

# CITY OF WESTLAKE



## AGENDA

### City Council Regular Meeting

Tuesday, January 07, 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

Julian Martinez, Council Member – Seat 2

Charlotte Leonard, Council Member – Seat 3

### CITY STAFF:

Ken Cassel, City Manager

Zoie P. Burgess, CMC, City Clerk

Donald J. Doody, Esq., City Attorney

Nilsa Zacarias, AICP, Planning and Zoning Director

Suzanne Dombrowski, P.E., ENV SP, City Engineer

[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. Presentation: History of Westlake

**Presented By:** Tara Duhy, Esq. - Lewis Longman & Walker, PA

**CONSENT AGENDA**

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- [A.](#) Minutes\_City Council Regular Meeting - 12.10.2024 DRAFT
- [B.](#) Financial Report - October
- [C.](#) Financial Report - November

**PUBLIC HEARING**

- [A.](#) FIRST READING:** ORDINANCE 2025-01 – ENACTING A NEW CODE FOR THE CITY OF WESTLAKE, FLORIDA; PROVIDING THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED “CODE OF ORDINANCES OF THE CITY OF WESTLAKE, FLORIDA”

**Submitted By:** City Clerk's Office

**ORDINANCE 2025-01**

**AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.**

**NEW BUSINESS**

- A.** **RESOLUTION 2025-01** – Approving and authorizing the strategic planning proposal.

**Submitted By:** Administration

**RESOLUTION 2025-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE STRATEGIC PLANNING PROPOSAL FROM THE INTERNATIONAL INSTITUTE FOR LEADERSHIP DEVELOPMENT AND TRAINING FOR THE PURPOSE OF DEFINING THE CITY’S STRATEGIC PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

- B.** **RESOLUTION 2025-02** – Supporting the Procurement and Oversight of Consultants for the development of a Countywide Transportation Plan

**Submitted By:** Administration

**RESOLUTION NO. 2025-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, SUPPORTING THE PROCUREMENT AND OVERSIGHT OF CONSULTANTS FOR THE DEVELOPMENT OF A COUNTYWIDE TRANSPORTATION PLAN; SUPPORTING THE FORMATION OF A TECHNICAL ADVISORY COMMITTEE FOR THE SAME; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

- C.** **RESOLUTION 2025-03** - Authorizing the City Manager to Execute a Sponsorship Agreement with AT&T Mobility LLC

**Submitted By:** Administration

**RESOLUTION NO. 2025-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SPONSORSHIP AGREEMENT WITH AT&T MOBILITY LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**CITY COUNCIL COMMENTS**

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

**REPORT - STAFF**

**REPORT - CITY ATTORNEY**

**REPORT - CITY MANAGER**

**PUBLIC COMMENTS**

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**ADJOURNMENT**

Next Meeting (Subject to Change or be Cancelled): **February 4, 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:** Friday, December 27, 2024

**File Attachments for Item:**

A. Minutes\_City Council Regular Meeting - 12.10.2024 DRAFT

# CITY OF WESTLAKE



## MINUTES

### **City Council Regular Meeting**

Tuesday, December 10, 2024, at 6:00 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  
Julian Martinez, Council Member – Seat 2  
Charlotte Leonard, Council Member – Seat 3

### **CITY STAFF:**

Ken Cassel, City Manager  
Zoie P. Burgess, CMC, City Clerk  
Donald J. Doody, Esq., City Attorney  
Nilsa Zacarias, AICP, Planning and Zoning Director  
Suzanne Dombrowski, P.E., ENV SP, City Engineer

A regular meeting of the City Council of the City of Westlake was held on Tuesday, December 10, 2024, 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: 2869 328 7486  
Password: hello
2. Participants also dialed in using phone with the following number:  
United States Toll: +1-650-479-3208  
Meeting ID: 2869 328 7486

### **CALL TO ORDER**

Mayor O'Connor called the City of Westlake regular meeting hearing of Tuesday, December 10, 2024, to order at 6:00 PM.

### **ROLL CALL**

Present and constituting a quorum:

Councilman Gary Werner  
Councilman Julian Martinez  
Councilwoman Charlotte Leonard  
Vice Mayor Greg Langowski  
Mayor JohnPaul O'Connor

Also present:

Kenneth Cassel, City Manager  
Donald J. Doody, Esq., City Attorney  
Zoie Burgess, City Clerk  
Jennifer Hankins, Deputy City Clerk  
Osniel Leon, AICP, Principal Planner  
Suzanne Dombrowski, P.E, ENV SP, City Engineer

### **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.

Mr. Cassel requested to add two items to the agenda under New Business. Item C to secure the lobbyist firm of Lewis Longman & Walker Law.

Mr. Cassel also requested to add Item D as the implementation of the four-way stop at Town Center Parkway and the Cresswind entrance and lane modification at Water's Edge and Seminole Pratt Whitney.

Mayor O'Connor called for a motion to approve the additional Items C & D for New Business.

Motion by Councilman Werner to approve the additional Items C & D to New Business, seconded by Councilman Martinez.

**UPON ROLL CALL:**

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

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

Mayor O'Connor called for a motion to approve the new agenda as amended.

Motion by Councilman Martinez to approve the agenda as amended, seconded by Councilwoman Leonard.

**UPON ROLL CALL:**

Councilman Martinez	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 COMMENTS**

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Public Comment – Mr. Bobby Farber - 4829 Saint Armands Way – Mr. Farber discussed lights being out downtown Center Parkway North and thanked Ken for fixing the marquee. He continued to discuss the roundabout and Winn-Dixie with no lights.

Public Comment – Ms. Kim Lanza - 4829 Saint Armands Way – Ms. Lanza thanked all the Council for her appointment to the Art Advisory Board.

Public Comment – Ms. Lisa Johnson – 17856 89<sup>th</sup> PI N, Loxahatchee – Ms. Johnson stated she wasn't a resident but wanted to share her thoughts about the big box stores she has heard will be coming to Westlake.

Public Comment – Mr. William Derks – 20500 Simone Drive – Mr. Derks commented about the plans for the big box store and traffic. He stated that a traffic study will need to be completed.

Public Comment – Ms. Marcia Hayden - 11180 Cobblefield Road – Mr. Hayden stated she is the president of Alpha Kappa Alpha Sorority and their focus is contributing to numerous programs and volunteer programs of those in need.



**PRESENTATIONS/PROCLAMATIONS**

A. Presentation of 5k Funds to Golden Grove Elementary

Mayor O'Connor introduced the presentation of the 5K funds to be given to Principal Edgecomb of the Golden Grove Elementary school.

Councilman Martinez presented Principal Linda Edgecomb a check in the amount of \$2,014.02 on behalf of the Golden Grove Elementary School.

B. Florida League of Cities Certificate acknowledgement to Vice Mayor Greg Langowski - Completion of the Institute for Elected Municipal Officials II Program

Mayor O'Connor identified the Institute for Elected Municipal Officials II Certificate acknowledgement to Vice Mayor Greg Langowski sponsored by the Florida League of Cities and read item into record.

**CONSENT AGENDA**

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A. Minutes\_City Council Regular Meeting - 11.01.2024 DRAFT

Mayor O'Connor identified the consent agenda items and called for a motion to approve.

Motion by Councilman Werner to approve the consent agenda consisting of minutes of the Council meeting of 11.01.2024, seconded by Councilwoman Leonard.

**UPON ROLL CALL:**

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

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

**PUBLIC HEARING - QUASI JUDICIAL**

A. **RESOLUTION 2024-25** - A Resolution for the Plat of Persimmon Boulevard East – Plat 6

**Submitted By:** Engineering

**RESOLUTION 2024-25**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE PLAT OF PERSIMMON BOULEVARD EAST – PLAT 6, BEING A PORTION OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AND SECTION 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Mayor O'Connor introduced item and asked for Mr. Doody to swear in witnesses.

Mr. Doody swore in all witnesses who would be providing testimony.

Mr. Doody read the Resolution, by title only, into the record.

Mayor O'Connor asked for members to disclose any ex-parte communications. Members stated no. Mayor O'Connor called for presentations.

Applicant presentation, presented by Donaldson Hearing of Cotleur & Hearing on behalf of Minto PBLH LLC. Mr. Hearing presented details on the Persimmon Blvd Phase 6.

Mr. Hearing and the Council continued discussing Resolution 2024-25.

Mayor O'Connor opened for public comments, there being none, Mayor O'Connor called for Council comments.

Mayor O'Connor called for a motion.

Motion by Councilman Martinez to adopt Resolution 2024-25, seconded by Councilman Werner.

**UPON ROLL CALL:**

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

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

**B. RESOLUTION 2024-26 - A Resolution for the Plat of Town Center Parkway North – West**

**Submitted By:** Engineering

**RESOLUTION 2024-26**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE PLAT OF TOWN CENTER PARKWAY NORTH – WEST, BEING A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Mayor O'Connor introduced item and asked for Mr. Doody to swear in witnesses.

Mr. Doody swore in all witnesses who would be providing testimony.

Mr. Doody read the Resolution, by title only, into the record.

Mayor O'Connor asked for members to disclose any ex-parte communications. Members stated no. Mayor O'Connor called for presentations.

Applicant presentation, presented by Donaldson Hearing of Cotleur & Hearing on behalf of Minto PBLH LLC. Mr. Hearing presented details on the Plat of Town Center Parkway North-West and presented PowerPoint.

Mr. Hearing and the Council continued discussing Resolution 2024-26.

Mayor O'Connor opened for public comments, there being none, Mayor O'Connor called for Council comments.

Mayor O'Connor called for a motion.

Motion by Councilman Werner to approve Resolution 2024-26 as recommended, seconded by Councilwoman Leonard.

**UPON ROLL CALL:**

Mayor O'Connor	YES
Councilman Werner	YES
Councilman Martinez	YES

Councilwoman Leonard YES  
Vice Mayor Langowski YES

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

- C. SPM-2024-04:** The applicant is requesting a Site Plan Modification approval to modify the Grove Market shopping plaza in the Mixed-Use (MU) Zoning District. The applicant is proposing to modify the building façade to accommodate a new 28,594 sq.ft. grocery store (Aldi) and two (2) unspecified future retail tenants occupying 16,905 sq.ft. and 6,646 sq.ft. The new tenants will occupy the previous 52,145 sq.ft. grocery store tenant space (Win Dixie) situated on a 9.98-acre site at the northeast corner of the intersection of Seminole Pratt Whitney Road and Persimmon Boulevard East.

**Submitted By:** Planning and Zoning

Mayor O'Connor introduced the item and asked Mr. Doody to swear in witnesses.

Mr. Doody swore in all witnesses who would be providing testimony.

Mayor O'Connor asked for members to disclose any ex-parte communications. Mayor O'Connor stated he may have had communication. The remaining Council had no communication.

Mayor O'Connor called for presentations.

Mr. Leon presented staff presentation.

Applicant presentation - Ms. Tracy Clotfelter and Mr. Eric Perriello - 2600 Mailand Blvd, Maitland, Florida.

Condition of Approval:

1. The Applicant shall remove all existing shopping cart corrals from the parking lot prior to the issuance of the Certificate of Occupancy (CO).

Council, Planning & Zoning, and the applicants had an open discussion concerning parking, shopping carts, the plaza, and potential tenants.

Mayor O'Connor opened public hearing for public comments.

Public Comment – Ms. Jackie Campbell- 15938 Key Biscayne Lane – Ms. Campbell stated that Aldi's on Southern no longer uses the quarters for the shopping carts and now the carts are all over the parking lot.

Mayor O'Connor called for Council comments.

There being no further comments, Mayor O'Connor called for a motion.

Motion by Councilman Martinez to approve Site Plan Modification SPM-2024-04 accepting staff's recommendation for conditions, seconded by Councilman Werner.

**UPON ROLL CALL:**

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

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

- D. MSP-2024-02:** The applicant is requesting a Master Sign Plan modification approval of the Grove Market shopping plaza in the Mixed-Use Zoning District. A new tenant (Aldi grocery store) will occupy the previous tenant space (Win Dixie) and propose a new wall sign. The development is situated o

9.98-acre site at the northeast corner of the intersection of Seminole Pratt Whitney Road and Persimmon Boulevard East. The subject application includes two (2) waiver requests.

**Submitted By:** Planning and Zoning

Mayor O'Connor introduced item and asked for Mr. Doody to swear in witnesses.

Mr. Doody swore in all witnesses who would be providing testimony.

Mayor O'Connor asked for members to disclose any ex-parte communications and there were none.

Mayor O'Connor called for presentations.

Planning & Zoning PowerPoint presented by Osniel Leon.

The Council, Planning & Zoning, and the applicants had an open discussion concerning the height of the sign, the wall sign and color of store front background.

Applicant Presentation – Mr. Mark Brenchley – 3790 Beacon Ridge Way – Mr. Brenchley came as a representative of the four LLCs: the owners of the property. Mr. Brenchley is a private planning consultant.

Mr. Brenchley discussed the two waivers.

Waivers:

1. Wall Sign for Principal Tenant: To allow 168.70 sq ft from the maximum allowed of 90 sq ft.
2. Wall Sign for Principal Tenant: To allow 41 7/16 inches letters from the maximum allowed of 36 inches in height.

The Council, Planning & Zoning, and the applicants had an open discussion concerning the Master Sign Plan Modification.

Mayor O'Connor called for Council comments, there being none, Mayor O'Connor called for a motion.

Motion by Councilman Werner to approve MSP-2024-02 as recommended by staff including the two waivers, seconded by Councilwoman Leonard.

**UPON ROLL CALL:**

Councilman Martinez	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).

**NEW BUSINESS**

- A. RESOLUTION 2024-24** - Approving and Authorizing the City Manager to Execute an Engagement Letter with Berger, Toombs, Elam, Gaines & Frank for Auditing Services FY ended September 30, 2024.

**Submitted By:** Administration/City Clerk's Office

**RESOLUTION NO. 2024-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENGAGEMENT LETTER WITH BERGER, TOOMBS, ELAM, GAINES, AND FRANK FOR PROFESSIONAL AUDIT SERVICE**

**PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Mayor O'Connor introduced the item. Mayor O'Connor asked for comments from the City Manager Mr. Kenneth Cassel.

Mr. Cassel stated the current auditing firm is proposing for the next year that funds do not exceed \$7,775.

Mayor O'Connor called for a motion.

Mr. Doody read the Resolution, by title only, into the record.

Motion by Councilman Werner to approve Resolution 2024-24, seconded by Councilman Martinez.

**UPON ROLL CALL:**

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

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

**B. Fiscal Year 2023 Audited Financial Report**

**Submitted By:** Finance

Mayor O'Connor introduced the item. Mayor O'Connor asked for comments from the City Manager Mr. Kenneth Cassel.

Mr. Cassel explained that this is the audited financial report which is provided every year by the external auditor. Mr. Cassel explained there was one minor finding regarding the travel expenditures.

Mayor O'Connor called for Council discussions, there being none, Mayor O'Connor called for a motion to accept.

Motion by Councilwoman Leonard to accept Fiscal Year 2023 Audited Financial Report, seconded by Vice Mayor Langowski.

**UPON ROLL CALL:**

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

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

**C. Discussion on Hiring the Lobbyist – Approved Amended Item**

**Submitted By:** City Manager

Mayor O'Connor asked for comments from the City Manager.

Mr. Cassel explained the need for legislative representation to acquire appropriations and the need to have a lobbyist on board to assist, that is in Tallahassee pushing our position on a continuous basis, will help prepare us for the next year.

Mayor O'Connor called for Council discussions.

Mr. Cassel stated the amount was \$48,000.00 and the amount budgeted was \$60,000 or \$70,000.

The Council and Mr. Cassel continued to discuss the item in detail.

Mayor O'Connor called for a motion.

Motion by Councilman Werner to approve the lobbyist firm Lewis, Longman & Walker, seconded by Councilman Martinez.

**UPON ROLL CALL:**

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

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

D. Implementation of the Four-Way Stop

**Submitted By:** City Manager

Mayor O'Connor asked for comments from the City Manager.

Mr. Cassel stated he received the report from the traffic engineer stating they had potentially met two of the four warrants for the four-way stop and the appropriation at Town Center Parkway and Cresswind.

Mr. Cassel stated to proceed; Council will need to appropriate funds for work to be done not to exceed \$20,000.00

The Council and Mr. Cassel proceeded with discussion of stop signs, striping for stop bars, signs for stopping ahead, flashing solar power lights, candles for narrowing the lane, legal concerns, and traffic circles.

Mr. Doody cautioned the Council about entertaining similar requests as the city does not own or control any traffic patterns, roadways, streets, or avenues in the city and that there is no traffic study. Mr. Doody respectfully cautioned the Council that stating there is a dangerous condition, is not the right of the mayor and is not the position of the City.

Mayor O'Connor called for a motion.

Motion by Councilman Werner to approve the four-way stops, skip lines, and any other improvements that were presented by staff along with a request to SID for participation of the funds in next year's budget, seconded by Vice Mayor Langowski.

**UPON ROLL CALL:**

Councilman Werner	YES
Councilman Martinez	YES
Councilwoman Leonard	YES
Vice Mayor Langowski	YES

Mayor O'Connor YES

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

### **CITY COUNCIL COMMENTS**

- A. Councilwoman Charlotte Leonard – Wished everyone a Merry Christmas and a Happy New Year.
- B. Councilman Julian Martinez – Discussed the traffic talk and asked if the Council is willing to consider exploring our Code for distance between large box stores because of potential negative impacts of aesthetics, traffic, and overcrowding in the city. He is looking for consensus between Council members for us to research other municipalities and have study done on the matter. Councilman Martinez continued by stating January 25<sup>th</sup> is the 5k race and everyone is signing up and he is excited.
- C. Councilman Gary Werner – Reported he attended the National League of Cities (NLC) Conference and there were 4,000 representatives across the country. He also attended the Florida League of Cities (FLC) and enjoyed learning from both. He was appointed to the Education and Training Committee of the Florida League. Councilman Werner wished everyone a Merry Christmas and a Happy New Year.
- D. Vice Mayor Greg Langowski – Discussed the upcoming Education Advisory meeting on January 16<sup>th</sup> and passed out bullet points and brainstorming that were discussed at the Education Advisory Board meeting in October just to explain what they are doing. Vice Mayor Langowski stated he was elected to the National League of City's Board of Directors to represent.
- E. Mayor JohnPaul O'Connor – Discussed the National League of Cities (NLC) and the Florida League of Cities (FLC) conference. He expressed that the City of Westlake now has a Councilman a member of the National League, the Florida League, and an officer of the Palm Beach County League. He continued, discussing the recent holiday popup market.

### **REPORT – STAFF**

District Chief Adams provided the Palm Beach County Fire Rescue quarterly report.

Lieutenant Sowers of the Palm Beach County Sheriff's Office provided the monthly report.

### **REPORT - CITY ATTORNEY**

Mr. Doody wished all a Happy Holiday.

### **REPORT - CITY MANAGER**

Mr. Cassel discussed with Councilman Martinez more about his comment regarding large box stores and mentioned he would secure someone to do a study for the impacts of that request.

Mr. Cassel discussed the Ride on Demand program.

### **PUBLIC COMMENTS**

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*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.*

Public Comment – Ms. Jackie Campbell- 15938 Key Biscayne Lane – Ms. Campbell discussed the noise ordinance as it relates to decibels and asked if it can be adjusted. Ms. Campbell mentioned the changing of Council meetings.

Public Comment – Ms. Iris Lopez – 5585 Liberty Lane – Ms. Lopez addressed her concern of having a Walmart in her neighborhood.

Public Comment – Mr. Orlando Echevarria – 5211 Liberty Lane - Mr. Echevarria expressed the pergola he has put up in his home and he must move the easement.

Public Comment – Ms. Annie Rodriguez Tapiero – 5991 Whippoorwill Circle – Ms. Tapiero discussed her confusion and concerns about Walmart.

Public Comment – Mr. Bobby Farber - 4829 Saint Armands Way – Mr. Farber discussed the need for transportation and future signage.

Public Comment – Ms. Fae Smith – 16062 Whippoorwill Circle – Ms. Smith expressed her concern with her investment in her home and the land being used for a Walmart.

**ADJOURNMENT**

There being no further business, Mayor O'Connor adjourned the meeting at 8:09 PM.

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Zoie P. Burgess, City Clerk

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JohnPaul O'Connor, Mayor



**File Attachments for Item:**

B. Financial Report - October



## MEMORANDUM

**TO: Members of the City Council, City of Westlake**  
**FROM: Steven Fowler, Accountant**  
**CC: Ken Cassel, City Manager**  
**DATE: November 18, 2024**  
**SUBJECT: October Financial Report**

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Please find attached the October 2024 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the year-to-date budget and for expenditures to be at or below the year-to-date budget. An overview of the City's funds is provided below. Should you have any questions or require additional information, please contact me at [Steven.Fowler@inframark.com](mailto:Steven.Fowler@inframark.com).

### **General Fund**

- Total Revenues for October were approximately 1% of the annual budget. No FY2025 Ad Valorem Tax or Special Assessments were collected.
- Total Expenditures and Contingency for October were approximately 7% of the annual budget.

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

- Total Revenues for October were approximately 29% 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 for October were approximately 5% of the annual budget.
- Total Expenditures for October were approximately 7% of the annual budget.

# City of Westlake

## Financial Report

*October 31, 2024*



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**City of Westlake**

**Financial Statements**

**October 31, 2024**

**Balance Sheet**  
October 31, 2024

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS	TOTAL
<b>ASSETS</b>				
<b>Current Assets</b>				
Cash - Checking Account	\$ 2,098,075	\$ -	\$ -	\$ 2,098,075
Cash Restricted for Donated Funds	82,755	-	-	82,755
Taxes Receivable	43,251	-	-	43,251
Assessments Receivable	40,201	-	-	40,201
Due From Other Gov'tl Units	2,960	-	-	2,960
Due From Other Funds	443,495	-	-	443,495
Investments:				
Money Market Account	4,343,663	4,972,799	-	9,316,462
Deposits	666	-	-	666
<b>Total Current Assets</b>	<b>7,055,066</b>	<b>4,972,799</b>	<b>-</b>	<b>12,027,865</b>
<b>Noncurrent Assets</b>				
Mortgages Receivable	-	496,948	-	496,948
<b>Total Noncurrent Assets</b>	<b>-</b>	<b>496,948</b>	<b>-</b>	<b>496,948</b>
<b>TOTAL ASSETS</b>	<b>\$ 7,055,066</b>	<b>\$ 5,469,747</b>	<b>\$ -</b>	<b>\$ 12,524,813</b>
<b>LIABILITIES</b>				
<b>Current Liabilities</b>				
Accounts Payable	\$ 106,066	\$ -	\$ 48,834	\$ 154,900
Accrued Expenses	115,691	-	30,700	146,391
DBPR surcharge	2,044	-	-	2,044
DCA surcharge	2,977	-	-	2,977
Impact Fees	371,686	-	-	371,686
Unearned Revenue	250,506	-	-	250,506
Due To Other Districts	3,364	-	-	3,364
Due To Other Gov'tl Units	14,873	-	-	14,873
Accrued Taxes Payable	1,662	-	-	1,662
Deferred Revenue-Developer Submittals (Minto)	-	-	59,133	59,133
Donations-Art in Public Places	82,755	-	-	82,755
Due To Other Funds	-	-	443,495	443,495
<b>Total Current Liabilities</b>	<b>951,624</b>	<b>-</b>	<b>582,162</b>	<b>1,533,786</b>
<b>Long-Term Liabilities</b>				
Deferred Inflow of Resources	40,201	-	-	40,201
<b>Total Long-Term Liabilities</b>	<b>40,201</b>	<b>-</b>	<b>-</b>	<b>40,201</b>
<b>TOTAL LIABILITIES</b>	<b>991,825</b>	<b>-</b>	<b>582,162</b>	<b>1,573,987</b>

**Balance Sheet**  
October 31, 2024

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS	TOTAL
<b><u>FUND BALANCES</u></b>				
<b>Nonspendable:</b>				
Deposits	666	-	-	666
<b>Restricted for:</b>				
Special Revenue	-	5,469,747	-	5,469,747
<b>Unassigned:</b>	6,062,575	-	(582,162)	5,480,413
<b>TOTAL FUND BALANCES</b>	<b>\$ 6,063,241</b>	<b>\$ 5,469,747</b>	<b>\$ (582,162)</b>	<b>\$ 10,950,826</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 7,055,066</b>	<b>\$ 5,469,747</b>	<b>\$ -</b>	<b>\$ 12,524,813</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ -	\$ 18,046	\$ 18,046
Ad Valorem Taxes	6,058,611	-	-	-
Ad Valorem Taxes - Discounts	(242,300)	-	-	-
FPL Franchise	456,400	38,037	44,035	5,998
Gas	68,200	5,687	-	(5,687)
Solid Waste	32,000	2,663	418	(2,245)
Electricity	559,000	46,587	-	(46,587)
Water	187,400	15,613	-	(15,613)
Gas	126,200	10,513	-	(10,513)
Communication Services Taxes	159,800	13,313	13,919	606
Occupational Licenses	27,300	2,275	13,090	10,815
Building Permits - Admin Fee	85,600	7,137	7,671	534
State Revenue Sharing Proceeds	70,100	5,838	5,817	(21)
Alcoholic Beverage License	1,100	-	-	-
Other Public Safety Chrgs/Fees	6,500	538	900	362
Garbage/Solid Waste Revenue	233,400	19,450	1,457	(17,993)
Penalties	-	-	82	82
Other Operating Revenues	12,800	3,200	830	(2,370)
Special Events	-	-	2,650	2,650
Event Sponsors	-	-	5,400	5,400
Judgements and Fines	-	-	939	939
Special Assmnts- Tax Collector	802,900	-	-	-
Special Assmnts- Discounts	(32,100)	-	-	-
Lien Search Fee	10,000	837	1,758	921
<b>TOTAL REVENUES</b>	<b>8,622,911</b>	<b>171,688</b>	<b>117,012</b>	<b>(54,676)</b>



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>EXPENDITURES</u></b>				
<b><u>Legislative</u></b>				
Mayor/Council Stipend	60,000	5,000	5,000	-
FICA Taxes	4,600	383	383	-
ProfServ-Legislative Expense	75,000	6,250	-	6,250
Telephone, Cable & Internet Service	5,300	442	394	48
Lease - Building	9,100	758	2,500	(1,742)
Public Officials Insurance	5,500	5,500	4,557	943
Misc-Event Expense	274,400	-	-	-
Council Expenses	78,400	6,533	1,026	5,507
Dues, Licenses, Subscriptions	3,800	2,138	4,259	(2,121)
<b>Total Legislative</b>	<b>516,100</b>	<b>27,004</b>	<b>18,119</b>	<b>8,885</b>
<b><u>City Manager</u></b>				
Contracts-City Manager	249,800	20,817	20,817	-
Misc-Public Relations	50,000	4,167	2,500	1,667
Office Supplies	12,700	1,058	34	1,024
Dues, Licenses, Subscriptions	2,700	903	-	903
<b>Total City Manager</b>	<b>315,200</b>	<b>26,945</b>	<b>23,351</b>	<b>3,594</b>
<b><u>City Clerk</u></b>				
ProfServ-Web Site Maintenance	8,300	692	508	184
Contracts-City Clerk	233,300	19,442	19,442	-
Printing	15,500	1,292	-	1,292
Legal Advertising	17,500	1,458	1,896	(438)
Miscellaneous Expenses	6,000	500	-	500
Office Supplies	2,900	242	-	242
Dues, Licenses, Subscriptions	26,100	8,737	2,595	6,142
<b>Total City Clerk</b>	<b>309,600</b>	<b>32,363</b>	<b>24,441</b>	<b>7,922</b>
<b><u>Finance</u></b>				
Auditing Services	7,800	-	-	-
Contracts-Finance	104,400	8,700	8,700	-
<b>Total Finance</b>	<b>112,200</b>	<b>8,700</b>	<b>8,700</b>	<b>-</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Legal Counsel</u></b>				
ProfServ-Legal Services	120,000	10,000	2,923	7,077
<b>Total Legal Counsel</b>	<b>120,000</b>	<b>10,000</b>	<b>2,923</b>	<b>7,077</b>
<b><u>Other Administrative Services</u></b>				
ProfServ-Info Technology	76,600	6,383	6,073	310
Contracts-Admin. Service	441,100	36,758	36,758	-
Misc-Assessment Collection Cost	8,000	-	-	-
General Government	150,000	12,500	-	12,500
<b>Total Other Administrative Services</b>	<b>675,700</b>	<b>55,641</b>	<b>42,831</b>	<b>12,810</b>
<b><u>Facility Services</u></b>				
Telephone, Cable & Internet Service	9,200	767	872	(105)
Lease - Copier	12,900	1,075	1,075	-
Lease - Building	25,000	2,083	-	2,083
Insurance (Liab,Auto,Property)	13,200	13,200	9,048	4,152
Miscellaneous Services	1,700	142	-	142
Cleaning Services	13,300	1,108	1,100	8
Principal-Capital Lease	19,100	1,592	1,861	(269)
Interest-Capital Lease	2,100	175	346	(171)
<b>Total Facility Services</b>	<b>96,500</b>	<b>20,142</b>	<b>14,302</b>	<b>5,840</b>
<b><u>Community Services</u></b>				
Contracts-Solid Waste	1,212,000	101,000	101,000	-
Contracts-Sheriff	1,066,600	88,883	88,884	(1)
Electricity	132,300	11,025	10,727	298
R&M-Community Maintenance	30,100	2,508	2,508	-
Operating Supplies	57,300	-	-	-
Roadway Services	6,800	-	-	-
<b>Total Community Services</b>	<b>2,505,100</b>	<b>203,416</b>	<b>203,119</b>	<b>297</b>
<b><u>Capital Expenditures &amp; Projects</u></b>				
Capital Improvements	50,000	10,000	-	10,000
<b>Total Capital Expenditures &amp; Projects</b>	<b>50,000</b>	<b>10,000</b>	<b>-</b>	<b>10,000</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Reserves</u></b>				
Misc-Contingency	232,500	19,375	214	19,161
1st Quarter Operating Reserves	1,220,700	101,725	-	101,725
Reserve - Capital Projects	1,500,000	125,000	-	125,000
<b>Total Reserves</b>	<u>2,953,200</u>	<u>246,100</u>	<u>214</u>	<u>245,886</u>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>				
	<b>7,653,600</b>	<b>640,311</b>	<b>338,000</b>	<b>302,311</b>
Excess (deficiency) of revenues				
Over (under) expenditures	969,311	(468,623)	(220,988)	247,635
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	969,311	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>969,311</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ 969,311	\$ (468,623)	\$ (220,988)	\$ 247,635
<b>FUND BALANCE, BEGINNING (OCT 1, 2024)</b>	<b>6,284,229</b>	<b>6,284,229</b>	<b>6,284,229</b>	
<b>FUND BALANCE, ENDING</b>	<u><b>\$ 7,253,540</b></u>	<u><b>\$ 5,815,606</b></u>	<u><b>\$ 6,063,241</b></u>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ -	\$ 6,986	\$ 6,986
Dividends	-	-	12,289	12,289
Donations	300,000	25,000	67,500	42,500
<b>TOTAL REVENUES</b>	<b>300,000</b>	<b>25,000</b>	<b>86,775</b>	<b>61,775</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Public Assistance</u></b>				
Misc-Admin Fee (%)	21,000	1,750	-	1,750
Assistance Program	279,000	23,250	-	23,250
<b>Total Public Assistance</b>	<b>300,000</b>	<b>25,000</b>	<b>-</b>	<b>25,000</b>
<b>TOTAL EXPENDITURES</b>	<b>300,000</b>	<b>25,000</b>	<b>-</b>	<b>25,000</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	86,775	86,775
Net change in fund balance	\$ -	\$ -	\$ 86,775	\$ 86,775
<b>FUND BALANCE, BEGINNING (OCT 1, 2024)</b>	<b>5,382,972</b>	<b>5,382,972</b>	<b>5,382,972</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 5,382,972</b>	<b>\$ 5,382,972</b>	<b>\$ 5,469,747</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Building Permits	\$ 1,966,300	\$ 163,862	\$ 117,580	\$ (46,282)
Reinspection Fees	-	-	50	50
Building Permits - Surcharge	7,600	637	492	(145)
Other Building Permit Fees	30,000	2,500	6,750	4,250
Building Permits - Admin Fee	129,700	10,812	10,851	39
Engineering Permits	300,600	25,050	875	(24,175)
Planning & Zoning Permits	307,700	25,638	5,267	(20,371)
<b>TOTAL REVENUES</b>	<b>2,741,900</b>	<b>228,499</b>	<b>141,865</b>	<b>(86,634)</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Comprehensive Planning</u></b>				
ProfServ-Engineering	300,600	25,050	25,090	(40)
ProfServ-Info Technology	290,200	24,183	16,217	7,966
ProfServ-Legal Services	62,700	5,225	900	4,325
ProfServ-Planning/Zoning Board	307,700	25,642	30,303	(4,661)
ProfServ-Compliance Service	186,500	15,542	10,080	5,462
ProfServ-Building Permits	1,431,900	119,325	109,573	9,752
Special Magistrate	30,000	2,500	-	2,500
Telephone, Cable & Internet Service	7,000	583	836	(253)
Lease - Copier	3,100	258	257	1
Lease - Building	24,000	2,000	-	2,000
Printing	1,000	250	-	250
Miscellaneous Services	1,300	108	-	108
Misc-Admin Fee (%)	32,700	2,725	2,725	-
Billing Service Fees	42,800	3,567	3,840	(273)
Office Supplies	2,100	175	115	60
Cleaning Services	13,000	1,083	1,100	(17)
Principal-Capital Lease	4,800	400	-	400
Interest-Capital Lease	500	50	-	50
<b>Total Comprehensive Planning</b>	<b>2,741,900</b>	<b>228,666</b>	<b>201,036</b>	<b>27,630</b>
<b>TOTAL EXPENDITURES</b>	<b>2,741,900</b>	<b>228,666</b>	<b>201,036</b>	<b>27,630</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
 For the Period Ending October 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues				
Over (under) expenditures	-	(167)	(59,171)	(59,004)
Net change in fund balance	\$ -	\$ (167)	\$ (59,171)	\$ (59,004)
<b>FUND BALANCE, BEGINNING (OCT 1, 2024)</b>	<b>(522,991)</b>	<b>(522,993)</b>	<b>(522,991)</b>	
<b>FUND BALANCE, ENDING</b>	<b><u>\$ (522,991)</u></b>	<b><u>\$ (523,160)</u></b>	<b><u>\$ (582,162)</u></b>	

# **City of Westlake**

## **Supporting Schedules**

**October 31, 2024**

Cash and Investment Report

October 31, 2024

**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	\$2,098,075
Money Market	BankUnited	MMA	4.75%	\$4,426,418
		<b>Subtotal</b>		<b>\$6,524,493</b>

**SPECIAL REVENUE FUND**

Money Market	BankUnited	MMA	4.75%	\$1,765,248
Government Checking	Valley Bank	Checking Account	4.85%	\$67,850
Brokerage Account	Valley Bank	Government Fund Class A	4.71%	\$3,139,701
		<b>Subtotal</b>		<b>\$4,972,799</b>
		<b>Total</b>		<b>\$11,497,291</b>



**File Attachments for Item:**

C. Financial Report - November



## MEMORANDUM

**TO: Members of the City Council, City of Westlake**  
**FROM: Steven Fowler, Accountant**  
**CC: Ken Cassel, City Manager**  
**DATE: December 17, 2024**  
**SUBJECT: November Financial Report**

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Please find attached the November 2024 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the year-to-date budget and for expenditures to be at or below the year-to-date budget. An overview of the City's funds is provided below. Should you have any questions or require additional information, please contact me at [Steven.Fowler@inframark.com](mailto:Steven.Fowler@inframark.com).

### **General Fund**

- Total Revenues through November were approximately 8% of the annual budget. Collections of the FY2025 Ad Valorem Tax and Special Assessments were approximately 6% and 7%, respectively.
- Total Expenditures and Contingency through November were approximately 13% of the annual budget.

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

- Total Revenues through November were approximately 55% 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 November were approximately 9% of the annual budget.
- Total Expenditures through November were approximately 15% of the annual budget.

# City of Westlake

## Financial Report

*November 30, 2024*



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**City of Westlake**

**Financial Statements**

**November 30, 2024**

**Balance Sheet**  
November 30, 2024

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS	TOTAL
<b>ASSETS</b>				
<b>Current Assets</b>				
Cash - Checking Account	\$ 2,733,482	\$ -	\$ -	\$ 2,733,482
Cash Restricted for Donated Funds	82,755	-	-	82,755
Taxes Receivable	24,609	-	-	24,609
Assessments Receivable	39,948	-	-	39,948
Due From Other Funds	382,398	-	-	382,398
Investments:				
Money Market Account	3,535,394	5,023,654	-	8,559,048
Deposits	666	-	-	666
<b>Total Current Assets</b>	<b>6,799,252</b>	<b>5,023,654</b>	<b>-</b>	<b>11,822,906</b>
<b>Noncurrent Assets</b>				
Mortgages Receivable	-	523,339	-	523,339
<b>Total Noncurrent Assets</b>	<b>-</b>	<b>523,339</b>	<b>-</b>	<b>523,339</b>
<b>TOTAL ASSETS</b>	<b>\$ 6,799,252</b>	<b>\$ 5,546,993</b>	<b>\$ -</b>	<b>\$ 12,346,245</b>
<b>LIABILITIES</b>				
<b>Current Liabilities</b>				
Accounts Payable	\$ 118,287	\$ -	\$ 187,124	\$ 305,411
Accrued Expenses	114,800	-	29,600	144,400
DBPR surcharge	3,810	-	-	3,810
DCA surcharge	5,579	-	-	5,579
Impact Fees	311,106	-	-	311,106
Unearned Revenue	311,792	-	-	311,792
Due To Other Districts	1,371	-	-	1,371
Due To Other Gov'tl Units	16,718	-	-	16,718
Deferred Revenue-Developer Submittals (Minto)	-	-	59,133	59,133
Donations-Art in Public Places	82,755	-	-	82,755
Due To Other Funds	-	-	382,398	382,398
<b>Total Current Liabilities</b>	<b>966,218</b>	<b>-</b>	<b>658,255</b>	<b>1,624,473</b>
<b>Long-Term Liabilities</b>				
Deferred Inflow of Resources	39,948	-	-	39,948
<b>Total Long-Term Liabilities</b>	<b>39,948</b>	<b>-</b>	<b>-</b>	<b>39,948</b>
<b>TOTAL LIABILITIES</b>	<b>1,006,166</b>	<b>-</b>	<b>658,255</b>	<b>1,664,421</b>

**Balance Sheet**  
November 30, 2024

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS	TOTAL
<b>FUND BALANCES</b>				
<b>Nonspendable:</b>				
Deposits	666	-	-	666
<b>Restricted for:</b>				
Special Revenue	-	5,546,993	-	5,546,993
<b>Unassigned:</b>	5,792,420	-	(658,255)	5,134,165
<b>TOTAL FUND BALANCES</b>	<b>\$ 5,793,086</b>	<b>\$ 5,546,993</b>	<b>\$ (658,255)</b>	<b>\$ 10,681,824</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 6,799,252</b>	<b>\$ 5,546,993</b>	<b>\$ -</b>	<b>\$ 12,346,245</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ -	\$ 33,303	\$ 33,303
Ad Valorem Taxes	6,058,611	442,480	343,558	(98,922)
Ad Valorem Taxes - Discounts	(242,300)	(17,696)	(14,205)	3,491
FPL Franchise	456,400	76,070	89,157	13,087
Gas	68,200	11,370	-	(11,370)
Solid Waste	32,000	5,330	3,721	(1,609)
Electricity	559,000	93,170	54,231	(38,939)
Water	187,400	31,230	-	(31,230)
Gas	126,200	21,030	11,196	(9,834)
Communication Services Taxes	159,800	26,630	27,837	1,207
Occupational Licenses	27,300	4,550	14,357	9,807
Building Permits - Admin Fee	85,600	14,270	14,526	256
State Revenue Sharing Proceeds	70,100	11,680	11,635	(45)
Alcoholic Beverage License	1,100	-	-	-
Other Public Safety Chrgs/Fees	6,500	1,080	1,969	889
Garbage/Solid Waste Revenue	233,400	38,900	29,708	(9,192)
Penalties	-	-	82	82
Other Operating Revenues	12,800	3,200	1,757	(1,443)
Special Events	-	-	5,300	5,300
Event Sponsors	-	-	5,400	5,400
Judgements and Fines	-	-	1,507	1,507
Special Assmnts- Tax Collector	802,900	29,940	55,206	25,266
Special Assmnts- Discounts	(32,100)	(1,197)	(2,299)	(1,102)
Lien Search Fee	10,000	1,670	2,708	1,038
<b>TOTAL REVENUES</b>	<b>8,622,911</b>	<b>793,707</b>	<b>690,654</b>	<b>(103,053)</b>



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>EXPENDITURES</u></b>				
<b><u>Legislative</u></b>				
Mayor/Council Stipend	60,000	10,000	10,000	-
FICA Taxes	4,600	767	765	2
ProfServ-Legislative Expense	75,000	12,500	-	12,500
Telephone, Cable & Internet Service	5,300	883	789	94
Lease - Building	9,100	1,517	2,500	(983)
Public Officials Insurance	5,500	5,500	4,557	943
Misc-Event Expense	274,400	-	6,415	(6,415)
Council Expenses	78,400	13,067	5,274	7,793
Dues, Licenses, Subscriptions	3,800	2,138	4,259	(2,121)
<b>Total Legislative</b>	<b>516,100</b>	<b>46,372</b>	<b>34,559</b>	<b>11,813</b>
<b><u>City Manager</u></b>				
Contracts-City Manager	249,800	41,633	41,633	-
Misc-Public Relations	50,000	8,333	6,548	1,785
Office Supplies	12,700	2,117	854	1,263
Dues, Licenses, Subscriptions	2,700	1,306	-	1,306
<b>Total City Manager</b>	<b>315,200</b>	<b>53,389</b>	<b>49,035</b>	<b>4,354</b>
<b><u>City Clerk</u></b>				
ProfServ-Web Site Maintenance	8,300	1,383	1,017	366
Contracts-City Clerk	233,300	38,883	38,050	833
Postage and Freight	-	-	27	(27)
Printing	15,500	2,583	-	2,583
Legal Advertising	17,500	2,917	5,366	(2,449)
Miscellaneous Expenses	6,000	1,000	-	1,000
Office Supplies	2,900	483	-	483
Dues, Licenses, Subscriptions	26,100	12,203	3,854	8,349
<b>Total City Clerk</b>	<b>309,600</b>	<b>59,452</b>	<b>48,314</b>	<b>11,138</b>
<b><u>Finance</u></b>				
Auditing Services	7,800	-	-	-
Contracts-Finance	104,400	17,400	17,400	-
<b>Total Finance</b>	<b>112,200</b>	<b>17,400</b>	<b>17,400</b>	<b>-</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Legal Counsel</u></b>				
ProfServ-Legal Services	120,000	20,000	5,923	14,077
<b>Total Legal Counsel</b>	<b>120,000</b>	<b>20,000</b>	<b>5,923</b>	<b>14,077</b>
<b><u>Other Administrative Services</u></b>				
ProfServ-Info Technology	76,600	12,767	12,521	246
Contracts-Admin. Service	441,100	73,517	73,517	-
Misc-Assessment Collection Cost	8,000	600	529	71
General Government	150,000	25,000	-	25,000
<b>Total Other Administrative Services</b>	<b>675,700</b>	<b>111,884</b>	<b>86,567</b>	<b>25,317</b>
<b><u>Facility Services</u></b>				
Telephone, Cable & Internet Service	9,200	1,533	1,323	210
Lease - Copier	12,900	2,150	2,150	-
Lease - Building	25,000	4,167	-	4,167
Insurance (Liab,Auto,Property)	13,200	13,200	9,048	4,152
Miscellaneous Services	1,700	283	-	283
Cleaning Services	13,300	2,217	2,520	(303)
Principal-Capital Lease	19,100	3,183	3,768	(585)
Interest-Capital Lease	2,100	350	646	(296)
<b>Total Facility Services</b>	<b>96,500</b>	<b>27,083</b>	<b>19,455</b>	<b>7,628</b>
<b><u>Community Services</u></b>				
Contracts-Solid Waste	1,212,000	202,000	181,795	20,205
Contracts-Sheriff	1,066,600	177,767	177,768	(1)
Electricity	132,300	22,050	21,723	327
R&M-Community Maintenance	30,100	5,017	5,017	-
Operating Supplies	57,300	14,325	-	14,325
Roadway Services	6,800	-	1,131	(1,131)
<b>Total Community Services</b>	<b>2,505,100</b>	<b>421,159</b>	<b>387,434</b>	<b>33,725</b>
<b><u>Capital Expenditures &amp; Projects</u></b>				
Capital Improvements	50,000	20,000	-	20,000
<b>Total Capital Expenditures &amp; Projects</b>	<b>50,000</b>	<b>20,000</b>	<b>-</b>	<b>20,000</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>Reserves</b>				
Misc-Contingency	232,500	38,750	393	38,357
1st Quarter Operating Reserves	1,220,700	203,450	-	203,450
Reserve - Capital Projects	1,500,000	250,000	-	250,000
<b>Total Reserves</b>	<b>2,953,200</b>	<b>492,200</b>	<b>393</b>	<b>491,807</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>7,653,600</b>	<b>1,268,939</b>	<b>649,080</b>	<b>619,859</b>
Excess (deficiency) of revenues Over (under) expenditures	969,311	(475,232)	41,574	516,806
<b>OTHER FINANCING SOURCES (USES)</b>				
Nonoperating Grant Expense	-	-	(543,528)	(543,528)
Contribution to (Use of) Fund Balance	969,311	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>969,311</b>	<b>-</b>	<b>(543,528)</b>	<b>(543,528)</b>
Net change in fund balance	\$ 969,311	\$ (475,232)	\$ (501,954)	\$ (26,722)
<b>FUND BALANCE, BEGINNING (OCT 1, 2024)</b>	<b>6,295,040</b>	<b>6,295,040</b>	<b>6,295,040</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 7,264,351</b>	<b>\$ 5,819,808</b>	<b>\$ 5,793,086</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ -	\$ 13,621	\$ 13,621
Dividends	-	-	24,400	24,400
Donations	300,000	50,000	126,000	76,000
<b>TOTAL REVENUES</b>	<b>300,000</b>	<b>50,000</b>	<b>164,021</b>	<b>114,021</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Public Assistance</u></b>				
Misc-Admin Fee (%)	21,000	3,500	-	3,500
Assistance Program	279,000	46,500	-	46,500
<b>Total Public Assistance</b>	<b>300,000</b>	<b>50,000</b>	<b>-</b>	<b>50,000</b>
<b>TOTAL EXPENDITURES</b>	<b>300,000</b>	<b>50,000</b>	<b>-</b>	<b>50,000</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	164,021	164,021
Net change in fund balance	\$ -	\$ -	\$ 164,021	\$ 164,021
<b>FUND BALANCE, BEGINNING (OCT 1, 2024)</b>	<b>5,382,972</b>	<b>5,382,972</b>	<b>5,382,972</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 5,382,972</b>	<b>\$ 5,382,972</b>	<b>\$ 5,546,993</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Building Permits	\$ 1,966,300	\$ 327,720	\$ 202,844	\$ (124,876)
Reinspection Fees	-	-	200	200
Building Permits - Surcharge	7,600	1,270	978	(292)
Other Building Permit Fees	30,000	5,000	12,600	7,600
Building Permits - Admin Fee	129,700	21,620	20,724	(896)
Engineering Permits	300,600	50,100	875	(49,225)
Planning & Zoning Permits	307,700	51,280	5,267	(46,013)
<b>TOTAL REVENUES</b>	<b>2,741,900</b>	<b>456,990</b>	<b>243,488</b>	<b>(213,502)</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Comprehensive Planning</u></b>				
ProfServ-Engineering	300,600	50,100	53,730	(3,630)
ProfServ-Info Technology	290,200	48,367	35,796	12,571
ProfServ-Legal Services	62,700	10,450	1,800	8,650
ProfServ-Planning/Zoning Board	307,700	51,283	53,554	(2,271)
ProfServ-Compliance Service	186,500	31,083	28,080	3,003
ProfServ-Building Permits	1,431,900	238,650	220,285	18,365
Special Magistrate	30,000	5,000	-	5,000
Telephone, Cable & Internet Service	7,000	1,167	836	331
Lease - Copier	3,100	517	513	4
Lease - Building	24,000	4,000	-	4,000
Printing	1,000	250	-	250
Miscellaneous Services	1,300	217	-	217
Misc-Admin Fee (%)	32,700	5,450	5,450	-
Billing Service Fees	42,800	7,133	7,503	(370)
Office Supplies	2,100	350	115	235
Cleaning Services	13,000	2,167	2,600	(433)
Principal-Capital Lease	4,800	800	-	800
Interest-Capital Lease	500	100	-	100
<b>Total Comprehensive Planning</b>	<b>2,741,900</b>	<b>457,084</b>	<b>410,262</b>	<b>46,822</b>
<b>TOTAL EXPENDITURES</b>	<b>2,741,900</b>	<b>457,084</b>	<b>410,262</b>	<b>46,822</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues				
Over (under) expenditures	-	(94)	(166,774)	(166,680)
Net change in fund balance	\$ -	\$ (94)	\$ (166,774)	\$ (166,680)
<b>FUND BALANCE, BEGINNING (OCT 1, 2024)</b>	<b>(491,481)</b>	<b>(491,479)</b>	<b>(491,481)</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ (491,481)</b>	<b>\$ (491,573)</b>	<b>\$ (658,255)</b>	

# **City of Westlake**

## **Supporting Schedules**

**November 30, 2024**

Cash and Investment Report

November 30, 2024

**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	\$2,733,482
Money Market	BankUnited	MMA	4.39%	\$3,618,150
			<b>Subtotal</b>	<b>\$6,351,632</b>

**SPECIAL REVENUE FUND**

Money Market	BankUnited	MMA	4.39%	\$1,803,731
Government Checking	Valley Bank	Checking Account	4.85%	\$68,112
Brokerage Account	Valley Bank	Government Fund Class A	4.62%	\$3,151,812
			<b>Subtotal</b>	<b>\$5,023,655</b>
			<b>Total</b>	<b>\$11,375,287</b>



**File Attachments for Item:**

**A. FIRST READING:** ORDINANCE 2025-01 – ENACTING A NEW CODE FOR THE CITY OF WESTLAKE, FLORIDA; PROVIDING THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED “CODE OF ORDINANCES OF THE CITY OF WESTLAKE, FLORIDA”

**Submitted By:** City Clerk's Office

**ORDINANCE 2025-01**

**AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.**

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**ORDINANCE 2025-01**

**AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.**

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10  
11 BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA:

12  
13 Section 1: The Code entitled "Code of Ordinances of the City of Westlake, Florida," published  
14 by CivicPlus, LLC, consisting of chapters 1 through 119, each inclusive, is adopted.

15  
16 Section 2: All ordinances of a general and permanent nature enacted on or before April 2,  
17 2024, and not included in the Code or recognized and continued in force by  
18 reference therein, are repealed.

19  
20 Section 3: The repeal provided for in section 2 hereof shall not be construed to revive any  
21 ordinance or part thereof that has been repealed by a subsequent ordinance that is  
22 repealed by this ordinance.

23  
24 Section 4: Unless another penalty is expressly provided, every person convicted of a violation  
25 of any provision of the Code or any ordinance, rule or regulation adopted or issued  
26 in pursuance thereof shall be punished by a fine not exceeding \$500.00, a definite  
27 term of imprisonment not to exceed 60 days, or any combination thereof. Except as  
28 otherwise provided by law or ordinance: (i) With respect to violations of this Code  
29 that are continuous with respect to time, each day that the violation continues is a  
30 separate offense; and (ii) With respect to violations that are not continuous with  
31 respect to time, each act constitutes a separate offense. The penalty provided by this  
32 section, unless another penalty is expressly provided, shall apply to the amendment  
33 of any Code section, whether or not such penalty is reenacted in the amendatory  
34 ordinance. In addition to the penalty prescribed above, the city may pursue other  
35 remedies such as abatement of nuisances, injunctive relief and revocation of  
36 licenses or permits.

37  
38 Section 5: Additions or amendments to the Code when passed in such form as to indicate the  
39 intention of the city to make the same a part of the Code shall be deemed to be  
40 incorporated in the Code, so that reference to the Code includes the additions and  
41 amendments.  
42

1 Section 6. Ordinances adopted after April 2, 2024, that amend or refer to ordinances that have  
2 been codified in the Code shall be construed as if they amend or refer to like  
3 provisions of the Code.  
4

5 Section 7. **Effective Date:** This ordinance shall be effective upon adoption on second reading.  
6  
7

8 **PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025 on first reading.  
9

10 **PUBLISHED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 in the Sun Sentinel.  
11

12 **PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2025, on second reading.  
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17 \_\_\_\_\_  
18 City of Westlake  
19 JohnPaul O’Connor, Mayor

20 ATTEST:  
21  
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23

24 \_\_\_\_\_  
25 Zoie P. Burgess, CMC City Clerk  
26  
27

28 Approved as to form and sufficiency  
29  
30

31 \_\_\_\_\_  
32 City Attorney  
33



# Meeting Agenda Item Coversheet

<b>MEETING DATE:</b>		1/7/2025	<b>Submitted By:</b> City Clerk's Office	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		<b>FIRST READING:</b> ORDINANCE 2025-01 – ENACTING A NEW CODE FOR THE CITY OF WESTLAKE, FLORIDA; PROVIDING THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED “CODE OF ORDINANCES OF THE CITY OF WESTLAKE, FLORIDA”		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		Motion to recommend approval of Ordinance 2025-01 - ENACTING A NEW CODE FOR THE CITY OF WESTLAKE, FLORIDA “CODE OF ORDINANCES OF THE CITY OF WESTLAKE, FLORIDA” on First Reading		
<b>SUMMARY and/or JUSTIFICATION:</b>		An Ordinance adopting and enacting a new Code of Ordinances of the City of Westlake.		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>	
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>	
	<b>EXHIBIT(S):</b>		<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>				
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>		<b>ORDINANCE: 2025-01</b>	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank) <b><u>Please keep text indented.</u></b></i>		<b>ORDINANCE 2025-01</b>  <b>AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.</b>		
<b>FISCAL IMPACT (if any):</b>			\$	

**File Attachments for Item:**

**A. RESOLUTION 2025-01** – Approving and authorizing the strategic planning proposal.

**Submitted By:** Administration

**RESOLUTION 2025-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE STRATEGIC PLANNING PROPOSAL FROM THE INTERNATIONAL INSTITUTE FOR LEADERSHIP DEVELOPMENT AND TRAINING FOR THE PURPOSE OF DEFINING THE CITY’S STRATEGIC PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**



# Meeting Agenda Item Coversheet

<b>MEETING DATE:</b>		1/7/2025	<b>Submitted By:</b> Administration	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		<b>RESOLUTION 2025-01</b> – Approving and authorizing the strategic planning proposal.		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		<b>Motion to approve RESOLUTION 2025-01 - Authorizing strategic planning proposal and Resolution</b>		
<b>SUMMARY and/or JUSTIFICATION:</b>		<p>A Resolution approving and authorizing the appropriate City officials to execute the strategic planning proposal.</p> <p>Submitting this proposal to the City of Westlake for conducting a strategic plan for the City.</p>		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>	
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>	
	<b>EXHIBIT(S):</b>	X	<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	<p>Resolution 2025-01</p> <p>Exhibit A - Strategic Planning Workshop Proposal</p>			
<b>SELECT, if applicable</b>	<b>RESOLUTION: 2025-01</b>	X	<b>ORDINANCE:</b>	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <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> <b><u>Please keep text indented.</u></b>	<p style="text-align: center;"><b>RESOLUTION 2025-01</b></p> <p><b>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE STRATEGIC PLANNING PROPOSAL FROM THE INTERNATIONAL INSTITUTE FOR LEADERSHIP DEVELOPMENT AND TRAINING FOR THE PURPOSE OF DEFINING THE CITY'S STRATEGIC PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.</b></p>			
<b>FISCAL IMPACT (if any):</b>				\$

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CITY OF WESTLAKE  
RESOLUTION NO. 2025-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE STRATEGIC PLANNING PROPOSAL FROM THE INTERNATIONAL INSTITUTE FOR LEADERSHIP DEVELOPMENT AND TRAINING FOR THE PURPOSE OF DEFINING THE CITY’S STRATEGIC PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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WHEREAS, the City Council deems it to be in the best interests of the City to approve and authorize the appropriate City Officials to execute the Strategic Planning Proposal from the International Institute for Leadership Development and Training for the purpose of defining the City’s Strategic Plan;

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 appropriate City Officials to execute the Strategic Planning Proposal from the International Institute for Leadership Development and Training for the purpose of defining the City’s Strategic Plan. A copy of the Proposal 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.

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

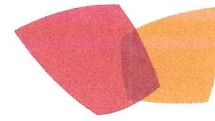
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PASSED AND APPROVED by City Council for the City of Westlake, on this  
\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
City of Westlake  
JohnPaul O'Connor, Mayor

\_\_\_\_\_  
Zoie Burgess, City Clerk





## Organizational Coaching and Mentoring

### STRATEGIC PLANNING PROPOSAL CITY OF WESTLAKE December 18, 2024

Thank you for the opportunity to submit this proposal to the City of Westlake for conducting a strategic plan for the City. A municipal strategic planning meeting serves a key purpose in helping a municipality define its long-term vision, mission, core values, goals and actionable strategies to guide its development, services, and overall operations. The main objectives of such a meeting include:

1. **Setting Clear Priorities:** The meeting helps municipal leaders, stakeholders, and community members identify and prioritize the most important issues facing the community, such as infrastructure needs, housing, public safety, economic development, and sustainability.
2. **Aligning Resources:** It ensures that available resources (budget, personnel, technology, etc.) are aligned with the priorities and strategic goals of the municipality. This helps optimize how money and other assets are allocated for maximum impact.
3. **Engaging Stakeholders:** It fosters collaboration among key stakeholders, such as elected officials, management staff, community organizations, residents, and business leaders, allowing for a collective effort in shaping the municipality's future efforts. This can lead to better decision-making and more inclusive planning.
4. **Setting Long-term Vision and Goals:** The meeting provides an opportunity to outline a vision for the future of the community, setting both short-term and long-term goals that can guide decision-making and policy development.
5. **Improving Public Services and Infrastructure:** The meeting can address how to improve or expand public services, infrastructure, and facilities, ensuring that they meet the growing needs of the population.
6. **Responding to Emerging Issues:** It offers a platform for identifying and preparing for emerging challenges, such as economic downturns, climate change, population growth, or technological changes, and how to adapt the municipality's strategies accordingly.
7. **Enhancing Accountability and Transparency:** By clearly documenting the strategies and actions discussed, the meeting helps ensure accountability for municipal leaders and creates a transparent roadmap for the public to follow, showing how their taxes and resources are being used.
8. **Building Consensus:** It provides a structured environment to discuss different views, reconcile differing priorities, and build consensus on how to move forward with shared objectives.

**INTERNATIONAL INSTITUTUE FOR LEADERSHIP DEVELOPMENT AND TRAINING**  
4343 Star Ruby Boulevard  
Boynton Beach, FL 33436  
DaleSugerman@bellsouth.net  
954-568-8760

- As local government professionals with more than 40 years of municipal experience (32 years of which have been based here in the State of Florida) we have extensive knowledge and experience of local government operations, trends, and the political process. We have worked with many hundreds of elected officials on far-ranging issues and topics.
- Our lead facilitator, Dale Sugerman, Ph.D. is a trained facilitator in group dynamics and the goal planning process. He has facilitated strategic planning sessions for a number of municipalities in the State of Florida. Dr. Sugerman was an adjunct faculty member at Nova Southeastern University for more than 20 years where he has taught classes in virtually all aspects of local government. In addition, he is a qualified facilitator/trainer working with private sector businesses, helping them to set their vision, mission, values, and goals.

We propose to offer and accomplish the following:

- We will conduct one-on-one interviews with members of the City Council to get their initial input on a variety of topics associated with their goals and objectives for the City. Results of the individual interviews will be collated (without attribution) and provided to the members of the City Council in advance of the strategic planning workshop sessions. The results of the interviews will give members of the City Council a starting point for full engagement during the strategic planning workshop.
- A one-half day (4 hours) community engagement meeting will be conducted prior to the strategic planning workshop. The purpose of this engagement meeting will be to collect input from members of the community (both residential and commercial) on items of interest impacting their lives and businesses and what they believe the City Council should be focused on moving forward.
- Two full-day strategic planning workshop meetings will be held with members of the City Council and key staff to complete the strategic plan as outlined above. This strategic planning workshop meeting is best held off-site at a comfortable location where a formal agenda will be followed. The workshop meeting will include appropriate breaks and meals. The public will be allowed to attend.
- Upon completion of the two-day workshop session, we will provide a written report on the results of the strategic planning effort.

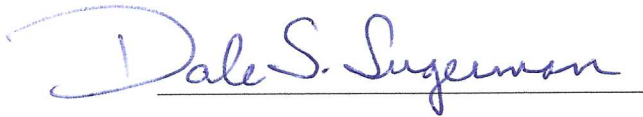
Schedule:

We propose conducting the one-on-one interviews with members of the City Council, as well as the community engagement meeting, to be held during the month of February. The one-on-one meeting can be conducted either by Zoom or telephone. The community engagement meeting should be held in the City Council chambers.

We propose that the strategic planning workshop meeting should be held during the month of March at an off-site location such as a hotel meeting room or a community center.

Fees for Service:

- Please see the attached Exhibit "A" which outlines the fees for service for this engagement.



Dale S. Sugerman, Ph.D.

Accepted:

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Ken Cassel, City Manager

STRATEGIC PLANNING PROPOSAL  
CITY OF WESTLAKE

**EXHIBIT A**

<u>ITEM</u>	<u>NUMBER</u>	<u>RATE</u>	<u>AMOUNT</u>
Strategic Planning Workshop Days	2	\$ 3,750.00	\$ 7,500.00
Individual Interviews of Elected Officials	5	175.00	875.00
Public Meeting- 4 hours	4	225.00	900.00
Report Writing	4	125.00	500.00
Total Anticipated Expense*			\$ 9,775.00

\* If the final Strategic Plan is presented at a public meeting, that rate will be \$225.00/hour of attendance.

Travel time: no charge

Telephone time: no charge

Invoice payment terms: Invoice billed monthly; net 30 days

**File Attachments for Item:**

**B. RESOLUTION 2025-02** – Supporting the Procurement and Oversight of Consultants for the development of a Countywide Transportation Plan

**Submitted By:** Administration

**RESOLUTION NO. 2025-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, SUPPORTING THE PROCUREMENT AND OVERSIGHT OF CONSULTANTS FOR THE DEVELOPMENT OF A COUNTYWIDE TRANSPORTATION PLAN; SUPPORTING THE FORMATION OF A TECHNICAL ADVISORY COMMITTEE FOR THE SAME; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**



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**CITY OF WESTLAKE**

**RESOLUTION NO. 2025-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, SUPPORTING THE PROCUREMENT AND OVERSIGHT OF CONSULTANTS FOR THE DEVELOPMENT OF A COUNTYWIDE TRANSPORTATION PLAN; SUPPORTING THE FORMATION OF A TECHNICAL ADVISORY COMMITTEE FOR THE SAME; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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WHEREAS, the movement of people, goods, and services in, around and throughout Palm Beach County relies on an interconnected transportation network and related transportation services, and

WHEREAS, the transportation network and transportation services are the responsibility of multiple jurisdictions and governmental agencies such as FDOT, Palm Beach County, municipalities, and various taxing districts and authorities, and

WHEREAS, citizens are focused on going to and from their destinations and are mostly unaware of jurisdictional boundaries, ownership responsibilities, and funding sources for these transportation networks and services, and

WHEREAS, the quality, manner, and time required for people, goods, and services to move in the county has tremendous impacts on every aspect of life in Palm Beach County, and

WHEREAS, population growth in recent years has consistently outpaced the existing transportation network’s capabilities creating traffic jams, longer travel times, safety issues, extra expenses, and frustration, and;

WHEREAS, population growth is expected to continue to increase for the foreseeable future due to the desirability and quality of life in south Florida and Palm Beach County, and

WHEREAS, a Countywide Transportation Plan is the only way to effectively address the issues involved with the transportation network and services that exist now and, in the future, and

WHEREAS, the Board of County Commissioners, the City of Westlake, the other municipalities, and the taxing districts recognize that working together in a

1 constructive and proactive manner is the only way forward for the benefit of all our  
2 citizens, and

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4 WHEREAS, expertise in developing a collaborative and comprehensive Countywide  
5 Transportation Plan requires the engagement of a Consulting Firm of  
6 National/International repute, experience and capabilities, and

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8 WHEREAS, the only entity of which the cities and the County are officially  
9 connected for purposes of working together to address issues of a countywide  
10 nature is the Intergovernmental Coordination Program (ICP), and

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12 WHEREAS, the ICP is identified in the County and the cities' Comprehensive Plan  
13 Intergovernmental Coordination Elements (ICE) and whose membership is  
14 memorialized via Interlocal Agreements, and

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16 WHEREAS, the ICP membership also includes the taxing authorities and districts  
17 who build and maintain transportation infrastructure, and

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19 WHEREAS, the ICP can provide unified, trusted, and collaborative outcomes instead  
20 of ones that are ones weighted towards one side or the other, and

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22 WHEREAS, the ICP will need the full support of the members both at the Policy level  
23 (elected officials) and the staff levels in order to make this process work, and;

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25 WHEREAS, the City Council finds that joining with fellow municipalities, Palm  
26 Beach County, and other local governments in a collaborative process for purposes  
27 of developing and creating a true Countywide Transportation Plan is in the best  
28 interests of the City and serves a valid public purpose.

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

32  
33 **SECTION 1.** The foregoing "WHEREAS" clause is hereby ratified and  
34 confirmed by the City Council and incorporated herein by this reference.

35 **SECTION 2.** The City Council supports the following as necessary for the  
36 achievement of a Countywide Transportation Plan:

37 1) The crafting of a Scope of Services by the Palm Beach County City  
38 Manager's Association (PBCCMA) through an internal process of which the final  
39 version will be distributed to the County and the municipalities.

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1           2)     The ICP’s Multijurisdictional Issues Coordination Forum Executive  
2 Committee (MICFEC) shall serve as the Oversight Board for the Consulting Firm  
3 hired to craft the Countywide Transportation Plan providing policy level activities  
4 specifically related to the contractual relationship, holding of public meetings with  
5 the Consulting Firm, providing direction to IPARC 2.0, facilitating engagement and  
6 participation of the ICP membership, and making recommendations to the  
7 governing bodies of the County, municipalities and others.

8

9           3)     The formation of an expanded version of the Intergovernmental Plan  
10 Amendment Review Committee (IPARC) by adding municipal and County  
11 Engineers, Public Works, IT, TPA, FDOT, Tri Rail, Palm Tran, and others as deemed  
12 appropriate by MICFEC to serve as the Technical Advisory Committee (TAC). The  
13 Technical Advisory Committee, IPARC 2.0, will provide information as required by  
14 the Consulting Firm as the subject matter experts and providing input and advice  
15 to the Consulting Firm and MICFEC.

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17           4)     The coordination and processing of the contract with the selected  
18 Consulting Firm by use of the County government as the responsible agency for  
19 contract administration including but not limited to assuring compliance with the  
20 terms and conditions of the contract and invoice processing and payments.

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

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

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29           **SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect  
30 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  
JohnPaul O'Connor, Mayor

\_\_\_\_\_  
Zoie Burgess, City Clerk



# Meeting Agenda Item Coversheet

<b>MEETING DATE:</b>		01/07/2025	<b>Submitted By:</b> Administration	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		<b>RESOLUTION 2025-02</b> – Supporting the Procurement and Oversight of Consultants for the development of a Countywide Transportation Plan		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		<b>Motion to approve RESOLUTION 2025-02 – Supporting the Procurement and Oversight of Consultants for the development of a Countywide Transportation Plan</b>		
<b>SUMMARY and/or JUSTIFICATION:</b>	<p>The Palm Beach County City Manager's Association has drafted a Scope of Services for a Countywide Transportation Planning effort. This countywide project proposes that the Intergovernmental Coordination Program (ICP), which all cities, the county, and several special districts are party to, provide the framework for a planning process.</p> <ul style="list-style-type: none"> <li>• The ICP's Multijurisdictional Issues Coordination Forum Executive Committee (MICFEC) is proposed to serve as the Oversight Board for the Consulting Firm hired to craft the Countywide Transportation Plan.</li> <li>• The formation of an expanded version of the Intergovernmental Plan Amendment Review Committee (IPARC) is proposed by adding municipal and County Engineers, Public Works, IT, and others as deemed appropriate by MICFEC to serve as the Technical Advisory Committee (TAC).</li> </ul> <p>This Resolution, shows the support of the City of Westlake.</p>			
	<b>SELECT, if applicable</b>		<b>AGREEMENT:</b>	<b>BUDGET:</b>
		<b>STAFF REPORT:</b>	<b>PROCLAMATION:</b>	
		<b>EXHIBIT(S):</b>	<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>				
<b>SELECT, if applicable</b>		<b>RESOLUTION: 2025-02</b>	x	<b>ORDINANCE:</b>
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <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>		<p style="text-align: center;"><b>RESOLUTION NO. 2025-02</b></p> <p><b>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, SUPPORTING THE PROCUREMENT AND OVERSIGHT OF CONSULTANTS FOR THE DEVELOPMENT OF A COUNTYWIDE TRANSPORTATION PLAN; SUPPORTING THE FORMATION OF A TECHNICAL ADVISORY COMMITTEE FOR THE SAME; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.</b></p>		
<b>FISCAL IMPACT (if any):</b>				\$

**File Attachments for Item:**

**C. RESOLUTION 2025-03** - Authorizing the City Manager to Execute a Sponsorship Agreement with AT&T Mobility LLC

**Submitted By:** Administration

**RESOLUTION NO. 2025-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SPONSORSHIP AGREEMENT WITH AT&T MOBILITY LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**



# Meeting Agenda Item Coversheet

<b>MEETING DATE:</b>		01/07/2025	<b>Submitted By:</b> Administration	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		RESOLUTION 2025-03 - Authorizing the City Manager to Execute a Sponsorship Agreement with AT&T Mobility LLC.		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		Motion to approve RESOLUTION 2025-03 Authorizing the City Manager to Execute a Sponsorship Agreement with AT&T Mobility LLC		
<b>SUMMARY and/or JUSTIFICATION:</b>		A Resolution approving and authorizing the City Manager to execute Sponsorship Agreement for the 5K race.		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>	
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>	
	<b>EXHIBIT(S):</b>		<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>				
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>	x	<b>ORDINANCE:</b>	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank) <b><u>Please keep text indented.</u></b></i>		<p style="text-align: center;"><b>RESOLUTION NO. 2025-03</b></p> <p><b>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SPONSORSHIP AGREEMENT WITH AT&amp;T MOBILITY LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.</b></p>		
<b>FISCAL IMPACT (if any):</b>		None		\$ 0.00

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**CITY OF WESTLAKE  
RESOLUTION NO. 2025-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA,  
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SPONSORSHIP  
AGREEMENT WITH AT&T MOBILITY LLC; PROVIDING FOR CONFLICTS; PROVIDING  
FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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WHEREAS, the City Council deems it to be in the best interests of the City to approve and authorize the City Manager to execute a Sponsorship Agreement with AT&T Mobility LLC;

**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 City Manager to execute a Sponsorship Agreement with AT&T Mobility LLC. 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.

**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

\_\_\_\_\_  
Zoie Burgess, City Clerk



December 9, 2024

AT&T Mobility LLC, a Delaware limited liability company, on behalf of itself and its operating AFFILIATE(S), (hereinafter "AT&T") and the City of Westlake, located at: 4001 Seminole Pratt Whitney Rd. Westlake, FL 33470 (hereinafter "CITY"). CITY, enter into this agreement ("AGREEMENT") for a sponsorship of City of Westlake 5K to be held on January 25, 2025 ("EVENT"). CITY, and AT&T, each of which may be referred to in the singular as ("PARTY") or in the plural as ("PARTIES"), agree to the following:

### 1. Definitions:

- 1.1. "AFFILIATE(S)" means an entity that controls, is controlled by, or is under common control with, a party, now known or hereafter in the future during the TERM. For purposes of this definition, AT&T Inc. is not an AFFILIATE of AT&T, but AT&T Inc. may be considered in determining whether other entities are AFFILIATES of AT&T.
- 1.2. "AT&T MARKS" shall mean the trademarks, copyrights, trade names, brands, service marks, trade dress, logos, slogans, emblems, logotypes, insignia, designs, mascots, and other intellectual property rights owned, controlled, or used by AT&T or its AFFILIATE(S).
- 1.3. "DESIGNATIONS" shall mean those official designations available for use by AT&T and shall include any use of "AT&T" or a product with AT&T and/or such product name identified as the preferred or official sponsor of EVENT and any other official DESIGNATIONS mutually agreed upon by the PARTIES.
- 1.4. "LAW(S)" shall mean all applicable laws, including but not limited to all federal, state, and local statutes, ordinances, regulations, orders, codes, decrees, judgments, decisions of any governmental agency or court, regardless of origin, type or jurisdiction.
- 1.5. "MARK(S)" means EVENT MARKS, AT&T MARKS, and individually and collectively the corporate brand, trademarks, copyrights, trade names, brands, service marks, trade dress, logos, slogans, emblems, logotypes, insignia, designs, mascots and other intellectual property rights owned or used by a PARTY or third party.
- 1.6. "THIRD-PARTY INCLUSION" shall be defined as the right to incorporate any third-party identification, trademarks, service marks, services, products, or other defining characteristics of retailers, distributors, vendors and/or device manufacturers in or with AT&T's promotional materials.
- 1.7. "EVENT MARKS" shall mean those MARKS owned, controlled, or used by CITY or its AFFILIATES. EVENT MARKS available for use by AT&T are provided in Attachment B.
- 1.8. "SPONSORSHIP RIGHTS" shall mean AT&T's rights and benefits outlined in Attachment A.

### 2. Term:

- 2.1. This AGREEMENT is effective on December 10, 2024 ("EFFECTIVE DATE") and expires on January 25, 2025 ("TERM").

### 3. Promotion Rights and Sponsorship Rights:

- 3.1. CITY grants AT&T the right and license to exercise THIRD-PARTY INCLUSION in or with any use of promotional materials associated with EVENT MARKS, and the SPONSORSHIP RIGHTS.
- 3.2. Except as otherwise specifically set forth in Attachment A hereto:
  - 3.2.1. CITY shall grant AT&T the SPONSORSHIP RIGHTS for the TERM.
  - 3.2.2. All SPONSORSHIP RIGHTS provided to AT&T are AT&T's rights but not AT&T's obligations.
  - 3.2.3. CITY shall be solely responsible for and shall bear all costs associated with the initial design, installation, preparation, and maintenance of promotions, displays, advertisements and signage provided under this AGREEMENT. AT&T shall bear all costs associated with any modifications to such promotions, video spots, displays, and advertisements and signage during the TERM.

### 4. Designations and Social Media:

- 4.1. CITY grants to AT&T the right and license to use the DESIGNATIONS in creation or use of materials. CITY further grants AT&T the right and license to use DESIGNATIONS in connection with any advertisement, promotion, brand awareness, marketing, or sale by AT&T of its product and services or in the promotion of AT&T and its MARKS.
- 4.2. CITY acknowledges that the AT&T product and MARKS are ever evolving and therefore agrees to discuss adding additional DESIGNATIONS that may be requested by AT&T during the TERM. For any such request, CITY agrees to:
  - 4.2.1. review the request promptly in good faith;
  - 4.2.2. not unreasonably withhold its approval; and

#### Proprietary Information

The information contained in this AGREEMENT is not for use or disclosure to any third party, except under written agreement by the contracting PARTIES.

- 4.2.3. not condition approval on the provision of any economic consideration or any other condition.
- 4.3. AT&T has permission to publicize its sponsorship of the EVENT in its traditional and social media channels, including, but not limited to, the ability for AT&T to interact with and re-post, re-tweet, and re-share from the EVENT social media channels. In addition, AT&T has permission to tag the EVENT social media channels.
- 4.4. AT&T and CITY agree to collaborate on appropriate social media channels for the purpose of tagging and coordinating use of identical hashtags related to the EVENT; and AT&T and CITY agree to 'follow', and 'like' each other's social channels consistent with such mutually agreed upon social media plan. Further, CITY will agree to retweet content from respective Twitter channels on a frequency/schedule agreed to by both PARTIES.

**5. Representations and Warranties:**

- 5.1. CITY represents and warrants:
  - 5.1.1. That it has the power and authority to enter into this AGREEMENT and that this AGREEMENT is binding. It has the power and authority to enter into this AGREEMENT, execute, deliver, and perform the AGREEMENT, require its AFFILIATE(S) to take certain action as required by this AGREEMENT, and consummate the transactions contemplated herein.
  - 5.1.2. It shall comply with all LAW(S) that are in any way associated with CITY's performance of its obligations under this AGREEMENT.
  - 5.1.3. The execution, delivery, and performance of this AGREEMENT by CITY does not and will not result in any violation of any LAW(S).
  - 5.1.4. For all materials and content provided by or on behalf of CITY to AT&T under this AGREEMENT, CITY has obtained all permissions and licenses for AT&T to use such materials and content, including but not limited to AT&T's use in social media posts.
  - 5.1.5. There are no contracts, obligations, agreements, or understandings with anyone restricting or preventing:
    - 5.1.5.1. CITY from performing the obligations contained in this AGREEMENT; or
    - 5.1.5.2. AT&T from using or enjoying its rights under this AGREEMENT.
  - 5.1.6. CITY is the sole record, legal and beneficial title holder of, or otherwise has sufficient rights in the EVENT MARKS and has the legal right to license the EVENT MARKS to AT&T for use in accordance with this AGREEMENT.
- 5.2. AT&T represents and warrants:
  - 5.2.1. It has the power and authority to enter into this AGREEMENT, execute, deliver, and perform the AGREEMENT, require its AFFILIATES to take certain action as required by this AGREEMENT, and consummate the transactions contemplated herein.
  - 5.2.2. There are no contracts, obligations, agreements, or understandings with anyone restricting or preventing:
    - 5.2.2.1. AT&T from performing the obligations contained in this AGREEMENT; or
    - 5.2.2.2. CITY from using or enjoying its rights provided by AT&T under this AGREEMENT.

**6. Rights Fees:**

- 6.1. AT&T agrees to pay CITY ("RIGHTS FEES") for the rights and benefits described hereunder as follows:

Year	RIGHTS FEES	INVOICE DATE
2025	\$2,500	December 20, 2024

- 6.2. CITY agrees to submit invoice for RIGHTS FEES on or in advance of all INVOICE DATE in accordance with the schedule set, as follows:

To: AT&T  
 6500 W. Loop S, Floor 4  
 Bellaire, TX 77401  
 Attention: Danilo Yopez – Lead Marketing Manager

- 6.3. Payment shall be due by AT&T the later of ninety (90) days after the INVOICE DATE or AT&T's receipt of the invoice (the later date being the "DUE DATE"), subject to the following:
  - 6.3.1. If the DUE DATE falls on a Saturday, Sunday or holiday, the RIGHTS FEES will be issued the following business day.
  - 6.3.2. It may take two to three (2-3) business days after the DUE DATE for the RIGHTS FEES to clear AT&T's bank and to be issued to CITY.
- 6.4. Invoice received by AT&T more than six (6) months after the INVOICE DATE is untimely and AT&T has no obligation to pay such invoice.

**Proprietary Information**

The information contained in this AGREEMENT is not for use or disclosure to any third party, except under written agreement by the contracting PARTIES.

**7. Taxes:**

- 7.1. The RIGHTS FEES shall include all taxes except applicable sales taxes imposed upon the right to use all the rights and benefits furnished under this AGREEMENT, which taxes AT&T will pay to CITY provided they are added to the RIGHTS FEES as separate items on and at the time the applicable invoice is submitted by CITY. The foregoing notwithstanding, CITY will not invoice AT&T for taxes where AT&T provides CITY with an appropriate exemption certificate. AT&T shall have the right to require CITY to contest, at AT&T's expense, any taxes that AT&T deems improperly levied. CITY agrees to pay, and to hold AT&T harmless from and against, any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of the delay or failure of CITY, for any reason, to pay any tax or file any return or information required by LAW, rule or regulation or by this AGREEMENT to be paid or filed by CITY.

**8. Intellectual Property:**

- 8.1. Subject to the terms and conditions hereunder, each PARTY hereby grants to other PARTY a revocable, non-exclusive, non-transferable, royalty free, fully paid-up license during the TERM to use each other's MARKS in connection with this AGREEMENT, as approved by the licensor PARTY solely for the uses and as provided hereunder. A high standard of quality for the MARKS shall be maintained and all uses of the licensor PARTY's MARKS shall conform to the standards set by the licensor PARTY. Licensee PARTY acknowledges and agrees that maintaining the goodwill associated with the MARKS is of substantial importance to the licensor PARTY. All use of the respective licensor PARTY's MARKS and the goodwill generated thereby shall inure to the benefit of the licensor PARTY.
- 8.2. Each PARTY agrees that neither will create a combination MARK consisting of one or more of the other PARTY's MARKS and that all uses of the MARKS will be consistent with the licensor PARTY's standards, graphic guidelines, and layout arrangements. Any use of the MARKS that is inconsistent with any terms hereof shall be grounds for immediate cancellation of authorization to use the MARKS. Neither PARTY has the right to register any MARK of the other PARTY or any confusingly similar MARK as a corporate or trade name, domain name, trademark or service mark in any country or territory.
- 8.3. The PARTIES hereby acknowledge each other's rights and interests in their respective MARKS and agree not to claim any right, title or interest in or to the other PARTY's MARKS or to, at any time, challenge or attack the other PARTY's rights in or to its MARKS for any reason whatsoever or assist any third party in so doing. Except as otherwise permitted in this AGREEMENT, no PARTY can use the MARKS of the other PARTY without approval per Section 9. The PARTIES acknowledge that they have no right, title or interest in each other's MARKS, promotional materials or otherwise, and agree that neither PARTY will claim any, in or to any of the other's MARKS or promotional materials, including without limitation advertising and merchandising, produced by the other PARTY hereunder.
- 8.4. If at any time during the TERM, AT&T changes the AT&T MARKS (e.g., corporate name, brand or names of products), both PARTIES will use the new AT&T MARKS in exercising all rights and benefits provided herein.

**9. Approval Process:**

- 9.1. Each PARTY will submit to the other PARTY for written approval, no less than five (5) business days prior to anticipated use, any use whatsoever of the other's MARKS, including without limitation in promotional materials, advertisements, banners, etc. in connection with the EVENT, SPONSORSHIP RIGHTS, and/or DESIGNATIONS.
- 9.2. All written requests for consent to use the AT&T MARKS shall be made through one of the following:
- 9.2.1. Directly [www.brandcenter.att.com](http://www.brandcenter.att.com) or as otherwise directed by AT&T ("BRAND CENTER WEBSITE") if CITY is granted access;
- 9.2.2. AT&T's designated account manager for this AGREEMENT who will submit through the BRAND CENTER WEBSITE or;
- 9.2.3. AT&T's designated agent who has been granted access to and will submit through the BRAND CENTER WEBSITE.
- 9.3. Notwithstanding the foregoing, AT&T shall have no obligation to obtain approval from CITY for use of any promotional materials that incorporate EVENT MARKS when such promotional materials are used in internal AT&T corporate communications to AT&T employees or agents.
- 9.4. Notwithstanding any other provisions of this AGREEMENT, if approval is required under this Section, no use may be made by one PARTY of the other PARTY's MARKS without the other PARTY's prior written approval. If, however, after ten (10) business days, the receiving PARTY fails to respond to the request to use the receiving PARTY's MARKS, such approval shall be deemed approved.
- 9.5. Any approval obtained in this AGREEMENT shall not be unreasonably withheld by either PARTY.

**10. Indemnity:****Proprietary Information**

The information contained in this AGREEMENT is not for use or disclosure to any third party, except under written agreement by the contracting PARTIES.



- 10.1. CITY shall at all times defend, indemnify and hold AT&T, its parent(s), directors, officers, employees, AFFILIATES and successors (including, without limitation, advertising and merchandising agencies) harmless from and against any and all LIABILITIES arising out of:
- 10.1.1. any breach by CITY of any warranty, representation, obligation or agreement made by CITY herein;
  - 10.1.2. any negligent acts or acts of intentional misconduct;
  - 10.1.3. resulting from any use of EVENT MARKS when such use of EVENT MARKS has been expressly or impliedly approved by CITY; or
  - 10.1.4. the exercise by AT&T of any rights granted hereunder.

## 11. Insurance:

- 11.1. With respect to CITY's performance under this AGREEMENT, and without limiting any of its other obligations or liabilities, CITY shall at its sole cost and expense maintain the insurance coverages and limits required by this Section and any additional insurance and/or bonds required by LAW:
- 11.1.1. at all times during TERM and until expiration or early termination of this AGREEMENT, whichever is later, and with respect to any coverage maintained for two (2) years following the TERM (if a "claims-made" policy is maintained, the retroactive date must precede the EFFECTIVE DATE);
  - 11.1.2. procure the required insurance from an insurance company eligible to do business in the State or States in which the services are to be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of workers' compensation insurance, CITY may procure insurance from the State fund of the State where certain rights and benefits are to be performed; and
  - 11.1.3. deliver to AT&T certificates of insurance stating the types of insurance and policy limits. CITY shall provide or will have the issuing insurance company provide at least thirty (30) days (ten (10) days for non-payment of premium) advance written notice of cancellation, non-renewal, or material reduction in coverage, terms, or limits to AT&T. CITY shall deliver such certificates prior to execution of this AGREEMENT, prior to expiration of any insurance policy required in this Section, and for any coverage maintained on a "claims-made" policy, for two (2) years following the TERM.
- 11.2. The PARTIES agree:
- 11.2.1. the failure of AT&T to demand such certificate of insurance or failure of AT&T to identify a deficiency will not be construed as a waiver of CITY's liability to AT&T under this AGREEMENT;
  - 11.2.2. that the insurance required under this AGREEMENT does not represent that coverage and limits will necessarily be adequate to protect CITY;
  - 11.2.3. CITY may meet the required insurance coverages and limits with any combination of primary and umbrella/excess liability;
  - 11.2.4. CITY is responsible for any deductible or self-insured retention; and
  - 11.2.5. that limits required are minimums only and do not impose a limitation or restriction on available insurance coverage to additional insured(s).
- 11.3. The insurance coverage required by this Section includes:
- 11.3.1. Workers' compensation insurance with benefits afforded under the laws of the state in which the services are to be performed and employers liability insurance with minimum limits of one million dollars (\$1,000,000) for bodily injury-each accident; one million dollars (\$1,000,000) for bodily injury by disease-policy limits and one million dollars (\$1,000,000) for bodily injury by disease-each employee (in Ohio, Washington, North Dakota or Wyoming, stop gap employers liability limits not less than one million dollars (\$1,000,000) each accident or disease will be added) to the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T, its affiliates and their directors, officers and employees.
  - 11.3.2. Commercial general liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage covering bodily injury and property damage with minimum limits of: one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) general aggregate; one million dollars (\$1,000,000) each accident for personal injury and advertising injury, two million dollars (\$2,000,000) products/completed operations aggregate; and fire legal liability of three hundred thousand dollars (\$300,000);
    - 11.3.2.1. The Commercial General Liability insurance policy must:
      - (i.) include AT&T, its Affiliates, and their directors, officers, and employees as Additional Insured. Supplier shall provide a copy of the Additional Insured endorsement to AT&T. The Additional Insured endorsement may either be specific to AT&T or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) days of execution of this Agreement and within sixty (60) days of each Commercial General Liability policy renewal;

### Proprietary Information

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- (ii.) include a waiver of subrogation in favor of AT&T, its Affiliates, and their directors, officers and employees; and
- (iii.) be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.

11.3.3. Business Automobile liability insurance with minimum limits of one million dollars (\$1,000,000) combined single limits per accident for bodily injury and property damage, which coverage shall extend to all owned, hired, and non-owned vehicles;

11.3.4. Professional Liability/Errors and Omissions coverage inclusive of media liability coverage with limits of one million dollars (\$1,000,000) each claim or wrongful act; and

11.3.5. Umbrella/Excess liability insurance of one million dollars (\$1,000,000) per occurrence and in the aggregate.

**12. Limitation of Liability.** Except with respect to claims based on the indemnity, infringement, and confidentiality obligations set forth in this AGREEMENT, neither PARTY will be liable for consequential, incidental, special or punitive damages, or for loss of revenue or profit in connection with the performance or failure to perform this AGREEMENT regardless of whether such liability arises from breach of contract, tort or any other theory of liability. AT&T's participation and responsibility under this AGREEMENT is limited solely to the role of a sponsor and AT&T shall have no responsibility or liability whatsoever outside of that responsibility including the safety of CITY'S facilities or the operations for which/where any event(s) take place. Moreover, AT&T's total liability shall be limited to total amounts paid under this AGREEMENT.

**13. Termination Rights:**

13.1. **Breach.** In addition to all rights and remedies available under applicable LAW and this AGREEMENT, including but not limited to the right to seek specific performance, AT&T shall have the right, but not the obligation, to terminate the AGREEMENT if CITY breaches any provision of this AGREEMENT and such breach is not cured within ten (10) days after receiving written notice of such breach.

13.2. **Other Termination Events.** In addition to all rights and remedies available under the LAW and this AGREEMENT, including but not limited to the right to seek specific performance, AT&T shall have the automatic right, but not the obligation, to terminate this AGREEMENT in its entirety and without providing any cure opportunity by providing written notice to CITY in the following situations:

13.2.1. CITY's executive(s), manager(s), employees, or any persons associated with CITY, the EVENT, is arrested or charged with a criminal offense involving moral turpitude or fraud or engages in conduct that brings CITY or the EVENT into public disrepute or which conduct injures the potential commercial success of AT&T and/or of AT&T's products and services.

13.2.2. CITY enters into or publicly announces an agreement to relocate the EVENT, events surrounding the EVENT, or venue(s) for which the EVENT is held.

13.2.3. To the extent there is any change in policy, rule, requirement, or other obligation that CITY is subject to, that adversely affects AT&T's benefits and enjoyment of rights under this AGREEMENT.

13.2.4. As permitted in Section 14 Force Majeure.

13.2.5. CITY or the rights to the EVENT is acquired by an AT&T competitor.

13.2.6. CITY fails to function as a going concern or to operate in the ordinary course of business.

13.3. **Termination.** In the event of a termination or expiration of this AGREEMENT:

13.3.1. Except as may be otherwise provided herein, immediately upon termination or expiration of this AGREEMENT, each PARTY shall cease displaying the other PARTY's MARKS, and AT&T shall cease displaying the EVENT MARKS in any promotional materials; provided, however, that AT&T shall have a reasonable time period after the end of the TERM or termination of this AGREEMENT, not exceeding ninety (90) days, to remove or obscure (as a preliminary measure) all then-existing EVENT MARKS and AT&T shall have no obligation to delete, remove or obscure social media posts that were posted during the TERM but shall be prohibited from further promoting or amplifying such posts after termination or expiration of the AGREEMENT.

13.3.2. Either CITY shall immediately return any funds paid to it by AT&T for rights or benefits which have not yet been performed or delivered to AT&T's satisfaction, or AT&T shall immediately pay any funds due CITY for such rights or benefits which have been performed or delivered prior to termination which have not yet been paid for by AT&T, as the case may be. AT&T shall also be entitled to any actual costs, expenditures, or like compensation related to any out-of-pocket expenses in money or in kind used in conjunction with its rights afforded under this AGREEMENT that are rendered worthless or unusable due to the early termination.

**14. Force Majeure:**

14.1. Subject to the provisions of this clause, neither PARTY shall be deemed in default of this AGREEMENT to the extent that any delay or failure in the performance of its obligations results from any cause beyond

**Proprietary Information**

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the non-performing PARTY's control and without such PARTY's fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, strikes, or lockouts ("FORCE MAJEURE").

- 14.2. If any FORCE MAJEURE condition affects CITY's ability to perform its obligations set forth in this AGREEMENT in whole or in part, then AT&T may:
- 14.2.1. suspend the payment of RIGHTS FEES for the duration of the FORCE MAJEURE condition, provided, however, that the PARTIES shall otherwise perform all other obligations set forth in this AGREEMENT that are not affected by such FORCE MAJEURE condition;
  - 14.2.2. Within ten (10) days following the conclusion of the FORCE MAJEURE condition, the PARTIES shall commence good faith negotiations respecting the consideration that CITY shall provide to AT&T in relation to the rights and benefits not received by AT&T due to the FORCE MAJEURE condition, which consideration may include, without limitation, any or all of the following: make-good benefits, an extension of the TERM, and/or a reduction or refund of Fees ("FORCE MAJEURE RESOLUTION"); and
  - 14.2.3. If the PARTIES cannot agree on a FORCE MAJEURE RESOLUTION within thirty (30) days following the conclusion of the FORCE MAJEURE condition, then AT&T may terminate this AGREEMENT.
- 14.3. If the FORCE MAJEURE condition lasts longer than a total of ninety (90) days, then either PARTY may terminate this AGREEMENT.

**15. Entire Agreement.** This AGREEMENT, including all attachments referenced and incorporated herein constitutes the entire agreement between the PARTIES. As such, this AGREEMENT supersedes all prior communications and agreements related to the EVENT, and this AGREEMENT shall not be modified except by a writing signed by both PARTIES.

**16. Confidentiality:**

- 16.1. This AGREEMENT is confidential and neither PARTY is authorized to release, or otherwise make public any details of the terms and conditions of this AGREEMENT except as may be mutually agreed to in writing. The PARTIES acknowledge that the disclosure of confidential and proprietary information could cause the providing PARTY of confidential information or the non-disclosing PARTY of confidential information harm for which an adequate and/or quantifiable remedy would not exist at LAW. Therefore, the providing PARTY of confidential information or the non-disclosing PARTY of confidential information will be entitled, as a non-exclusive remedy, to seek injunctive relief for any breach of this Section.
- 16.2. If either PARTY is required by LAW or legal process (e.g., by interrogatories, requests for information or documents, subpoena, testimony, civil investigative demand or similar process) to disclose any confidential and proprietary information, it will, to the extent not expressly prohibited by the LAW, immediately notify the other PARTY in writing of such requirement, and cooperate with all efforts by the other PARTY to seek an appropriate protective order or to object to such request prior to disclosing any confidential and proprietary information.

**17. Cumulative Remedies.** Except as specifically identified as AT&T or CITY's sole remedy, any rights or remedies prescribed in this AGREEMENT are cumulative and are not exclusive of any other remedies to which a PARTY may be entitled to at LAW, in contract, or in equity. Neither PARTY shall retain the benefit of inconsistent remedies.

**18. Governing Law.** The interpretation and enforcement of this AGREEMENT shall be governed by the laws of the State of Texas without regard to the conflict of laws thereof. The PARTIES consent to the jurisdiction of the Federal Court for the Northern District of Texas with respect to the adjudication of any matters arising under or in connection with this AGREEMENT. The Federal Court for the Northern District of Texas shall have sole jurisdiction of any controversies regarding this AGREEMENT. The PARTIES waive any and all objections to venue in those courts and hereby submit to the jurisdiction of those courts.

**19. Assignment.** This AGREEMENT shall be binding upon and shall inure to the benefit of the PARTIES hereto, AT&T's AFFILIATES, and their respective successors and assigns. AT&T shall have the right to assign this AGREEMENT to any present or future AFFILIATE, without securing the consent of CITY, and AT&T may grant to any such assignee the same rights and privileges that AT&T enjoys hereunder.

**20. Notices.** Any notice pertaining to this AGREEMENT shall be in writing (unless an email address is provided) and shall be transmitted either by registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service to the respective PARTIES at the following addresses as either PARTY may designate in writing to the other PARTY:

**Proprietary Information**

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If to CITY: City of Westlake  
4001 Seminole Pratt Whitney Rd.  
Westlake, FL 33470  
Attention: Zoie Burgess, Zburgess@westlakegov.com

If to AT&T: AT&T  
6500 W. Loop S., Floor 4  
Bellaire, TX 77401  
Attention: Danilo Yopez – Lead Marketing Manager, dy6221@att.com

With Copies to: AT&T  
208 S. Akard Street  
Dallas, TX 75202  
Attention: Legal Department – Corporate Sponsorships

**21. Offshore Work Prohibited.** There are no services being provided to AT&T under this AGREEMENT from a location outside of the United States.

**22. Independent Contractors and Work Done by Others:**

- 22.1. The PARTIES are and shall be independent contractors to one another, and nothing herein shall be deemed to create an agency, partnership, employment, or joint venture between the PARTIES.
- 22.2. Each PARTY's personnel shall be considered solely employees or agents of that PARTY and not employees or agents of the other PARTY.
- 22.3. Where a portion of the work is approved to be subcontracted, CITY remains fully responsible for performance thereof and shall be responsible to AT&T for the acts and omissions of any subcontractor. Nothing in this AGREEMENT shall create any contractual obligation or other liability of AT&T to any subcontractor or its employees. CITY agrees to bind every subcontractor to terms consistent with the terms of this AGREEMENT.

**23. Survival of Obligations.** Obligations and rights under this AGREEMENT, which by their nature would reasonably continue beyond the termination, cancellation or expiration of this AGREEMENT (including, but not limited to those in Sections: 5. (Representations and Warranties), 6. (Rights Fees), 10. (Indemnity), 11. (Insurance), 12. (Limitation of Liability), 16. (Confidentiality), 18. (Governing Law), 23. (Survival of Obligations) will survive the termination, cancellation or expiration of this AGREEMENT.

**24. Execution of Agreement.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the PARTIES to the same extent as that of an original signature. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

**Signature Page to Follow**

**Proprietary Information**

The information contained in this AGREEMENT is not for use or disclosure to any third party, except under written agreement by the contracting PARTIES.

Signature Page

In Witness Whereof, the PARTIES have caused this AGREEMENT to be executed as of the EFFECTIVE DATE.

City of Westlake

AT&T Mobility LLC  
By: AT&T Mobility Corporation  
Its Manager

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Proprietary Information

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**Attachment A – SPONSORSHIP RIGHTS**

**I. AT&T Sponsorship Rights for the City of Westlake 5K January 25, 2025 (“EVENT”):**

1. AT&T’s MARK on all event Marketing materials.
2. AT&T will receive verbal recognition throughout the 5K event.
3. AT&T’s MARK to be included in one email blast to City of Westlake residents.
4. AT&T’s MARK to be included on the City of Westlake’s website, including two (2) social media mentions.
5. AT&T’s MARK on race day t-shirts (medium logo/lettering on back).
6. AT&T will have the ability to provide one company promotional sample or branded swag item for each participant bag, number of bags to be mutually agreed upon by both Parties.
7. AT&T will receive five (5) 5K entries.
8. AT&T will receive a 10x10 vendor booth at the 5K event.

**Proprietary Information**

The information contained in this AGREEMENT is not for use or disclosure to any third party, except under written agreement by the contracting PARTIES.

**Attachment B – EVENT MARKS**

**Proprietary Information**

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## **Addendum to Sponsorship Agreement**

The following shall be included as part of the Sponsorship Agreement (“Agreement”) between the **City of Westlake**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 4001 Seminole Pratt Whitney Road, Westlake, FL 33470 (“CITY”) and AT&T Mobility, LLC, a Delaware limited liability company (“ATT”). In the event of any conflict between the language in the Agreement and this Addendum, the terms of this Addendum shall take precedence.

### 1. **Venue**

The venue for any and all actions or claims arising out of or related to this Agreement shall be in Palm Beach County, Florida.

### 2. **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.

### 3. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither ATT nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. ATT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. ATT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. ATT further agrees that ATT will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

### 4. **Assignments; Amendments**

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by ATT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of ATT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

### 5. **Public Records**

5.1 The City of Westlake is a public agency subject to Chapter 119, Florida Statutes. ATT shall comply with Florida’s Public Records Law. Specifically, ATT shall:

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



5.1.2 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;

5.1.3 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, ATT shall destroy all copies of such confidential and exempt records remaining in its possession after ATT transfers the records in its possession to the CITY; and

5.1.4 Upon completion of the Agreement, ATT shall transfer to the CITY, at no cost to the CITY, all public records in ATT’s possession. All records stored electronically by ATT 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.

5.2 The failure of ATT 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 ATT HAS QUESTIONS REGARDING THE APPLICATION OF  
CHAPTER 119, FLORIDA STATUTES, TO ATT’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](mailto:zburgess@westlakegov.com)**

5.3 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.

**6. Notice**

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For



8.2.2 Is engaged in business operations in Syria.

9. **E-Verify**

ATT 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.

9.1 Definitions for this Section:

9.1.1 “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, ATT.

9.1.2 “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.

9.1.3 “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.

9.2 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:

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

9.2.2 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

9.2.3 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.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS OF THE FOREGOING**, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF WESTLAKE, FLORIDA

ATTEST:

\_\_\_\_\_  
ZOIE BURGESS  
CITY CLERK

BY: \_\_\_\_\_  
KENNETH CASSEL  
CITY MANAGER

APPROVED AS TO FORM.

\_\_\_\_\_  
Name: \_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**ATT:**  
AT&T Mobility LLC, a Delaware limited liability  
company

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

4905-8919-4505, v. 1