ORDINANCE NO. 2018-7

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

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

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

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

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

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

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

ARTICLE I PURPOSE, DEFINITIONS, BID PROCEDURES

SECTION 1: Purpose: The purpose of this division is to provide for a fair and equitable method of administering purchases of goods and services in order to maximize the purchasing value of public funds and to provide procedures and guidelines governing those purchases. The City shall utilize a solicitation process which encourages small business, minority owned business and women owned business participation even on items which are exempted from Council approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City means the City of Westlake, Florida.

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

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

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

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

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

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

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

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

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

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

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

(1) The contractor certifies and represents that it will comply with this section during the entire term of the contract.

(2) The failure of the contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the city to pursue any remedy stated below or any remedy provided under applicable law.

(3) The City may terminate the contract if the contractor fails to comply with this section.

(4) The City may retain all monies due or to become due until the contractor complies with this section.

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

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

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

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

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

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

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

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

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

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

(1) Is certified under F.S. § 489.119, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(2) Is certified under F.S. § 471.023, to practice or to offer to practice engineering; certified under F.S. § 481.219, to practice or to offer to practice architecture; or certified under F.S. § 481.319, to practice or to offer to practice landscape architecture.

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

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

Designee means a duly authorized representative.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***Lobbyist** regulations* stipulates that all persons, firms, organizations and corporations seeking procurement from the city or the award of funds for goods and services must submit a completed and notarized lobbyist registration form/oath to the city clerk's prior to contacting a member or members of the city council regarding the city procurement. The lobbyist registration must disclose each party, person, principal, and/or client represented on city matters.

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

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

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

Minority/Women Business Enterprise: A minority-owned business enterprise or a women-owned business enterprise or a combination minority and women-owned business enterprise. A M/WBE is any small business concern which is organized to engage in commercial transactions, which is domiciled in Palm Beach County, and which is at lease fifty-one (51) percent owned by minority persons and/or women who are members of an insular group that is of a particular racial, ethnic or national origin makeup or gender, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Responsive Bidder means a person who has submitted a bid which conforms in all material respects to a solicitation. A bid or proposal of a responsive bidder must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the bid documents to be submitted at the time of bid opening.

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

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

Small Business means a business domiciled in Palm Beach County and certified by the county which is an independently owned and operated, for profit, business concern organized to engage in commercial transactions.

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

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

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

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

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

Tax Savings Direct Purchases. The City is recognized by the state as being exempt from state sales tax and use tax and is therefore, qualified for an exemption from Florida and all other state sales taxes

on the purchase of tangible personal property if certain criteria are met. The City may realize savings of sales tax on selected material and equipment needed for use in public works contracts. Public works contracts are projects for public use or enjoyment, financed and owned by the city, in which private firms install tangible property that becomes part of a City facility. See rule 12A-1.094 and Florida Statute, § 212.08(6). The City will implement the DPTSP for projects of $1,000,000.00 or above.

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

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

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

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

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

Section 3: Competitive Bidding Required.

(A) **Competitive Sealed Bids:** All purchases of and contracts for equipment, supplies and contractual services, when the estimated cost shall exceed $50,000.00, except as specifically provided in this section, shall be based, wherever possible, on competitive sealed bids. The City Manager is authorized to purchase and contract for equipment, supplies and contractual services and pay for a construction change order(s) when the cost do not exceed ten percent of the contract costs or $50,000.00, whichever is less, without further City Council approval.

(B) **Invitation for Bids:** For all purchases subject to competitive bidding, the Procurement Division shall issue an invitation for bids which includes specifications, and all contractual terms and conditions applicable to the anticipated purchase. In the event of any conflict between the invitation for bids and this article, the provisions of this article shall prevail.

(C) **Addenda:** After an invitation for bids is issued and before the bid opening, the Procurement Division may issue one or more written addenda for the purpose of clarifying specifications or other matters relating to the bid.

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

(D) **Public Notice:** All invitations for bids shall be published at least once in a newspaper of general circulation in the city a minimum of ten calendar days preceding the last day set for the opening of bids. The public notice shall state the place, date and time of the bid opening; a general description of the subject matter of the bid, and where bid forms and specifications may be obtained. The city may utilize electronic bidding either through its own database or a third-party vendor. The public notice shall contain the internet bidding web address. This will be a standard sealed bid electronic submission and a vendor's electronic signature will be accepted.

(E) **Bid Security:** The invitation for bids may specify that some form of bid security is required. Bid bonds may be required, in the discretion of the City Manager, on all bid solicitations where the estimated cost is in excess of $50,000.00. The bid bond shall provide that if the bid is:

a. Rejected by the city; or

b. Accepted and the bidder executes the contract and furnishes an appropriate bond, if required, then the bid bond is void, otherwise it remains in full force and effect. The security may be in the form of a certified check, a cashier's check, treasurer's check or bank draft of any national or state bank. If the city permits a bidder to withdraw its bid, no action shall be taken against the bidder or the bid security. If a bidder indicates that it has made a mistake that is of a magnitude that it will not be willing to perform a contract based on its bid, then the city shall not be obligated to formally accept the bid of that firm as a prerequisite to making a claim against the bid bond and the bid bond shall so provide. A vendor who fails or refuses to execute the contract within 15 calendar days after City Council approval shall forfeit the bid security, unless the city is solely responsible for the delay in executing the contract. The City Council may, upon the refusal or failure of the successful bidder to execute the contract, award the contract to the next lowest responsible and responsive bidder. In such event, the amount of the lowest bidder's bid security shall be applied by the city to the difference between the lowest and the lowest responsible and responsive bid, and the surplus, if any, shall be returned to the lowest bidder.

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

(G) ***Ranking of Responsive Bidders***: The City Manager shall establish purchasing procedures which increase small business, minority owned business and women owned business participation in procurement within the City. Contracts shall be awarded to a certified small business, minority owned business or women owned business submitting the lowest responsive, responsible when the small, minority or women owned business is within ten (10%) of the lowest non-small, minority owned or women owned business proposal.

Section 4: Formal Contract Procedure.

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

Section 5: Award of Contract.

(A) **City Manager Recommendation:** The City Manager shall have the authority to recommend to the City Council award of contracts. Contracts shall be awarded to the lowest

responsive, responsible bidder, or as otherwise determined in the best interest of the City. The City Manager may establish a point system for small business, minority owned and women owned business in the evaluation of proposals. The City Council shall not be involved in the preparation, submittal and evaluation of bids, request for proposals and other purchases, including attendance at or participating in presentations to or deliberations by a selection committee or contact with persons, firms, organizations and corporations submitting bids or proposals to the City. Following an evaluation of responses received for bids, request for proposals, and other purchases, the City Manager shall have the authority to recommend to the City Council award of contracts. After placement on the agenda, the City Council reviews the City Manager's recommendations and may direct any communications, inquiries or questions regarding the contract award to or through the City Manager.

(B) **Lobbyist:** In accordance with administrative procedures and policies, and the City's lobbying ordinance, all persons, firms, organizations and corporations seeking a procurement from the City or the award of funds for goods and services must submit a completed and notarized lobbyist registration form/oath to the City Clerk's prior to contacting a member or members of the City Council regarding a City procurement. Lobbyists shall cease all contact and communication with the City Council within the period of time as stated in the lobbying ordinance before the date set for a decision on a matter.

(C) **Lowest Responsive Bid/Quote:** In determining the lowest responsible bid or quotation, the following shall be considered, in addition to price:

(1) The quality of commodities or services offered;

(2) The ability, capacity, and skill of the vendor to perform the contract or provide the commodities or services required;

(3) Whether the vendor can perform the contract or provide the commodities or services promptly, or within the time specified, without delay or interference;

(4) The sufficiency of the vendor's financial resources and the effect thereof on the vendor's ability to perform the contract or provide the commodities or services;

(5) The character, integrity, reputation, judgment, experience, and efficiency of the vendor;

(6) The quality of vendor's performance on previous orders or contracts for the city;

(7) Litigation by the vendor on previous orders or contracts with the City;

(8) Compliance by the vendor with federal, state and local laws and ordinances relating to the subject of the purchase or contract;

(9) The ability of the vendor to provide future maintenance and service where such maintenance and service is essential;

(10) Internal cost of vendor's proposal, including any additional expenditure required by the city to complete the project or purchase; and

(11) Life cycle costs, including costs of purchase, maintenance, and disposal, less residual value over the expected life of the product.

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

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

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

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

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

(3) In the event the local contractor/vendor declines or is not able to submit a matching low bid, the local contractor/vendor with the next lowest responsive and responsible bid whose bid price does not exceed the percentages of the lowest bid price shall be notified in writing by the Procurement Manager of its opportunity to match, within five business days of receipt of notification, the lowest bid price. This procedure shall be followed until there are no more local contractors/vendors whose responsive bid is within percentages specified above.

(4) Any contractor/vendor who desires to be considered for the local contractor/vendor must apply for such status as set forth herein. If a nonlocal proposer submits a bid or proposal that includes subcontractors that qualify for local vendor, in order to receive local preference consideration, the proposer must identify all local vendors that will be utilized as subcontractors, and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.

(E) **Exceptions to Application of LVP:** Preference for a local contractor/vendor shall **not** apply to any of the following purchases, contracts or situations:

a. Goods or services provided under a cooperative purchasing agreement or piggyback.

b. Contracts for professional services subject to the Consultant's Competitive Negotiation Act (F.S. § 287.055), except as otherwise provided herein.

c. Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference.

d. Purchases made or contracts let under emergency or noncompetitive situations exempt from competition.

e. Where the application of local preference to a particular purchase, contract or category of contracts is within the award authority of the City Manager, the City Manager may waive the local preference upon good cause shown.

f. Where the City Council is the awarding authority the City Council may waive, for good cause shown, the application of the local preference to a particular purchase, contract, or category of contracts.

(F) **Application of Local Vendor Preference for Requests for Proposals:** When evaluation points are used to evaluate through a solicitation, and when a non-local business is the highest ranked proposer, and the ranking of a local firm is within ten percent of the total 100 ranking points, then the city may elect to negotiate with the local firm first.

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

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

Section 7: Emergency Purchases:

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

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

Section 8: Exception to Bid Requirements.

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

(1) ***Emergency Purchases.*** In urgent cases of compelling emergency which require the immediate purchase or repair of equipment, supplies or contractual services, the city manager is empowered to secure, by open market procedure at the lowest obtainable price, any equipment, supplies, repairs or services not exceeding

$50,000.00. The City Manager shall place a notation on the agenda of the next regularly scheduled City Council meeting advising of the emergency purchase.

(2) ***Professional Services.*** Contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, are exempt from the competitive bidding requirements of this article; however, a formal written contract, approved by the council, shall be required for all such contracts in excess of $25,000.00.00, and any applicable state law, such as the Consultant's Competitive Negotiation Act, shall be followed.

(3) ***Noncompetitive Supplies.*** Noncompetitive supplies, available only from one source, such as unique, patented or franchised supplies, are exempt. The City Manager is authorized to purchase and contract for noncompetitive supplies in excess of $50,000.00, provided authorized funds are available in the annual budget and records of purchases exceeding $50,000.00 are available for review in the procurement department.

(4) **One Bid or *No Bid Received*.** In the event that only one bid is received by the city, the City Manager is authorized to negotiate a lower price from the bidder. If no bids are received, the City Manager, when time or economic considerations warrant, may attempt to obtain three informal written quotations. If at least two written quotations are received, the purchase may proceed without the necessity for a rebid. Such purchases in excess of $50,000.00 require a formal, written contract approved by the City Council.

(5) ***Unique Circumstances.*** Where the City Council finds unique circumstances to establish that competitive bidding is not in the best interest of the City; however, such purchases in excess of $50,000.00 shall require a formal, written contract approved by the City Council. The City Council, upon request by the City Manager, may waive the requirement for a formal written contract when such a contract would not be in the best interest of the city.

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

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

(1) The procurement of dues and memberships in trade or professional organizations; registration fees for trade and career fairs, subscriptions for periodicals and newspapers; advertisements; postage; expert witness; legal and mediation services; lobbying services; abstracts of title for real property; title searches and certificates; title insurance for real property; real estate appraisal services; water, sewer, telecommunications and electric utility services; copyrighted materials or patented materials including, but not limited to, technical pamphlets, published books, maps, testing or instructional materials; fees and costs of job-related seminars and training.

(2) Travel expenses, hotel accommodations and hotel services.

(3) The contractor is a governmental entity.

(4) The contract is for the sale or lease of property.

(5) The covered contract is necessary to respond to an emergency.

(6) The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.

(7) The city council waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:

a. Where only one solicitation response is received.

b. Where more than one solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

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

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

a. The bidder that has its main business office in the city;

b. The bidder that as its regional office in the city;

c. The bidder that has its main business office in Palm Beach County;

d. The bidder that has its regional office in Palm Beach County;

e. The bidder that has his or her business in the State of Florida;

f. A state or county certified minority-owned bidder;

g. A bidder that promotes a drug-free environment; and

h. Alphabetical.

Section 12: Cooperative Purchasing.

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

Section 13: Appropriations Required.

(A) No obligation for expenditures of City funds may be incurred except pursuant to, and only to the extent of, a specific appropriation of funds in the budget. This provision shall apply, without being limited to, any formal or informal contractual obligation for the purchase of

lease supplies, services or equipment, and personal services. No money may be drawn from the treasury of the City nor may the appropriate City officials execute any check, draft, warrant, note or other negotiable instrument, except pursuant to, and only to the extent of, a specific appropriation of funds in the budget to be debited for such payment.

(B) No obligation for the expenditure of money, nor drawing of funds from the treasury, in excess of $1,000.00 may occur unless there is a written certification from the finance director or his/her designee certifying that there exists an adequate unencumbered balance of appropriate and available funds.

(C) The City Manager, in a matter of public necessity, may incur obligations or expend funds, not in excess of $25,000.00 without complying with this article or the requirements for public bidding, provided that he/she places the ratification of these expenditures on the first regularly scheduled council meeting occurring after the incursion or expenditure. In an emergency involving urgent, and extreme matters of public health, safety or welfare, the City Manager may exceed this monetary limitation, provided that, on the same business day that he/she takes such action, the City Manager shall request that a special Council meeting be held at the earliest possible time, to ratify that action.

Section 14: Appropriations for Outstanding Purchase Orders.

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

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

Bid Award

(A) All bids in excess of $50,000.00 shall be awarded by City Council as soon as practical after the bids are opened. Bids shall be awarded to the lowest qualified responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In determining the lowest responsible and responsive bidder, in addition to price, the following shall be considered:

1. The ability, capacity, skill and sufficiency of resources of the bidder to perform the contract;
2. Whether the bidder can perform the contract of provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgement, experience and efficiency of the bidder;
4. The quality of performance of the bidder on previous city contracts;
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;
6. The quality, availability and adaptability of the supplies or professional or contractual services to the particular use required; and

7. The ability of the bidder to provide future maintenance, service or warranty work, if applicable.
8. The bidder's status as a small business, minority owned business or a women owned business as certified by Palm Beach County.

(B) Except as otherwise provided in this division, the purchase of commodities or services of an estimated value in excess of $50,000.00 shall be approved by the City Council and may be by purchase order and/or other written contract with the vendor submitting the lowest responsible bid whose bid has been solicited, received and approved, pursuant to the following procedures:

(C) ***Advertisements.*** **Notice inviting solicitations.** Except of those solicitations that are required by statute to be advertised in a newspaper, notices inviting solicitations shall be published electronically. A general description of the commodities or services to be purchased, a statement of where the solicitation documents may be obtained, and the date, time and place of receipt is to be provided.

(D) ***Security (bid bonds).*** When the estimated cost of a contract is $150,000.00 or higher, or when otherwise deemed necessary by the City Manager, security in the form of a bid bond issued by a surety company licensed to do business in the state or a cash bond in an amount equal to ten percent of the bid shall be prescribed in the public notices inviting bids. When the City Manager deems it necessary to require a bid bond for bids less than $150,000.00, the bond shall be in an amount equal to five percent of the bid. A vendor shall forfeit a bid security upon a refusal or failure to execute the contract within 15 calendar days of the notice of award of contract, unless the City is solely responsible for the delay in executing the contract. The City Council may, upon the refusal or failure of the successful vendor to execute the contract, award the contract to the next lowest vendor.

(E) ***Bid Opening Procedures***. Sealed written bids shall be returned to the City and identified as bids on the envelope, together with other information as may be specified in the invitation to bid. Bids shall be opened in public on the date and at the time and place stated in the public notices as specified by Florida Statute.

(F) ***Rejection of Bids.*** The City Council may authorize the City Manager to:

a. Reject any and all bids, reject all bids and re-advertise for bids, and/or to waive minor irregularities in an otherwise valid bid.

b. A minor irregularity is a variation from the bid invitation which does not affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders, or does not adversely impact the interests of the city.

c. In the event the lowest responsive and responsible bid for a construction project exceeds available funds as certified by the Financial Services Director, and the bid does not exceed the funds by more than 10%, the Procurement Manager is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the lowest responsive and responsible bidder, in order to bring the bid within the amount of available funds.

(G) ***Performance and Payment Bonds.*** A performance bond and a payment bond, or a "contract bond" combining the elements of a performance and a payment bond, issued by a surety company licensed to do business in the state, may be required before entering into a contract, in an amount at least equal to the contract price or such higher amount as may be found reasonably necessary to protect the best interests of the City except, in limited circumstances, such as incremental services contracts or blanket purchase orders, where it has been determined by the department director that the potential liability resulting from the performance or payment under the contract is an amount less than the full contract price. If such bond is required, the form and amount of the bond shall be described in the notice inviting bids. Bonds required hereunder shall be subject to all other provisions of this section and this Code.

(H) ***Security in Lieu of Performance and Payment Bonds.*** In lieu of the bond required by this section, a contractor may file with the City an alternative form of security in the form of cash, money order, certified check, cashier's check, an irrevocable letter of credit, or security of a type listed in Florida Statutes, § 625.301 et seq. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required hereunder. The appropriate representative of the City as described in subsection (5) of this section shall make the determination of the value of the alternative form of security.

(I) ***Insurance.*** The successful bidder is required to obtain at its own expense, all minimum insurance coverages required in the bid documents and contact documents. The successful bidder shall submit copies of all insurance certificates to the City for approval. No work under the contract shall commence until the required insurance has been obtained and proof of said insurance has been provided.

(J) ***Change Orders.*** Any change in the contract price, scope of work or time for completion of any project following the award of a contract shall be by a written change order, approved by the City Manager and executed with the same formalities as the contract. However, the City Manager may approve and execute change orders without City Council approval subject to the following limitations:

a. The City Manager may approve any change orders, which do not exceed $50,000.00, for up to a maximum of ten percent over the award of the City Council. The scope of any project may not be changed without prior approval of the City Council. No increase in contract price shall be approved unless there are sufficient funds available for such purpose.

b. Contract price decreases may be approved without limitation.

c. No change order shall materially change the scope of the work unless approved by the City Council.

d. In the event the lowest, most responsive and responsible bid for a project exceeds available funds, and the City Council does not make available additional funds, the City Manager is authorized, when time or economic considerations preclude re-solicitation of bids, to negotiate an adjustment of the bid price as long as the scope of work is not materially changed with the lowest, most responsive and responsible bidder, in order to

bring the bid within the amount of available funds. Final negotiations shall be in written form as approved by the City Manager.

(K) ***Demonstration of products.*** All departments that engage firms in the demonstration, inspection and/or testing of supplies or services for which no formal solicitation has been advertised, must involve the procurement department in the demonstrations and/or testing. Where there would be an eventual solicitation for the products and/or services which have previously gone through a demonstration and/or inspection, it must be made known at the pre-bid meeting for the particular solicitation released.

Section 16: Protests Procedures.

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

(A) ***Time for Protest.*** The submission of a protest about the award of a contract, as a result of an RFP, RFQ or bid, to the City Manager must be made no later than ten calendar days of approval of notice of award.

(B) ***Form and Content of Protest.*** The protest shall be filed in writing with a statement as to the particular facts and law upon which the protest is based, to the City Manager.

The City Manager will provide a copy of the written protest to the City Attorney and other appropriate city staff.

(C) ***Protest Filing Fee.*** The written protest must be accompanied by a filling fee in the form of a money order or cashier's check payable to the City in an amount equal to one percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than $5,000.00. The filling fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. Failure to submit a filing fee or bond simultaneously with the formal protest shall invalidate the protest and the City may proceed to the contract as if the protest was never filed.

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

(D) ***Costs.*** All costs accrued from a protest shall be assumed by the protestor.

(E) ***Authority to Resolve Protests.*** The City Manager and the City Attorney shall have the authority, to settle and resolve any written protest within 30 days after receipt of the written protest.

(F) ***Special Magistrate.*** In the event the protest is not resolved by the City Manager, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the City Manager's finding are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two hours per

side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

(G) **Remedies for Solicitations or Awards in Violation of Law**

(1) *Prior to bid opening or closing date for receipt of proposals*: If prior to the bid opening or the closing date for receipt of proposals, the City Manager, after consultation with the City Attorney, determines that a solicitation is in violation of federal, state or municipal law, then the solicitation shall be canceled or revised to comply with applicable law.

(2) *Prior to award*: If after bid opening or the closing date for receipt of proposals, the City Manager, after consultation with the City Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state or municipal law, then the solicitation or proposed award shall be canceled.

(3) *After award*: If, after an award, the City Manager, after consultation with the City Attorney, determines that a solicitation or award of a contract was in violation of applicable law, then:

a. If the person or firm awarded the contract has not acted fraudulently or in bad faith:

1. The contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the city; or

2. The contract may be terminated and the person awarded the contract shall be compensated for any actual costs reasonably incurred under the contract, plus a reasonable amount for overhead, prior to the termination; or

b. If the person or firm awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if that action is in the best interests of the city.

Section 17: Cone of Silence.

(A) ***Purpose.*** A cone of silence shall be applicable to all requests for proposal (RFP), invitations to bid (ITB), RFLI, or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than $50,000.00, unless otherwise exempted in this section.

(B) ***Definition.*** The term "cone of silence" means a prohibition on:

(1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the City's staff including, but not limited to, the City Manager and his/her staff;

(2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefor;

(3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the Mayor and City Council and their respective staff.

(C) ***Exemptions.*** Notwithstanding the foregoing, the cone of silence shall not apply to:

(1) Communications between a potential proposer, offeror, respondent, bidder, consultant and City purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

(2) Duly noticed pre-bid/proposal conferences and site inspections;

(3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the City Manager presents his/her written recommendation to City Council;

(4) Emergency procurements;

(5) Communications with the city attorney;

(6) Sole source procurements;

(7) Those purchases that are exempted from competitive requirements

(8) Bid waivers;

(9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;

(10) Public presentations made to the City Council and communications occurring during any duly noticed public meeting;

(11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;

(12) Contract negotiations that occur after an award; and

(13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the City Manager and his/her staff, and the mayor and City Council and their staff, following the evaluation process, to discuss the documents released by the city as well as documents received from responders. The City Manager shall make available to the Mayor and the City Council all documents reviewed by the evaluation committee for the top three ranked responders.

(D) ***Procedure.***

(1) ***Imposition.*** A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the city manager or his/her designee shall issue a notice thereof to the affected department, the City Clerk, Mayor and City Council and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.

(2) ***Termination; City Council awarding authority.*** Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the City Council meeting where the award will be made; provided, however, that if the City Council defers the matter to a future date, the cone of silence shall be re-imposed until such time as the

matter is brought back before the City Council for further deliberation. In the event the City Council decides to reject all bids, then the cone of silence shall be lifted.

(3) ***City manager awarding authority.*** Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the City Manager; provided, however, that if the City Manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the city manager issues a recommendation for award pending the bid protest period.

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

ARTICLE II. - DESIGN-BUILD PROCUREMENT METHOD

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

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

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

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

(1) Is certified under Florida Statutes §489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(2) Is certified under Florida Statutes §471.023 to practice or to offer to practice engineering; certified under Florida Statutes §481.219 to practice or to offer to practice architecture; or certified under Florida Statutes §481.319 to practice or to offer to practice landscape architecture.

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

Design Criteria Professional means a firm which holds a current certificate or registration under Florida Statutes, chapter 481 to practice architecture or landscape architecture or a firm which holds a current certificate as a registered engineer under Florida Statutes, chapter 471 to practice engineering

and who is employed by or under contract by the city to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

Section 19: Use of Design-Build Contracts.

(a) ***Competitive Proposal Selection Process.*** The competitive proposal selection process involves a three-phase design-build process.

(1) ***Design Criteria Package.***

a. All design-build projects require a design criteria package.

b. The design criteria package shall be prepared and sealed by a design criteria professional, employed by or retained by the city.

c. Should the city elect to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted in accordance with the requirements of sections (4) and (5) of the Consultants' Competitive Negotiation Act.

d. A design criteria professional who has been selected to prepare the design criteria package shall be ineligible to render services under a design-build contract executed pursuant to the design criteria package.

(2) ***Public Announcement.*** The city shall publicly announce in a uniform and consistent manner, the fact that design criteria professional services and design-build services are required, except in cases of valid public emergency as declared by the City Manager. The announcement shall include a general description of the project, procedures for obtaining the request for proposals, and the time within which interested design criteria professionals and design-build firms may submit proposals.

(3) ***Design-Build Firm Selection.***

a. The qualification and selection of at least three design-build firms shall be made based on qualifications, availability, and past work of the firms, including the partners or members of such firms.

b. The City Manager shall select three firms submitting the best proposals and shall present the proposals to the City Council.

c. The City Council shall make the final selection of the design-build firm for the public construction project based on qualifications, availability, experience and related factors of the three firms.

d. The City Manager is authorized to develop additional procedures for use of the competitive proposal selection process for design-build contracts by the City.

(1) ***Qualifications-based selection process.*** The qualifications-based selection (QBS) is a two-phase, simplified procurement process not requiring the creation and submission of a design criteria package.

(2) ***Design-build firm selection.***

a. If the City uses the qualifications-based selection (QBS) method, the City shall employ or retain a licensed design professional appropriate to the project to serve as its representative.

b. The QBS method shall include the qualification and selection of at least design-build firms, based on the qualifications, availability, past work of the firms including partners or members of such firms.

c. The selection of at least three firms shall be made by the City Manager and presented to the City Council for final approval of one firm.

(3) ***Public announcement.*** The City shall publicly announce in a uniform and consistent manner, the fact that the design criteria professional services and design-build services are required, except in cases of valid public emergency as declared by the city. The announcement shall include a general description of the project, procedures for obtaining the request for proposals, and the time within which interested design criteria professionals and design-build firms may submit proposals.

Section 20: Method of Project Selection and Participation.

(A) Prior to the implementation of each proposed construction project, the City Council may determine which construction method to use based on the nature of the project and the city's needs and capabilities. The City Council may reject both design-build methods contained in this article and instead implement the traditional design-bid-build method of contracting.

(B) Prior to the implementation of each proposed construction project, the City Council shall also determine whether to use staff or retain an outside design criteria professional.

(C) All final agreements pursuant to this article shall be subject to the approval of the City Council following recommendations made by the City Manager. The City Council reserves the right to reject all proposals.

(D) In the case of a public emergency presenting certain conditions that might adversely affect the life, safety, health or welfare of the residents of the City, or when City employees, property or equipment are endangered, or when it is necessary to maintain or restore vital services, to address noncompliance with state statutes or other regulatory laws and permits or situations which may cause major financial impact to the City should immediate action not be taken, the City Manager is authorized to negotiate with the best design-build firm available at the time, and award a design-build contract. The emergency design-build contract shall be presented to the City Council for ratification at the next scheduled council meeting.

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

SECTION 22: Severability: Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

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

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

PASSED this 14th day of May, 2018, on first reading.

PASSED AND ADOPTED this 11th day of June, 2018, on second reading.

City of Westlake
Roger Manning, Mayor

Sandra Demarco, City Clerk

Approved as to Form and Sufficiency

Pam E. Booker, City Attorney

<PAGELABELTAG>

DAILY LAW JOURNAL



divorce

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO 2018DR004151
DIVISION: SB

KARINNA MELINO
Petitioner
And
ABILIO RODRIGUES CHAVES NETO
Respondent

NOTICE OF ACTION FOR ANNULMENT OF MARRIAGE
NO CHILD OR FINANCIAL SUPPORT
TO: [name of Respondent]
ABILIO RODRIGUES CHAVES NETO
[Respondent's last known address]
UNKNOWN

YOU ARE NOTIFIED that an action for annulment of marriage has been filed against you and that you are required to serve a copy of your written defenses, if any, to it on [name of petitioner] KARINNA MELINO Whose address is 11414 WHISPER LAKE WAY / BOCA RATON, FL 33428 on or before [date] 7-3-18 and file the original with the clerk of the Court at [clerks address] 200 W. ATLANTIC AVENUE, DELRAY BEACH, FL 33444before service on Petitioner or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded in petition.

Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request.

You must keep the Clerk of the Circuit Court's office notified of your current address. [You may file Designation of Current Mailing and E-Mail Address, Florida Supreme Court Approved Family Law Form 12.915.] Future papers in this lawsuit will be mailed or e-mailed to the address(es) on record at the clerk's office.

WARNING: Rule 12.285, Florida Family Law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.

Dated 5-2-2018

CLERK OF THE CIRCUIT COURT
BY: [MARIE A LAFOND
Deputy Clerk
5-30, 6-6, 6-13, 6-20/2018
0000354868-01

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO: 2018DR004575
DIVISION: FI

AARON HESTER,
Petitioner
And
SHELEEN UNDERWOOD,
Respondent

NOTICE OF ACTION FOR DISSOLUTION OF MARRIAGE

TO: SHELEEN UNDERWOOD
[Respondent's last known address]
HOMELESS, HOUSTON, TEXAS

YOU ARE NOTIFIED that an action for dissolution of marriage has been filed against you and that you are required to serve a copy of your written defenses, if any, to it on AARON HESTER, Whose address is 109 OLD ENGLISH COURT or before JUNE 29, 2018] and file the original with the clerk of the Court at 3188 PGA BLVD., PALM BEACH GARDENS, FL 33410] before service on Petitioner or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded in petition.

Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request.

You must keep the Clerk of the Circuit Court's office notified of your current address. [You may file Designation of Current Mailing and E-Mail Address, Florida Supreme Court Approved Family Law Form 12.915.] Future papers in this lawsuit will be mailed or e-mailed to the address(es) on record at the clerk's office.

WARNING: Rule 12.285, Florida Family Law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.

Dated MAY 22, 2018
CLERK OF THE CIRCUIT COURT
BY: KATHERINE JOHNSON
Deputy Clerk
5-30, 6-6, 6Y-13, 6-20/ 2018
0000367030-01

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO: 2018DR004625FI
DIVISION:

PATRICK S. LOUINORD,
Petitioner
And
JOANNE PIERRE,
Respondent

NOTICE OF ACTION FOR DISSOLUTION OF MARRIAGE

TO: JOANNE PIERRE
UNKNOWN
[Respondent's last known address]

YOU ARE NOTIFIED that an action for dissolution of marriage has been filed against you and that you are required to serve a copy of your written defenses, if any, to it on PATRICK S. LOUINORD, Whose address is 9796 STOVER WAY, WELLINGTON, FL 33409on or before JUNE 25, 2018, and file the original with the clerk of the Court at 205 N. DIXIE HWY. ROOM 3.22, WEST PALM BEACH, FL 33401, before service on Petitioner or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded in petition.

Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request.

You must keep the Clerk of the Circuit Court's office notified of your current address. [You may file Designation of Current Mailing and E-Mail Address, Florida Supreme Court Approved Family Law Form 12.915.] Future papers in this lawsuit will be mailed or e-mailed to the address(es) on record at the clerk's office.

WARNING: Rule 12.285, Florida Family Law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.

Dated MAY 16, 2018

CLERK OF THE CIRCUIT COURT
BY: SHEILA HOUFIELD
Deputy Clerk
5-23, 5-30, 6-6, 6-13/ 2018
0000362646-01

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 502018DR003785XXXXMB
Division: FA

IN RE THE MARRIAGE OF:
JUDE GEFFRARD,
Husband,
and
MERLINE SAPPLETON,
Wife

NOTICE OF ACTION FOR PUBLICATION

TO: Merline Sappleton

YOU ARE NOTIFIED that an action for Dissolution of Marriage, has been filed against you. You are required to serve a copy of your written defenses, if any, to this action on Tyler Jaymeson Cade, Esquire, Petitioner's attorney, whose address is 807 Lucerne Avenue, Unit West, LAKE WORTH, FL 33460, on or before JUNE 11, 2018, and file the original with the clerk of this court at Palm Beach County Courthouse, 205 North Dixie Hwy., West Palm Beach, Florida 33401, either before service on Petitioner's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the petition.

WARNING: Rule 12.285, Florida Family Law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.

DATED this 3rd day of May, 2018.

CLERK OF THE CIRCUIT COURT
By: SHAWNA BENTLEY
Deputy Clerk

FILED: PALM BEACH COUNTY, FL
SHARON R. BOCK, CLERK,
05/02/2018 01:38:55 PM
5-22, 5-29, 6-5, 6-12/2018
0000360065-01

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO: 502018DR004553XXXXMB
DIVISION:

VICTORIA RIXTUN ELIAS,
Petitioner
And
RUDI ESTUARDO PALMA PALMA,
Respondent

NOTICE OF ACTION FOR DISSOLUTION OF MARRIAGE

TO: RUDI ESTUARDO PALMA PALMA
[Respondent's last known address]
GUATEMALA

YOU ARE NOTIFIED that an action for dissolution of marriage has been filed against you and that you are required to serve a copy of your written defenses, if any, to it on VICTORIA RIXTUN ELIAS, whose address is 4569 BARCLAY CRES, LAKE WORTH, FL 33463, on or before JUNE 25, 2018 and file the original with the clerk of the Court at 205 NORTH DIXIE HIGHWAY, ROOM 3.22, WEST PALM BEACH, FL 33401, before service on Petitioner or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded in petition.

Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request.

You must keep the Clerk of the Circuit Court's office notified of your current address. [You may file Designation of Current Mailing and E-Mail Address, Florida Supreme Court Approved Family Law Form 12.915.] Future papers in this lawsuit will be mailed or e-mailed to the address(es) on record at the clerk's office.

WARNING: Rule 12.285, Florida Family Law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.

Dated MAY 14, 2018

CLERK OF THE CIRCUIT COURT
BY: SHEILA HOLFIELD
Deputy Clerk
5-23, 5-30, 6-6, 6-13/ 2018
0000361149-01

fictitious name

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of American Merchant Group located at 5155 Corporate Way, Unit K in the County of PALM BEACH in the City of Jupiter, Florida 33458 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee Florida. Dated at West Palm Beach Florida this 24 day of May, 2018
Wireless Coverage Group, Inc.
5-30/2018
0000367652-01

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of Barry's Jewelry Spa located at 3955 S. Jog Rd. in the County of PALM BEACH in the City of Greenacres, Florida 33467 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee Florida. Dated at West Palm Beach Florida this 24 day of May, 2018
B & N Jewelry Inc.
5-30/2018
0000367650-01

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of BUSINESS CREDIT & FINANCING located at 301 YAMATO RD, STE. 1240 in the County of PALM BEACH in the City of BOCA RATON Florida33431 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee Florida. Dated at West Palm Beach Florida this 24 day of MAY, 2018
ROADMAX TRUCKING, TRANSPORTATION AND LOGISTICS LLC
5-30/2018
0000367621-01

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of CROS located at 3677 23rd Ave. S. #D-101 in the City of Lake Worth Florida 33461 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee Florida. Dated at West Palm Beach Florida this 25 day of May 2018
Ruth Magana
5-30, 2018
0000367656-01

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of Four 12 Media located at 4885 Sable Circle A2 in the County of PALM BEACH in the City of West Palm Beach Florida 33417 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee Florida. Dated at West Palm Beach Florida this 25 day of May, 2018
Social Marketing Strategies LLC
5-30/2018
0000367640-01

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of Giras a Tierra Santa located at 1701 SW 7th Street in the County of PALM BEACH in the City of Boca Raton Florida 33486 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee Florida. Dated at West Palm Beach Florida this 24 day of May, 2018
Conaza Israel, LLC
5-30/2018
0000367367-01

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of JEREMIAH 29:11 CHILDREN MINISTRY FOR CHRIST located at 1600 North Federal Highway #10, in the County of PALM BEACH in the City of Boynton Beach Florida 33435 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee Florida. Dated at West Palm Beach Florida this 25 day of May, 2018
ANDRE DESRONVIL
5-30/2018
0000367329-01

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of Nate's Mobile Marine Services located at 13770 152nd Road N. in the County of PALM BEACH in the City of Jupiter Florida 33478 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee Florida. Dated at West Palm Beach Florida this 24 day of May, 2018
Nate's Mobile Marine Services
5-30/2018
0000364338-01

fictitious name

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of Stefan Sinn Real Estate located at 301 E. Ocean Ave., Suite 5, in the County of PALM BEACH in the City of Lantana Florida 33462 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee Florida. Dated at West Palm Beach Florida this 25 day of May, 2018
Real Estate Galleria, LLC
5-30/2018
0000367470-01

foreclosure

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.
CASE No.
50-2017-CA-003366-XXXX-MB

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-2,
Plaintiff,

vs.
BENEDETTO, PETER, et. al,
Defendants.

NOTICE OF FORECLOSURE SALE PURSUANT TO CHAPTER 45 OF THE FLORIDA STATUTES

NOTICE IS HEREBY GIVEN pursuant to an Order or Final Judgment entered in Case No. 50-2017-CA-003366-XXXX-MB of the Circuit Court of the 15TH Judicial Circuit in and for PALM BEACH County, Florida, wherein, THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-2, Plaintiff, and, BENEDETTO, PETER, et. al., are Defendants, Clerk of the Circuit Court, Sharon R. Bock, will sell to the highest bidder for cash at, WWW.MYPALMBEACHCLERK.CLERKAUCTION.COM, at the hour of 10:00 a.m., on the 5th day of July, 2018, the following described property:

LOT 55, LAUREL HILLS, 2ND ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22, AT PAGE 1, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the Lis Pendens must file a claim within 60 days after the sale.

DATED this 23 day of May, 2018.

GREENSPOON MARDER, LLP
TRADE CENTRE SOUTH, SUITE 700
100 WEST CYPRESS CREEK ROAD
FORT LAUDERDALE, FL 33309
Telephone: (954) 343 6273
Hearing Line: (888) 491-1120
Facsimile: (954) 343 6982
Email 1:
karissa.chin-duncan@gmlaw.com
Email 2: gmforeclosure@gmlaw.com
By: ______
Karissa Chin-Duncan, Esq.
Florida Bar No. 98472

IMPORTANT

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Clerk of the Court's disability coordinator at 205 N. DIXIE HIGHWAY STE 3.23, WEST PALM BEACH, FL 33402, 561-355-2461, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.
(32875.1135/ASaavedra)
5-30, 6-6/ 2018
0000366373-01

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA
GENERAL JURISDICTION
DIVISION
CASE NO. 502014CA007282XXXXMB
UCN:502014CA007282XXXXXX
Residential Foreclosure

HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF ACE SECURITIES CORP., HOME EQUITY LOAN TRUST, SERIES 2006-FM2, ASSET BACKED PASS-THROUGH CERTIFICATES,
Plaintiff,

vs.
JAMIE RUBERTO; FRANK J. BATUS; STATE OF FLORIDA DEPARTMENT OF REVENUE; CLERK OF CIRCUIT COURT OF PALM BEACH COUNTY, FLORIDA; UNKNOWN TENANT NO. 1; UNKNOWN TENANT NO. 2; and ALL UNKNOWN PARTIES CLAIMING INTERESTS BY, THROUGH, UNDER OR AGAINST A NAMED DEFENDANT TO THIS ACTION, OR HAVING OR CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY HEREIN DESCRIBED,
Defendant(s).

RE-NOTICE OF SALE PURSUANT TO CHAPTER 45

NOTICE IS HEREBY GIVEN pursuant to an Order or Summary Final Judgment of foreclosure dated January 9, 2018 and an Order Resetting Sale dated May 16, 2018 and entered in Case No. 502014CA007282XXXXMB UCN:502014CA007282XXXXXX of the Circuit Court in and for Palm Beach County, Florida, wherein HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF ACE SECURITIES CORP., HOME EQUITY LOAN TRUST, SERIES 2006-FM2, ASSET BACKED PASS-THROUGH CERTIFICATES is Plaintiff and JAMIE RUBERTO; FRANK J. BATUS; STATE OF FLORIDA DEPARTMENT OF REVENUE; CLERK OF CIRCUIT COURT OF PALM BEACH COUNTY, FLORIDA; UNKNOWN TENANT NO. 1; UNKNOWN TENANT NO. 2; and ALL UNKNOWN PARTIES CLAIMING INTERESTS BY, THROUGH, UNDER OR AGAINST A NAMED DEFENDANT TO THIS ACTION, OR HAVING OR CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY HEREIN DESCRIBED, are Defendants, SHARON R. BOCK, Clerk of the Circuit Court, will sell to the highest and best bidder for cash www.mypalmbeachclerk.clerkauction.com, 10:00 a.m., on June 29, 2018 , the following described property as set forth in said Order or Final Judgment, to-wit:

A PARCEL OF LAND IN SECTION 32, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 32, AT A DISTANCE OF 1994 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 32; THENCE EASTERLY, PARALLEL TO THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 350 FEET TO THE POINT OF BEGINNING AND THE SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE NORTHERLY, PARALLEL TO SAID QUARTER SECTION LINE, A DISTANCE OF 150 FEET; THENCE EASTERLY, PARALLEL TO THE SAID NORTH LINE OF SAID SECTION 32, A DISTANCE OF 75 FEET; THENCE SOUTHERLY, PARALLEL TO THE SAID QUARTER SECTION LINE, A DISTANCE OF 150 FEET; THENCE WESTERLY, PARALLEL TO THE SAID NORTH LINE OF SAID SECTION 32, A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING; TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS UPON, OVER AND ACROSS THE WEST 400 FEET OF THE SOUTH 16 FEET OF THE NORTH 2010 FEET OF SAID SECTION 32, TOWNSHIP 41 SOUTH, RANGE 43 EAST.

ANY PERSON CLAIMING AN INTEREST IN THE SURPLUS FROM THE SALE, IF ANY, OTHER THAN THE PROPERTY OWNER AS OF THE DATE OF THE LIS PENDENS MUST FILE A CLAIM WITHIN 60 DAYS AFTER THE SALE.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Krista Garber, ADA Coordinator, in the Administrative Office of the Court, Palm Beach County Courthouse, 205 North Dixie Highway, Room 5.2500, West Palm Beach, Florida 33401; telephone number (561) 355-4380 within two (2) working days of your receipt of this notice; if you are hearing or voice impaired, call1-800-955-8770.

DATED MAY 18, 2018.

SHD Legal Group P.A.
Attorneys for Plaintiff
499 NW 70th Ave., Suite 309
Fort Lauderdale, FL 33317
Telephone: (954) 564-0071
Facsimile: (954) 564-9252
Service E-mail:
answers@shdlegalgroup.com
By: ______
Michael Alterman
Florida Bar No.: 36825
5-23, 5-30/ 2018
[illegible]

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR ST. LUCIE COUNTY, FLORIDA

CASE NO.: 2016CA000329

U.S. BANK, N.A., SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, ON BEHALF OF THE HOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES I TRUST 2006-HE10, ASSET-BACKED CERTIFICATES SERIES 2006-HE10,
Plaintiff,

vs.
SALMON MOODIE; UNKNOWN SPOUSE OF SALMON MOODIE; UNKNOWN TENANT(S) IN POSSESSION #1 and #2, and ALL OTHER UNKNOWN PARTIES, et.al.,
Defendant(s).

RE-NOTICE OF FORECLOSURE SALE

NOTICE IS HEREBY GIVEN pursuant to a Final Judgment of Foreclosure dated July 20, 2017 and an Order Canceling and Rescheduling Foreclosure Sale dated May 14, 2018, entered in Civil Case No.: 2016CA000329 of the Circuit Court of the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, wherein U.S. BANK, N.A., SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, ON BEHALF OF THE HOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES I TRUST 2006-HE10, ASSET-BACKED CERTIFICATES SERIES 2006-HE10, Plaintiff, and SALMON MOODIE, UNKNOWN SPOUSE OF SALMON MOODIE; UNKNOWN TENANT(S) IN POSSESSION #1 N/K/A KENNETH CLOCK, are Defendants.

JOSEPH E. SMITH, The Clerk of the Circuit Court, will sell to the highest bidder for cash, at https://stlucie.clerkauction.com, at 08:00 AM, on the 3rd day of October, 2018, the following described real property as set forth in said Final Judgment of Foreclosure, to wit:

LOT(S) 6, BLOCK 93, PORT ST. LUCIE, SECTION TWENTY-SEVEN, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR ST. LUCIE COUNTY, FLORIDA, RECORDED IN PLAT BOOK 14, PAGE 5. SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

If you are a person claiming a right to funds remaining after the sale, you must file a claim with the clerk no later than 60 days after the sale. If you fail to file a claim you will not be entitled to any remaining funds. After 60 days, only the owner of record as of the date of the lis pendens may claim the surplus.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Corrie Johnson, ADA Coordinator, 250 NW Country Club Drive, Suite 217, Port St. Lucie, FL 34986, (772) 807-4370 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Si usted es una persona discapacitada que necesita alguna adaptación para poder participar de este procedimiento o evento; usted tiene derecho, sin costo alguno a que se le provea cierta ayuda. Favor de comunicarse con Corrie Johnson, Coordinadora de A.D.A., 250 NW Country Club Drive, Suite 217, Port St. Lucie, FL 34986, (772) 807-4370 por lo menos 7 días antes de que tenga que comparecer en corte o inmediatamente después de haber recibido ésta notificación si es que falta menos de 7 días para su comparecencia. Si tiene una discapacidad auditiva ó de habla, llame al 711.

Si ou se yon moun ki kokobé ki bezwen asistans ou aparèy pou ou ka patisipé nan prosedu sa-a, ou gen dwa san ou pa bezwen péyé anyen pou ou jwen on seri de èd. Tanpri kontakté Corrie Johnson, Co-ordinator ADA, 250 NW Country Club Drive, suite 217, Port St. Lucie, FL 34986, (772) 807-4370 O'mwen 7 jou avan ke ou gen pou-ou parèt nan tribunal, ou imediatman ke ou reseva avis sa-a ou si lè ke ou gen pou-ou alé nan tribunal-la mwens ke 7 jou; Si ou pa ka tandé ou palé byen, rélé 711.

Dated: May 23, 2018
By: Elisabeth Porter
Florida Bar No.: 645648.
Attorney for Plaintiff:
Brian L. Rosaler, Esquire
Popkin & Rosaler, P.A.
1701West Hillsboro Boulevard
Suite 400
Deerfield Beach, FL 33442
Telephone: (954) 360-9030
Facsimile: (954) 420-5187
5-30, 6-6/ 2018
0000366748-01

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR ST. LUCIE COUNTY, FLORIDA

CASE NO.: 2018CA000295

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE J.P. MORGAN MORTGAGE ACQUISITION TRUST 2007-CH2 ASSET BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-CH2,
Plaintiff,

vs.
CYNTHIA L FULMER; GLENN A FULMER; UNKNOWN TENANT(S) IN POSSESSION #1 and #2, and ALL OTHER UNKNOWN PARTIES, et.al.,
Defendant(s).

NOTICE OF FORECLOSURE SALE

NOTICE IS HEREBY GIVEN pursuant to a Final Judgment of Foreclosure dated May 18, 2018, entered in Civil Case No.: 2018CA000295 of the Circuit Court of the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, wherein DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE J.P. MORGAN MORTGAGE ACQUISITION TRUST 2007-CH2 ASSET BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-CH2, Plaintiff, and CYNTHIA L FULMER; GLENN A FULMER are Defendants.

JOSEPH E. SMITH, The Clerk of the Circuit Court, will sell to the highest bidder for cash, at https://stlucie.clerkauction.com, at 8:00 AM, on the 11th day of September, 2018, the following described real property as set forth in said Final Judgment of Foreclosure, to wit:

LOT 27, BLOCK 2406, PORT ST.LUCIE SECTION THIRTY-FOUR, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 9, 9A THROUGH 9W, PUBLIC RECORDS OF ST.LUCIE COUNTY, FLORIDA.

If you are a person claiming a right to funds remaining after the sale, you must file a claim with the clerk no later than 60 days after the sale. If you fail to file a claim you will not be entitled to any remaining funds. After 60 days, only the owner of record as of the date of the lis pendens may claim the surplus.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Corrie Johnson, ADA Coordinator, 250 NW Country Club Drive, Suite 217, Port St. Lucie, FL 34986, (772) 807-4370 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

foreclosure

Si usted es una persona discapacitada que necesita alguna adaptación para poder participar de este procedimiento o evento; usted tiene derecho, sin costo alguno a que se le provea cierta ayuda. Favor de comunicarse con Corrie Johnson, Coordinadora de A.D.A., 250 NW Country Club Drive, Suite 217, Port St. Lucie, FL 34986, (772) 807-4370 por lo menos 7 días antes de que tenga que comparecer en corte o inmediatamente después de haber recibido ésta notificación si es que falta menos de 7 días para su comparecencia. Si tiene una discapacidad auditiva ó de habla, llame al 711.

Si ou se yon moun ki kokobé ki bezwen asistans ou aparèy pou ou ka patisipé nan prosedu sa-a, ou gen dwa san ou pa bezwen péyé anyen pou ou jwen on seri de èd. Tanpri kontakté Corrie Johnson, Co-ordinator ADA, 250 NW Country Club Drive, suite 217, Port St. Lucie, FL 34986, (772) 807-4370 O'mwen 7 jou avan ke ou gen pou-ou parèt nan tribunal, ou imediatman ke ou reseva avis sa-a ou si lè ke ou gen pou-ou alé nan tribunal-la mwens ke 7 jou; Si ou pa ka tandé ou palé byen, rélé 711.

Dated: May 23, 2018
By: Elisabeth Porter
Florida Bar No.: 645648.
Attorney for Plaintiff
Brian L. Rosaler, Esquire
Popkin & Rosaler, P.A.
1701West Hillsboro Boulevard
Suite 400
Deerfield Beach, FL 33442
Telephone: (954) 360-9030
Facsimile: (954) 420-5187
5-30, 6-6/ 2018
0000364766-01

legal notice

INVITATION TO BID

Sealed bids will be received by the Village of Royal Palm Beach, Florida at the Office of the Village Clerk, located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, for subject project 3:00 p.m. local time Wednesday, June 27, 2018, then opened publicly at that time.

PROJECT: RV Storage Lot Phase II

Project NO: EN1804 & EN1502

Project Description:
Construction of a 144 space recreational vehicle storage lot. The proposed project includes base preparation, concrete parking lot, lighting, security cameras, fencing, and striping.
Budget: $550,000.00

The Contract Documents will be open to inspection at the Clerk's office. Contract documents may be purchased after noon on Tuesday, June 5, 2018 from the Village of Royal Palm Beach, ATTN: Village Clerk, 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida, 33411 at the following prices, which are non-refundable:

Complete Set: $50.00 Packaging & Mailing Charges / Set: $75.00
(Drawings & Project Manual)

Project plans and documents may be requested free of charge at:

www.royalpalmbeach.com/bids

Bids must be accompanied by a Bid Security in the form of a certified bank check made payable to the Owner, or a Bid Bond. The amount of the security shall not be less than five (5) percent of the Bidder's total price indicated in Bid Form.

In accordance with F.S. 287.133 (2) (a), persons and affiliates who have been placed on the convicted vendor list may not submit bids, contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Village of Royal Palm Beach) in excess of Ten Thousand Dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

A pre-bid conference will be held on Wednesday, June 20, 2018 at 3:00 p.m. at the David Farber Training Room (address listed above). The pre-bid conference is not mandatory.

The OWNER reserves the right to reject any or all Bids, to waive informalities, and to re-advertise.

Publish: Palm Beach Post
5-30/2018
0000367521-01

NOTICE:
East Central Regional Water Reclamation Facility Board (Lake Worth, Town of Palm Beach, Palm Beach County, Riviera Beach, and West Palm Beach) Meeting will be held at 9:00 a.m. on June 14, 2018 at the City of West Palm Beach, Flagler Gallery located at 401 Clematis Street, West Palm Beach, Florida 33401.

"Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: If a person decides to appeal any decision made by this board, agency, or council with respect to any matter considered at its meeting or hearing, he will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law."

All interested parties may appear at the above public meeting at the stated time and place to be heard with respect thereto. The meeting may be continued from time to time as may be necessary. The public record of these meetings can be examined at the City of West Palm Beach, Public Utilities – 401 Clematis Street, West Palm Beach, Florida 33401.

5 - 30/2018
0000241689-01

Notice for Ordinance Establishing Purchasing Procedures and Guidelines for Acquiring Goods, Services and/or Construction Related Services (Ordinance 2018-7)

Date: June 11, 2018
Time: 6:30 P.M.
Place: Westlake Council Chambers
4005 Seminole Pratt Whitney Road
Westlake, FL 33470

Title of Proposed Ordinance:

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

The ordinance establishing purchasing procedures and guidelines for acquiring goods, services and/or construction related services may be inspected by interested parties at 4001 Seminole Pratt Whitney Road, Westlake, Florida 33470. Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.
5-30/2018
0000362424-01

What can you find in the Classifieds?
Announcements, jobs, appliance repair, auctions, furniture, merchandise, antiques, farm supplies, pets, houses, condos, apartments, cars, SUVs, boats, trucks, towing, and lots more!

legal notice

PALM BEACH COUNTY
HEALTH FACILITIES AUTHORITY

MEETING NOTICE

THE PALM BEACH COUNTY HEALTH FACILITIES AUTHORITY HAS SCHEDULED A MEETING FOR WEDNESDAY, JUNE 27, 2018 AT 3:00 P.M. AT THE OFFICES OF HAILE, SHAW & PFAFFENBERGER, P.A., EXECUTIVE CONFERENCE ROOM, 660 U.S. HIGHWAY ONE, THIRD FLOOR, NORTH PALM BEACH, FLORIDA 33408.

AGENDA

I. ROLL CALL.
II. APPROVAL OF MINUTES OF JUNE 1, 2018.
III. FINAL CONSIDERATION OF LIFESPACE COMMUNITIES, INC. APPLICATION AND BOND RESOLUTION.
IV. ANY OTHER BUSINESS THAT MAY PROPERLY COME BEFORE THE AUTHORITY.
V. ADJOURNMENT.

NOTE: ANY PERSON DECIDING TO APPEAL ANY DECISION MADE BY THE AUTHORITY WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE PROCEEDINGS OF THE MEETING, AND FOR SUCH PURPOSE HE/SHE 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.

PUBLISHED: PALM BEACH POST
5-30/ 2018
0000367823-01

REQUEST FOR PROPOSAL

Sealed proposals will be received by the Village of Royal Palm Beach, Florida at the Office of the Village Clerk, located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, for subject project 3:00 p.m. local time Wednesday, June 20, 2018, then opened publicly at that time.

PROJECT: Pavement Condition Survey and Right of Way Tree Inventory

Project NO: EN1803

Project Description:
Royal Palm Beach's Engineering Department is soliciting proposals from qualified Proposers having experience in Pavement Condition Survey Services.
Budget: $60,000

The Contract Documents will be open to inspection at the Clerk's office. Contract documents may be purchased after noon on Wednesday, May 30, 2018 from the Village of Royal Palm Beach, ATTN: Village Clerk, 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida, 33411 at the following prices, which are non-refundable:

Complete Set: $50.00 Packaging & Mailing Charges / Set: $75.00
(Drawings & Project Manual)

Project plans and documents may be requested free of charge at:

www.royalpalmbeach.com/bids

In accordance with F.S. 287.133 (2) (a), persons and affiliates who have been placed on the convicted vendor list may not submit bids, contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Village of Royal Palm Beach) in excess of Ten Thousand Dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

A pre-bid conference will be held on Wednesday, June 6, 2018 at 3:00 p.m. at the Village Hall (address listed above). The pre-bid conference is not mandatory. There will be a phone conference option for the pre-bid conference. For conference call information please contact Vickie Day @ vday@royalpalmbeach.com on or before June 5, 2018.

The OWNER reserves the right to reject any or all Bids, to waive informalities, and to re-advertise.

Publish: Palm Beach Post
5-30/ 2018
0000367374-01

notice to bid

LEGAL NOTICE
INVITATION TO BID 04-18
PURCHASE OF PICKUP TRUCK

The City of Belle Glade is soliciting proposals for the PURCHASE OF PICKUP TRUCK. The complete invitation to bid including specifications and proposal forms may be obtained by bona fide bidders from the office of the City Clerk, at 110 Dr Martin Luther King Jr. Blvd, West, Belle Glade, Florida 33430, Monday through Thursday, 7:30 a.m. to 6:30 p.m. or from the City of Belle Glade's website at: http://www.bellegladegov.com. Contact Craig Jordan, Purchasing Manager, at 561-992-1606, for further information.

Sealed proposals will be received by the City Clerk's office, located in City Hall at the above mentioned address, until 4:00 p.m., local time, on June 21, 2018, at which time they will be opened and recorded. Proposals received after this time will be returned unopened.

THE CITY OF BELLE GLADE
Debra R. Buff, MMC, City Clerk

PUBLISH: PALM BEACH POST
5-30/ 2018
0000366560-01

notice to creditor

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA PROBATE DIVISION

CASE NO.: 50-2018-CP-002254

IN RE: ESTATE OF
Shirley Mae Camejo,
Deceased.

NOTICE TO CREDITORS

The Estate of Shirley Mae Camejo File Number 50-2018-CP-002254, is pending in the Circuit Court for Palm Beach County 200 West Atlantic Ave., Delray Beach, FL 33444. The names and addresses of the personal representatives are set forth below. The date of first publication of this notice is May 23, 2018.

All creditors of the decedent and other persons having claims or demands against decedent's Estate, including unmatured, contingent or unliquidated claims, are required to file their claims with the above-named court within 3 months after the date of the first publication of this notice.

ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED.

Personal Representatives
Raul A. Camejo Jr.
PO Box 206
Ashland, NH 03217;
Richard A. Camejo Sr.
1 Patricia Lane
Newtown, CT 06470

5-23, 5-30/ 2018
0000364389-01

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA PROBATE DIVISION

File No.: 50-2018-CP-000436-XXXX-SB
Division: Probate-IZ

IN RE: ESTATE OF
ROBERTA SCHWARTZ
Deceased

NOTICE TO CREDITORS

The administration of the estate of ROBERTA SCHWARTZ, deceased, whose date of death was February 11, 2017, is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is 200 W. Atlantic Blvd., Delray Beach, FL 33444.