

CITY OF WESTLAKE



AGENDA

City Council Regular Meeting

Tuesday, November 04, 2025, at 6:00 PM

The Lodge at Westlake Adventure Park
5490 Kingfisher Blvd.
Westlake, Florida 33470

Live Broadcasting:

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

Meeting ID: 2632 888 9851 | Password: hello

or

United States Toll: +1-650-479-3208

CITY COUNCIL:

JohnPaul O'Connor, Mayor
Greg Langowski, Vice Mayor
Gary Werner, Council Member – Seat 1
Erik Gleason, Council Member – Seat 2
Charlotte Leonard, Council Member – Seat 3

CITY STAFF:

Zoie P. Burgess, CMC, Acting City Manager
Odet Izquierdo, Acting City Clerk
Donald J. Doody, Esq., City Attorney
Osniel Leon, AICP, Planning and Zoning
Suzanne Dombrowski, P.E., ENV SP, Engineering

[TENTATIVE: SUBJECT TO REVISION]

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

PUBLIC COMMENTS

This section of the agenda allows for comments from the public to speak. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium, and prior to addressing Council, state your name and address for the record. All public comments will be noted and may receive a response if necessary. Any follow-up will be handled by staff later.

PRESENTATIONS/PROCLAMATIONS

- A. Palm Beach County School District New School Update: Facility Plan, Design Status & Schedule, anticipated Traffic Impacts and Curriculum

Presented By: Mr. David Dolan, MBA Chief of Facilities Management, Dr. Ana Arce-Gonzalez, Instructional Superintendent, Maria Bishop, Chief Academic Officer

CONSENT AGENDA

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

- [A.](#) Minutes_ City Council Comprehensive Plan Workshop - 10.07.2025 DRAFT
[B.](#) Minutes_ City Council Regular Meeting - 10.07.2025 DRAFT
[C.](#) Financial Report - September 2025

PUBLIC HEARING

NEW BUSINESS

- [A.](#) Resolution 2025-31- Support of the construction of 60th Street North from Seminole Pratt Whitney Road to State Road 7.

Submitted By: Administration

RESOLUTION NO. 2025-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, EXPRESSING ITS SUPPORT OF THE CONSTRUCTION OF 60TH STREET NORTH FROM SEMINOLE PRATT WHITNEY ROAD TO STATE ROUTE 7; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

- B. Inframark LLC Services contract – Fee Increase: One (1) Full Time Personnel for Housing Assistance Program

Submitted By: Administration

RESOLUTION NO. 2025-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN INFRAMARK, LLC AND CITY OF WESTLAKE FOR ADDITIONAL PERSONNEL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

- C. RESOLUTION 2025-32 - Adopting the 2024 revised Palm Beach County Local Mitigation Strategy Plan

Submitted By: Administration

RESOLUTION NO. 2025-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND ADOPTING THE 2024 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; PROVIDING FOR THE PURSUIT OF FUNDING AND IMPLEMENTATION; PROVIDING FOR SUPPORT OF THE LOCAL MITIGATION STRATEGY PROCESS; PROVIDING FOR TRANSMITTAL TO PALM BEACH COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

- D. City of Westlake Lighting Recognition Schedule

Submitted By: Administration

- E. Solid Waste & Recyclable Collection Services Agreement between City of Westlake and Waste Management Inc.

Submitted By: Administration

RESOLUTION NO. 2025-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THE SOLID WASTE AND RECYCLABLE COLLECTION SERVICES AGREEMENT BETWEEN CITY OF WESTLAKE AND WASTE MANAGEMENT INC. OF FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CITY COUNCIL COMMENTS

- A. Councilwoman Charlotte Leonard
- B. Councilman Erik Gleason
- C. Councilman Gary Werner
- D. Vice Mayor Greg Langowski
- E. Mayor JohnPaul O'Connor

REPORT - STAFF

REPORT - CITY ATTORNEY

REPORT - CITY MANAGER

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ADJOURNMENT

Next Meeting (Subject to Change or be Cancelled): December 2, 2025

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

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

AGENDA POSTED: October 24, 2025

File Attachments for Item:

A. Minutes_ City Council Comprehensive Plan Workshop - 10.07.2025 DRAFT

CITY OF WESTLAKE



MINUTES

City Council Comprehensive Plan Workshop

Tuesday, October 07, 2025, at 5:00 PM

The Lodge at Westlake Adventure Park
5490 Kingfisher Blvd.
Westlake, Florida 33470

CITY COUNCIL:

JohnPaul O'Connor, Mayor
Greg Langowski, Vice Mayor
Gary Werner, Council Member – Seat 1
Erik Gleason, Council Member – Seat 2
Charlotte Leonard, Council Member – Seat 3

CITY STAFF:

Zoie P. Burgess, CMC, Acting City Manager
Odet Izquierdo, Acting City Clerk
Donald J. Doody, Esq., City Attorney
Osniel Leon, AICP, Planning and Zoning
Suzanne Dombrowski, P.E., ENV SP, Engineering

CALL TO ORDER

Mayor O'Connor called the City Council Comprehensive Plan Workshop on Tuesday, October 7, 2025, to order at 5:01 PM.

ROLL CALL

Present and constituting a quorum:

Councilman Gary Werner
Councilman Erik Gleason
Councilwoman Charlotte Leonard
Vice Mayor Greg Langowski
Mayor JohnPaul O'Connor

Also present:

Zoie P. Burgess, CMC City Manager
Odet Izquierdo, Acting City Clerk
Nilsa Zacarias, AICP, Director of Planning
Osniel Leon, AICP, Planning and Zoning

PLEDGE OF ALLEGIANCE

Mayor O'Connor led the Pledge of Allegiance.

WORKSHOP AGENDA

- A. Comprehensive Plan update: Conservation, Recreation and Open Space, Intergovernmental Coordination, Private Property Rights Elements

Ms. Zacarias she recounted the comprehensive plan process noting that the first workshop on August 5th focused on administrative future land use and housing, and the second on September 2nd, addressed transportation and infrastructure. This final session covered conservation, recreation, open space, intergovernmental coordination, and private property rights.

For next steps, Ms. Zacarias outlined plans for December 2nd LPA and city council hearing, followed by comprehensive plan transmittal to state agencies.

Ms. Zacarias emphasized the difference between this comprehensive review and regular zoning, particularly in processes impacted by Senate Bill 180, currently under potential litigation by municipalities. The comprehensive plan consists of distinct data and policy documents, forming a holistic framework.

In discussing the recreation and open space elements, Ms. Zacarias highlighted extensive updates in city park inventories compared to 2016, reflecting a commitment to vibrant community spaces. The inventory spans open spaces, neighborhood amenities, and community facilities. Clarifications were made regarding the definition of "public" in this context, aligning with comprehensive plan definitions that encompass neighborhood-specific access.

Community facilities, showcased via updated maps and tables, include proposed parks, with discussions around a joint city and Seminole Improvement District venture, emphasizing community park strategic importance.

Regarding levels of service, Ms. Zacarias presented current and projected acreage needs for neighborhood and community parks, underscoring the figures' planning implications but noting non-concurrency standards.

For conservation, new objectives like climate impact assessments were introduced, highlighting resilient designs and coordination with climate compacts.

The discussion encompassed intergovernmental coordination, with several policies updates to reflect procedural adjustments and current agreements. The comprehensive plan is framed as an aspirational guide, aligning planning with statutory obligations while acknowledging potential state challenges.

In summary, staff conveyed confidence in the comprehensive plan's direction amid challenges, reaffirming its strategic objectives as revisions progress, aligned with meticulous state and community collaborations. Overall meetings reinforce investment in comprehensive development amid legislative and operational dynamics.

Council thanked staff for their work through three workshops, substantial reading material, and one-on-one meetings. Ms. Zacarias expressed confidence in the document they would send to the state. Acting City Manager Ms. Burgess reminded council this would return in December for LPA review and first reading.

CITY COUNCIL COMMENTS

- A. Councilwoman Charlotte Leonard – no comments.
- B. Councilman Erik Gleason – no comments.
- C. Councilman Gary Werner – no comments.
- D. Vice Mayor Greg Langowski – no comments.
- E. Mayor JohnPaul O'Connor – no comments.

CITY ATTORNEY COMMENTS

Mr. Doody had no comments.

CITY MANAGER COMMENTS

Acting City Manager, Ms. Burgess, had no additional comments beyond her earlier reminder about the December meeting schedule.

PUBLIC COMMENTS

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Mayor O'Connor opened public comments for the comprehensive plan workshop. There were no public comments.

ADJOURNMENT

There being no further business, Mayor O'Connor adjourned the meeting at 5:47 PM.

Odet Izquierdo, Acting City Clerk

JohnPaul O'Connor, Mayor

File Attachments for Item:

B. Minutes_City Council Regular Meeting - 10.07.2025 DRAFT

CITY OF WESTLAKE



MINUTES

City Council Regular Meeting

Tuesday, October 7, 2025, at 6:00 PM

The Lodge at Westlake Adventure Park
5490 Kingfisher Blvd.
Westlake, Florida 33470

CITY COUNCIL:

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Donald J. Doody, Esq., City Attorney
Osniel Leon, AICP, Planning and Zoning
Suzanne Dombrowski, P.E., ENV SP, Engineering

A regular meeting of the City Council of the City of Westlake was held on Tuesday, October 7, 2025, at 6:00 PM., at The Lodge at Westlake Adventure Park, 5490 Kingfisher Blvd. Members of the public also attended the meeting through electronic means and accessed as follows:

1. Webex meeting from a computer, tablet or smartphone at the following link:
<https://cityofwestlake.my.webex.com/>

Meeting ID: 2868 144 9421
Password: hello

2. Participants also dialed in using the following number:

United States Toll: +1-650-479-3208
Meeting ID: 2868 144 9421

CALL TO ORDER

Mayor O'Connor called the City of Westlake regular meeting of Tuesday, October 7, 2025, to order at 6:00 PM

ROLL CALL

Present and constituting a quorum:

Councilman Gary Werner
Councilman Erik Gleason
Councilwoman Charlotte Leonard
Vice Mayor Greg Langowski
Mayor JohnPaul O'Connor

Also present:

Zoie P. Burgess, CMC, Acting City Manager
Donald J. Doody, Esq., City Attorney
Odette Izquierdo, Acting City Clerk
Osniel Leon, AICP, Planning and Zoning

PLEDGE OF ALLEGIANCE

Mayor O'Connor led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Mayor O'Connor called for any additions, deletions, or modifications to the agenda.

Vice Mayor Langowski made a motion to approve the agenda as presented. Seconded by Councilwoman Leonard.

ROLL CALL

Councilman Werner	YES
Councilman Gleason	YES
Councilwoman Leonard	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES

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

PUBLIC COMMENTS

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Captain Sandt from PBSO provided the monthly report and introduced Deputy Paul Heckler as the new traffic enforcement deputy, that started October 1.

Fire Rescue presented reports for September.

Ms. Lynne Ladner, the new district manager for the Seminole Improvement District, introduced herself.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber gave an update on traffic lights/city lights. He inquired about turning lights pink for Breast Cancer Awareness Month. He emphasized the concern regarding traffic in the city and the need for a solution. He specifically advocated for a traffic signal at Water's Edge and suggested getting a police officer to direct traffic in the morning. Mr. Farber also mentioned the ongoing issues with the US Postal Service.

PRESENTATIONS/PROCLAMATIONS

A. Proclamation 2025-13 - National Breast Cancer Awareness Month

Mayor O'Connor read the proclamation declaring October 2025 as National Breast Cancer Awareness Month into record.

B. Proclamation 2025-14 - Florida City Government Week October 2025

Mayor O'Connor read the proclamation declaring October 20-26, 2025, as Florida City Government Week into record.

C. Proclamation - 2025-15 - Kenneth Cassel

Mayor O'Connor read a proclamation honoring Kenneth Cassel as the first city manager of Westlake into record.

CONSENT AGENDA

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- A. Minutes_City Council Special Meeting - 08.26.2025 DRAFT
- B. Minutes_City Council and Seminole Improvement District Joint Workshop 09.02.2025 DRAFT
- C. Minutes_City Council Comprehensive Plan Workshop - 09.02.2025 DRAFT
- D. Minutes_City Council Regular Meeting - 09.02.2025 DRAFT
- E. Minutes_City Council First Budget Hearing - 09.03.2025 DRAFT
- F. Minutes_City Council Special Meeting - 09.11.2025 DRAFT
- G. Minutes_City Council Final Budget Hearing - 09.11.2025 DRAFT
- H. Minutes_City Council Workshop - 09.22.2025 DRAFT

I. Monthly Financial Report – August

Mayor O'Connor called for a motion to approve Consent Agenda.

Motion by Councilman Gleason to approve Consent Agenda as presented, seconded by Councilman Werner.

ROLL CALL

Councilman Gleason	YES
Councilwoman Leonard	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilman Werner	YES

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

PUBLIC HEARING

- A. **SECOND READING:** Ordinance 2025-07 - Establishing the qualifying dates for the March 2026 general municipal elections on first reading.

Submitted By: City Clerk's Office

ORDINANCE NO. 2025-07

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, ESTABLISHING THE QUALIFYING DATES FOR THE MARCH 2026 GENERAL MUNICIPAL ELECTIONS, IN ACCORDANCE WITH THE DIRECTION OF THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Doody read the ordinance by title only.

Mayor O'Connor opened the public hearing and asked for public comments. Hearing none, he closed the public hearing.

Motion by Vice Mayor Langowski to approve Ordinance 2025-07, seconded by Councilman Gleason.

ROLL CALL

Councilwoman Leonard	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilman Werner	YES
Councilman Gleason	YES

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

NEW BUSINESS

- A. Resolution 2025-26 - Delegating All Canvassing Duties to the County Canvassing Board

Submitted By: City Clerk

RESOLUTION 2025-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, DELEGATING ALL CANVASSING DUTIES, AS DEFINED IN THE FLORIDA ELECTION CODE AND THE FLORIDA ADMINISTRATIVE CODE, TO THE COUNTY CANVASSING BOARD ESTABLISHED IN ACCORDANCE WITH SECTION 102.141, F.S., AUTHORIZING AND DESIGNATING THE CITY CLERK TO SERVE AS THE CITY'S OFFICIAL REPRESENTATIVE IN ALL TRANSACTIONS WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS IN RELATION TO MATTERS PERTAINING TO THE USE OF THE REGISTRATION BOOKS AND RECORDS NECESSARY FOR HOLDING MUNICIPAL ELECTIONS WITHIN THE CITY; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Doody read the resolution by title only.

Acting City Clerk Ms. Izquierdo gave staff updates and requested action.

Council expressed support for letting the county handle these duties.

Motion by Councilman Werner to approve Resolution 2025-26, seconded by Councilwoman Leonard.

ROLL CALL

Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilman Werner	YES
Councilman Gleason	YES
Councilwoman Leonard	YES

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

B. RESOLUTION 2025-27 - Palm Beach County Fire Rescue Use of City Seal

Submitted By: Administration

RESOLUTION 2025-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING THE REQUEST BY THE PALM BEACH FIRE RESCUE DEPARTMENT TO PLACE AND DISPLAY THE WESTLAKE CITY SEAL ON THE PALM BEACH FIRE RESCUE DEPARTMENT MOTOR VEHICLES SERVICING THE CITY OF WESTLAKE; THE AUTHORIZATION TO USE THE CITY SEAL BY THE PALM BEACH FIRE RESCUE DEPARTMENT IS EXPRESSLY LIMITED TO THOSE MOTOR VEHICLES ASSIGNED TO AND UTILIZED WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF WESTLAKE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Doody read the resolution by title only.

Acting City Manager Ms. Burgess explained that Chief Vomero had requested use of the city seal to display on fire rescue apparatus assigned to the city. Since Station 22 is in Westlake, it would be the only municipality logo on those trucks, displayed on aerials, rescues, and engine trucks serving the designated areas.

Motion by Vice Mayor Langowski to approve Resolution 2025-27, seconded by Councilman Gleason.

ROLL CALL

Mayor O'Connor	YES
Councilman Werner	YES
Councilman Gleason	YES
Councilwoman Leonard	YES
Vice Mayor Langowski	YES

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

C. RESOLUTION 2025-28 - Authorized Signatures for Conducting the City's Financial Matters

Submitted By: Administration

RESOLUTION 2025-28

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

Mayor O'Connor introduced the item.

Mr. Doody read the resolution by title only.

Acting City Manager, Ms. Burgess explained this was housekeeping item that sought council approval granting her authority to conduct business and financial transactions on behalf of the city.

Motion by Councilman Werner to approve Resolution 2025-28, seconded by Councilwoman Leonard.

ROLL CALL

Councilman Werner	YES
Councilman Gleason	YES
Councilwoman Leonard	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES

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

D. Education Advisory Board - Consideration and Appointment of Dr. Christopher A. Tompkins as a Regular Advisory Board Member

Submitted By: Administration

RESOLUTION 2025-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPOINTING ONE (1) MEMBER TO SERVE ON THE EDUCATION ADVISORY BOARD; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Acting City Manager Ms. Burgess explained that the Education Advisory Board consisted of five regular members and one alternate member. There was one vacant regular member seat due to the resignation of Colleen Forlizzi. Dr. Christopher Tompkins currently held the alternate seat and council could appoint him as a regular member to fill the open seat.

Dr. Tompkins thanked council for the opportunity, noting that being on the Education Advisory Board provided access to information about the city and allowed him to take council's direction and speak toward it.

Motion by Vice Mayor Langowski to appoint Dr. Christopher Tompkins as a regular member of the Education Advisory Board, seconded by Councilman Werner.

ROLL CALL

Councilman Gleason	YES
Councilwoman Leonard	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilman Werner	YES

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

Mr. Doody read the resolution by title only.

Motion by Vice Mayor Langowski to adopt Resolution 2025-29, seconded by Councilwoman Leonard.

ROLL CALL

Councilwoman Leonard	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilman Werner	YES
Councilman Gleason	YES

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

- E. RESOLUTION 2025-30 - Approving and authorizing the Mayor or Vice Mayor to execute the second amendment to franchise agreement for Solid Waste Collection Services

Submitted By: Administration

RESOLUTION 2025-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THE SECOND AMENDMENT TO FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICES BETWEEN THE CITY OF WESTLAKE AND WASTE MANAGEMENT INC. OF FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Doody read the resolution by title only

Acting City Manager Ms. Burgess explained that in July, council had approved the first amendment to allow additional time for the procurement process. That amendment terminated September 30th, which did not allow appropriate time to finalize and present the final franchise agreement. This second amendment would exercise a 60-day extension, allowing additional review time to present a proper final document at the November meeting.

Councilman Werner stated he had been losing sleep since the last vote, having recalculated the numbers. He found that extending the agreement for another seven years (five years plus two one-year extensions) would cost residents more than the second company they had considered.

Mayor O'Connor asked about the current year difference, which was clarified.

City Attorney Doody advised that procedurally, since there was a 3-2 final vote at the last meeting, if council wished to reconsider, someone on the favorable side would need to ask for consensus to place reconsideration on a future agenda. The extension was only before them to negotiate the contract terms.

After discussion about whether to seek consensus for reconsideration, it was determined the contract would come back to council in November when concerns could be raised.

Motion by Councilman Gleason to approve Resolution 2025-30, seconded by Councilwoman Leonard.

ROLL CALL

Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilman Werner	YES
Councilman Gleason	YES
Councilwoman Leonard	YES

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

- F. Authorizing the Acting City Manager to Submit Letter of Engagement of Services with ICMA/FCCMA for the recruitment of a City Manager

Submitted By: Administration

Mayor O'Connor introduced the item.

This item sought consensus to authorize a letter of engagement with FCCMA for city manager recruitment services. Council had already approved going with ICMA for recruitment services; this would formally engage them in the process. Council provided unanimous consensus.

- G. 2026 Election Polling Location Agreement

Submitted By: Administration

Mayor O'Connor introduced the item.

A correction was noted - the contract stated, "the 9th day of 26, 2025" which should read "the 26th day of 9 (September) 2025."

Motion by Councilman Werner approval of the election voting location agreement as amended, seconded by Councilman Gleason.

ROLL CALL

Councilman Werner	YES
Councilman Gleason	YES
Councilwoman Leonard	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES

Motion carried with dissent (5-0).

- H. Discussion and Finalization of City Manager Job Description

Submitted by: Administration

Mayor O'Connor introduced the item.

Mayor O'Connor noted several items from their workshop hadn't made it into the final draft: education requirement of bachelor's with preference for master's degree; 10 years' experience as city manager or deputy

city manager; that it didn't have to be at a single city; and that the position must be a contract employee (individual or firm).

Council discussed the population figure of 50,000 in the description. Councilman Werner questioned where that number came from, noting their comprehensive plan showed under 20,000 by 2045. After discussion, council agreed to remove the specific population number and instead reference a "dynamic growing community."

Russ Blackburn from ICMA provided a draft vacancy notice and anticipated timeline. He recommended a 45-day advertising period, which council supported. Mr. Blackburn noted he would make changes including the 10-year experience requirement and remove the population figure. He explained the position would be posted with Florida League of Cities, Florida Association of Counties, ICMA, and other local government organizations. He also outlined the selection process, including that top candidates must be selected in a public meeting.

Motion by Councilman Werner of approval of the draft Westlake announcement for city manager as amended, seconded by Councilman Gleason.

ROLL CALL

Councilman Gleason	YES
Councilwoman Leonard	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilman Werner	YES

Motion carried with dissent (5-0).

I. Engagement with WebsEdge, for the National League of Cities 2025 Film Series

Submitted By: Administration

Mayor O'Connor introduced the item.

Acting City Manager Ms. Burgess explained this item was introduced by Vice Mayor Langowski at the last workshop. WebsEdge had partnered with the National League of Cities to produce NLC TV for the City Summit 2025 in Salt Lake City. They would produce a 5-minute film highlighting Westlake's initiatives, raising visibility across the nation, anticipating highlighting green infrastructure, community growth, safety, and the upcoming 10-year anniversary.

Vice Mayor Langowski explained the National League had selected four municipalities across the country, with Westlake chosen as a brand-new city doing things differently. This inaugural section would spotlight cities throughout the country. The normal cost was \$80,000 but Westlake would get it for \$26,000. It would debut in Salt Lake City, air 24/7 in hotels and at the convention, then be pushed out throughout the year. The city would own all footage and could use it in different segments on their website, app, and social media.

Mayor O'Connor supported the idea for two reasons: to loop it in as part of their 10-year anniversary in 2026, and as a marketing piece that could be included with appropriation requests to state legislators who had never visited Westlake. He believed they would recoup the expense as a marketing and money-making tool. Councilman Gleason added it could attract companies to explore their city.

Motion by Councilman Werner to engagement with WebsEdge for the National League of Cities 2025 film series, seconded by Councilwoman Leonard.

ROLL CALL

Councilwoman Leonard	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilman Werner	YES
Councilman Gleason	YES

Motion carried with dissent (5-0).

J. Discussion of HAPPY Program and Dedicated Position

Submitted By: Administration

Mayor O'Connor introduced the item.

Acting City Manager Ms. Burgess stated staff was recommending council consider a dedicated position for the HAPPY program. There was a need for program marketing, community and civic engagement, community outreach, and bridging relationships to assist future homeowners.

Mayor O'Connor stated bluntly that the HAPPY program had been broken for a very long time. During a big period, they had money but couldn't give it away. He was elated that staff suggested paying for person to administer the program out of HAPPY program funds, as that account had been gridlocked with a substantial balance. This wouldn't affect the city budget whatsoever.

The person's job would be not just be administering but going out championing the program and waving the Westlake and HAPPY program flags - something not currently being done. There was no exposure, and people didn't know about it. Councilman Gleason suggested the individual should have some marketing background.

Council discussed whether this person would be an Inframark employee or independent contractor, with City Attorney confirming it would need to be a contractor per the charter. Council agreed the city needed a dedicated "HAPPY person to run the HAPPY program." Council reached consensus to move forward with exploring this option, with hiring subject to council approval.

CITY COUNCIL COMMENTS

Councilwoman Leonard wished everyone a Happy Breast Cancer Awareness Month, keeping women who are suffering and those in remission in thoughts and prayers.

Councilman Gleason reminded everyone that October 31st was quickly approaching, and Westlake loves to celebrate Halloween. He advised residents to have candy ready. With the holiday season approaching, he urged people to lock car doors when shopping and keep purchases out of plain sight, as this is when thefts increase.

Councilman Werner wished everyone Happy Halloween.

Vice Mayor Langowski had several items:

First, regarding the Education Advisory Board, he sought consideration for the board to use city platforms (app, website, social media) to send notices when local restaurants host fundraisers for the three schools in their district. Council provided consensus for this.

Second, he asked for consensus on creating a city flag, noting the Palm Beach County flag was just white. He suggested it would be nice to have flags on stage, at city hall, and eventually at a city park. Council agreed to explore artist renditions and ideas.

Third, he proposed moving their 5K run from January to September as a 9/11 First Responder 5K. Since former Councilman Julian Martinez, who had championed the January 5K, was no longer with them, someone needed to pick it up. Bobby Farber from the 9/11 Club spoke in support, noting his club would have a ceremony at the Lodge on 9/11/2026. Council agreed to work out details and bring it back as an agenda item. Vice Mayor Langowski noted if this happened, they should find another way to support schools since current 5K proceeds went to schools when there was a surplus.

Mayor O'Connor reminded everyone that "Nobody does Halloween like Westlake does Halloween" on October 31st, followed by the Holiday Pop-up Market on Sunday, December 7th.

REPORT - CITY ATTORNEY

City Attorney Doody had nothing to add.

REPORT - CITY MANAGER

Acting City Manager Ms. Burgess welcomed everyone to the new fiscal year. She reported they had received their notice of acceptance from the Florida Department of Revenue with no violations and were in compliance with all requirements.

She thanked council for the trust placed in her as Acting City Manager and thanked her staff: Stephanie the administrative assistant, Nicole the Deputy City Clerk responsible for special events, and Odet the "new Zoie" who had proven to be a wonderful asset. Without their support, the transition would not have been easy.

Regarding the US Postal Service issues, she acknowledged the many complaints and that it was an issue in the community. She continued to work with them despite their lack of responsiveness. A news release had been posted with methods residents could utilize. She encouraged residents to visit the USPS website and submit both service and carrier complaints directly, as they ask detailed questions the city wouldn't have. She had submitted direct complaints herself and was still waiting on callbacks after three weeks but would continue working on it. She clarified that coverings at mailboxes were an HOA issue, not a city issue.

The Westlake app had been rolled out October 1st and was available in the Apple and Android stores. It was an evolving app with plans to do more with it.

They were working to invite the school district to provide a presentation to council and the public about zoning, transportation, and anticipated curriculum for the new Westlake school.

Coffee with the Manager was scheduled for October 14th, with details on the city website and app.

For September permits, 127 permits were approved, and 68 certificates of occupancy were issued.

PUBLIC COMMENTS

Public Comment – Alicia Torres – 5447 Whippoorwill Circle – Ms. Torres thanked the Acting City Manager, saying they didn't miss a beat tonight. She asked about continuing the coffee meetings, which was confirmed for October 14th. She seconded Bobby Farber's concerns about traffic at Water's Edge, stating the county seemed incredibly stubborn and appeared to want to see fatal accidents before taking action. She expressed concern about promoting the city through the video while still having these "skeletons in our closet" with traffic issues. She suggested creative solutions like Michigan U-turns or a small median cutout like the old fire station had, allowing one car at a time to cross.

ADJOURNMENT

There being no further business, Mayor O'Connor adjourned the meeting at 7:44 PM.

File Attachments for Item:

C. Financial Report - September 2025



MEMORANDUM

TO: Members of the City Council, City of Westlake
FROM: Lucas McDonald, Accounting Supervisor
CC: Stephen Bloom, Vice President Finance
DATE: October 17, 2025
SUBJECT: September 2025 Financial Report

Please find attached the September 2025 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the year-to-date budget and for expenditures to be at or below the year-to-date budget. An overview of the City's funds is provided below. Should you have any questions or require additional information, please contact Lucas McDonald at lucas.mcdonald@inframark.com.

General Fund

- Total Revenues through September were approximately 108% of the annual budget. Collections of the FY2025 Ad Valorem Tax and Special Assessments were approximately 99% and 99%, respectively.
- Total Expenditures and Contingency through September were approximately 89% of the annual budget.

Special Revenue Fund – Housing Assistance Program

- Total Revenues through September were approximately 330% of the annual budget, which was a result of a higher than anticipated rate of construction and donations on commercial permits. A donation of \$1,500 per Single Family Residence building permit is paid into the Housing Assistance Program.

Special Revenue Fund – Comprehensive Planning Services

- Total Revenues through September were approximately 53% of the annual budget.
- Total Expenditures through September were approximately 92% of the annual budget.

City of Westlake

Financial Report

September 30, 2025



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City of Westlake

Financial Statements

September 30, 2025

Balance Sheet
September 30, 2025

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS	TOTAL
ASSETS				
Cash - Checking Account	\$ 2,620,552	\$ -	\$ -	\$ 2,620,552
Cash Restricted for Donated Funds	238,671	-	-	238,671
Assessments Receivable	38,548	-	-	38,548
Due From Other Funds	2,007,305	-	-	2,007,305
Investments:				
Money Market Account	6,723,555	1,446,643	-	8,170,198
Other	-	3,259,495	-	3,259,495
Deposits	666	-	-	666
Mortgages Receivable	-	1,560,152	-	1,560,152
TOTAL ASSETS	\$ 11,629,297	\$ 6,266,290	\$ -	\$ 17,895,587
LIABILITIES				
Accounts Payable	\$ 24,883	\$ -	\$ 102,959	\$ 127,842
Accrued Expenses	113,446	2,587	64,075	180,108
DBPR surcharge	3,504	-	-	3,504
DCA surcharge	5,143	-	-	5,143
Impact Fees	494,912	-	-	494,912
Unearned Revenue	308,117	-	-	308,117
Due To Developer	-	-	93,801	93,801
Due To Other Districts	(12,674)	-	(552)	(13,226)
Due To Other Gov'tl Units	2,577	-	-	2,577
Deferred Revenue-Developer Submittals (Minto)	-	-	45,105	45,105
Due To Other Funds	-	-	2,007,305	2,007,305
Deferred Inflow of Resources	38,548	-	-	38,548
TOTAL LIABILITIES	978,456	2,587	2,312,693	3,293,736
FUND BALANCES				
Nonspendable:				
Deposits	666	-	-	666
Restricted for:				
Special Revenue	-	6,263,703	-	6,263,703
Unassigned:	10,650,175	-	(2,312,693)	8,337,482
TOTAL FUND BALANCES	\$ 10,650,841	\$ 6,263,703	\$ (2,312,693)	\$ 14,601,851
TOTAL LIABILITIES & FUND BALANCES	\$ 11,629,297	\$ 6,266,290	\$ -	\$ 17,895,587

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ 316,670	\$ 316,670
Ad Valorem Taxes	6,058,611	6,058,611	6,033,986	(24,625)
Ad Valorem Taxes - Discounts	(242,300)	(242,300)	(226,657)	15,643
FPL Franchise	456,400	456,400	470,580	14,180
Gas	68,200	68,200	47,359	(20,841)
Solid Waste	32,000	32,000	26,986	(5,014)
Electricity	559,000	559,000	573,338	14,338
Water	187,400	187,400	173,550	(13,850)
Gas	126,200	126,200	146,939	20,739
Communication Services Taxes	159,800	159,800	168,163	8,363
Occupational Licenses	27,300	27,300	68,829	41,529
Building Permits - Admin Fee	85,600	85,600	94,491	8,891
State Revenue Sharing Proceeds	70,100	70,100	86,574	16,474
Alcoholic Beverage License	1,100	1,100	722	(378)
Other Public Safety Chrgs/Fees	6,500	6,500	11,925	5,425
Garbage/Solid Waste Revenue	233,400	233,400	414,238	180,838
Penalties	-	-	2,869	2,869
Other Operating Revenues	12,800	12,800	11,319	(1,481)
Special Events	-	-	17,375	17,375
Event Sponsors	-	-	30,420	30,420
Judgements and Fines	-	-	7,203	7,203
Interest - Tax Collector	-	-	8,403	8,403
Special Assmnts- Tax Collector	802,900	802,900	802,801	(99)
Special Assmnts- Delinquent	-	-	281	281
Special Assmnts- Discounts	(32,100)	(32,100)	(30,410)	1,690
Lien Search Fee	10,000	10,000	14,203	4,203
TOTAL REVENUES	8,622,911	8,622,911	9,272,157	649,246

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>EXPENDITURES</u>				
<u>Legislative</u>				
Mayor/Council Stipend	60,000	60,000	59,143	857
FICA Taxes	4,600	4,600	4,524	76
ProfServ-Legislative Expense	75,000	75,000	36,000	39,000
Telephone, Cable & Internet Service	5,300	5,300	3,953	1,347
Lease - Building	9,100	9,100	14,500	(5,400)
Public Officials Insurance	5,500	5,500	4,557	943
Misc-Event Expense	274,400	274,400	235,934	38,466
Council Expenses	78,400	78,400	67,524	10,876
Dues, Licenses, Subscriptions	3,800	3,800	6,104	(2,304)
Total Legislative	516,100	516,100	432,239	83,861
<u>City Manager</u>				
Contracts-City Manager	249,800	249,800	249,800	-
Misc-Event Expense	-	-	3,750	(3,750)
Misc-Public Relations	50,000	50,000	33,641	16,359
Office Supplies	12,700	12,700	7,199	5,501
Dues, Licenses, Subscriptions	2,700	2,700	1,762	938
Total City Manager	315,200	315,200	296,152	19,048
<u>City Clerk</u>				
ProfServ-Web Site Maintenance	8,300	8,300	6,100	2,200
Contracts-City Clerk	233,300	233,300	224,133	9,167
Postage and Freight	-	-	3,820	(3,820)
Printing	15,500	15,500	185	15,315
Legal Advertising	17,500	17,500	13,185	4,315
Miscellaneous Expenses	6,000	6,000	5,567	433
Office Supplies	2,900	2,900	-	2,900
Dues, Licenses, Subscriptions	26,100	26,100	30,366	(4,266)
Total City Clerk	309,600	309,600	283,356	26,244
<u>Finance</u>				
Auditing Services	7,800	7,800	8,275	(475)
Contracts-Finance	104,400	104,400	104,400	-
Miscellaneous Expenses	-	-	1,160	(1,160)
Total Finance	112,200	112,200	113,835	(1,635)

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Legal Counsel</u>				
ProfServ-Legal Services	120,000	120,000	83,070	36,930
ProfServ-Legal Litigation	-	-	52,359	(52,359)
Total Legal Counsel	120,000	120,000	135,429	(15,429)
<u>Other Administrative Services</u>				
ProfServ-Info Technology	76,600	76,600	83,134	(6,534)
Contracts-Admin. Service	441,100	441,100	441,100	-
Misc-Assessment Collection Cost	8,000	8,000	6,166	1,834
General Government	150,000	150,000	-	150,000
Total Other Administrative Services	675,700	675,700	530,400	145,300
<u>Facility Services</u>				
Telephone, Cable & Internet Service	9,200	9,200	9,307	(107)
Lease - Copier	12,900	12,900	-	12,900
Lease - Building	25,000	25,000	-	25,000
Insurance (Liab,Auto,Property)	13,200	13,200	9,048	4,152
Miscellaneous Services	1,700	1,700	862	838
Cleaning Services	13,300	13,300	14,192	(892)
Principal-Capital Lease	19,100	19,100	32,336	(13,236)
Interest-Capital Lease	2,100	2,100	6,205	(4,105)
Total Facility Services	96,500	96,500	71,950	24,550
<u>Community Services</u>				
Contracts-Solid Waste	1,212,000	1,212,000	1,253,309	(41,309)
Contracts-Sheriff	1,066,600	1,066,600	1,066,606	(6)
Electricity	132,300	132,300	136,419	(4,119)
R&M-Community Maintenance	30,100	30,100	30,100	-
Operating Supplies	57,300	57,300	29,832	27,468
Roadway Services	6,800	6,800	7,163	(363)
Total Community Services	2,505,100	2,505,100	2,523,429	(18,329)
<u>Capital Expenditures & Projects</u>				
Capital Improvements	50,000	50,000	-	50,000
Total Capital Expenditures & Projects	50,000	50,000	-	50,000

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Reserves				
Misc-Contingency	232,500	232,500	5,554	226,946
1st Quarter Operating Reserves	1,220,700	1,220,700	-	1,220,700
Reserve - Capital Projects	1,500,000	1,500,000	-	1,500,000
Total Reserves	2,953,200	2,953,200	5,554	2,947,646
TOTAL EXPENDITURES & RESERVES	7,653,600	7,653,600	4,392,344	3,261,256
Excess (deficiency) of revenues				
Over (under) expenditures	969,311	969,311	4,879,813	3,910,502
OTHER FINANCING SOURCES (USES)				
Grants/Donations-Other Sources	-	-	155,915	155,915
Nonoperating Grant Expense	-	-	(724,735)	(724,735)
Contribution to (Use of) Fund Balance	969,311	-	-	-
TOTAL FINANCING SOURCES (USES)	969,311	-	(568,820)	(568,820)
Net change in fund balance	\$ 969,311	\$ 969,311	\$ 4,310,993	\$ 3,341,682
FUND BALANCE, BEGINNING (OCT 1, 2024)	6,339,848	6,339,848	6,339,848	
FUND BALANCE, ENDING	\$ 7,309,159	\$ 7,309,159	\$ 10,650,841	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ 76,018	\$ 76,018
Dividends	-	-	132,083	132,083
Donations	300,000	300,000	781,088	481,088
TOTAL REVENUES	300,000	300,000	989,189	689,189
EXPENDITURES				
Public Assistance				
Misc-Admin Fee (%)	21,000	21,000	-	21,000
Assistance Program	279,000	279,000	112,458	166,542
Total Public Assistance	300,000	300,000	112,458	187,542
TOTAL EXPENDITURES	300,000	300,000	112,458	187,542
Excess (deficiency) of revenues Over (under) expenditures	-	-	876,731	876,731
Net change in fund balance	\$ -	\$ -	\$ 876,731	\$ 876,731
FUND BALANCE, BEGINNING (OCT 1, 2024)	5,386,972	5,386,972	5,386,972	
FUND BALANCE, ENDING	\$ 5,386,972	\$ 5,386,972	\$ 6,263,703	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ -	\$ -
Building Permits	1,966,300	1,966,300	1,005,697	(960,603)
Reinspection Fees	-	-	850	850
Building Permits - Surcharge	7,600	7,600	5,627	(1,973)
Other Building Permit Fees	30,000	30,000	76,950	46,950
Building Permits - Admin Fee	129,700	129,700	134,575	4,875
Engineering Permits	300,600	300,600	151,205	(149,395)
Planning & Zoning Permits	307,700	307,700	68,967	(238,733)
TOTAL REVENUES	2,741,900	2,741,900	1,443,871	(1,298,029)

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
EXPENDITURES				
Comprehensive Planning				
ProfServ-Engineering	300,600	300,600	212,065	88,535
ProfServ-Info Technology	290,200	290,200	322,761	(32,561)
ProfServ-Legal Services	62,700	62,700	24,270	38,430
ProfServ-Planning/Zoning Board	307,700	307,700	419,214	(111,514)
ProfServ-Compliance Service	186,500	186,500	177,840	8,660
ProfServ-Building Permits	1,431,900	1,431,900	1,280,305	151,595
Special Magistrate	30,000	30,000	155	29,845
Telephone, Cable & Internet Service	7,000	7,000	5,672	1,328
Lease - Copier	3,100	3,100	-	3,100
Lease - Building	24,000	24,000	-	24,000
Printing	1,000	1,000	4,258	(3,258)
Miscellaneous Services	1,300	1,300	133	1,167
Misc-Admin Fee (%)	32,700	32,700	32,700	-
Billing Service Fees	42,800	42,800	34,146	8,654
Office Supplies	2,100	2,100	-	2,100
Cleaning Services	13,000	13,000	13,000	-
Principal-Capital Lease	4,800	4,800	2,167	2,633
Interest-Capital Lease	500	500	898	(398)
Total Comprehensive Planning	2,741,900	2,741,900	2,529,584	212,316
TOTAL EXPENDITURES	2,741,900	2,741,900	2,529,584	212,316
Excess (deficiency) of revenues				
Over (under) expenditures	-	-	(1,085,713)	(1,085,713)
Net change in fund balance	\$ -	\$ -	\$ (1,085,713)	\$ (1,085,713)
FUND BALANCE, BEGINNING (OCT 1, 2024)	(1,226,980)	(1,226,981)	(1,226,980)	
FUND BALANCE, ENDING	\$ (1,226,980)	\$ (1,226,981)	\$ (2,312,693)	

City of Westlake

Supporting Schedule

September 30, 2025

Cash and Investment Report

September 30, 2025

GENERAL FUND

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
Checking Account - Operating	BankUnited	Checking Account	n/a	\$2,620,552
Money Market	BankUnited	MMA	4.07%	\$7,072,226
Subtotal				<u>\$9,692,778</u>

SPECIAL REVENUE FUND

Money Market	BankUnited	MMA	4.07%	\$1,376,092
Government Checking	Valley Bank	Checking Account	4.33%	\$70,551
Brokerage Account	Valley Bank	Government Fund Class A	4.01%	\$3,259,495
Subtotal				<u>\$4,706,138</u>
Total				<u>\$14,398,916</u>

File Attachments for Item:

A. Resolution 2025-31- Support of the construction of 60th Street North from Seminole Pratt Whitney Road to State Road 7.

Submitted By: Administration

RESOLUTION NO. 2025-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA,
EXPRESSING ITS SUPPORT OF THE CONSTRUCTION OF 60TH STREET NORTH FROM
SEMINOLE PRATT WHITNEY ROAD TO STATE ROUTE 7; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**



Meeting Agenda Item Coversheet

MEETING DATE:		November 4, 2025		Submitted By: Administration	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Resolution 2025-31- Support of the construction of 60 th Street North from Seminole Pratt Whitney Road to State Road 7.			
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve Resolution 2025-31 in support of the construction of 60th Street North from Seminole Pratt Whitney Road to State Road 7			
SUMMARY and/or JUSTIFICATION:		Council identified during part of the strategic planning process the need to express its support and encourage the complete construction of 60 th Street North from Seminole Pratt Whitney Road to State Road 7 as a necessary roadway to support the East and West connectivity.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>					
SELECT, if applicable		RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank) <u>Please keep text indented.</u></i>		RESOLUTION NO. 2025-31 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, EXPRESSING ITS SUPPORT OF THE CONSTRUCTION OF 60TH STREET NORTH FROM SEMINOLE PRATT WHITNEY ROAD TO STATE ROUTE 7; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):					\$

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CITY OF WESTLAKE
RESOLUTION NO. 2025-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, EXPRESSING ITS SUPPORT OF THE CONSTRUCTION OF 60TH STREET NORTH FROM SEMINOLE PRATT WHITNEY ROAD TO STATE ROUTE 7; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has identified 60th Street North as a link between Seminole Pratt North and State Route 7 as provided for in Palm Beach’s Five-Year Road Plan;

WHEREAS, the City Council deems it to be in the best interests of the City to express its support of the construction of 60th Street North from Seminole Pratt Whitney Road to State Route 7 within the City as a necessary roadway to support the East and West connectivity within the region;

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

SECTION 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed by the City Council and incorporated herein by this reference.

SECTION 2. The City Council of the City of Westlake, Florida, hereby express its supports and encourages the complete construction of 60th Street North from Seminole Pratt Whitney Road to State Route 7 as a necessary roadway to support the East and West connectivity for residents and the region as a whole.

SECTION 3. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

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PASSED AND APPROVED by City Council for the City of Westlake, on this
____ day of _____ 2025.

City of Westlake
John Paul O'Connor, Mayor

Odet Izquierdo, Acting City Clerk

File Attachments for Item:

B. Inframark LLC Services contract – Fee Increase: One (1) Full Time Personnel for Housing Assistance Program

Submitted By: Administration

RESOLUTION NO. 2025-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN INFRAMARK, LLC AND CITY OF WESTLAKE FOR ADDITIONAL PERSONNEL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		November 4, 2025		Submitted By: Administration	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Inframark LLC Services contract – Fee Increase: One (1) Full Time Personnel for Housing Assistance Program			
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve Memorandum of Understanding between Inframark LLC and City of Westlake for one additional full-time personnel for the Housing Assistance Program			
SUMMARY and/or JUSTIFICATION:		In keeping with Council consensus to have a dedicated fulltime individual to manage the Housing Assistance Purchase Program Yearly (HAPPY), Inframark LLC is presenting a Memorandum of Understanding for one additional full-time personnel. The additional compensation shall be \$140,250 annually, in which the position will be accounted for in the annual budget. It has been identified that this position may be funded by the HAPPY Special Revenue Fund. The program would allow 7% of administrative costs to be paid from this fund. As of October 15, 2025, the fund currently has \$4,731,397.00.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>					
SELECT, if applicable		RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank) <u>Please keep text indented.</u></i>		RESOLUTION 2025-33 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN INFRAMARK, LLC AND CITY OF WESTLAKE FOR ADDITIONAL PERSONNEL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):					\$

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CITY OF WESTLAKE

RESOLUTION NO. 2025-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA,
APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THE
MEMORANDUM OF UNDERSTANDING BETWEEN INFRAMARK, LLC AND CITY OF
WESTLAKE FOR ADDITIONAL PERSONNEL; PROVIDING FOR CONFLICTS; PROVIDING
FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council deems it to be in the best interests of the City to
approve and authorize the Mayor or Vice Mayor to execute the Memorandum of
Understanding Between Inframark, LLC and City of Westlake for Additional Personnel;

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

SECTION 1. The foregoing "WHEREAS" clause is hereby ratified and
confirmed by the City Council and incorporated herein by this reference.

SECTION 2. The City Council of the City of Westlake, Florida, hereby approves
and authorizes the Mayor or Vice Mayor to execute the Memorandum of
Understanding Between Inframark, LLC and City of Westlake for Additional Personnel.
A copy of the Memorandum is attached hereto as Exhibit "A".

SECTION 3. CONFLICTS. All resolutions or parts of resolutions in conflict
herewith are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any clause, section, other part or application of
this Resolution is held by any court of competent jurisdiction to be unconstitutional or
invalid, in part or application, it shall not affect the validity of the remaining portions or
applications of this Resolution.

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SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this ____ day of _____ 2025.

City of Westlake
JohnPaul O'Connor, Mayor

Odet Izquierdo, Acting City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN INFRAMARK LLC AND CITY OF WESTLAKE FOR ADDITIONAL PERSONNEL

October 17, 2025

The Memorandum of Understanding (hereafter referred to as MOU) is being entered into by and among Inframark LLC (herein after referred to as “Manager”) and the City of Westlake (herein after referred to as “City”) (collectively, the parties) by mutual consent.

STATEMENT OF FACTS

1. The Manager and CITY are currently in contract where the Manager provides management and administrative services via its personnel.
2. The compensation and service levels have been adjusted in the past by MOU as approved by the City Council in addition to the annual budget process outlined within the contract.
3. With the CITY’s increasing growth, the maintaining of appropriate service levels necessitate additional management personnel to be added at this time.
4. Manager shall provide an additional dedicated person to assist in the daily operational management of the City. The addition of a Housing Program Manager will provide additional support to the City Manager’s and City Clerk’s office.
5. The additional compensation to the Manager for the Housing Program Manager position shall be \$140,250 annually. Going forward this position shall be accounted for and adjusted within the annual budget process. There are no additional ancillary fees for this position.
6. All other provisions of the general contract remain in force and are acknowledged by the parties.

Inframark LLC

By: _____

Chris Tarase, President

City of Westlake

By: _____

JohnPaul OConnor, Mayor

INTER-OFFICE CORRESPONDENCE

MEMORANDUM NO. 2025-09

TO: Mayor and Members of the City Council

CC: Zoie Burgess, Acting City Manager

FROM: Donald J. Doody, City Attorney *DJD*

DATE: October 16, 2025

RE: City of Westlake / Happy Program

This memo is provided to the Mayor and Members of the City Council for the purpose of providing a historical perspective of the Happy Program created in 2017. Additionally, this memo will provide the legal basis under which the City Council may consider and approve administrative adjustments relative to the administration of the Happy Program.

History:

Ordinance 2017-6, a copy of which is attached hereto was considered and adopted on December 11, 2017. Ordinance 2014-6 created the Happy Program for the purposes of providing increased housing and economic opportunities for persons who are very-low income, low income, moderate income or middle income.

The Developer, Minto PBLH, LLC ("MINTO") has agreed to impose and collect a one-half percent (1/2%) fee on the purchase and sale of all non-residential properties within the jurisdictional boundaries of the City of Westlake, for the purpose of providing down payment, closing costs and rental assistance to eligible applicants for very low income, low income, moderate income and middle-income applicants.

Voluntary Contributions:

MINTO shall pay a \$1,500 contribution to the City at the time an application for a building permit is requested for construction of every single-family home.

MINTO shall provide the City of Westlake one-half percent (1/2%) of the purchase price on all non-residential land sales within the jurisdictional boundaries for the City of Westlake within thirty (30) days of the closing. Sales to not for profit organizations or governmental entities may be exempt from the one-half percent (1/2%) purchase and sale contribution.

Utilization of Funds:

Under the terms of Ordinance 2017-6, the City of Westlake shall be authorized to utilize seven percent (7%) of the proceeds received for administrative costs and fees associated with the management and implementation of affordable housing programs.

Administration:

The City Manager or the designee of the City Manager shall manage the program to ensure the maximum eligible housing assistance awards are provided to assist with affordable home ownership or rental assistance within the City of Westlake.

Should you have any questions relative to the Happy Program, please do not hesitate to contact the City Attorney's Office.

JOB DESCRIPTION Housing Assistance Program Manager	
<i>Mortgage Review Processor</i> <i>Marketing</i> <i>Social Media</i> <i>Customer Service</i>	
Exempt/Salaried - Hybrid	Full Time
Reports To: City Manager	October 8, 2025

POSITION SUMMARY

The Housing Program Manager performs a full range of confidential, and highly complex administrative, managerial, and executive support-related tasks in support of the city's housing assistance purchasing program Yearly ("HAPPY"), while using independent judgement.

The Housing Program Manager will be tasked with ensuring efficient day-to-day operations for applicants and lenders while also advancing the program's visibility and impact through partnerships, outreach, and innovation.

The Housing Program Manager must be highly responsible, and knowledgeable in the execution of home-buyer assistance programs and have direct community housing managerial experience with the fundamental concepts of marketing, social media representation of a government or non-profit practice, and follow procedures related to quality and productivity improvement for housing assistance programs.

ESSENTIAL JOB FUNCTIONS

- Serve as Housing Program Manager for the Housing Assistance Purchasing Program while ensuring compliance with program guidelines and federal and state legislation.
- Provides input into policies, funding initiatives, and regulations.
- Attend and perform program manager duties at special meetings, and workshops, as required.
- Acts as a policy knowledge expert, understanding affordable housing regulations and policies as they apply at the municipal level.
- Manages and participates in the development and implementation of goals, objectives, policies, and priorities for the housing program; recommends and administers policies and procedures; assumes responsibility for housing policies and plans mandated by federal and state law.
- Serves as the liaison for the housing program to other divisions, departments, and outside agencies; represents the housing program and the City on various local, regional, and state boards and committees; negotiates and resolves sensitive and controversial issues.

- Establish clear goals, monitor performance through data and metrics, and ensure continuous improvement in operations, turnaround times, and customer service.
- Interpret housing-program regulations, oversee preparation of grant applications, administer federal, state, and local housing programs and negotiate sub-recipient agreements and vendor contracts.
- Analyze development proformas, negotiate housing development deals, and coordinate with builders, developers, and lenders to expand affordable housing opportunities.
- Responsible for all records management, both hard copy and electronic to ensure the proper retention, retrieval, and destruction of records according to all federal, state, and local requirements.
- Manage and disseminate sensitive program information across platforms including city portal, social media, and public meetings, ensuring compliance with confidentiality standards.
- Demonstrate a good public relations image, stay active in community organizations and maintain cooperative and good working relationships with citizens, and contracted staff.
- Responds to and resolves difficult and sensitive citizen inquiries and complaints.
- Performs other related duties as required.

PROGRAM ADMINISTRATION

- Serve as the primary point of contact for all HAPPY applicants, lenders, and real estate professionals.
- Oversee the full application cycle, including intake, eligibility review, underwriting, document compliance, and award processing.
- Maintain accurate records, reporting, and financial accountability of the HAPPY Trust Fund.
- Coordinate closely with the City Manager, City Clerk, City Attorney, and Finance staff to ensure compliance with city policies, program guidelines and record keeping requirements.
- Provide clear, timely communication to applicants and stakeholders to improve customer service and transparency.

PROGRAM GROWTH & OUTREACH

- Develop and implement a comprehensive outreach strategy to raise awareness of HAPPY across Palm Beach County.
- Build partnerships with nonprofits, faith-based groups, housing agencies, and community organizations to expand applicant pipelines.
- Collaborate with developers, builders, and lenders to align HAPPY with other incentive programs
- Create marketing materials, host workshops, and represent the city at housing fairs, civic meetings, and regional forums.
- Identify opportunities for program improvement and innovation, positioning HAPPY as a model housing program in the county.

FINANCIAL & PERFORMANCE MANAGEMENT

- Prepare and manage the division's budget, integrating federal and state funding allocations with local priorities & proprietors.
- Review, monitor, and submit federal, state, and local reports related to funding, participation, and performance; respond to internal, external, federal, and state audits.
- Provide strategic advice to executive leadership on complex or sensitive matters, consulting before finalizing high-impact decisions.

STAKEHOLDER ENGAGEMENT & PUBLIC REPRESENTATION

- Collaborate with external partners, nonprofit housing providers, realtors, mortgage lenders, and community organizations.
- Serve on boards, task forces, and/or advisory committees as assigned, representing the City's interests and advancing its housing and community-development goals.
- Represent the City at regional, state, national, and international forums on housing and community-development issues.
- Present housing and community-development updates to City Council and participate in Senior Staff meetings; support cross-departmental coordination on housing initiatives
- Direct the preparation of marketing materials and outreach strategies for housing programs.

LEADERSHIP & STRATEGIC DEVELOPMENT

- Track program outcomes, measure impact, and prepare regular reports for Council, and stakeholders.
- Recommend updates to program policies and guidelines based on performance, best practices, and community needs.
- Lead efforts to expand HAPPY's role in addressing workforce housing challenges and promoting equitable homeownership in Westlake.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Mortgage processing – knowledge of loan lifecycle, from application to closing
 - Loan Regulations and Compliance
 - Financial Analysis
 - Regulations and Compliance
- Marketing – Strategic and analytical knowledge
 - Digital Marketing
 - Business Strategy
 - Market Dynamics

Skills:

- Communication – Excellent verbal and written communication
- Strategic and Creative Thinking – Develop long term plans and creative solutions.
- Problem Solving - A strong capacity for critical thinking to analyze problems and implement effective solutions.
- Adaptability and flexibility
- Attention to Detail – Meticulous and accurate when handling documents and data
- Organization – Strong Organizational skills
- Time Management – Ability to manage multiple tasks and meet deadlines
- Teamwork – Capacity to collaborate with various audiences
- Technology – Proficient with common office software and specialized platforms

Ability to:

- Confidentiality – Must handle sensitive financial and personal information with integrity
- Pressure Management – Ability to work well under pressure
- Emotional Intelligence – Ability to understand and manage ones own emotions and those of others
- Accuracy – Maintain accuracy in record keeping, inputting data, and communicating information.
- Good judgment – Must be able to make decisions in conformance with laws, regulations, and policies.
- Networking – build and maintain relationships with clients, partners and industry professionals

MINIMUM EXPERIENCE AND TRAINING:

- A bachelor's degree from an accredited college or university with major coursework in, public administration, business administration, social sciences, or a related field.
- Five years of increasingly responsible experience in a housing program area including two years of administrative and supervisory responsibility
- Must possess and maintain a valid Florida driver's license with satisfactory driving record.
- Proficient in MS Office (Word, Excel, PowerPoint, Outlook)
- Proficiency in various social media platforms (Facebook, Instagram, Nextdoor, etc)

File Attachments for Item:

C. RESOLUTION 2025-32 - Adopting the 2024 revised Palm Beach County Local Mitigation Strategy Plan

Submitted By: Administration

RESOLUTION NO. 2025-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND ADOPTING THE 2024 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; PROVIDING FOR THE PURSUIT OF FUNDING AND IMPLEMENTATION; PROVIDING FOR SUPPORT OF THE LOCAL MITIGATION STRATEGY PROCESS; PROVIDING FOR TRANSMITTAL TO PALM BEACH COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		November 4, 2025		Submitted By: Administration	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		RESOLUTION 2025-32 - Adopting the 2024 revised Palm Beach County Local Mitigation Strategy Plan			
STAFF RECOMMENDATION: (MOTION READY)		Motion to Approve Resolution 2025-32 adopting the 2024 revised Palm Beach County Local Mitigation Strategy Plan			
SUMMARY and/or JUSTIFICATION:		On February 10, 2020, the City Council approved Resolution No. 2020-04, authorizing the execution of an Interlocal Agreement between the Board of County Commissioners of Palm Beach County and the City of Westlake to establish guidelines for local mitigation and approving the Palm Beach County Local Mitigation Strategy (LMS). The Federal Emergency Management Agency (FEMA) mandates that all LMS programs revise their plans every 5 years to bring them into compliance with federal guidelines established in response to the Disaster Mitigation Act of 2000. The Disaster Mitigation Act of 2000 requires that participating LMS programs have plans in place that identify the hazards that could impact their jurisdictions, identify actions and activities to mitigate the effects of those hazards, and establish a coordinated process to implement plans in order to qualify and receive future Federal mitigation assistance funding as well as reimbursement for Presidentially Declared Disasters. Palm Beach County and its municipalities formally adopted the LMS in 1999 and, in accordance with Federal guidelines, revised the plan in 2004, 2009, 2014 and 2019. On August 12, 2024, Palm Beach County's Division of Emergency Management was notified that the LMS Plan update was compliant with federal standards, subject to formal adoption by Palm Beach County and all 39 participating municipalities. The County formally adopted the plan on September 17, 2024. The City now needs to now formally adopt the 2024 Revised LMS Plan. The 2024 LMS Plan may be found on the Palm Beach County's Public Safety- Emergency Management website: https://discover.pbc.gov/publicsafety/dem/Publications/2024-PBC-LMS-Consolidated.pdf			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>					
SELECT, if applicable		RESOLUTION:		ORDINANCE:	

IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>	RESOLUTION NO. 2025-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND ADOPTING THE 2024 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; PROVIDING FOR THE PURSUIT OF FUNDING AND IMPLEMENTATION; PROVIDING FOR SUPPORT OF THE LOCAL MITIGATION STRATEGY PROCESS; PROVIDING FOR TRANSMITTAL TO PALM BEACH COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.	
FISCAL IMPACT <i>(if any):</i>		\$

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CITY OF WESTLAKE

RESOLUTION NO. 2025-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND ADOPTING THE 2024 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; PROVIDING FOR THE PURSUIT OF FUNDING AND IMPLEMENTATION; PROVIDING FOR SUPPORT OF THE LOCAL MITIGATION STRATEGY PROCESS; PROVIDING FOR TRANSMITTAL TO PALM BEACH COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County is susceptible to a variety of natural, technological, and human-caused disasters, including but not limited to severe weather events, hazardous materials incidents, communicable diseases, and domestic security incidents, as well as climate change impacts and sea level rise that cause increased inundation, shoreline erosion, flooding, and the degradation of critical habitats; and

WHEREAS, the Disaster Mitigation Act of 2000 was enacted to establish a national disaster hazard mitigation program to reduce loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from disasters, and to assist state, local, and tribal governments in implementing effective hazard mitigation measures to ensure the continuation of critical services and facilities after a natural disaster; and

WHEREAS, as a condition of qualifying for and receiving future Federal mitigation assistance funding, as well as reimbursement for Presidentially Declared Disasters, the Disaster Mitigation Act of 2000 requires such governments to have Federal Emergency Management Agency (FEMA)-approved hazard mitigation plans that identify potential hazards, propose actions to mitigate their effects, and establish a coordinated process for implementation; and

WHEREAS, Palm Beach County, in coordination with municipal governments, regional agencies, private sector representatives, and community stakeholders, developed and revised the Palm Beach County Local Mitigation Strategy (LMS) to identify and prioritize projects that will reduce risks from natural and human-caused hazards; and

WHEREAS, the 2024 Revised Palm Beach County Local Mitigation Strategy has been approved by the Florida Division of Emergency Management and FEMA, and adopted by the Palm Beach County Board of County Commissioners; and

WHEREAS, a multi-jurisdictional program for Public Information, included in Appendix O of the Local Mitigation Strategy, satisfies the floodplain management requirements of the County and its participating municipalities through the Community Rating System (CRS Activity 330); and

WHEREAS, the Local Mitigation Strategy Steering Committee recommends formal adoption of the 2024 Revised LMS by Palm Beach County and all participating municipalities to further regional resiliency and disaster preparedness efforts.

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

1 **SECTION 1.** The foregoing 'WHEREAS' clauses are ratified and confirmed as being
2 true and correct and are made a specific part of this Resolution upon adoption.

3 **SECTION 2.** The City Council of the City of Westlake hereby approves and adopts
4 the 2024 Revised Palm Beach County Local Mitigation Strategy Plan, as revised and
5 approved by the LMS Steering Committee and submitted to the Palm Beach County Board
6 of County Commissioners, the Florida Division of Emergency Management, and FEMA.

7 **SECTION 3.** The City Council authorizes the appropriate City Officials to pursue
8 available funding opportunities for the implementation of proposed mitigation initiatives
9 as described in the LMS Plan, and upon receipt of such funding or other necessary
10 resources, to implement the identified actions consistent with the adopted mitigation
11 strategies.

12 **SECTION 4.** The City of Westlake shall continue to support and participate in the
13 Local Mitigation Strategy planning and implementation process as required by FEMA, the
14 Florida Division of Emergency Management, and the LMS Steering Committee.

15 **SECTION 5.** The City Council will consider incorporating climate change
16 adaptation, sea level rise, and natural hazard mitigation strategies into the City's
17 Comprehensive Plan and future land development regulations to enhance long-term
18 community resilience.

19 **SECTION 6.** This Resolution shall take effect immediately upon adoption.

20 **PASSED AND APPROVED** by the City Council of the City of Westlake, Florida, this
21 __ day of ____, 2025.

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23 CITY OF WESTLAKE

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26 _____
27 JohnPaul O'Connor, Mayor

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29 ATTEST:

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33 Odet Izquierdo, Acting City Clerk

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File Attachments for Item:

D. City of Westlake Lighting Recognition Schedule

Submitted By: Administration



Meeting Agenda Item Coversheet

MEETING DATE:		November 4, 2025		Submitted By: Administration	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		City of Westlake Lighting Recognition Schedule			
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve the City Lighting Recognition Schedule as required by the Seminole Improvement District.			
SUMMARY and/or JUSTIFICATION:		Seminole Improvement District has requested that we provide a city lighting recognition schedule for the change of light colors. This schedule will guide when and how long the city lights are changed to recognize different causes and community events throughout the year. Attached is a list for council review.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>					
SELECT, if applicable		RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>					
FISCAL IMPACT (if any):					\$

City of Westlake Lighting Recognition Schedule – Draft for Council Review

Month	Cause / Awareness	Light Color	Notes / National Observance
February	Heart Health / American Heart Month	Red	American Heart Association campaign
May	Mental Health Awareness Month	Green	National campaign to support mental well-being
July	Independence Day	Red, White & Blue	Week of July 4th
September	Suicide Prevention Month	Teal / Purple	National campaign for prevention and awareness
October	Breast Cancer Awareness Month	Pink	National “Think Pink” campaign

File Attachments for Item:

E. Solid Waste & Recyclable Collection Services Agreement between City of Westlake and Waste Management Inc.

Submitted By: Administration

RESOLUTION NO. 2025-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THE SOLID WASTE AND RECYCLABLE COLLECTION SERVICES AGREEMENT BETWEEN CITY OF WESTLAKE AND WASTE MANAGEMENT INC. OF FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		November 4, 2025		Submitted By: Administration	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Solid Waste & Recyclable Collection Services Agreement between City of Westlake and Waste Management Inc.			
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve Resolution 2025-34, authorizing the Mayor to execute the Solid Waste and Recyclable Collection Services Agreement between the City of Westlake and Waste Management Inc.			
SUMMARY and/or JUSTIFICATION:		Resolution 2025-34 authorizes the City of Westlake to enter into a five-year agreement with Waste Management Inc. to provide comprehensive solid waste, recycling, and vegetative waste collection services citywide. The agreement grants Waste Management an exclusive franchise to handle residential and commercial waste collection beginning December 1, 2025, ensuring consistent service standards and regulatory compliance. It includes twice-weekly residential collection, weekly recycling and yard waste pickup, and support for City-sponsored events.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>					
SELECT, if applicable		RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank) <u>Please keep text indented.</u></i>		RESOLUTION NO. 2025-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THE SOLID WASTE AND RECYCLABLE COLLECTION SERVICES AGREEMENT BETWEEN CITY OF WESTLAKE AND WASTE MANAGEMENT INC. OF FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):				\$	

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CITY OF WESTLAKE

RESOLUTION NO. 2025-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THE SOLID WASTE AND RECYCLABLE COLLECTION SERVICES AGREEMENT BETWEEN CITY OF WESTLAKE AND WASTE MANAGEMENT INC. OF FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council deems it to be in the best interests of the City to approve and authorize the Mayor or Vice Mayor to execute the Solid Waste and Recyclable Collection Services Agreement Between City of Westlake And Waste Management Inc. Of Florida;

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

SECTION 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed by the City Council and incorporated herein by this reference.

SECTION 2. The City Council of the City of Westlake, Florida, hereby approves and authorizes the Mayor or Vice Mayor to execute the Solid Waste and Recyclable Collection Services Agreement Between City of Westlake And Waste Management Inc. Of Florida. A copy of the Agreement is attached hereto as Exhibit "A".

SECTION 3. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this ____ day of ____ 2025.

City of Westlake
JohnPaul O'Connor, Mayor

Odet Izquierdo, Acting City Clerk

**SOLID WASTE
AND
RECYCLABLE COLLECTION
SERVICES AGREEMENT**

**BETWEEN
CITY OF WESTLAKE
AND
WASTE MANAGEMENT INC. OF FLORIDA**

REFUSE, MULTI-MATERIAL RECYCLING AND VEGETATIVE WASTE COLLECTION AGREEMENT

THIS AGREEMENT ("Agreement") is made as of this _____ day of _____, 2025, by and between the City of Westlake, hereinafter referred to as "City", and Waste Management Inc. of Florida, hereinafter referred to as "Contractor", with its principal place of business at 651 Industrial Way, Boynton Beach, Florida 33426.

WHEREAS, the City awarded Contractor an exclusive franchise for the collection of refuse, recycling and vegetative waste within the City; and

WHEREAS, the City and Contractor have agreed that Contractor shall perform all collection services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties agree as follows:

1. GRANT OF FRANCHISE

The City hereby awards to Contractor an exclusive franchise ("Franchise") for the collection of residential, commercial, industrial and roll-off refuse, recycling and vegetative waste as specified herein, but excluding the collection of special waste, hazardous waste, bio-hazardous waste, biological waste, sludge and storm debris.

2. LIAISON BETWEEN CITY AND CONTRACTOR

All dealings, contracts, notices and payments between the Contractor and the City shall be directed by the Contractor to the City Manager or his/her designee.

3. COMMENCEMENT OF WORK

The work outlined in this Agreement shall commence on December 1st, 2025.

4. TERM

The term of this Agreement shall be for a period of five (5) years beginning December 1st, 2025 and expiring November 30th, 2030. This Agreement may be renewed for additional terms of five (5) years upon mutual written agreement of

the parties, provided that the City gives Contractor notice of its desire to renew not less than ninety (90) days prior to the end of the current term.

5. **DEFINITION OF TERMS**

5.1 Authorized Representative: Shall mean the employee or employees designated in writing by the City Manager to represent the City in the administration and supervision of the Agreement.

5.2 Biohazardous Waste: Shall mean any solid waste or liquid waste which may present a threat of infection or disease to humans or may reasonably be suspected of harboring pathogenic organisms. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contains human-disease-causing agents; used disposable sharps, human blood, and human blood products and body fluids; and other materials which represent a significant risk of infection to persons outside the generating facility.

5.3 Biological Waste: Shall mean solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biohazardous Waste, diseased or dead animals, and other waste capable of transmitting pathogens to humans or animals.

5.4 Bulk Trash: Shall mean any non-vegetative item which cannot be containerized, bagged or bundled including, but not limited to, inoperative and discarded refrigerators, freezers, ranges, washers, dryers, water heaters and similar appliances; bathtubs, sinks, and similar household fixtures; household goods and furniture.

5.5 City: City of Westlake.

5.6 Collection: Shall mean the process whereby solid waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recyclable Materials are removed and transported to a Designated Facility.

5.7 Commercial Service: Shall herein refer to the service provided to business establishments, churches, schools, Multiple-Dwelling Units not receiving curbside service, office buildings and other establishments. Commercial Service shall include container rental, the rolling out and locking and unlocking of containers, opening and closing doors and gates, exchanging containers, changing container locations, supplying locks and locking mechanisms for containers, and other services required for the proper maintenance of containers.

5.8 Commercial Trash: Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of garbage, generated by the operation of stores, offices, and other business places. Commercial trash shall include furniture, appliances, car parts, and all other accumulations not included within the definition of garbage and shall be included in the service if properly containerized. Commercial trash shall not include Special Waste.

5.9 Construction and Demolition Debris: Shall mean materials defined as commercial and demolition debris by the Department in accordance with Rule 62-701.200(24), F.A.C., as amended.

5.10 Contract or Agreement: The Agreement executed by the City and the Contractor for the performance of the work.

5.11 Contractor: Shall mean Waste Management Inc. of Florida and its officers, agents, employees and subcontractors, with whom the City has entered into an Agreement to provide the services described herein.

5.12 Department: Shall mean the Florida Department of Environmental Protection.

5.13 Designated Facility: Shall mean a disposal processing, recovery, recycling or transfer facility.

5.14 Disposal Costs: Shall mean the "tipping fees", landfill costs or processing fees charged to the Contractor by others for disposal of the waste collected by the Contractor.

5.15 Garbage: Shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Garbage shall not include any material that falls within the definition of Special Waste.

5.16 Garbage Receptacle: Shall mean any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s) to be used solely for loose Vegetative Waste. A receptacle also includes a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle.

5.17 Hazardous Waste: Shall mean solid waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.

5.18 Industrial Wastes: Industrial wastes are not included in the scope of this contract unless considered regular solid waste.

5.19 Loose Refuse: Shall mean non-compacted Refuse which is collected from the ground.

5.20 Mechanical Container: Shall mean and include any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the Contractor.

5.21 Multiple Dwelling Units: Shall mean any building containing four (4) or more permanent living units, not including motels and hotels.

5.22 Performance Bond: Shall mean the form of security approved by the City and furnished by the Contractor as required by this Contract as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract.

5.23 Recyclable Materials: Shall mean newspapers (including inserts), magazines and catalogs, aluminum cans, aluminum foil and pie plates, plastic containers, glass bottles and jars, corrugated cardboard, brown paper bags, mixed paper (magazines, phone books, office paper, etc.), drink boxes, milk and juice cartons, and other solid waste materials added upon Agreement between the City and the Contractor, when such materials have been either diverted from the remaining solid waste stream or removed prior to their entry into the remaining solid waste stream. The City reserves the right to modify the types of materials collected by the Contractor and the point of delivery for processing.

5.24 Recycling: Shall mean any process by which solid waste, or materials which otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products, as defined by the Department in accordance with Rule 62-701.200(99), F.A.C., as amended.

5.25 Rolloff Collection Service: Shall mean the Collection of Refuse and Construction and Demolition Debris using rolloff containers, or the Collection of Construction and Demolition Debris by other mechanical means, for locations within the City.

5.26 Refuse: Shall mean Commercial Trash, household Trash and Garbage or a combination or mixture of Commercial Trash, household Trash and Garbage, plus Construction and Demolition Debris.

5.27 Refuse Regulations: Shall herein refer to regulations prescribed by the City together with such administrative rules, regulations and procedures as may be established for the purpose of carrying out or making effective the provision of this contract.

5.28 Residential Service: Shall herein refer to the refuse, recycling and vegetative waste collection service provided to single family and Multiple-Family Dwelling Units within the City who are not receiving Commercial Service.

5.29 Roll Cart: Shall mean a 96-gallon, 65-gallon or 48-gallon capacity wheeled container, City specified color and logo, equipped with an attached lid, and designed and intended to be used for automated collection service. After the City's current cart inventory has been depleted, then replacement Roll Carts shall be provided by Contractor to any single family or Multiple-Family dwelling unit within the City that requires a new/replacement Roll Cart. Ownership of the Roll Carts provided to Residential customers shall rest with City.

5.30 Sludge: Includes the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances. The definition of the term "sludge" shall be amended upon any amendment of that term as it is defined in Section 403.703, F.S., as amended from time to time.

5.31 Special Waste: Shall mean solid wastes that require special handling and management, and which are not accepted at a landfill or other disposal facility or which are accepted at a landfill or other disposal facility at higher rates than is charged for refuse, including, but not limited to, asbestos, whole tires, used oil, lead-acid batteries, and Biohazardous Waste.

5.32 Trash: Shall mean all refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include Vegetative Waste.

5.33 Uniform Level of Service: Shall mean any and all Garbage and Trash, whether commercial or residential, which conforms to the preparation and storage requirements of this contract, and is collected in accordance with City approved schedule(s).

5.34 Vegetative Waste: Shall mean any vegetative matter resulting from yard and landscaping maintenance and shall include materials such as tree and shrub materials, grass clippings, palm fronds, Christmas trees, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. Residents must bag or containerize all grass clippings, leaves, pine needles, and similar small loose items. Large Vegetative Waste items must be not more than six (6) feet in length or fifty (50) pounds in weight, and shall be placed neatly at the curb to comply for regular scheduled collection and not to exceed six (6) cubic yards per set out and if that occurs Contractor will take the specified volume and tag the remaining materials so residents are aware of the limitations and set-out standards.

6. **DESCRIPTION OF WORK**

The Contractor shall provide Refuse collection services within the City Limits of Westlake. The Contractor shall have the exclusive right to provide Refuse collection service in the City in accordance with the terms of this Agreement, excluding the collection of Construction and Demolition Debris from all properties within the City utilizing Roll Off Collection Service or Mechanical Containers. The Contractor is aware of the requirements of the Florida Solid Waste Management Act and other applicable federal and state laws, and is responsible for determining the impact of such legislation on its operation and complying with the terms thereof. The Contractor shall provide, at its own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and things necessary to maintain the standard of collections and disposal set forth herein.

6.1 Protection of Adjacent Property and Utilities. The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage incurred through its operations. The Contractor shall take cognizance of all existing utilities and it shall operate with due care in the vicinity of such utilities and shall immediately repair or have repaired at no additional cost to the owner any breakage or damage caused by its operation. Contractor shall report all such repairs to the customer and the City.

6.2 Spillage. The Contractor shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During

hauling, all Refuse shall be contained, tied, or enclosed so that leaking, spilling, and blowing is prevented. In the event of any spillage caused by the Contractor, the Contractor shall promptly clean up all spillage.

6.3 Designated Facility. All Refuse, Recyclable Materials and Vegetative Waste shall be hauled to a designated facility and disposed of at those facilities at the expense of the Contractor. A change in the location of the Designated Facility shall permit the Contractor to seek an adjustment to compensation.

7. RESIDENTIAL COLLECTION SERVICE

The Contractor shall have the exclusive right to and shall collect and dispose of all Refuse (excluding Special Waste, Hazardous Waste, Biohazardous Waste, Biological Waste and Sludge) from all single-family homes, Multiple-Family Dwelling Units not receiving Commercial Service and individual mobile homes. Mobile home parks will be serviced as residential units.

7.1 Frequency of Collection. The Contractor shall collect Refuse from places of residence within the City at least two (2) times per week, with collections at least three (3) days apart. The City shall approve all proposed changes to collection days prior to Contractor implementation.

7.2 Hours of Collection. Collection shall begin no earlier than 6:00 o'clock a.m., and shall cease no later than 6:00 o'clock p.m. The hours of collection may be extended provided the Contractor has received prior written approval from the City Manager. No collection shall occur on Sundays or holidays except in time of emergency, and with the City Manager's or designee's prior written approval.

7.3 Point of Pickup of Residential Refuse. Collections of residential Refuse shall be at curbside or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the City Manager or his/her designee shall designate the location. Nothing in this section shall require the Contractor to remove waste resulting from construction activity or the clearance of vacant lots. Contractor will provide communications with residents as to the proper set-out specifications for safe and efficient collections.

For those residents who, by reason of their disability, certified by a doctor and approved by the City, are unable to place Roll Carts at the curb, collection will be from the rear door or other accessible location adjacent to the residence, and shall be replaced when empty.

7.4 Roll Cart Receptacles. The Contractor shall be required to pick up all Garbage, Trash and Bulk Trash generated from residential units which have been properly prepared and stored for collection as follows:

All Garbage shall be placed in a Roll Cart and shall be placed at curbside (within 6 feet of roadway) or at such other single collection point as may be agreed upon by the Contractor and the customer. No Garbage placed outside of the Roll Cart shall be collected by the Contractor. If Roll Cart is not serviced by the Contractor, a leave behind tag or similar notice will be attached to the Cart to notify resident of the issue.

Roll Carts shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection.

Bulk Trash shall be collected providing that it does not exceed six (6) feet in length and not to exceed six (6) cubic yards for any piece or total volume of such materials. Bulk Trash that exceeds the above will be tagged by the collection crew.

Containerized Multiple Dwelling Units (dwellings containing four (4) or more units under a single roof) serviced by Mechanical Containers shall containerize all Garbage and Trash. Bulk Trash shall be collected at a designated site agreed to by the Contractor and the customer and approved by the City. Containerized Services shall include the rolling out and locking and unlocking of containers, opening and closing doors and gates, exchanging containers, changing container location, supplying locks and locking mechanisms for containers, and other services required for proper maintenance of containers.

7.5 Method of Collection of Residential Refuse. The Contractor shall make collections with a minimum of noise and disturbances to the customer. Any refuse spilled by the Contractor shall be picked up immediately by the Contractor. Roll Carts shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. In the event of damage by the Contractor to a Roll Cart, the Contractor shall be responsible for the timely repair or replacement of said Roll Cart within seven (7) calendar days at no cost to the customer. If a Residential customer requests an additional Roll Cart the Residential customer will be charged (negotiated rate with the City or no charge) for the extra Roll Cart.

7.6 Bulk Trash. The Contractor shall collect Bulk Trash from residents once per week.

8. **COMMERCIAL COLLECTION SERVICE**

The Contractor shall have the exclusive right to and shall collect and dispose of all Refuse and solid waste, except Hazardous Waste, Biohazardous Waste, Biological Waste and Sludge, from or generated by any commercial or industrial use, and any use not contained within residential services. Contractor's exclusivity regarding Commercial Service shall include Rolloff Collection Service for all solid waste as so defined above and recyclables.

8.1 Frequency of Collection. Commercial containers shall be collected frequently enough to prevent them from becoming overloaded or a health hazard. Collection shall begin no earlier than six o'clock (6:00) a.m. and shall cease no later than six o'clock (6:00) p.m. In the event a customer's container is consistently overloaded; the Contractor will require the customer to increase service. In the event of an emergency, collection may be permitted at times not allowed by this paragraph, provided the Contractor has received prior approval from the City Manager or his designee.

8.2 Point of Pickup of Commercial Refuse. Commercial Refuse customers shall place containers at locations that are mutually agreed upon by the customer and the Contractor and approved by the City which are convenient for collection by the Contractor. Where mutual agreement is not reached, the City Manager or his/her designee shall designate the location.

8.3 Commercial Receptacles. Commercial establishments shall use Mechanical Containers as defined in Section 5.20. Containers must be properly maintained and kept clean and sanitary.

8.4 Method of Collection of Commercial Refuse. The Contractor shall make collections with as little disturbance as possible. Any refuse spilled by the Contractor shall be picked up immediately by the Contractor. Contractor shall provide commercial customers gate service (opening and closing) at no additional fee.

9. **SPECIAL EVENTS**

The Contractor shall provide at no charge to the City for all services, containers and equipment required for waste collection and disposal at four (4) special City functions or sponsored events deemed appropriate by the City Manager or his/her designee.

10. **SCHEDULES AND ROUTES**

The Contractor shall provide the City with schedules for all collection routes and keep such information current at all times. Any proposed changes in route schedules must be pre-approved and the City shall be immediately notified in writing a minimum of 30 days in advance. The City Manager shall approve all permanent changes in routes or schedules that alter the day of pickup. Upon approval of the City Manager, the Contractor shall utilize mailers or door to door notices as well as publish on-line (websites) or in a newspaper of general circulation in Palm Beach County at least thirty (30) days prior to the effective date of such route or schedule changes. The cost of publication shall be borne solely by the Contractor.

The City reserves the right to deny Contractor's vehicles access to certain streets, alleys and public ways inside the City en route to the disposal site where it is in the interest of the general public to do so because of the condition of the streets, alleys and public ways. The Contractor shall not interrupt the regular schedule or quality of service because of street closures of less than eight (8) hours in duration. The City shall notify the Contractor of street closures of longer duration and arrangements for service will be made in a manner satisfactory to Contractor and City. Customers within the City shall receive reasonable notification of the schedules provided by the Contractor prior to commencement of service. Only local truck routes shall be used in transit, unless specifically for the purpose of collection.

10.1 Storm. In the event of a severe storm, hurricane, or other similar natural disaster, the City Manager or his/her designee shall grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm, the Contractor shall advise the City Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In case of a storm where it is necessary for the Contractor and the City to acquire additional equipment and/or to hire extra crews to clean the City of debris and Refuse resulting from the storm, the Contractor shall receive extra compensation above the Contract price for additional employees, overtime, and cost of rental equipment, provided Contractor has first secured prior written authorization from the City Manager or his/her designee. The Contractor's reimbursement rates, both hourly and cubic yard and tonnage unit costs for disaster debris removal, reduction and disposal shall be negotiated annually prior to the City issuing an authorization to proceed. A detailed breakdown of direct costs is to be provided with billing. Contractor and City will perform post-event assessments to determine the severity of the event and if non-declared, methodology to proceed with immediate response when deemed safe to proceed. Contractor will not be expected to dispatch crews until it is mutually agreed and SWA is deemed operational.

10.2 Holidays. The Contractor will not provide service on the following holidays: Thanksgiving and Christmas. If the regular collection day falls on one of

the aforementioned holidays, the Contractor shall collect the Refuse on the next regularly scheduled collection day. In the event the approved disposal facility (Palm Beach County Solid Waste Authority facility) is closed on a scheduled collection day other than a holiday, the Contractor shall notify the City of such an event in a timely basis.

11. COLLECTION EQUIPMENT

The Contractor shall have on hand at all times, in good working order and sanitary condition, such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. The Collection vehicles used by the Contractor at the start of the Agreement shall not exceed a maximum age of five (5) years, unless it is used as a reserve vehicle only. Equipment utilized for any subsequent renewal/extension term will be exempt from the five (5) year age limitation.

Equipment shall be of the enclosed loader packer type, or other equipment which meets industry standards and is approved by the City. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The Contractor shall have available reserve equipment which can be put into service within four (4) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

Equipment is to be painted uniformly with the name of the Contractor, business telephone number and the number of the vehicle. The rear of the vehicle shall contain flashers, strobe lights and other warning signs or paint schemes to assist in cautioning the public of the hazards. All vehicles shall be numbered and a record kept of the vehicle and crew to which each number is assigned. No advertising shall be permitted on vehicles, except of events sponsored by the City.

12. SPECIAL WASTE, HAZARDOUS WASTE, BIOHAZARDOUS WASTE, BIOLOGICAL WASTE AND SLUDGE

The Contractor shall not be required to collect and dispose of Special Waste, Hazardous Waste, Biohazardous Waste, Biological Waste or Sludge, but may offer such service in the City. All such collection and disposal for the types of waste referenced in this section, when performed by the Contractor, shall be in strict compliance with all federal, state and local laws and regulations.

13. DESCRIPTION OF THE WORK

The Contractor shall have the exclusive right to and shall collect all residential Recyclable Materials, including but not limited to, newspaper (including inserts), magazines and catalogs, aluminum foil and pie plates, glass, aluminum cans, polyethylene terephthalate (PET) and high density polyethylene (HDPE) bottles, corrugated cardboard, brown paper bags, mixed paper, drink boxes, set out for the purpose of recycling from all residential properties within the City limits. The collection of Recyclables shall be conducted utilizing two containers. The Contractor will coordinate with the City regarding any proposed change in collection of recyclables as proposed by the Solid Waste Authority (SWA).

Multifamily and commercial containerized recycling services shall utilize mechanical containers provided for and in colors approved by the Solid Waste Authority to collect Recyclable Materials. If other colors of containers are used, Contractor must purchase and affix Solid Waste Authority approved educational material to each container.

As it becomes appropriate or beneficial, other items may be added to the list of Recyclable Materials at the direction of the City Manager. Likewise, if it becomes unfeasible or financially impractical to continue collection of any one of the above items, the Contractor may petition the City Manager for approval to discontinue collection of those items. Any additional items need to be part of the SWA recycling program. The Contractor has the ability to request additional compensation for the additional service.

13.1 Frequency of Collection. The Contractor shall collect Recyclable Materials within the City at least one (1) time per week. The day of collection shall be on the same day as one of the collection days for solid waste.

13.2 Hours of Collection. Collection shall begin no earlier than six o'clock (6:00) a.m. and shall cease no later than six o'clock (6:00) p.m.; provided, however, that in the event of emergency or unforeseen circumstances, collection may be permitted at a time not allowed by this paragraph following approval by the City Manager or designee.

13.3 Point of Pickup of Recyclable Materials. Collection of Recyclable Materials shall be at curbside or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the City Manager shall designate the location.

13.4 Receptacles. The Contractor shall pick up all Recyclable Materials which have been properly prepared for collection and placed in recycling containers or paper bags and set at curbside.

Receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and then left at the proper point of collection.

The Solid Waste Authority shall supply and Contractor distribute to each new residence within the City two (2) containers for Recyclable Materials and provide replacements to all residences as needed, using color, design and logo as designated by the City. The cost of these containers will be borne by SWA. The containers shall be A-1 Products Corporation, Model 9732, "BLUE BOX" and "YELLOW BOX", or equivalent approved by the SWA and the City. Receptacles may be imprinted with a logo and/or recycling theme as approved by the City. All recycling containers shall become the property of the City when distributed.

The Contractor shall maintain an adequate supply of containers to provide for replacements and for new residents. All recycling containers provided or replaced by the Contractor shall be identical in type, size and color for each type of recycling container.

13.5 Method of Collection of Recyclable Materials. Unless otherwise agreed in writing, the Contractor shall separate (2 PART) at the point of pickup, at least the newspaper from the aluminum cans, glass and plastics and place into different sections of the collection vehicle. The Contractor shall make collections with a minimum of noise and disturbance to the customer. Any Recyclable Materials spilled by the Contractor shall be picked up immediately. Recycling containers shall be thoroughly emptied and left inverted at the point of collection.

13.6 Schedules and Routes. Recyclable Materials collection for a dwelling unit shall be made on one of the two solid waste collection days for that dwelling unit. Therefore, schedules and routes shall match the schedules and routes for solid waste collection, except that the City Manager or designee is authorized to modify, extend or suspend schedules in the event of natural disaster, health hazard or any other state of emergency requiring such action.

The City reserves the right to deny Contractor's vehicles access to certain streets, alleys and public ways inside the City en route to the disposal site where it is in the interest of the general public to do so because of the condition of such streets, alleys and public ways. The Contractor shall not interrupt the regular schedule or quality of service because of street closures of less than eight (8) hours in duration. The City shall notify the Contractor of street closures of longer duration

and arrangements for service will be made in a manner satisfactory to Contractor and City. Customers under this contract shall receive reasonable notification of the schedules provided by the Contractor prior to commencement of service. Only local truck routes shall be used in transit, unless specifically for the purpose of collection.

13.7 Monitoring Records. The Contractor shall furnish the following reports:
Monthly – Service Inquiry Log to include complaints, compliments, service requests, and missed pick ups. This log is to be delivered to the City no later than the 15th of each month.

Annually – Equipment list, Subcontractor list

13.8 Equipment. The Contractor shall have on hand at all times, in good working order and sanitary condition, such equipment as shall perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of recycling equipment and shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. Collection vehicles shall have separate compartments into which the different recyclable materials may be placed. Prior to purchasing equipment, it shall be the responsibility of the Contractor to determine the available space, turning radii, ceiling heights, etc. of the likely buyers or processors of the recycled materials.

The Contractor shall have available reserve equipment which can be put into service within four (4) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

The Contractor may also add his name and business telephone number to each side of the vehicle. The rear of the vehicle shall contain flashers, strobe lights and other warning signs or paint schemes to assist in cautioning the public of the hazards. All vehicles shall be numbered and a record kept of the vehicle and crew to which each number is assigned. No advertising shall be permitted on vehicles except that approved by the City.

13.9 Holidays. The Contractor will not provide service on the following holidays: Thanksgiving and Christmas. Residential Recyclable Materials not collected on Thanksgiving shall be collected on the next scheduled recycling collection service day. Residential Recyclable Materials not collected on Christmas Day shall be collected on the next scheduled solid waste collection day when possible, but not later than the next scheduled recycling collection day. In the event the approved disposal facility (Palm Beach County Solid Waste

Authority facility) is closed on a scheduled collection day other than a holiday, the Contractor shall notify the City of such an event in a timely basis.

14. PROMOTION: PUBLIC RELATIONS AND EDUCATION

The City and the Contractor will share responsibility for the promotion of the recycling programs. The City and the Contractor will cooperate in the preparation of 500 printed brochures per year (paid for by Contractor and delivered to the City).

15. DESCRIPTION OF WORK

The Contractor shall provide vegetative waste collection and disposal within the City limits. The Contractor shall have the exclusive right to provide vegetative waste collection and disposal service within the City in accordance with the specifications herein. Landscape maintenance companies may haul vegetative waste resulting from their own activities.

15.1 Frequency of Collection. The Contractor shall collect Vegetative Waste from residences within the City one (1) time per week. The day of collection shall be on the same day as the collection day for solid waste.

15.2 Hours of Collection. Collection shall begin no earlier than 6:00 o'clock a.m. and shall cease not later than 6:00 o'clock p.m.; provided that in the event of emergency or unforeseen circumstances, collection may be permitted at a time not allowed by this paragraph following approval by the City Manager or designee.

15.3 Point of Pickup of Vegetative Waste. Collection of Vegetative Waste shall be at curbside or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the City Manager or his/her designee shall designate the location.

15.4 Preparation of Vegetative Waste for Collection. The Contractor shall pick up all Vegetative Waste generated from residential units as follows:

Vegetative Waste shall be placed adjacent to the pavement or traveled way of the street. Residents must bundle or containerize small or loose Vegetative Waste. Vegetative Waste items must be not more than six (6) feet in length or fifty (50) pounds in weight, and shall be placed neatly at the curb to comply for regular scheduled collection and not to exceed six (6) cubic yards per set out

and if that occurs Contractor will take the specified volume and tag the remaining materials so residents are aware of the limitations and set-out standards.

In the event of a dispute between Contractor and a customer as to what constitutes Vegetative Waste, the situation will be reviewed and decided by the City Manager or his/her designee, whose decision shall be final.

15.5 Method of Collection of Vegetative Waste. The Contractor shall make collections with a minimum of noise and disturbance to the customer. Any Vegetative Waste spilled by the Contractor shall be picked up immediately by the Contractor. Contractor shall rake and sweep any vegetative waste left behind during the collection operation. The area shall be left neat and clean. Contractor agrees to place customer notification "tags" on all non-complying materials that exceed standard specifications and require special equipment (clamshell) collection. The "tag" will indicate how and when the additional service will occur and provide Contractor's customer service contact information.

15.6 Routes. The City reserves the right to deny Contractor's vehicles access to certain streets, alleys and public ways inside the City en route to the disposal site where it is in the interest of the general public to do so because of the condition of such streets, alleys and public ways. The Contractor shall not interrupt the regular schedule or quality of service because of street closures of less than eight (8) hours in duration. The City shall notify the Contractor of street closures of longer duration and arrangements for service will be made in a manner satisfactory to Contractor and City. Customers under this contract shall receive reasonable notification of the schedules provided by the Contractor prior to commencement of service. Only local truck routes shall be used in transit, unless specifically for the purpose of collection.

15.7 Equipment. The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of collection and disposal equipment. Collection vehicles shall be of the enclosed loader parker type or other vehicle designed to allow for efficient collection of Vegetative Waste. The equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

The Contractor shall have available reserve equipment which can be put into service within four (4) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

15.8 Holidays. The Contractor will not provide service on the following holidays: Thanksgiving and Christmas. Vegetative Waste not collected on Thanksgiving shall be collected on the next scheduled vegetative waste collection service day. Vegetative Waste not collected on Christmas Day and Thanksgiving Day shall be collected on the next vegetative waste collection day. In the event the approved disposal facility (Palm Beach County Solid Waste Authority facility) is closed on a scheduled collection day other than a holiday, the Contractor shall notify the City of such an event in a timely basis.

16. **CONTRACTOR'S PERSONNEL**

16.1 Contractor's Officer(s). The Contractor shall assign a qualified person or persons to be in charge of the operations within the City. The Contractor shall give the names, address and phone number of these persons to the City. Information regarding the person's experience and qualifications shall be furnished. Supervisory personnel must be present on the routes to direct operations in a satisfactory manner. Said supervisor(s) must be available for consultation with the City Manager and/or customers within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which is radio equipped.

16.2 Dangerous Animals and Refuse Collection. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to accomplish refuse collection. In any case where the owner or tenants have such animals at large, the Contractor shall immediately notify the City Manager of such condition and of its inability to make collection because of such conditions.

16.3 Conduct of Employees. The Contractor shall ensure that its employees serve the public in a courteous, helpful and impartial manner. Contractor's collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission. Care shall be taken to prevent damage to property, including cans, carts, racks, trees, shrubs, flowers and other plants.

16.4 Employee Uniform Regulations. The Contractor's solid waste collection employees shall wear a uniform or shirt bearing the company's name. Lettering stitched on or identifying patches permanently attached to uniform

shirts and jackets will be acceptable. The Contractor shall keep a record of employees' names and numbers assigned.

16.5 Compliance with State, Federal and Municipal Law. The Contractor shall comply with all applicable City, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

16.6 Fair Labor Standards Act. The Contractor is required and hereby agrees by execution of the Contract to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standard Act, as amended and changed from time to time.

16.7 Other Employee Benefits. The Contractor shall furnish reasonable uniforms, rain gear and safety equipment. Each vehicle operator shall at all times carry a valid Florida Commercial Driver's License for the type of vehicle that is being driven. The Contractor shall provide operating and safety training for all personnel.

17. **PAYMENT AND BILLING**

17.1 Compensation. The City shall pay the Contractor compensation for the performance of the Contract, the sums due based on the unit prices as listed in **Schedule D - Fee Schedule**____. Contractor shall submit an invoice by the 10th of each month for services rendered during the preceding month, and payments will be made to the Contractor within 30 days upon receipt and verification of the invoice submitted.

17.2 Billing Procedures.

Any new unit shall be considered to be occupied when a certificate of occupancy has been issued. Proof of demolition of existing units shall be demolition permits issued by the Building Division. The number of units shall be reviewed not less than monthly by the City and the Contractor. Any adjustment as a result of this review shall be billed by the Contractor.

17.3 Disposal Costs. Residential and commercial solid waste disposal costs shall be separated from residential and commercial collection service costs. Residential disposal costs will be part of the special assessment billed by the Solid Waste Authority of Palm Beach County except as otherwise provided in this Agreement. The Contractor will be given a disposal credit for each residential

unit as calculated by the Solid Waste Authority; however, the Contractor agrees to bill new units for hauling and disposal from the date of the certificate of occupancy. The non-assessed portion of the commercial disposal costs will be part of the service charge billed by the Contractor. The Contractor shall pay the Authority for all solid waste disposal costs incurred for disposing of all solid waste at the Authority's Disposal Facilities except for the portion of disposal costs which have been separately assessed by the Authority. Any changes in non-assessed portion of commercial disposal costs will be reflected in the service charge billed by the Contractor.

17.4 Unusual Changes or Costs. The Contractor may petition the City to adjust the rates in **Schedule D – Fee Schedule** ____ based upon unusual and unanticipated increases in the cost of doing business, including but not limited to a change in law or regulation ("Change in Law"). Any such request shall be supported by full documentation establishing the increase in costs and the reasons therefor.

"Change in Law" means (i) the adoption, or modification after the date of this Agreement of any law, regulation, order, statute, ordinance, or rule that was not adopted, promulgated, or modified on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the date of this Agreement, which in the case of either (i) or (ii) establishes requirements affecting the Contractor's operation under this Agreement more burdensome than the requirements that are applicable to Contractor and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, state or local entity imposes a fee, charge or tax after the date of this Agreement that applies to Contractor's operations per se (unrelated to employment), such fee, charge or tax shall be treated as a Change in Law.

The Contractor's request must be made within ninety (90) days of the occurrence of such unusual change or cost, and shall contain substantial proof and justification, as determined by the City Manager, to support the need for the rate adjustment. The City may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The City shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the City.

17.5 Force Majeure. The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during

the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

- (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, act of terrorism, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party to the extent that such conditions affirmatively prevent a party from performing in accordance with the terms of this Agreement;
- (b) The binding decision of any court of competent jurisdiction, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) that directly impacts a party's ability to perform in accordance with the terms of this Agreement if such decision is not also the result of the intentional or negligent action or inaction of the party relying thereon or of a third party for whom the party relying thereon is responsible; provided that neither the contesting in good faith of any such decision nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party; or
- (c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor, not resulting from the intentional or negligent actions of the Contractor.

17.6 Fixed Annual Price Adjustment.

Compensation payable to the Contractor for all rates and fees charged pursuant to **Schedule D – Fee Schedule** shall be adjusted annually to include a fixed five (5) percent increase. The five percent (5%) annual increase shall take place on December 1, 2026 and annually each December 1st thereafter.

17.7 Level and Type of Service for Collection of Other Wastes. Where the Contractor agrees to collect Special Waste or Sludge, a written agreement between the Contractor and the customer shall be entered into regarding the level and type of service to be provided, at a rate to be negotiated between the parties involved. However, upon failure of the parties to reach such an agreement for commercial services only, either party may apply to the City Manager, who shall establish the level and type of services to be provided,

including the area of the container and number of pickups per week. All such collection and disposal for those types of waste in this section, when performed by the Contractor, shall be in strict compliance with all Federal, State, and Local laws and regulations.

18. CONTRACT PERFORMANCE

The Contractor's performance of the Contract shall be supervised by the City Manager or his/her designee. The failure of the City at any time to require performance by the Contractor of any provision thereof shall in no way affect the right of the City thereafter to enforce same. Furthermore, no waiver by the City of any breach of the provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

19. COOPERATION/COORDINATION

The City and its authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work, equipment and facilities of Contractor.

20. COMPLAINTS AND COMPLAINT RESOLUTION

20.1 Office. The Contractor shall maintain a local office. The office shall be equipped with sufficient telephones with at least one local phone number, and shall be open during normal business hours, 8:00 o'clock a.m. to 5:00 o'clock p.m., Monday through Friday. All calls must be handled on a timely basis. An emergency after-hours telephone number and contact will be provided to the City Manager or his/her designee. The local office is located at 651 Industrial Way, Boynton Beach. The contractor agrees to provide a local number and dispatch a representative to a customer's house or business to respond to any issues within 24 hours.

20.2 Complaints. The Contractor shall document all complaints and enter them electronically into the Contractor's database. This method will be used for tracking purposes and will be submitted to the City electronically for resolution processing. Such record shall be available for City inspection at all times during business hours. The form shall indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. Complaint resolution shall occur within 24 hours (but repair of damage may take longer). Contractor may, in the sole discretion of the City, be fined \$1,000.00 per day for any Route Not Completed on the scheduled collection day. "Route Not Completed" shall mean more than 3% of homes on a route were not serviced on

a scheduled collection day (but excluding any homes not completed due to any Force Majeure circumstances).

21. DEFAULT AND DISPUTE OF THE AGREEMENT

It shall be the duty of the City Manager or his/her designee to observe closely the Contractor's services pursuant to the Contract. Any of the following events shall be deemed to be a material breach of contract.

(1) The Contractor takes the benefits of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States, or any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or,

(2) By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under Federal Bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,

(3) By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court of governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession of control shall continue in effect for a period of sixty (60) days; or,

(4) The Contractor shall voluntarily abandon, desert, or discontinue its operations hereunder; or,

(5) Any lien is filed against any premises in the City because of any act or omission of the Contractor and is not removed or the City and landowner adequately secured, by bond or otherwise, within ninety (90) days after the Contractor has received written notice thereof; or,

(6) The Contractor has abandoned, failed, or refused to perform or observe each and every promise in the Contract, or has failed or refused to

comply with the instructions of the City Manager relative thereto, and such default is not cured within 30 calendar days after receipt of written notice from the City. If the Contractor fails to so cure the default, the City Manager shall so notify the City Council and a public hearing shall be set for a date within fifteen (15) calendar days of such notice. The City Manager shall, not less than five (5) calendar days prior to the date of such hearing, notify the Contractor and the surety of the date and place of the public hearing at which the Contractor shall be required to show cause why the Contractor has not breached the terms of the Contract. Should the Contractor fail to appear at the hearing or fail to show cause why it has not breached the terms of the Contract to the reasonable satisfaction of the City, the City shall declare a breach on the Contract and notify the Contractor and the surety on the performance bond of such a declaration of breach, or authorize the City Manager to take such other action.

If the Contractor or his surety fails to cure such breach within thirty(30) business days or such other longer time deemed reasonable by the City Manager, then the City may thereupon declare the Contract canceled.

Any transfer or assignment of the responsibilities of the Contractor by the surety must be approved by the City. The Contractor shall be excused from performance in cases of war, insurrection, riot, acts of God, or other causes beyond the Contractor's control.

(7) Except as otherwise provided in the Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause, the party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager shall make such explanation as may be necessary to complete, explain or make definite the provisions of the Contract and the findings and conclusions shall be final and binding on both parties. If the Contractor believes the City Manager's findings or conclusion is unreasonable or unsupported, then the Contractor may ask for the dispute to be submitted to mediation (to be paid for jointly by both parties).

The Contractor expressly recognizes the paramount right and duty of the City to provide adequate waste collection as a necessary government function, and further agrees, in consideration for the execution of the contract, that in the event the City shall invoke the provisions of this section, Contractor will either negotiate with the City for an adjustment of the matter or matters in dispute, or present the matter to a court of competent jurisdiction with venue in Palm Beach County in an appropriate suit instituted by the Contractor or by the City within

thirty (30) calendar days of the parties' failure to resolve the dispute after mediation.

22. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same, nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provisions, or as a waiver of any provision itself.

23. PERMITS AND LICENSES

The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinances and maintain the same in full force and effect.

24. TITLE TO WASTE

The City reserves the right at all times to hold title and ownership to all Refuse, Vegetative Waste or Recyclable Materials collected by the Contractor.

25. FRANCHISE FEES

The Contractor shall pay to the City a fee of three (3) percent of all revenues collected by the Contractor arising out of solid waste collection services or operations conducted in the City. Solid waste disposal costs paid by the Contractor shall be deducted from the gross revenue total prior to applying the calculation of the franchise fee due to the City. Franchise fees shall be payable within thirty (30) days of the last day of each calendar quarter.

26. SUBCONTRACTORS, ASSIGNMENT AND CHANGE OF CONTROL

A list of any subcontractors (should any be used) will be provided to the City. Contractor shall make no assignment of its rights or obligations under the Contract without first obtaining the written consent of the City, which may be granted or withheld in its sole discretion.

27. BONDS

27.1 Performance Bond. The Contractor shall furnish a performance bond in the form attached to these specifications as security for the performance of

the Contract with the City. Said performance bond will be in the amount of one (1) year (12-months) equivalent revenue and remain in force for the duration of the Contract and renewed annually at the equivalent amount. The premium for the performance bond described above shall be paid by the Contractor. The performance bond shall be written in a surety company licensed to do business in the State of Florida with an A.M. Best Financial Rating of A Class VI or higher for the most current calendar year available.

28. INSURANCE REQUIREMENTS

28.1 Contractor Insurance. During the life of the Contract, the Contractor shall procure, maintain and provide the City with certificates of insurance as evidence of the insurance required under this Section 29. The City shall be an additional insured (except on Worker's Compensation) on this insurance with respect to all claims arising out of the operations or work to be performed. Cancellation of said insurance shall not be effectuated without thirty (30) days' prior written notice to City.

Except as otherwise stated, the amounts and types of insurance provided by the Contractor shall conform to the following minimum requirements:

28.1.1 Worker's Compensation

The Contractor shall provide and maintain during the life of the Contract, at his own expense, Workers Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers' liability insurance in an amount not less than \$100,000 each accident, \$100,000 by disease and \$500,000 aggregate by disease. If any operations are to be undertaken on or about navigable waters, coverage must be included pursuant to the Longshoremen and Harbor Workers Act and the Jones Act.

28.1.2 Comprehensive General Liability

The Contractor shall provide and maintain during the life of the Contract, at his own expense Comprehensive General Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:

Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

Premises and/or operations.

Independent contractors.

Products and/or completed operations.

The contractual coverage must specify that it covers the Indemnification Agreement which is part of this contract.

28.1.3 Business Automobile Policy

The Contractor shall provide and maintain during the life of the Contract, at his own expense, Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

Owned vehicles.

Hired and non-owned vehicles.

Employer's non-ownership. The contractual coverage must specify that it covers the Hold Harmless Agreement which is part of this Contract.

28.1.4 Umbrella Liability. In addition to the above limits, the Contractor shall provide at least a \$5,000,000 umbrella or excess liability insurance policy.

28.2 Certificate of Insurance. Certificates from the insurance carrier stating the types of coverage provided, limits of liability, and expiration dates, shall be filed with the City before operations are commenced.

29. **COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor hereby agrees to abide with all applicable Federal, State and local laws and regulations. It is understood that the City has ordinances for

effectuating a solid waste control program. It is the responsibility of the Contractor to become familiar with such ordinances, and it is understood that, if any provisions of said ordinances are in conflict with the conditions of the Contract, the ordinances shall be the governing factor for performances of the Contract.

30. INDEMNIFICATION

The Contractor hereby agrees to protect, defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims against the City, its officers, agents and employees, by a third party for loss or damage of any nature or kind arising out of or resulting from the negligent or intentional acts or omissions, willful misconduct or breach of any law or any provision of this Agreement by Contractor, its officers, agents, employees, servants or contractors (specifically including subcontractors), except to the extent that such loss or damage was caused by the negligent or intentional acts or omissions, willful misconduct, or breach of any law or any provision of this Agreement by the City, its officials, agents or employees. In connection with any legal proceedings arising hereunder, the City reserves the right to retain counsel of its choice and at its own expense, or, in the alternative, approve counsel obtained by the Contractor.

31. BOOKS AND RECORDS

The Contractor shall maintain separate records of accounts, complaints, routes and other contract information specific to the City's contract area. The City shall have the right to review all records that pertain to the Contract which are maintained by the Contractor upon ten (10) days' prior written notice.

32. SCRUTINIZED COMPANIES

CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

32.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

32.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

32.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

32.2.2 Is engaged in business operations in Syria.

33. **E-VERIFY ELIGIBILITY**

CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

33.1 Definitions for this Section:

33.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, Waste Management Inc. of Florida.

33.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

33.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

33.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

33.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

33.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Westlake. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Westlake; and

33.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

34. PUBLIC RECORDS

34.1 The City of Westlake is a public agency subject to Chapter 119, Florida Statutes. Contractor shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

34.1.1 Keep and maintain public records required by the CITY to perform the service;

34.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

34.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements

are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the CITY; and

34.1.4 Upon completion of the Agreement, and upon request of the City, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

34.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
4001 SEMINOLE PRATT WHITNEY ROAD
WESTLAKE, FL 33470
561-530-5880
zburgess@westlakegov.com**

34.3 Pursuant to Section 119.0715, F.S., trade secrets held by the City are confidential and exempt from Section 119.07(1), F.S. and Section 24(a) Article I of the State Constitution. "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process that (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

35. NOTICES

Any notice required hereunder shall be in writing and delivered in person, by telecopy or by certified mail to either party at its business address shown herein.

36. **WAIVER:**

The waiver of any breach of any provision hereunder by either party shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

37. **SOVEREIGN IMMUNITY**

Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

38. **GOVERNING LAW:**

This agreement shall be construed in accordance with the laws of the State of Florida. Venue shall lie exclusively in Palm Beach County.

39. **SEVERABILITY:**

If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court or administrative body of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

40. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof, and supersedes any oral or written representations, assurances, claims or disclaimers made either prior to or simultaneous with the execution hereof. This Agreement may be amended only by an instrument in writing signed by both parties. The City and Contractor agree that this Agreement shall not and does not create any rights in any third persons. There are no third-party beneficiaries of this Agreement.

IN WITNESS HEREOF, the City and Contractor have set their hands and seals on the day and year first above written to this Agreement and three counterparts, each of which shall constitute an original.

CITY OF WESTLAKE

WASTE MANAGEMENT INC. OF FLORIDA

JohnPaul O'Connor, Mayor

ATTEST:

City Clerk

Approved as to form and
legal sufficiency:

City Attorney

David M. Myhan, President

ATTEST:

By:_____

Schedule D – Fee Schedule
REFUSE, MULTI-MATERIAL RECYCLING AND
VEGETATIVE WASTE COLLECTION RATES

Effective December 1, 2025

REFORMATTING
Rate Schedule D pursuant to the RFP

Schedule D – Fee Schedule
REFUSE, MULTI-MATERIAL RECYCLING AND
VEGETATIVE WASTE COLLECTION RATES

City of Westlake
Effective December 1, 2025

ALL COLLECTION RATES INCLUDE FRANCHISE FEES			
Residential Curbside Collection			
Monthly Service			
			1-Dec-25
Garbage Collection		\$	17.07
Yard Waste		\$	4.70
Recycling		\$	4.97
Bulk Waste (Cost included in the Rate for Garbage)			
Total Fees-Contractor		\$	26.74

City of Westlake								
Commercial Rate Schedule								
Effective December 1, 2025								
ALL COLLECTION RATES INCLUDE FRANCHISE FEES								
Non-Compacted Yardage - Detail Pricing								
Pickups per Week								
2 - Cubic Yard	1	2	3	4	5	6		
Collection Rate	\$ 88.25	\$ 176.49	\$ 264.74	\$ 352.98	\$ 441.23	\$ 529.47	\$ -	
Disposal Charge	\$ 24.33	\$ 48.67	\$ 73.00	\$ 97.34	\$ 121.67	\$ 146.01	\$ -	
Container Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Regulated Rates	\$ 112.58	\$ 225.16	\$ 337.74	\$ 450.32	\$ 562.90	\$ 675.48	\$ -	
4 - Cubic Yard								
Collection Rate	\$ 159.31	\$ 318.62	\$ 477.93	\$ 637.24	\$ 796.55	\$ 955.86	\$ -	
Disposal Charge	\$ 48.67	\$ 97.34	\$ 146.01	\$ 194.68	\$ 243.35	\$ 292.02	\$ -	
Container Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Regulated Rates	\$ 207.98	\$ 415.96	\$ 623.94	\$ 831.92	\$ 1,039.90	\$ 1,247.88	\$ -	
6 - Cubic Yard								
Collection Rate	\$ 219.48	\$ 438.95	\$ 658.43	\$ 877.90	\$ 1,097.38	\$ 1,316.86	\$ -	
Residential Curbside Collection	\$ 73.00	\$ 146.01	\$ 219.01	\$ 292.02	\$ 365.02	\$ 438.02	\$ -	
Container Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Regulated Rates	\$ 292.48	\$ 584.96	\$ 877.44	\$ 1,169.92	\$ 1,462.40	\$ 1,754.88	\$ -	
8 - Cubic Yard								
Collection Rate	\$ 266.63	\$ 533.26	\$ 799.89	\$ 1,066.53	\$ 1,333.16	\$ 1,599.79	\$ -	
Disposal Charge	\$ 97.34	\$ 194.68	\$ 292.02	\$ 389.35	\$ 486.69	\$ 584.03	\$ -	
Container Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Regulated Rates	\$ 363.97	\$ 727.94	\$ 1,091.91	\$ 1,455.88	\$ 1,819.85	\$ 2,183.82	\$ -	

Schedule D – Fee Schedule (Cont.)
REFUSE, MULTI-MATERIAL RECYCLING AND
VEGETATIVE WASTE COLLECTION RATES

City of Westlake
Effective December 1, 2025

	COMMERCIAL / INDUSTRIAL ROLLOFF SERVICES				
	Rolloff Service		Current Rate		
	Cost per pull >12 yds		\$ 444.29	per pull	
				plus disposal @ \$42 per ton	

	PALM BEACH COUNTY SOLID WASTE AUTHORITY			
	DISPOSAL RATE CALCULATION			
		MSW / Trash	C & D	Vegetation
Tonnage Rate		\$ 42.00	\$ 80.00	\$ 35.00
Lbs. / Yard		134		
Disposal / Yard		\$ 2.81		

INTER-OFFICE CORRESPONDENCE

MEMORANDUM NO. 2025-08

TO: Mayor and Members of the City Council
CC: Zoie Burgess, Acting City Manager

FROM: Donald J. Doody, City Attorney *DJD*

DATE: October 16, 2025

RE: City of Westlake / Solid Waste and Recycle Collection Services Agreement

This memorandum provides an overview of the terms and provisions of the *Solid Waste and Recyclable Collection Services Agreement* ("Agreement") between the City of Westlake and Waste Management Inc. of Florida ("Contractor"). These sections outline operational expectations for residential, commercial, recycling, and vegetative waste services under the new agreement, effective **December 1, 2025**.

Key Provisions in Agreement

<u>Article 1 General Information</u> Section 3	This Agreement shall commence December 1, 2025.
Section 4	Provides for the City to give the Contractor notice of its desire to renew not less than ninety (90) days prior to the end of the current term.
<u>Residential Collection Service</u> Section 7.1 – Frequency of Collection	The Contractor shall collect Refuse within the City at least two (2) times per week, with collections at least three (3) days apart.
Section 7.2 – Hours of Collection	- Residential collection services may begin no earlier than 6:00 a.m. and must end by 6:00 p.m. - No collection is permitted on Sundays or holidays, unless authorized in writing by the City Manager in case of emergency.
Section 7.4 – Roll Cart Receptacles	Bulk Trash shall be collected providing that it does not exceed six (6) feet in length and not to exceed six (6) cubic yards for any piece or total volume of such materials.
Section 7.6 – Bulk Trash	The Contractor shall collect Bulk Trash from residents once per week.
<u>Commercial Collection Service</u> Section 8.1- Frequency of Collection	Commercial containers shall be collected frequently enough to prevent them from

	becoming overloaded or a health hazard. Collection shall begin no earlier than six o'clock (6:00) a.m. and shall cease no later than six o'clock (6:00) p.m.
Section 9 – Special Events	The Contractor shall provide at no charge to the City for all services, containers and equipment required for waste collection and disposal at four (4) special City functions or sponsored events deemed appropriate by the City Manager or his/her designee.
<u>Article III – Recycling</u> Section 13.1- Frequency of Collection	The Contractor shall collect <i>Recyclable Materials</i> within the City at least one (1) time per week. The day of collection shall be on the same day as one of the collection days for solid waste.
Section 13.2 – Hours of Collection	Collection shall begin no earlier than six o'clock (6:00) a.m. and shall cease no later than six o'clock (6:00) p.m.
Section 13.9 - Holidays	Contractor will not provide service on Thanksgiving or Christmas Day.
<u>Article IV (Vegetative Waste Collection)</u> Section 15.1- Frequency of Collection	The Contractor shall collect Vegetative Waste from residences within the City one (1) time per week. The day of collection shall be on the same day as the collection day for solid waste.
Section 15.2- Hours of Collection	Collection shall begin no earlier than 6:00 o'clock a.m. and shall cease not later than 6:00 o'clock p.m.

The Solid Waste and Recycle Collection Services Agreement is submitted to the City Council for its consideration and approval. Should you have any questions, please do not hesitate to contact the City Attorney's office.

DJD:mea
Enclosures