

CITY OF WESTLAKE



AGENDA

City Council Regular Meeting

Tuesday, October 06, 2026, at 6:00 PM

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

Live Broadcasting:

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

Meeting ID: 2632 888 9851 | Password: hello

or

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

CITY COUNCIL:

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

CITY STAFF:

Howard W. Brown, Jr., ICMA-CM, City Manager
Zoie P. Burgess, CMC, City Clerk
Donald J. Doody, Esq., City Attorney
Osniel Leon, AICP, Planning and Zoning
Suzanne Dombrowski, P.E., ENV SP, Engineering

[TENTATIVE: SUBJECT TO REVISION]

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

PUBLIC COMMENTS

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

CONSENT AGENDA

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

- [A.](#) MINUTES_City Council Regular Meeting - 09.01.2026 DRAFT
- [B.](#) MINUTES_City Council Workshop - Strategic Planning 09.08.2026 DRAFT
- [C.](#) MINUTES_City Council First Budget Hearing 09.08.2026 DRAFT
- [D.](#) MINUTES_City Council Special Meeting 09.14.2026 DRAFT
- [E.](#) MINUTES_City Council Final Budget Hearing 09.14.2026 DRAFT
- [F.](#) Financial Statements - August 2026

PRESENTATIONS/PROCLAMATIONS

- A. 9-1-1 Emergency Communications Working in your Community
Presented by: Supervisor Meredith Jacobs
- B. Presentation - Palm Beach County Library System
Presented by: Douglas Crane, Director - Palm Beach County Library System
- [C.](#) Proclamation 2026-19- Florida City Government Week October 2026
- [D.](#) Proclamation 2026-20 - National Breast Cancer Awareness Month

PUBLIC HEARING - QUASI JUDICIAL

- [A.](#) **MSP-2026-06:** The applicant is requesting approval of a Master Sign Plan for Chase Bank, located at 5040 Seminole Pratt Whitney Road within Grove Market Plaza. The proposed Master Sign Plan includes three wall signs located on the north, east, and west elevations of the principal structure and one ATM sign located on the south elevation. The application includes a request to waive Section

113-11 of the City Code to permit three wall signs where a maximum of two wall signs is otherwise permitted.

Submitted By: Planning and Zoning

PUBLIC HEARING

- [A.](#) Second Reading: Ordinance No. 2026-10 amending Chapter 24 of the City of Westlake Code of Ordinances to create Section 24-30, "School Zone Speed Detection Systems," authorizing the placement, installation, and operation of School Zone Speed Detection Systems (SDS) and establishing enforcement and hearing procedures consistent with Section 316.008(9), Florida Statutes.

Submitted By: City Manager

ORDINANCE 2026-10

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING CHAPTER 24 ENTITLED "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES BY SPECIFICALLY CREATING SECTION 24-30 ENTITLED "SCHOOL ZONE SPEED DETECTION SYSTEMS" OF ARTICLE II ENTITLED "TRAFFIC ENFORCEMENT," TO AUTHORIZE THE PLACEMENT, INSTALLATION, AND OPERATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES, ESTABLISH TRAFFIC ENFORCEMENT PROCEDURES WHEN SPEED DETECTION SYSTEMS ARE UTILIZED FOR SCHOOL ZONE SPEED LIMIT VIOLATIONS, AND CREATE HEARING PROCEDURES RELATING TO SUCH SCHOOL ZONE SPEED LIMIT VIOLATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

- [B.](#) Resolution 2026-22 - Authorizing the City of Westlake to Piggyback on the City of Plantation Contract with RedSpeed Florida, LLC for School Zone Speed Detection Services and Approval of the Piggyback Agreement.

Submitted By: City Manager

RESOLUTION 2026-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING THE PIGGYBACKING OF CITY OF PLANTATION CONTRACT NO. 005-24 WITH REDSPEED FLORIDA, LLC FOR SCHOOL ZONE SPEED DETECTION SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NEW BUSINESS

- [A.](#) Auditor Selection Committee – Consideration and Appointment of Committee Members

Submitted By: City Clerk's Office

- [B.](#) Auditor Selection Committee – Consideration and Appointment of Chair

Submitted By: City Clerk's Office

RESOLUTION NO. 2026-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, PROVIDING FOR THE APPOINTMENT OF _____ AS THE CHAIR TO

THE WESTLAKE AUDITOR SELECTION COMMITTEE; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- C. Mutual Aid Agreement to Provide Natural Disaster Debris Removal, Reduction and Disposal Between the City of Westlake and Phillips Heavy, Inc.

Submitted By: Operations Coordinator

RESOLUTION NO. 2026-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THE MUTUAL AID AGREEMENT FOR HURRICANE / DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL WITH PHILLIPS HEAVY, INC.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND 12 PROVIDING AN EFFECTIVE DATE.

- D. Annual Ceremonial Proclamations List

Submitted By: City Clerk's Office

- E. Consideration and Approval of the City of Westlake 2026–2027 Strategic Plan

Submitted By: City Manager

RESOLUTION NO. 2026-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING THE 2026-2027 STRATEGIC PLAN FOR THE PURPOSE OF DEFINING THE CITY'S STRATEGIC PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

CITY COUNCIL COMMENTS

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

REPORT - STAFF

REPORT - CITY ATTORNEY

REPORT - CITY MANAGER

PUBLIC COMMENTS

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ADJOURNMENT

Next Meeting (Subject to Change or be Cancelled): **Regular City Council Meeting - November 10, 2026**

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: Thursday, October 1, 2026

File Attachments for Item:

A. MINUTES_City Council Regular Meeting - 09.01.2026 DRAFT

CITY OF WESTLAKE



MINUTES

City Council Regular Meeting

Tuesday, September 01, 2026 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
Erik Gleason, Council Member – Seat 2
Charlotte Leonard, Council Member – Seat 3

CITY STAFF:

Howard W. Brown, Jr., ICMA-CM, City Manager
Zoie Burgess, CMC, City Clerk
Donald J. Doody, City Attorney
Osniel Leon, AICP, Planning and Zoning
Suzanne Dombrowski, P.E., ENV SP, Engineering

A regular meeting of City Council of the City of Westlake was held on Tuesday, September 1, 2026, 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: 2632 888 9851

Password: hello

2. Participants also dialed in using phone with the following number:

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

Meeting ID: 2632 888 9851

CALL TO ORDER

Mayor O'Connor called the City of Westlake regular meeting of Tuesday, September 1, 2026, to order at 6:00 PM.

ROLL CALL

Present and constituting a quorum:

Councilman Gary Werner

Councilman Erik Gleason

Councilwoman Charlotte Leonard

Vice Mayor Greg Langowski

Mayor JohnPaul O'Connor

Also present:

Howard W. Brown, Jr., City Manager

Zoie Burgess, CMC, City Clerk

Jacob G. Horowitz, City Attorney

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.

Motion to approve the agenda as presented was made by Vice Mayor Langowski and seconded by Councilman Werner.

ROLL CALL

Councilman Werner YES

Councilman Gleason YES

Councilwoman Leonard YES

Vice Mayor Langowski YES

Mayor O'Connor YES

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

PUBLIC COMMENTS

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.

Public Comment – Ms. Dana Herst – West Palm Beach - Ms. Herst introduced herself as a government affairs professional and current candidate for the executive director position of the League of Cities of Palm Beach County. She stated that she had been visiting various municipalities throughout the county to meet residents, listen, and learn about individual community issues. She expressed pleasure at being in Westlake for the evening.

Public Comment – Ms. Danielle Brown – 15948 Whippoorwill Circle – Ms. Brown introduced herself as an accountant at Florida Krystal and noted that she had applied for the city's audit committee. She also shared a personal connection to the upcoming Red Speed agenda item, noting that her husband is a captain with the City of Plantation who implemented that city's school zone speed detection program, and found it meaningful that the program might now come to Westlake.

Public Comment – Ms. Jill Pierce - 5421 Saint Armands Way – Ms. Pierce stated he had never received a camera-generated ticket and raised concerns about the Red Speed item. He questioned the lack of prior ordinance changes and competing vendor proposals, whether school zone traffic studies had been completed, and why the city was using Plantation's procurement instead of issuing its own RFP. He also cited Wellington's later vendor selection process and expressed concern about potential city liability for challenges related to calibration or due process.

Public Comment – Ms. Alicia Torres – 5447 Whippoorwill Circle – Ms. Torres raised parking concerns at the Growth Market plaza, citing limited parking, Chase construction impacts, and developer parking waivers. She urged staff and council to be more cautious about granting waivers and said developers should provide adequate parking.

CONSENT AGENDA

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- A. Financial Statements July 2026
- B. MINUTES_City Council Regular Meeting - 07.16.2026 DRAFT
- C. MINUTES_City Council Budget Workshop - 08.04.2026 DRAFT
- D. MINUTES_City Council and Seminole Improvement District Joint Workshop - 08.04.2026 DRAFT
- E. MINUTES_City Council Regular Meeting - 08.04.2026 DRAFT

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

Motion by Councilman Gleason to approve the consent agenda as presented, seconded by Councilman Werner.

ROLL CALL

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

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

PRESENTATIONS/PROCLAMATIONS

A. 211 HelpLine Presentation

Presented By: Patrice Schroeder - Community Relations Specialist

Mayor O'Connor read Proclamation 2026-18 into the record prior to the 211 HelpLine presentation, declaring September 2026 as Suicide Prevention Awareness Month.

Ms. Schroeder, Ms. Schroeder, representing 211 Palm Beach and Treasure Coast, provided a presentation highlighting the organization's services, programs, and available resources for individuals in need of support.

B. Proclamation 2026-15 - Hispanic Heritage Month

Mayor O'Connor read Proclamation 2026-15 into the record, declaring September 15 through October 15, 2026, as National Hispanic Heritage Month.

C. Proclamation 2026-16 - Constitution Week

Mayor O'Connor read Proclamation 2026-16 into the record, noting that September 17, 2026, marks the 239th anniversary of the drafting and signing of the United States Constitution.

D. Proclamation 2026-17 - Patriots Day and National Day of Service and Remembrance

Mayor O'Connor read Proclamation 2026-17 into the record, proclaiming September 11, 2026 the 25th anniversary of the September 11, 2001 attacks as Patriot Day and National Day of Service and Remembrance.

E. Proclamation 2026-18 - Recognizing September 2026 as Suicide Prevention Awareness Month

F. Proclamation 2026-19 - Declaring September 2026 As Hunger Action Month

Mayor O'Connor read Proclamation 2026-19 into the record, recognizing Feeding South Florida's work since 1981 to address hunger and food insecurity in South Florida.

PUBLIC HEARING - QUASI JUDICIAL

- A. **MSP-2026-01:** The applicant is requesting approval of a Master Sign Plan for the Silver Lake residential development, located south of Persimmon Boulevard and east of Parcel T (The Estates), in the southeast corner of the City of Westlake. The applicant proposes three (3) Residential Pod Entry Monument Signs: two (2) mirrored signs at the main entrance, located on the north and south sides of the entrance, and one (1) sign at the secondary entrance. Additionally, the applicant proposes one (1) directional sign on private property directing residents to the recreation center.

Submitted By: Planning and Zoning

Mayor O'Connor introduced the item.

Mr. Horowitz swore in witnesses who would provide testimony. The council disclosed ex parte communications. Mayor O'Connor and Councilman Werner each disclosed prior meetings with applicant representatives in connection with the general Silver Lake project, though not recently and not specifically regarding the sign plan.

Mr. Leon presented the staff report on the Silver Lake site in the southeast corner of the city. Mr. Leon noted the request amends the previously approved master sign plan to add three residential entry monument signs and one recreation center directional sign, with five waivers. The waivers cover modified sign lengths and design deviations for the main and secondary entrances, plus a slight increase in copy area for the recreation center sign. Staff found no objections to the application.

Mr. Hearing, on behalf of GL Homes, presented the proposed signs for Silver Lake, an active adult (55+) community of just under 1,000 homes. Mr. Hearing described two matching main entrance signs, one secondary entrance sign, and one interior club sign. Mr. Hearing stated the main entrance sign is smaller and shorter than

the standard code example, is integrated into a larger water feature entrance design, and complies with regulated sign standards despite design deviations. Mr. Hearing also noted the secondary and club signs are modest in scale and consistent with the overall community design.

Mayor O'Connor opened for public comments.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber addressed the council briefly, expressing strong enthusiasm for GL Homes coming to Westlake. He used the occasion to commend the applicant's professional approach, bringing a complete master sign plan with appropriate waiver requests.

Mayor O'Connor opened for council discussion.

Motion by Councilman Werner to approve MSP-2026-01 as presented by staff and as applied for by the applicant, seconded by Councilman Gleason.

ROLL CALL

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

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

- B. MSP-2026-04:** The applicant is requesting Master Sign Plan approval for a 6.64-acre site for a Neighborhood Park use to be known as "Westlake Fieldhouse," located at the southeast corner of Town Center Parkway and Riverbend Road. The application includes one (1) directional/project-identification ground sign located on the subject property along Riverbend Road.

Submitted By: Planning and Zoning

Mayor O'Connor introduced the item.

Mr. Horowitz swore in all witnesses. Council members disclosed ex parte communications.

Mr. Leon presented the application for the 6.64-acre Westlake Fieldhouse site at Town Center Parkway and Riverbend Road. The request was for a master sign plan including one ground sign along Riverbend Road and one wall sign on the building, with two waivers: increasing the ground sign copy area from 16 to 22 square feet and reducing the required clear area for the wall sign. Staff found the signs compatible with Westlake's overall design and had no objections.

Mr. Hearing on behalf of Minto PBLH LLC, said the fieldhouse site plan was approved the previous month. Mr. Hearing explained that the proposed ground sign is categorized as a directional sign because the code does not include a residential ground sign category, and said its script lettering matches other Westlake amenity signage. Mr. Hearing also said the wall sign waiver was needed because, although the sign is centered within its architectural panel, it does not meet the required clear area when measured against the full building length. Staff supported the waiver. He added that construction is expected to begin in the first quarter and take at least a year.

Mayor O'Connor opened for public comments.

Mayor O'Connor opened for council discussion.

Motion by Councilman Gleason to approve MSP-2026-04, seconded by Councilman Werner.

ROLL CALL

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

Councilwoman Leonard YES

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

Fire Rescue provided their monthly report.

PBSO provided their monthly report.

PUBLIC HEARING

- A. Consideration of Ordinance No. 2026-10 on first reading, amending Chapter 24 of the City of Westlake Code of Ordinances to create Section 24-30, "School Zone Speed Detection Systems," authorizing the placement, installation, and operation of School Zone Speed Detection Systems (SDS) and establishing enforcement and hearing procedures consistent with Section 316.008(9), Florida Statutes.

Submitted By: City Manager

ORDINANCE NO. 2026-10

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING CHAPTER 24 ENTITLED "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES BY SPECIFICALLY CREATING SECTION 24-30 ENTITLED "SCHOOL ZONE SPEED DETECTION SYSTEMS" OF ARTICLE III ENTITLED "TRAFFIC ENFORCEMENT," TO AUTHORIZE THE PLACEMENT, INSTALLATION, AND OPERATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES, ESTABLISH TRAFFIC ENFORCEMENT PROCEDURES WHEN SPEED DETECTION SYSTEMS ARE UTILIZED FOR SCHOOL ZONE SPEED LIMIT VIOLATIONS, AND CREATE HEARING PROCEDURES RELATING TO SUCH SCHOOL ZONE SPEED LIMIT VIOLATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Horowitz read the ordinance title into the record.

Red Speed representative Ms. Natalie Otto provided a brief presentation on the program.

Council discussion.

Mayor O'Connor opened for public comments.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber asked about citations involving multiple drivers and whether repeated violations tied to one plate could affect registration. Councilman Gleason said he would confirm whether seizure-of-tag procedures used for red light cameras also apply to school zone speed cameras. Ms. Otto added that a non-driver may submit an affidavit, and unpaid citations become uniform traffic citations after 30 days.

Public Comment – Ms. Alicia Torres – 5447 Whippoorwill Circle – Ms. Torres asked whether citations go on a person's driving record. Ms. Otto confirmed that school zone speed citations are civil citations, only no points are assessed and insurance is unaffected.

Public Comment – Ms. Jill Pierce – 5421 Saint Armands Way – Ms. Pierce urged the council to solicit public input before moving forward, questioned why only one vendor was being considered, and asked whether Red Speed's speed study would be followed by an RFP process open to other vendors.

Motion by Councilman Gleason to approve Ordinance No. 2026-10 on first reading, seconded by Councilwoman Leonard.

ROLL CALL

Mayor O'Connor YES

Councilman Werner YES

Councilman Gleason	YES
Councilwoman Leonard	YES
Vice Mayor Langowski	YES

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

NEW BUSINESS

A. Resolution 2026-21 – Legal Holidays

Submitted By: City Clerk's Office

RESOLUTION 2026-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, DESIGNATING LEGAL HOLIDAYS WHEREIN THE CITY OF WESTLAKE WILL NOT BE OPEN FOR NORMAL BUSINESS HOURS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Horowitz read the resolution title into the record.

Ms. Burgess summarized that at the August 4th joint workshop, the council had provided consensus on the days the city would be closed for legal holidays, and that this resolution formally designates those holidays.

Motion by Councilman Gleason to approve Resolution 2026-21 as presented, seconded by Vice Mayor Langowski.

ROLL CALL

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

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

B. Discussion, Consideration and Authorization of City Manager to negotiate and execute an agreement for a Municipal Digital Resident Engagement and Customer Service Platform

Submitted By: Mayor O'Connor

Mayor O'Connor introduced the item.

Mayor O'Connor provided a brief presentation on this Municipal Digital Resident Engagement and Customer Service Platform.

Mayor O'Connor opened for council discussion.

Mayor O'Connor opened for public comments.

Public Comment – Ms. Darline Winewski – 5948 Buttonbush Dr. – Ms. Winewski argued that call volume data alone would undercount the need, as many residents currently seek information through informal channels texting the mayor, asking on social media, or querying neighbors and receive misinformation. She supported the platform as a reliable, city-endorsed, always available information resource.

Public Comment – Ms. Alicia Torres – 5447 Whippoorwill Circle – Ms. Torres echoed similar sentiments, noting that both the mayor and the city's lifestyle director field a very high volume of informal inquiries and that the platform would relieve that burden.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber sought clarification on the process, asking whether the council would vote first on whether to pursue the idea and then have the city manager provide information. Mayor O'Connor confirmed that the consensus reached is for the city manager to do the due diligence and return to the council with a recommendation at a future meeting.

The council reached consensus to have the city manager research and solicit proposals for a municipal digital resident engagement and customer service platform and return with a recommendation for future council consideration.

- C. Resolution 2026-22 - Authorizing the City of Westlake to Piggyback on the City of Plantation Contract with RedSpeed Florida, LLC for School Zone Speed Detection Services and Approval of the Piggyback Agreement.

Submitted By: City Manager

RESOLUTION 2026-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING THE PIGGYBACKING OF CITY OF PLANTATION CONTRACT NO. 005-24 WITH REDSPEED FLORIDA, LLC FOR SCHOOL ZONE SPEED DETECTION SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Horowitz read the resolution title into the record.

Council discussion.

Motion by Councilman Werner to table Resolution 2026-22 to the October 6, 2026 City Council meeting, seconded by Councilwoman Leonard.

ROLL CALL

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

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

- D. Art In Public Places Advisory Board - Consideration and Appointment of Darline Winewski as an Alternate Advisory Board Member

Submitted By: City Clerk's Office

RESOLUTION NO. 2026-24

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

Mayor O'Connor introduced the item.

Mr. Horowitz read the resolution title into the record.

Mayor O'Connor opened for council discussion.

Motion by Vice Mayor Langowski to approve Resolution 2026-24, appointing Darline Winewski as an alternate member of the Art in Public Places Advisory Board, seconded by Councilman Gleason.

ROLL CALL

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

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

CITY COUNCIL COMMENTS

A. Councilwoman Charlotte Leonard expressed her anticipation of participating in the September 12th 5K walk/run event and the September 11th remembrance activities and encouraged the community to attend.

B. Councilman Erik Gleason clarified that seize-tag orders apply only to red light camera violations, not school zone speed citations, though unpaid school zone citations can become uniform traffic citations and may lead to license suspension. He emphasized child safety and urged the council to maintain decorum and professionalism.

C. Councilman Gary Werner echoed Council Member Gleason's remarks on decorum. He additionally suggested that when a mayor or council member wishes to advocate for a particular company or project, they should channel that advocacy through the city manager, and that all agenda items should be supported by complete, readable background information distributed in advance of meetings.

D. Vice Mayor Greg Langowski noted that on Friday, September 11th, at 6:30 PM, the 9/11 Remembrance and First Responder Group would be holding a ceremony outside of the meeting venue, to be followed on the morning of September 12th by the 5K walk and run.

E. Mayor JohnPaul O'Connor again apologized to the public and his colleagues for the loss of decorum during the Citi Bot discussion, saying it was the first time it had reached that level.

REPORT – STAFF

No comments.

REPORT - CITY ATTORNEY

No comments.

REPORT - CITY MANAGER

A. Discussion and Selection of Council Member to Serve as Chair of the Audit Selection Committee

Mr. Brown introduced the item, said the city needs to form its Audit Selection Committee and noted that two public applications had been received, with the application deadline approaching.

Mr. Horowitz explained that state law requires at least three members, including one council member serving as chair, with the remaining members drawn from the public and not employed by the city.

Council members discussed future appointments and agreed to help recruit additional applicants.

Ms. Burgess confirmed the vacancy notice had been posted and that applications are due September 14. It was also clarified that accounting or finance experience is preferred but not required.

PUBLIC COMMENTS

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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.

Public Comment – Ms. Alicia Torres – 5447 Whippoorwill Circle – Ms. Torres acknowledged Mayor O'Connor's apology for the earlier decorum issues but also addressed Councilman Werner, suggesting that his reaction during the exchange which she described as dismissive also contributed to the problem and reflected poorly on him as well. Ms. Torres then asked a separate question about where trauma helicopters would land in the area once the current open field is developed into the fieldhouse and Silver Lake neighborhoods. Councilman Gleason responded that helicopters have and will land in roadways when necessary, and that proximity to Fire Station 22 is a key factor in landing site selection given the requirement for a fire truck to be on scene.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber expressed excitement about the September 11th remembrance ceremony and 5K event, noting that media organizations including Westlake Magazine and the Palm Beach Post were expected to attend. He spoke enthusiastically about the sponsorships he had personally secured for the event and expressed hope that it would grow in future years.

ADJOURNMENT

There being no further business, Mayor O'Connor adjourned the meeting at 8:42 PM.

Zoie P. Burgess, City Clerk

JohnPaul O'Connor, Mayor

File Attachments for Item:

B. MINUTES_City Council Workshop - Strategic Planning 09.08.2026 DRAFT

CITY OF WESTLAKE



MINUTES

City Council Workshop - Strategic Planning

Tuesday, September 08, 2026 at 4:30 PM

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

CITY COUNCIL:

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

CITY STAFF:

Howard W. Brown, Jr., ICMA-CM, City Manager
Zoie Burgess, CMC, City Clerk
Donald J. Doody, City Attorney
Osniel Leon, AICP, Planning and Zoning
Suzanne Dombrowski, P.E., ENV SP, Engineering

A City Council Workshop – Strategic Planning of the City of Westlake was held on Tuesday, September 08, 2026, at 4:30 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 751 9420

Password: hello

2. Participants also dialed in using phone with the following number:

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

Meeting ID: 2869 751 9420

CALL TO ORDER

Mayor O'Connor called the City of Westlake Workshop - Strategic Planning meeting of Tuesday, September 8, 2026, to order at 4:30 PM.

ROLL CALL

Present and constituting a quorum:

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

Also present:

Howard W. Brown, Jr., City Manager
Zoie Burgess, CMC, City Clerk

Councilwoman Leonard was absent during Roll Call and arrived at the meeting at 4:41PM.

PLEDGE OF ALLEGIANCE

Mayor O'Connor led the Pledge of Allegiance.

STRATEGIC PLANNING WORKSHOP AGENDA

- A. Strategic Plan Review, Assessment of Progress, and Establishment of City Council Priorities

Mayor O'Connor introduced the item.

Mr. Brown opened the workshop to review the strategic plan adopted previously and to evaluate whether the City's vision, mission, values, and goals remained relevant, while also identifying new council priorities.

Mr. Brown also reviewed the City's core values. Discussion clarified that responsible stewardship was intended to include both careful use of taxpayer dollars and broader stewardship of the city, including adherence to proper procedures. The Council agreed the values remained consistent with their intent.

For technology and innovation, the Council agreed the Westlake app has been launched but should be enhanced, particularly with service-request features such as geotagging. The Council also supported redesigning the City's website and reframing the goal under a broader technology and innovation heading.

Discussion of a possible Public Information Officer was deferred for future consideration.

The Council agreed that establishing a city hall remains an active goal and that installing public safety technology should also remain in place without change.

Regarding road interconnectivity, the Council agreed the goal remains active despite some completed actions, including a prior supporting resolution. Members emphasized continued advocacy, including county-level engagement.

For the city park, Mr. Brown reported that Phase 1 state funding had been secured and coordination with SID remains ongoing. The Council agreed to continue pursuing funding for later phases through grants, appropriations, partnerships, sponsorships, and donations. Members also supported renewed community engagement to confirm that the existing park plan still reflects current resident preferences, potentially through a survey or similar outreach.

As new priorities, the Council discussed charter review, including possible revisions related to charter officers, compensation structure, and benefits. The Council agreed the first step should be a council workshop to identify specific provisions for possible amendment, with any broader public engagement to follow.

The Council also agreed to develop a formal decorum policy to clarify meeting conduct and public comment procedures, including the practice of receiving public comment without immediate council response.

Mr. Brown proposed developing a cost recovery model for development services. The Council supported reviewing revenues, expenditures, and consultant accountability, particularly where contractor or consultant errors create avoidable costs for the City.

On the city hall facility, the Council agreed to move forward with an RFP for a temporary modular city hall on City-owned property, with proposals to include site work and utility connections. Councilmembers agreed this would provide reliable cost information for future decision-making.

Finally, the Council agreed to schedule a separate workshop to review the InfraMark contract in detail and supported adding a broader strategic goal focused on innovation, efficiency, and future readiness.

CITY COUNCIL COMMENTS

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

CITY ATTORNEY COMMENTS

No Comments.

CITY MANAGER COMMENTS

No Comments.

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.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber commented on several workshop topics. Mr. Farber suggested exploring modular city hall units that could later be incorporated into a permanent facility rather than discarded. Mr. Farber also questioned whether workshops would draw enough participation on charter and park issues and recommended a citizen advisory committee and a mailed resident survey as potentially more representative outreach method.

ADJOURNMENT

There being no further business, Mayor O'Connor adjourned the meeting at 5:55 PM.

Zoie P. Burgess, CMC, City Clerk

JohnPaul O'Connor, Mayor

File Attachments for Item:

C. MINUTES_City Council First Budget Hearing 09.08.2026 DRAFT

CITY OF WESTLAKE



MINUTES

City Council First Budget Hearing

Tuesday, September 08, 2026 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
Erik Gleason, Council Member – Seat 2
Charlotte Leonard, Council Member – Seat 3

CITY STAFF:

Howard W. Brown, Jr., ICMA-CM, City Manager
Zoie Burgess, CMC, City Clerk
Donald J. Doody, City Attorney
Osniel Leon, AICP, Planning and Zoning
Suzanne Dombrowski, P.E., ENV SP, Engineering

A City Council First Budget Hearing of the City of Westlake was held on Tuesday, September 08, 2026, 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: 2866 235 0028

Password: hello

2. Participants also dialed in using phone with the following number:

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

Meeting ID: 2866 235 0028

CALL TO ORDER

Mayor O'Connor called the City of Westlake First Budget Hearing meeting of Tuesday, September 8, 2026, to order at 6:01 PM.

ROLL CALL

Present and constituting a quorum:

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

Also present:

Howard W. Brown, Jr., City Manager
Zoie Burgess, CMC, City Clerk
Sean M. Swartz, City Attorney

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.

Motion by Vice Mayor Langowski to approve the agenda as presented, seconded by Councilwoman Leonard.

ROLL CALL

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

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

FIRST BUDGET PUBLIC HEARING

A. RESOLUTION 2026-25 - Approval of Tentative Millage Rate for Fiscal Year 2027

Submitted By: Finance

RESOLUTION 2026-25

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE OF _____ FOR THE CITY'S GENERAL OPERATING FUND FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2026, ENDING ON SEPTEMBER 30, 2027; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Swartz read Resolution 2026-25 by title into the record.

Mr. Brown provided a quick introduction of financial consultant Mr. Bloom.

Mr. Bloom explained the two-hearing budget process required by Florida law. Mr. Bloom stated that the tentative millage rate adopted at this hearing would be advertised and could be lowered, but not increased, at the final hearing.

Mr. Bloom reviewed the three millage options previously discussed by the Council 4.64, 4.59, and 4.55.

Mayor O'Connor opened council discussion

Council discussion.

Mayor O'Connor opened for public hearing.

Public Comment – Mr. Alvaro Perez – 15909 Orchard Drive - Mr. Alvaro asked why the Council would adopt 4.59 when the lower options of 4.55 or 4.56 were available, and what the specific justification was for the difference between those figures. Mayor O'Connor reminded Mr. Perez that the public comment section is not a forum for back-and-forth dialogue and indicated that staff would follow up to address his questions.

Public Comment – Ms. Alfie Aiken – 5416 Liberty Lane – Ms. Aiken asked for clarification on the current millage rate, noting she was asking a technical question. She was advised that information would be provided.

Public Comment – Mr. John Yates – 5764 Lodgepole Lane – Mr. Yates expressed concern that when he purchased his property in Westlake, he was told that economies of scale would reduce costs as more residents joined the community. He stated he saw no evidence of this in the budget materials and that costs appeared to have only gone up.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber suggested a middle-ground approach, proposing a millage rate of 4.57 or 4.58 described informally as "splitting the difference" rather than holding at 4.59 or dropping to 4.55. He acknowledged the uncertainty surrounding the November referendum and framed his suggestion as a reasonable compromise.

Mayor O'Connor closed public hearing.

Mr. Bloom stated the proposed tentative millage rate is 4.59; and that a rate of 4.59 represents 7.08 percent above the rollback rate of 4.2866.

Motion by Councilman Werner to establish the millage rate for fiscal year 2027 at 4.59 mills, seconded by Councilwoman Leonard.

ROLL CALL

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

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

Motion by Councilman Gleason to approve Resolution 2026-25, seconded by Councilman Werner.

ROLL CALL

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

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

B. RESOLUTION 2026-26 - Approval of Tentative Budget for Fiscal Year 2027

Submitted By: Finance

RESOLUTION 2026-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING ON SEPTEMBER 30, 2027; DETERMINING AND FIXING THE AMOUNTS NECESSARY TO CARRY ON THE GOVERNMENT OF THE CITY FOR THE ENSUING YEAR; DETERMINING THE AMOUNT OF APPLICABLE FUNDS ON HAND; ESTIMATING RECEIPTS AND EXPENDITURES FOR ALL FUNDS, EXHIBIT "A"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Swartz read Resolution 2026-26 by title into the record.

Mr. Brown confirmed that the Council was being asked to approve the tentative budget on first reading, with a final hearing to follow.

Mr. Bloom clarified for the Council that, with the adoption of the 4.59 millage rate, the applicable budget document was Option B in the Council's packet found on page 6 of the budget document (page 9 of the file), captioned General Fund Based on 4.59 Millage.

Mayor O'Connor opened council discussion.

Council discussion.

Mayor O'Connor opened for public hearing.

Mayor O'Connor closed public hearing.

Motion by Councilman Werner, to approve Resolution 2026-06, seconded by Councilman Gleason.

ROLL CALL

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

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

PUBLIC HEARING - RESIDENTIAL SOLID WASTE ASSESSMENT

- A. Public Hearing on Resolution 2026-23 - Residential Solid Waste Services Annual Special Assessment

Submitted By: City Attorney's Office

RESOLUTION 2026-23

A RESOLUTION OF THE CITY OF WESTLAKE, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE SERVICES, IN THE CITY OF WESTLAKE, FLORIDA; APPROVING THE ASSESSMENT RATE FOR RESIDENTIAL SOLID WASTE SERVICES FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2026; IMPOSING A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF WESTLAKE FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2026; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Swartz read Resolution 2026-23 by title into the record.

Mayor O'Connor opened council discussion.

Council discussion.

Ms. Burgess advised that the City Clerk's office had received two letters by mail opposing and objecting to the residential solid waste services non-ad valorem assessment. Ms. Burgess noted that copies of both letters had been provided to the Council and would be entered into the public record. She further advised that the letters did not need to be read directly into the record, but that their existence and opposition were formally noted, and that copies would be available for review in the City Clerk's office.

Mr. Brown and Mayor O'Connor jointly clarified for the Council and the public the nature of the assessment. The assessment is a non-ad valorem special assessment not a new or separate bill which is levied annually.

Mayor O'Connor opened for public hearing.

Mayor O'Connor closed public hearing.

Motion by Councilwoman Leonard to adopt Resolution 2026-23, seconded by Councilman Gleason.

ROLL CALL

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

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

CITY COUNCIL COMMENTS

A. Councilwoman Charlotte Leonard – No comments.

B. Councilman Erik Gleason encouraged the community to attend events taking place the coming Friday and Saturday, noting that attendees should bring running shoes for Saturday's event.

C. Councilman Gary Werner – No comments.

D. Vice Mayor Greg Langowski reminded the public of the 9/11 Remembrance ceremony to be held Friday evening at 6:30 PM outside the venue, and the 5K race on Saturday morning.

E. Mayor JohnPaul O'Connor reflected on the City's recent participation in a community fundraiser in support of the Homes Coalition, at which he personally not on behalf of the City donated a basket. He noted the event raised over \$2,000, approaching \$3,000, and that the City of Westlake received a special public acknowledgment during the program. Mayor O'Connor also reminded the public of the 9/11 Memorial and the 5K race.

REPORT - CITY ATTORNEY

No Report.

REPORT - CITY MANAGER

No Report.

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.

Public Comment – Mr. John Yates – 5764 Lodgepole Lane – Mr. Yates expressed concern that the public could not engage in back-and-forth questioning during agenda items. Mayor O'Connor stated that questions could be asked and that staff would follow up. City Manager Brown noted that four prior budget workshops had been held and offered to speak with Mr. Yates after the meeting, explaining that the hearing format is governed by Florida law.

Public Comment – Mr. Alvaro Perez – 15909 Orchard Drive - Mr. Alvaro echoed concerns about public engagement and said he and other residents had not seen notice of the four prior budget workshops. He also reiterated his preference for a 4.55 millage rate. Mayor O'Connor acknowledged the concern, invited residents to contact him directly, and said staff would follow up.

Public Comment – Ms. Alfie Aiken – 5416 Liberty Lane – Ms. Aiken echoed concerns about notice and communication of the prior budget workshops and encouraged the City to improve outreach so more residents are aware of such meetings. She also urged the Council, before final adoption of the millage rate, to weigh both the uncertainty of the November referendum and the potential benefit of new commercial properties being added to the tax roll.

ADJOURNMENT

There being no further business, Mayor O'Connor adjourned the meeting at 6:29 PM.

Zoie P. Burgess, CMC, City Clerk

JohnPaul O'Connor, Mayor

File Attachments for Item:

D. MINUTES_City Council Special Meeting 09.14.2026 DRAFT

CITY OF WESTLAKE



MINUTES

City Council Special Meeting

Monday, September 14, 2026 at 5:00 PM

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

CITY COUNCIL:

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

CITY STAFF:

Howard W. Brown, Jr., ICMA-CM, City Manager
Zoie Burgess, CMC, City Clerk
Donald J. Doody, City Attorney
Osniel Leon, AICP, Planning and Zoning
Suzanne Dombrowski, P.E., ENV SP, Engineerin

A City Council Special Meeting of the City of Westlake was held on Monday, September 14, 2026, at 5:00 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: 2632 754 0662

Password: hello

2. Participants also dialed in using phone with the following number:

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

Meeting ID: 2632 754 0662

CALL TO ORDER

Mayor O'Connor called the City of Westlake Special meeting of Monday, September 14, 2026, to order at 5:00 PM.

ROLL CALL

Present and constituting a quorum:

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

Also present:

Howard W. Brown, Jr., City Manager
Zoie Burgess, CMC, City Clerk
Sean M. Swartz, City Attorney

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.

Motion by Vice Mayor Langowski to approve the agenda as presented, seconded by Councilman Werner.

ROLL CALL

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

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

PUBLIC COMMENTS

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.

Mayor O'Connor opened the floor for public comment.

Ms. Burgess reported that no public comment cards had been submitted. No members of the public came forward to speak.

PUBLIC HEARING

- A. SECOND READING:** Ordinance 2026-09 – Large-Scale Future Land Use Map Amendment to change the Future Land Use Map designation of approximately 22.617 acres from Downtown Mixed Use (DMU) to Residential-2 (R-2).

Submitted By: Planning and Zoning

ORDINANCE NO. 2026-09

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, SPECIFICALLY AMENDING A PORTION OF THE CITY OF WESTLAKE FUTURE LAND USE MAP AS A LARGE SCALE AMENDMENT; CHANGING THE FUTURE LAND USE DESIGNATION FROM DOWNTOWN MIXED USE CATEGORY TO RESIDENTIAL-2 CATEGORY ON PROPERTY DESIGNATED AS WESTLAKE WEST, MORE PARTICULARLY DESCRIBED HEREIN AND CONTAINING 22.617 ACRES MORE OR LESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Swartz read the ordinance by title only.

Mr. Leon delivered the staff presentation.

Mayor O'Connor opened the public hearing.

Mayor O'Connor opened for council discussion.

Motion by Councilman Werner to approve the second reading and adoption of Ordinance 2026-09 for the large-scale Future Land Use Map amendment as proposed, seconded by Councilwoman Leonard.

ROLL CALL

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

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

B. SECOND READING: Ordinance 2026-08 – Zoning Change (Westlake West)

Submitted By: Planning and Zoning

ORDINANCE NO. 2026-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING A REZONING OF APPROXIMATELY 22.617 ACRES LOCATED WITHIN WESTLAKE WEST, GENERALLY WEST OF SEMINOLE PRATT WHITNEY ROAD AND NORTH OF PERSIMMON BOULEVARD WEST, FROM THE MIXED USE (MU) ZONING DISTRICT TO THE RESIDENTIAL-2 (R-2) ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Swartz read the ordinance by title only.

Mr. Leon delivered the staff presentation.

Mayor O'Connor opened the public hearing.

Mayor O'Connor opened for council discussion.

Council discussion.

Motion by Councilman Werner to approve the second reading and adoption of Ordinance 2026-08 for the zoning change as recommended by staff, seconded by Councilman Gleason.

ROLL CALL

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

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

CITY COUNCIL COMMENTS

A. Councilwoman Charlotte Leonard – no comments.

B. Councilman Erik Gleason remarked that it had been a great weekend for the City, specifically calling out Friday and Saturday as outstanding. He expressed gratitude to Mr. Farber, thanking him for his attention and effort in making the events of both days a success.

C. Councilman Gary Werner – no comments.

D. Vice Mayor Greg Langowski echoed Councilman Gleason's sentiments regarding Mr. Farber and the events of the preceding Friday and Saturday. He additionally announced that the Education Advisory Board meeting was scheduled for that Thursday at 6:00 PM at the City offices, encouraging community awareness of the upcoming meeting.

E. Mayor JohnPaul O'Connor similarly echoed his colleagues praise, remarked that the turnout had been incredible, describing the ceremony as simultaneously somber and uplifting. He extended a "huge shout out" to Mr. Farber for bringing the ceremony forward, calling it "very, very, very well done."

Mayor O'Connor then shared that the following day he had participated in his very first 5K race. He described the event as featuring a huge turnout in support of a wonderful cause, and expressed genuine enthusiasm at having been able to participate for the first time.

REPORT – STAFF

No Comments.

REPORT - CITY ATTORNEY

No Comments.

REPORT - CITY MANAGER

Mr. Brown echoed the Council's comments regarding the weekend's events. He noted that most Council members had been present at the 9/11 Towers ceremony and that the 5K race had been well attended. He gave particular recognition to Yla Flores of City staff, describing her as "amazing" and crediting her with coordinating the entire effort surrounding the 5K.

Mr. Brown advised the Council that an after-action report would be prepared and shared publicly, providing details on the event's economics and outcomes. He noted the Council would have an opportunity to weigh in on the direction of future events.

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.

Mayor O'Connor opened the floor for a second round of public comment.

Ms. Burgess reported that no public comment cards had been received. No members of the public came forward to speak.

ADJOURNMENT

There being no further business, Mayor O'Connor adjourned the meeting at 5:14 PM.

Zoie P. Burgess, CMC, City Clerk

JohnPaul O'Connor, Mayor

File Attachments for Item:

E. MINUTES_City Council Final Budget Hearing 09.14.2026 DRAFT

CITY OF WESTLAKE



MINUTES

City Council Final Budget Hearing

Monday, September 14, 2026 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
Erik Gleason, Council Member – Seat 2
Charlotte Leonard, Council Member – Seat 3

CITY STAFF:

Howard W. Brown, Jr., ICMA-CM, City Manager
Zoie Burgess, CMC, City Clerk
Donald J. Doody, City Attorney
Osniel Leon, AICP, Planning and Zoning
Suzanne Dombrowski, P.E., ENV SP, Engineering

A City Council Final Budget Hearing of the City of Westlake was held on Tuesday, September 14, 2026, at 6:00 PM., at The Lodge at Westlake Adventure Park, 5490 Kingfisher Blvd. Members of the public also attended the meeting through electronic means and accessed as follows:

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

Meeting ID: 2868 856 1059

Password: hello

2. Participants also dialed in using phone with the following number:

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

Meeting ID: 2868 856 1059

CALL TO ORDER

Mayor O'Connor called the City of Westlake Final Budget Hearing meeting of Monday, September 14, 2026, to order at 6:00PM.

ROLL CALL

Present and constituting a quorum:

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

Also present:

Howard W. Brown, Jr., City Manager
Zoie Burgess, CMC, City Clerk
Sean M. Swartz, City Attorney

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.

Motion by Vice Mayor Langowski to approve the agenda as presented, seconded by Councilman Werner.

ROLL CALL

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

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

FINAL BUDGET HEARING

A. RESOLUTION 2026-27 – Adoption of Final Millage Rate for Fiscal Year 2027

Submitted By: Finance

RESOLUTION 2026-27

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, ADOPTING A FINAL MILLAGE RATE OF _____ FOR THE CITY'S GENERAL OPERATING FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Brown noted that the FY2026–27 budget process included three public workshops on June 30, July 14, and August 4, 2026, as well as public hearings on September 8 and September 14.

Mr. Bloom provided a summary overview of the budget and millage rate. Mr. Bloom noted that the tentative millage rate had been set at 4.59 mills at the first public hearing, and he emphasized that the final rate could not exceed that figure, though it could be set lower.

Mayor O'Connor opened council discussion.

Council discussion.

Mayor O'Connor opened for public hearing.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber addressed the Council. Mr. Farber stated he had been reviewing the budget and recalled that at the prior meeting, a comparison between the 4.60 and 4.59 millage rates had been presented. He asked whether the numerical difference between those two rates and even a potential rate of 4.8 was still available for the Council's consideration, referencing a prior discussion.

Public Comment – Ms. Alfie Aiken – 5416 Liberty Lane – Ms. Aiken urged the Council to balance continued investment in Westlake with the needs of residents on fixed incomes. Citing an increase in her assessed value and overall tax burden, she argued that city growth was already generating substantial new revenue and suggested a lower millage rate could ease the impact on current residents without undermining planned projects. Ms. Aiken expressed support for growth and key initiatives but encouraged the Council to manage that growth carefully and consider available budget reduction options.

Mayor O'Connor opened council discussion.

Council discussion.

Motion by Councilman Werner to approve a final millage rate of 4.59 mills as previously recommended, seconded by Councilman Gleason.

ROLL CALL

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

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

Mr. Swartz read Resolution 2026-27 by title into the record.

Mayor O'Connor stated that in accordance with Section 200.065, Florida Statutes, the City of Westlake's taxing authority rollback rate is 4.2866 mills, that the proposed final millage rate is 4.59 mills, and that this represents a 7.08 percent increase over the rollback rate.

Motion by Councilman Werner to adopt Resolution 2026-27, a Resolution of the City Council for the City of Westlake, Florida, adopting a final millage rate for the City's General Operating Fund for the fiscal year beginning October 1, 2026, and ending September 30, 2027, seconded by Councilman Gleason.

ROLL CALL

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

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

B. RESOLUTION 2026-28 - Adoption of Final Budget for Fiscal Year 2027

Submitted By: Finance

RESOLUTION 2026-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; DETERMINING AND FIXING THE AMOUNTS NECESSARY TO CARRY ON THE GOVERNMENT OF THE CITY FOR THE ENSUING YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Swartz read Resolution 2026-28 by title into the record.

Mr. Bloom confirmed that there were no changes in the budget compared to the version presented at the prior hearing, and that all relevant details had already been covered during the millage rate discussion.

Mayor O'Connor opened for public hearing.

Mayor O'Connor opened council discussion.

Motion by Councilman Werner to approve Resolution 2026-28 a Resolution of the City Council of the City of Westlake, Florida, adopting a final budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027, as presented by staff, seconded by Councilman Gleason.

ROLL CALL

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

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

CITY COUNCIL COMMENTS

A. Councilwoman Charlotte Leonard – no comments.

B. Councilman Erik Gleason – no comments.

C. Councilman Gary Werner – no comments.

D. Vice Mayor Greg Langowski – no comments.

E. Mayor JohnPaul O'Connor offered brief remarks, noting that while this was a different type of meeting with a larger than typical audience, he wished to recognize a resident Mr. Farber for his efforts in organizing the City's 9/11 memorial event.

Mayor O'Connor also noted that the following morning a 5K race was held, which he personally participated in for the first time.

REPORT - CITY ATTORNEY

No comments.

REPORT - CITY MANAGER

No comments.

PUBLIC COMMENTS AND REQUESTS

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.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber said he understood the millage decision in light of Amendment 3 and that, if the amendment does not pass, he expects next year's budget process to be improved and plans to stay engaged.

Public Comment – Ms. Alfie Aiken – 5416 Liberty Lane – Ms. Aiken commented on public engagement, noting that few residents were present and that the short time between budget hearings left little opportunity for staff follow-up or informed public participation. Ms. Aiken asked the City to improve the process by providing answers between meetings to encourage broader civic involvement.

ADJOURNMENT

There being no further business, Mayor O'Connor adjourned the meeting at 6:27 PM.

Zoie P. Burgess, CMC, City Clerk

JohnPaul O'Connor, Mayor

File Attachments for Item:

F. Financial Statements - August 2026



MEMORANDUM

TO: Members of the City Council, City of Westlake
FROM: Lucus McDonald, Accounting Supervisor
CC: Stephen Bloom, Vice President Finance
DATE: September 22, 2026
SUBJECT: August 2026 Financial Report

Please find attached the August 2026 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 Lucus McDonald at lmcdonald@azuria.com.

General Fund

- Total Revenues through August were approximately 98% of the annual budget. Collections of the FY2026 Ad Valorem Tax and Special Assessments were approximately 98% and 100%, respectively.
- Total Expenditures and Contingency through August were approximately 76% of the annual budget.

Special Revenue Fund – Housing Assistance Program

- Total Revenues through August were approximately 334% 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 August were approximately 47% of the annual budget.
- Total Expenditures through August were approximately 70% of the annual budget.

City of Westlake

Financial Report

August 31, 2026



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City of Westlake

Financial Statements

August 31, 2026

Balance Sheet
August 31, 2026

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS	TOTAL
ASSETS				
Cash - Checking Account	\$ 2,495,474	\$ -	\$ -	\$ 2,495,474
Cash Restricted for Donated Funds	275,521	-	-	275,521
Assessments Receivable	38,043	-	-	38,043
Due From Other Funds	2,877,662	-	-	2,877,662
Investments:				
Money Market Account	12,497,895	553,534	-	13,051,429
Other	-	3,363,696	-	3,363,696
Prepaid Items	379	-	-	379
Deposits	666	-	-	666
Mortgages Receivable	-	3,352,908	-	3,352,908
TOTAL ASSETS	\$ 18,185,640	\$ 7,270,138	\$ -	\$ 25,455,778
LIABILITIES				
Accounts Payable	\$ 107,597	\$ -	\$ 2,784	\$ 110,381
Accrued Expenses	-	2,587	120,000	122,587
DBPR surcharge	3,422	-	-	3,422
DCA surcharge	5,056	-	-	5,056
Impact Fees	376,212	-	-	376,212
Unearned Revenue	533,841	-	-	533,841
Due To Developer	-	-	93,801	93,801
Due To Other Districts	134,218	-	-	134,218
Due To Other Gov'tl Units	204	-	-	204
Deposits	14,264	-	-	14,264
Deferred Revenue-Developer Submittals (Minto)	-	-	42,975	42,975
Bonds Payable	100	-	-	100
Due To Other Funds	-	95,445	2,782,217	2,877,662
Deferred Inflow of Resources	38,043	-	-	38,043
TOTAL LIABILITIES	1,212,957	98,032	3,041,777	4,352,766
FUND BALANCES				
Nonspendable:				
Prepaid Items	379	-	-	379
Deposits	666	-	-	666
Restricted for:				
Special Revenue	-	7,172,106	-	7,172,106
Unassigned:	16,971,638	-	(3,041,777)	13,929,861
TOTAL FUND BALANCES	\$ 16,972,683	\$ 7,172,106	\$ (3,041,777)	\$ 21,103,012
TOTAL LIABILITIES & FUND BALANCES	\$ 18,185,640	\$ 7,270,138	\$ -	\$ 25,455,778

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending August 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ 385,428	\$ 385,428
Ad Valorem Taxes	7,525,730	7,525,730	7,387,968	(137,762)
Ad Valorem Taxes - Discounts	(301,000)	(301,000)	(277,020)	23,980
Discretionary Sales Surtaxes	605,400	554,950	-	(554,950)
FPL Franchise	487,100	446,508	536,521	90,013
Gas	82,000	75,167	105,701	30,534
Solid Waste	42,300	38,775	61,653	22,878
Electricity	621,400	569,617	728,011	158,394
Water	198,900	182,325	122,117	(60,208)
Gas	182,500	167,292	187,946	20,654
Communication Services Taxes	159,800	146,483	175,424	28,941
Occupational Licenses	37,300	34,192	37,418	3,226
Building Permits	-	-	4,398	4,398
Building Permits - Surcharge	-	-	11	11
Building Permits - Admin Fee	99,200	90,933	100,101	9,168
Engineering Permits	-	-	1,804	1,804
Planning & Zoning Permits	-	-	2,500	2,500
State Revenue Sharing Proceeds	102,800	94,233	93,189	(1,044)
Alcoholic Beverage License	1,100	825	-	(825)
Other Public Safety Chrgs/Fees	9,400	8,617	11,250	2,633
Garbage/Solid Waste Revenue	233,400	213,950	129,368	(84,582)
Penalties	-	-	204	204
Other Operating Revenues	10,200	10,200	9,782	(418)
Special Events	-	-	13,500	13,500
Event Sponsors	-	-	45,507	45,507
Judgements and Fines	-	-	1,900	1,900
Interest - Tax Collector	-	-	7,846	7,846
Special Assmnts- Tax Collector	948,700	948,700	948,878	178
Special Assmnts- Delinquent	-	-	605	605
Special Assmnts- Discounts	(37,900)	(37,900)	(35,643)	2,257
Donations	-	-	3,000	3,000
Other Miscellaneous Revenues	-	-	360	360
Lien Search Fee	12,500	11,458	12,778	1,320
TOTAL REVENUES	11,020,830	10,781,055	10,802,505	21,450

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending August 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>EXPENDITURES</u>				
<u>Legislative</u>				
Mayor/Council Stipend	60,000	55,000	55,000	-
FICA Taxes	4,600	4,217	4,208	9
ProfServ-Legislative Expense	75,000	68,750	44,417	24,333
Telephone, Cable & Internet Service	4,700	4,308	5,759	(1,451)
Lease - Building	176,000	161,333	6,000	155,333
Public Officials Insurance	5,500	5,500	4,662	838
Misc-Event Expense	254,000	254,000	272,360	(18,360)
Council Expenses	80,000	73,333	65,428	7,905
Payroll Services	-	-	68	(68)
Dues, Licenses, Subscriptions	15,000	15,000	16,532	(1,532)
Total Legislative	674,800	641,441	474,434	167,007
<u>City Manager</u>				
Contracts-City Manager	258,500	236,958	239,183	(2,225)
Travel & Training	-	-	1,901	(1,901)
Misc-Public Relations	50,000	45,833	9,090	36,743
Office Supplies	12,200	11,183	2,079	9,104
Dues, Licenses, Subscriptions	2,700	2,689	1,383	1,306
Total City Manager	323,400	296,663	253,636	43,027
<u>City Clerk</u>				
ProfServ-Web Site Maintenance	7,600	6,967	3,558	3,409
Contracts-City Clerk	233,100	213,675	213,675	-
Postage and Freight	1,900	1,742	3,302	(1,560)
Printing	12,500	11,458	5,322	6,136
Legal Advertising	17,500	16,042	8,221	7,821
Miscellaneous Expenses	12,500	11,458	27,280	(15,822)
Office Supplies	2,900	2,658	4,450	(1,792)
Dues, Licenses, Subscriptions	35,600	34,737	26,916	7,821
Total City Clerk	323,600	298,737	292,724	6,013

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending August 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Finance</u>				
Auditing Services	8,100	8,100	-	8,100
Contracts-Finance	108,100	99,092	99,092	-
Total Finance	116,200	107,192	99,092	8,100
<u>Legal Counsel</u>				
ProfServ-Legal Services	101,500	93,042	135,542	(42,500)
ProfServ-Legal Litigation	122,600	112,383	6,086	106,297
Total Legal Counsel	224,100	205,425	141,628	63,797
<u>Other Administrative Services</u>				
ProfServ-Info Technology	85,300	78,800	77,395	1,405
Contracts-Admin. Service	456,500	418,458	418,458	-
Misc-Assessment Collection Cost	9,500	9,500	2,929	6,571
General Government	150,000	137,500	-	137,500
Total Other Administrative Services	701,300	644,258	498,782	145,476
<u>Facility Services</u>				
Telephone, Cable & Internet Service	9,200	8,433	9,187	(754)
Lease - Building	25,000	22,917	-	22,917
Insurance (Liab,Auto,Property)	13,900	13,900	9,465	4,435
Miscellaneous Services	1,500	1,375	3,308	(1,933)
Cleaning Services	14,300	13,108	9,874	3,234
Principal-Capital Lease	16,700	15,308	22,295	(6,987)
Interest-Capital Lease	2,800	2,567	2,574	(7)
Total Facility Services	83,400	77,608	56,703	20,905
<u>Community Services</u>				
Contracts-Solid Waste	1,360,400	1,247,033	1,173,942	73,091
Contracts-Sheriff	1,398,600	1,282,050	1,289,308	(7,258)
Electricity	253,800	232,650	185,289	47,361
R&M-Community Maintenance	31,200	28,600	28,600	-
Operating Supplies	58,600	58,600	-	58,600
Roadway Services	13,600	10,200	19,646	(9,446)
Total Community Services	3,116,200	2,859,133	2,696,785	162,348

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending August 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Capital Expenditures & Projects</u>				
Capital Improvements	50,000	50,000	-	50,000
Cap Outlay - Equipment	25,000	25,000	-	25,000
Total Capital Expenditures & Projects	75,000	75,000	-	75,000
<u>Reserves</u>				
Misc-Contingency	280,700	257,308	3,728	253,580
1st Quarter Operating Reserves	1,473,400	1,350,617	-	1,350,617
Reserve - Capital Projects	1,500,000	1,375,000	-	1,375,000
Total Reserves	3,254,100	2,982,925	3,728	2,979,197
TOTAL EXPENDITURES & RESERVES	8,892,100	8,188,382	4,517,512	3,670,870
Excess (deficiency) of revenues Over (under) expenditures	2,128,730	2,592,673	6,284,993	3,692,320
<u>OTHER FINANCING SOURCES (USES)</u>				
Grants/Donations-Other Sources	-	-	36,850	36,850
Grants and Aids	(50,000)	(45,833)	-	45,833
Contribution to (Use of) Fund Balance	2,078,730	-	-	-
TOTAL FINANCING SOURCES (USES)	2,028,730	(45,833)	36,850	82,683
Net change in fund balance	\$ 2,078,730	\$ 2,546,840	\$ 6,321,843	\$ 3,775,003
FUND BALANCE, BEGINNING (OCT 1, 2025)	10,650,840	10,650,840	10,650,840	
FUND BALANCE, ENDING	\$ 12,729,570	\$ 13,197,680	\$ 16,972,683	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending August 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ 37,458	\$ 37,458
Dividends	-	-	104,201	104,201
Donations	300,000	275,000	859,315	584,315
TOTAL REVENUES	300,000	275,000	1,000,974	725,974
<u>EXPENDITURES</u>				
<u>Housing Assistance Program Manager</u>				
Contracts - Housing Assistance Program Manager	-	-	79,085	(79,085)
Total Housing Assistance Program Manager	-	-	79,085	(79,085)
<u>Other Administrative Services</u>				
Bank Fees	-	-	126	(126)
Education / Training	-	-	360	(360)
Total Other Administrative Services	-	-	486	(486)
<u>Physical Environment</u>				
Software	-	-	4,000	(4,000)
Software License Fees & Renewals	-	-	9,000	(9,000)
Total Physical Environment	-	-	13,000	(13,000)
<u>Public Assistance</u>				
Misc-Admin Fee (%)	21,000	19,250	-	19,250
Assistance Program	279,000	255,750	-	255,750
Total Public Assistance	300,000	275,000	-	275,000
TOTAL EXPENDITURES	300,000	275,000	92,571	182,429
Excess (deficiency) of revenues Over (under) expenditures	-	-	908,403	908,403
Net change in fund balance	\$ -	\$ -	\$ 908,403	\$ 908,403
FUND BALANCE, BEGINNING (OCT 1, 2025)	6,263,703	6,263,703	6,263,703	
FUND BALANCE, ENDING	\$ 6,263,703	\$ 6,263,703	\$ 7,172,106	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending August 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ -	\$ -
Building Permits	2,268,800	2,079,733	674,426	(1,405,307)
Reinspection Fees	-	-	50	50
Building Permits - Surcharge	6,000	5,500	4,761	(739)
Other Building Permit Fees	30,000	27,500	76,650	49,150
Building Permits - Admin Fee	147,100	134,842	141,683	6,841
Engineering Permits	261,200	239,433	460,782	221,349
Planning & Zoning Permits	336,800	308,733	67,382	(241,351)
TOTAL REVENUES	3,049,900	2,795,741	1,425,734	(1,370,007)
EXPENDITURES				
Comprehensive Planning				
ProfServ-Engineering	261,200	239,433	372,015	(132,582)
ProfServ-Info Technology	327,400	300,117	118,880	181,237
ProfServ-Legal Services	42,300	38,775	10,290	28,485
ProfServ-Planning/Zoning Board	336,800	308,733	326,343	(17,610)
ProfServ-Compliance Service	186,500	170,958	154,400	16,558
ProfServ-Building Permits	1,738,800	1,593,900	1,078,425	515,475
Special Magistrate	30,000	27,500	-	27,500
Telephone, Cable & Internet Service	5,300	4,858	3,744	1,114
Lease - Building	24,000	22,000	-	22,000
Printing	1,000	1,000	-	1,000
Miscellaneous Services	3,000	2,750	3,172	(422)
Misc-Admin Fee (%)	33,800	30,983	30,983	-
Billing Service Fees	41,200	37,767	19,730	18,037
Office Supplies	900	825	95	730
Cleaning Services	12,800	11,733	13,444	(1,711)
Principal-Capital Lease	4,200	3,850	505	3,345
Interest-Capital Lease	700	642	74	568
Total Comprehensive Planning	3,049,900	2,795,824	2,132,100	663,724
TOTAL EXPENDITURES	3,049,900	2,795,824	2,132,100	663,724
Excess (deficiency) of revenues				
Over (under) expenditures	-	(83)	(706,366)	(706,283)
Net change in fund balance	\$ -	\$ (83)	\$ (706,366)	\$ (706,283)
FUND BALANCE, BEGINNING (OCT 1, 2025)	(2,335,411)	(2,335,411)	(2,335,411)	
FUND BALANCE, ENDING	\$ (2,335,411)	\$ (2,335,494)	\$ (3,041,777)	

City of Westlake

Supporting Schedule

August 31, 2026

Cash and Investment Report

August 31, 2026

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	\$2,495,474
Money Market	BankUnited	MMA	3.37%	\$12,773,416
			Subtotal	\$15,268,890

SPECIAL REVENUE FUND

Money Market	BankUnited	MMA	3.37%	\$480,644
Government Checking	Valley Bank	Checking Account	3.56%	\$72,890
Brokerage Account	Valley Bank	Government Fund Class A	3.34%	\$3,363,696
			Subtotal	\$3,917,230
			Total	\$19,186,120

File Attachments for Item:

C. Proclamation 2026-19- Florida City Government Week October 2026

Proclamation

FLORIDA CITY GOVERNMENT WEEK - OCTOBER 19-25, 2026

WHEREAS, city government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WESTLAKE AS FOLLOWS:

Section 1. That the City of Westlake encourages all citizens, city government officials and employees to participate in events that recognize and celebrate Florida City Government Week.

Section 2. That the City of Westlake encourages educational partnerships between city government and schools, as well as civic groups and other organizations.

Section 3. That the City of Westlake supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

NOW, THEREFORE, I JohnPaul O'Connor, Mayor of the City of Westlake, Florida, in the State of Florida on behalf of the City of Westlake, do hereby proclaim October 19-25, 2026, as

“FLORIDA CITY GOVERNMENT WEEK”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Westlake, Florida to be affixed this 6th day of October 2026.

JohnPaul O'Connor, Mayor

ATTEST:

Zoie P. Burgess, CMC
City Clerk

File Attachments for Item:

D. Proclamation 2026-20 - National Breast Cancer Awareness Month

Proclamation

DECLARING OCTOBER 2026 NATIONAL BREAST CANCER AWARENESS MONTH

WHEREAS, breast cancer touches the lives of individuals and families from every background and in communities across our Nation and remains one of the most commonly diagnosed cancers among women in the United States; and

WHEREAS, the American Cancer Society estimates that approximately 321,910 women will be diagnosed with invasive breast cancer in the United States in 2026, and approximately 42,140 women are expected to lose their lives to the disease; and

WHEREAS, during the month of October, National Breast Cancer Awareness Month, we honor those we have lost, support those currently facing breast cancer, celebrate survivors, and recognize the families, caregivers, healthcare professionals, researchers, and advocates who remain committed to the fight against this disease; and

WHEREAS, although breast cancer can affect anyone with breast tissue, certain factors may increase an individual's risk, including age, family history, genetics, breast density, alcohol consumption, and other personal and lifestyle factors; and

WHEREAS, early detection remains an important tool in the fight against breast cancer, as screening mammograms can detect breast cancer before symptoms appear and may help identify the disease at an earlier stage when it can be easier to treat; and

WHEREAS, National Breast Cancer Awareness Month provides an opportunity to increase awareness, encourage individuals to understand their personal risk, discuss appropriate screening with their healthcare providers, and support those whose lives have been affected by breast cancer.

NOW, THEREFORE, ON BEHALF OF THE CITY COUNCIL AND THE PEOPLE OF THE CITY OF WESTLAKE, I, JOHNPAUL O'CONNOR, MAYOR OF THE CITY OF WESTLAKE, BY VIRTUE OF THE AUTHORITY VESTED IN ME, DO HEREBY OFFICIALLY PROCLAIM OCTOBER 2026 AS NATIONAL BREAST CANCER AWARENESS MONTH.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Westlake, Florida to be affixed this 6th day of October 2026.

JohnPaul O'Connor, Mayor

ATTEST:

Zoie P. Burgess, CMC
City Clerk

File Attachments for Item:

A. MSP-2026-06: The applicant is requesting approval of a Master Sign Plan for Chase Bank, located at 5040 Seminole Pratt Whitney Road within Grove Market Plaza. The proposed Master Sign Plan includes three wall signs located on the north, east, and west elevations of the principal structure and one ATM sign located on the south elevation. The application includes a request to waive Section 113-11 of the City Code to permit three wall signs where a maximum of two wall signs is otherwise permitted.

Submitted By: Planning and Zoning



Meeting Agenda Item Coversheet

MEETING DATE:		10/06/2026		Submitted By: Planning and Zoning	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		MSP-2026-06: The applicant is requesting approval of a Master Sign Plan for Chase Bank, located at 5040 Seminole Pratt Whitney Road within Grove Market Plaza. The proposed Master Sign Plan includes three wall signs located on the north, east, and west elevations of the principal structure and one ATM sign located on the south elevation. The application includes a request to waive Section 113-11 of the City Code to permit three wall signs where a maximum of two wall signs is otherwise permitted.			
STAFF RECOMMENDATION: (MOTION READY)		Motion to Approve - MSP-2026-06 – Master Sign Plan Chase Bank			
SUMMARY and/or JUSTIFICATION:		The applicant, GO Permit, as agent for the property owners, is requesting approval of a Master Sign Plan for the Chase Bank development located within Grove Market Plaza. The proposed Master Sign Plan includes three (3) wall signs on the principal structure, located on the north, east, and west elevations of the building. Additionally, the applicant proposes one (1) ATM sign associated with the Chase Bank facility. The application includes one (1) waiver from the City's sign regulations applicable to wall signs for a principal structure pursuant to Section 113-11. The requested waiver is to allow three (3) wall signs for the principal structure. The remaining proposed signage is subject to review for compliance with the applicable provisions of Chapter 113.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Agenda Item Sheet Staff Report Application Justification Statement Master Sign Plan LOA letter Boundary Survey			
SELECT, if applicable		RESOLUTION:		ORDINANCE:	

IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE (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>	
FISCAL IMPACT (if any):	\$



City of Westlake

Planning and Zoning Department – Staff Report

City Council Meeting 10/06/2026

PETITION DESCRIPTION

PETITION NUMBER: MSP-2026-06 Master Sign Plan – Chase Bank

OWNER: Grove Market Courtland LLC, Grove Market Anderson LLC, JBL Humblewood Center LLC, Grove Market SG2020 LLC

AGENT: GO Permit

PCN: 77-40-43-01-01-001-0010

ADDRESS: 5040 Seminole Pratt Whitney Rd. Westlake, FL.

REQUEST:

The applicant is requesting approval of a Master Sign Plan for Chase Bank, located within Grove Market Plaza. The proposed Master Sign Plan includes three (3) wall signs on the principal structure, located on the north, east, and west elevations of the building. In addition, the applicant proposes one (1) ATM sign associated with the Chase Bank facility.

SUMMARY

The applicant, GO Permit, as agent for the property owners, is requesting approval of a Master Sign Plan for the Chase Bank development located within Grove Market Plaza. The proposed Master Sign Plan includes three (3) wall signs on the principal structure, located on the north, east, and west elevations of the building. Additionally, the applicant proposes one (1) ATM sign associated with the Chase Bank facility.

The application includes one (1) waiver from the City's sign regulations applicable to wall signs for a principal structure pursuant to Section 113-11. The requested waiver is to allow three (3) wall signs for the principal structure. The remaining proposed signage is subject to review for compliance with the applicable provisions of Chapter 113.

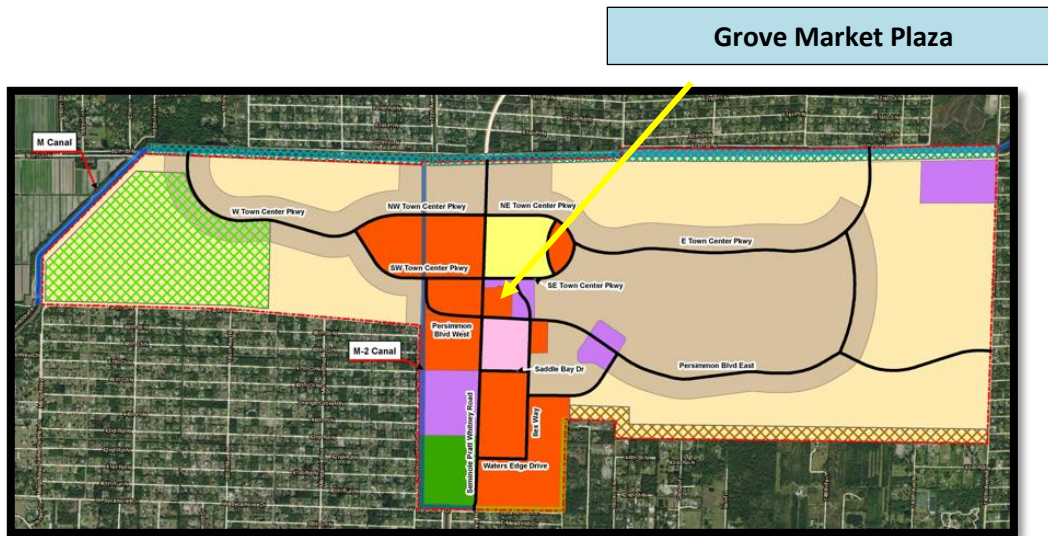
STAFF RECOMMENDATION

Based upon the facts and findings contained herein, the **Planning and Zoning and Engineering Departments** have no objections to the above-mentioned application.

PETITION FACTS

- a. Total Gross Site Area: 9.98 acres (0.73 Chase Bank Outparcel)
- b. Land Use and Zoning

Existing Use:	Commercial
Future Land Use:	Downtown Mixed Use
Zoning:	Mixed Use



BACKGROUND

The Grove Market Shopping Center was built by Stiles Corp in 1999, with the anchor space built to suit for the former Winn-Dixie store (currently approved for Aldi). 5060 Loxahatchee Retail, LLC acquired the center in September 2016 and owned it until 2022. In 2022, Grove Market LLC acquired the center and has owned the property since.

- On June 14, 2021 the City Council approved a Site Plan Modification (SPM-2021-02) to allow an upgrade to entire architectural façade of the Grove Market Shopping Center.
- On June 14, 2021 the City Council approved a Site Plan Modification (SPM-2021-01) to allow an upgrade to the 49,610 square foot Winn-Dixie grocery store, and 2,536 square foot liquor store (total 52,145 sq.ft.) at the Grove Market Shopping Center. The improvements include increasing 1,238 sq.ft. to grocery store floor plan, upgrading the façade and interior modifications to the current vacant grocery store space.
- On August 9, 2021, the City Council approved a Master Sign Plan (MSP-2021-05) to allow an upgrading to all wall signs, monument signs and tenant signs of the Grove Market Shopping Center.
- On October 11, 2021, the City Council approved Application SPR-2021-08 to upgrade the Grove Market at Westlake site Plan. The applicant included a landscaping plan, improvements to the parking area, the dumpster enclosures, and the covered walking area.
- On September 5, 2023, the City Council approved application SPM-2023-05 to modify the existing Grove Market Outparcel D, to increase the previously approved square footage for Building D from 3,675 square foot to an 8,317 square-foot, one-story building for retail and medical office use.

- On December 10, 2024, the City Council approved application SPM-2024-04 to modify the Grove Market shopping plaza building façade to accommodate a new 28,594 square foot grocery store (Aldi) and two (2) unspecified future retail tenants occupying 16,905 square feet and 6,646 square feet.
- On December 10, 2024, the City Council approved application MSP-2024-02 as an amendment to the Master Sign Plan of the Grove Market shopping plaza to replace the Winn Dixie wall sign with the new Aldi wall sign on the front building elevation.
- In February 2025, The City Council approved application SPM-2024-02, amending the Grove Market shopping plaza to allow for the development of “Chase Bank,” consisting of a 2,925-square-foot building with a drive-through facility.

STAFF ANALYSIS

The applicant is requesting approval of a Master Sign Plan for Chase Bank, a Bank with a drive-through facility located in the Grove Market Plaza, east of Seminole Pratt Whitney and north of Persimmon Blvd.

The proposed signage is compatible with the commercial character of the Grove Market development and is consistent with the scale and character of other commercial development approved within the City of Westlake. The proposed signage provides clear business identification while maintaining an appropriate relationship to the building architecture and surrounding development.

The proposal includes three (3) wall signs consisting of channel letters located on the north, east, and west elevations of the building. The placement of the wall signs provides identification of the Chase Bank facility from multiple approaches and building elevations while avoiding the need for additional freestanding signage. The channel-letter design provides a visually integrated appearance and allows portions of the building façade to remain visible.

The applicant is also proposing one (1) illuminated ATM sign to identify the drive-through ATM service. The ATM sign is designed with illuminated push-through letters and is intended to provide identification of the ATM facility for customers without creating additional large-scale signage on the building.

The proposed signage is not anticipated to create a visual obstruction or adversely affect visibility or traffic safety. The placement of the signs on the building elevations maintains clear sight lines within the site and does not interfere with pedestrian or vehicular circulation. Overall, the proposed signage provides functional identification and wayfinding while maintaining the commercial character and visual quality of the development and is consistent with the general intent and purpose of Chapter 113, Signs.

The subject application includes the following waiver:

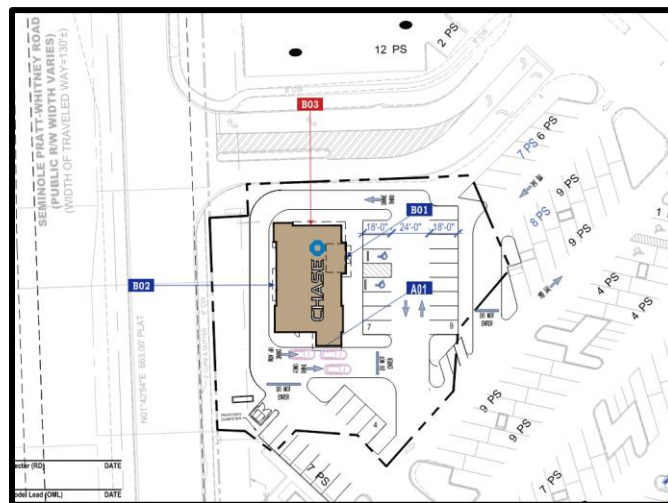
1. Wall Sign for Principal Structure: To permit three wall signs where Section 113-11 permits a maximum of two wall signs.

Per Chapter 113. Signs. SECTION 113-8 Master Sign Plan: The city council, at the time of development order or site plan approval or amendment, may waive one (1) or more of the requirements of this chapter as part of a master sign plan. As part of the subject Master Sign Plan, the applicant is requesting the following waivers:

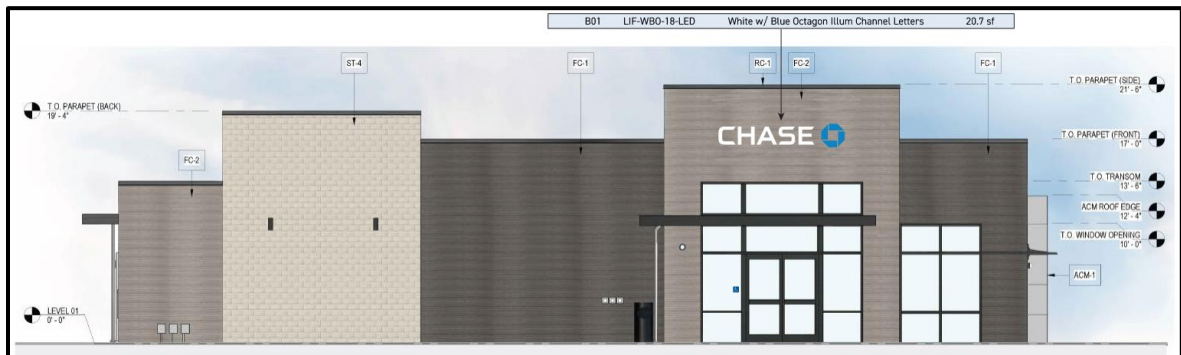
Sign Type	Code Requirement	Applicant Request	Deviation
Wall sign for principal structure of building identification or principal tenant	Two (2) signs max.	Three (3) wall signs	One (1) wall sign

Staff finds that the requested waiver for one additional wall sign is consistent with the general intent and purpose of Chapter 113. The third wall sign is located on a separate building elevation, is identical in size and design to the other wall signs, remains within the applicable wall-sign area limitation, and does not create excessive signage, visual clutter, sight-distance obstruction, or an adverse traffic-safety condition.

Proposed Signs Location



Proposed Sign East Elevation (B01)



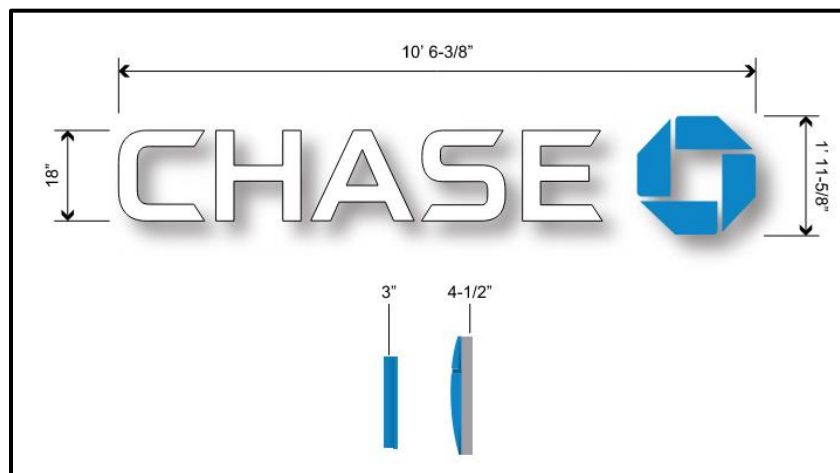
Proposed Sign - West Elevation (B02)



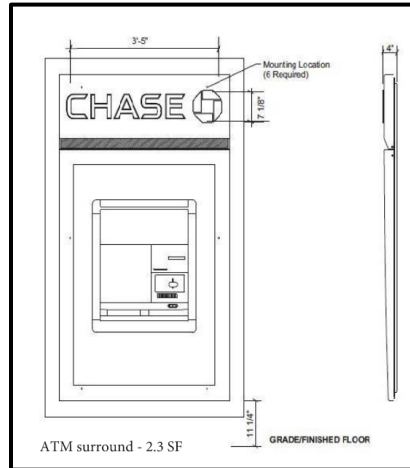
Proposed Sign - North Elevation (B03)



Proposed Wall Signs



Proposed ATM Sign (A01)



Proposed Sign Dimensions

Sign	Elevation	Area	Illumination	Waiver
B01	East	20.7 sq. ft.	Internally illuminated channel letters	No
B02	West	20.7 sq. ft.	Internally illuminated channel letters	No
B03	North	20.7 sq. ft.	Internally illuminated channel letters	Yes - Third wall sign
A01	South	2.3 sq. ft. copy area	Illuminated push-through copy	No

FINAL REMARKS

MSP-2026-06 will be heard by the City Council on October 6, 2026. The public hearing was advertised in compliance with the City's code requirement. Based upon the facts and findings contained herein, the Planning and Zoning and Engineering Departments have no objections to the above-mentioned application.



9061 Woodlark Terrace. Boynton Beach, FL 33436

631.882.4718 ♦ gopermit@gmail.com

Justification Statement

Chase Bank
5040 Seminole Pratt Whitney Road
Westlake, FL

Master Sign Plan request for Chase

Owners:

Grove Market Anderson LLC
Grove Market Courtland LLC
Grove Market SG2020 LLC
JBL Humblewood Center LLC

PCN: 77-40-43-01-01-001-0010

The owners of the Grove Market at Westlake Shopping Center seek approval of a Master Sign Plan for Chase located at 5040 Seminole Pratt Whitney Road, Westlake, FL.

Project History:

The subject property was originally approved by unincorporated Palm Beach County in 1995 and received multiple approvals listed below.

Petition No.	Application Request	Date of Approval
LGA 96-024	Land Use Amendment	August 22, 1996
1995-106	Rezoning	August 22, 1996
1995-106	Development Order Amendment	April 12, 1997
	Grove Market Plat (commercial plat) Approved	April 29, 1998
1995-106	DOA to add medical office and vet. clinic	October 1998
1996-106	DOA to add convenience store with gasoline sales	June 27, 2011
	Landscape changes to overall site	August 2016

On June 20, 2016 the property was annexed into the City of Westlake, the following approvals were granted as noted below.

Petition No.	Application Request	Date of Approval
MSP-2024-02	ALDI Sign Plan	December 2024
SPM-2024-02	Chase Bank Site Plan	February 2025

The current owners purchased the 9.98 acre shopping center in September 2022 from Loxahatchee Retail LLC.

Since the Chase Bank Site Plan was approved in February 2025, we are requesting the Master Sign Plan to allow for the following signage:

Project Description:

The Chase wall signs will be installed on the North, East and West sides of the building. The signage will be consistent in size, material and illumination - the size of each sign is measured at 18"H x 10'-6- $\frac{3}{8}$ " for a total of 20.7 square feet each. Since only two (2) signs are able to be approved via straight code, the third (3) wall sign will require a waiver. The waiver is listed in the summary deviation table within the Sign Plans package. There will be an ATM surround on the South elevation of the building with the copy measuring 7'- $\frac{1}{8}$ "H x 3'-5"L for a total of 2.3 square feet. The Chase wording and the logo will illuminate and will protrude $\frac{3}{8}$ " from the wall surround to give the sign some dimension.

Statement addressing the special standards and criteria that may be required for the particular application.

The proposed application addresses and satisfies all special standards and criteria required under Chapter 2 and Chapter 113 of the City of Westlake Code of Ordinances. The requested deviation to allow three (3) wall signs for Chase Bank is evaluated against the special criteria for architectural compatibility, public safety, and site geometry. The configuration of this specific outparcel presents an extraordinary physical circumstance, as it exposes three distinct structural facades to high-volume traffic and internal shopping center circulation. The placement of the third sign satisfies the special standard of avoiding driver distraction while successfully resolving an architectural branding vacancy. No other unique special exception standards, environmental criteria, or extra-jurisdictional constraints apply to this targeted signage scope, and the architectural design maintains full structural and material uniformity across all proposed signage faces.

Statement of Consistency with the Comprehensive Plan

The proposed signage plan for Chase Bank is consistent with, and furthers the goals, objectives, and policies of the City of Westlake Comprehensive Plan. The scale, location, and high-quality aesthetic integration of the proposed Chase Bank wall signs strictly support the commercial identity intended for the surrounding community design. The signage serves a critical public function by facilitating safe navigation and providing clear architectural identification for this vital Chase Bank financial institution on a newly developed outparcel. Furthermore, the design aligns with the city's economic objectives by utilizing Chase Bank's unified, energy-efficient corporate identity that matches Westlake's master architectural vision without introducing visual clutter or negative impacts on neighboring land uses.

Statements concerning compliance with applicable LDR's

The proposed signage plan for Chase Bank complies with all applicable Land Development Regulations (LDRs) of the City of Westlake, specifically Chapter 113 (Signs). All architectural permanent wall signs have been engineered to meet the structural, material finish, and illumination criteria set forth by the city's mandatory signage standards. A specific code deviation is requested through this application to allow a total of three (3) wall signs for this single-business use, representing one (1) additional wall sign beyond the standard allowance. This deviation is necessary due to the unique site geometry of the newly developed outparcel, which features three highly visible facades facing public rights-of-way and internal shopping center access drives. With the exception of this single requested waiver—which aligns with the regulatory flexibility contemplated under the city's master signage processes—the application fully complies with all copy area limits, maximum heights, and dimensional standards dictated by the City of Westlake Code of Ordinances.

Summary Statement

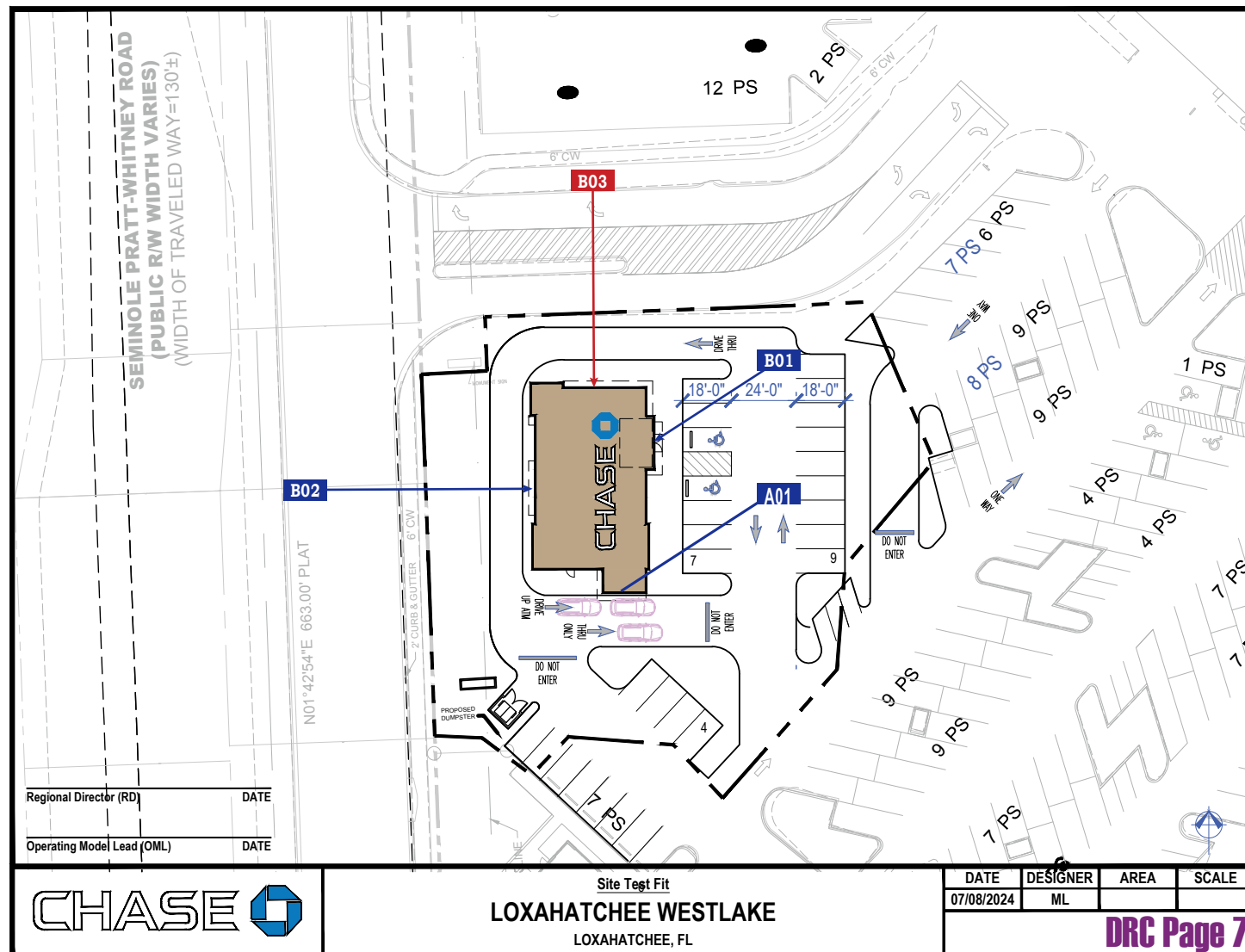
The Chase Bank signs proposed in this Master Sign Plan support the City's aesthetic standards through clean, well-defined branding that harmonizes with the surrounding built environment, while preventing visual clutter and motorist distraction. The requested deviation for one additional wall sign ensures safe architectural visibility on all three public-facing elevations of the new outparcel facility while maintaining complete design and material uniformity.

Sincerely,



Jennifer Ronneburger
President, GoPermit

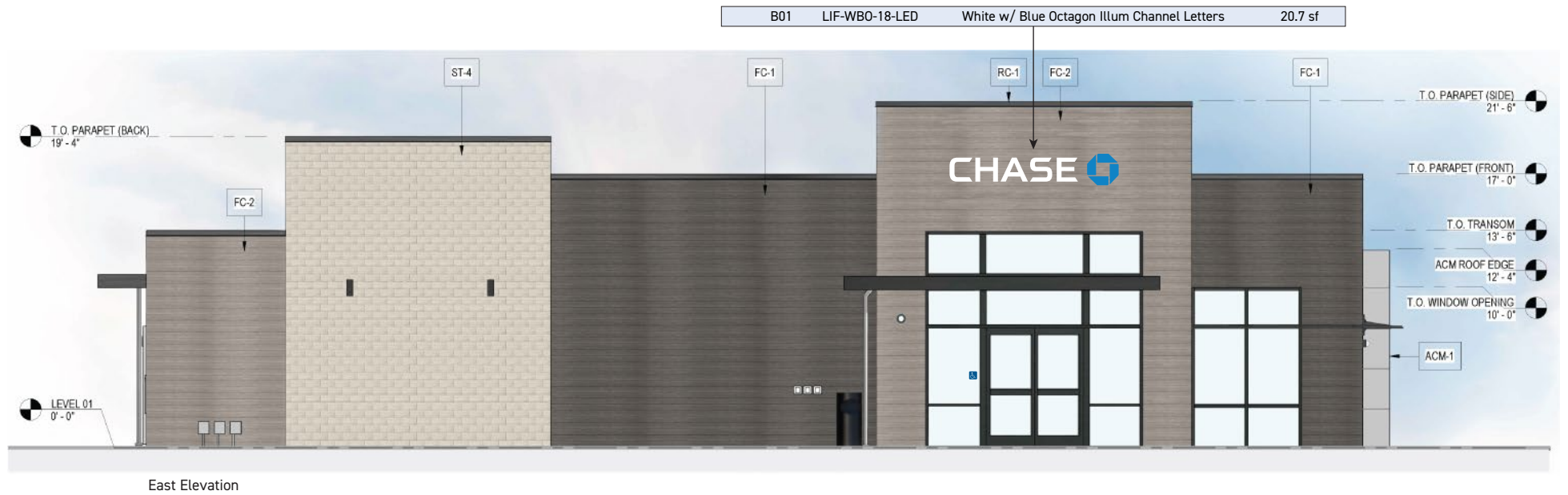
Site Plan



EXTERIOR SCOPE OF WORK					
SIGN ID	ELEVATION	SIGN TYPE	DESCRIPTION	SQ FT	ADD'L APPRV

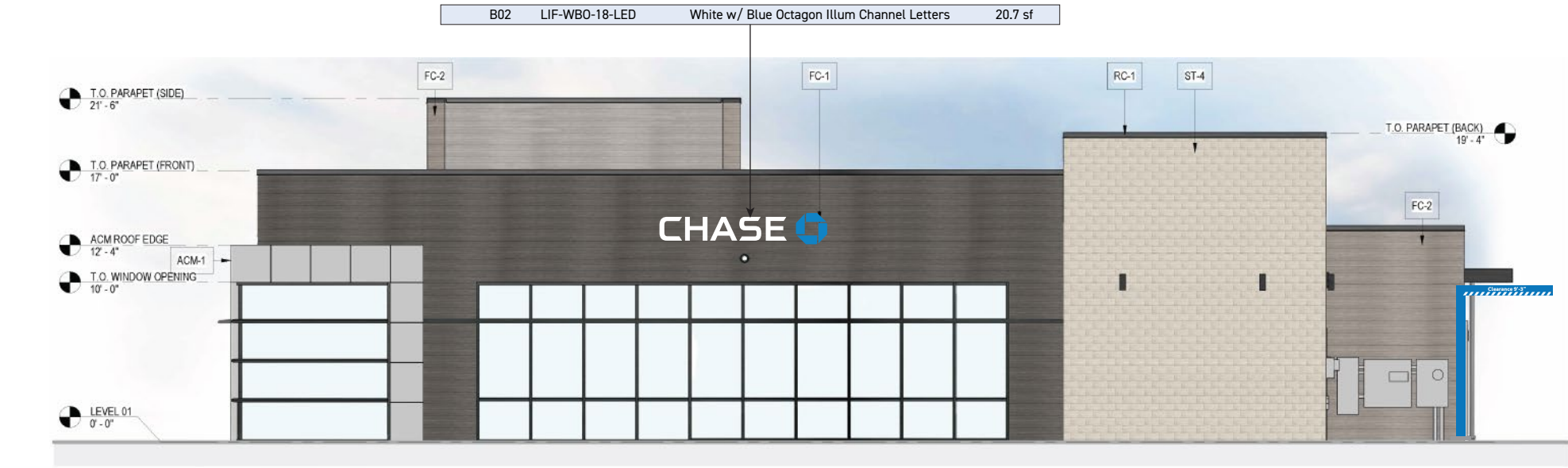
B01	East	LIF-WB0-18-LED	White w/ Blue Octagon Illum Channel Letters	20.7	
B02	West	LIF-WB0-18-LED	White w/ Blue Octagon Illum Channel Letters	20.7	
B03	North	LIF-WB0-18-LED	White w/ Blue Octagon Illum Channel Letters	20.7	Yes

Elevations / Materials

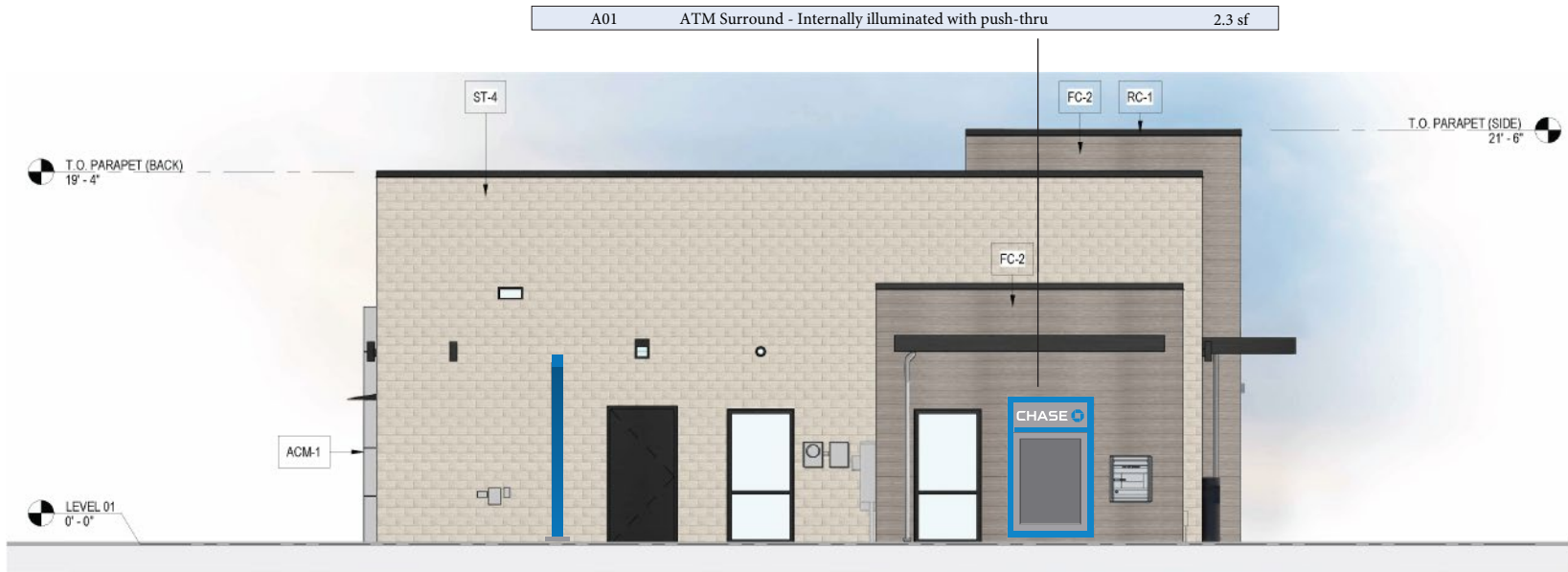


- ST-4**
MANUFACTURED THIN STONE VENEER,
WESTLAKE ROYAL STONE L.L.C. CULTURED
STONE HEWN STONE
- ACM-1**
ALUMINUM COMPOSITE MATERIAL, ARCONIC
ARCHITECTURAL PRODUCTS, REYNOLBOND,
COLORWELD 500 SERIES TWO SILVERSMITH.
- FC-2**
FIBER CEMENT PANEL - LIGHT, NICHHA
FIBER CEMENT, ASH COLOR.
- FC-1**
FIBER CEMENT PANEL - DARK, NICHHA
FIBER CEMENT, BARK COLOR.
- RC-1**
ROOF COPING, PETERSEN ALUMINUM / PAC-
CLAD, PAC-CONTINUOUS, MATTER BLACK
STEEL / BLACK ALUMINUM COLOR.

Elevations / Materials

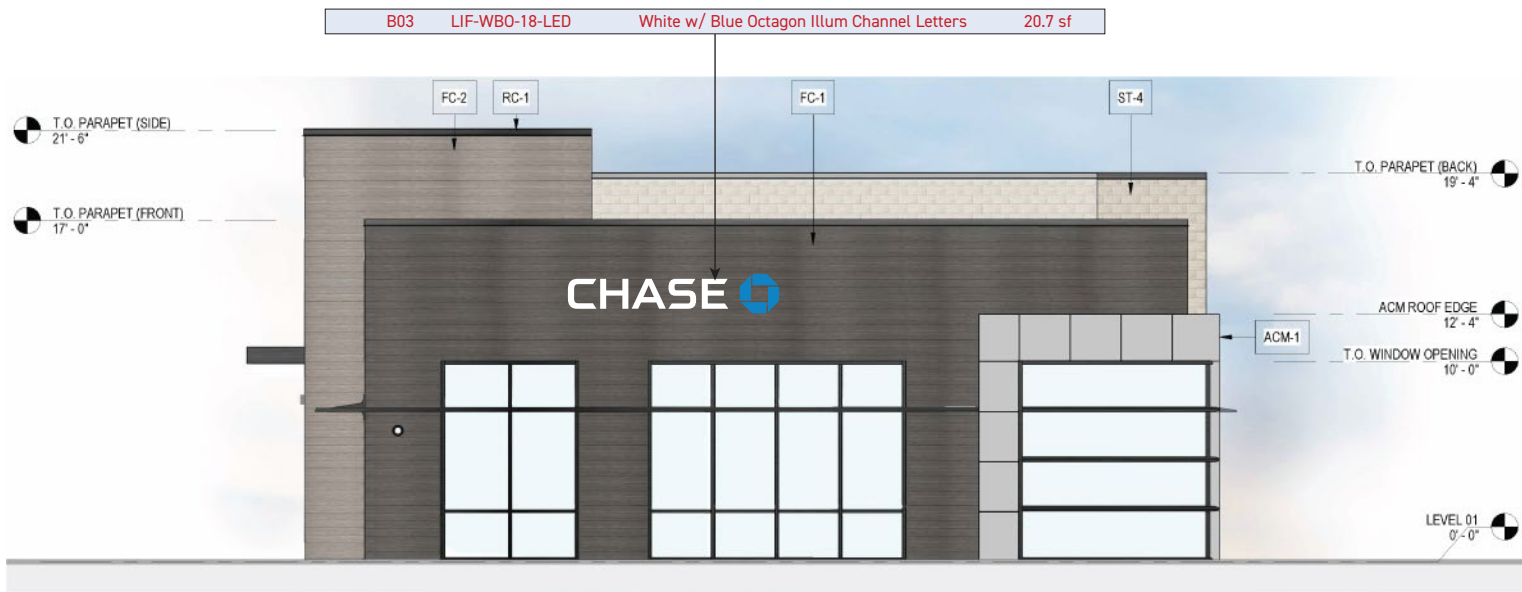


West Elevation



South Elevation

- ST-4**
MANUFACTURED THIN STONE VENEER,
WESTLAKE ROYAL STONE L.L.C. CULTURED
STONE HEWIN STONE
- ACM-1**
ALUMINUM COMPOSITE MATERIAL, ARCONIC
ARCHITECTURAL PRODUCTS, REYNOLDBOND,
COLORWELD 500 SERIES TWO SILVERSMITH
- FC-2**
FIBER CEMENT PANEL - LIGHT, NICHHA
FIBER CEMENT, ASH COLOR
- FC-1**
FIBER CEMENT PANEL - DARK, NICHHA
FIBER CEMENT, BARK COLOR
- RC-1**
ROOF COPING, PETERSEN ALUMINUM / PAC-
CLAD, PAC-CONTINUOUS, MATTER BLACK
STEEL / BLACK ALUMINUM COLOR



North Elevation



ST-4
MANUFACTURED THIN STONE VENEER.
WESTLAKE ROYAL STONE L.L.C. CULTURED
STONE HEWN STONE



AMC-1
ALUMINUM COMPOSITE MATERIAL, ARCONIC
ARCHITECTURAL PRODUCTS, REYNOBOND,
DURAGLOSS 5000 DG SILVER COLOR.



FC-2
FIBER CEMENT PANEL - LIGHT, NICHHA
FIBER CEMENT, ASH COLOR.

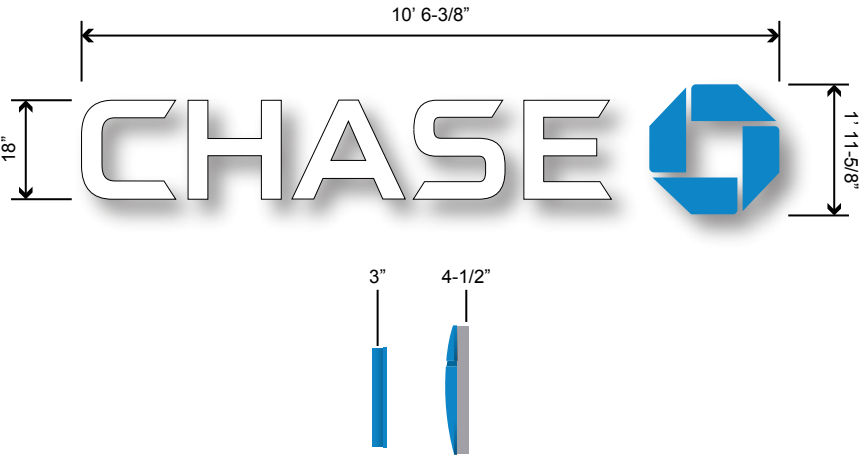


FC-1
FIBER CEMENT PANEL - DARK, NICHHA
FIBER CEMENT, BARK COLOR.



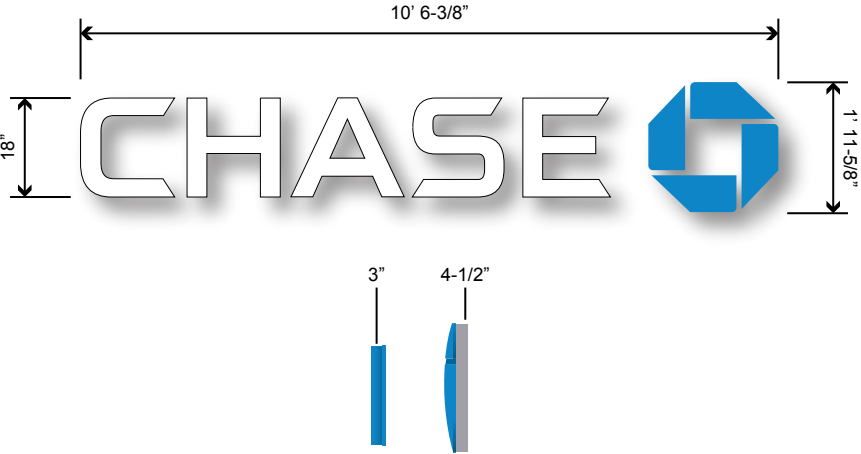
RC-1
ROOF COPING, PETERSEN ALUMINUM / PAC-
CLAD, PAC-CONTINUOUS, MATTER BLACK
STEEL / BLACK ALUMINUM COLOR.

Exterior Signage



NOTE: Paint B01 Octagon Bridge SW 7018 "Dovetail."

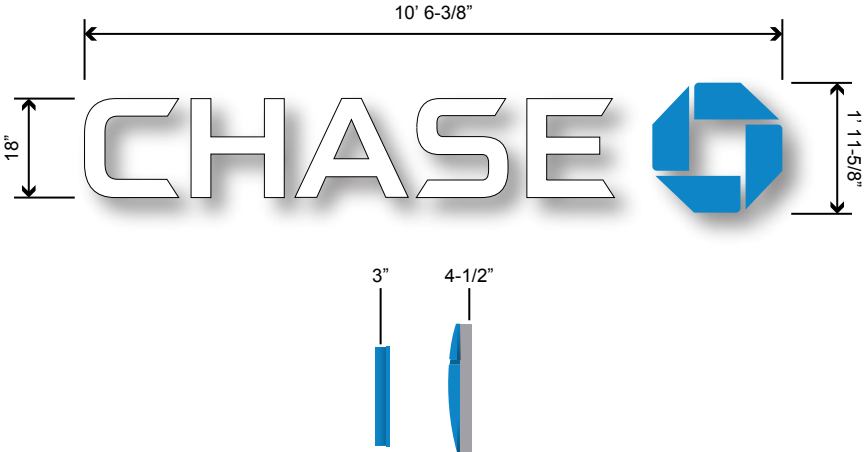
B01		
LIF-WBO-18-LED	White w/ Blue Octagon Illum Channel Letters	20.7 SF



NOTE: Paint B02 Octagon Bridge SW 7020 "Black Fox."

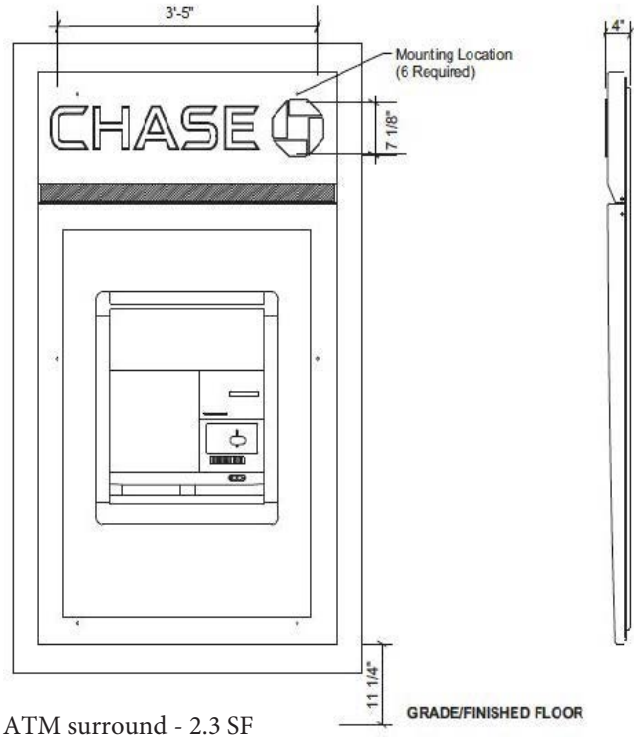
B02		
LIF-WBO-18-LED	White w/ Blue Octagon Illum Channel Letters	20.7 SF

Exterior Signage



NOTE: Paint B03 Octagon Bridge SW 7020 "Black Fox."

B03			
LIF-WBO-18-LED	White w/ Blue Octagon Illum Channel Letters		20.7 SF



Summary Deviation Table:

Sign Type	Code Requirement	Applicant Request	Deviation
Wall sign for principal structure of building identification or principal tenant	Two (2) signs max.	Three (3) wall signs	One (1) wall sign

LIMITED POWER OF ATTORNEY

GROVE MARKET SG2020 LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TO UNDIVIDED 10% INTEREST, GROVE MARKET ANDERSON LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TO UNDIVIDED 40% INTEREST, GROVE MARKET COURTLAND LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TO UNDIVIDED 40% INTEREST, AND JBL GROVE MARKET LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TO UNDIVIDED 10% INTEREST, AS TENANTS-IN-COMMONSMA & PLB Realty Associates, LLC, with a usual place of business located at 120 Sylvan Avenue, Suite 301 Englewood Cliffs, NJ 07632, the as owner of the property located at 5060 Seminole Pratt Whitney Road, Loxahatchee, Palm Beach County, Florida (the "Property"), hereby appoints Cedric O. Jenkins, of JLL in Partnership with JP Morgan Chase ("Chase"), with a usual place of business at 1100 E, Hillsboro Blvd. Suite 200 Deerfield Beach, Florida 33441, to be its true and lawful attorney-in-fact ("Attorney") for the limited liability company, to submit any and all permits in connection with Chase's construction at the Property, to sign any documents required in order to facilitate the such construction, and to do all other things necessary or convenient to accomplish Chase's construction at the Property.

EXECUTED as a sealed instrument 8 of May 2026

GROVE MARKET SG2020 LLC, A FLORIDA
LIMITED LIABILITY COMPANY, a
Florida limited liability company

By:

Name:

Its:

Peter Tiflinsky
managing member

STATE OF ~~FLORIDA~~

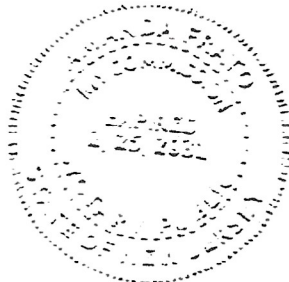
New Jersey

COUNTY OF ~~PALM BEACH~~

Bergen

I, Amanda Frato a Notary Public in and for said County and in the State aforesaid, do hereby certify that Peter Tiflinsky of Grove Market SG2020 LLC, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such personally appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation/company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th of May 2026.



Amanda Frato
Notary Public
My Commission Expires

AMANDA FRATO
Notary Public, State of New Jersey
Comm. # 50152861
My Commission Expires 2/25/2031

3/9/22b



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

DEPARTMENTAL USE ONLY

Ck. # _____

Fee: _____

Intake Date: _____

PROJECT # _____

APPLICATION FOR MASTER SIGNAGE PLAN

CITY COUNCIL MEETING DATE: _____

*The **City Council** meets on **the second Monday of the month at 6:30 p.m.**, in the Westlake City Council Chambers, located at 4005 Seminole Pratt Whitney Road.*

See page 3 for review process and submittal deadline.

INSTRUCTIONS TO APPLICANTS:

1. Please complete all sections of this application. If not applicable, indicate with N/A.
2. Provide all required documents as requested in the Master Signage Plan Application. If not applicable, indicate with N/A.
3. The applicant must be present at scheduled City Council meeting.

I. PROJECT DESCRIPTION AND APPLICANT INFORMATION

PROJECT NAME: Chase Bank Petition No. MSP-2026-06

PROJECT ADDRESS: 5040 Seminole Pratt Whitney Rd. Westlake, FL. 33470

DESCRIPTION OF PROJECT: Exterior sign package for Chase Bank

Estimated Project Cost: \$15,200

Property Control Number (PCN): 77-40-43-01-01-001-0010

Section/Township/Range: _____

Property Owner(s) of Record (Developer) Grove Market Anderson LLC & Grove Market Courtland LLC & Grove Market SG2020 LLC
& JBL Humblewood Center LLC

Address: 120 Sylvan Ave, Ste 301, Englewood Cliffs, NJ 07632 2505

Phone No.: _____ **Fax No.** _____ **E-mail Address:** _____

3/9/22b

Applicant/Agent (if other than owner, complete *Acknowledgement and Consent* section on page 2):

Name: Jennifer Ronneburger

Address: 9061 Woodlark Ter. Boynton Beach, FL. 33472

Phone No.: 6318824718 Fax No.: _____ E-mail Address: gopermit@gmail.com

II. LAND USE & ZONING

A) ZONING DISTRICT MU B) FUTURE LAND USE DESIGNATION MU

C) EXISTING USE(S) Mixed Use

D) PROPOSED USE(S) Bank

III. ADJACENT PROPERTIES

	EXISTING USE(S)	FUTURE LAND USE DESIGNATION	ZONING DISTRICT
SUBJECT PROPERTY	Mixed Use	Mixed Use	Mixed Use
NORTH	Gas Station	Mixed Use	Mixed Use
SOUTH	Unknown	Mixed Use	Mixed Use
EAST	Multi-tenant shopping center	Mixed Use	Mixed Use
WEST	Right-of-Way	Right-of-Way	Right-of-Way

IV. OWNER AND APPLICANT/AGENT ACKNOWLEDGEMENT AND CONSENT

Consent statement (to be completed if owner is using an agent)

I/we, the owners, hereby give consent to Jennifer Ronneburger to act on my/our behalf to submit this application, all required material and documents, and attend and represent me/us at all meetings and public hearings pertaining to the application and property I/we own described in the application. By signing this document, I/we affirm that I/we understand and will comply with the provisions and regulations of the

3/9/22b

City of Westlake, Florida, Code of Ordinances. I/we further certify that all of the information contained in this application and all the documentation submitted is true to the best of my/our knowledge.

CEDRIC O. JENKINS
Owner's Name (please print)

[Signature]
Owner's Signature

7/21/26
Date

Jennifer Ronneburger
Applicant/Agent's Name (please print)

[Signature]
Applicant/Agent's Signature

July 20, 2026
Date

V. APPLICATION FEES

See City of Westlake Fee Schedule

VI. ADMINISTRATIVE COSTS

The owner/applicant agrees to compensate the City for all additional administrative costs, actual or anticipated, including, but not limited to, engineering fees, consultant fees, and special studies prior to the processing of the application or not later than 30 days after final application approval whichever is determined as appropriate by the City. **Failure to make such payment shall be grounds for withholding a building or zoning permit.** Costs associated with advertising for public hearings and other public notice requirements are the responsibility of the owner/applicant. The fee shall be paid prior to such application being scheduled for a public hearing requiring notice.

[Signature]
Owner's Signature to Acknowledge

July 20, 2026
Date

VII. SUBMITTAL REQUIREMENTS

The applicant shall submit the following documents to the City of Westlake **forty-five (45) business days** prior to the desired council meeting date:

- 1) **Complete signed application form as provided by the City and all required fees and costs.**
- 2) **Final Submittal Signage Package: Digital and Three (3) 11x17 sets of plans, documents, and exact rendering of all proposed signage, and proposed modification, construction, or addition. Color photographs or prints as close to the actual colors to be used must be supplied. Since color printers often do not display the correct color, provide specific color names and numbers.**
- 3) **Any other documents, maps, photographs, or drawings that may help clarify the position of the applicant.**

NOTE: All renderings, models, drawings, photos, etc., will become the property of the City of Westlake.

LIMITED POWER OF ATTORNEY

GROVE MARKET SG2020 LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TO UNDIVIDED 10% INTEREST, GROVE MARKET ANDERSON LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TO UNDIVIDED 40% INTEREST, GROVE MARKET COURTLAND LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TO UNDIVIDED 40% INTEREST, AND JBL GROVE MARKET LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TO UNDIVIDED 10% INTEREST, AS TENANTS-IN-COMMONSMA & PLB Realty Associates, LLC, with a usual place of business located at 120 Sylvan Avenue, Suite 301 Englewood Cliffs, NJ 07632, the as owner of the property located at 5060 Seminole Pratt Whitney Road, Loxahatchee, Palm Beach County, Florida (the "Property"), hereby appoints Cedric O. Jenkins, of JLL in Partnership with JP Morgan Chase ("Chase"), with a usual place of business at 1100 E, Hillsboro Blvd. Suite 200 Deerfield Beach, Florida 33441, to be its true and lawful attorney-in-fact ("Attorney") for the limited liability company, to submit any and all permits in connection with Chase's construction at the Property, to sign any documents required in order to facilitate the such construction, and to do all other things necessary or convenient to accomplish Chase's construction at the Property.

EXECUTED as a sealed instrument 8 of May 2026

GROVE MARKET SG2020 LLC, A FLORIDA
LIMITED LIABILITY COMPANY, a
Florida limited liability company

By:

Name:

Its:

Peter Tiflinsky
managing member

STATE OF ~~FLORIDA~~

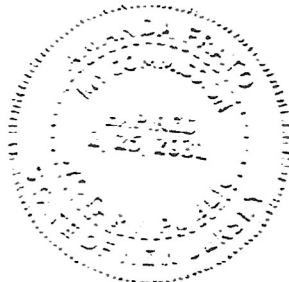
New Jersey

COUNTY OF ~~PALM BEACH~~

Bergen

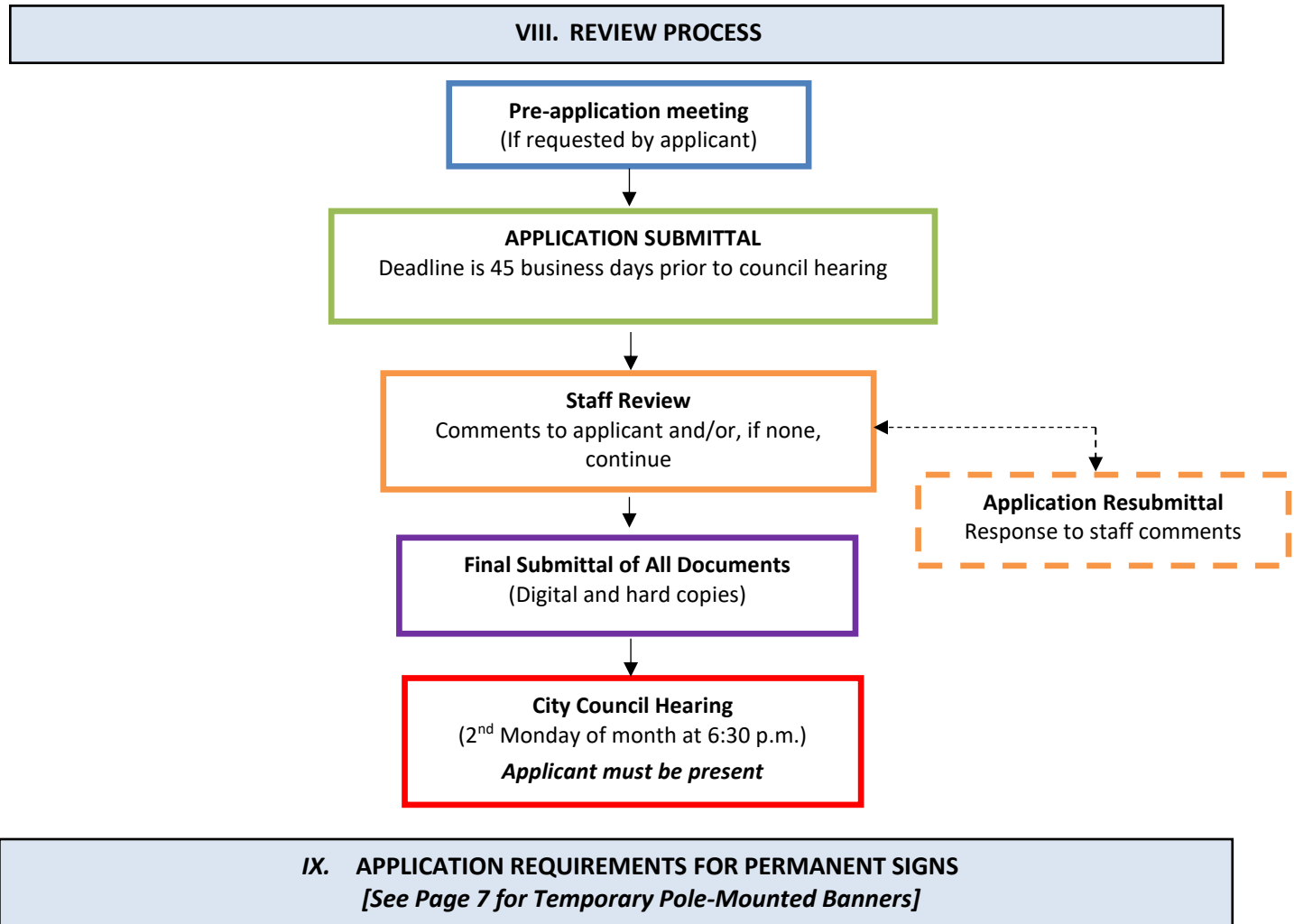
I, Amanda Frato a Notary Public in and for said County and in the State aforesaid, do hereby certify that Peter Tiflinsky of Grove Market SG2020 LLC, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such personally appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation/company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th of May 2026.



Amanda Frato
Notary Public
My Commission Expires

AMANDA FRATO
Notary Public, State of New Jersey
Comm. # 50152861
My Commission Expires 2/25/2031



Pursuant to Chapter 6, Section 6.9

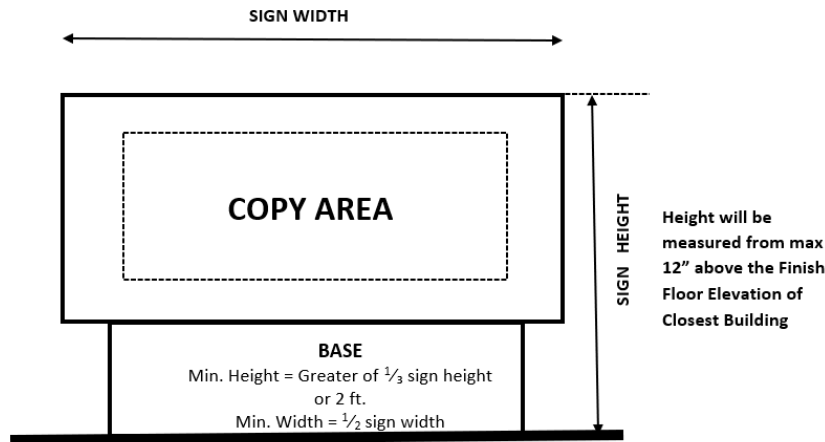
Section 6.9 Master Signage Plan. The City Council, at the time of development order or site plan approval or amendment, may waive one or more of the requirements of this chapter as part of a master sign plan. A master sign plan may be considered for two or more signs.

- (A) The City Council may vary the size, setback requirements, number, and type of signs as part of a master sign plan application, provided the City Council determines an application complies with the general intent and purpose of Chapter 6.
- (B) The Planning and Zoning Director may require any development order application for a PD, Civic, or conditional use application to include an overall Master Signage Plan. It shall not be a requirement to know all tenants at the time of submittal of the Master Signage Plan.
- (C) The master signage plan shall indicate location, number, size, font, color, type of sign, landscaping, and illumination of proposed sign(s). The Master Signage Plan shall be guided by the purpose and intent section of Chapter 6. Application for a master signage plan shall include the following:
 - (1) An overall plan identifying location of all proposed signs on the parcel, except window signs. The location of window signs may be included, but it is not mandatory.

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(2) The layout of all proposed signs including:

- (a) Elevations plans drawn to scale and depicting all permanent signs placed or to be placed on the building on the parcel.



- (b) A plan, drawn to scale, indicating the location of all permanent freestanding signs erected or to be erected on the parcel, including setbacks; depicting the sign type, dimensions, color, style, material, and copy area; and the method of supporting the signs;
 - (c) For signs providing for more than one (1) occupant, the amount of sign area allocated for each occupant shall be indicated.
 - (d) The types of illumination to be used for each type of sign.
 - (e) Method of attachment for all signs placed or to be placed on the building or the parcel.
- (3) A calculation of copy area for each individual sign.
- (4) The placement of signs on the building(s) .
- (5) A deviation table on drawing identifying deviations from the requirements of Chapter 6.
- (D) Once the Master Signage Plan has been approved for a parcel, the criteria shall apply to the entire parcel shown on the master signage plan, as well as to each individual owner or occupant, and shall remain as long as the building(s) exist, regardless of change of ownership, management, or occupancy. No permanent sign permit shall be issued contrary to the master signage plan unless a new master signage plan has been submitted and approved by the Planning and Zoning department and/or City Council as applicable. When renovations to existing buildings include changes to an existing master site plan, all signage must meet the requirements of the amended master plan within one (1) year after the issuance of the first certificate of occupancy for the renovations.

X. MASTER SIGNAGE PLAN REQUIREMENTS CHECKLIST
--

☐	Site Plan showing location and setbacks for each ground sign
	<i>Signage Package</i>
☐	Graphic showing type and location of <i>all</i> signs including ground signs, wall signs, directional signs, etc.
☐	Sign Specifications
☐	Material
☐	Colors
☐	Dimensions including depth
☐	Mounting
☐	Returns
☐	Trim Cap
☐	Illumination
☐	Power Supply
☐	Elevation Plan for each type of sign
☐	Type
☐	Number
☐	Location
☐	Setbacks
☐	Area and Dimensions of sign
☐	Material
☐	Method of Support/Attachment
☐	Color of sign face
☐	Color of returns
☐	Copy area color and dimensions
☐	Font Type
☐	Font Color
☐	Letter Height
☐	Logos/graphics
☐	Landscaping
☐	Number and dimensions of tenant panels
☐	Illumination

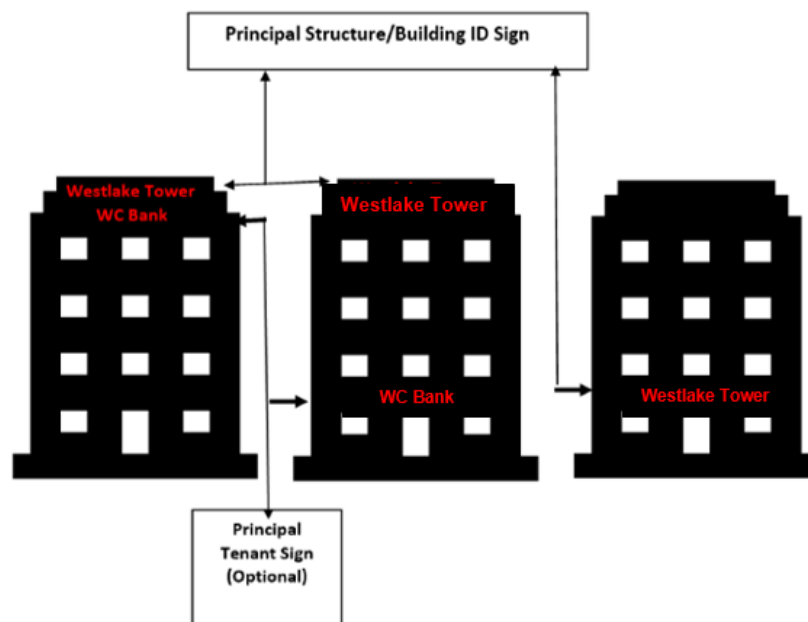
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☐	Deviation Table on each drawing
☐	Window Sign Elevation Drawing
☐	Sign Location
☐	Sign Area
☐	Windowpane Area
☐	Letter Height
☐	Font Type
☐	Graphics
☐	Summary Deviation Table (See example below)

Please provide a summary deviation table listing each type of sign which deviates from required Code (see Chapter 6, Section 6.20), for which a waiver is requested as in the example below:

EXAMPLE SUMMARY DEVIATION TABLE

Sign Type	Code Requirement	Applicant Request	Deviation
Ground Sign for Commercial Building Within Pod	Height = 8' Width = 12' Sign Area = 120 sf. Copy Area = 60 sf. No. of Tenants = 6 Tenants Base = 2' or 30% of sign height including base [30% x 8' = 2.64']	Height: 17' Width: 15' Sign Area: 255 sf. Copy Area: 144 sf. 9 Tenants Base: 2.5'	+ 9' + 3' +135 sf. + 84 sf. + 3 Tenants -.14'
Wall Sign for Principal Structure or Building Identification or Principal Tenant [See illustration below]	Copy = 1 sign or message at 3' max letters Total Sign Area = 90 sq. ft. One set of 2 signs [Principal Structure or Building name and Principal Tenant name]	Copy: 2 lines with 2nd line of copy at 1' max letters. Sign Area: 92 sq. ft. 2 sets of signs fronting ROW	2nd Line of Copy + 2 sq. ft. + 1 set of signs



XI. APPLICATION REQUIREMENTS FOR TEMPORARY POLE-MOUNTED BANNERS

Pursuant to Chapter 6, Section 6.43

Section 6.43 Criteria to Permit. Pole-mounted banners shall only be permitted in civic, commercial, or mixed-use zoned areas for the limited purpose of brand identification or as a holiday decoration, provided the following conditions are met:

- (1) **Master Signage Plan Required.** A master signage plan approved by City Council is required for all pole-mounted banner programs, except those installed on city property by the city. Any additional pole-mounted banners, graphics, locations, or increase of sign square footage other than what has been previously approved by City Council requires a new miscellaneous plan review approval. As part of the application process, the applicant must complete a detailed sign program to include:
 - (a) A copy of a current site plan showing all the proposed locations where the pole-mounted banners are to be placed;
 - (b) The light pole detail upon which the pole-mounted banner is to be located;
 - (c) The pole-mounted banner's copy shall be limited to the name of the development, the development's logo, and the development's branding, which does not include any individual business name, tenant, or individual business' logo. Please provide graphic representation(s).
 - (d) All graphic designs, variations, and/or seasonal sets of the banners must be provided for City Council review and approval in accordance with the criteria set forth herein. City Council may prescribe specific time periods during which a particular seasonal set of banners may be displayed if approval of more than one (1) set of banners is sought by the applicant.
- (2) **Requirements.** The program must satisfy the following requirements:
 - (a) Pole-mounted banners must be located on an existing light pole;
 - (b) One (1) pole-mounted banner per light pole may be permitted;
 - (c) Pole mounted banners on light poles shall be two-sided with the identical design on each side;
 - (d) Trees, palms, or shrubs shall not be pruned beyond the limits of the city codes or accepted maintenance standards in order to facilitate the placement of any banners;
 - (e) Banners shall not interfere or block any existing or future traffic or pedestrian controls or signage;
 - (f) Within twenty-four (24) hours of announcement of a tropical storm or hurricane watch by the National Hurricane Center, which places the city within the "3-day cone of probability" all pole-mounted banners shall be removed;
 - (g) The city may require the removal of any pole-mounted banner should the city find that the pole-mounted banner is in a state of disrepair or is not being maintained appropriately with respect to accepted maintenance standards (e.g., not faded, free from rips and tears, properly attached, untattered, and generally in a state of good repair). The applicant shall either remove or replace the banner within ten (10) calendar days of being noticed;

3/9/22b

- (h) All poles holding or supporting pole-mounted banners shall require a building permit in order to verify the safety and wind loads of the banners;
- (i) Pole-mounted banners shall only be interior to a particular site or development and shall not be placed in an area immediately adjacent to a public right-of-way;
- (j) Light poles with pole-mounted banners shall be a minimum of fifteen (15) feet from the property line.
- (k) The minimum clearance of banners above the finished grade shall be eight (8) feet;
- (l) Non-rectangular pole-mounted banners shall conform only to the maximum banner area criteria providing that a minimum clearance of eight (8) feet above the finished grade is maintained;
- (m) Height limitation. A banner's highest point shall not exceed the highest point of the pole upon which it is mounted;
- (n) Banner size:

Height of Light Pole	Maximum Banner Area	Maximum Dimensions
20 to 25 feet	21 square feet	3 feet width by 7 feet length
Less than 20 feet	4.5 square feet	1.5 feet width by 3 feet length

Please provide the following required information:

	Required	Provided
Minimum Light Pole Setback	Fifteen (15) feet from the property line	
Minimum clearance of banners above the finished grade	Eight (8) feet	
Light Pole Height	N/A	
Maximum Banner Area	Light pole <20' = 4.5 sq. ft. Light pole >20' = 21 sq. ft.	
Maximum Banner Size	Light pole <20' = 3' wide by 7' long Light pole >20' = 1.5' wide by 3' long	

XII. TEMPORARY POLE-MOUNTED BANNERS CHECKLIST

☐	Site Plan showing location of all the proposed locations where the pole-mounted banners are to be placed
☐	A light pole detail upon which pole-mounted banners are to be located
☐	Graphic representation of pole-mounted banners' copy

File Attachments for Item:

A. Second Reading: Ordinance No. 2026-10 amending Chapter 24 of the City of Westlake Code of Ordinances to create Section 24-30, "School Zone Speed Detection Systems," authorizing the placement, installation, and operation of School Zone Speed Detection Systems (SDS) and establishing enforcement and hearing procedures consistent with Section 316.008(9), Florida Statutes.

Submitted By: City Manager

ORDINANCE 2026-10

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING CHAPTER 24 ENTITLED "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES BY SPECIFICALLY CREATING SECTION 24-30 ENTITLED "SCHOOL ZONE SPEED DETECTION SYSTEMS" OF ARTICLE II ENTITLED "TRAFFIC ENFORCEMENT," TO AUTHORIZE THE PLACEMENT, INSTALLATION, AND OPERATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES, ESTABLISH TRAFFIC ENFORCEMENT PROCEDURES WHEN SPEED DETECTION SYSTEMS ARE UTILIZED FOR SCHOOL ZONE SPEED LIMIT VIOLATIONS, AND CREATE HEARING PROCEDURES RELATING TO SUCH SCHOOL ZONE SPEED LIMIT VIOLATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		October 6, 2026	Submitted By: City Manager
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Second Reading: Ordinance No. 2026-10 amending Chapter 24 of the City of Westlake Code of Ordinances to create Section 24-30, "School Zone Speed Detection Systems," authorizing the placement, installation, and operation of School Zone Speed Detection Systems (SDS) and establishing enforcement and hearing procedures consistent with Section 316.008(9), Florida Statutes.	
STAFF RECOMMENDATION: (MOTION READY)		Move to approve Ordinance No. 2026-10, amending Chapter 24 of the City of Westlake Code of Ordinances by creating Section 24-30 entitled "School Zone Speed Detection Systems".	
SUMMARY and/or JUSTIFICATION:	The Florida Legislature has authorized municipalities to utilize School Zone Speed Detection Systems to enforce school zone speed limit violations under specified conditions. Prior to implementation, Florida law requires the governing body to adopt an ordinance authorizing the placement and installation of the systems and establishing procedures for enforcement and hearings. At its August 4, 2026 meeting, the City Council received a presentation from Greg Parks of RedSpeed Florida regarding the implementation of school zone speed enforcement technology and directed staff to proceed with the necessary steps to implement a school zone speed detection program. BACKGROUND Section 316.008(9), Florida Statutes, authorizes municipalities to use automated speed detection systems in school zones for vehicles traveling more than ten (10) miles per hour above the posted speed limit during designated school zone enforcement periods. Before implementing such a program, the City must: Adopt an ordinance authorizing the placement and installation of the systems. Consider traffic data and other evidence supporting the need for additional enforcement. Determine that the school zone constitutes a heightened safety risk warranting additional enforcement measures. Establish procedures for the issuance of notices of violation and related administrative hearings. RedSpeed Florida completed a traffic study entitled "School Zone Speed Report for the City of Westlake" evaluating traffic conditions in the vicinity of Seminole Ridge Community High School. Based upon the findings of the study and other evidence presented, the proposed ordinance identifies the school zone along Seminole Pratt Whitney Road adjacent to Seminole Ridge Community High School as a heightened safety risk warranting additional enforcement measures. The proposed ordinance creates Section 24-30 of the City Code and establishes: Definitions related to school zone speed detection systems. Findings supporting the use of automated enforcement. Authorization for the placement, installation, and operation of the systems. Notice of violation procedures.		

		Administrative hearing procedures before the City's Special Magistrate or designated hearing officer. Authority for the City Manager to implement procedures necessary to administer the program. LEGAL REVIEW The ordinance has been reviewed by the City Attorney and is consistent with Sections 316.008(9), 316.1895, and 316.1896, Florida Statutes. STAFF RECOMMENDATION Staff recommend that the City Council approve Ordinance No. 2026-10		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>				
SELECT, if applicable	RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>		ORDINANCE 2026-10 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING CHAPTER 24 ENTITLED "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES BY SPECIFICALLY CREATING SECTION 24-30 ENTITLED "SCHOOL ZONE SPEED DETECTION SYSTEMS" OF ARTICLE II ENTITLED "TRAFFIC ENFORCEMENT," TO AUTHORIZE THE PLACEMENT, INSTALLATION, AND OPERATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES, ESTABLISH TRAFFIC ENFORCEMENT PROCEDURES WHEN SPEED DETECTION SYSTEMS ARE UTILIZED FOR SCHOOL ZONE SPEED LIMIT VIOLATIONS, AND CREATE HEARING PROCEDURES RELATING TO SUCH SCHOOL ZONE SPEED LIMIT VIOLATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.		
FISCAL IMPACT (if any):		Implementation costs and revenue impacts associated with the School Zone Speed Detection System program will be addressed through a separate agreement and budgetary process. Staff anticipates that vendor implementation and administration costs will be funded through revenues generated by the program in accordance with Florida law.		N/A

ORDINANCE NO. 2026-10

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING CHAPTER 24 ENTITLED “TRAFFIC AND VEHICLES,” OF THE CODE OF ORDINANCES BY SPECIFICALLY CREATING SECTION 24-30 ENTITLED “SCHOOL ZONE SPEED DETECTION SYSTEMS” OF ARTICLE II ENTITLED “TRAFFIC ENFORCEMENT,” TO AUTHORIZE THE PLACEMENT, INSTALLATION, AND OPERATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES, ESTABLISH TRAFFIC ENFORCEMENT PROCEDURES WHEN SPEED DETECTION SYSTEMS ARE UTILIZED FOR SCHOOL ZONE SPEED LIMIT VIOLATIONS, AND CREATE HEARING PROCEDURES RELATING TO SUCH SCHOOL ZONE SPEED LIMIT VIOLATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Whereas, pursuant to Chapter 316, Florida Statutes, the Florida Legislature has authorized municipalities to use speed detection systems (“SDS”) to enforce school zone speeding violations in excess of 10 miles over the posted speed limit (among other things) during certain times and days; and

Whereas, Section 316.008(9), Florida Statutes, provides that prior to utilizing a SDS to enforce eligible school zone speeding violations, municipalities are required to adopt an ordinance authorizing the placement and installation of SDS and creating traffic enforcement procedures relating to the enforcement of school zone speed limits through the use of SDS; and

Whereas, Section 316.008(9)(c), Florida Statutes, specifically requires the governing body of the municipality to consider traffic data or other evidence supporting the installation and operation of SDS at each proposed school zone and determine whether the school zone(s) where a SDS is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures; and

Whereas, Redspeed has completed a traffic study and provided the “School Zone Speed Report for the City of Westlake” (the “Report”) for consideration by the City Council, which Report is attached hereto as Exhibit “A”; and

Whereas, after consideration of the traffic data provided in the Report and other relevant evidence presented at the public hearing held on October 6, 2026, the City Council has determined that the school zones for the following schools constitute a heightened safety risk that warrant additional enforcement measures pursuant to Section 316.008(9), Florida Statutes: Seminole Ridge Community High School (collectively, the “School Zones”), which School Zones are identified in further detail in the Report; and

1 **Whereas**, in order to mitigate the heightened safety risks at the School Zones, the City
2 Council desires to adopt this Ordinance to, among other things, make findings that the School
3 Zones constitute heightened safety risks that warrant additional enforcement measures
4 pursuant to Section 316.008(9), Florida Statutes, based on the Report and other relevant
5 evidence presented at the October 6, 2026, public hearing; authorize the placement,
6 installation, and operation of SDS at the School Zones; create procedures for the issuance of
7 notice of violations for school zone speeding violations by duly qualified traffic infraction
8 officers pursuant to Section 316.1896, Florida Statutes; and establish a hearing framework
9 whereby a local hearing officer will determine whether school zone speeding violations have
10 occurred; and

11
12 **Whereas**, the City Council has determined that adoption of this Ordinance is in the
13 best interest of the public health, safety, and general welfare of the City of Westlake, Florida.

14
15 **NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY FOR THE**
16 **CITY OF WESTLAKE, FLORIDA, AS FOLLOWS:**

17
18 **SECTION 1. Recitals.** The foregoing recitals are confirmed, adopted and incorporated
19 herein and made a part hereof by this reference.

20
21 **SECTION 2. Amendment to Code of Ordinances.** The City Council hereby amends
22 the City's Code of Ordinances by amending Chapter 24 by creating Section 24-30, "School
23 Zone Speed Detection Systems," of a new Article III entitled "Traffic Enforcement," to read
24 as follows:

25
26 **CHAPTER 24 – TRAFFIC AND VEHICLES**

27
28 * * *

29
30 **ARTICLE III – TRAFFIC ENFORCEMENT**

31
32 **Sec. 24-30. – School Zone Speed Detection Systems.**

33
34 **(a) Purpose and intent.** The City desires to protect the public health, safety, and welfare of
35 individuals traveling to and from school in the City, especially students and their parents and/or
36 legal guardians and school employees. Accordingly, the City seeks to enforce school zone
37 speed limits by authorizing the placement and installation of speed detection systems on those
38 school zone roadways that constitute a heightened safety risk warranting additional
39 enforcement measures pursuant to F.S. § 316.008(9).

40
41 **(b) Definitions.** The following words, terms and phrases, when used in this section, shall have
42 the meanings ascribed to them in this Section, except where the context clearly indicates a
43 different meaning:

44
45 **(1) Local hearing officer** means the City Special Magistrate, appointed pursuant to
46 Section 1-43 of the City Code, or such other qualified person designated by resolution

1 of the City Council to conduct hearings relating to notice of violations issued pursuant
2 to F.S. §§ 316.1896 and 316.0083.

3
4 (2) *Person* means a natural person, the registered owner or co-owner of a motor vehicle,
5 or the person identified in an affidavit as having actual care, custody, or control of the
6 motor vehicle at the time of a violation.

7
8 (3) *Petitioner* means a person who elects to request a hearing before the local hearing
9 officer for the purpose of determining whether a violation under F.S. § 316.1896, has
10 occurred.

11
12 (4) *School zone* means a roadway located within the City and maintained as a school
13 zone pursuant to F.S. § 316.1895, that constitutes a heightened safety risk that warrants
14 additional enforcement measures, as determined by the City Council after
15 consideration of traffic data and other relevant evidence.

16
17 (5) *Speed detection system* means a portable or fixed automated system used to detect
18 a motor vehicle's speed using radar or LiDAR, and to capture a photograph or video of
19 the rear of a motor vehicle that exceeds the speed limit in force at the time of the
20 violation.

21
22 (6) *Traffic infraction enforcement officer* means the police department employee or
23 employees designated by the City who meets the qualifications set forth under F.S. §
24 316.640(5), and/or any other relevant statute, and is vested with the authority to enforce
25 violations.

26
27 (7) *Violation* means a person that drives a motor vehicle on a roadway designated as a
28 school zone at a speed as follows:

29
30 a. In excess of ten miles per hour over the school zone speed limit which occurs
31 within 30 minutes before through 30 minutes after the start of a regularly
32 scheduled breakfast program in violation of F.S. § 316.1895.

33
34 b. In excess of ten miles per hour over the school zone speed limit which occurs
35 within 30 minutes before through 30 minutes after the start of a regularly
36 scheduled school session in violation of F.S. § 316.1895.

37
38 c. In excess of ten miles per hour over the posted speed limit during the entirety
39 of a regularly scheduled school session in violation of F.S. § 316.183.

40
41 d. In excess of ten miles per hour over the school zone speed limit which occurs
42 within 30 minutes before through 30 minutes after the end of a regularly
43 scheduled school session in violation of F.S. § 316.1895.

44
45 (c) *Findings.* After consideration of the traffic data provided in the "School Zone Speed Report
46 for the City of Westlake" prepared by RedSpeed Florida, LLC and other relevant evidence

1 presented at the public hearing held on October 6, 2026, the City Council hereby finds that the
2 following school zones for the following schools where speed detection systems are to be
3 placed and installed constitute a heightened safety risk that warrant additional enforcement
4 measures pursuant to F.S. § 316.008(9):

5
6 (1) Seminole Ridge Community High School
7 4601 Seminole Pratt Whitney Road
8 Westlake, FL 33470
9

10 a. Seminole Pratt Whitney Road from approximately 400 feet north of
11 Waters Edge Drive to 1300 feet south of Persimmon Boulevard
12

13 (d) Placement and installation of speed detection systems. Consistent with and pursuant to F.S.
14 ch. 316, the City Council authorizes the placement, installation, and operation of automated
15 speed detection systems on school zone roadways, as identified herein under subsection 24-
16 30(c), to enforce violations.
17

18 (e) Notice of violation, designation of local hearing officer, and hearing procedures.
19

20 (1) Within 30 days after a violation, a notice of violation shall be sent by first class mail
21 to the registered owner of the motor vehicle involved in the violation. The notice of
22 violation must include:
23

24 a. The name and address of the vehicle owner;
25

26 b. A photograph, video, or other recorded image showing the license plate of
27 the motor vehicle;
28

29 c. The make, model, and year of the vehicle;
30

31 d. The date, time, and location of the violation;
32

33 e. Notice that the infraction charged is pursuant to this section;
34

35 f. The maximum speed at which the motor vehicle was traveling within the
36 school zone;
37

38 g. The speed limit within the school zone at the time of the violation;
39

40 h. A statement that the owner has a right to review, in person or remotely, the
41 photograph or video captured by the speed detection system(s) and the evidence
42 of the speed of the motor vehicle detected by the speed detection system(s) that
43 constitutes a rebuttable presumption that the motor vehicle was used in a
44 violation;
45

1 i. Instructions as to the time and the place or website at which the photograph
2 or video and evidence of speed detected captured by the speed detection
3 system(s) may be examined and observed;

4
5 j. Information that advises the violator on the person's right to request a hearing
6 and on all costs related thereto and a form used to request a hearing, or
7 alternatively, a web address to a website that provides such information;

8
9 k. Instructions on all methods of payment of the penalty;

10
11 l. A statement specifying the remedies available under F.S. § 318.14;

12
13 m. A statement that the owner must pay a penalty in the amount provided under
14 F.S. § 318.18(3)(d), or furnish an affidavit that complies with F.S. §
15 316.1896(8), within 30 days in order to avoid court fees, costs, and the issuance
16 of a uniform traffic citation against the owner; and

17
18 n. A signed statement by the traffic infraction enforcement officer that, based
19 on inspection of recorded photographs or video captured by the speed detection
20 system(s), the vehicle was involved in and was utilized to commit a violation.

21
22 (2) Except as may be otherwise provided by resolution of the City Council, the City
23 shall utilize its special magistrate pursuant to Section 1-43 of the City Code to serve as
24 the local hearing officer(s) who shall preside over notice of violation hearings, as
25 established by F.S. § 316.1896, as amended.

26
27 (3) The City manager or the City manager's designee, shall designate a traffic infraction
28 enforcement officer(s) to implement the authorizations contained under F.S. §
29 316.1896(6), and, the City Council shall, by resolution, designate a City staff member
30 to serve as the clerk to the local hearing officer.

31
32 (4) Any petitioner that elects to request a hearing shall be scheduled for a hearing by
33 the clerk of the local hearing officer, with notice of the hearing to be sent to the
34 petitioner by first-class mail. Upon receipt of the notice, the petitioner may reschedule
35 the hearing once by submitting a written request to reschedule to the clerk of the local
36 hearing officer, at least five calendar days before the day of the originally scheduled
37 hearing. The petitioner may cancel his or her appearance before the local hearing
38 officer by paying the penalty assessed by F.S. § 316.1896(2), as amended, plus the
39 administrative costs established under F.S. § 316.0083(5)(c), before the start of the
40 hearing.

41
42 (5) All testimony at the hearing shall be under oath and shall be recorded. The local
43 hearing officer shall take testimony from a traffic infraction enforcement officer and
44 the petitioner, and may take testimony from others. The local hearing officer must
45 review the photograph or video captured by the speed detection system and the
46 evidence of the speed of the motor vehicle detected by the speed detection system.

1 Formal rules of evidence do not apply, but due process shall be observed and govern
2 the proceedings.

3
4 (6) At the conclusion of the hearing, the local hearing officer must determine whether
5 a violation has occurred, in which case the local hearing officer shall uphold or dismiss
6 the violation. The local hearing officer shall issue a final administrative order including
7 the determination and, if the notice of the violation is upheld, must require the petitioner
8 to pay the penalty assessed under F.S. § 318.18(3)(d), as amended, and may also require
9 the petitioner to pay the City's costs, not to exceed the amount established under F.S. §
10 316.0083(5)(e). The final administrative order shall be mailed to the petitioner by first-
11 class mail.

12
13 (7) An aggrieved party may appeal a final administrative order consistent with the
14 process provided under F.S. ch. 162.

15
16 (f) Supplemental authority. The provisions of this section supplement the enforcement of F.S.
17 §§ 316.1895 and 316.183, by law enforcement officers and does not prohibit law enforcement
18 officers from issuing uniform traffic citations for violations of F.S. §§ 316.1895 or 316.183.

19
20 **SECTION 3. Implementation.** The City Council hereby authorizes the City Manager
21 to create and implement any procedures necessary to implement the purposes and intent of this
22 Ordinance, subject to approval by the City Attorney as to form and legality, and to take any
23 other action which is reasonably necessary to implement the purpose of this Ordinance.

24
25 **SECTION 4. Codification.** It is the intention of the City Council of the City of
26 Westlake that the provisions of this Ordinance shall become and be made a part of the Code of
27 Ordinances of the City of Westlake, Florida, and that the Sections of this Ordinance may be
28 renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or
29 such other word or phrase in order to accomplish such intention.

30
31 **SECTION 5. Conflicts.** All ordinances or parts of ordinances, resolutions or parts of
32 resolutions which are in conflict herewith, are hereby repealed to the extent of such conflict.

33
34 **SECTION 6. Severability.** Should the provisions of this ordinance be declared to be
35 severable and if any section, sentence, clause or phrase of this ordinance shall for any reason
36 be held to be invalid or unconstitutional, such decision shall not affect the validity of the
37 remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in
38 effect, it being the legislative intent that this ordinance shall remain notwithstanding the
39 invalidity of any part.

40
41 **SECTION 7. Effective Date.** This ordinance shall be effective upon adoption on
42 second reading.

43
44 **PASSED** this ____ day of _____, 2026, on first reading.

45 **PASSED AND ADOPTED** this ____ day of _____, 2026, on second reading.

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City of Westlake

JohnPaul O’Connor, Mayor

ATTEST:

Zoie P. Burgess, City Clerk

APPROVED AS TO LEGAL FORM:

CITY ATTORNEY



School Zone Speed Study

Conducted by RedSpeed for the City of Westlake, FL

September 15th 2026



During a two (2)-day traffic study conducted by RedSpeed for the City of Westlake, it was found that 1470 drivers exceeded the posted speed limit by over 10 mph in the school zones listed below.

Schools Studied	Street	Violators 11+ over
Seminole Ridge Community High School	Seminole Pratt Whitney Rd	1470

Seminole Ridge Community High School, Westlake

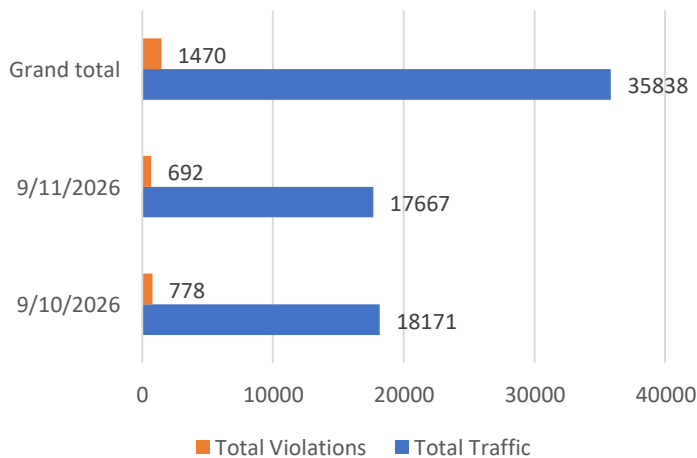
STUDY LOCATION: Seminole Pratt Whitney Rd	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs.):	45 MPH
SPEED LIMIT (During Normal Hrs.):	20 MPH
VIOLATION TRIGGER SPEED:	31 MPH / 56 MPH
SCHOOL ZONE HOURS OF OPERATION:	FLASHER: 6:50AM – 7:40AM, 2:30PM – 3:20PM
STUDY DATE & TIME:	9-10 & 11-2026, 6:00 AM – 6:00 PM
TRAFFIC STUDY VEHICLE COUNT:	35,838 (AVG 17,919/day)
WEATHER CONDITIONS:	FAIR
# OF LANES:	TWO LANES IN EACH DIRECTION
DIRECTION:	NB – SB
VIOLATIONS DETECTED:	1470 (AVG 735/day)
RESULTS:	4% of drivers violated the limit. Placement at southern half of the school zone will likely be most effective.



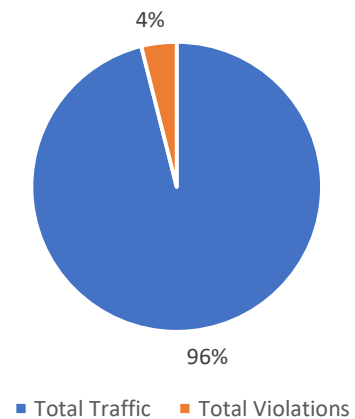
SEMINOLE RIDGE COMMUNITY HIGH SCHOOL 2 DAY STUDY (Seminole Pratt Whitney Rd)

Dates	Times	6:00AM - 6:50AM	6:50AM - 7:40AM	7:40AM - 2:30PM	2:30PM - 3:20PM	3:20PM - 6:00PM	Grand Totals
	Speed Limit	45 MPH	20 MPH	45 MPH	20 MPH	45 MPH	
9/10/26	+31 MPH	-	294	-	318	-	612
	+56 mph	16	0	88	1	61	166
9/11/26	+31 MPH	-	137	-	367	-	504
	+56 mph	9	0	104	0	75	188
Grand Totals		25	431	192	686	136	1470

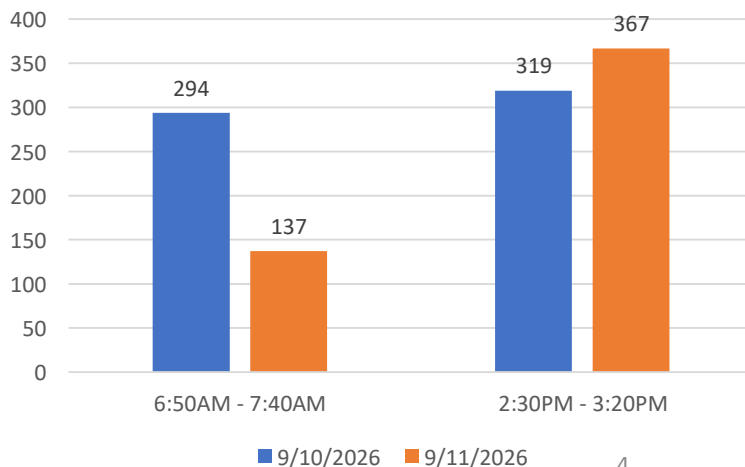
Violations vs Traffic



Percentage of Violations vs Traffic



Violations During Reduced Speed Times



Top 5 Speeds

80	70
78	69
72	

File Attachments for Item:

B. Resolution 2026-22 - Authorizing the City of Westlake to Piggyback on the City of Plantation Contract with RedSpeed Florida, LLC for School Zone Speed Detection Services and Approval of the Piggyback Agreement.

Submitted By: City Manager

RESOLUTION 2026-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA,
APPROVING THE PIGGYBACKING OF CITY OF PLANTATION CONTRACT NO. 005-24
WITH REDSPEED FLORIDA, LLC FOR SCHOOL ZONE SPEED DETECTION SERVICES;
PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.**



Meeting Agenda Item Coversheet

MEETING DATE:	September 1, 2026 October 6, 2026	Submitted By: Howard W. Brown, Jr.
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	Resolution No. 2026- 22 - Authorizing the City of Westlake to Piggyback on the City of Plantation Contract with RedSpeed Florida, LLC for School Zone Speed Detection Services and Approval of the Piggyback Agreement.	
STAFF RECOMMENDATION: (MOTION READY)	Motion to approve Resolution No. 2026-22 - Authorizing the City of Westlake to piggyback on the City of Plantation Contract No. 005-24 with RedSpeed Florida, LLC for School Zone Speed Detection Services; approve the Piggyback Agreement; authorize the City Manager to execute all necessary documents; and direct that Automated License Plate Reader (ALPR) technology not be implemented at this time.	
SUMMARY and/or JUSTIFICATION:	The concept of implementing automated school zone speed enforcement was initially discussed during the City Council Strategic Planning Session held in October 2025. During that discussion, the City Council expressed interest in evaluating technologies and programs designed to improve student and pedestrian safety within designated school zones. Subsequently, the City received a presentation from Mr. Greg Parks, representing RedSpeed Florida, LLC, regarding the company's School Zone Speed Detection Program and related traffic safety technologies. Mr. Parks provided information concerning program administration, operational requirements, statutory compliance, implementation procedures, and available technology options designed to improve safety in and around school zones. At its August 4, 2026, regular meeting, the City Council provided direction to staff to proceed with RedSpeed Florida, LLC and prepare the necessary documents for Council consideration. Following Council direction, staff evaluated available procurement alternatives and determined that utilizing a piggyback procurement through the City of Plantation's competitively awarded contract with RedSpeed Florida, LLC represents the most efficient and cost-effective procurement method available to the City. This approach allows the City to utilize an existing competitively procured contract, expedites implementation, and avoids the time and expense associated with conducting a separate solicitation. The City's Purchasing Ordinance authorizes the use of competitive bids and formal contracts awarded by other governmental entities and further authorizes cooperative purchasing arrangements when determined to be in the best interest of the City. Specifically, Section 8(6) authorizes the use of bids and contracts from other governmental entities, while Section 12 authorizes cooperative purchasing arrangements. Staff reviewed the City of Plantation contract and determined that the scope of services, pricing structure, operational requirements, and contractual terms meet the City's needs and provide a legally compliant procurement method. Although the RedSpeed proposal includes the capability to implement Automated License Plate Reader (ALPR) technology, staff is recommending approval only of the School Zone Speed Detection Program at this time. Staff is not recommending implementation of ALPR technology as part of the initial deployment. The proposed agreement preserves the City's ability to evaluate and potentially implement ALPR technology in the future should the City Council determine such technology is warranted and in the best interest of the City.	

SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:	X	PROCLAMATION:	
	EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	1. Resolution 2026-22 2. Piggyback Agreement between the City of Westlake and RedSpeed Florida, LLC 3. City of Plantation Contract No. 005-24 4. RedSpeed Proposal			
SELECT, if applicable	RESOLUTION:	X	ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>	RESOLUTION 2026-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING THE PIGGYBACKING OF CITY OF PLANTATION CONTRACT NO. 005-24 WITH REDSPEED FLORIDA, LLC FOR SCHOOL ZONE SPEED DETECTION SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):		The School Zone Speed Detection Program is anticipated to operate as a violator-funded program pursuant to Florida law and the terms of the agreement. Staff does not anticipate a direct budgetary impact to the City's General Fund.		N/A

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CITY OF WESTLAKE

RESOLUTION NO. 2026-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING THE PIGGYBACKING OF CITY OF PLANTATION CONTRACT NO. 005-24 WITH REDSPEED FLORIDA, LLC FOR SCHOOL ZONE SPEED DETECTION SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff evaluated available procurement alternatives and determined that utilizing a piggyback procurement through the City of Plantation's competitively awarded contract with RedSpeed Florida, LLC represents the most efficient and cost-effective procurement method available to the City; and

WHEREAS, the City of Westlake deems it to be in the best interests of the City to approve the piggybacking of City of Plantation Contract No. 005-24 with RedSpeed, Florida, LLC for School Zone Speed Detection Services.

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. In accepting the recommendation of City staff, the City Council of the City of Westlake, Florida, hereby approves the piggybacking of City of Plantation Contract No. 005-24 with RedSpeed, Florida, LLC for School Zone Speed Detection Services.

SECTION 3. The City Council hereby approves and authorizes the Mayor or Vice Mayor to execute and deliver an Agreement with RedSpeed Florida, LLC which is attached hereto as Exhibit "A".

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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SECTION 6. 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 _____2026.

City of Westlake
JohnPaul O'Connor, Mayor

Zoie Burgess, CMC, City Clerk

COVER AGREEMENT
BETWEEN
THE CITY OF WESTLAKE
AND
REDSPEED FLORIDA LLC

THIS AGREEMENT (this “Agreement”) is made effective as of the ____ day _____, 2026 (the “Effective Date”), by and between the **CITY OF WESTLAKE, FLORIDA**, a Florida municipal corporation, (the “City”), and **REDSPEED FLORIDA LLC**, a Florida Limited Liability Company (hereinafter, the “Redspeed”). Collectively, the City and Redspeed are referred to as “Parties.”

WHEREAS, pursuant to Chapter 316, Florida Statutes, the Florida Legislature has authorized municipalities to use speed detection systems to enforce school zone speeding violations in excess of 10 miles over the posted speed limit (among other things) during certain times and days (the “Services”); and

WHEREAS, Redspeed has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the “Speed Photo Enforcement System” (“SPE System”) necessary to perform the Services; and

WHEREAS, the City desires to enhance school zone safety within the City’s boundaries through the implementation of a violator-funded School Zone Speed Safety Program utilizing Redspeed’s Services and SPE System at eligible school zone roadways; and

WHEREAS, Section 316.008(9)(c), Florida Statutes, requires the City Council to adopt an ordinance to authorize the use of SPE Systems for the provision of the Services on eligible school zone roadways; and

WHEREAS, as part of the public hearing on the required ordinance, the City is required to consider traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system, and must determine that the school zone where the speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures; and

WHEREAS, Redspeed has agreed to collect, analyze, and compile traffic data for the various school zone roadways within the City (the “Traffic Report Services”) to assist the City Council with its adoption of the required enabling legislation and determination(s) needed to commence the Services; and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Professional Services Agreement between Redspeed and City of Plantation Contract No. 005-24 (“Plantation Agreement”), in this Agreement for the provision of the SPE System for the Services and the Traffic Report Services, except as otherwise modified or amended herein; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and Redspeed agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the Plantation Agreement, attached hereto as Exhibit “A,” are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Plantation Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Plantation Agreement, the terms and provisions of this Agreement shall control.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Plantation Agreement unless otherwise provided in this Agreement. All references to the “City of Plantation” or “Plantation” shall be replaced with the “City of Westlake” or “Westlake,” respectively.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Term.** This Agreement shall be from the Effective Date through five (5) years thereafter. The City Manager may renew this Agreement for one additional five-year period on the same terms as set forth herein upon written notice to Redspeed after a public hearing before the City Council relating to the renewal of this Agreement, as required by Section 316.0776(3)(c), Florida Statutes.
6. **Amending Section 8.** Section 8, “General Provisions,” of the Plantation Agreement is hereby amended as follows:

8. GENERAL PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

RedSpeed:

RedSpeed Florida, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Robert Liberman, Manager

City:

Howard W. Brown, Jr.
City Manager

4001 Seminole Pratt Whitney Rd.
Westlake, FL 33470

With copies to:

City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

* * *

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Palm Beach ~~Broward~~ County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Palm Beach ~~Broward~~ or the Federal District Court with subject matter jurisdiction and encompassing the County of Palm Beach ~~Broward~~, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and RedSpeed hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

* * *

7. **Public Records Compliance.** The CITY is public agency subject to Chapter 119, Florida Statutes. REDSPEED shall comply with Florida's Public Records Law. Specifically, REDSPEED shall:

- a. Keep and maintain public records required by the CITY to perform the Services;
- b. 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;
- c. 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 contract term and, following completion of the contract, REDSPEED shall

destroy all copies of such confidential and exempt records remaining in its possession after REDSPEED transfers the records in its possession to the CITY; and

- d. Upon completion of the contract, REDSPEED shall transfer to the CITY, at no cost to the CITY, all public records in REDSPEED's possession. All records stored electronically by REDSPEED 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.
- e. The failure of REDSPEED to comply with the provisions set forth in the Agreement shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement.

IF REDSPEED HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO REDSPEED'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK 4001 Seminole Pratt Whitney Rd., Westlake, FL 33470, (561) 530-5880, publicrecords@westlakegv.com.

- 8. **Exhibit Replaced.** Exhibit "A" to the Plantation Agreement is hereby deleted and replaced with Exhibit "B" to this Agreement.

**[Remainder of page intentionally left blank.
Signature pages follow.]**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF WESTLAKE

REDSPEED FLORIDA LLC

By: _____
Howard W. Brown, Jr.
City Manager

By: _____
Robert Liberman
Manager

Attest:

By: _____
Zoie Burgess, CMC
City Clerk

Approved as to form and legal sufficiency:

By: _____
City Attorney

Addresses for Notice:

City of Westlake
Attn: City Manager
4001 Seminole Pratt Whitney Rd.
Westlake, FL 33470
561-530-5880 Ext.100 (telephone)
_____(facsimile)
hbrown@westlakegov.com (email)

Addresses for Notice:

RedSpeed Florida, LLC
Attn: Robert Liberman, Manager
450 Eisenhower Lane North
Lombard, Illinois 60148
(630)317-5710 (telephone)
(630)424-0217 (facsimile)
Robert.Liberman@RedSpeed.com (email)

With a copy to:

City of Westlake
Attn: City Attorney
4001 Seminole Pratt Whitney Rd.
Westlake, FL 33470
(561) 530-5880 (telephone)
_____(facsimile)
_____(email)

With a copy to:

RedSpeed Florida, LLC
Attn: Greg Parks, Senior Vice President
450 Eisenhower Lane North
Lombard, Illinois 60148
(913)972-5382 (telephone)
(630)424-0217 (facsimile)
Greg.Parks@RedSpeed.com (email)

EXHIBIT “A”

City of Plantation Contract No. 005-24

EXHIBIT “B”

**Redspeed Scope of Services
for City of Westlake**

CITY OF PLANTATION



Plantation
the grass is greener®

AGREEMENT

Between

THE CITY OF PLANTATION

And

REDSPEED FLORIDA, LLC.

For

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONE-
TERM CONTRACT

AGREEMENT NO. 005-24

**Agreement
By and Between
CITY OF PLANTATION
&
REDSPEED FLORIDA, LLC
For
SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES- TERM CONTRACT
AGREEMENT NO. 005-24**

1. PARTIES AND DATE.

This Agreement ("Agreement") is made and entered into this 25th day of June, 2024 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, ("City") and REDSPEED FLORIDA, LLC, a FLORIDA LIMITED LIABILITY COMPANY with its principal place of business at 400 EISENHOWER LANE NORTH, LOMBARD, IL 60148, ("RedSpeed"). City and RedSpeed are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 RedSpeed.

RedSpeed has the knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Speed Photo Enforcement System" (herein "SPE System") and authorized to do business in the State of Florida, and is familiar with the plans of the City.

2.2 Services

City desires to engage RedSpeed to provide a turnkey solution for "Speed Photo Enforcement System" (herein "SPE System") to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of RedSpeed, as further defined in this Agreement.

City desires to use the SPE System to monitor and enforce school zone speed, and to issue citations for traffic violations.

2.3 Procurement

Pursuant to City Code Sec. 2-220(b), the City sought formal competitive bids/proposals for the Services mentioned herein. These services were publicly solicited on the Demand Star website (City's electronic bidding platform).

The City competitive procurement process concluded that RedSpeed was the most advantageous firm to the City taking into consideration the evaluation factors and criteria set forth in the RFSP and successful negotiations.

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit "A"** Negotiated Scope of Services, **Exhibit "B"** Advertised Scope of Services, **Exhibit "C"** Addendum, **Exhibit "D"** documentation required by the City submitted by the RedSpeed during the solicitation period prior to negotiations, **Exhibit "E"**, Insurance Requirements, **Exhibit "F"** General Terms and Provisions, **Exhibit "G"** FBI CJIS Security Addendum.

3. TERMS.

3.1 Scope of Services and Term.

A. General Scope of Services. RedSpeed shall furnish a turnkey solution for "Speed Photo Enforcement System" (herein "SPE System") to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of RedSpeed, as further defined in this Agreement ("Services"). The Services are more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules, and regulations. RedSpeed acknowledges that City may enter into agreements with other firms for services similar to the Services that are the subject of this Agreement or may have its own employees perform services similar to the Services.

B. Term. The term of this Agreement shall have an initial term of five (5) years commencing June 25th, 2024, expiring June 24th, 2029. In addition, the City reserves the right to extend this Agreement for one (1) additional five (5) year period, provided RedSpeed also agrees in writing to extension upon such terms as the City and RedSpeed agree.

4. RESPONSIBILITIES OF REDSPEED.

A. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by RedSpeed or under its supervision. RedSpeed shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains RedSpeed on an independent contractor basis and not as an employee. RedSpeed retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of RedSpeed shall also not be employees of City and shall at all times be under RedSpeed's exclusive direction and control. RedSpeed shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. RedSpeed shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Permits, Fees, and Licenses. RedSpeed shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

C. Control and Payment of Subcontractors. All work performed for RedSpeed by a Subcontractor or Supplier will be pursuant to an appropriate agreement between RedSpeed and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. RedSpeed shall be responsible for the payments to any Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to RedSpeed. The City shall not be responsible for any payments to Subcontractor or Suppliers. The City shall not be billed directly or indirectly for any fees or additional costs of the Subcontractor for the Project, except as otherwise provide for in **Exhibit "A"**.

D. Schedule of Services. RedSpeed shall perform the Services expeditiously, within the Term and in accordance with the agreed upon timelines. RedSpeed represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate RedSpeed's conformance with the Schedule, City shall respond to RedSpeed's submittals in a timely manner. Upon request of City, RedSpeed shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

E. Conformance to Applicable Requirements. All work prepared by RedSpeed shall be subject to the approval of City.

F. Substitution of Key Personnel. RedSpeed has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, RedSpeed may substitute other personnel of at least equal competence upon written approval of City. In the event that City and RedSpeed cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the RedSpeed at the request of the City. The key personnel for performance of this Agreement are as follows:

Luke Hayman

Julio Silva

G. City's Representative. The City hereby designates Chief Administrative Officer, or their designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. RedSpeed shall not accept direction or orders from any person other than the City's Representative or their designee.

H. RedSpeed's Representative. RedSpeed hereby designates Robert Liberman, or their designee, to act as its representative for the performance of this Agreement ("RedSpeed's Representative"). RedSpeed's Representative shall have full authority to represent and act on behalf of the RedSpeed for all purposes under this Agreement.

The RedSpeed's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services.

I. Coordination of Services. RedSpeed agrees to work closely with City staff in the performance of Services and shall be available to City's staff, RedSpeed's and other staff at all reasonable times.

J. Standard of Care; Performance of Employees. RedSpeed shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. RedSpeed represents and warrants that it is skilled in the professional calling necessary to perform the Services. RedSpeed represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, RedSpeed represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, RedSpeed shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the RedSpeed's failure to comply with the standard of care provided for herein. Any employee of the RedSpeed or its Subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the RedSpeed and shall not be re-employed to perform any of the Services or to work on the Project.

K. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate RedSpeed for any Service that RedSpeed fails to perform, or otherwise has not performed.

L. Laws and Regulations; Employee/Labor Certifications. RedSpeed shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. RedSpeed warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. RedSpeed shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of RedSpeed's performance under this Agreement. RedSpeed shall be liable for all violations of such laws and regulations in connection with the Services. If the RedSpeed performs any work knowing it to be contrary to such laws, rules and regulations and without giving written

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notice to the City, RedSpeed shall be solely responsible for all costs arising therefrom. RedSpeed shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

i. Equal Opportunity Employment. RedSpeed represents and warrants that it is an equal opportunity employer and it shall not discriminate against any SubRedSpeed, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

M. Insurance.

i. Time for Compliance. RedSpeed shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to **Exhibit E**. In addition, RedSpeed shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the SubRedSpeed has secured all insurance pursuant to **Exhibit E**.

N. Safety. RedSpeed shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the RedSpeed shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

O. Accounting Records. RedSpeed shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. RedSpeed shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. RedSpeed shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of 3 years from the date of final payment under this Agreement.

5. FEES AND PAYMENTS.

A. Description of Pricing. Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, Rekor (or other major brand ALPR provider) licenses and integration, violation processing services, DMV records access, standard mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Traffic Enforcement Officer review:

B. During any term of the Agreement, the City shall receive or retain **\$39.00** or **65%** whichever is greater of the Statutory monetary Allocation (this amount/percentage pertains to each fine collected by RedSpeed).

C. Payment of Compensation. City shall review all invoices and pay all approved charges thereon consistent with Section 218.73, Florida Statutes, as amended.

D. Reimbursement for Expenses. RedSpeed shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed in RedSpeed Responsibilities. Additionally, RedSpeed shall not be reimbursed for any expenses unless authorized in writing by City.

E. Extra Work. At any time during the Term, City may request that RedSpeed perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. RedSpeed shall not perform, nor be compensated for, Extra Work without written authorization from the City.

F. Consideration Adequate. The Parties acknowledge that there is adequate consideration to enforce each and every provision of this Agreement.

6. TERMINATION OF AGREEMENT.

A. For Convenience. City may, by written notice to RedSpeed, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to RedSpeed of such termination, and specifying the effective date thereof, at least 30 calendar days before the effective date of such termination. Upon termination, RedSpeed shall be compensated only for those Services which have been adequately rendered to City, and RedSpeed shall be entitled to no further compensation. RedSpeed may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if RedSpeed avails itself of the Dispute Resolution process set forth below in subsection 8C.

B. For Cause. City may, by written notice to RedSpeed, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to RedSpeed of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination. The City may, but is not obligated to, provide RedSpeed with an opportunity to cure any breach prior to the effective date of any termination for cause. The RedSpeed may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days' notice to City. In case of the RedSpeed's termination for cause, the RedSpeed shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the RedSpeed's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the RedSpeed's performance which is unsatisfactory (the intent being that the RedSpeed be paid what is just and equitable compensation for the RedSpeed's performance of Services rendered to the satisfaction of the City). Upon termination, RedSpeed shall be compensated only for those Services which have been adequately rendered to City, and RedSpeed shall be entitled to no further compensation. Should the RedSpeed avail itself of the Dispute Resolution process set forth below in subsection 3.6C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require RedSpeed to provide all finished or unfinished Documents and Data and other information of any kind prepared by RedSpeed in connection with the performance of Services. RedSpeed shall be required to provide such documents and other information within 21 calendar days of the request. RedSpeed would timely remove all equipment within 60 calendar days from the date of the termination.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by RedSpeed under this Agreement ("Documents & Data"). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by RedSpeed on other projects without the City's express written permission. Within 21 calendar days following the completion, suspension, abandonment or termination of this Agreement, RedSpeed shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the RedSpeed is entitled under the termination provisions of this Agreement, RedSpeed shall provide all Documents & Data to City upon payment of the undisputed amount. RedSpeed shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, RedSpeed shall retain copies of all Documents & Data on file for a minimum of 15 years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, RedSpeed shall notify City and provide City with the opportunity to obtain the Documents & Data.

B. Subcontractor. RedSpeed shall require all Subcontractor to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the Subcontractor prepares under this Agreement. RedSpeed represents and warrants that RedSpeed has the legal right to license any and all Documents & Data. RedSpeed makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than RedSpeed or its Subcontractor, or those provided to RedSpeed by the City.

C. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of RedSpeed shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall

remove the RedSpeed's seal from the Documents & Data. RedSpeed shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. RedSpeed shall not be responsible or liable for any revisions to the Documents & Data made by any party other than RedSpeed, a party for whom the RedSpeed is legally responsible or liable, or anyone approved by the RedSpeed.

D. Indemnification. RedSpeed shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.

E. Confidentiality. To the maximum extent permitted by law, all Documents & Data, either created by or provided to RedSpeed in connection with the performance of this Agreement, shall be held confidential by RedSpeed. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by RedSpeed for any purposes other than the performance of the Services. To the maximum extent permitted by law, RedSpeed shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to RedSpeed that is otherwise known to RedSpeed or is generally known, or has become known, to the related industry shall be deemed confidential. RedSpeed shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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8. GENERAL PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

RedSpeed:

RedSpeed Florida, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Robert Liberman, Manager

City:

Mayor
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:

Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317

City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. To the fullest extent permitted by law, RedSpeed shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of RedSpeed, its officials, officers, employees, subcontractors, RedSpeeds or agents in connection with the performance of the RedSpeed's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the RedSpeed and other persons employed or utilized by the RedSpeed in the performance of this Agreement. The performance of this Agreement (including any amendments thereto) by RedSpeed, its employees, agents, representatives or subcontractor; or (ii) The failure of RedSpeed, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the RedSpeed, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the RedSpeeds, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the RedSpeed, its employees, agents, representatives, or subcontractors; or (v) RedSpeed's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

ii. Additional Indemnity Obligations. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by RedSpeed from the City that such amount is due, be made by RedSpeed prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and RedSpeed shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by RedSpeed of written notice from the City that such payment is due. RedSpeed agrees, at RedSpeed's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by RedSpeed. Additionally, if RedSpeed, after receipt of written notices from the City, fails to make any payment due hereunder to the City, RedSpeed shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from RedSpeed.

iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. Notwithstanding any other provision of this Agreement to which it is applicable, City shall not be liable or responsible to RedSpeed beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to RedSpeed for punitive or

exemplary damages or for lost profits or consequential damages.

iv. The provisions of these paragraph(s) are independent of, and will not be limited by, any insurance required to be obtained by RedSpeed pursuant to this Agreement or otherwise obtained by RedSpeed, and the provisions of these paragraphs survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

v. Program legal challenges. RedSpeed agrees to defend the City and the camera program from legal challenges. To the extent the City and RedSpeed's interests are the same there shall be a common defense with an agreeable law firm experienced in government and municipal law. If it is determined that the City requires its own representation, RedSpeed will pay reasonable defense costs for the City. 'Reasonable defense costs' shall include reasonable attorney's fees, court costs, expert witness fees, and other customary expenses, but shall not include judgments, fines, or penalties assessed against the City, or the costs of any appeals pursued at the City's sole discretion without RedSpeed's consent.

C. Dispute Resolution

i. In the event that any dispute between the City and the RedSpeed concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the RedSpeed to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the RedSpeed) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the RedSpeed shall seek a judicial determination in accordance with the provisions set forth below in subsection 8 D.

ii. No later than 10 calendar Days after the RedSpeed's receipt of the City's determination, the RedSpeed shall respond to the City in writing, either accepting the determination or stating the RedSpeed's factual or legal objection to the determination. If the RedSpeed's response is an objection, the City shall respond in writing to the objection within 10 calendar days after receipt. No further response by either Party shall be required. Thereafter, the RedSpeed may seek a judicial determination of the dispute. In the event that the RedSpeed intends to seek judicial determination of a matter decided by the City, the RedSpeed shall notify the City of its intent to do so within 10 calendar days of the City's final decision.

iii. If required by City, the RedSpeed shall continue to perform the Services required under this Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the RedSpeed complies with the City's written determination, the City shall continue to perform under this Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the RedSpeed fails to submit a dispute to the City as required by this subsection. The continued performance of this Agreement by either Party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under this Agreement or at Law.

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D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and RedSpeed hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

E. Time of Essence. Time is of the essence for each and every provision of this Agreement.

F. CJIS Security Policy:

- Vendors/Contractors Private vendors which, under contract with the Contracting Government Agency (CGA), are permitted access to information systems that process CJI, shall abide by all aspects of the FBI CJIS Security Addendum. a. Any contract between the Contracting Government Agency (CGA) and a vendor permitted such access shall incorporate the FBI CJIS Security Addendum to ensure adequate security of CJIS.
- RedSpeed must maintain a security program for managing access to customer data particularly CJIS information which will include:
 - A preemployment background check;
 - Security training required by Federal CJIS regulations; and
 - Criminal background checks/fingerprints required by Federal or State regulations. RedSpeed will work with the City to provide reasonably required documentation (such as the CJIS Security Addendum Certification form, Exhibit "G"). If required by the City, RedSpeed will provide paper fingerprint cards for security approved personnel with the fingerprinting performed in the state of the RedSpeed staff's job assignment location. This provision will apply during the installation of the Project and for the duration of the City's General Services Agreement.

G. City's Right to Employ Other Contractors. City reserves right employ other Contractors in connection with this Project.

H. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

I. Assignment or Transfer. RedSpeed shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

J. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to RedSpeed include all personnel, employees, agents, and Subcontractors of RedSpeed, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

K. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

L. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

M. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Services provided on behalf of the Districts.

N. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

O. Prohibited Interests. RedSpeed warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the RedSpeeds, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the RedSpeeds. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the RedSpeeds.

P. Conflicts of Interest. RedSpeed covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has

any personal financial interests, direct or indirect, with City. RedSpeed further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of RedSpeed or its employees, must be disclosed in writing to City. RedSpeed is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. RedSpeed warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

Q. Convicted Vendor List. RedSpeed represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. RedSpeed acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a RedSpeed, supplier, Subcontractor or RedSpeed under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

R. Contract Utilization Clause. The parties agree that other governmental entities shall be permitted to access and utilize the terms, conditions, and pricing set forth in this Agreement as third-party beneficiaries. Any such governmental entity may enter into its own contract with RedSpeed based on the terms, conditions, and pricing of this Agreement, subject to any applicable modifications or negotiations between the governmental entity and Redspeed. The City of Plantation shall not be responsible for any obligations, performance, or liabilities associated with contracts entered into by other governmental entities pursuant to this clause. RedSpeed agrees to extend the same terms, conditions, and pricing to other governmental entities in Florida, subject to any modifications mutually agreed upon between RedSpeed and the respective governmental entity.

S. Southeast Florida Governmental Cooperative Purchasing Group, Participating Agencies:

- Named Agencies:
 - City of Coconut Creek
 - City of Delray Beach
 - City of Miami Shores
 - City of Doral
- Other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Firm(s) as a result of this procurement action.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.

T. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

U. Authority to Enter Agreement. RedSpeed has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

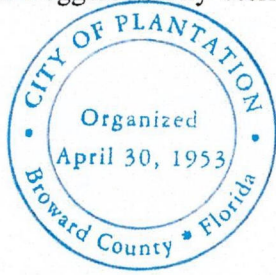
V. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

W. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

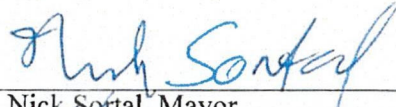
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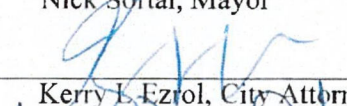
IN WITNESS WHEREOF, CITY OF PLANTATION AND REDSPEED FLORIDA, LLC. have signed this Agreement in duplicate. One counterpart each has been delivered to the City and RedSpeed.

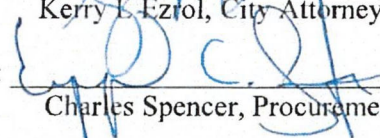
Attest: 
April Beggerow, City Clerk

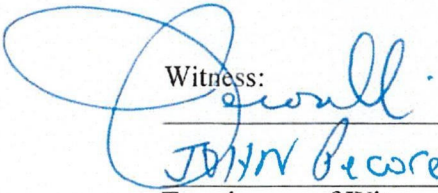


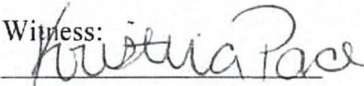
CITY OF PLANTATION

By: 
Nick Sortal, Mayor

As to legal form: 
Kerry L. Ezrol, City Attorney

As to Procurement: 
Charles Spencer, Procurement Director

Witness: 
Typed name of Witness

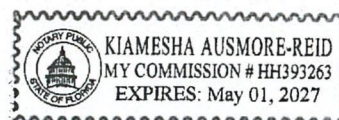
Witness: 
Kristina Pace
Typed name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of June, 2024, by Nick Sortal, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. He is personally known to me or has produced _____ as identification.

My commission expires: May 1, 2027


NOTARY PUBLIC
Admin ~~POST~~ II



Signed, Sealed in the presence of:

REDSPEED FLORIDA, LLC.
a Florida Limited Liability Company

Witness:

[Signature]
Vanessa Torres
Typed name of Witness

Witness:

[Signature]
YESTICA RANCELOFF
Typed name of Witness

By:

[Signature]
Robert Liberman, Manager

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th of May, 2024 (date) by Robert Liberman, as Manager of REDSPEED FLORIDA, LLC, a Florida Limited Liability Company, on behalf of the company. They are personally known to me or who has produced a FL Drivers License (type of identification) as identification.

My commission expires: August 21, 2027

[Signature]
NOTARY PUBLIC

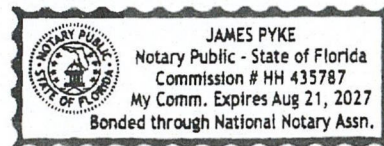


EXHIBIT B

REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled “CITY Scope of Work”. REDSPEED and CITY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by CITY, unless otherwise specified, CITY shall not charge REDSPEED for the cost. All other in-scope work, external to CITY, is the responsibility of REDSPEED.
2. REDSPEED agrees to make every effort to adhere to the Project Timeline agreed upon between the parties and based on the Best and Final Offer.
3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches after completion of site analyses at the CITY’s discretion. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained. REDSPEED will not remove any systems, unless directed by the City. If termination provision within the Agreement is exercised REDSPEED shall remove all equipment and restore property to original condition or better within 60 days after the termination of this agreement.
4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing. REDSPEED will ensure that the website meets all current ADA requirements as may be amended from time to time.
6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of: camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance. REDSPEED shall also conduct annual calibrations as required by Florida Statutes.
7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) hours of determination of a malfunction. No device shall non-functional for more than five (5) calendar days. REDSPEED shall provide City with reports view reports that measure down time. REDSPEED will ensure that while the system is malfunctioning no violations will be captured or, if captured, violations will be discarded and not submitted to review by CITY.

8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of CITY internet connections or infrastructure are excluded from this service level.
9. REDSPEED will establish a demand deposit account bearing the title, "RedSpeed Florida LLC as agent for The City of Pompano Beach at CIBC Bank." All funds collected on behalf of CITY, excluding REDSPEED's weekly fees and any fees (i.e. credit card) associated with electronic processing of violations, will be deposited in this account and transferred by wire on or about the 15th calendar day of the month to CITY's primary deposit bank. CITY will identify the account to receive funds wired from First Midwest Bank. CITY shall sign a W-9 and blocked account agreement, to be completed by CITY, to ensure CITY's financial interest in said bank account is preserved.
10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach/ provide all signage in accordance with State Statutes as may be amended/FDOT criteria.
11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.
12. REDSPEED shall assign a project manager who will be the liaison between CITY and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. CITY shall reserve the right to request a new project manager.
13. REDSPEED shall provide CITY with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.
14. REDSPEED shall provide the Traffic Enforcement Officer with access to RedCheck, for the purposes of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.
15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Traffic Enforcement Officer consistent with State Law.
16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Traffic Enforcement Officer.
17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as CITY's agent.
18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for CITY.
19. If CITY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will

enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.

20. REDSPEED shall provide to CITY access to RedCheck system, which provides CITY with ability to run and print all standard system reports.
21. If required by CITY, REDSPEED shall, at REDSPEED's expense, provide and train CITY with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.
22. In those instances where damage to an SPE System is caused by negligence on the part of CITY or its authorized agent(s), REDSPEED will provide CITY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.
23. REDSPEED shall provide a toll-free, CITY-specific help line to help CITY resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.
 - a. Call Center is for the violator and helpline is for the CITY. The assigned project manager is available as needed and we will provide cell phone number for emergency contact.
24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).
25. REDSPEED shall provide CITY with a warning period consistent with State law. To include but may not be limited, Multi-language PSA, FAQ, Clip Art as needed, printed handouts / posters as needed, social media assistance, PR firm availability.
26. REDSPEED shall provide authorized City users access to on demand video, reporting tools and other online features through its RedCheck and SiteOps programs. RedSpeed will maintain video data forty-five (45) days unless otherwise requested for preservation by the City.
27. CITY will have real-time access to violation and camera data.
28. REDSPEED at the direction of the CITY will install and maintain any required signage including flashers.
29. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and CITY.
30. REDSPEED shall provide/build custom reports for the CITY at no cost.
31. REDSPEED shall adjust enforcement schedule (calendar) within the same day following City's approval.

REDSPEED shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed herein. REDSPEED shall not be reimbursed for any expenses unless authorized in writing by CITY.

File Attachments for Item:

A. Auditor Selection Committee – Consideration and Appointment of Committee Members

Submitted By: City Clerk's Office



Meeting Agenda Item Coversheet

MEETING DATE:		October 6, 2026		Submitted By: City Clerk's Office	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Auditor Selection Committee – Consideration and Appointment of Committee Members			
STAFF RECOMMENDATION: (MOTION READY)		Motion to appoint _____, _____, _____ and _____ as Members of the Auditor Selection Committee.			
SUMMARY and/or JUSTIFICATION:		At the August 4, 2026, Regular City Council Meeting, the City Council approved Resolution 2026-18, establishing an Auditor Selection Committee pursuant to Section 218.391, Florida Statutes. The Committee will consist of one (1) Council Member, who will serve as Chair, and four (4) citizen members. Citizen members should, but are not required to, have backgrounds or experience in accounting, auditing, finance, business, government, or other related or relevant professional disciplines. A Public Notice of Committee Vacancy was published on August 24, 2026. The following applicants submitted applications by the established deadline for consideration by the City Council: • Danielle Brown, Sr. Accountant of Real Estate • Christina Calas, Accounting Manager • Jennyfer Metelus, Tax Accountant • Richard Godes, Public Accounting			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>					
SELECT, if applicable		RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>					
FISCAL IMPACT (if any):					\$

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CITY OF WESTLAKE

RESOLUTION NO. 2026-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, ESTABLISHING PURSUANT TO SECTION 218.391 , FLORIDA STATUTES, AN AUDITOR SELECTION COMMITTEE; PROVIDING FOR THE APPOINTMENT OF FIVE (5) MEMBERS TO THE WESTLAKE AUDITOR SELECTION COMMITTEE; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 218.391, Florida Statutes, requires local governments to establish an Auditor Selection Committee to assist in the selection of an independent certified public accounting firm to perform the City's annual financial audit.

WHEREAS, the Auditor Selection Committee shall consist of five (5) regular members; and

WHEREAS, it is recommended by staff that the Auditor Selection Committee consist of one (1) Council Member as chair, and four (4) citizen members with backgrounds or experience in accounting, auditing, finance, business, management, or other relevant professional disciplines; and

WHEREAS, the City Council deems it to be in the best interests of the City of Westlake to appoint five (5) members to serve on the Audit Committee.

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

SECTION 1. RECITALS. The foregoing "WHEREAS" clauses are hereby ratified and confirmed by the City Council and incorporated herein by this reference.

SECTION 2. ESTABLISHMENT. In accordance with the provisions of Section 218.391 of the Florida Statutes the City Council hereby establishes an Auditor Selection committee and the committee in accordance with Section 218.391 F.S. shall assist the City Council in selecting an auditor to conduct the annual financial audit and may serve other audit oversight purposes as may be determined by the City Council from time to time.

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SECTION 3. APPOINTMENT. The City Council of the City of Westlake, Florida, hereby appoints the following five (5) members to serve on the Audit Committee until _____:

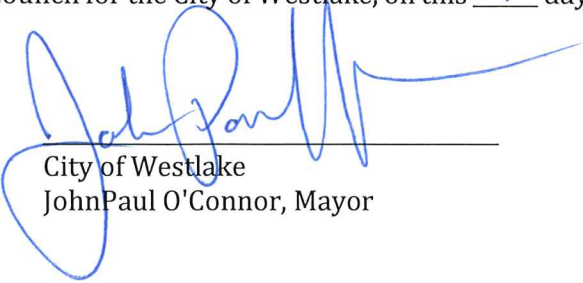
Audit Committee Members

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

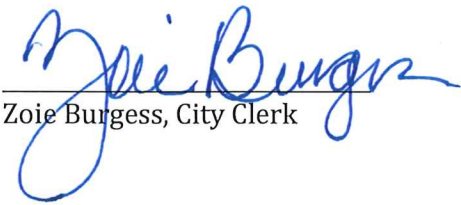
SECTION 5. SEVERABILITY. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6. 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 4 day of August 2026.



City of Westlake
John Paul O'Connor, Mayor



Zoie Burgess, City Clerk

CITY OF WESTLAKE

FLORIDA

CITY COUNCIL

JohnPaul O'Connor
Mayor

Greg Langowski – Seat 4
Vice Mayor

Gary Werner – Seat 1
Erik Gleason – Seat 2
Charlotte Leonard – Seat 3



ADMINISTRATION

Howard W. Brown, Jr., ICMA-CM
City Manager

CITY ATTORNEY

Donald J. Doody, Esq.
City Attorney

NOTICE OF COMMITTEE VACANCY

THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, IS ACCEPTING APPLICATIONS FROM THOSE RESIDENTS INTERESTED IN SERVING ON THE FOLLOWING BOARD/COMMITTEE:

Audit Selection Committee

Four (4) Audit Selection Committee Member Positions Available

The City of Westlake is seeking qualified residents interested in serving on the **Audit Selection Committee**. The Committee plays an important role in supporting the City's commitment to transparency, accountability, and sound financial management by assisting the City Council in the selection of an independent auditing firm.

The City is currently accepting applications to fill **four (4) committee vacancies**.

Qualified residents interested in serving their community are encouraged to apply.

Ideal candidates should have:

- An interest in government transparency and accountability
- A commitment to responsible financial oversight
- A willingness to review information and participate in public meetings
- An interest in supporting the City's financial stewardship efforts

Professional experience in finance, accounting, business, government, or related fields is beneficial but not required.

Mission & Purpose

The Audit Selection Committee is established pursuant to Section 218.391, Florida Statutes, which requires local governmental entities to establish an auditor selection committee prior to entering into a contract for annual financial audit services.

The primary purpose of the Committee is to assist the City Council in selecting a qualified certified public accounting firm to conduct the City's annual financial audit. The Committee supports a fair, objective, and transparent selection process by evaluating qualified firms based on established criteria, including experience, qualifications, ability to provide required services, and other factors relevant to the City's auditing needs.

The Committee may also serve in an advisory capacity for additional audit oversight responsibilities as determined by the City Council.

Responsibilities

The Audit Selection Committee will:

- Establish evaluation criteria for reviewing audit service proposals.
- Review and evaluate proposals submitted by qualified auditing firms.
- Consider qualifications, experience, technical capabilities, and ability to perform required services.
- Rank qualified firms in order of preference.
- Provide recommendations to the City Council for final consideration and contract negotiations.
- Support a transparent and accountable auditor selection process.

The Committee will not select the City's auditor. Final approval of the auditor selection and contract remains the responsibility of the City Council.

Please download and complete an Advisory Board/Committee Application from the Boards & Committee page on the City's Website - <https://www.westlakegov.com/bc>. Please submit board application and letter of interest and/or resume to the City Clerk's office by email to zburgess@westlakegov.com . Please contact the City Clerk's Office at (561) 530-5880 with any questions. **Deadline to submit: Monday, September 14, 2026, by 4:00 PM.**

Zoie Burgess, CMC
City Clerk, City of Westlake
Posted: August 24, 2026

Danielle Brown

Senior Accountant, Real Estate

Westlake, FL | dlefebvre222@gmail.com | (786) 239-5297

Work Experience

Senior Accountant of Real Estate

Florida Crystals — West Palm Beach, FL | May 2023 to Present

- Manage construction and development budgets, cash accounting activities, monthly bank reconciliations, construction loan draws, development invoice approvals and financial statement preparation.
- Monitor payroll accounts and partner with Payroll, Accounts Payable, and Cash Management to resolve reconciliation issues.
- Manage intercompany accounting activities, including monthly billings, monitoring, and reconciliations.
- Support fixed asset accounting activities, including CIP review, asset setup, depreciation, impairment monitoring, disposals, and variance analysis.
- Compile and maintain accounting support for audits, surveys, and related information requests

Senior Accountant

V Starr Interiors LLC — West Palm Beach, FL | April 2020 to May 2023

- Manage daily accounting operations, including month-end and year-end close, accounts payable and receivable, general ledger activity, payroll, utilities, cash forecasting, capital asset reconciliations, and fixed asset activity.
- Ensure compliance with GAAP principles and internal accounting policies.
- Monitor and analyze accounting data to prepare accurate financial reports and statements.
- Improve accounting systems and procedures by identifying issues and initiating corrective actions.
- Establish and enforce proper accounting methods, policies, and controls.

Audit Staff Accountant

Caler Donten Levine CPA — West Palm Beach, FL | October 2018 to March 2020

- Completed reviews and compilations for privately held for-profit companies and individuals.
- Assisted with audits for government, nonprofit, and privately held for-profit entities.
- Evaluated and tested internal controls.
- Prepared and recorded adjusting journal entries.
- Analyzed and reproduced financial statements.

Accounts Payable Specialist, Family Office

Caler Donten Levine CPA — West Palm Beach, FL | July 2016 to October 2018

- Prepared annual budget and payroll reports.
- Restructured charts of accounts and completed account reconciliations.
- Processed check payments for high-net-worth Family Office clients.
- Reconciled monthly statements and related transactions.
- Prepared sales tax filings, Forms 940 and 941, and 1099 reporting.
- Prepared and submitted payroll.

Office Manager

Trade-Links Partners LLC — Fort Lauderdale, FL | February 2015 to July 2016

- Oversaw daily office and warehouse operations.
- Managed accounts receivable and accounts payable, including daily invoicing, customer payment posting, balance updates, and weekly international wire payments to suppliers.
- Prepared weekly, quarterly, and annual financial reports for company owners and investors.
- Processed payroll through ADP and managed human resources functions.
- Completed monthly account reconciliations.

Property Manager / Bookkeeper

Newport Center Partners — Deerfield Beach, FL | February 2015 to June 2016

- Managed monthly tenant invoicing, deposits, and balance updates.
- Tracked vendor invoices and processed weekly payments.
- Filed and paid monthly sales tax.
- Provided owners with quarterly financial data reports.
- Completed monthly account reconciliations.
- Oversaw large construction projects on commercial property site.

Bookkeeper and Sales Associate

Office Edge — Boca Raton, FL | May 2013 to February 2015

- Operated a telephone switchboard for multiple businesses.
- Maintained positive client relationships and provided daily office support.
- Developed new contacts and built relationships with prospective clients.
- Increased sales by enhancing services for new and existing clients.

Education

Master of Accounting

Florida Atlantic University — Boca Raton, FL | August 2019

Bachelor of Science in Exercise Science and Health Promotion

Florida Atlantic University — Boca Raton, FL | May 2014

Skills and Certifications

- QuickBooks — 10 years
- Microsoft Excel — 16+ years
- Quicken — 6 years
- Peachtree — 6 years
- T-Value — 5 years
- SAP — 3 years
- RealPage — 3 years
- Sage 300 Construction and Real Estate — 3 years
- Certified Bookkeeper, American Institute of Professional Bookkeepers
- Fluent in Spanish



Advisory Board/Committee Application

DATE:	8/25/2026	NAME:	Danielle Brown
ADDRESS:	15948 Whippoorwill Circle Westlake FL 33470		
PHONE:	786-239-5297	E-MAIL:	dlefebvre222@gmail.com
What is the Board/Committee of your choice?		Audit	
How long have you lived in the City of Westlake?		Since July 2020	
Are you a full-time resident? If not, how many months do you reside in City?			Full-time
Are you a registered voter?		Yes	
Current occupation and employer, if retired, please list previous occupation and employer:		Sr. Accountant of Real Estate, Florida Crystals	
Do you currently hold public office? If so, what is the office?			N/A
Please list any business, volunteer, community activities you have been involved in:			
I am actively involved with the Chamber of the Palm Beaches and recently completed the 2025 Leadership West Palm Beach program. Through this experience, I have expanded my understanding of local government, community engagement, and regional leadership. As a resident of Westlake, I regularly participate in City and HOA events and am committed to supporting initiatives that strengthen our community.			
Have you ever been convicted, plead no contest, plead guilty or had the adjudication of guilt withheld for any criminal offense other than a minor traffic violation? If yes, please explain.			
No			
Would you and/or any organization with which you are affiliated, benefit from decisions or recommendations made by this advisory board/committee? If yes, explain:			
No			
Experience. Please list experience and/or and any knowledge, skills, abilities, or qualifications that you possess and believe relevant to the board/committee for which you seek appointment:			
As a Senior Accountant in Real Estate with Florida Crystals, I am familiar with various types of financial reporting, internal controls, and organizational governance. In my current role, I work closely with our external auditors to provide reporting and procedures for testing. Prior to joining Florida Crystals, I worked in public accounting, where I participated in audits of municipal entities, including the Town of Juno Beach and the City of Delray Beach. This experience has provided me with a strong understanding of governmental financial oversight, transparency, and accountability, which I believe would be valuable in serving on the Audit Committee.			

Resumes are encouraged to be attached, and any other information you feel pertinent. This application should be forwarded to the City Clerk, Zoie Burgess: zburgess@westlakegov.com or by mail/in person: City of Westlake, City Clerk's Office 4001 Seminole Pratt Whitney Road, Westlake, Florida 33470.

Thank you for volunteering to serve the citizens of Westlake.



Advisory Board/Committee Application

DATE:	9/2/2026	NAME:	Christina Calas
ADDRESS:	15539 Goldfinch Circle		
PHONE:	561-866-4216	E-MAIL:	CMScinicariello@gmail.com
What is the Board/Committee of your choice?		Audit Committee	
How long have you lived in the City of Westlake?		6 years	
Are you a full-time resident? If not, how many months do you reside in City?			Full time
Are you a registered voter?		Yes	
Current occupation and employer, if retired, please list previous occupation and employer:		Accounting Manager, Sound Extreme, Inc.	
Do you currently hold public office? If so, what is the office?			No
Please list any business, volunteer, community activities you have been involved in:			
I was a volunteer on our HOA board for the past 5 years & for 2 years in Mezzano prior to Westlake. I was a volunteer on the Westlake amenity board to help determine the new amenity.			
Have you ever been convicted, plead no contest, plead guilty or had the adjudication of guilt withheld for any criminal offense other than a minor traffic violation? If yes, please explain.			
No			
Would you and/or any organization with which you are affiliated, benefit from decisions or recommendations made by this advisory board/committee? If yes, explain:			
No			
Experience. Please list experience and/or and any knowledge, skills, abilities, or qualifications that you possess and believe relevant to the board/committee for which you seek appointment:			
I have 24 years of accounting experience. I am a certified Forensic accountant, having worked in public & private accounting throughout my career. I have an extensive background in tax, corporate write-up, Audit, & Forensic accounting. I am big on transparency & I pick apart budgets & I'm not afraid to ask questions. I enjoy learning & helping others when I can.			

Resumes are encouraged to be attached, and any other information you feel pertinent. This application should be forwarded to the City Clerk, Zoie Burgess: zburgess@westlakegov.com or by mail/in person: City of Westlake, City Clerk's Office 4001 Seminole Pratt Whitney Road, Westlake, Florida 33470.

Thank you for volunteering to serve the citizens of Westlake.

Christina Calas

15539 Goldfinch Circle, Westlake, FL 33470
Phone: (561) 866-4216 • Email: CMScinicariello@gmail.com

Professional Experience

Sound Extreme, Inc. (A Grace Digital/Ecoxgear Company) 11/2023 – Present
Accounting Manager

- Start up Company: Set up and manage the new sister company, Sound Extreme, in QuickBooks and all integrations for our sales channels.
- Manage day-to-day operations and perform 95% of all transactions for the company; Deposits, AR, AP, Intercompany Transactions, Credits, Journal Entries, Balance Sheet Recs, Monthly Financial Package, Inventory Management, Logistics, Imports, Customer Support & Setup, Prepare & file sales tax for multiple states and Order Processing
- Make financial recommendations to maintain and increase the financial health of the company
- Manage a team of 2 – logistics and accounting.
- Create/Manage various ad-hoc projects.

MB Consulting Group, LLC (Company closed in 11/2023) 2/2023 – 11/2023
Senior Accountant

- Client lead on SMB companies and key relationship manager for SMB clients
- General responsibilities include bookkeeping in Quickbooks Online such as coding transactions, preparing journal entries, accrual and cash basis accounting, bank reconciliations, balance sheet substantiations, and monthly client meetings
- Other workflows include onboarding new clients, accounts payable processes, accounts receivable, and sales tax processes
- Assisted SMB clients with weekly and monthly cash flow forecasting and assisted CFO with detailed financial planning & analysis and annual budgets

Total Warranty Services, West Palm Beach, FL 2/2014 – 2/2023
Accounting Manager

- Manage a team of 13 accounting specialists responsible for journal entries, billing, AP and AR
- Analyze monthly and quarterly financial statements to present to senior management
- Prepare documentation for external audits
- Prepare financials – Inter-companies and Reinsurance companies in compliance with GAAP
- Research/Create/Update SOPs – working towards process improvements
- Provide leadership and accounting guidance for team
- Oversee account reconciliations and bank reconciliations
- Review and send monthly reporting to our CFO
- Research, analyze monthly discrepancies – provide support for discrepancies
- Create/Manage various ad-hoc projects

Jupiter Medical Center, Inc., Jupiter, FL 1/2012 – 2/2014
Financial Analyst

- Cash Accountant - Prepare journal entries and account recs for the main operating accounts, prepare and files sales tax

- Daily Functions - Reporting daily cash and deposits, weekly estimated cash, intercompany transfers, and wire payments
- Board Package - Prepare PowerPoint to present to the Board and assist Controller with preparation of the Board package monthly
- Unclaimed Property - Keep track, perform due diligence, and submit to state on an annual basis
- Various projects - Assist finance department and other departments with various projects

Cinnamin O'Shell Turk CPA PA, Delray Beach, FL
Forensic Accountant

9/2008 - 6/2011

- Forensic Accounting - Litigation Support - Analysis of financial accounts to determine hidden assets, profit and loss analysis, balance sheet analysis, and historical income and expenditure calculation/analysis
- Business Valuation - Analyze company books, prepare financial statements, adjustments (i.e., allocation of personal vs business expenses), yearend adjustments, and the calculation of monthly/annual business income and expenses
- Prepare Equitable Distribution Schedules, income tax return comparisons, internet research, and tracing of assets
- Prepare Financial Affidavits - including calculating monthly income, expenses, and deductions
- Prepare Standard of Living Analysis in QuickBooks - Analyzing and creating reports based upon financial accounts such as, credit cards, bank accounts, and investment accounts, that aid in the calculation of monthly and annual expenditures
- Prepare Exhibit Binders and Document Requests, meetings with clients and working with Attorneys
- Production Control - entry of documents into paperless computer program
- Prepare Individual and Corporate tax returns

Rampell & Rampell, Palm Beach, FL
Staff Accountant

7/2007 – 7/2008

- Audits- assisted in various nonprofit and yellow book audits
- Prepare 1040's for 25+ clients and 1120's for 25+ clients
- Prepare 990 returns for 5+ clients, prepare W-2's and prepare 1099's
- Litigation - assisted on a bankruptcy case
- Campaign account - tracked contributions for a campaign account

Southeast Accounting, Pompano Beach, FL
Junior Staff Accountant

12/2005 – 12/2006

- Write-up - enter transactions, journal entries, bank reconciliations, and financial statements
- Prepare sales tax for 10 corporations, prepare liquor tax for 2+ corporations, and prepare payroll tax for 20+ corporations
- Prepare 941's for 30 corporations, prepare UCT-6's for 30 corporations, and prepare 940's for 30 corporations
- Prepare 1040's for 25+ clients and prepare 1120's for 30 corporations

Feldman & Feldman CPA, Boca Raton, FL
Office Manager/Data Entry Clerk/Tax Preparer

8/2003 – 9/2005

- Oversee day to day operations of incoming/outgoing paperwork: manage 50 monthly clients and 40 quarterly clients and UPS/Mailing; handled checks, wrote up deposits, deposited at bank

- Scheduling appointments/Confirming appointments daily, answer phones, order supplies and prepare files/filing; collating - collated 1040's, 1120's, Comps & Reviews, 940's, 941's, and UCT-6's
- Data Entry: entered transactions monthly/quarterly for 50 monthly clients and 40 quarterly clients and entered 300+ tax returns
- Accounts Receivable - kept track of A/R for corporate and 1040 clients
- Payroll - prepared payroll and called in tax due for 3 clients

Education

CPA Eligible

Florida Atlantic University Boca Raton, FL 1/2004 - 5/2007
Bachelor's in Business Administration with a major in Accounting

Post University Waterbury, CT	6/2008 - 12/2009
Certification in Forensic Accounting	

Computer Skills

- Advanced Microsoft Excel
- Shopify
- Cin7
- VBA
- Microsoft Word
- Microsoft PowerPoint
- Microsoft Outlook
- Creative Solutions
- UltraTax
- QuickBooks Certified
- Fin Plan
- EDS
- Engagement
- McKesson - HEFM, HPF, Reports,
- Sage
- PCMI Contracting System
- JIRA
- Star
- Genius Sheets
- NetSuite
- Bill.com
- Brex



Advisory Board/Committee Application

DATE:	9/12/2026	NAME:	RICHARD GOODES
ADDRESS:	5313 HUTCHINSON WAY WESTLAKE 33470		
PHONE:	617-759-1040	E-MAIL:	rgodes@verizon.net
What is the Board/Committee of your choice?		AUDIT	
How long have you lived in the City of Westlake?		1 YEAR 3 MONTHS	
Are you a full-time resident? If not, how many months do you reside in City?		YES 12 MONTHS	
Are you a registered voter?		YES	
Current occupation and employer, if retired, please list previous occupation and employer:		RETIRED BUT STILL PART TIME	
Do you currently hold public office? If so, what is the office?		NO	
Please list any business, volunteer, community activities you have been involved in:			
SEE ATTACHED LETTER			
Have you ever been convicted, plead no contest, plead guilty or had the adjudication of guilt withheld for any criminal offense other than a minor traffic violation? If yes, please explain.			
NO			
Would you and/or any organization with which you are affiliated, benefit from decisions or recommendations made by this advisory board/committee? If yes, explain:			
NO			
Experience. Please list experience and/or and any knowledge, skills, abilities, or qualifications that you possess and believe relevant to the board/committee for which you seek appointment:			
SEE ATTACHED LETTER. WAS FVW TIME CPA OVER 50 YEARS INITIALLY WORKED FOR PRICE WATERHOUSE			

Re: The latest news for you

From: rgodes@verizon.net <rgodes@verizon.net>

To: gwerner@westlakegov.com

Date: Aug 20, 2026, 9:34 PM

Hi Gary

I have been in public accounting for 60 years. While I have been mostly retired for the past 6 years, I try to keep current. I started my career at a national accounting firm for 3 years after graduating college. The remainder of the above years was spent with local accounting firms.

The national firm did strictly audit work. The local firms did compilation and review primarily, but i still applied audit techniques to help present accurate and reliable financial reports

Additionally, while living up North I served on 4 different condominiums boards, and usually as the treasurer. Moving South, I served briefly as treasurer of my 1st HOA. I then moved to another HOA and was on the finance committee for almost 15 years.

I was responsible to review work of a condo treasurer and uncovered over \$50,000 in misdirected fund in the 1980's.

I also identified an independent property manager of a HOA misusing HOA funds.

If I could be of assistance to the city council in interviewing a CPA firm for the upcoming audit, I would be pleased to assist.

Richard



On Thursday, August 20, 2026 at 02:06:38 PM EDT, gwerner@westlakegov.com <gwerner@westlakegov.com> wrote:



Advisory Board/Committee Application

DATE:	08/27/2026	NAME:	Jennyfer Metelus
ADDRESS:	5741 Shore Pine Place Westlake FL 33470		
PHONE:	954-856-9030	E-MAIL:	jennyfer@beyondtaxandaccounting.com
What is the Board/Committee of your choice?			
How long have you lived in the City of Westlake?		2 years	
Are you a full-time resident? If not, how many months do you reside in City?			Yes
Are you a registered voter?		Yes	
Current occupation and employer, if retired, please list previous occupation and employer:		Accountant, Beyond Tax & Accounting Inc	
Do you currently hold public office? If so, what is the office?			No
Please list any business, volunteer, community activities you have been involved in:			
Founder & CEO, Beyond Tax & Accounting Inc., Business mentor and educator, Organizer of community events that foster neighborhood engagement and connection.			
Have you ever been convicted, plead no contest, plead guilty or had the adjudication of guilt withheld for any criminal offense other than a minor traffic violation? If yes, please explain.			
No			
Would you and/or any organization with which you are affiliated, benefit from decisions or recommendations made by this advisory board/committee? If yes, explain:			
No			
Experience. Please list experience and/or and any knowledge, skills, abilities, or qualifications that you possess and believe relevant to the board/committee for which you seek appointment:			
I have over 13 years of experience helping individuals, entrepreneurs, and small businesses achieve financial stability and long-term success through accounting, tax planning, bookkeeping, business advisory, and tax resolution services. I believe my leadership experience, financial expertise, collaborative approach, and passion for serving the community would allow me to make a meaningful contribution to the board.			

Resumes are encouraged to be attached, and any other information you feel pertinent. This application should be forwarded to the City Clerk, Zoie Burgess: zburgess@westlakegov.com or by mail/in person: City of Westlake, City Clerk's Office 4001 Seminole Pratt Whitney Road, Westlake, Florida 33470.

Thank you for volunteering to serve the citizens of Westlake.

JENNYFER METELUS EA, MBA

Westlake, Florida 33470 ♦ (954) 856-9030 ♦ jennyfer@beyondtaxandaccounting.com

PROFESSIONAL SUMMARY

Tax Accountant with 13 years of business and individual taxation experience and business financials and operations experience. Proficiency in use of computers and accounting and tax software programs. Excellent analytical and time management skills, strong numeracy skills and keen attention to detail to drive results.

SKILLS

Critical Thinking Capacity

GAAP Understanding

General Ledger Reconciliations

Tax Return Preparation (Federal & State)

Bookkeeping and Reconciliation

Relationship Building

Microsoft Office

Financial Statements

Strong Organizational Skills

Tax Computing

Strategic Visioning

Corporate Tax Filings

Drake Tax Mastery

ProAdvisor in QuickBooks Online & Desktop

Cash Flow Analysis

WORK HISTORY

Tax Accountant, 01/2019 - Current

Beyond Tax & Accounting Inc

- Successfully oversee company's financial data and compliance by maintaining accurate books on accounts payable and receivable, payroll, and daily financial entries and reconciliations
- Review financial reports to correctly ascertain taxation and statement requirements.
- Train junior staff how to prepare statements, resolve discrepancies and maximize efficiency.
- Examine accounts and records and computed tax returns according to prescribed rates, laws and regulations.
- Respond promptly to official tax notices requiring clarifications and additional submissions.
- Compute tax depreciation rates on business assets like technology and vehicles.
- Reconcile tax accounts to prevent discrepancies and maintain readiness for expected tax liabilities.
- Prepare federal and state income tax returns for individuals, businesses, and non-profits.
- Trained clients on QuickBooks to help make tax management easier.

- Reduce errors in tax filings by implementing thorough quality control measures and staff training programs.
- Provide expert tax advice to clients, resulting in significant tax savings and improved financial planning.

Tax Accountant, 01/2012 - 01/2019

Liberty Tax Service

- Successfully owned and operated two tax preparation offices while managing all business affairs, staffing, and client interactions.
- Examined accounts and records and computed tax returns according to prescribed rates, laws and regulations.
- Managed multiple tax projects simultaneously, ensuring deadlines were met and clients were satisfied.
- Conducted thorough reviews of financial records to ensure accuracy in reporting income, deductions, and credits.
- Worked closely with clients to properly fill out tax forms and file tax returns electronically.
- Prepared federal and state income tax returns for individuals, businesses, and non-profits.

EDUCATION

Masters of Business Administration

KAPLAN UNIVERSITY - Fort Lauderdale, FL

CERTIFICATIONS

- QUICKBOOKS ONLINE PROADVISOR
- LICENSED ENROLLED AGENT

File Attachments for Item:

B. Auditor Selection Committee – Consideration and Appointment of Chair

Submitted By: City Clerk's Office

RESOLUTION NO. 2026-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA,
PROVIDING FOR THE APPOINTMENT OF**

**_____ AS THE CHAIR TO THE
WESTLAKE AUDITOR SELECTION COMMITTEE; PROVIDING FOR CONFLICTS,
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**



Meeting Agenda Item Coversheet

MEETING DATE:		October 6, 2026		Submitted By: City Clerk's Office	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Auditor Selection Committee – Consideration and Appointment of Chair			
STAFF RECOMMENDATION: (MOTION READY)		Motion to appoint _____ as Chair of the Auditor Selection Committee			
SUMMARY and/or JUSTIFICATION:		At the August 4, 2026, Regular City Council Meeting, the City Council approved Resolution 2026-18, establishing an Auditor Selection Committee pursuant to Section 218.391, Florida Statutes. The Committee will consist of one (1) Council Member, who will serve as Chair, and four (4) citizen members.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>					
SELECT, if applicable		RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>					
FISCAL IMPACT (if any):					\$

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CITY OF WESTLAKE

RESOLUTION NO. 2026-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE,
FLORIDA, PROVIDING FOR THE APPOINTMENT OF
_____ AS THE CHAIR TO THE
WESTLAKE AUDITOR SELECTION COMMITTEE; PROVIDING FOR
CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, it is recommended by staff that the Auditor Selection Committee consist of one (1) Council Member as chair, and four (4) citizen members with backgrounds or experience in accounting, auditing, finance, business, management, or other relevant professional disciplines; and

WHEREAS, the City Council deems it to be in the best interests of the City of Westlake to appoint a chairperson to the Audit Committee.

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

SECTION 1. RECITALS. The foregoing "WHEREAS" clauses are hereby ratified and confirmed by the City Council and incorporated herein by this reference.

SECTION 2. APPOINTMENT. The City Council of the City of Westlake, Florida, hereby appoints _____ to serve as the Chair of Westlake’s Auditor Selection Committee.

SECTION 3. 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 4. 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 _____ 2026.

City of Westlake
JohnPaul O'Connor, Mayor

Zoie Burgess, CMC City Clerk

File Attachments for Item:

C. Mutual Aid Agreement to Provide Natural Disaster Debris Removal, Reduction and Disposal Between the City of Westlake and Phillips Heavy, Inc.

Submitted By: Operations Coordinator

RESOLUTION NO. 2026-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THE MUTUAL AID AGREEMENT FOR HURRICANE / DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL WITH PHILLIPS HEAVY, INC.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND 12 PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		October 6 th , 2026		Submitted By: Hanif David Christie	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Mutual aid agreement to provide natural disaster debris removal, reduction and disposal between The City of Westlake and Phillips Heavy, Inc.			
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve the Mutual Aid Agreement for Hurricane / Disaster Debris Removal, Reduction and Disposal between Solid Waste Authority of Palm Beach County and Philips Heavy, Inc. and authorize the Mayor to execute the agreement, subject to final legal review and approval by the City Attorney.			
SUMMARY and/or JUSTIFICATION:		The mutual aid agreement establishes a cooperative framework between the City of Westlake and Phillips Heavy, Inc for disaster debris removal, reduction and disposal. Under this agreement, the City will have Phillips Heavy complete the following: Debris Removal and Disposal Operations from residential public and private streets, roads and rights-of-way and delivered to a Temporary Debris Management Site(s) (TDMS) designated by the Authority, immediately after a hurricane or other disaster. TDMS Operations which includes daily operations as well as reclamation of the site to its pre-storm condition or as directed by the Solid Waste Authority Emergency Management Coordinator. Processing, Loading and Hauling Material from TDMS to final destination. Phillips Heavy, Inc shall perform all work in strict accordance with Federal Emergency Management Agency (FEMA) guidelines in order to maximize recovery of reimbursable expenses. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This agreement is necessary, if a separate Interlocal Agreement with the Seminole Improvement District cannot be assented. To which they would have Phillips Heavy, Inc provide these services throughout the City of Westlake on our behalf.			
SELECT, if applicable		AGREEMENT:		X	BUDGET:
		STAFF REPORT:			PROCLAMATION:
		EXHIBIT(S):			OTHER:
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>					

SELECT, if applicable	RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>				
FISCAL IMPACT <i>(if any):</i>	The City may incur costs associated with disaster debris monitoring, and non-reimbursable disposal activities as outlined in the agreement. Eligible costs may qualify for reimbursement through FEMA, the State of Florida, or other reimbursing agencies subject to applicable regulations and funding availability.			\$



City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, FL 33470

RE: Mutual Aid Agreement for Hurricane/Disaster Debris Removal, Reduction and Disposal between Solid Waste Authority of Palm Beach County, and Phillips Heavy, Inc. (f/k/a Phillips and Jordan, Inc.)

Phillips Heavy, Inc. (Phillips) and the Solid Waste Authority of Palm Beach County have executed an Agreement for Hurricane/Disaster Debris Removal, Reduction and Disposal, Agreement No. 22-201C effective May 8, 2022, through May 7, 2028.

Article 33 (Agreements with other Government Entities) of Agreement No. 22-201C states:

The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and local government agencies of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so.

The Agreement in no way restricts or interferes with any State Agency or local government agencies of the State of Florida from re-solicitation.

I would like to offer to the City of Westlake Fla., to enter into this agreement with Phillips Heavy, Inc. per Article 33 of Agreement No. 22-201C. This offer is made at the same terms and conditions stated in the referenced agreement.

Please return one fully executed original letter upon acceptance.

Sincerely,

PHILLIPS HEAVY. INC.

City of Westlake, FL

Name: _____

Name: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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CITY OF WESTLAKE

RESOLUTION NO. 2026-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THE MUTUAL AID AGREEMENT FOR HURRICANE / DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL WITH PHILLIPS HEAVY, INC.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council deems it to be in the best interests of the City to approve and authorize the Mayor or Vice Mayor to execute the Mutual Aid Agreement for Hurricane / Disaster Debris Removal, Reduction and Disposal with Phillips Heavy, Inc.;

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

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

SECTION 2. The City Council of the City of Westlake, Florida, hereby approves and authorizes the Mayor or Vice Mayor to execute the Mutual Aid Agreement for Hurricane / Disaster Debris Removal, Reduction and Disposal with Phillips Heavy, Inc.; A copy of the Mutual Aid Agreement is attached hereto as Exhibit "A".

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

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

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

PASSED AND APPROVED by City Council for the City of Westlake, on this ____ day of _____ 2026.

City of Westlake
JohnPaul O'Connor, Mayor

Zoie Burgess, CMC, City Clerk

File Attachments for Item:

D. Annual Ceremonial Proclamations List

Submitted By: City Clerk's Office



Meeting Agenda Item Coversheet

MEETING DATE:		October 6, 2026		Submitted By: City Clerk's Office	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Annual Ceremonial Proclamations List			
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve the Annual Proclamations List as presented			
SUMMARY and/or JUSTIFICATION:		Staff would like to present the attached list of ceremonial proclamations for the Fiscal Year 2026-2027.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>					
SELECT, if applicable		RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank) <u>Please keep text indented.</u></i>					
FISCAL IMPACT (if any):					\$

2026-2027 Proclamation List

MONTH	PROCLAMATION
October	National Breast Cancer Awareness
October	Florida City Government Week
November	Veterans Day
January	MLK – Martin Luther King Jr Day
January	Holocaust Remembrance Day
February	Declaring February Black History Month
February	Declaring February Heart Health Month
March	Water Conservation Month
March	Florida Bicycle Month
March	Let's Move Palm Beach County
March	Women's History Month
April	National Day of Remembrance
May	Municipal Clerks Week
May	Water Reuse Week
May	Mental Health Awareness Month
June	Juneteenth Independence Day
June	Habitat For Humanity (National Homeownership Month)
September	Hunger Action Month
September	Hispanic Heritage Month
September	Constitution Week
September	Patriots Day / Day of Remembrance
September	Suicide Awareness with 2-1-1

File Attachments for Item:

E. Consideration and Approval of the City of Westlake 2026–2027 Strategic Plan

Submitted By: City Manager

RESOLUTION NO. 2026-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA,
APPROVING THE 2026-2027 STRATEGIC PLAN 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

MEETING DATE:		October 6, 2026		Submitted By: City Manager	
SUBJECT: <i>This will be the name of the Item as it will appear on the agenda</i>		Consideration and Approval of the City of Westlake 2026–2027 Strategic Plan			
STAFF RECOMMENDATION: (MOTION READY)		Staff recommends that the City Council review, discuss, and approve the City of Westlake 2026–2027 Strategic Plan, with any amendments or additional direction provided by the City Council.			
SUMMARY and/or JUSTIFICATION:		The City of Westlake previously established a Strategic Plan identifying priorities and activities intended to guide the City's continued development and operations. On September 8, 2026, the Mayor and City Council conducted a Strategic Planning Session to review the City's existing strategic priorities, discuss the status of activities contained in the 2025 Strategic Plan, and identify priorities and initiatives for the upcoming planning period. Based on the discussion and direction provided during the Strategic Planning Session, staff prepared the proposed City of Westlake 2026–2027 Strategic Plan. The Plan carries forward and updates several priorities from the 2025 Strategic Plan and incorporates additional areas identified during the Council's discussion. The Plan also includes a crosswalk showing the relationship between the 2025 goals and the proposed 2026–2027 goals: The proposed Strategic Plan establishes the following ten strategic goals: 1. Collaborating with Minto Communities 2. Innovation, Efficiency and Future Readiness — Position Westlake as a City of Innovation 3. Establishing a City Hall 4. Installing Public Safety Technology 5. Completing Road Interconnectivity 6. Determining the Future of a City Park 7. Cost Recovery 8. Charter Review and Potential Amendments to the Charter and Ordinances 9. City Council Rules of Procedure and Decorum 10. Inframark Agreement Each goal includes objective, specific activities, and anticipated timeframes for implementation. The Plan also provides for Citywide public engagement related to potential Charter amendments, the future permanent City Hall, and future City Park amenities and programming.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S): Strategic Plan		OTHER:	

IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	DRAFT 2026–2027 STRATEGIC PLAN		
SELECT, if applicable	RESOLUTION:	X	ORDINANCE:
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>			
FISCAL IMPACT <i>(if any):</i>	Approval of the Strategic Plan itself does not authorize any expenditure of City funds. Certain activities identified in the Plan may have future fiscal impacts. Any expenditures requiring City Council authorization will be presented separately through the City's budget, procurement, contractual, or other applicable approval process.		\$0

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CITY OF WESTLAKE
RESOLUTION NO. 2026-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA,
APPROVING THE 2026-2027 STRATEGIC PLAN FOR THE PURPOSE OF
DEFINING THE CITY’S STRATEGIC PLAN; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on September 8, 2026, the Mayor and City Council conducted a Strategic Planning Session to review the City’s existing strategic priorities.

WHEREAS, the City Council deems it to be in the best interests of the City to approve the 2026-2027 Strategic Plan Proposal;

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

SECTION 1. The foregoing "WHEREAS" clauses are 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 the 2026-2027 Strategic Plan for the purpose of defining the City’s Strategic Plan. A copy of the Strategic Plan 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 _____ 2026.

City of Westlake
JohnPaul O'Connor, Mayor

Zoie Burgess, City Clerk



CITY OF WESTLAKE, FLORIDA

DRAFT 2026–2027 STRATEGIC PLAN

Updated Following the September 8, 2026 Strategic Planning Session

Includes 2025 Strategic Plan Crosswalk

MISSION, VISION AND CORE VALUES

During the September 8, 2026 Strategic Planning Session, the Mayor and City Council reviewed the City's existing Mission and Vision and determined that changes were not necessary. The Mission and Vision are therefore reaffirmed. The City's existing Core Values are also carried forward.

OUR VISION

Westlake is a thriving, inclusive, and sustainable city-where innovation flourishes, safety is foundational, and a community where its residents are proud to call home, now and for generations to come.

OUR MISSION

The City of Westlake is committed to building a safe, inclusive, and sustainable community by thoughtfully guiding growth, prioritizing public safety, and enhancing the quality of life by demonstrating responsive leadership.

OUR CORE VALUES

- We will act with integrity and honesty.
- We will be ethical in all our efforts.
- We will demonstrate responsible stewardship.
- We will always place safety first.
- We will be transparent and accountable.
- We will lead and treat everyone with respect.

The Mission, Vision, and Core Values are carried forward from the 2025 Strategic Plan.

GOAL 1 — COLLABORATING WITH MINTO COMMUNITIES

Objective: Continue communication and collaboration between the City and Minto Communities regarding future plans and development within the City.

The 2025 Strategic Plan included sharing the Strategic Plan with Minto Communities, inviting the developer to discuss plans with the City Council, and holding an open dialogue regarding activities planned by the City and Minto Communities.

Activity	Timeframe
Continue open dialogue with Minto Communities regarding activities and future plans of the City and Minto Communities.	Ongoing
Determine whether the developer has already completed market analysis related to commercial development in the City.	Proposed: December 2026
Based on the information provided by the developer, determine whether additional market analysis by the City is necessary to assist with future commercial development and opportunities such as ICSC.	Proposed: February 2027

GOAL 2 — INNOVATION, EFFICIENCY AND FUTURE READINESS — POSITION WESTLAKE AS A CITY OF INNOVATION

Objective: Continue to evaluate opportunities to improve the City's use of technology, communications, financial management, and access to City information and services.

This goal replaces the previous “Developing a Westlake App” goal. The 2025 Strategic Plan included activities related to a Westlake app, redesigning and updating the City's website, and considering the hiring of a Public Information Officer.

Activity	Timeframe
Redesign and update the City's website.	Proposed: FY 2027
Consider hiring or establishing a Public Information Officer function.	October 2027
Evaluate the feasibility of acquiring and implementing an Enterprise Resource Planning (ERP) system to bring the City's accounting and financial management functions within the City.	Proposed: January–March 2027
As part of the ERP evaluation, identify the City's accounting, budgeting, financial reporting, accounts payable, purchasing, and other financial-management requirements.	Proposed: March 2027
Evaluate the costs, implementation requirements, and available options for acquiring an ERP system.	Proposed: March 2027
Evaluate retaining the services of a Finance Director, financial management company, or other qualified firm to manage and assist with the transition and implementation of the City's accounting and financial functions.	Proposed: March–April 2027
Present the ERP and financial-management options to the City Council for consideration and direction.	Proposed: May 2027
Establish an accounting and financial-management structure, including the ERP and Finance Director or financial-management firm, that supports timely preparation of the City's financial records and annual audit.	September 30, 2027
Evaluate opportunities to utilize the FCCMA and/or ICMA Manager in Transition (MIT) programs to provide experienced local government management professionals for short-term assignments, special projects, organizational support, and other temporary needs of the City.	FY 2027 / As Needed
Prepare and maintain a City organizational chart identifying the City's organizational structure, Charter Officers, departments/functions, and reporting relationships. The organizational chart shall be approved by the City Manager and provided to the Mayor and City Council.	January 2027 / Updated as Needed
Establish an Auditor Selection Committee and complete the competitive process for selection of the City's independent certified public accounting firm in accordance with F.S. § 218.391.	FY 2027
Ensure completion of the City's annual financial audit in accordance with F.S. § 218.39.	Annually — no later than June 30

The previous activities to collect a list of app vendors at the Florida League of Cities Annual Conference and complete the evaluation of potential app vendors are not carried forward.

GOAL 3 — ESTABLISHING A CITY HALL

Objective: Provide for the City's temporary and permanent City Hall needs.

The 2025 Strategic Plan called for developing and publishing an RFP for temporary leased space for a City Hall presence.

Activity	Timeframe
Develop and issue an RFP for temporary modular City Hall facilities on the property intended for construction of the future permanent City Hall.	Proposed: January 2027
Include administrative office space, meeting space, Mayor and City Council space, a Council Chamber/public meeting space, and necessary site improvements in the temporary modular project.	As part of RFP
Locate the temporary modular facilities so they do not interfere with future construction of the permanent City Hall.	As part of RFP
Where possible, plan infrastructure and site improvements associated with the temporary modular facilities so they can support or be incorporated into the future permanent City Hall development.	As part of RFP
Obtain community input regarding ideas for the future construction of the permanent City Hall as part of the Citywide Public Engagement Sessions.	Proposed: Spring 2027

The public engagement component concerns the future permanent City Hall, not the temporary modular facilities.

GOAL 4 — INSTALLING PUBLIC SAFETY TECHNOLOGY

Objective: Continue evaluating and implementing public-safety technology within the City.

The 2025 Strategic Plan included activities related to a public-private CCTV partnership, school-zone speed detection cameras, and License Plate Readers.

Activity	Timeframe
Continue the City's efforts regarding implementation of the school-zone speed detection system.	In Progress
Continue coordination with the Palm Beach County Sheriff's Office regarding implementation and enforcement of the school-zone speed detection system.	In Progress
Determine whether the City wants to expand the use of License Plate Readers.	Proposed: FY 2027
Determine whether the previously proposed public-private partnership regarding access to business CCTV systems should continue to be pursued.	Proposed: FY 2027

GOAL 5 — COMPLETING ROAD INTERCONNECTIVITY

Objective: Continue supporting road and multimodal interconnectivity affecting Westlake and the surrounding area.

The 2025 Strategic Plan identified two activities: adoption of a Resolution of Support for construction of 60th Street N from Seminole Pratt Whitney Road to State Road 7 and adoption of a Resolution of Support for multimodal access between Seminole Ridge High School and Grove Market Place. The City Council has completed the two resolution activities. The underlying transportation initiatives continue.

Activity	Timeframe
Continue supporting construction of 60th Street N from Seminole Pratt Whitney Road to State Road 7. The City's Resolution of Support has been completed and transmitted to the Palm Beach County Commission.	City Action Completed / Continued Support
Continue supporting multimodal access between Seminole Ridge High School and Grove Market Place. The City's Resolution of Support has been completed.	City Action Completed / Continued Support
Work collaboratively with the Indian Trail Improvement District (ITID) regarding opportunities to advance road interconnectivity affecting Westlake and surrounding communities.	Ongoing
Continue supporting the extension of Persimmon Boulevard East to improve regional roadway connectivity and access affecting Westlake and surrounding communities	Ongoing / Continued Support

GOAL 6 — DETERMINING THE FUTURE OF A CITY PARK

Objective: Continue planning for the future City Park through coordination with the Seminole Improvement District, pursuit of funding, and community input regarding park amenities and programming.

The 2025 Strategic Plan called for City/SID meetings, investigation of future funding sources, and a community survey concerning the proposed City Park.

Activity	Timeframe
Continue biannual meetings between the City and the Seminole Improvement District (SID) regarding the City Park.	Biannually
Continue seeking funding for the City Park, including grants, State appropriations, public-private partnerships, donations, sponsorships, and other available funding opportunities.	Ongoing
Pursue Phase II State appropriation funding for the City Park.	October 2027
Conduct an online community survey to determine what amenities, facilities, and programming residents would like to include in the future City Park.	Proposed: Spring 2027
Include the future City Park and desired park amenities and programming as part of the Citywide Public Engagement Sessions.	Proposed: Spring 2027
Consider opportunities for technical assistance or similar grant funding to assist with park programming, community engagement, planning, or implementation.	Proposed: FY 2027
<i>Community engagement will focus on what residents want to include in the park, including potential amenities such as covered playgrounds, covered or shaded areas, recreational amenities, community spaces, and other park features.</i>	

GOAL 7 — COST RECOVERY

Objective: Review City fees and revenues associated with contracted and fee-supported services to determine whether they adequately cover the City's costs of providing those services.

Activity	Timeframe
Develop a cost-recovery model for City services that generate fees or revenues.	Proposed: April 2027
Review fees and revenues associated with contractors providing revenue-generating or fee-supported City services.	Proposed: April 2027
Review Chen Moore and Associates development-related engineering services and associated fees and costs.	Proposed: April 2027
Review NOVA Engineering building permitting, inspections, and related services and associated fees and costs.	Proposed: April 2027
Determine whether changes to applicable fees or other cost-recovery mechanisms should be presented to the City Council for consideration.	Proposed: June 2027

GOAL 8 — CHARTER REVIEW AND POTENTIAL AMENDMENTS TO THE CHARTER AND ORDINANCES

Objective: Review potential amendments to the City's Charter and related ordinances and obtain community input regarding proposed changes.

Activity	Timeframe
Review potential Charter changes that would allow the City Manager and City Attorney to serve as City employees as well as through contractual arrangements.	Proposed: January 2027
Review adding the City Clerk as a Charter Officer.	Proposed: January 2027
Evaluate the feasibility of providing compensation and benefits to the Mayor and City Council, including compensation, Florida Retirement System participation, and group health coverage.	Proposed: February 2027
Conduct three Citywide Public Engagement Sessions, including at least one session on a Saturday.	Proposed: March–May 2027
Include Charter review and potential amendments as part of the Citywide Public Engagement Sessions.	March–May 2027
Include discussion and community ideas regarding the future construction of the permanent City Hall as part of the Citywide Public Engagement Sessions.	March–May 2027
Include discussion regarding the amenities and programming residents would like to be included in the future City Park as part of the Citywide Public Engagement Sessions.	March–May 2027
Review public input and identify Charter amendments to move forward for City Council consideration.	June–July 2027
City Attorney prepares proposed Charter amendments and ballot language for City Council consideration.	August–September 2027
Present the proposed Charter amendments to the City Council for consideration and action.	October–November 2027
Submit approved Charter amendment ballot materials to the Palm Beach County Supervisor of Elections at least 95 days before the March 14, 2028 election.	Deadline: December 10, 2027
Proposed Charter amendments submitted to Westlake voters.	March 14, 2028 Election

The City Hall portion concerns new construction of the future permanent City Hall, not the temporary modular facilities. The City Park portion focuses on future park amenities and programming; the online City Park survey under Goal 6 supplements the in-person engagement. Charter amendments intended for the March 14, 2028 election must be submitted to the Palm Beach County Supervisor of Elections at least 95 days before the election, establishing a December 10, 2027 submission deadline.

GOAL 9 — CITY COUNCIL RULES OF PROCEDURE AND DECORUM

Objective: Update the City's existing City Council meeting policy to include rules regarding decorum and meeting procedures.

Activity	Timeframe
Review and update the City's existing City Council meeting rules/policy.	Proposed: November 2026
Add a dedicated Decorum section addressing Councilmember conduct, preservation of order, respectful communications, procedural rulings, public participation, and related meeting procedures.	Proposed: November 2026
Prepare the updated policy for City Council consideration by Resolution.	Proposed: January 2027

GOAL 10 — INFRAMARK AGREEMENT

Objective: Provide the City Council with a separate opportunity to review and discuss the Inframark agreement.

Activity	Timeframe
Schedule a separate City Council workshop for discussion of the Inframark agreement, as directed by the City Council.	Proposed: Fall 2026
Discuss the proposed agreement, including scope of services, staffing, responsibilities, financial provisions, reporting, and other proposed contractual provisions.	At Workshop
Revise the proposed agreement as necessary based on City Council direction and return it for City Council consideration.	Following Workshop

2025–2027 STRATEGIC PLAN CROSSWALK

The following crosswalk shows how the six goals contained in the 2025 Strategic Plan relate to the draft 2026–2027 Strategic Plan. It identifies whether each 2025 goal is continued, modified, or updated and shows where the related work appears in the current draft.

2025 Strategic Plan Goal	2026–2027 Draft Relationship	Treatment	Crosswalk / Change
Collaborating with Minto Communities	Goal 1 — Collaborating with Minto Communities	Continued	Continues open dialogue with Minto Communities. Adds review of whether existing market analysis is available and whether additional City analysis is necessary.
Developing a Westlake App	Goal 2 — Innovation, Efficiency and Future Readiness — Position Westlake as a City of Innovation	Modified / Renamed	Broadens the former app-focused goal. Carries forward website redesign and the Public Information Officer discussion; adds evaluation of an ERP and financial-management structure. Prior app-vendor collection/evaluation activities are not carried forward.
Establishing a City Hall	Goal 3 — Establishing a City Hall	Continued / Updated	Moves from the 2025 temporary leased-space activity to evaluation and procurement of temporary modular City Hall facilities on the future permanent City Hall property, while also obtaining public input on the future permanent City Hall.
Installing Public Safety Technology	Goal 4 — Installing Public Safety Technology	Continued	Continues school-zone speed detection implementation and consideration of License Plate Readers and the previously proposed CCTV partnership.
Completing Road Interconnectivity	Goal 5 — Completing Road Interconnectivity	Continued; 2025 resolution activities completed	Recognizes completion of the City's two resolution activities while continuing support for 60th Street N and multimodal access and adding collaboration with ITID.
Determining the Future of a City Park	Goal 6 — Determining the Future of a City Park	Continued / Updated	Continues SID coordination and funding efforts. Updates the community-engagement activity to focus on desired park amenities and programming and includes pursuit of Phase II State appropriation funding.

New Strategic Areas Added in the 2026–2027 Draft

New 2026–2027 Strategic Area	Relationship to 2025 Plan
Goal 7 — Cost Recovery	Adds review of City fees and revenues associated with contracted and fee-supported services.
Goal 8 — Charter Review and Potential Amendments to the Charter and Ordinances	Adds the Charter review and public-engagement items discussed during the September 8, 2026 Strategic Planning Session.
Goal 9 — City Council Rules of Procedure and Decorum	Adds the directed review of the existing City Council meeting policy and preparation of an updated policy by Resolution.
Goal 10 — Inframark Agreement	Adds the separately directed City Council workshop concerning the Inframark agreement.

STRATEGIC GOALS AT A GLANCE

#	Strategic Goal
1	Collaborating with Minto Communities
2	Innovation, Efficiency and Future Readiness — Position Westlake as a City of Innovation
3	Establishing a City Hall
4	Installing Public Safety Technology
5	Completing Road Interconnectivity
6	Determining the Future of a City Park
7	Cost Recovery
8	Charter Review and Potential Amendments to the Charter and Ordinances
9	City Council Rules of Procedure and Decorum
10	Inframark Agreement

Draft Timeframes: Dates identified as “Proposed” are working implementation dates for the draft Strategic Plan and are not intended to indicate that the City Council formally established those specific deadlines during the September 8, 2026 Strategic Planning Session. The December 10, 2027 Supervisor of Elections submission deadline and March 14, 2028 election date are shown as fixed election milestones.