address issues and concerns raised by Council Members.
2. **Execution of Policy:** Understands and complies with policies and procedures governing the City. Implements City policy fairly and consistently based upon Council decisions, goals, and applicable laws and regulations. Works towards accomplishing identified Council goals. Presents matters in a factual, analytical way. Coordinates Council policy decisions to staff, departments, other organizations, and the community.

___ 6-Outstanding ___ 5-Excellent ___ 4-Very Good ___ 3-Good ___ 2-Fair ___ 1-Poor ___ 0-Unsatisfactory

Comments:

3. **Financial Management:** Properly prepares and manages the budget. Demonstrates ingenuity in approaching budgetary matters including long range revenues and expenditures for the organization.

___ 6-Outstanding ___ 5-Excellent ___ 4-Very Good ___ 3-Good ___ 2-Fair
___ 1-Poor ___ 0-Unsatisfactory

Comments:

4. **Relationship with Council:** Provides regular updates to the Council keeping them informed about current and critical issues. Makes effort to be accessible to Council Members. Handles issues brought by the Council in a consistent and timely manner. Maintains an honest approach to new ideas, issues, and complaints raised by Council Members.

___ 6-Outstanding ___ 5-Excellent ___ 4-Very Good ___ 3-Good ___ 2-Fair
1-Poor ___ 0-Unsatisfactory

Comments:

5. **Community Relationships:** Makes an effort to understand general community issues and concerns. Remains involved and active in the community, represents the City well and in a professional and positive manner. Works proactively with the media and press. Works effectively with community organizations and other agencies. Educates the community on the City goals and services

6-Outstanding 5-Excellent 4-Very Good 3-Good 2-Fair 1-Poor 0-Unsatisfactory

Comments:

6. **Communication:** Insures that Council Members receive important information in a timely and effective manner. Presents the Council and community with clear and accurate written reports and correspondence. Responds to correspondence, requests, and complaints quickly and appropriately. Facilitates open two-way communication and encourages mutual honesty and respect with the community, Council, and contract staff.

6-Outstanding 5-Excellent 4-Very Good 3-Good 2-Fair 1-Poor 0-Unsatisfactory

Comments:

7. **Leadership:** Provides the Council and the organization with real solutions and creative alternatives to issues and problems. Anticipates and responds to issues. Assures that Council decisions are thought out, objective, and consistent with past practices, and are legal and ethical. Makes use of sound administrative practices. Leads the organization through effective management of people and tasks.

____ 6-Outstanding ____ 5-Excellent ____ 4-Very Good ____ 3-Good ____ 2-Fair
____ 1-Poor ____ 0-Unsatisfactory

Comments:

8. **Professionalism:** Deals effectively and appropriately with the public and other organizations. Devotes time and energy to the job. Demonstrates high ethical standards in the organization. Works to keep "politics", and personal perspectives out of the decision-making process. Stays active in professional organizations and regional issues.

____ 6-Outstanding ____ 5-Excellent ____ 4-Very Good ____ 3-Good ____ 2-Fair
____ 1-Poor ____ 0-Unsatisfactory

Comments:

City Manager Comments:

6. Communication:

Implementing “Coffee with the Manager” was a great way to engage community, council and staff however feedback from some community members leads me to feel they do not receive adequate information from the CM. Relating to council, it is my recommendation for the CM to increase and or implement monthly meetings with council members. Improve written correspondence, engage more in community locally, i.e. communicating with local managers, county legal aides, state/legislative aides and organizations. Doing this will improve community relationships, county-wide relationships and council/staff relationships.

7. Leadership:

While I do believe the CM has progressed there is still much improvement that can be made. Over the course of the 4 years that I have had in working with Mr. Cassell there have been several missed opportunities of leadership style and techniques. For example, budgetary needs as it relates to property taxes paid by constituents. Meeting effective deadlines have also been an issue within the past years, as of late the CM has made improvements but as stated earlier there is room for growth in this area.

Achievements:

Working to make Westlake an innovative, inclusive and safer city for residents, businesses and visitors.

- Comprehensive plan and strategy to address community policing.
- Focused efforts to work willingly with council to communicate COVID-19 response efforts. While you did not hold briefings, CM did send daily updates released from the state and county.
- Improved communication skills over the past 3 months.
- Created opportunities for minority-owned and operated business enterprise.
- Implemented a performance management tool for council to effectively measure staff performance and quality.

Objectives:

- Continue to work to increase General Fund Reserves
- Improving planning and building permit approvals

- Recruiting new existing businesses; creating/implementing jobs/departments
- Increasing community involvement to use new technologies and traditional strategies as it relates to effective communication
- Working to meet deadlines in a timelier manner.
- Ensure staff is trained on equity, diversity and inclusion in on-going effort
- Development/implementation of city hall and facility maintenance plans

City of Westlake Manager Performance Review



Date: October 26, 2020

Review Period from: June 16, 2016 **To:** October 25, 2020

Submitted by: Councilwoman Kara Crump

The following pages define significant areas of responsibility for the City Manager. In each section, examples of performance and responsibilities are articulated to better explain each subject heading. Please rate the Manager's performance based on the following categories:

0	Unsatisfactory: Fails to meet all expectations	Performance is well below expectations in all areas of responsibility. Serious performance deficiencies that prohibit adequate performance in the position. Should be evaluated for termination of contract.
1	Poor: Fails to meet most expectations	Performance is well below expectations in most areas of responsibility. Serious performance deficiencies that inhibit adequate performance in the position. Should be evaluated for termination of contract.
2	Fair: Meets most expectations	Often fails to meet performance expectations of the position. Performance is generally adequate but is deficient in one or more key areas and will require improvement.
3	Good: Meets expectations	Meets all expectations of the position and is competent in the performance of responsibilities.
4	Very Good: Meets all expectations	Occasionally exceeds performance expectations of the position. Performs the most difficult parts of the job competently and thoroughly. Contributes significant results on their own initiative. Works with a high level of independence, initiative and concern for the quality of the service produced by the organization.
5	Excellent: Exceeds all expectations	Overall skills and abilities greatly exceed the expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Occasionally receives outstanding results beyond scope of the performance plan in some key areas of responsibility over entire performance period.
6	Outstanding: Far Exceeds all expectations	Overall skills and abilities far exceed all expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Delivers consistently outstanding results beyond scope of the performance plan over entire period. Anticipates needs and executes plans flawlessly.

1. **Management of the Organization:** Effectively runs the operations of the organization. Creates a collaborative, team building, environment for contract staff. Recognizes the accomplishments of contract staff and other agencies working on behalf of the City. Supports professional growth and opportunity within the organization. Accepts full accountability for staff and the outcome of City projects or decisions. Identifies organizational problems and takes remedial action.

6-Outstanding 5-Excellent 4-Very Good 3-Good 2-Fair
 1-Poor 0-Unsatisfactory

Comments:

I would like to see the City Manager have more day-to-day control of the city administration to help control the conflict between the City Manager and City Attorney.

2. **Execution of Policy:** Understands and complies with policies and procedures governing the City. Implements City policy fairly and consistently based upon Council decisions, goals, and applicable laws and regulations. Works towards accomplishing identified Council goals. Presents matters in a factual, analytical way. Coordinates Council policy decisions to staff, departments, other organizations, and the community.

6-Outstanding 5-Excellent 4-Very Good 3-Good 2-Fair
 1-Poor 0-Unsatisfactory

Comments:

The City Manager has done a good job of staying in front of policy issues and kept the Council informed. The City Manager keeps a very calm and cool professional approach.

3. **Financial Management:** Properly prepares and manages the budget. Demonstrates ingenuity in approaching budgetary matters including long range revenues and expenditures for the organization.

____ 6-Outstanding ____ 5-Excellent ____ 4-Very Good 3-Good ____ 2-Fair
____ 1-Poor ____ 0-Unsatisfactory

Comments:

I think over time the City Manager has made improvements to the organization and structure of the budget. Future focus needs to be on expense and cost control in budgets.

4. **Relationship with Council:** Provides regular updates to the Council keeping them informed about current and critical issues. Makes effort to be accessible to Council Members. Handles issues brought by the Council in a consistent and timely manner. Maintains an honest approach to new ideas, issues, and complaints raised by Council Members.

____ 6-Outstanding ____ 5-Excellent 4-Very Good ____ 3-Good ____ 2-Fair
____ 1-Poor ____ 0-Unsatisfactory

Comments:

The City Manager does a really good job sending updates and keeping the council informed. Through this effort he has built a strong relationship with me. Anytime I need the City Manager he has taken my call or returned my call promptly.

5. **Community Relationships:** Makes an effort to understand general community issues and concerns. Remains involved and active in the community, represents the City well and in a professional and positive manner. Works proactively with the media and press. Works effectively with community organizations and other agencies. Educates the community on the City goals and services

____ 6-Outstanding ____ 5-Excellent 4-Very Good ____ 3-Good ____ 2-Fair
____ 1-Poor ____ 0-Unsatisfactory

Comments:

Efforts by the City Manager to create "Coffee with the Manager" was a good addition and greatly improved relationship with the residents. The City Manager has also worked hard to resolve difference with Palm Beach County on where to locate new facilities.

6. **Communication:** Insures that Council Members receive important information in a timely and effective manner. Presents the Council and community with clear and accurate written reports and correspondence. Responds to correspondence, requests, and complaints quickly and appropriately. Facilitates open two-way communication and encourages mutual honesty and respect with the community, Council, and contract staff.

____ 6-Outstanding ____ 5-Excellent 4-Very Good ____ 3-Good ____ 2-Fair
____ 1-Poor ____ 0-Unsatisfactory

Comments:

The weekly updates to Council really improved communication. Going forward I would like to see a presence on Social Media. Would like to see this as a priority.

7. **Leadership:** Provides the Council and the organization with real solutions and creative alternatives to issues and problems. Anticipates and responds to issues. Assures that Council decisions are thought out, objective, and consistent with past practices, and are legal and ethical. Makes use of sound administrative practices. Leads the organization through effective management of people and tasks.

____ 6-Outstanding ____ 5-Excellent ____ 4-Very Good ____ 3-Good 2-Fair
____ 1-Poor ____ 0-Unsatisfactory

Comments:

The City Manager is good about thinking out of the box and not being constrained or rigid in approach to tackle problems. However, given the toxic environment with the City Attorney I would like to see the City Manager to step out and advise Council on how best to navigate the issues that are now hurting the city from moving forward.

8. **Professionalism:** Deals effectively and appropriately with the public and other organizations. Devotes time and energy to the job. Demonstrates high ethical standards in the organization. Works to keep "politics", and personal perspectives out of the decision-making process. Stays active in professional organizations and regional issues.

____ 6-Outstanding ____ 5-Excellent 4-Very Good ____ 3-Good ____ 2-Fair
____ 1-Poor ____ 0-Unsatisfactory

Comments:

The City Manager presents a very professional approach to his role. I have never seen the City Manager loose his composure.

Achievements: Identify a few of the top achievements or strong points you observed in the City Manager over the past year.

Comments:

The City Manager has a calm leadership style which projects a good image to the community.

The City Manager started "Coffee with the Manager" to reach out to residents.

The City Manager made a great hire in the addition of Zoie as City Clerk.

Objectives: List two-to-three performance objectives that you feel are important for the City Manager to work on for the coming year.

Comments:

The City Manager needs to identify how the toxic environment between him and the City Attorney was established and provide leadership to Council on how best to navigate this issue.

The City Manager needs to have complete ownership of the budget.

City of Westlake Manager Performance Review



Purpose of Review

The purpose of the annual review process of Charter Officer (City Manager) conducted by the City Council to:

1. Strengthen the working relationship between the Council and the City Manager.
2. Provide a mechanism for regular reviews.
3. Identify performance objectives for the City Manager.
4. Provide feedback to the City Manager and identify areas where improvements may be needed.

Frequency

The City Council will review the City Manager annually. The review process will take place during the budget process and will be completed before the adoption of the annual budget.

Review Procedure

The Review procedure remains at the will and the direction of the City Council and may be modified at any time. In general, the review process will include the following steps:

1. The City Council shall set the review schedule annually.
2. The Mayor and Council Members shall complete the review form and submit to the City Clerk prior to the review meeting.
3. Each Council member shall meet face to face with the City Manager prior to the special meeting review session.
4. The results of the individual reviews will be placed on the agenda of the special City Council meeting.
5. The performance review, and any subsequent actions, will be placed in the official City Records.
6. The performance review process is not intended to and shall not be constructed as a re-opening or modification of the City Manager's existing contract.

City of Westlake Manager Performance Review



Date: 10/26/2020

Review Period from: 4/2020 **To:** 10/2020

Submitted by: Councilman Patric Paul

The following pages define significant areas of responsibility for the City Manager. In each section, examples of performance and responsibilities are articulated to better explain each subject heading. Please rate the Manager's performance based on the following categories:

0	Unsatisfactory: Fails to meet all expectations	Performance is well below expectations in all areas of responsibility. Serious performance deficiencies that prohibit adequate performance in the position. Should be evaluated for termination of contract.
1	Poor: Fails to meet most expectations	Performance is well below expectations in most areas of responsibility. Serious performance deficiencies that inhibit adequate performance in the position. Should be evaluated for termination of contract.
2	Fair: Meets most expectations	Often fails to meet performance expectations of the position. Performance is generally adequate but is deficient in one or more key areas and will require improvement.
3	Good: Meets expectations	Meets all expectations of the position and is competent in the performance of responsibilities.
4	Very Good: Meets all expectations	Occasionally exceeds performance expectations of the position. Performs the most difficult parts of the job competently and thoroughly. Contributes significant results on their own initiative. Works with a high level of independence, initiative and concern for the quality of the service produced by the organization.
5	Excellent: Exceeds all expectations	Overall skills and abilities greatly exceed the expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Occasionally receives outstanding results beyond scope of the performance plan in some key areas of responsibility over entire performance period.
6	Outstanding: Far Exceeds all expectations	Overall skills and abilities far exceed all expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Delivers consistently outstanding results beyond scope of the performance plan over entire period. Anticipates needs and executes plans flawlessly.

1. Management of the Organization: Effectively runs the operations of the organization. Creates a collaborative, team building, environment for contract staff. Recognizes the accomplishments of contract staff and other agencies working on behalf of the City. Supports professional growth and opportunity within the organization. Accepts full accountability for staff and the outcome of City projects or decisions. Identifies organizational problems and takes remedial action.

_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good x 3-Good _____ 2-Fair

_____ 1-Poor _____ 0-Unsatisfactory

Comments: Mr. Cassel has the knowledge to conduct the business of the City of Westlake. Unfortunately, he failed to meet an important deadline for the City Council Election. As a consequence of this mistake, it caused a delay in the election and seating of the the first two elected council members.

2. Execution of Policy: Understands and complies with policies and procedures governing the City. Implements City policy fairly and consistently based upon Council decisions, goals, and applicable laws and regulations. Works towards accomplishing identified Council goals. Presents matters in a factual, analytical way. Coordinates Council policy decisions to staff, departments, other organizations, and the community.

_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good X 3-Good _____ 2-Fair

_____ 1-Poor _____ 0-Unsatisfactory

Comments: Mr. Cassel provides information based on what he thinks a council member should need to know. Oftentimes, it is necessary to ask Mr. Cassel to provide more detail. Information is not forthcoming when it relates to Seminole Improvement District. Mr. Cassel is working for both the City of Westlake and Seminole Improvement District appears to be problematic and often gives the appearance of a conflict of interest.

3. Financial Management: Properly prepares and manages the budget. Demonstrates ingenuity in approaching budgetary matters including long range revenues and expenditures for the organization.

_____ 6-Outstanding _____ 5-Excellent X 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments: The budget was prepared timely but some detailed information was not presented and had to be requested,

4. Relationship with Council: Provides regular updates to the Council keeping them informed about current and critical issues. Makes effort to be accessible to Council Members. Handles issues brought by the Council in a consistent and timely manner. Maintains an honest approach to new ideas, issues, and complaints raised by Council Members.

_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good X 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments: Mr Cassel provides information in a timely manner. Some information regarding the City was withheld in favor of Seminole Improvement District and caused a a great deal of friction within the City.

5. **Community Relationships:** Makes an effort to understand general community issues and concerns. Remains involved and active in the community, represents the City well and in a professional and positive manner. Works proactively with the media and press. Works effectively with community organizations and other agencies. Educates the community on the City goals and services

_____ 6-Outstanding 5-Excellent _____ 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments: Mr. Cassel has worked effectively on all recommendations and requests from residents such as generators or driveway extensions.

6. **Communication:** Insures that Council Members receive important information in a timely and effective manner. Presents the Council and community with clear and accurate written reports and correspondence. Responds to correspondence, requests, and complaints quickly and appropriately. Facilitates open two-way communication and encourages mutual honesty and respect with the community, Council, and contract staff.

_____ 6-Outstanding _____ 5-Excellent 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments: Mr. Cassel provides information as it is requested.

7. Leadership: Provides the Council and the organization with real solutions and creative alternatives to issues and problems. Anticipates and responds to issues. Assures that Council decisions are thought out, objective, and consistent with past practices, and are legal and ethical. Makes use of sound administrative practices. Leads the organization through effective management of people and tasks.

_____ 6-Outstanding _____ 5-Excellent _____ 4-Very Good X 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments: Mr. Cassel's conflict of interest representing both the City of Westlake and the Seminole Improvement District creates conflicts and barriers.

8. Professionalism: Deals effectively and appropriately with the public and other organizations. Devotes time and energy to the job. Demonstrates high ethical standards in the organization. Works to keep "politics", and personal perspectives out of the decision-making process. Stays active in professional organizations and regional issues.

_____ 6-Outstanding _____ 5-Excellent X 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments: Mr. Cassel maintains his composure in difficult situations and conducts himself in a professional manner.

Achievements: Identify a few of the top achievements or strong points you observed in the City Manager over the past year.

Comments: Mr. Cassel makes himself available to council members and is very knowledgeable about his job responsibilities.

Objectives: List two-to-three performance objectives that you feel are important for the City Manager to work on for the coming year.

Comments:

1. Budget needs to be prepared in greater detail and presented to City Council.
2. There is still a concern with the appearance of a conflict of interest in representing Seminole Improvement District and the City of Westlake.

City of Westlake Manager Performance Review



Purpose of Review

The purpose of the annual review process of Charter Officer (City Manager) conducted by the City Council to:

1. Strengthen the working relationship between the Council and the City Manager.
2. Provide a mechanism for regular reviews.
3. Identify performance objectives for the City Manager.
4. Provide feedback to the City Manager and identify areas where improvements may be needed.

Frequency

The City Council will review the City Manager annually. The review process will take place during the budget process and will be completed before the adoption of the annual budget.

Review Procedure

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3. Each Council member shall meet face to face with the City Manager prior to the special meeting review session.
4. The results of the individual reviews will be placed on the agenda of the special City Council meeting.
5. The performance review, and any subsequent actions, will be placed in the official City Records.
6. The performance review process is not intended to and shall not be constructed as a re-opening or modification of the City Manager's existing contract.

City of Westlake Manager Performance Review



Date: 10/26/20

Review Period from: April 2020 **To:** 10-26-2020

Submitted by: Councilman JohnPaul O'Connor seat 3

The following pages define significant areas of responsibility for the City Manager. In each section, examples of performance and responsibilities are articulated to better explain each subject heading. Please rate the Manager's performance based on the following categories:

0	Unsatisfactory: Fails to meet all expectations	Performance is well below expectations in all areas of responsibility. Serious performance deficiencies that prohibit adequate performance in the position. Should be evaluated for termination of contract.
1	Poor: Fails to meet most expectations	Performance is well below expectations in most areas of responsibility. Serious performance deficiencies that inhibit adequate performance in the position. Should be evaluated for termination of contract.
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5	Excellent: Exceeds all expectations	Overall skills and abilities greatly exceed the expectations of the position. Demonstrates strong expertise within key areas of responsibilities. Occasionally receives outstanding results beyond scope of the performance plan in some key areas of responsibility over entire performance period.
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1. Management of the Organization: Effectively runs the operations of the organization. Creates a collaborative, team building, environment for contract staff. Recognizes the accomplishments of contract staff and other agencies working on behalf of the City. Supports professional growth and opportunity within the organization. Accepts full accountability for staff and the outcome of City projects or decisions. Identifies organizational problems and takes remedial action.

_____ 6-Outstanding _____ 5-Excellent x 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

Ultimately the City manager understands that the buck stops with him and has not been quick to try and place blame on other departments. Their failures are his failures. However I've observed many things "fall through the cracks" on an admin level. plenty of room for Improvement here

2. Execution of Policy: Understands and complies with policies and procedures governing the City. Implements City policy fairly and consistently based upon Council decisions, goals, and applicable laws and regulations. Works towards accomplishing identified Council goals. Presents matters in a factual, analytical way. Coordinates Council policy decisions to staff, departments, other organizations, and the community.

_____ 6-Outstanding _____ 5-Excellent x 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

City manager appears to exercise broad personal discretion when governing the city. However I believe he respects the mayors and councils directives when given and would not act in the contrary. If a policy decision or directive might prove to be "Controversial" I would hope the city manager seek direction from the council first unless it is time sensitive then his best judgment should be applied.

3. Financial Management: Properly prepares and manages the budget. Demonstrates ingenuity in approaching budgetary matters including long range revenues and expenditures for the organization.

_____ 6-Outstanding _____ 5-Excellent 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

Again Ive seen some maters fall through the cracks but when held accountable The city manager has accepted responsibility and proved to be very effective in curing these errors. as always there is room for improvement.

4. Relationship with Council: Provides regular updates to the Council keeping them informed about current and critical issues. Makes effort to be accessible to Council Members. Handles issues brought by the Council in a consistent and timely manner. Maintains an honest approach to new ideas, issues, and complaints raised by Council Members.

_____ 6-Outstanding 5-Excellent _____ 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

I can only speak to my personal tenure as a councilman (7 Months or so) but Mr. Cassel always makes himself accessible to me, goes out of his way to put things on my radar that could possibly become an issue, and is receptive to my concerns.

5. **Community Relationships:** Makes an effort to understand general community issues and concerns. Remains involved and active in the community, represents the City well and in a professional .and positive manner. Works proactively with the media and press. Works effectively with community organizations and other agencies. Educates the community on the City goals and services

_____ 6-Outstanding _____ 5-Excellent 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

On several occasions Mr. Cassel has advised me to have a resident with an issue contact him directly. he also offers a monthly "Coffee with the manager" where he engages directly with the residents. The community outreach-intent is there, however I do have to mention that I have had reports of some of the information given at the Coffee sessions to be incomplete or incorrect. I plan on attending some of these in the future.

6. **Communication:** Insures that Council Members receive important information in a timely and effective manner. Presents the Council and community with clear and accurate written reports and correspondence. Responds to correspondence, requests, and complaints quickly and appropriately. Facilitates open two-way communication and encourages mutual honesty and respect with the community, Council, and contract staff.

_____ 6-Outstanding _____ 5-Excellent 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

Mr. Cassel's communication with me personally has been nothing short of exemplary. I feel there is much room for improvement in terms of his communicating with the residents and disseminating the information promptly on the website. I have seen a recent improvement in this regard but we can do even better. Id like to see newsletters, email blasts, social media pushes etc... One of the greatest concerns I hear is residents just want to know whats going on.

- 7. Leadership:** Provides the Council and the organization with real solutions and creative alternatives to issues and problems. Anticipates and responds to issues. Assures that Council decisions are thought out, objective, and consistent with past practices, and are legal and ethical. Makes use of sound administrative practices. Leads the organization through effective management of people and tasks.

_____ 6-Outstanding _____ 5-Excellent x 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

I know that a lot of this happens behind the scenes and then I get briefed post facto. It appears that most of The city Managers practices have been of sound judgment. On at-least two issue where I felt otherwise I immediately called the city manager voiced my concerns and ultimately my concerns were cured.

- 8. Professionalism:** Deals effectively and appropriately with the public and other organizations. Devotes time and energy to the job. Demonstrates high ethical standards in the organization. Works to keep "politics", and personal perspectives out of the decision-making process. Stays active in professional organizations and regional issues.

_____ 6-Outstanding _____ 5-Excellent x 4-Very Good _____ 3-Good _____ 2-Fair
_____ 1-Poor _____ 0-Unsatisfactory

Comments:

In my tenure thus far I have no qualms with the professionalism of the City Manager. I would like to see his relationship with the City attorney improved drastically, and I would strongly advise him to take whatever steps necessary to do so.

Achievements: Identify a few of the top achievements or strong points you observed in the City Manager over the past year.

Comments:

The handling of the Covid-19 crisis by the City Manager has been impressive, departments were shifted to work from home, meetings were shifted to virtual, Communication regarding the virus to Council has been top notch.

Objectives: List two-to-three performance objectives that you feel are important for the City Manager to work on for the coming year.

Comments:

Id like to see an extraordinary effort from the city manager to bring an alternative Internet and cable service provider such as Xfinity or other to the residences of Westlake. Right now the only service provider is ATT.

Id like to see the city manager commence a dialogue with the US Postmaster and cure our issues regarding poor mail service. Packages are constantly being mis-delivered or arriving soaking wet due to our carrier using a personal pickup truck over a traditional mail Jeep.

Id like to see The City manager achieve a drastic improvement in the quality of the Waste Disposal services offered here in Westlake.

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

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

WITNESSETH:

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

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

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

ARTICLE 1. SCOPE OF SERVICES AND MANAGER RESPONSIBILITIES

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

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

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

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF THE MANAGER

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

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

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

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE CITY

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

ARTICLE 4. COMPENSATION

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

ARTICLE 5. TERM

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

ARTICLE 6. RISK MANAGEMENT

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

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

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

ARTICLE 7. MISCELLANEOUS

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

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

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

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

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

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

Mayor
4001 Seminole Pratt Whitney Road
Loxahatchee, FL 33470

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

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

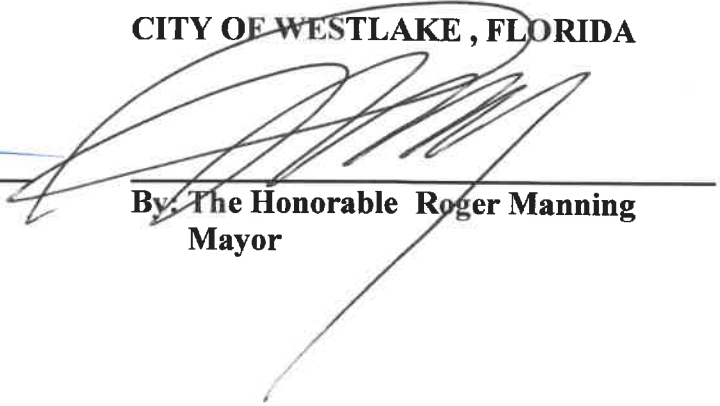
IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this **AGREEMENT BETWEEN CITY OF WESTLAKE AND SEVERN TRENT ENVIRONMENTAL SERVICES, INC. FOR FINANCIAL MANAGEMENT SERVICES** on their behalf, at the times set forth below.

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


CITY OF WESTLAKE , FLORIDA



Witness



**By: The Honorable Roger Manning
Mayor**



Witness

**SEVERN TRENT ENVIRONMENTAL
SERVICES, INC.**



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

Scope of Services

Exhibit A

City Manager Services:

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

Financial & Accounting Services:

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

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

Treasury Services:

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

Capital Program Administration:

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

City Clerk Functions:

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

recorded as necessary.

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

Compensation

Exhibit B

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

Exhibit C

Reimbursable Schedule

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

File Attachments for Item:

A. Select a Member of City Council to serve in the position of Vice-Mayor Until April 11, 2022.

Submitted By: Administration

RESOLUTION 2021-12

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, SELECTING A MEMBER OF THE CITY COUNCIL TO SERVE IN THE POSITION OF VICE-MAYOR UNTIL APRIL 11, 2022, PURSUANT TO THE CITY'S CHARTER PROVISION AS SET FORTH IN SECTION 8D.



Meeting Agenda Item Coversheet

MEETING DATE:		April 12, 2021	Submitted By: Administration	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Select a Member of City Council to serve in the position of Vice-Mayor Until April 11, 2022.		
STAFF RECOMMENDATION: (MOTION READY)		Motion to Select Vice Mayor		
SUMMARY and/or JUSTIFICATION:		<p>Section 8D of the City Charters states that the City Council shall elect from its membership a Vice-Mayor who shall serve at the pleasure of the City Council. The specific language in the charter is as follows:</p> <p>“The City Council, at its first meeting after the fourth Tuesday of each March, shall elect from its membership a Vice-Mayor who shall serve at the pleasure of the City Council and who shall have the same legislative powers and duties as the Mayor or any other Councilmember. The Vice-Mayor shall serve as acting Mayor during the absence or disability of the Mayor. In the absence of the Mayor and the Vice-Mayor, the remaining councilmembers shall select a councilmember to serve as acting mayor.”</p> <p>This item will require a motion by the council and acceptance by the identified member to serve as Vice-Mayor.</p>		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	City of Westlake City Charter			
SELECT, if applicable	RESOLUTION:		ORDINANCE:	X
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i>	A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, SELECTING A MEMBER OF THE CITY COUNCIL TO SERVE IN THE POSITION OF VICE-MAYOR UNTIL APRIL 11, 2022, PURSUANT TO THE CITY'S CHARTER PROVISION AS SET FORTH IN SECTION 8D.			
FISCAL IMPACT (if any):				\$

RESOLUTION 2021-12

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, SELECTING A MEMBER OF THE CITY COUNCIL TO SERVE IN THE POSITION OF VICE-MAYOR UNTIL APRIL 11, 2022, PURSUANT TO THE CITY'S CHARTER PROVISION AS SET FORTH IN SECTION 8D.

WHEREAS, pursuant to section 8D of the City's charter, the City of Westlake hereby selects a member of the sitting City Council to serve as the Vice-Mayor; and

WHEREAS, the Vice-Mayor shall serve until April 12, 2021, in the position of vice-mayor in the absence of the Mayor; and

WHEREAS, on April 12, 2021, the City Council shall again select a member of the sitting city council to serve in the position of vice-mayor; and

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

Section 1: The City Council for the City of Westlake, selects _____, of Seat _____ to serve as the Vice-Mayor for the City of Westlake.

Section 2: Councilmember _____, of Seat _____, shall serve as Vice-Mayor until April 11, 2022.

Section 3: That this resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this _____ day of Monday, April 12, 2021.

Roger Manning, Mayor
City of Westlake

Zoie Burgess, City Clerk

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

Section 1. - Short title

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

Section 2. - Legislative intent

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

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

Section 3. - Incorporation of municipality; corporate limits

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

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

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

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

Section 4. - Municipal powers

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

Section 5. - Transitional Council

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

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

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

Section 6. – First Elections

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

Section 7. – Oath of Office

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

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

Section 8. - City Council

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

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

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

C. *The mayor; powers and duties*

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

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

D. *The vice-mayor.*

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

E. *Compensation and expenses.*

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

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

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

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

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

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

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

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

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

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

4. *Filling of vacancies.*

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

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

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

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

Section 9. - Budget and Appropriations

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

Section 10. - Charter Officers

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

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

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

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

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

Section 11. - Elections

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

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

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

Section 12. - Transition Schedule

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

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

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

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

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

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

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

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

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

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

Section 14. - General Provisions

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

Section 15. - Severability

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

Section 16. - Effective Dates

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

File Attachments for Item:

A. Palm Beach County Sheriff's Office - Monthly Report: March

Submitted By: Captain Craig Turner

For Informational Purposes Only

District 18 City of Westlake Monthly Report: March 2021



Calls for Service	Monthly
Business/Residence Checks	1,740
Traffic Stops	83
Calls for Service (Excluding 1061's)	192
All CAD Calls – Total*	1,932

Traffic Summary	Monthly
Warnings (Written and Verbal)	70
Citations	32
Total	102

Data Source: Motorola Premier 1
*Omit Miscellaneous Calls

Summary: During the month of March, there were 1,932 generated calls within the district. 94% of these calls were self-initiated.

Crimes	Monthly
Homicide	0
Robbery	0
Sexual Assault	0
Shooting	0
Stabbing	0
Burglary- Business	0
Burglary- Construction	0
Burglary- Residential	0
Burglary- Vehicle	0
Larceny	1
Motor Vehicle Theft	0
Motor Vehicle Recovery	0
Vandalism	0
Fire	0
Total	1

Larceny:

REPORT #	DATE/TIME FROM	DATE/TIME TO	ADDRESS	BEAT	NOTATIONS
21048380	3/24/21 22:45	3/24/21 23:05	5088 Seminole Pratt Whitney Rd	18- 11	Victim left a bag on one of the outside tables at Gator Shack for a couple of minutes before realizing he forgot it, and when he returned it was missing. Cameras showed an unknown BM walking away with the bag, and employees at the bar believed it to be ***** . **** contacted an employee at the bar and stated the bag was at his mother's residence. Deputies went to the house and retrieved the bag, but keys and earbuds were missing. D15 Street Team located ***** at his parent's residence and arrested him. Case cleared by arrest.

File Attachments for Item:

A. Monthly Report - March

Submitted By: Legal

MEMORANDUM

TO: CITY COUNCIL

FROM: PAM E. BOOKER, CITY ATTORNEY

DATE: March 26, 2021

REFERENCE: March Monthly Legal Update

SID/ITID Litigation:

Review of court files and pleadings to stay apprised of litigation status. The Parties have continued with discovery items. SID has served ITID a First Request for Production of documents and a First Set of Interrogatories. Minto has served ITID a Request for Production and a First Set of Interrogatories.

Ordinances & Resolutions:

Prepare ordinances and resolutions for the following:

- Proposed Amendments to Chapter 3
- POD PC-1 Amenity Center Phase II
- Persimmon Boulevard East 5 Plat
- Town Center Parkway Phase III Plat
- Cresswind Phase III Plat
- Variance Resolution for the Crossings Townhome Project

Research for drafting ordinance for dumpster placement, location, quantity, etc. for amendment and inclusion into Chapter 3, as additional regulations for the City. The amendment to Chapter 3, includes research for drafting ordinance for special events and temporary uses within the City. The initial draft is under discussion with staff, the City Manager and Lewis Longman Walker.

Continued discussions and review of research materials for additional edits to the proposed noise ordinance. Discussions with Minto's counsel and with staff regarding additional changes.

Florida Public Utilities: Discussions with Attorney Jeffrey Decker regarding franchise agreement with Florida Public Utilities and SID's authority regarding the road rights of way and waiver of permit fees. The Parties are awaiting follow-up conference calls regarding the structure of proposed agreement. Discussions between the Parties will continue in April.

Chapter 5, revisions with comments from SID and the agreed upon language by the City Engineer and SID's Engineer. The revisions have been provided to SID and the City Manager. Meetings are being held to finalize the final language for consideration by the Council for first reading.

Code Inquiries: Review the City's Interim code and the City's adopted code in response to potential non-conforming use application for the Packing House. Provide response and direction in responding to applicant. Review codes in preparation for drafting ordinance amendment to Chapter 2, implementing procedures for applicants with non-conforming uses and/or structures.

Discuss process and procedure for Cresswind to obtain a site plan amendment for a temporary use of a single family home for construction services purposes. The proposed code amendments to Chapter 3, may provide a method for the utilization for construction services purposed.

Bond Reviews/Reductions and Release:

The following bond reduction requests have been reviewed and approved through coordination with SID's Engineer, the City Engineer and the Developer.

- Bond Reduction for Water's Edge Drive
- Orchards of Westlake Phase I

Agreements:

Review of Parking Enforcement Agreement for the Meadows with Palm Beach County Sheriff's office. The changes as discussed at the meeting with Minto's Counsel and the Attorney from PBSO will be incorporated into the agreement prior to execution. The document is being circulated for execution.

Public Records Request:

None this month.

Lien Search:

Received, review and draft responses to Lien Search Requests.

HAPPY PROGRAM:

- Review of applications and provide responses to applicants, lenders and attorneys for the applicants regarding the program and status of the files.
- Draft Award Letter, Promissory Note & Second Mortgage for closings.
- Correspond via email and telephone with FBC Mortgage & Loan Depot.
- Review of revised loan documents for applicants with March and April closing dates and follow-up with title companies for closing documents.

General meetings:

Attend regular weekly staff meetings and follow-up as needed for various applications. Phone calls and meetings with City Council members regarding questions, inquiries and agenda review. Prepare items for agenda review and finalization. Provide corrections on agenda items for execution as necessary.

- Attend Regular Council Meeting March 8, 2021
- Attend Workshop on March 22, 2021
- Attend first board meeting for the Education and Youth Advisory Board.

Community Meetings:

Florida Bar Constitutional Judiciary Committee, Florida Bar Meeting
Florida Bar, City, County and Local Government Law Section meeting
Palm Beach County Bar Association
F. Malcolm Cunningham, Sr. Bar Association

Palm Beach County League of Cities Luncheon
First Tee of the Gold Coast Meetings, Board of Directors
PACE Center for Girls Meetings, Board of Directors
Florida Association of Women Lawyers (FAWL)
Suits for Seniors, Mentor