

# CITY OF WESTLAKE



## AGENDA

### **City Council Regular Meeting**

Tuesday, June 02, 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, 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 Workshop Meeting - 04.22.2026 DRAFT
- [B.](#) MINUTES\_City Council Special Meeting - 04.29.2026 DRAFT
- [C.](#) MINUTES\_City Council Regular Meeting - 05.05.2026 DRAFT
- [D.](#) Monthly Financial Report - April

**PRESENTATIONS/PROCLAMATIONS**

- A. Recognition of Seminole Ridge High School Dual Enrolment Students and Teacher of the Year Award  
**Submitted by:** City Clerk's Office
- B. City of Westlake 10-Year Anniversary Acknowledgement  
**Submitted By:** The Office of U.S. Senator Ashley Moody
- [C.](#) Proclamation 2026-12 - Juneteenth

**PUBLIC HEARING**

- [A.](#) **FIRST READING** Ordinance 2026-03: Chapter 18 Solid Waste  
**Submitted By:** City Attorney

**ORDINANCE NO. 2026-03**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING CHAPTER 18 OF THE CITY OF WESTLAKE CODE OF ORDINANCES ENTITLED "SOLID WASTE" BY AMENDING SECTION 18-23 ENTITLED "DEFINITIONS", SECTION 18-49 ENTITLED "RESIDENTIAL SOLID WASTE SERVICES ASSESSMENTS AUTHORIZED", AND BY CREATING SECTION 18-67 ENTITLED "MULTIFAMILY DEVELOPMENTS" TO PROVIDE FOR THE ELECTION OF RESIDENTIAL OR COMMERCIAL SOLID WASTE COLLECTION SERVICE FOR MULTIFAMILY DEVELOPMENTS, ESTABLISHING MINIMUM SERVICE REQUIREMENTS, PROVIDING FOR**

**APPLICABILITY OF THE RESIDENTIAL SOLID WASTE SPECIAL ASSESSMENT, PROVIDING FOR COMPLIANCE AND ENFORCEMENT STANDARDS, AND PROVIDING FOR SERVICE ELECTION PROCEDURES; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.**

**NEW BUSINESS**

- A.** Approval of Interlocal Agreement for Disaster Debris Management between the City of Westlake and the Solid Waste Authority of Palm Beach County

**Submitted By:** Operations Coordinator

- B.** Approval of Proposed Revisions to the Housing Assistance Purchase Program Yearly (HAPPY) Guidelines

**Submitted By:** Housing Assistance Program Manager

**RESOLUTION 2026-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING THE PROPOSED REVISIONS TO THE HOUSING ASSISTANCE PURCHASE PROGRAM YEARLY (HAPPY) GUIDELINES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

- C.** Discussion and Direction Regarding Administrative Office Space Options

**Submitted By:** City Manager

- D.** Discussion and Action for Sponsorship Request for the Glades Region Elementary Leadership Appreciation Luncheon

**Submitted By:** City Clerk's Office on behalf of Councilwoman Leonard

**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**

*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.*

**ADJOURNMENT**

Next Meeting (Subject to Change or be Cancelled): **July 16, 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:** Friday, May 29, 2026

**File Attachments for Item:**

A. MINUTES\_City Council Workshop Meeting - 04.22.2026 DRAFT

# CITY OF WESTLAKE



## MINUTES

### City Council Workshop

Wednesday, April 22, 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:

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

## **CALL TO ORDER**

Mayor O'Connor called the City of Westlake Workshop on Wednesday, April 22, 2026, to order at 6:00 PM

## **ROLL CALL**

Present and constituting a quorum:

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

Also Present:

Zoie P. Burgess, CMC, Acting City Manager  
Odet Izquierdo, Acting City Clerk  
Sean M. Swartz, Esq., City Attorney

## **PLEDGE OF ALLEGIANCE**

Mayor O'Connor led the Pledge of Allegiance.

## **WORKSHOP AGENDA**

### A. Discussion of Contract Negotiations for City Manager Candidate - Howard Brown

Mayor O'Connor introduced item.

Mayor O'Connor opened the discussion by indicating he would lead the Council through a synopsis of where negotiations stood and how the process had arrived at its current state. He noted that handouts had been distributed to Council members to assist in the line-by-line review.

Mayor O'Connor began on a positive note, expressing personal appreciation for City Manager candidate Howard Brown. Mayor O'Connor described the process as involving considerable back-and-forth and expressed that he was comfortable with where the parties had landed, while inviting the Council to weigh in on any items they wished to tweak, add, or change.

Mayor O'Connor directed the Council's attention to two documents, which originated from Mr. Brown and reflected his initial compensation proposals with a low and high estimate, and a red-lined document prepared by the Mayor, which represented the result of the negotiations and served as the primary working document for the workshop discussion.

Mayor O'Connor then proposed going line by line through the compensation structure. Vice Mayor Langowski and other members of the Council confirmed they wished to work through the items in that manner, and the group focused its attention on the red-lined document for the remainder of the discussion.

Discussion took place among Council regarding various line items, with Mr. Brown and Mr. Swartz providing clarification and responses to questions presented.

Following discussion and minor revisions requested by Council and Mr. Brown, Mayor O'Connor concluded the review of the line items by stating that the total compensation package represented an "all-in" amount. Council expressed consensus regarding the final compensation package and agreed to move forward at another special meeting with the execution of the newly finalized contract.

---

**CITY COUNCIL COMMENTS**

Councilwoman Charlotte Leonard shared how she was happy with the decision to hire Mr. Brown and looked forward to working with him.

Councilman Erik Gleason expressed support for the appointment of Mr. Brown and stated she looks forward to working alongside him.

Councilman Gary Werner thanked the Mayor and newly appointed City Manager, Mr. Brown, for their collaborative efforts throughout the negotiation process and sought Council consensus regarding the acquisition of lapel pins for Council Members.

Vice Mayor Greg Langowski congratulated newly appointed City Manager, Mr. Brown, and acknowledged the groundbreaking ceremony for Westlake's new elementary school held on April 30th.

Mayor JohnPaul O'Connor congratulated Mr. Brown on his appointment as City Manager and shared a production update, including a visual presentation of the challenge coin design.

City Council consensus on April 29<sup>th</sup> for a special meeting.

**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.*

**ADJOURNMENT**

There being no further business, Mayor O'Connor adjourned the meeting at 6:57 PM.

---

Odet Izquierdo, Acting City Clerk

---

JohnPaul O'Connor, Mayor

**File Attachments for Item:**

B. MINUTES\_City Council Special Meeting - 04.29.2026 DRAFT

# CITY OF WESTLAKE

## MINUTES



### **City Council Special Meeting**

Wednesday, April 29, 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:**

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

**CALL TO ORDER**

Mayor O'Connor called the City of Westlake Workshop on Wednesday, April 29, 2026, to order at 5:00 PM

**ROLL CALL**

Present and constituting a quorum:

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

Also Present:

Zoie P. Burgess, CMC, Acting City Manager  
Odet Izquierdo, Acting City Clerk  
Sean M. Swartz, Esq., City Attorney

**PLEDGE OF ALLEGIANCE**

Mayor O'Connor led the Pledge of Allegiance.

**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.*

**WORKSHOP AGENDA**

- A. Consideration and Approval of a Profession Services Agreement with Local Government Consultant Group, LLC., for the position of City Manager

Mayor O'Connor introduced the item.

Mayor O'Connor opened for council discussion.

Motion by Councilman Werner to approve the proposed City Manager Services Agreement with Local Government Consulting Group, LLC., as recommended by the City Attorney and Mayor, 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).

Acting City Manager Ms. Burgess brought to the Council's attention that a commencement date needed to be formally established and inserted into the agreement.

Mayor O'Connor opened discussion with council on an appropriate start date. Friday, May 1, 2026, was proposed.

Motion by Councilman Werner to establish May 1, 2026, as the commencement date of the City Manager Services Agreement, seconded by Vice Mayor Langowski.

**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).

**CITY COUNCIL COMMENTS**

Councilwoman Leonard offered her congratulations to the incoming City Manager and extended a warm welcome.

Councilman Gleason likewise extended congratulations and welcomed the new City Manager aboard.

Councilman Werner offered his congratulations and welcome and expressed that he looks forward to working with the incoming City Manager. He also took a moment to publicly recognize and thank the Acting City Manager, Ms. Burgess, for her efforts over the preceding months. Councilman Werner then proposed that refreshments be made available at the May 5th Council meeting so that the community could have the opportunity to meet the new City Manager and recognize the contributions of the Acting City Manager.

Vice Mayor Langowski offered congratulations and a welcome to the new City Manager.

Mayor O'Connor offered his congratulations and welcome. He noted that, given the intent to hold a more ceremonial welcome at the May 5th meeting, he would reserve his full remarks for that occasion.

**CITY ATTORNEY COMMENTS**

No comments.

**CITY MANAGER COMMENTS**

No comments.

**ADJOURNMENT**

There being no further business, Mayor O'Connor adjourned the meeting at 5:06 PM

---

Odet Izquierdo, Acting City Clerk

---

JohnPaul O'Connor, Mayor

**File Attachments for Item:**

C. MINUTES\_City Council Regular Meeting - 05.05.2026 DRAFT

# CITY OF WESTLAKE



## MINUTES

**City Council Regular Meeting**  
Tuesday, May 05, 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., City Manager  
Zoie Burgess, CMC, City Clerk  
Jacob G. Horowitz, City Attorney  
Osniel Leon, AICP, Planning and Zoning  
Suzanne Dombrowski, P.E., ENV SP, Engineering

A regular meeting of the City Council of the City of Westlake was held on Tuesday, May 5, 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 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, May 5, 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.

Councilwoman Leonard requested the removal of Item D under New Business, Discussion of City Events from the evening's agenda, to be rescheduled for the following month's meeting.

Motion by Councilman Werner for the removal of item D, seconded by Councilman Gleason.

### **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).

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

**ROLL CALL**

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

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

**PUBLIC 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.*

PBSO provided their monthly report.

Fire Rescue provided their City of Westlake Annual Report with presentation.

Mayor O'Connor opened for public comments.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber addressed several topics, he announced that he had secured the Lodge for a September 11th, 25th Anniversary remembrance event, with a planning meeting scheduled for Wednesday, May 27th at 6:30 PM, and invited the council, first responders, and all residents to attend. He welcomed City Manager Brown. He then provided a street lighting update. He raised concern about golf cart speeds on multimodal paths and requested that 15 mph speed limit signs be posted on the paths for both safety and enforcement purposes.

**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 - 04.07.2026 DRAFT
- B. Monthly Financial Report - March

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

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

## **PRESENTATIONS/PROCLAMATIONS**

### A. Proclamation 2026-10 - Municipal Clerk's Week

Mayor O'Connor read Proclamation 2026-10 into the record recognizing the week of May 3rd through May 9th, 2026, as Municipal Clerks Week

### B. Proclamation 2026 -11 - Water Reuse Week

Mayor O'Connor read Proclamation 2026-11 into the record, declaring May 17th through May 23rd, 2026, as City of Westlake Water Reuse Week.

### C. City of Westlake Annual Report

**Submitted by:** Palm Beach County Fire Rescue

Presented out of order during the Public Comments section, as noted above, by Palm Beach County Fire Rescue District Chief Vomero.

## **PUBLIC HEARING - QUASI JUDICIAL**

- A. MSP-2026-02:** The applicant is requesting approval of a Master Sign Plan (retroactive) for the Cresswind Palm Beach residential development, located south of Town Center Pkwy, east of Parcel M (Sky Cove), south of Persimmon Blvd. East, and west of Pod S (Orchards). The applicant is requesting approval of one (1) pod entry monument sign located within the landscaped median at the secondary community entrance along Persimmon Boulevard East (already built). The applicant is requesting three (3) waivers pursuant to Section 113-8, Master Sign Plan of the City of Westlake Sign Code.

**Submitted By:** Planning and Zoning

Mayor O'Connor introduced the item.

Mr. Horowitz swore in witnesses who would provide testimony. Council members disclosed they had no ex-parte communication regarding this item.

Mr. Leon presented the application; he provided background and explained that the applicant was now seeking retroactive master sign plan approval encompassing both the previously approved main entrance sign and the second entry sign already built but not having received final inspection approval. Three waivers were requested for the secondary sign only: (1) a monument base height of 8 feet versus the code-required 7 feet; (2) a maximum totem width of 3 feet versus the code-required 2 feet 10 inches; and (3) overall design deviation from the standard residential pod entry monument sign depicted in Figure 113-11 of the zoning code.

Staff's recommended conditions of approval included revising the sign to incorporate materials and colors similar to the main entrance sign, compliance with all applicable provisions of Chapter 113, compliance with Section 113-15 sign illumination standards, and maintenance of sign and landscaping in good condition.

Applicant provided a brief presentation.

Council discussion followed.

Mayor O'Connor opened for public comments.

Public Comment – Alicia Torres – 5447 Whippoorwill Circle – Ms. Torres complimented the council for their engagement on the issue and agreed with Mayor O'Connor that the sign was not an inherent problem. However, she noted that the city was lucky in this case and agreed with Council Members Gleason and Werner that an inquiry into how the procedural failure occurred was warranted, though she appreciated that the council was handling it in a good manner.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber stated that opinions among residents were mixed and that many considered the sign problematic. Mr. Farber argued that all other totems in Westlake are prefabricated with a standard wave design and are simply painted for maintenance and refreshment, an approach that would be far less costly to the HOA in the long run than replacing custom tile. He

expressed concern that approving a tile-based sign set a costly precedent for future HOA maintenance and would result in the Cresswind development having a sign inconsistent with every other development in the city.

Public Comment – Mr. Albert - 5694 Saint Armand's Way, - Mr. Albert stated he agreed that both the front and rear Cresswind signs should match each other and, to the extent possible, match the rest of the city's signs.

Motion by Vice Mayor Langowski to approve MSP-2026-02 with the three requested waivers and all staff conditions of approval, including the additional conditions requiring marble-like facing on the sign face and gray paint or tile on the sides of the totem to match the front entrance sign, seconded by councilwoman Leonard.

**ROLL CALL**

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

With all in favor, motion carried without dissent (3-2).

**PUBLIC HEARING**

- A. Second Reading** Ordinance 2026-02: Chapter 101 & 119 Text Amendment (Accessory Structure)  
**Submitted By:** Planning and Zoning

**ORDINANCE NO. 2026-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY OF WESTLAKE CODE OF ORDINANCES BY AMENDING CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS," TO REVISE SECTION 101-1, "DEFINITIONS AND ACRONYMS," TO ESTABLISH DEFINITIONS FOR "CABANA" AND "TRELLIS OR ARBOR"; AMENDING CHAPTER 119, "ZONING," BY AMENDING SECTION 119-31, "RESIDENTIAL DISTRICTS," TO PROVIDE REDUCED REAR YARD SETBACKS FOR CERTAIN ACCESSORY STRUCTURES, ESTABLISH MINIMUM BUILDING SEPARATION STANDARDS FOR STRUCTURES WITH SOLID ROOFING SYSTEMS, AND ESTABLISH ROOF OVERHANG STANDARDS FOR CERTAIN ACCESSORY STRUCTURES; AMENDING SECTION 119-33, "MIXED USE DISTRICT," TO ESTABLISH ROOF OVERHANG STANDARDS FOR CABANAS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

Mayor O'Connor introduced the item.

Mr. Horowitz read the ordinance by title only.

Mr. Leon noted that this was the second reading, LPA and council had recommended approval at first reading on April 7th, and that the sole change from the first reading incorporated the council's recommendation to add language specifying that an accessory structure's height shall not exceed the height of the principal structure on the same lot, with that height measured in accordance with the code's standard height measurement provisions. This language had been incorporated into all applicable zoning districts.

Council discussion began regarding this item.

Motion by Vice Mayor Langowski to approve Ordinance 2026-02 (second reading), 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).

**NEW BUSINESS**

- A. Resolution 2026-07 – Authorized Signatures for Conducting the City’s Financial Matters

**Submitted By:** Administration

**RESOLUTION 2026-07**

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

Mayor O’Connor introduced the item.

Mr. Horowitz read the resolution by title only.

City Clerk Ms. Burgess explained that the resolution sought council approval to authorize City Manager Howard W. Brown, Jr., to conduct business and financial transactions on behalf of the City of Westlake.

Motion by Councilman Werner to approve Resolution 2026-07 as proposed, 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).

- B. Appointing a Voting Delegate and Alternate Voting Delegates to the Palm Beach County League of Cities

**Submitted By:** City Clerk’s Office

**RESOLUTION 2026-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPOINTING JOHNPAUL O’CONNOR, GREG LANGOWSKI, GARY WERNER, ERIK GLEASON, AND CHARLOTTE LEONARD AS THE CITY’S VOTING DELEGATE AND ALTERNATES TO THE PALM BEACH COUNTY LEAGUE OF CITIES, INC.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Mayor O’Connor introduced the item.

Mr. Horowitz read the resolution by title only.

Motion by Councilman Werner to approve Resolution 2026-08 as proposed, 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).

- C. Approval of Agreement for Purchase and Sale between Minto PBLH, LLC and the City of Westlake

**Submitted By:** Administration

**RESOLUTION 2026-09**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE AN AGREEMENT FOR PURCHASE AND SALE BETWEEN MINTO PBLH, LLC AND THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Mayor O'Connor introduced the item.

Mr. Horowitz read the ordinance by title only.

Mr. Horowitz noted three modifications to the agreement that had been discussed with counsel for the seller, Minto PBLH, LLC.

Staff discussion.

Council discussion.

Motion by Vice Mayor Langowski to approve Resolution 2026-09 as amended, 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).

- D. Discussion of City Events

**Submitted By:** Administration

This item was removed from the agenda at the outset of the meeting and deferred to the June 2026 meeting per the agenda modification approved at the beginning of the meeting.

- E. Westlake Video Initiative

**Submitted by:** Special Events & Project Coordinator

Mayor O'Connor introduced the item.

City Manager Mr. Brown introduced the Special Events Coordinator, who discussed a free proposal from CGI, a company creating promotional videos for municipalities.

Mr. Horowitz highlighted the need for contractual review due to public contract laws regarding business partnerships.

Motion by Councilman Werner to direct the city attorney to review the CGI agreement and bring the Westlake Video Initiative back for council consideration at the June 2026 meeting, seconded by Vice Mayor Langowski.

**ROLL CALL**

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

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

F. Discussion of Contracted Services

**Submitted By:** Administration

Mayor O'Connor introduced the item.

Mayor O'Connor requested tabling this item to allow City Manager Mr. Brown to review existing contracts before the council engages in discussions.

Council consensus was reached on this item.

**CITY COUNCIL COMMENTS**

Councilwoman Leonard welcomed City Manager Mr. Brown, thanked Minto for the land donation, and extended happy Mother's Day and happy Cinco de Mayo wishes to all.

Councilman Gleason welcomed City Manager Mr. Brown and expressed enthusiasm about working alongside him. He thanked Minto, and he also announced that he would be absent from the June meeting.

Councilman Werner also welcomed City Manager Mr. Brown and expressed confidence that he would move quickly. He echoed thanks to Minto for the generous land conveyance.

Vice Mayor Langowski welcomed City Manager Mr. Brown and noted that residents were excited about his appointment. He also recognized City Clerk Ms. Burgess and Deputy Clerk Ms. Izquierdo, noting they would be missed for their responsiveness during the interim period. He announced that the recognition of high school students who are dual-enrolled and receiving two degrees with approximately 38 students had been moved to the June council meeting, as the school principal had not yet finalized all names. The teacher of the year from Seminole Ridge would also be recognized at that meeting.

Mayor O'Connor reflected on the historic nature of the day's meeting, noting that May 5, 2026 marked three firsts for the city: the first new city manager in Westlake's history; the first-ever display of the city seal on Palm Beach County fire trucks following the unveiling that afternoon; and the first agreement to acquire land that the city will own. He offered personal thanks to Minto for their partnership. He extended warm Mother's Day wishes.

**REPORT – STAFF**

No Staff Report.

**REPORT - CITY ATTORNEY**

No City Attorney report.

### **REPORT - CITY MANAGER**

City Manager Mr. Brown expressed enthusiasm after his first council meeting while on his third day of work, praising staff and contractors professionalism. He highlighted the city's promising future, especially due to recent land acquisition, which will benefit residents.

### **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 expressed disappointment with the Cresswind sign approval. He voiced concern about lacking updates on the Tunnel to Towers partnership and advocated for separating the Planning and Zoning Board from the City Council. Mr. Farber noted the board had not met in three years despite daily construction, suggesting a dedicated resident board would be more effective.

Public Comment – Ms. Annie Rodriguez – 5991 Whippoorwill Circle - Ms. Rodriguez expressed concern about the potential for a hyperscale data center to be built near Westlake. She inquired if Westlake's zoning could allow such development. Mayor O'Connor mentioned that a resolution against such a project had already been passed.

Public Comment – Mr. Rick - 5389 Saint Vincent Lane - Mr. Rick announced that the Cresswind Men's Club, of which he is president, is organizing a 5K walk-run within Cresswind in November. Mayor O'Connor welcomed the news and asked for the date, which was confirmed as November 7th.

Public Comment – Alicia Torres – 5447 Whippoorwill Circle – Ms. Torres congratulated the council and welcomed City Manager Mr. Brown. She raised three points: (1) requested an update on the Art in Public Places fund, highlighting interest in funds for bike racks and other initiatives. City Attorney Mr. Horowitz said he would follow up and add it to City Manager Brown's list. (2) Voiced support for accountability in the Cresswind sign approval process. (3) Confirmed that Council Member Leonard's planned discussion on the city's Spring Fest would take place in the June meeting and encouraged its occurrence.

### **ADJOURNMENT**

There being no further business, Mayor O'Connor adjourned the meeting at 8:18pm.

---

Zoie Burgess, CMC, City Clerk

---

JohnPaul O'Connor, Mayor

**File Attachments for Item:**

D. Monthly Financial Report - April



## MEMORANDUM

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

---

Please find attached the April 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 [lucus.mcdonald@inframark.com](mailto:lucus.mcdonald@inframark.com).

### **General Fund**

- Total Revenues through April were approximately 86% of the annual budget. Collections of the FY2026 Ad Valorem Tax and Special Assessments were approximately 94% and 98%, respectively.
- Total Expenditures and Contingency through April were approximately 33% of the annual budget.

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

- Total Revenues through April were approximately 206% 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 April were approximately 23% of the annual budget.
- Total Expenditures through April were approximately 42% of the annual budget.

# City of Westlake

## Financial Report

April 30, 2026



## Table of Contents

<b><u>FINANCIAL STATEMENTS</u></b>	Page #
Balance Sheet .....	1
Statement of Revenues, Expenditures and Changes in Fund Balance	
General Fund .....	2 - 5
Special Revenue Fund (Housing Assistance Program) .....	6
Special Revenue Fund (Comprehensive Planning Services) .....	7
<b><u>SUPPORTING SCHEDULES</u></b>	
Cash and Investment Report .....	8

**City of Westlake**

**Financial Statements**

**April 30, 2026**

**Balance Sheet**  
April 30, 2026

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS	TOTAL
<b>ASSETS</b>				
Cash - Checking Account	\$ 1,730,488	\$ -	\$ -	\$ 1,730,488
Cash Restricted for Donated Funds	268,671	-	-	268,671
Assessments Receivable	38,548	-	-	38,548
Due From Other Districts	-	-	552	552
Due From Other Funds	2,796,472	-	-	2,796,472
Investments:				
Money Market Account	13,643,210	1,145,755	-	14,788,965
Other	-	3,327,099	-	3,327,099
Prepaid Items	653	-	-	653
Deposits	666	-	-	666
Mortgages Receivable	-	2,412,408	-	2,412,408
<b>TOTAL ASSETS</b>	<b>\$ 18,478,708</b>	<b>\$ 6,885,262</b>	<b>\$ 552</b>	<b>\$ 25,364,522</b>
<b>LIABILITIES</b>				
Accounts Payable	\$ 7,402	\$ -	\$ 16,537	\$ 23,939
Accrued Expenses	158,089	2,587	-	160,676
DBPR surcharge	1,785	-	-	1,785
DCA surcharge	2,643	-	-	2,643
Impact Fees	473,893	-	-	473,893
Unearned Revenue	459,273	-	-	459,273
Due To Developer	-	-	93,801	93,801
Due To Other Districts	47,155	-	-	47,155
Deferred Revenue-Developer Submittals (Minto)	-	-	42,975	42,975
Due To Other Funds	-	32,335	2,764,137	2,796,472
Deferred Inflow of Resources	38,548	-	-	38,548
<b>TOTAL LIABILITIES</b>	<b>1,188,788</b>	<b>34,922</b>	<b>2,917,450</b>	<b>4,141,160</b>
<b>FUND BALANCES</b>				
<b>Nonspendable:</b>				
Prepaid Items	653	-	-	653
Deposits	666	-	-	666
<b>Restricted for:</b>				
Special Revenue	-	6,850,340	-	6,850,340
<b>Unassigned:</b>	17,288,601	-	(2,916,898)	14,371,703
<b>TOTAL FUND BALANCES</b>	<b>\$ 17,289,920</b>	<b>\$ 6,850,340</b>	<b>\$ (2,916,898)</b>	<b>\$ 21,223,362</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 18,478,708</b>	<b>\$ 6,885,262</b>	<b>\$ 552</b>	<b>\$ 25,364,522</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ -	\$ 229,382	\$ 229,382
Ad Valorem Taxes	7,525,730	7,525,730	7,083,423	(442,307)
Ad Valorem Taxes - Discounts	(301,000)	(301,000)	(273,217)	27,783
Discretionary Sales Surtaxes	605,400	353,150	-	(353,150)
FPL Franchise	487,100	284,140	334,258	50,118
Gas	82,000	47,835	76,574	28,739
Solid Waste	42,300	24,675	38,678	14,003
Electricity	621,400	362,485	443,565	81,080
Water	198,900	116,025	122,117	6,092
Gas	182,500	106,460	118,280	11,820
Communication Services Taxes	159,800	93,215	113,513	20,298
Occupational Licenses	37,300	21,760	12,253	(9,507)
Building Permits	-	-	4,248	4,248
Building Permits - Surcharge	-	-	11	11
Building Permits - Admin Fee	99,200	57,865	63,078	5,213
Engineering Permits	-	-	1,804	1,804
State Revenue Sharing Proceeds	102,800	59,965	59,415	(550)
Alcoholic Beverage License	1,100	550	-	(550)
Other Public Safety Chrgs/Fees	9,400	5,485	6,581	1,096
Garbage/Solid Waste Revenue	233,400	136,150	124,493	(11,657)
Penalties	-	-	204	204
Other Operating Revenues	10,200	7,650	4,816	(2,834)
Special Events	-	-	10,700	10,700
Event Sponsors	-	-	15,557	15,557
Judgements and Fines	-	-	1,232	1,232
Interest - Tax Collector	-	-	3,214	3,214
Special Assmnts- Tax Collector	948,700	948,700	930,317	(18,383)
Special Assmnts- Discounts	(37,900)	(37,900)	(35,643)	2,257
Other Miscellaneous Revenues	-	-	360	360
Lien Search Fee	12,500	7,290	7,410	120
<b>TOTAL REVENUES</b>	<b>11,020,830</b>	<b>9,820,230</b>	<b>9,496,623</b>	<b>(323,607)</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>EXPENDITURES</u></b>				
<b><u>Legislative</u></b>				
Mayor/Council Stipend	60,000	35,000	35,000	-
FICA Taxes	4,600	2,683	2,678	5
ProfServ-Evaluation & Apprs'l	-	-	(4,000)	4,000
ProfServ-Legislative Expense	75,000	43,750	28,360	15,390
Telephone, Cable & Internet Service	4,700	2,740	3,051	(311)
Lease - Building	176,000	102,665	3,000	99,665
Public Officials Insurance	5,500	5,500	4,662	838
Misc-Event Expense	254,000	54,000	90,330	(36,330)
Council Expenses	80,000	46,665	45,783	882
Payroll Services	-	-	27	(27)
Dues, Licenses, Subscriptions	15,000	15,000	10,405	4,595
<b>Total Legislative</b>	<b>674,800</b>	<b>308,003</b>	<b>219,296</b>	<b>88,707</b>
<b><u>City Manager</u></b>				
Contracts-City Manager	258,500	150,790	150,850	(60)
Misc-Public Relations	50,000	29,167	5,690	23,477
Office Supplies	12,200	7,115	1,534	5,581
Dues, Licenses, Subscriptions	2,700	1,361	1,125	236
<b>Total City Manager</b>	<b>323,400</b>	<b>188,433</b>	<b>159,199</b>	<b>29,234</b>
<b><u>City Clerk</u></b>				
ProfServ-Web Site Maintenance	7,600	4,435	3,558	877
Contracts-City Clerk	233,100	135,975	135,975	-
Postage and Freight	1,900	1,110	91	1,019
Printing	12,500	7,290	1,431	5,859
Legal Advertising	17,500	10,208	5,525	4,683
Miscellaneous Expenses	12,500	7,290	11,411	(4,121)
Office Supplies	2,900	1,692	2,968	(1,276)
Dues, Licenses, Subscriptions	35,600	17,840	12,121	5,719
<b>Total City Clerk</b>	<b>323,600</b>	<b>185,840</b>	<b>173,080</b>	<b>12,760</b>
<b><u>Finance</u></b>				
Auditing Services	8,100	-	-	-
Contracts-Finance	108,100	63,060	63,058	2
<b>Total Finance</b>	<b>116,200</b>	<b>63,060</b>	<b>63,058</b>	<b>2</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Legal Counsel</u></b>				
ProfServ-Legal Services	101,500	59,210	71,596	(12,386)
ProfServ-Legal Litigation	122,600	71,515	1,545	69,970
<b>Total Legal Counsel</b>	<b>224,100</b>	<b>130,725</b>	<b>73,141</b>	<b>57,584</b>
<b><u>Other Administrative Services</u></b>				
ProfServ-Info Technology	85,300	46,700	55,535	(8,835)
Contracts-Admin. Service	456,500	266,290	266,292	(2)
Misc-Assessment Collection Cost	9,500	9,500	4,012	5,488
General Government	150,000	87,500	-	87,500
<b>Total Other Administrative Services</b>	<b>701,300</b>	<b>409,990</b>	<b>325,839</b>	<b>84,151</b>
<b><u>Facility Services</u></b>				
Telephone, Cable & Internet Service	9,200	5,367	6,273	(906)
Lease - Building	25,000	14,585	-	14,585
Insurance (Liab,Auto,Property)	13,900	13,900	9,465	4,435
Miscellaneous Services	1,500	875	2,381	(1,506)
Cleaning Services	14,300	8,340	7,103	1,237
Principal-Capital Lease	16,700	9,740	15,925	(6,185)
Interest-Capital Lease	2,800	1,635	2,574	(939)
<b>Total Facility Services</b>	<b>83,400</b>	<b>54,442</b>	<b>43,721</b>	<b>10,721</b>
<b><u>Community Services</u></b>				
Contracts-Solid Waste	1,360,400	793,565	932,391	(138,826)
Contracts-Sheriff	1,398,600	815,850	752,332	63,518
Electricity	253,800	148,050	115,783	32,267
R&M-Community Maintenance	31,200	18,200	18,200	-
Operating Supplies	58,600	29,300	-	29,300
Roadway Services	13,600	6,800	15,274	(8,474)
<b>Total Community Services</b>	<b>3,116,200</b>	<b>1,811,765</b>	<b>1,833,980</b>	<b>(22,215)</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Capital Expenditures &amp; Projects</u></b>				
Capital Improvements	50,000	50,000	-	50,000
Cap Outlay - Equipment	25,000	25,000	-	25,000
<b>Total Capital Expenditures &amp; Projects</b>	<b>75,000</b>	<b>75,000</b>	<b>-</b>	<b>75,000</b>
<b><u>Reserves</u></b>				
Misc-Contingency	280,700	163,740	3,079	160,661
1st Quarter Operating Reserves	1,473,400	859,485	-	859,485
Reserve - Capital Projects	1,500,000	875,000	-	875,000
<b>Total Reserves</b>	<b>3,254,100</b>	<b>1,898,225</b>	<b>3,079</b>	<b>1,895,146</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>8,892,100</b>	<b>5,125,483</b>	<b>2,894,393</b>	<b>2,231,090</b>
Excess (deficiency) of revenues				
Over (under) expenditures	2,128,730	4,694,747	6,602,230	1,907,483
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Grants/Donations-Other Sources	-	-	36,850	36,850
Grants and Aids	(50,000)	(29,165)	-	29,165
Contribution to (Use of) Fund Balance	2,078,730	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>2,028,730</b>	<b>(29,165)</b>	<b>36,850</b>	<b>66,015</b>
Net change in fund balance	\$ 2,078,730	\$ 4,665,582	\$ 6,639,080	\$ 1,973,498
<b>FUND BALANCE, BEGINNING (OCT 1, 2025)</b>	<b>10,650,840</b>	<b>10,650,840</b>	<b>10,650,840</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 12,729,570</b>	<b>\$ 15,316,422</b>	<b>\$ 17,289,920</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ -	\$ 27,985	\$ 27,985
Dividends	-	-	67,604	67,604
Donations	300,000	175,000	523,419	348,419
<b>TOTAL REVENUES</b>	<b>300,000</b>	<b>175,000</b>	<b>619,008</b>	<b>444,008</b>
<b>EXPENDITURES</b>				
<b>Legislative</b>				
Telephone, Cable & Internet Service	-	-	-	-
<b>Total Legislative</b>	-	-	-	-
<b>Housing Assistance Program Manager</b>				
Contracts - Housing Assistance Program Manager	-	-	32,335	(32,335)
<b>Total Housing Assistance Program Manager</b>	-	-	32,335	(32,335)
<b>Other Administrative Services</b>				
Bank Fees	-	-	36	(36)
<b>Total Other Administrative Services</b>	-	-	36	(36)
<b>Public Assistance</b>				
Misc-Admin Fee (%)	21,000	12,250	-	12,250
Assistance Program	279,000	162,750	-	162,750
<b>Total Public Assistance</b>	<b>300,000</b>	<b>175,000</b>	<b>-</b>	<b>175,000</b>
<b>TOTAL EXPENDITURES</b>	<b>300,000</b>	<b>175,000</b>	<b>32,371</b>	<b>142,629</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	586,637	586,637
Net change in fund balance	\$ -	\$ -	\$ 586,637	\$ 586,637
<b>FUND BALANCE, BEGINNING (OCT 1, 2025)</b>	<b>6,263,703</b>	<b>6,263,703</b>	<b>6,263,703</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 6,263,703</b>	<b>\$ 6,263,703</b>	<b>\$ 6,850,340</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ -	\$ -	\$ -
Building Permits	2,268,800	1,323,465	439,639	(883,826)
Reinspection Fees	-	-	50	50
Building Permits - Surcharge	6,000	3,500	3,006	(494)
Other Building Permit Fees	30,000	17,500	48,600	31,100
Building Permits - Admin Fee	147,100	85,810	89,301	3,491
Engineering Permits	261,200	152,365	64,060	(88,305)
Planning & Zoning Permits	336,800	196,465	56,110	(140,355)
<b>TOTAL REVENUES</b>	<b>3,049,900</b>	<b>1,779,105</b>	<b>700,766</b>	<b>(1,078,339)</b>
<b>EXPENDITURES</b>				
<b>Comprehensive Planning</b>				
ProfServ-Engineering	261,200	152,365	112,663	39,702
ProfServ-Info Technology	327,400	190,985	108,537	82,448
ProfServ-Legal Services	42,300	24,675	10,290	14,385
ProfServ-Planning/Zoning Board	336,800	196,465	274,745	(78,280)
ProfServ-Compliance Service	186,500	108,790	94,320	14,470
ProfServ-Building Permits	1,738,800	1,014,300	633,853	380,447
Special Magistrate	30,000	17,500	-	17,500
Telephone, Cable & Internet Service	5,300	3,090	2,677	413
Lease - Building	24,000	14,000	-	14,000
Printing	1,000	750	-	750
Miscellaneous Services	3,000	1,750	3,172	(1,422)
Misc-Admin Fee (%)	33,800	19,715	19,717	(2)
Billing Service Fees	41,200	24,035	13,581	10,454
Office Supplies	900	525	95	430
Cleaning Services	12,800	7,465	8,320	(855)
Principal-Capital Lease	4,200	2,450	209	2,241
Interest-Capital Lease	700	409	74	335
<b>Total Comprehensive Planning</b>	<b>3,049,900</b>	<b>1,779,269</b>	<b>1,282,253</b>	<b>497,016</b>
<b>TOTAL EXPENDITURES</b>	<b>3,049,900</b>	<b>1,779,269</b>	<b>1,282,253</b>	<b>497,016</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	(164)	(581,487)	(581,323)
Net change in fund balance	\$ -	\$ (164)	\$ (581,487)	\$ (581,323)
<b>FUND BALANCE, BEGINNING (OCT 1, 2025)</b>	<b>(2,335,411)</b>	<b>(2,335,411)</b>	<b>(2,335,411)</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ (2,335,411)</b>	<b>\$ (2,335,575)</b>	<b>\$ (2,916,898)</b>	

**City of Westlake**

**Supporting Schedule**

**April 30, 2026**

**Cash and Investment Report**

April 30, 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	\$1,730,488
Money Market	BankUnited	MMA	4.07%	\$13,911,881
		<b>Subtotal</b>		<b>\$15,642,369</b>

**SPECIAL REVENUE FUND**

Money Market	BankUnited	MMA	4.07%	\$1,074,445
Government Checking	Valley Bank	Checking Account	4.33%	\$71,310
Brokerage Account	Valley Bank	Government Fund Class A	4.01%	\$3,327,099
		<b>Subtotal</b>		<b>\$4,472,854</b>
		<b>Total</b>		<b>\$20,115,223</b>

**File Attachments for Item:**

C. Proclamation 2026-12 - Juneteenth

# *Proclamation*

## **JUNETEENTH INDEPENDENCE DAY**

**WHEREAS**, the Emancipation Proclamation was formally issued on January 1, 1863, declaring that enslaved Africans in the Confederate States of America were to be freed; and

**WHEREAS**, news of the issuance of the Emancipation Proclamation was not immediately delivered to the most remote areas of the Confederate States of America; and

**WHEREAS**, news of the abolition of the enslavement of Africans was not delivered to all the Confederate States until after the conclusion of the American Civil War; and

**WHEREAS**, all of the Confederate States received news of the end of enslavement of African people on June 19, 1865; and

**WHEREAS**, June 19th – JUNETEENTH a linguistic blend of the words June and nineteenth, was adopted to commemorate this historical and pivotal date in American history; and

**WHEREAS**, beginning on January 1, 1980, several states and municipal governments in the United States have declared June 19th – JUNETEENTH a legal holiday; and

**WHEREAS**, June 19th – JUNETEENTH, is celebrated nationally and internationally to recognize the end of the enslavement of Africans in the United States and to celebrate the culture and achievements of African Americans; and

**WHEREAS**, today, millions of Americans of all races, creeds, religious and ethnic backgrounds celebrate Juneteenth, which not only celebrates freedom, but also acknowledges the achievements of African Americans; and as celebrations continue to spread, we can all be reminded of the oft-repeated maxim, “Until all are free, none are free,” that highlights the manner of the end of slavery in the United States.

**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 June 19th, 2026, in the City of Westlake as

### **“JUNETEENTH INDEPENDENCE DAY”**

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Westlake, Florida to be affixed this 2nd day of June 2026.

\_\_\_\_\_  
JohnPaul O’Connor, Mayor

ATTEST:

\_\_\_\_\_  
Zoie P. Burgess, CMC, City Clerk

**File Attachments for Item:**

**A. FIRST READING** Ordinance 2026-03: Chapter 18 Solid Waste

**Submitted By:** City Attorney

**ORDINANCE NO. 2026-03**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING CHAPTER 18 OF THE CITY OF WESTLAKE CODE OF ORDINANCES ENTITLED “SOLID WASTE” BY AMENDING SECTION 18-23 ENTITLED “DEFINITIONS”, SECTION 18-49 ENTITLED “RESIDENTIAL SOLID WASTE SERVICES ASSESSMENTS AUTHORIZED”, AND BY CREATING SECTION 18-67 ENTITLED “MULTIFAMILY DEVELOPMENTS” TO PROVIDE FOR THE ELECTION OF RESIDENTIAL OR COMMERCIAL SOLID WASTE COLLECTION SERVICE FOR MULTIFAMILY DEVELOPMENTS, ESTABLISHING MINIMUM SERVICE REQUIREMENTS, PROVIDING FOR APPLICABILITY OF THE RESIDENTIAL SOLID WASTE SPECIAL ASSESSMENT, PROVIDING FOR COMPLIANCE AND ENFORCEMENT STANDARDS, AND PROVIDING FOR SERVICE ELECTION PROCEDURES; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.**



# Meeting Agenda Item Coversheet

<b>MEETING DATE:</b>		06/02/2026	<b>Submitted By:</b> City Attorney	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		<b>FIRST READING</b> Ordinance 2026-XX: Chapter 18 Solid Waste		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		Motion to recommend approval of First Reading for Ordinance 2026-XX, amending Chapter 18 of the City of Westlake Code of Ordinances related to solid waste collection service elections and associated requirements.		
<b>SUMMARY and/or JUSTIFICATION:</b>		The proposed text amendment would establish procedures and standards allowing multifamily developments consisting of more than four dwelling units to elect either residential or commercial solid waste collection service through the City of Westlake's franchised solid waste provider, consistent with the applicable franchise agreement. The amendment establishes minimum service requirements, procedures for service elections and modifications, applicability of the residential solid waste special assessment, and ongoing compliance and enforcement standards. The proposed amendment is intended to provide flexibility for multifamily developments while ensuring continued solid waste service levels, consistency with the City's franchise agreements, and protection of the public health, safety, and welfare.		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>	
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>	
	<b>EXHIBIT(S):</b>	X	<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Exhibit A: Ordinance 2026-XX: Chapter 18 Solid Waste			
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>		<b>ORDINANCE: 2026-xx</b>	X
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <b><u>Please keep text indented.</u></b>	<b>ORDINACE NO. 2026-XX</b>  <b>AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING CHAPTER 18 OF THE CITY OF WESTLAKE CODE OF ORDINANCES ENTITLED "SOLID WASTE" BY AMENDING SECTION 18-23 ENTITLED "DEFINITIONS", SECTION 18-49 ENTITLED "RESIDENTIAL SOLID WASTE SERVICES ASSESSMENTS AUTHORIZED", AND BY CREATING SECTION 18-67 ENTITLED "MULTIFAMILY DEVELOPMENTS" TO PROVIDE FOR THE ELECTION OF RESIDENTIAL OR COMMERCIAL SOLID WASTE COLLECTION SERVICE FOR MULTIFAMILY DEVELOPMENTS, ESTABLISHING MINIMUM SERVICE REQUIREMENT</b>			

**PROVIDING FOR APPLICABILITY OF THE RESIDENTIAL SOLID WASTE SPECIAL ASSESSMENT, PROVIDING FOR COMPLIANCE AND ENFORCEMENT STANDARDS, AND PROVIDING FOR SERVICE ELECTION PROCEDURES; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.**

**FISCAL IMPACT** *(if any):*

\$

---

1<sup>st</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

**ORDINANCE 2026-03**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING CHAPTER 18 OF THE CITY OF WESTLAKE CODE OF ORDINANCES ENTITLED “SOLID WASTE” BY AMENDING SECTION 18-23 ENTITLED “DEFINITIONS”, SECTION 18-49 ENTITLED “RESIDENTIAL SOLID WASTE SERVICES ASSESSMENTS AUTHORIZED”, AND BY CREATING SECTION 18-67 ENTITLED “MULTIFAMILY DEVELOPMENTS” TO PROVIDE FOR THE ELECTION OF RESIDENTIAL OR COMMERCIAL SOLID WASTE COLLECTION SERVICE FOR MULTIFAMILY DEVELOPMENTS, ESTABLISHING MINIMUM SERVICE REQUIREMENTS, PROVIDING FOR APPLICABILITY OF THE RESIDENTIAL SOLID WASTE SPECIAL ASSESSMENT, PROVIDING FOR COMPLIANCE AND ENFORCEMENT STANDARDS, AND PROVIDING FOR SERVICE ELECTION PROCEDURES; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.**

---

WHEREAS, the City of Westlake deems it in the best interests of the residents of the City of Westlake to amend Chapter 18 of the City of Westlake Code of Ordinances entitled “Solid Waste” to establish procedures and standards for multifamily developments to elect either residential or commercial solid waste collection service; and

WHEREAS, the City Council of the City of Westlake finds and determines that providing clear standards for multifamily solid waste collection services will promote efficient solid waste management, ensure compliance with the City’s franchise agreements, protect the public health, safety, and welfare, and provide flexibility for multifamily developments while maintaining the integrity of the City’s solid waste program.

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

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

**SECTION 2.** The City Council hereby amends Section 18-23 entitled “Definitions” to read as follows:

\*\*\*

*Commercial Solid Waste* shall include any garbage, bulk trash, trash or vegetative waste that is not residential solid waste or is not collected from dwelling units excluded from the definition of Residential Solid Waste Collection Services. Substantial effort shall be ~~make~~ made not to commingle garbage, trash or bulk trash with vegetative waste.

---

*Commercial Solid Waste Collection Service* includes any garbage, bulk trash, trash or vegetative waste that is not residential solid waste, and any solid waste collection for dwelling units in Multifamily Developments that elect to receive commercial solid waste collection service under Sec. 18-67 of the City Code, which are excluded from the definition of Residential Solid Waste Collection Services. Substantial effort shall be ~~make~~ made not to commingle garbage, trash or bulk trash with vegetative waste.

\*\*\*

*Residential Recycling Collection Service* shall mean curbside residential recycling collection services and containerized residential recycling collection service, but shall not include collection from dwelling units excluded from the definition of Residential Solid Waste Collection Services.

*Residential Solid Waste* shall mean garbage, trash and bulk trash resulting from the normal housekeeping activities of a dwelling unit, but shall not include vegetative waste. Residential solid waste shall also mean construction and demolition debris (C&D) resulting from minor home repair from the dwelling unit. Residential Solid Waste shall exclude garbage, trash and bulk trash resulting from the normal housekeeping activities of dwelling units excluded from the definition of Residential Solid Waste Collection Services

*Residential Solid Waste Collection Services* shall mean curbside residential solid waste collection service and/or containerized residential solid waste collection service provided by the City for residential properties with dwelling units for which the City has issued certificates of occupancy, except for dwelling units in Multifamily Developments that elect to receive commercial solid waste collection service under Sec. 18-67 of the City Code.

\*\*\*

*Residential Solid Waste Services Special Assessment* means a special assessment imposed by the City upon residential properties within the City, except for dwelling units in Multifamily Developments that elect to receive commercial solid waste collection service under Sec. 18-67 of the City Code, for which a certificate of occupancy has been issued by the City to fund, collectively, the City's provision of Residential Solid Waste Services to such properties, including Disposal Costs; provided that the Residential Solid Waste Collection Special Assessment may not include the Disposal Costs of such collected solid waste if the cost of disposal of such solid waste is separately imposed upon such assessed unit by the authority.

**SECTION 3.** The City Council hereby amends Section 18-49 entitled "Residential Solid Waste Services Assessments authorized" to read as follows:

\*\*\*

Sec. 18-49. RESIDENTIAL SOLID WASTE SERVICES ASSESSMENTS AUTHORIZED. The City Council is hereby authorized to impose Residential Solid Waste Services Special Assessments against Residential property receiving Residential Solid Waste Services located within the City for which

---

certificates of occupancy have been issued by the City. The Residential Solid Waste Services Cost may be assessed against such Residential properties within the City at a rate of assessment based upon the special benefit accruing to such property from the Residential Solid Waste Services provided by the City.

**SECTION 4.** The City Council hereby amends Chapter 18 entitled “Solid Waste” of the City of Westlake Code of Ordinances by creating Section 18-67 entitled “Multifamily Developments” to read as follows:

Sec. 18-67. Multifamily Developments.

(a) Election of Service Type.

Multifamily developments consisting of more than four (4) dwelling units may elect to receive either residential solid waste collection service or commercial solid waste collection service provided by the City’s franchised contractor.

1. Such election shall be made at the time of site plan approval. Any multifamily development electing to receive commercial solid waste collection service shall enter into a written agreement with the City’s franchised contractor, consistent with the applicable franchise agreement.
2. A multifamily development may request to change its election of service type after site plan approval, subject to approval by the City Manager or designee. Such approval shall be based on a determination that:
  - The proposed service meets or exceeds the minimum service standards set forth in this Chapter;
  - The service is consistent with the City’s solid waste franchise agreement; and
  - The change will not adversely impact the City’s solid waste program, operations, or revenue structure.

(b) Minimum Service Requirements.

Any multifamily development electing to receive commercial solid waste collection service shall provide, at a minimum:

- Solid waste collection not less than twice per week; and
- Recycling collection not less than once per week;

or such greater level of service as may be required by the City’s franchise agreement or applicable regulations. All collection services shall be provided in a manner sufficient to prevent health hazards, nuisance conditions, or overflow of waste.

(c) Special Assessment Applicability.

Multifamily developments receiving commercial solid waste collection service in accordance with this section shall not be included on the residential solid waste services special assessment roll for the period in which such commercial service is continuously maintained in compliance with this section, as verified by the City.

If commercial solid waste service is discontinued, reduced below required service levels, or otherwise found to be noncompliant, the property shall be immediately subject to residential solid

---

waste collection service and shall be reinstated to the residential solid waste services special assessment roll, effective as determined by the City.

(d) Ongoing Compliance and Verification.

All multifamily developments electing commercial solid waste collection service shall:

1. Maintain continuous compliance with the requirements of this section and all applicable agreements;
2. Provide documentation, upon request by the City, demonstrating compliance with required service levels; and
3. Permit reasonable inspection or verification by the City or its designee.

Failure to maintain compliance with this section shall constitute a violation of this Code and may result in enforcement action, including but not limited to reclassification to residential service and imposition of applicable assessments.

(e) Effective Date of Service Election.

Any election or change in service type shall become effective at the start of a fiscal year, unless otherwise approved by the City, with any necessary prorations or administrative adjustments applied as determined by the City.

**SECTION 5. Codification.** It is the intention of the City Council that the provisions of this Ordinance shall be codified within the Code of Ordinances of the City of Westlake. Sections may be renumbered, re-lettered, and terminology may be adjusted to achieve proper codification.

**SECTION 6. Conflicts.** All ordinances or parts of ordinances, resolutions or parts of resolutions which are in conflict herewith, are hereby repealed to the extent of such conflict.

**SECTION 7. Severability.** Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

**SECTION 8. Effective Date.** This ordinance shall be effective upon adoption on second reading.

---

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2026, on first reading.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2026, on second reading.

City of Westlake

\_\_\_\_\_  
JohnPaul O'Connor, Mayor

G. Langowski \_\_\_\_\_  
G. Werner \_\_\_\_\_  
E. Gleason \_\_\_\_\_  
C. Leonard \_\_\_\_\_  
J.P. O'Connor \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Zoie P. Burgess, CMC, City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
CITY ATTORNEY



**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 LDR CODE  
 AMENDMENT  
 ZTA-2026-01**

**PLANNING & ZONING BOARD**

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

**CITY COUNCIL**

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

**INSTRUCTIONS TO APPLICANTS:**

1. Please complete all sections of this application. If not applicable, indicate with N/A.
2. Provide all required documents as shown on the attached checklist. If not applicable, indicate with N/A.

*The Planning & Zoning Board meets the second Monday of the month at 6:00 p.m., as needed in the City Council Chambers, 4005 Seminole Pratt Whitney Road. The applicant will be informed in writing of their scheduled meeting date. After review and recommendation by the Planning & Zoning Board, applications will be heard by the City Council. The City Council meets on the second Monday of the month at 6:30 p.m., in the City Council Chambers.*

**I. PROJECT DESCRIPTION & APPLICANT INFORMATION**

**PROJECT NAME:** Parcel L - Multi-family Residential - Zoning Text Amendment

**PROJECT ADDRESS:** TBD

**DESCRIPTION OF PROJECT:** Allow multifamily residential properties with more than four units to opt out of residential service at the time of site plan approval and instead opt to receive commercial service under the terms provided for in the Agreement. The amendment would require any such development to guarantee that commercial collection service will be provided at the same or better level of service as provided for in the City Code. The proposed amendment calls for minimal changes to the existing Code and would not disturb the City's ability to levy the special assessment on residential properties receiving residential service.

**Property Control Number (PCN), list additional on a separate sheet:** A portion of 77-40-43-01-04-001-0010

**Estimated project cost:** TBD

**Property Owner(s) of Record (Developer)** Minto PBLH, LLC

**Address:** 16604 Town Center Parkway, Suite B, Westlake, FL 33470

**Phone No.:** 954-973-4490 **Fax No.:** \_\_\_\_\_ **E-mail Address:** JFCarter@Mintousa.com

**Agent (if other than owner complete consent section on page 3):**

**Name:** Donaldson E. Hearing - Cotleur & Hearing

**Address:** 1934 Commerce Lane, Ste. 1, Jupiter, FL 33458

**Phone No.:** 561-747-6336 **Fax No.:** \_\_\_\_\_ **E-mail Address:** DHearing@Cotleur-Hearing.com

**II. LAND USE & ZONING**

- A) **ZONING MAP DESIGNATION** Town Center B) **FUTURE LAND USE MAP DESIGNATION** Downtown Mixed Use  
 C) Existing Use(s) Vacant  
 D) Proposed Use(s), as applicable 360 Multi-family Residential

**III. ADJACENT PROPERTIES**

	Name of Business/ Subdivision	Land Use Designation	Zoning Designation	Existing Use(s)	Approved Use(s)
<b>NORTH</b>	Parcel F - Vacant	Downtown Mixed Use	Town Center	Vacant	Mixed Use
<b>SOUTH</b>	Parcel M2 – The Crossings	Residential 2	R-2	Multi-family	Multi-family
<b>EAST</b>	PC-1 – Adventureland Park	Downtown Mixed Use	Town Center	Park/Recreation	Park/Recreation
<b>WEST</b>	Parcel F - Vacant	Downtown Mixed Use	Town Center	Vacant	Mixed Use

**V. OWNER/APPLICANT ACKNOWLEDGEMENT AND CONSENT**

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

I/we, the owners, hereby give consent to Cotleur & Hearing 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 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.

John F. Carter  
 Owner's Name (please print)

Donaldson E. Hearing  
 Applicant/Agent's Name (please print)

  
 Owner's Signature

  
 Applicant/Agent's Signature

April 7, 2026  
 Date

April 2, 2026  
 Date

Reply To: West Palm Beach

March 30, 2026

VIA EMAIL: [oleon@chemoore.com](mailto:oleon@chemoore.com)

Osniel Leon  
Chenmoore  
500 S. Australian Ave., Suite 850  
West Palm Beach, FL 33401

Dear Mr. Leon:

On behalf of Eastwind Development, LLC, (“Eastwind”), please accept this letter as legal analysis in support of the proposed text amendment discussed herein, which is being submitted to accompany Eastwind’s applications for the development of Parcel L. As will be explained below, the proposed text amendment would allow multifamily dwelling units to secure commercial waste disposal contracts with the City of Westlake, Florida’s (the “City”) designated solid waste collection service provider in a manner that is consistent with the existing agreement between the City of Westlake and Waste Management Inc. of Florida. Although the proposal would exempt multifamily dwelling units from the solid waste assessment imposed on residential properties under certain circumstances, it has been designed to result in equivalent or greater fee generation for the City. The proposed amendment also includes appropriate guardrails to ensure that all residential units receive the current or better solid waste collection services that are currently required and that the use of commercial service agreements will not increase the administrative burden on the City. It is Eastwind’s desire to provide valet solid waste disposal services at its multifamily development, and this amendment is sought to allow for that enhanced level of service for its future Westlake residents.

### ***Solid Waste Collection Requirements***

Solid waste collection in the City is governed by the City’s Code of Ordinances and by the Solid Waste and Recyclable Collection Services Agreement between the City and Waste Management Inc. of Florida (the “Contractor”), which was approved November 4, 2025 (the “Agreement”).<sup>1</sup>

---

<sup>1</sup> City of Westlake, Fla. Code of Ordinances § 18-25. This section also explicitly requires compliance with the Agreement.

**JACKSONVILLE**  
245 Riverside Ave.  
Suite 510  
Jacksonville, Florida 32202  
T: 904.353.6410  
F: 904.353.7619

**ST. PETERSBURG**  
100 Second Ave. South  
Suite 501-S  
St. Petersburg, Florida 33701  
T: 727.245.0820  
F: 727.290.4057

**TALLAHASSEE**  
106 East College Avenue  
Suite 1500  
Tallahassee, Florida 32301  
T: 850.222.5702  
F: 850.224.9242

**TAMPA**  
301 West Platt St.  
Suite A364  
Tampa, Florida 33606  
T: 813.775.2331

**WEST PALM BEACH**  
360 South Rosemary Ave.  
Suite 1100  
West Palm Beach, Florida 33401  
T: 561.640.0820  
F: 561.640.8202

The Agreement grants the Contractor an exclusive franchise for the collection and disposal of solid waste from both residential and commercial properties in the City.<sup>2</sup> While the City's mandatory solid waste collection program applies to both residential and commercial properties,<sup>3</sup> the two are treated differently.

For residential properties, the Code requires the City to provide for the collection and disposal of solid waste for all residential properties at least twice per week, and for recyclables, at least once per week.<sup>4</sup> Residential Services may include curbside service and, for multi-family residential developments with more than four units also receiving curbside service, containerized service may also be available.<sup>5</sup> The City pays the Contractor to provide the Residential Services through received from the levy of a mandatory special assessment on residential properties ("Special Assessment").<sup>6</sup>

The Code does not discuss the collection or disposal of solid waste from commercial properties, other than to state that such waste must be collected in accordance with the Agreement.<sup>7</sup> Instead, commercial property owners enter into separate agreements with the Contractor for solid waste collection and disposal based on the level of service provided to the property.<sup>8</sup> The City does not levy the Special Assessment on commercial properties.

All properties within the City receiving solid waste collection services must use the Contractor, and in turn, pursuant to the Agreement, the Contractor is required to pay the City a fee equal to 3% of all revenue the Contractor collects from solid waste collection services or operations conducted within the City (the "Franchise Fee").<sup>9</sup> Commercial solid waste disposal costs are deducted from gross revenue before calculating this fee.<sup>10</sup> The Contractor pays the City the Franchise Fee regardless of whether the revenue is generated from the Residential Services or Commercial Services. The City does not otherwise appear to generate any funding from solid waste collection and disposal.

There is one area of inconsistency between the Agreement and the City Code. While the Agreement permits multifamily residential properties with more than four units to receive commercial service, the City Code makes no such allowance. The proposed amendment seeks

---

<sup>2</sup> Solid Waste and Recyclable Collection Services Agreement §§ 1, 6, and 8.

<sup>3</sup> City of Westlake, Fla. Code of Ordinances § 18-21.

<sup>4</sup> City of Westlake, Fla. Code of Ordinances § 18-25.

<sup>5</sup> City of Westlake, Fla. Code of Ordinances § 18-23.

<sup>6</sup> City of Westlake, Fla. Resolution 2025-25; City of Westlake, Fla. Code of Ordinances § 18-21. Note that vacant properties are not assessed.

<sup>7</sup> City of Westlake, Fla. Code of Ordinances § 18-25.

<sup>8</sup> Although neither the City Code nor the Agreement specifies the minimum collection schedule for commercial properties, the Agreement requires the Contractor to collect solid waste from properties receiving Commercial Service frequently enough to prevent containers from becoming overloaded or creating a health hazard, and if a property receiving Commercial Service consistently overloads its waste container, the Contractor must require the property to increase its level of collection service. Solid Waste and Recyclable Collection Services Agreement § 8.1.

<sup>9</sup> Solid Waste and Recyclable Collection Services Agreement § 25.

<sup>10</sup> Solid Waste and Recyclable Collection Services Agreement § 25.

to rectify that inconsistency while putting in place minimum requirements to ensure that every residential unit in the City receives solid waste collection at levels equal or better to the current residential service requirements.

### ***Proposed Amendment***

The amendment proposed in the application would allow multifamily residential properties with more than four units to opt out of residential service at the time of site plan approval and instead opt to receive commercial service under the terms provided for in the Agreement. The amendment would require any such development to guarantee that commercial collection service will be provided at the same or better level of service as provided for in the City Code. The proposed amendment calls for minimal changes to the existing Code and would not disturb the City's ability to levy the special assessment on residential properties receiving residential service.

Currently, the City's Code of Ordinances requires the City to "provide for" the collection of solid waste from residential properties.<sup>11</sup> If multifamily properties receive commercial service under the Agreement, this requirement is satisfied because the Agreement obligates the Contractor to collect waste from these properties.<sup>12</sup> Further, the proposed amendment is consistent with The City's Resolutions adopting the Special Assessment. Resolution 2021-22, adopted by the City on July 12, 2021, established the initial Special Assessment.<sup>13</sup> Resolution 2021-22 only imposes the Special Assessment on properties "that receive Residential Solid Waste Services."<sup>14</sup> According to this Resolution, "multi-family residential properties in the City that do not receive curbside collection services, are not specially benefited by the City's Residential Solid Waste Services funded by the Residential Solid Waste Collection Special Assessment in that those properties receive volume-based Solid Waste Services."<sup>15</sup> The City of Westlake Resolution No. 2025-25, which established the Special Assessment for the current fiscal year, reiterates this point. It states that "Ordinance No. 2021-02, on July 12, 2021 ... authorized the imposition of a Residential Solid Waste Services Special Assessment... for the provision of Residential Solid Waste Services for ... *certain multi-family residential properties that receive residential Solid Waste Services within the City.*"<sup>16</sup> As such, the proposed amendment is consistent with these Resolutions because properties not receiving curbside service would not be subject to the Special Assessment.

---

<sup>11</sup> City of Westlake, Fla. Code of Ordinances § 18-21.

<sup>12</sup> Solid Waste and Recyclable Collection Services Agreement § 8.1.

<sup>13</sup> City of Westlake, Fla. Resolution 2021-22.

<sup>14</sup> City of Westlake, Fla. Resolution 2021-22 § 4, 6.

<sup>15</sup> City of Westlake, Fla. Resolution 2021-22 § 7.6.

<sup>16</sup> See City of Westlake, Fla. Resolution 2025-25 (emphasis added).

Similarly, the Proposed Amendment is consistent with the Agreement, which already contemplates that multifamily properties may receive commercial service.<sup>17</sup> Additionally, the amendment would continue to require multifamily properties to utilize the City's contractor for waste collection and disposal services. As a result, the contractor's exclusive franchise for such services within the City would remain intact.<sup>18</sup>

Finally, the amendment is not expected to have a material financial impact on the City. Even where multifamily properties elect Commercial Service, the City would continue to receive the Franchise Fee under the Agreement.<sup>19</sup>

The proposed amendment allows multifamily properties the option to receive either residential or commercial service with only minor changes to the City's Code of Ordinances. It is fully consistent with the Agreement, the Resolutions adopting the Special Assessment, and the City's existing authority to impose the Special Assessment. The amendment preserves the Contractor's exclusive franchise, maintains the collection and disposal of waste citywide, and is not expected to have any material financial impact on the City.

As always, we welcome any questions or further discussion on this topic and thank you for your consideration.

Sincerely,



Kathryn B. Rossmell  
Executive Shareholder  
Lewis, Longman & Walker, P.A.

---

<sup>17</sup> See Solid Waste and Recyclable Collection Services Agreement § 5.7 (defining "Commercial Service" to include "Multiple-Dwelling Units not receiving curbside service"); Solid Waste and Recyclable Collection Services Agreement § 5.28 (defining "Residential Service" to include "Multiple-Family Dwelling Units within the City who are not receiving Commercial Service").

<sup>18</sup> Solid Waste and Recyclable Collection Services Agreement §§ 1, 6, and 8.

<sup>19</sup> Solid Waste and Recyclable Collection Services Agreement § 25.

## **ARTICLE I. IN GENERAL**

### **Sec. 18-1. Collection and storage areas.**

- (a) *Applicability.* Temporary dumpsters, such as those that are placed on job sites during construction activity, are not subject to the provisions of this chapter. These provisions shall not apply to litter containers provided for the convenience of pedestrians.
- (b) *Single-family dwelling units.* For single-family dwelling units, accessory dwelling units, and mobile homes, all solid waste and recyclable receptacles, used for the storage and disposal of trash, garbage or recyclables, shall be stored in a location screened from public rights-of-way and from public streets and shall not be placed or stored beyond the front plane of the residential primary structure except put out to the curb for collection. Receptacles may not be put out for collection sooner the night before collection day.
- (c) *All other collection and storage areas.* For all uses except single-family dwelling units, accessory dwelling units, and mobile homes, solid waste and recyclable material collection and storage areas (including dumpsters) shall be allowed on-site and are subject to the following standards:
- (1) *General standards.* Collection and storage facilities shall be in accordance with any requirements of the city, the solid waste authority, and the city's franchise solid waste and recycling service provider.
  - (2) *Access.* Access to collection and storage areas shall be designed to be reasonably accessible and require minimal turning and backing movements for sanitation pickup and removal vehicles.
  - (3) *Location.* All solid waste/recycling collection and storage areas shall be located on the property serviced. Multifamily recyclable material collection and storage areas shall be located within the building containing the multifamily dwelling units, within an accessory building such as a parking structure, or within or adjacent to the disposable material dumpster area used by the residents, or as set forth on an approved site plan that meets the requirements of this Article. Nonresidential collection and storage areas shall be located on the same lot as the principal structure or main use. Collection and storage areas shall not be in any setback, or located within required parking spaces, nor shall they be located within the right-of-way of a street or alley.
  - (4) *Maintenance.* All collection and storage areas shall be maintained in good appearance, kept neat, clean, and free from debris, residue, and foul odor on a daily basis. See property maintenance provisions chapter 14, article III.
  - (5) *Setback.* The minimum setback for recyclable material collection and storage areas that are located on the exterior of buildings shall be twenty-five (25) feet from the nearest residence and twenty-five (25) feet from the nearest entrance to a nonresidential use.
  - (6) *Screening.* Screening shall be as required in chapter 107. The city manager may grant exceptions to these requirements for ninety (90) gallon or smaller recycling containers.
  - (7) *Security.* Doors on solid waste and recyclable material collection and storage areas must be kept closed at all times except when the area is being serviced. The doors must be kept in good repair.
  - (8) *Sizing.* The required collection and storage areas or structures shall be sized to properly handle the volume of materials anticipated to be generated by all users of the storage area combined.
  - (9) *Alternative compliance.* Applicants shall be entitled to demonstrate that collection and storage space needs can be effectively met through an alternative plan. An alternative plan shall be consistent with

the requirements of the solid waste authority of the county (SWA), and, if approved by the city, shall be substituted for standards of this section.

- (10) *Retrofitting of existing nonresidential developments.* The retrofitting of existing nonresidential developments to comply with the standards of this section is permitted at a ratio of one (1) parking space for each recycling material storage and collection area, not to exceed ten (10) percent of the total parking spaces.
- (11) *Dumpster enclosure dimensions.* All dumpsters must be located or installed on a hard impermeable surface of adequate size to fully accommodate the dumpster, as indicated in the typical layout provided as Figure A. All enclosures shall be permitted and meet the appropriate building code requirements.

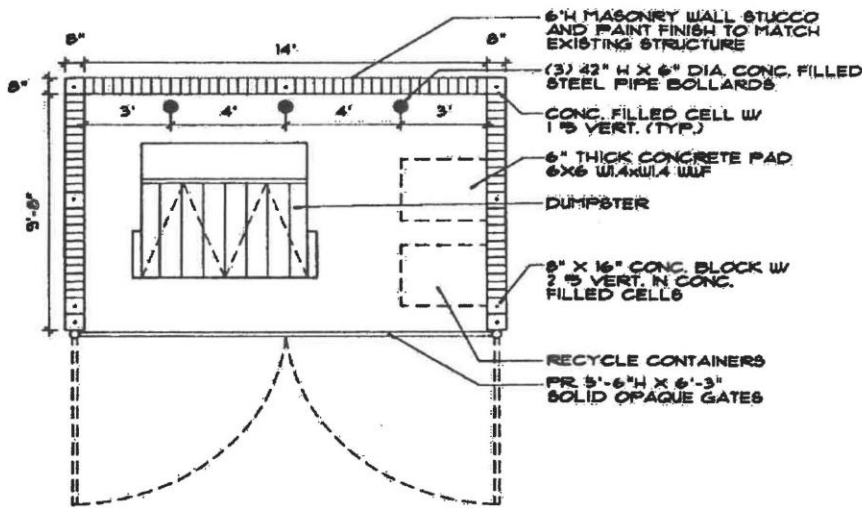


Figure A. Typical Dimensional Specifications

- (d) *Compactors.* Multifamily [developments](#) and nonresidential developments may utilize compactors as a substitute for dumpsters or curbside pickup to dispose of non-recyclable material. Screening shall be as required in chapter 107.
- (e) *Curbside pickup.* The city manager or designee, may approve, during the development review process, curbside pickup in lieu of dumpsters or compactors for individually owned multifamily developments and small nonresidential developments, provided that such developments:
  - (1) Utilize permitted receptacles;
  - (2) Do not generate more solid waste than is allowed per collection service agreement requirements; and
  - (3) Do not generate more than ninety (90) gallons of solid waste per week or per scheduled pick up day.

(Ord. No. 2021-07, § 2(1), 10-11-2021)

**Secs. 18-2—18-20. Reserved.**

## **ARTICLE II. COLLECTION AND DISPOSAL**

### **DIVISION 1. GENERALLY**

---

### **Sec. 18-21. Solid waste collection services.**

The city hereby adopts a mandatory solid waste collection program to promote the health, safety, and of the residents within the city by requiring garbage and trash removed of and disposed of pursuant to the provisions contained herein for residential and commercial locations. The city shall provide for the collection of solid waste, bulk waste, vegetative waste and recyclable materials for all residential dwelling units within the city. All property owners shall be responsible for the payment of all applicable fees and charges for said services.

(Ord. No. 2017-7, § 2, 1-8-2018)

### **Sec. 18-22. Authority.**

- (a) The authority to regulate the collection, removal and disposition of all solid waste, bulk waste, vegetative waste and/or recyclable materials within the municipal limits of the city is exclusively vested in the municipal government of the city.
- (b) The city manager shall have the authority to make rules and regulations, provided they are not contrary to the provisions of this article and shall be empowered to promulgate and distribute such rules by mail, publication, personal service or posting on the premises where solid waste bulk waste, vegetative waste and/or recyclable materials are generated or accumulated.
- (c) From time to time, the city shall publish and distribute a bulletin which outlines collection procedures and schedules as well as other information deemed necessary by the city manager.

(Ord. No. 2017-7, § 3, 1-8-2018)

### **Sec. 18-23. Definitions.**

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

*Assessed property* means any collection unit which is subject to the solid waste collection special assessment.

*Authority* means the solid waste authority of the county.

*Biohazardous or biomedical waste* means those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms, including, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist, but are not limited to, diseased human and animal; parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.

*Bulk trash* means any non-vegetative item which cannot be containerized, bagged or bundled, including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bathtubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture and shall not be commingled with vegetative waste. There shall be no weight limit for any item of bulk trash.

*City manager* means the city manager of the City of Westlake, or such person's designee.

*Clerk* means the city clerk, or such other person as may be duly authorized to act on such person's behalf.

*Collection* means the process whereby solid waste, garbage, trash, bulk, trash vegetative waste, recyclable materials, construction and demolition debris is removed and transported to a designated facility.

---

*Collection unit* means any parcel of improved real property located within the city that generates or is capable of generating solid waste and that contains buildings, structures or other improvements designed or constructed for and capable of use by or used for human habitation, human activity or commercial enterprises.

*Commercial recycling collection service* means the collection of recyclable materials by a contractor for entities within the service area that are not serviced by residential recycling collection service.

*Commercial solid waste* includes any garbage, bulk trash, trash or vegetative waste that is not residential solid waste. Substantial effort shall be made not to commingle garbage, trash or bulk trash with vegetative waste.

*Commercial solid waste collection service* means the collection of the commercial solid waste within the service area. Such service includes both containers and compactors but does not include roll-off collection services. The term "commercial solid waste collection service" includes any garbage, bulk trash, trash or vegetative waste that is not residential solid waste. Substantial effort shall be made not to commingle garbage, trash or bulk trash with vegetative waste.

*Compactor* means a container which has compaction mechanisms whether stationary or mobile, all inclusive.

*Construction and demolition debris (C&D)* means materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de-minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.

*Container* means and includes any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle. All containers must be of the specifications as designated by the city manager, or designee, in writing.

*Containerized residential recycling collection service* means the collection of recyclable materials by the contractor from dwelling units in the service area that requires the use of containers for the collection of recyclable materials and which also receive residential collection services for solid waste, and the delivery of those recyclable materials to a materials recycling facility.

*Containerized residential solid waste collection service* means solid waste collection service of [all-swelling dwelling](#) units whose garbage, trash bulk trash or vegetative waste is collected by means of a central or shared container and not by means of a garbage can. Vegetative waste shall not be commingled with garbage, trash, or bulk trash.

*Contract* means an agreement, executed between the city and the contractor for the performance of the specified solid waste and recycling collection agreement, as amended from time to time.

*Contract administrator* means the person designated by the city manager who shall act as the city's representative in the administration and supervision of the contract and any other contractual agreements relating to solid waste management and solid waste collection program.

*Contractor* means the person, firm, corporation or entity designated by the city to perform the specified services in accordance with the terms of the contract.

*Curbside residential recycling collection service* means the collection of recyclable materials by a contractor from all dwelling units in the service area that also receive curbside residential solid waste collection for solid waste and other dwelling units as are designated by the city, and the delivery of those recyclable materials to the solid waste authority's materials recycling facility or designated solid waste authority transfer station.

*Curbside residential solid waste collection service* means residential solid waste and vegetative waste collection service for all dwelling units whose garbage is collected by means of a garbage can at curbside or roadway.

*Department* means the state department of environmental protection.

---

*Disposal costs* means the tipping fees or landfill costs charged by others for disposal of the waste collected.

*Designated facility* means a solid waste authority or the county-owned disposal, processing, recovery, recycling or transfer facility, or a processing facility permitted by the solid waste authority of the county.

*Dwelling unit* means a type of structure or building unit intended for a capable of being utilized for residential living other than a licensed hotel or motel unit, for which a certificate of occupancy has been issued by the city.

*Final assessment resolution* means the resolution described in section 18-54, which shall confirm, modify, or repeal the initial assessment resolution and which shall be the final proceeding for the imposition of the initial residential solid waste services special assessment.

*Fiscal year* means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the city.

*Garbage* means all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Vegetative waste shall to be commingled with garbage in the same collection. Garbage shall not include any material that falls within the definition of special waste.

*Garbage receptacle or can* means any commonly available rotationally molded, rubberized, plastic, or galvanized receptacle of a non-absorbent material, closed at one (1) end and open at the other, furnished with a closely fitted top or lid and handles. A garbage can is also defined as a heavy duty, securely tied, plastic bag designated for use as a garbage receptacle. Such container, including materials, shall not exceed fifty (50) gallons in capacity or fifty (50) pounds in weight, unless a contractor implements an automated or semi-automated collection system requiring the use of some other standard receptacle compatible with the contractor's equipment supplied by the contractor and approved by the city.

*Governmental agencies* means all state, federal, and local units of government, or any agency or department thereof, which is the owner of any collection unit within the city.

*Hazardous waste* means solid waste as defined by the state department of environmental protection as a hazardous waste in the state administrative code, or by any future legislative action or by federal, state or local law.

*Hotel or motel* means a structure or building unit capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven (7) days or less. To meet this definition, the hotel or motel must be licensed to operate as such. The term "transient" has the meaning as defined in F.S. ch. 509, or its successor law.

*Illegal dumping* means the act of depositing solid waste, bulk trash, vegetative waste or C&D on property which has not been permitted as a designated facility by the solid waste authority.

*Initial assessment resolution* means the resolution described in section 18-50, which shall be the initial proceeding for the imposition of the residential solid waste services special assessment.

*Litter* means solid waste or any other waste material which is thrown, cast, scattered, dropped, spilled or deposited on public or private property, including rights-of-way and parking lots, through intent or negligence which tends to create a danger to public, health, safety and welfare.

*Mixed paper* means a mixture of paper products including magazines, catalogues, telephone books, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper and any other clean paper products.

[Multifamily development](#) means one or more multifamily dwellings with a single property owner (or subject to a unified form of control with authority sufficient to enter into an agreement for solid waste collection services).

---

[Multifamily dwelling shall have the same meaning as that term is defined in Section 101-1 of the City's Land Development Regulations.](#)

*Non-assessed unit* means any collection unit or portion thereof that is not an assessed unit.

*Owner* means the person owning an interest in a collection unit, assessed unit or non-assessed unit.

*Preliminary assessment resolution* means the resolution described in section 18-55, which sets forth the preliminary assessment rates for the upcoming fiscal year, establishing the public hearing, and other related matters.

*Property appraiser* means the county property appraiser.

*Public awareness program* means that program developed by the city to inform and encourage residential and commercial solid waste collection customers to use all solid waste and recycling collection services offered by or through the city. The term "public awareness" also means information concerning level of service and changes in scope of service.

*Recyclable materials* means newspapers (including inserts), aluminum, plastic containers, glass bottles and jars, milk and juice cartons, aseptic containers, corrugated cardboard, brown paper bags, mixed paper, tin and ferrous cans, household dry-cell batteries (no wet-cell batteries), and other solid waste materials added upon agreement between the city and its contractor, when such materials have been either diverted from the remaining solid waste stream or removed prior to their entry into the remaining solid waste stream.

*Recycling* means any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

*Recycling container* means a rigid container made of plastic or other suitable substance that is used for the storage of recyclable materials.

*Residential recycling collection service* means curbside residential recycling collection services and containerized residential recycling collection service.

*Residential solid waste* means garbage, trash and bulk trash resulting from the normal housekeeping activities of a dwelling unit but shall not include vegetative waste- [nor waste from a multifamily development receiving commercial solid waste collection service.](#) Residential solid waste shall also mean construction and demolition debris (C&D) resulting from minor home repair from the dwelling unit.

*Residential solid waste collection service* means curbside residential solid waste collection service and/or containerized residential solid waste collection service provided by the city [to collect residential solid waste](#) for residential properties with dwelling units for which the city has issued certificates of occupancy.

*Residential solid waste services* means, collectively, residential recycling collection services and residential solid waste collection services.

*Residential solid waste services cost* means the estimated amount for any fiscal year of all expenditures and reasonable reserves that are properly attributable to the residential solid waste services provided to residential properties within the city under generally accepted accounting principles, including, without limiting the generality of the foregoing, contract costs and franchise fees charged by a service provider pursuant to an agreement with the city to provide the residential solid waste services, costs and charges for transporting residential solid waste for disposal, disposal costs, reimbursement to the city for any moneys advanced for the residential solid waste services, and costs associated with levying the special assessment, including, but not limited to, legal and administrative fees, and charges for services provided by the county property appraiser and the county.

*Residential solid waste services special assessment* means a special assessment imposed by the city upon residential properties [receiving residential solid waste services](#) within the city for which a certificate of occupancy has been issued by the city to fund, collectively, the city's provision of residential solid waste services to such properties, including disposal costs, provided that the residential solid waste collection special assessment may not

---

include the disposal costs of such collected solid waste if the cost of disposal of such solid waste is separately imposed upon such assessed unit by the authority.

*Residential solid waste services special assessment roll* means the roll created that includes all parcels within the city and their assigned residential solid waste services special assessment approved by a final assessment resolution or an annual assessment resolution pursuant to sections 18-54 and 18-56.

*Roll-off collection service* means the collection of C&D only roll-off containers, or the collection of C&D by other mechanical means, within temporary locations in the service area, limited to new construction sites and remodeling or refurbishment sites. The term "roll-off collection service" also means the collection of horticultural or agricultural waste at horticultural or agricultural nurseries, but only when the customer chooses to use roll-off containers for horticultural or agricultural waste and horticultural and agricultural waste shall not include any other type of waste, including, but not limited to, special waste, garbage or recyclable material.

*Roll-off collection service provider* means the person, firm, corporation, or other legal entity permitted by the city to provide temporary roll off or similar C&D collection services within the service area in accordance with terms and conditions established by the city. The city may determine that the contractor may provide this service as an exclusive part of the contract to provide mandatory solid waste collection service within the service area.

*Service area* means the area within the incorporated boundaries of the city for which the solid waste management and mandatory solid waste collection program is administered as provided in the contract as it may be amended from time to time.

*Sludge* means a solid or semi-solid or liquid generated from any wastewater treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.

*Solid waste* means garbage, bulk trash, C&D debris, litter, trash, vegetative waste or other discarded material resulting from domestic, industrial, commercial, agriculture or governmental operations excluding special waste as defined herein.

*Solid waste authority disposal facility* means a place specifically managed or operated by the solid waste authority of the county.

*Solid waste collection program* means the services and means of collecting solid waste from a collection unit through the use of equipment, trucks, containers, personnel, contracted or permitted services, and all real or personal property owned, leased, operated or used by the city for the purpose of providing the solid waste collection services generally described in this article.

*Solid waste management program* means the program of managing the generation, storage, collection, transporting, processing and disposal of solid waste within the city. The program provides for the regulation, permitting, contracting and enforcement of all aspects of this program.

*Special services* means any services requested or required by the customer which are in addition to, or a change in, residential solid waste collection service, residential recycling collection service, commercial recycling collection service and commercial solid waste collection service as set out or similar to those provided for in the contract.

*Special waste* includes automobiles, boats, internal combustion engines, non- automobile tires, sludge, dead animals, septic tank waste biohazardous or biomedical waste liquid waste and hazardous waste. The term "special waste" may also include items determined by the contract administrator to be reasonably unmanageable.

*Tax collector* means the county tax collector.

*Tax roll* means the real property ad valorem tax assessment roll maintained by the property appraiser for the purpose of the levy and collection of ad valorem taxes.

*Trash* means all refuse accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than garbage which are usual to

---

housekeeping and to the operation of stores, offices and other business places, but shall not include vegetative waste.

*Uncontrollable force* means any event which results in the prevention or delay of performance by a party of its obligations under the contract and which is beyond the reasonable control of the nonperforming party. The term "uncontrollable force" includes, but is not limited to, fires, flood, hurricanes, earthquakes, storms, lightening, epidemic, war, riot, civil disturbances, sabotage, and governmental actions.

*Uniform Assessment Collection Act* means sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

*Vegetative waste* means any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. All grass clippings, leaves, pine needles, and similar loose items must be bagged or containerized. Vegetative waste, except palm fronds, must be no more than six (6) feet in length and no single item shall weigh more than fifty (50) pounds, and shall be placed neatly at the curb. Natural Christmas trees will be collected as vegetative waste and any section must not be more than eight (8) feet in length and must be under fifty (50) pounds.

(Ord. No. 2017-7, § 4, 1-8-2018; Ord. No. 2021-02, § 2, 7-12-2021)

#### **Sec. 18-24. Collection and remittance.**

Except on collection days or the day preceding collection days, garbage containers shall be kept at a point upon the premises of the owner or occupant behind the front elevation of the residence, in the garage, or out of view from the street. Garbage cans are required to be kept in a place easily accessible to the contractor for pickup. On collection days, all garbage cans are to be placed at the edge of the street in order for easy access to the container for pickup. All garbage cans and containers shall be removed on the same day as the container is emptied.

(Ord. No. 2017-7, § 5, 1-8-2018)

#### **Sec. 18-25. Frequency of collection.**

All solid waste and recyclable material shall be collected in accordance with the provisions of the contract except as may be changed by the city as deemed necessary. Residential solid waste shall be picked up twice per week. Recyclable materials shall be collected once per week.

(Ord. No. 2017-7, § 6, 1-8-2018)

#### **Sec. 18-26. Prohibited activities.**

- (a) Any unauthorized accumulation of solid waste, trash, bulk trash, vegetative waste and construction and demolition debris on any premises is prohibited and may be subject to penalties as established by the city.
- (b) Removal of solid waste and recyclable materials from collection receptacles is not permitted. No unauthorized person shall remove, overhaul, scavenge, pilfer nor interfere with the contents of any garbage container, bundle, or pile set out for disposal, recycling, or removal for any purposes.
- (c) It shall be unlawful for any resident or occupant to deposit any solid waste, trash, bulk trash, vegetative waste and construction and demolition debris upon any adjoining lot or premises, whether vacant or improved, occupied or unoccupied or upon any other lot or premises, street, plaza, public passageway, alley, park, any canal, waterway, storm drain, lake or pool within the city.

- 
- (d) No person shall deposit waste materials within the city on public or private property except in a receptacle intended for said waste. Littering shall include, but not be limited to, thrown, dropped, cast, spilled or blown waste.
  - (e) No person shall burn solid waste in any manner other than in a duly authorized incinerator.
  - (f) No person shall place any dead animal or parts thereof in any solid waste container for collection. This section shall not apply to animal parts from food preparation for human consumption.

(Ord. No. 2017-7, § 7, 1-8-2018)

### **Sec. 18-27. Equipment.**

Equipment used within the city for the storage and collection of solid waste, recyclables and construction and demolition debris shall, at all times, be in safe operating condition, clean, in good repair, and display the company name and local telephone number in letters and numbers at least five (5) inches high.

(Ord. No. 2017-7, § 8, 1-8-2018)

### **Sec. 18-28. Ownership of solid waste and recyclable materials.**

Ownership of solid waste and recyclable materials collected pursuant to the contract shall be vested in the city.

(Ord. No. 2017-7, § 9, 1-8-2018)

### **Sec. 18-29. Collection during declared emergency.**

If a state of local emergency has been declared, by a person authorized to make such declaration, the city may make modifications in solid waste collection procedures in accordance with the emergency plans of the city, or as authorized by the city manager, including the collection and removal of storm debris. The city may provide the emergency removal and collection of storm debris in private developments if the removal and collection of the debris is in the public interest, which is defined as work necessary to meet the following:

- (1) Eliminate immediate threats to life, public health and safety, including blocking of emergency response vehicle access;
- (2) Eliminate immediate threats of significant damage to improved public or private property;
- (3) Ensure economic recovery of the affected community to the benefit of the community-at-large; or
- (4) Mitigate the risk to life and property by removing substantially damaged structures and associated appurtenances.

(Ord. No. 2017-7, § 10, 1-8-2018)

### **Secs. 18-30—18-46. Reserved.**

## ***DIVISION 2. RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT***

### **Sec. 18-47. General findings.**

It is hereby ascertained, determined, and declared that:

- 
- (1) Pursuant to article VIII, section 2(b) of the state constitution, and sections 166.021 and 166.041, Florida Statutes, the city has all powers of local self-government to perform municipal functions and render municipal services except when prohibited by law, and such power may be exercised by the enactment of legislation in the form of city ordinances.
  - (2) The city council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the city council may legislate on any subject matter on which the state legislature may act, except those subjects described in (a), (b), (c), and (d) of section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of section 166.021(3), Florida Statutes, are not relevant to the imposition of residential solid waste services special assessments by the city.
  - (3) The purpose of this article is to:
    - a. Provide procedures and standards for the imposition of residential solid waste services special assessments under the constitutional and statutory power of the city;
    - b. Authorize a procedure for the funding of residential solid waste services provided to residential properties within the city; and
    - c. Legislatively determine the special benefit provided to assessed properties from the residential solid waste services.

(Ord. No. 2021-02, § 3(10a-1), 7-12-2021)

#### **Sec. 18-48. Legislative declarations of special benefit.**

It is hereby ascertained and declared that the residential solid waste services provide a special benefit to the assessed property based upon the following legislative determinations:

- (1) The recipients of the city's residential solid waste services will enjoy protection and enhancement of public health and safety by the provision of reliable and effective service to persons who own or use such property, and enrichment of property value and minimization of potential liability attendant with the use of the assessed property.
- (2) The special benefit received by assessed property is the collection and removal and disposal of solid waste, and removal and processing of recyclable materials from the assessed properties through a service provided by the city that ensures that real properties do not become polluted or overrun by solid waste generated by the residential use on the property, or if no solid waste services were made available the potential overrun of solid waste and recyclable materials onto the property from adjacent properties.

(Ord. No. 2021-02, § 3(10a-2), 7-12-2021)

#### **Sec. 18-49. Residential solid waste services assessments authorized.**

The city council is hereby authorized to impose residential solid waste services special assessments against residential property located within the city for which certificates of occupancy have been issued by the city. The residential solid waste services cost may be assessed against such residential properties within the city at a rate of assessment based upon the special benefit accruing to such property from the residential solid waste services provided by the city.

(Ord. No. 2021-02, § 3(10a-3), 7-12-2021)

---

**Sec. 18-50. Initial assessment resolution.**

The initial proceeding for imposition of the residential solid waste services special assessments shall be the city council's adoption of an initial assessment resolution. The initial assessment resolution shall:

- (1) Describe the residential solid waste services proposed for funding from the proceeds of the residential solid waste services special assessments;
- (2) Estimate the residential solid waste services cost;
- (3) Describe the proposed method of apportioning the residential solid waste services cost among the assessed properties, as applicable, such that the owner of any parcel of property can objectively determine the amount of the residential solid waste services special assessments upon the assessed property; and
- (4) Include specific legislative findings that recognize the equity provided by the apportionment methodology and specific legislative findings that recognize the special benefit provided by the residential solid waste services.

(Ord. No. 2021-02, § 3(10a-4), 7-12-2021)

**Sec. 18-51. Residential solid waste services special assessment roll.**

- (a) The city manager shall prepare, or direct the preparation of, a preliminary residential solid waste services special assessment roll that contains the following information:
  - (1) A summary description of each parcel of property (conforming to the description contained on the tax roll) subject to the residential solid waste services special assessment;
  - (2) The name of the owner of record of each parcel as shown on the tax roll, in compliance with applicable state statutes on exempt and confidential information; and
  - (3) The estimated residential solid waste services special assessment to become due in the fiscal year;
- (b) Copies of the initial assessment resolution and the preliminary residential solid waste services special assessment roll shall be on file in the office of the city clerk and open to public inspection. The foregoing shall not be construed to require that the residential solid waste services special assessment roll be in printed form if the amount of the residential solid waste services special assessment for each parcel of property can be determined by use of a computer terminal available for use by the public.

(Ord. No. 2021-02, § 3(10a-5), 7-12-2021)

**Sec. 18-52. Notice by publication.**

After filing the residential solid waste services special assessment roll in the office of the city clerk as required by section 18-51, the city manager shall cause to be published once in a newspaper of general circulation within the city a notice stating that a public hearing of the city council will be held on a certain day and hour, not earlier than twenty (20) calendar days from such publication, at which hearing the city council will receive written comments and hear testimony from all interested persons regarding adoption of the final assessment resolution in the initial year and annual assessment resolution in subsequent years, and approval of the residential solid waste services special assessment roll. Notwithstanding that the city may use a different collection procedure in any fiscal year, the published notice shall conform to the requirements set forth in the uniform assessment collection act for purposes of the residential solid waste services special assessment.

(Ord. No. 2021-02, § 3(10a-6), 7-12-2021)

---

**Sec. 18-53. Notice by mail.**

In addition to the published notice required by section 18-52, the city manager shall cause to be provided notice of the proposed residential solid waste services special assessments to the owner of each parcel of property subject to the residential solid waste services special assessments. The form of such notice shall conform to the requirements set forth in the uniform assessment collection act, notwithstanding that the city may use a different collection procedure in any fiscal year. The notice shall be mailed by either first class mail, or by use of the annual truth in millage notice should the city utilize the uniform assessment collection act, at least twenty (20) calendar days prior to the hearing to each property owner, at such address as is shown on the tax roll at the time the notices are prepared for mailing. Notice shall be deemed mailed upon delivery thereof to the possession of the U.S. Postal Service. Failure of the owner to receive such notice due to mistake or inadvertence shall not affect the validity of the residential solid waste services special assessment roll nor release or discharge any obligation for the payment of a residential solid waste services special assessment imposed by the city council pursuant to this article.

(Ord. No. 2021-02, § 3(10a-7), 7-12-2021)

**Sec. 18-54. Final assessment resolution.**

- (a) In the initial year of the residential solid waste services special assessment, at the time named in such notice, or such time to which an adjournment or continuance may be taken, the city council shall receive written objections and hear testimony of interested persons and may then, or at any subsequent meeting of the city council, adopt the final assessment resolution which shall:
  - (1) Confirm, modify, or repeal the initial assessment resolution with such amendments, if any, as may be deemed appropriate by the city council;
  - (2) Approve the residential solid waste services special assessment roll, with such amendments as it deems just and right; and
  - (3) Determine the method of collection.
- (b) All objections to adoption of the final assessment resolution shall be made in writing and filed with the clerk at or before the time or adjourned time of such hearing.

(Ord. No. 2021-02, § 3(10a-8), 7-12-2021)

**Sec. 18-55. Preliminary rate resolution.**

Prior to the adoption of the annual assessment resolution pursuant to section 18-56, the city council shall adopt a preliminary assessment resolution, which shall include without limitation:

- (1) A brief description of the residential solid waste services to be provided by the city;
- (2) The amount of the cost of providing residential solid waste services to be assessed upon specially benefited properties within the city;
- (3) Setting forth the date, time and location for the city council to consider public comments on the adoption of the annual assessment rate resolution;
- (4) Directing the city manager, or designee, to update the assessment roll; and
- (5) Directing the requisite notice be provided to affected property owners for a public hearing to adopt the annual assessment resolution.

(Ord. No. 2021-02, § 3(10a-9), 7-12-2021)

---

### **Sec. 18-56. Annual assessment resolution.**

During its budget adoption process, the city council shall adopt an annual assessment resolution for each fiscal year following adoption of the final assessment resolution. The final assessment resolution shall constitute the annual assessment resolution for the initial fiscal year. The annual assessment resolution shall approve the residential solid waste services special assessment roll for such fiscal year. The residential solid waste services special assessment roll shall be prepared in accordance with the preliminary rate resolution, as confirmed or amended by the annual assessment resolution. The city shall provide notice to the owners of such property in accordance with sections 18-52 and 18-53 and conduct a public hearing prior to adoption of the annual assessment resolution, provided that should the city use the Uniform Assessment Collection Act, a public hearing is necessary only when such is required under the Act. Failure to adopt an annual assessment resolution during the budget adoption process for a fiscal year may be cured at any time.

(Ord. No. 2021-02, § 3(10a-10), 7-12-2021)

### **Sec. 18-57. Effect of final or annual assessment resolutions.**

The adoption of the final assessment resolution or annual assessment resolution shall be the final adjudication of the issues presented (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the residential solid waste services special assessment roll and the levy and lien of the residential solid waste services special assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of city council adoption of the final assessment resolution or annual assessment resolution. The residential solid waste services special assessments for each fiscal year shall be established upon adoption of the final assessment resolution or annual assessment resolution. The residential solid waste services special assessment roll, as approved by the final assessment resolution or annual assessment resolution shall be delivered to the tax collector or such other official as the city council, by resolution, deems appropriate.

(Ord. No. 2021-02, § 3(10a-11), 7-12-2021)

### **Sec. 18-58. Lien of residential solid waste services special assessments.**

- (a) Upon adoption of the final assessment resolution or annual assessment resolution for each fiscal year, the residential solid waste services special assessment to be collected under the Uniform Assessment Collection Act shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the city council of the final assessment resolution or annual assessment resolution and shall attach to the property included on the residential solid waste services special assessment roll as of the prior January 1, the lien date for ad valorem taxes.
- (b) For residential solid waste services special assessments to be collected under the alternative method of collection provided in section 18-60, the adoption of the final assessment resolution or annual assessment resolution shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, titles and claims, until paid. The lien shall be deemed perfected on the date notice thereof is recorded in the official records of the county.

(Ord. No. 2021-02, § 3(10a-12), 7-12-2021)

---

**Sec. 18-59. Method of collection of residential solid waste services special assessments.**

Unless directed otherwise by the city council, the residential solid waste services special assessment shall be collected pursuant to the Uniform Assessment Collection Act, and the city shall comply with all applicable provisions thereof. Any hearing or notice required by this article may be combined with any other hearing or notice required by the uniform assessment collection act.

(Ord. No. 2021-02, § 3(10a-13), 7-12-2021)

**Sec. 18-60. Alternative method of collection of the residential solid waste services special assessment.**

In lieu of using the Uniform Assessment Collection Act, the city may elect to collect the residential solid waste services special assessment by any other method which is authorized by law or under an alternative collection method provided by this section.

- (1) The city shall have the right to record a lien for unpaid assessments in the public records of the county.
- (2) The city shall have the right to appoint or retain an agent to foreclose and collect all delinquent residential solid waste services special assessments in the manner provided by law. A residential solid waste services special assessment shall become delinquent if it is not paid within thirty (30) days from the date any payment is due. In the event the city exercises its rights to foreclose and collect a delinquent residential solid waste services special assessment, the city or agent shall notify any property owner who is delinquent in payment of residential solid waste services special assessment within sixty (60) days from the date the residential solid waste services special assessment was due. Such notice shall state in effect that the city or agent will initiate a foreclosure action and cause the foreclosure of such property subject to a delinquent residential solid waste services special assessment in a method now or hereafter provided by law for foreclosure of mortgages on real estate, or otherwise as provided by law.
- (3) All costs, fees and expenses, including reasonable attorney fees and title search expenses related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the city may be the purchaser to the same extent as an individual person or corporation. All delinquent property owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the city and agents, including reasonable attorney fees, in collection of such delinquent residential solid waste services special assessments and any other costs incurred by the city as a result of such delinquent residential solid waste services special assessments, including, but not limited to, costs paid for draws on a credit facility and the same shall be collectible as a part of or in addition to, the costs of the action.
- (4) In lieu of foreclosure, any delinquent residential solid waste services special assessment and costs, fees, and expenses attributable thereto, may be rolled into the special assessment for such parcel in a subsequent fiscal year.
- (5) In lieu of foreclosure, any delinquent residential solid waste services special assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided, however, that:
  - a. Notice is provided to the owner in the manner required by law and this article; and
  - b. Any existing lien of record on the affected parcel for the delinquent residential solid waste services special assessment is supplanted by the lien resulting from certification of the residential solid waste services special assessment roll to the tax collector.

---

(Ord. No. 2021-02, § 3(10a-14), 7-12-2021)

**Sec. 18-61. Revisions to residential solid waste services special assessments.**

If any residential solid waste services special assessment made under the provisions of this article is either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the city council is satisfied that any such residential solid waste services special assessment is so irregular or defective that the same cannot be enforced or collected, or if the city council has failed to include any property on the residential solid waste services special assessment roll that should have been so included, the city council may take all necessary steps to impose a new residential solid waste services special assessment against any such property, following as nearly as may be practicable the provisions of this article and in case such second residential solid waste services special assessment is annulled, the city council may obtain and impose other residential solid waste services special assessments until a valid residential solid waste services special assessment is imposed.

(Ord. No. 2021-02, § 3(10a-15), 7-12-2021)

**Sec. 18-62. Procedural irregularities.**

Any irregularity in the proceedings in connection with the levy of any residential solid waste services special assessment under the provisions of this article shall not affect the validity of the same after the approval thereof, and any residential solid waste services special assessment as finally approved shall be competent and sufficient evidence that such residential solid waste services special assessment was duly levied, that the residential solid waste services special assessment was duly made and adopted, and that all other proceedings adequate to such residential solid waste services special assessment were duly had, taken and performed as required by this article; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this section, any party objecting to a residential solid waste services special assessment imposed pursuant to this article must file an objection with a court of competent jurisdiction within the time periods prescribed in section 18-57.

(Ord. No. 2021-02, § 3(10a-16), 7-12-2021)

**Sec. 18-63. Correction of errors and omissions.**

- (a) No act of error or omission on the part of the city council, city manager, property appraiser, tax collector, city clerk, or their respective deputies, employees or designees shall operate to release or discharge any obligation for payment of any residential solid waste services special assessment imposed by the city council under the provisions of this article.
- (b) The assessment amount on any assessed property may be corrected at any time by the city manager when an error is confirmed. Any such correction which reduces a residential solid waste services special assessment shall be considered valid from the date on which the residential solid waste services special assessment was imposed and shall in no way affect the enforcement of the residential solid waste services special assessment imposed under the provisions of this article. Any such correction which increases a residential solid waste services special assessment or imposes a residential solid waste services special assessment on omitted property shall first require notice to the affected owner in the manner described in section 18-53, providing the date, time and place that the city council will consider confirming the correction and offering the owner an opportunity to be heard.
- (c) After the residential solid waste services special assessment roll has been delivered to the tax collector, any changes, modifications or corrections thereto shall be made in accordance with the procedures applicable to errors and insolvencies for ad valorem taxes.

---

(Ord. No. 2021-02, § 3(10a-17), 7-12-2021)

**Sec. 18-64. Applicability.**

This article and the city's authority to impose the residential solid waste services special assessment pursuant hereto shall be applicable throughout the city.

(Ord. No. 2021-02, § 3(10a-18), 7-12-2021)

**Sec. 18-65. Alternative method.**

This article shall be deemed to provide an additional and alternative method for the completing the tasks set forth herein and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This article, being necessary for the welfare of the inhabitants of the city, shall be liberally construed to effect the purposes hereof.

(Ord. No. 2021-02, § 3(10a-19), 7-12-2021)

**Sec. 18-66. Enforcement.**

It shall be unlawful for any person to fail, neglect, or refuse to comply with and abide by each provision of this article. The performance on each day of any prohibited act or practice or the failure to perform on each day of any required act or practice shall constitute a separate offense and shall be punishable as such.

(Ord. No. 2017-7, § 12, 1-8-2018)

**Sec. 18-67. Multifamily Developments.**

Multifamily developments with more than four dwelling units shall be eligible to receive either residential solid waste collection service or commercial solid waste collection service.

(a) Commercial solid waste collection service. A multifamily development may elect to secure commercial solid waste collection service only if one of the following conditions occurs:

(1) At the time of site plan approval, the applicant accepts a condition of approval mandating that prior to issuance of a certificate of occupancy, the property owner (or management company as applicable) will enter into a commercial solid waste collection service agreement with the contractor, consistent with the contract. Such agreement must provide for solid waste collection not less than twice per week for solid waste and not less than once for week with recyclables.

(2) After a site plan has been approved, a multifamily development may only enter into an agreement for commercial solid waste collection service after receiving approval from the city manager.

(b) Any multifamily development not receiving commercial solid waste shall receive residential solid waste collection service and may be subject to the residential solid waste special assessment.

(c) Multifamily developments that elect to receive commercial solid waste collection services shall not be included on the residential solid waste services special assessment roll and shall not be subject to the residential solid waste services special assessment for the period in which commercial service is maintained.

**File Attachments for Item:**

A. Approval of Interlocal Agreement for Disaster Debris Management between the City of Westlake and the Solid Waste Authority of Palm Beach County

**Submitted By:** Operations Coordinator



# Meeting Agenda Item Coversheet

<b>MEETING DATE:</b>	June 2, 2026	<b>Submitted By: Hanif David Christie</b>	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	Approval of Interlocal Agreement for Disaster Debris Management between the City of Westlake and the Solid Waste Authority of Palm Beach County		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	<b>Motion to approve the Interlocal Agreement for Disaster Debris Management between the City of Westlake and the Solid Waste Authority of Palm Beach County and authorize the Mayor to execute the agreement, subject to final legal review and approval by the City Attorney.</b>		
<b>SUMMARY and/or JUSTIFICATION:</b>	<p>The proposed Interlocal Agreement for Disaster Debris Management establishes a cooperative framework between the City of Westlake and the Solid Waste Authority of Palm Beach County (“SWA”) for the coordination, collection, management, storage, processing, and disposal of disaster-related debris following hurricanes, tropical storms, or other declared emergencies.</p> <p>The agreement is authorized pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, which allows local governments to cooperate on matters of mutual interest and public necessity.</p> <p>Under the agreement, the City will remain responsible for the collection and documentation of debris within its jurisdiction and for coordinating reimbursement requests associated with debris collection activities. The SWA will be responsible for operating debris management sites, processing and disposal activities, and coordinating reimbursement submissions associated with disposal operations.</p> <p>The agreement also establishes procedures for:</p> <ul style="list-style-type: none"> <li>• FEMA and State reimbursement coordination;</li> <li>• Documentation and audit requirements;</li> <li>• Cost allocation for non-reimbursable debris expenses;</li> <li>• Operational coordination before and after storm events; and</li> <li>• Long-term debris management planning and recovery operations.</li> </ul> <p>Approval of this agreement will help ensure the City is operationally prepared for storm response activities and positioned to maximize reimbursement opportunities from FEMA and other reimbursing agencies following a declared disaster event.</p>		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>	X	<b>BUDGET:</b>
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>
	<b>EXHIBIT(S):</b>		<b>OTHER:</b>

<p><b>IDENTIFY EACH ATTACHMENT.</b>  <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i></p>			
<p><b>SELECT, if applicable</b></p>	<p><b>RESOLUTION:</b></p>	<p><b>ORDINANCE:</b></p>	
<p><b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b>  <i>(if Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i>  <b><u>Please keep text indented.</u></b></p>			
<p><b>FISCAL IMPACT</b> <i>(if any):</i></p>	<p>The City may incur costs associated with disaster debris collection, 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.</p>	<p>\$</p>	

## **INTERLOCAL AGREEMENT FOR DISASTER DEBRIS MANAGEMENT**

**THIS INTERLOCAL AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the Solid Waste Authority of Palm Beach County, a dependent special taxing City created pursuant to Chapter 2001-331, Laws of Florida (hereinafter "Authority") and \_\_\_\_\_ a municipal corporation, chartered and organized in accordance with the laws of the State of Florida (hereinafter called "City"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

### **WITNESSETH:**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, Palm Beach County has adopted a Debris Management Plan (hereinafter "Plan") and pursuant to the Plan, the Authority is responsible for coordinating the permanent removal, storage, burning and disposal of all debris deposited along or immediately adjacent to public rights-of-way in the unincorporated areas of the County; and

**WHEREAS**, the City is responsible for coordinating the permanent removal, storage, burning and disposal of all debris deposited along or immediately adjacent to public rights-of-way in the City; and

**WHEREAS**, the City and the Authority have determined that it is in the best interest of the citizens of Palm Beach County to cooperate in the management of disaster debris and securing reimbursement for eligible debris management costs from the Federal Government, the State of Florida and any other agencies providing cost reimbursement.

**NOW THEREFORE**, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereby agree as follows:

### **Section 1.**

The above recitals are true and correct.

### **Section 2. Purpose**

The purpose of this Agreement is to provide for and establish the framework under which the City and the Authority shall coordinate the management of disaster debris as well as the payment and subsequent reimbursement of costs associated with debris management in Palm Beach County.

### **Section 3. Definitions**

"Act" means Part I of Chapter 163.01, Florida Statutes.

"Agreement" means the Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof

"County" means Palm Beach County, a political subdivision of the State of Florida "Debris Management Plan" means the most current Palm Beach County Debris Management Plan.

"FEMA" means the Federal Emergency Management Agency, or any successor agency performing a like function.

"FHWA" means the Federal Highway Administration, or any successor agency performing a like function.

"Reimbursing Agencies" mean FEMA, FHWA, the State of Florida and any other agency or unit of government providing funds for the reimbursement of debris management expenses.

"Storm Debris, Disaster Debris or Debris" means a variety of debris that includes but is not limited to such things as trees and other vegetative organic matter, building/construction material, appliances, personal property, mud, sand and sediment.

"Eligible Storm Debris" means storm debris that qualifies for reimbursement by the Reimbursing Agencies.

"Ineligible Storm Debris" means storm debris that does not qualify for reimbursement by the Reimbursing Agencies.

#### **Section 4. Effective Date**

The effective date of this Agreement is **June 1, 2025** and shall continue until otherwise amended from time to time and or terminated by either party in accordance with Section 9.

#### **Section 5. City Responsibilities**

##### **5.01 Appointment of Operations and Finance Coordinators.**

The City shall annually designate coordinators to work closely with the Authority on the operational matters related to debris collection and processing, and the coordination and management of the submittal of costs and invoices to the Reimbursing Agencies for Storm Debris management costs. Such persons shall have, or shall have subordinates that have, the required knowledge of debris collection operations and Reimbursing Agencies requirements. The coordinator(s) or his/her designee shall work with Authority staff and attend meetings with Reimbursing Agencies representatives and others regarding Storm Debris management.

The City's coordinator shall attend all pre-season and pre-storm meetings conducted by the Authority during which all parties will have the opportunity to fully review the Plan including any changes that may have occurred with regard to eligibility and reimbursement rules and procedures. Attendance, while mandatory, may be accomplished by conference call, if necessary.

##### **5.02 Collection of Debris.**

The City shall be responsible for the collection of Storm Debris within its jurisdiction and delivering that debris to Authority debris management sites. The City shall be responsible for monitoring collections and documenting collection activities of Storm Debris on a level sufficient to meet the requirements of the Reimbursing Agencies. This shall include having collection vehicles measured and documented by the SWA or its designee and properly completing load tickets provided by the Authority or approved by the Authority. If the City uses load tickets provided by the Authority, the City shall pay the cost of printing those load tickets.

### **5.03 Submittal of Collection Costs for Reimbursement.**

The City shall be responsible for preparing documentation regarding its costs incurred to pick-up and deliver Disaster Debris to debris management sites in the required form prescribed by the Reimbursing Agencies and submit those costs to FEMA and associated State agencies for reimbursement.

### **5.04 Payment of Un-reimbursed Disposal Costs.**

The City shall be responsible for any un-reimbursed costs associated with both Eligible and Ineligible Storm Debris collected by the City, delivered to the Authority and disposed of as documented by the Authority. This responsibility shall include site monitoring, management and restoration costs, and costs associated with any borrowing required to fund debris management activities, on a pro-rata basis, based on the quantities of debris delivered. The City shall pay these amounts and remit them to the Authority within five (5) business days of receipt of invoice.

### **5.05 Reimbursement Monitoring and Tracking.**

The City shall assist and coordinate with the Authority the tracking and monitoring of all Storm Debris requests for reimbursement so that expedient payments can be made.

## **Section 6. Authority Responsibilities.**

### **6.01 Appointment of Operations and Finance Coordinators.**

The Authority shall annually designate coordinators to work closely with the City on the operational matters related to debris collection and processing, and the coordination and management of the submittal of costs and invoices to the Reimbursing Agencies for Storm Debris management costs. Such persons shall have, or shall have subordinates that have, the required knowledge of debris collection operations and Reimbursing Agencies requirements. The coordinator(s) or his/her designee shall work with City staff and attend meetings with the Reimbursing Agencies representatives and others regarding Storm Debris management. The Authority's coordinator shall attend all pre-season and pre-storm meetings conducted by the Authority during which all parties will have the opportunity to fully review the Plan including any changes that may have occurred with regard to eligibility and reimbursement rules and procedures.

### **6.02 Operation of Debris Management Sites.**

The Authority shall be responsible for staffing, managing and operating debris management sites it establishes throughout the County for the purpose of storing, processing and disposing of Disaster Debris. The Authority shall operate and monitor these debris management sites consistent with Reimbursing Agencies guidelines. The Authority shall provide facilities to measure and placard City collection vehicles. The Authority shall use its best efforts to open one or more debris sites within 72 hours after an "all clear" is issued for a hurricane or other disaster.

### **6.03 Submittal of Costs for Reimbursement.**

The Authority shall prepare and submit documentation regarding its costs incurred to pick-up, haul, manage, and dispose of storm debris in the required form prescribed by the Reimbursing Agencies and submit those costs to them for reimbursement. Such costs may include the cost of processing and disposal of Storm Debris delivered to the Authority's Storm Debris sites by the City. The timeframe for submittal of cost documentation from the Authority to the County and subsequent submittal to the Reimbursing Agencies shall be as mutually agreed by the County, the Authority and the Reimbursing Agencies, as appropriate.

### **6.04 Un-reimbursed City Disposal Costs.**

If the Authority is advancing the payment of any costs incurred on behalf of the City the Authority may

invoice the City for that portion of the costs it reasonably believes will not be reimbursed by the Reimbursing Agencies. Any such invoice will be due and payable within 60 days of receipt by the City. Upon receipt of all reimbursements the Authority will either remit payment to or invoice the City for the difference.

**Section 7. Access and Audits**

The Authority and the City shall create adequate records to justify all charges, expenses, and costs for Storm Debris management and to maintain those records after completion of the audits by the Reimbursing Agencies for the time period as may be specified by law or regulation. The City and the Authority shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

**Section 8. Breach/Opportunity to Cure**

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

**Section 9. Termination**

This Agreement may be terminated by either party to this Agreement upon thirty (30) days written notice to the other party.

**Section 10. Enforcement Costs**

Any costs or expenses associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties, provided, however, that this clause pertains only to the parties to this Agreement.

**Section 11. Notice**

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

City:	
Name	
Address	
City, State, Zip	
Authority:	
Name	Ramana Kari, Executive Director
Address	7501 N. Jog Road
City, State, Zip	West Palm Beach, Fl. 33412

**Section 12. Delegation of Duty**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or City officers.

**Section 13. Filing**

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

## **Section 14. Liability**

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

## **Section 15. Indemnification**

Each party shall be liable for its own actions and negligence and, to the extent permitted under Florida law, the City shall indemnify, defend and hold harmless the Authority against any actions, claims or damages arising out of the City's negligence in connection with this Agreement, and the Authority shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of the Authority's negligence in connection with this Agreement. However, nothing in this paragraph shall be interpreted as a waiver of the Authority's or the City's sovereign immunity.

## **Section 16. Amendments**

This Agreement may not be amended except by written instrument signed by both parties hereto.

## **Section 17. Remedies**

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

## **Section 18. Time of the Essence**

The parties expressly agrees that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

## **Section 19. Equal Opportunity Provision**

The City and the Authority agree that no person shall, on the grounds of race, color, sex, national origin disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

## **Section 20. Captions**

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

## **Section 21. Severability**

In the event that any section, paragraph, sentence, clause or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Section 22. Entirety of Agreement**

This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement effective as of the day and year first above written:

**WITNESSES:**

**SOLID WASTE AUTHORITY OF  
PALM BEACH COUNTY**

\_\_\_\_\_

\_\_\_\_\_  
Ramana Kari  
Executive Director

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
Michael Jones, Esq. Solid Waste Authority

**WITNESSES:**

**CITY OF WESTLAKE**

\_\_\_\_\_

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

\_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

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



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41

**CITY OF WESTLAKE**

**RESOLUTION NO. 2026-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

---

WHEREAS, the City Council deems it to be in the best interests of the City to approve and authorize the property City Officials to execute a Memorandum of Understanding between the Solid Waste Authority of Palm Beach County and the City of Westlake;

**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 property City Officials to execute a Memorandum of Understanding ("MOU") between the Solid Waste Authority of Palm Beach County and the City of Westlake. A copy of the MOU 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.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17

**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

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into on the \_\_\_\_\_ day of \_\_\_\_\_

In \_\_\_\_\_ ( herein referred to as the “Effective Date” ) by and between:

The Solid Waste Authority of Palm Beach County (Authority)

Name of Municipality \_\_\_\_\_

Parties may be referenced individually as “Party” and collectively as “Parties.”

**PURPOSE AND INTENT**

The purpose of this MOU is to establish a path for municipalities who wish to partner with the Authority to satisfy the requirement created by the passage of SB 180 Emergencies effective July 1, 2026. Specifically, by entering into this MOU it is the intent of the Parties to apply jointly for the authorization and use of a debris management site.

**ROLES AND RESPONSIBILITIES**

In the event of a storm or similar natural disaster the Parties agree to work cooperatively for the purpose of debris management and for the use of debris management sites operated by the Authority. These sites are specifically identified and shown on Exhibit 1, which is attached hereto and incorporated herein. The terms and conditions of the use of such sites, upon authorization, are outlined in the Interlocal Agreement previously executed by the Parties for this purpose and dated (\_\_\_\_\_).

**TERM AND TERMINATION**

This MOU becomes effective on the date it is signed by both [all} Parties. It remains in force unless explicitly terminated, in writing , by either Party or mutually by the Parties upon 30 calendar days’ notice.

The undersigned Parties acknowledge and agree to this MOU for the purposes set forth herein.

**SIGNATURES**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**SOLID WASTE AUTHORITY OF  
PALM BEACH COUNTY**

By: \_\_\_\_\_  
Ramana Kari, Executive Director

**APPROVAL AS TO LEGAL  
SUFFICIENCY**

By: \_\_\_\_\_  
Michael W. Jones Esq.  
General Counsel

**APPROVE TO TERMS AND  
CONDITIONS**

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

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

\_\_\_\_\_  
Title

**MUNICIPALITY:**

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

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

\_\_\_\_\_  
Title

**CITY ATTORNEY'S OFFICE**  
**Approved as to form and legality**

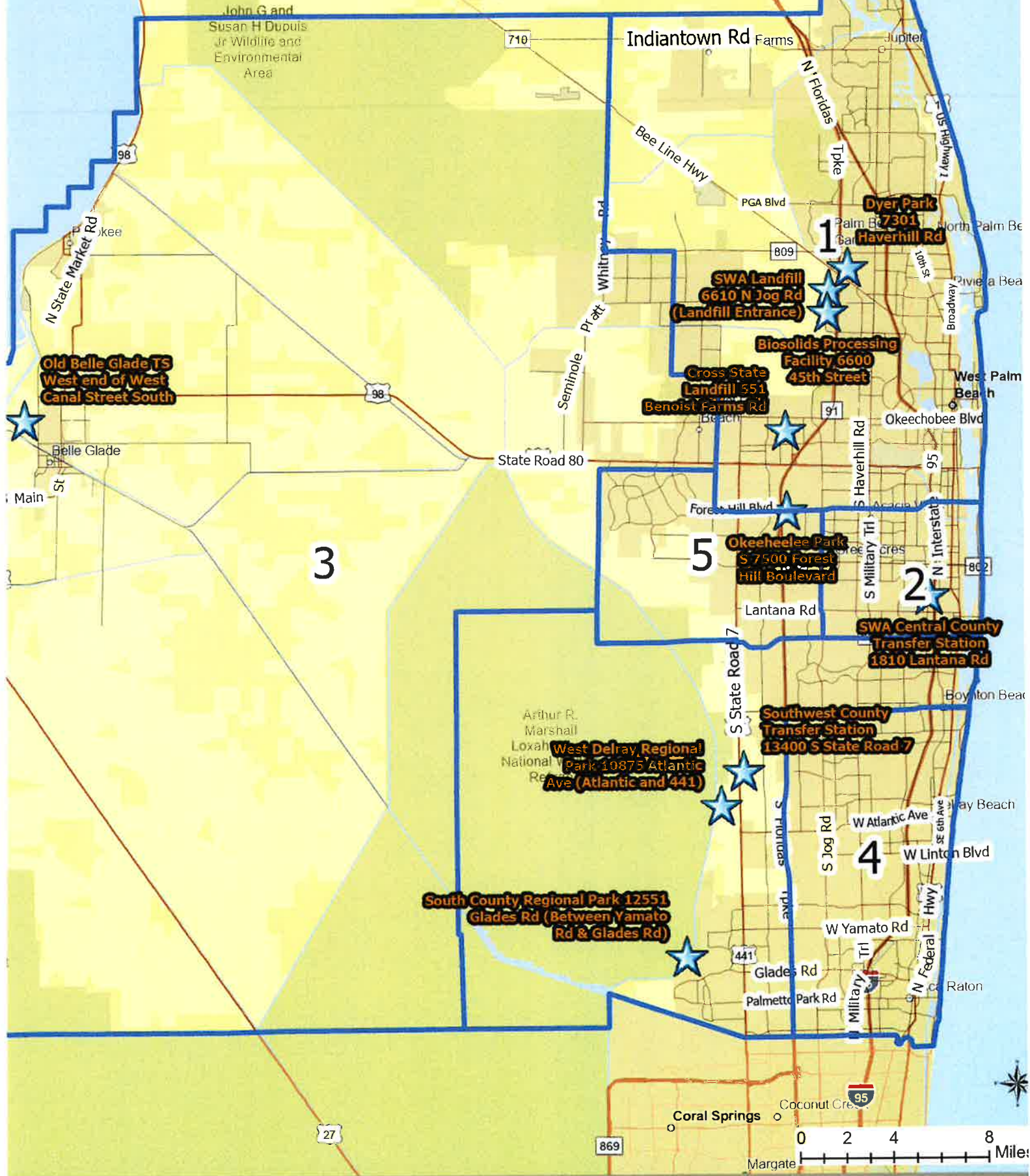
By: \_\_\_\_\_

**Debris Zones & Disaster Debris  
Management Sites - 2026**

- 1. Dyer Park**  
Approx. 20-acres | Approx. 600,000 cy  
7301 Haverhill Road  
West Palm Beach, Florida 33412
- 2. SWA Landfill (Landfill Entrance)**  
Approx. 4-acres | Approx. 120,000 cy  
6610 N. Jog Road  
West Palm Beach, Florida 33412
- 3. Biosolids Processing Facility**  
Approx. 3-acres | Approx. 90,000 cy  
6600 45<sup>th</sup> Street  
West Palm Beach, Florida 33412
- 4. Cross State Landfill**  
Approx. 7-acres | Approx. 210,000 cy  
551 Benoist Farms Road  
West Palm Beach, Florida 33402
- 5. Okeehelée Park S.**  
Approx. 2-acres | Approx. 60,000 cy  
7500 Forest Hill Boulevard  
West Palm Beach, Florida 33413
- 6. SWA Central County Transfer Station**  
Approx. 5-acres | Approx. 150,000 cy  
1810 Lantana Road  
Lantana, Florida 33462
- 7. Southwest County Transfer Station**  
Approx. 23-acres | Approx. 60,000 cy  
13400 S. State Road 7  
West Delray Beach, Florida 33446
- 8. West Delray Regional Park (Atlantic & 441)**  
Approx. 4.5-acres | Approx. 135,000 cy  
10875 Atlantic Avenue  
Delray Beach, Florida 33446
- 9. South County Regional Park (Between Yamato Rd. & Glades Rd.)**  
Approx. 5-acres | Approx. 150,000 cy  
12551 Glades Road  
Boca Raton, Florida 33498
- 10. Belle Glade Transfer Station**  
Approx. 2-acres | Approx. 60,000 cy  
West End of West Canal Street S.  
Belle Glade, Florida 33430

# Debris Zones & Disaster Debris Management Sites

## 2026



**File Attachments for Item:**

B. Approval of Proposed Revisions to the Housing Assistance Purchase Program Yearly (HAPPY) Guidelines

**Submitted By:** Housing Assistance Program Manager

**RESOLUTION 2026-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING THE PROPOSED REVISIONS TO THE HOUSING ASSISTANCE PURCHASE PROGRAM YEARLY (HAPPY) GUIDELINES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**



# Meeting Agenda Item Coversheet

<b>MEETING DATE:</b>		June 2, 2026	<b>Submitted By:</b> Taylor Garcia	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		Approval of Proposed Revisions to the Housing Assistance Purchase Program Yearly (HAPPY) Guidelines		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		<b>Motion to approve Resolution No. 2026- 10- Approving the proposed revisions to the Housing Assistance Purchase Program Yearly (HAPPY) Overview &amp; Guidelines.</b>		
<b>SUMMARY and/or JUSTIFICATION:</b>		<p>The proposed revisions to the Housing Assistance Purchase Program Yearly (HAPPY) Overview &amp; Guidelines are intended to update and clarify program requirements, improve administrative consistency, align the program with current housing market conditions, and support the City's long-term housing goals.</p> <p>Revisions include updates to eligibility criteria, underwriting and affordability review considerations, income and purchase price limits, application procedures, and program administration provisions.</p>		
<b>SELECT, if applicable</b>		<b>AGREEMENT:</b>		<b>BUDGET:</b>
		<b>STAFF REPORT: X</b>		<b>PROCLAMATION:</b>
		<b>EXHIBIT(S): X</b>		<b>OTHER:</b>
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		<b>Exhibit "A" – Revised HAPPY Program Guidelines</b>		
<b>SELECT, if applicable</b>		<b>RESOLUTION</b>	X	<b>ORDINANCE:</b>
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <b><u>Please keep text indented.</u></b>		<p style="text-align: center;"><b>RESOLUTION 2026-10</b></p> <p><b>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING THE PROPOSED REVISIONS TO THE HOUSING ASSISTANCE PURCHASE PROGRAM YEARLY (HAPPY) GUIDELINES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.</b></p>		
<b>FISCAL IMPACT (if any):</b>				\$

1  
2  
3  
4  
5  
6  
7  
8  
  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39

**CITY OF WESTLAKE**

**RESOLUTION NO. 2026-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING THE PROPOSED REVISIONS TO THE HOUSING ASSISTANCE PURCHASE PROGRAM YEARLY (HAPPY) GUIDELINES; 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 the proposed revisions to the Housing Assistance Purchase Program Yearly (HAPPY) Guidelines;

**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 the proposed revisions to the Housing Assistance Purchase Program Yearly (HAPPY) Guidelines. A copy of the revised HAPPY Program Guidelines 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.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19

**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



**CITY OF WESTLAKE**  
PALM BEACH COUNTY, FLORIDA

---

# **HOUSING ASSISTANCE PURCHASE PROGRAM YEARLY (HAPPY)**



## **PROGRAM OVERVIEW & GUIDELINES**

*Opening Doors to Homeownership in Westlake*

---

Updated June 2026

The City of Westlake established the Housing Assistance Purchase Program Yearly (HAPPY) to support attainable and workforce homeownership opportunities within the City. The program is intended to promote long-term economic sustainability, expand homeownership opportunities for eligible households, and assist individuals and families seeking to purchase a primary residence within the City of Westlake.

The City has partnered with the Developer, Minto PBLH, LLC ("Minto") and the Westlake Community Foundation, Inc. ("Foundation"), in an innovative program to support funding opportunities for eligible applicants through the HAPPY Program. The program provides housing assistance to income-qualified households and occupationally qualified applicants in accordance with the program guidelines established by the City.

The availability of attainable and workforce homeownership opportunities benefits the City, residents, local businesses, and the broader community by supporting long-term economic sustainability, workforce retention, and community diversity.

The City may collaborate with local, regional, state, federal, nonprofit, and private-sector partners to support housing initiatives and maximize available funding and resources for eligible applicants.

## **DEFINITIONS**

**Housing Assistance** — Any loans, grants, fee reductions, or other incentives provided by the City of Westlake to qualified eligible applicants.

**Attainable, Affordable, and Workforce Housing Program** — Housing intended to support homeownership opportunities for income-qualified and occupationally qualified households within the City of Westlake. Eligibility may include households earning up to one hundred forty percent (140%) of the applicable Area Median Income (AMI), adjusted for household size, as well as other applicants meeting program-specific occupational qualification requirements established by the City.

**Affordability Period** — Funds provided under the Housing Program shall carry a ten (10) year restriction to maintain the affordable and/or workforce housing designation. After the expiration of ten (10) years of continued occupancy by the eligible applicant or surviving spouse, the loan will be forgiven.

**Annual Reporting** — The City of Westlake shall provide an annual accounting of all funds utilized during the prior year, with detailed data on the number of eligible applicants housing assistance was provided to, for the purposes of housing assistance.

**Eligible Applicant** - A person or household applying for assistance through the HAPPY Program who qualifies under either the income-qualified or occupationally qualified category and must obtain financing through a federally or state-chartered financial institution, mortgage lender, credit union, governmental lending program, or other financing entity approved by the City Manager or authorized City Manager's designee. The City reserves the right to determine whether a financing source is acceptable based on factors including, but not limited to, licensing status, underwriting standards, program compatibility, and the ability to meet Program requirements.

**Occupationally Qualified Applicant**- An applicant in which at least one applicant or co-applicant

is employed full-time in an eligible occupation recognized under the Florida Hometown Heroes Housing Program, as may be amended from time to time by the State of Florida.

**First Time Homebuyer** — A person who has not owned or occupied a primary residence within the previous (3) years. The City may utilize applicable HUD guidance and interpretations regarding first-time homebuyer eligibility, including allowable exceptions for displaced homemakers and single parents.

**Housing Trust Fund** — A dedicated fund established by the City of Westlake for the purpose of supporting attainable, affordable, and workforce housing initiatives within the City. Funding sources may include developer contributions, foundation funding, program income, donations, grants, or other approved revenues. Funds deposited into the Housing Trust Fund shall be utilized solely for eligible housing assistance activities and related program administration in accordance with housing program guidelines and applicable City policies.

**HUD** — The United States Department of Housing and Urban Development.

**Income Limits**— Income limits are used to determine eligibility for the HAPPY Program and are based upon the combined gross annual household income and household size of the applicant and co-applicant(s). Applicable income limits may utilize Area Median Income (AMI) guidelines and are established and updated periodically by the City and/or applicable housing authority standards.

**Primary Residence**— A person's primary residence or main residence is the dwelling where the person usually lives. A person can only have one primary residence at any given time. It is considered legal residence for the purposes of a homestead exemption, income tax, and/or acquiring a mortgage. The assisted property must be occupied and maintained as the applicant's and co-applicant's primary residence throughout the duration of the assistance. Short-term rentals, vacation rentals and investment property use are prohibited.

**Veteran**- A person who served in the active military such as Army, Navy, Air Force, Marine Corp., Coast Guard, Space Force, National Guard, and Reserve of the United States of America and who was discharged or released therefrom under conditions other than dishonorable. If qualified, Veterans are entitled to participate in the Housing Assistance Program and may qualify for an additional 3% to be used towards the purchase of a home in the City of Westlake on homes that do not exceed the maximum purchase price allowed in the program. Veteran applicants may not receive duplicate benefits for multiple qualification categories under the HAPPY Program. The City shall determine the most advantageous eligible funding category for the applicant.

**Workforce Housing** — Housing which is affordable for households with incomes between 121% and 140% of the Area Median Income. Area median income eligibility for workforce housing programs will be based on a percentage of the median income as published by the U. S. Department of Housing and Urban Development, Fannie Mae, or the State of Florida, as adjusted for household size.

## **HOUSING TRUST FUND**

Sources of Funds for the Housing Trust Fund include all voluntary funds received from Minto and future developers and property owners within the City of Westlake, through the Westlake Community Foundation. The funds received shall be designated for the attainable, affordable, housing and workforce housing assistance purchase program. All proceeds from the sale of properties within the City of Westlake designated for the Housing Trust Funds shall be deposited into and only utilized for City of Westlake Housing Programs and related expenses.

- The Foundation shall collect \$1,500.00 from the sale and re-sale of all residential housing products within the City of Westlake's jurisdictional boundaries. Provisions for the collection of said funds are provided for in the Homeowner's Association documents.
- The Foundation may adjust the housing fee amount of \$1,500.00, upward or downward, depending on the housing product type being developed. Multi-family housing products may contribute less than \$1,500.00 per housing unit, and higher end housing product types may contribute more than \$1,500.00 per housing unit.
- The Foundation shall collect a percentage of sale proceeds from the sale and re-sale of all non-residential properties within the City of Westlake's jurisdictional boundaries. Provisions for the collection of said funds are provided for in the commercial property owner's association documents.
- All funds collected and deposited into the Foundation, minus five percent (5%) for administrative expenses, shall be transferred to the City of Westlake's Housing Trust Fund on a quarterly basis.
- All funds deposited into the City of Westlake's Housing Trust Fund shall be deposited in a separate and segregated account and shall be dedicated solely to the construction and purchase of single family and multi-family attainable, affordable, and/or workforce housing units within the boundaries of the City of Westlake.
- Any funds which remain uncommitted at the end of the City's fiscal year shall remain in the Housing Trust Fund and shall be used for the purposes set forth herein during the next fiscal year, including interest, other earned income, or repayments on loans.
- A maximum of seven percent (7%) of the Housing Trust Fund may be utilized for administrative expense related to the costs associated with the loan processing, loan servicing, and operating expenses directly associated with the administration of the Housing Program or other related housing assistance programs.

- Annual reporting shall be provided to the city council on all approved housing purchases funded through the Housing Trust Fund.
- All projects funded through the Housing Trust Fund must include an application process, written underwriting standards, loan and grant documents containing repayment provisions, and provision and instruments that guarantee affordability periods.
- All fund loans, grants, or other financial assistance provided through the HAPPY Program shall be reviewed by City staff and approved by the City Manager or authorized City Manager’s designee.

### **APPROVAL PROCESS**

Pre-eligibility reviews or preliminary screenings do not constitute approval or reservation of funding. Final Eligibility is subject to full review, verification of documentation, funding availability and City approval.

A complete application with all required supporting documentation must be submitted no later than forty-five (45) days prior to the scheduled closing date. Applications submitted fewer than forty-five (45) days prior to closing may still be considered at the discretion of the City; however, the City cannot guarantee review, approval or funding prior to the scheduled closing date.

Eligible applicants will be considered on a first-come first-served, first-qualified basis for assistance, subject to funding availability. Eligible applicants must meet all qualification guidelines for the appropriate qualification group.

Applicants must qualify as first time homebuyers as defined by the Program guidelines or otherwise qualify under the City’s community retention consideration provisions.

Eligible applicants must be income qualified or occupationally qualified and the property towards which the funding will be applied must serve as their primary residence.

Eligible applicants must demonstrate a minimum contribution equal to three percent (3%) of the purchase price toward the transaction. Eligible sources may include personal funds, documented gift funds, builder incentives, employer-assisted housing benefits, or other approved grant assistance programs, subject to lender guidelines and City approval.

All borrowers, co-borrowers, and individuals with an ownership interest in the property must be disclosed during the application process. The use of non-occupant co-borrowers may affect eligibility and should be reviewed on a case-by-case basis by the City.

Eligible applicant and co-applicant must be United States citizen(s). Proof of citizenship will be required.

Eligible properties shall consist of residential homes approved by the City and located within the incorporated boundaries of the City of Westlake, Florida. At the time of purchase, eligible properties are limited to new construction homes.

Applicants and co-applicants with a credit score below 620 may be subject to additional review. The City may approve exceptions based upon documented compensating factors or extenuating circumstances. Applicants with a credit score below 600 are generally considered ineligible.

### **INCOME QUALIFIED APPLICANTS**

Income eligibility shall be based upon the gross annual income of all household members eighteen (18) years of age or older who will occupy the property as a primary residence, regardless of whether such individuals are listed on the mortgage, note or title.

Income eligible applicants' and co-applicants' liquid assets shall be reviewed as part of the overall review and affordability determination process. Assets held in retirement accounts, documented funds designated for closing costs, down payment obligations, builder deposits, earnest money deposits and reasonable post-closing reserves may be excluded from consideration by the City. Applicants with substantial liquid assets that demonstrate the ability to independently complete the purchase without assistance may be determined ineligible at the discretion of the City.

The maximum home purchase price eligible for assistance under the HAPPY Program shall be established periodically by the City of Westlake and may be adjusted based upon housing market conditions, affordability objectives, available funding, program demand, and other factors deemed relevant by the City. In establishing purchase price limits, the City may consider HUD, FHFA, Palm Beach County, State of Florida, and other applicable housing and lending benchmarks for guidance

### **INCOME GUIDELINES**

To qualify under the income-qualified category, the combined gross annual household income of all applicants and co-applicants shall not exceed one hundred forty percent (140%) of the applicable Area Median Income (AMI), adjusted for household size. AMI limits are determined annually and are subject to change at the discretion of the City and/or applicable housing authority guidelines.

### **OCCUPATIONALLY QUALIFIED APPLICANTS**

For applicants applying under the occupationally qualified category, at least one applicant or co-applicant must be employed full-time in an occupation recognized under the Florida Hometown Heroes Housing Program, as may be amended at times by the State of Florida. The City may require proof of employment, certification, licensure, or other supporting documentation to verify eligibility.

For occupational qualified applicants and co-applicants, the total gross annual household income may not exceed \$300,000.

## **COMMUNITY RETENTION CONSIDERATION**

In support of the City of Westlake's long-term housing and community development goals, current residents of the City of Westlake may be considered for Program participation under the Community Retention Consideration provisions.

Eligible applicants may include current or previous HAPPY Program recipients and other current Westlake residents who have continuously occupied their primary residence within the City of Westlake for a minimum of three (3) years and are seeking to purchase another primary residence within the City of Westlake.

Applicants considered under this provision must:

- Continue to meet all current Program eligibility requirements;
- Demonstrate occupancy of their current Westlake residence as their primary residence for the required minimum period;
- Purchase a new construction primary residence located within the City of Westlake;
- Satisfy any outstanding or prior Program obligations, if applicable; and
- Comply with all underwriting, documentation, and funding requirements of the Program.

Participation under the Community Retention Consideration provisions shall be subject to City review and approval, funding availability, and the overall goals, objectives, and intended community impact of the Program. Eligibility or prior participation in the Program does not guarantee future funding or approval.

**HOUSING ASSISTANCE LOAN REPAYMENT**

Assistance shall be provided in the form of a zero percent (0%) interest deferred forgivable second mortgage subordinate to the primary mortgage financing. The affordability period shall be ten (10) years from the date of closing.

Third position liens may be permitted, as determined by the City, when necessary to facilitate additional housing assistance, affordability programs, or layered financing opportunities that support overall housing affordability and program objectives.

<b>DISPOSITION WITHIN MONTHS OF CLOSING</b>	<b>PERCENTAGE OF LOAN SUBJECT TO REPAYMENT</b>	<b>PERCENTAGE OF LOAN FORGIVEN</b>
<b>1-12</b>	<b>95%</b>	<b>5%</b>
<b>13 — 24</b>	<b>90%</b>	<b>15%</b>
<b>25 -36</b>	<b>80%</b>	<b>20%</b>
<b>37 —48</b>	<b>70%</b>	<b>30%</b>
<b>49 — 60</b>	<b>60%</b>	<b>40%</b>
<b>61— 72</b>	<b>50%</b>	<b>50%</b>
<b>73 — 84</b>	<b>40%</b>	<b>60%</b>
<b>85 — 96</b>	<b>30%</b>	<b>70%</b>
<b>97 —108</b>	<b>20%</b>	<b>80%</b>
<b>109 —121</b>	<b>10%</b>	<b>90%</b>
<b>122 or more</b>	<b>0%</b>	<b>100%</b>

Loan forgiveness shall occur annually in accordance with the program’s forgiveness schedule, provided the assisted property remains the primary residence of the eligible applicant or surviving spouse and all program requirements continue to be satisfied. Upon completion of the ten (10) year affordability period, the remaining unforgiven balance shall be fully forgiven.

## **AWARD DETERMINATION AND FUNDING CONDITIONS**

Purchase assistance may be provided to eligible applicants and co-applicants purchasing newly constructed residential homes located within the City of Westlake, Florida. Assistance may be used for eligible housing-related expenses including down payment, closing costs, interest rate buydowns, and gap financing, subject to program requirements and lender approval. No cash-out funds shall be provided to applicants.

Assistance amounts shall be determined through the City's affordability review and underwriting process, which may consider factors including, but not limited to:

- Household income
- Household size
- Cash-to-close needs
- Available liquid assets and reserves
- Debt-to-income ratios
- Demonstrated affordability gap
- Funding availability
- Overall program objectives established by the City

Award determinations shall be made using a standardized review process intended to promote consistency, fairness, and responsible stewardship of program funds. Assistance amounts are not guaranteed and shall be subject to underwriting review, applicant eligibility verification, and funding availability.

The City of Westlake, Florida reserves the right to establish and periodically adjust maximum assistance amounts, award methodologies, and underwriting criteria in accordance with program needs and available funding.

All program awards and funding commitments are conditional and subject to rescission, modification, or termination by the City if an applicant is determined to be ineligible, provides incomplete, inaccurate, or misleading information, fails to comply with Program requirements, or if funding is no longer available prior to closing.

The City may execute subordination agreements in connection with approved refinancing transactions to maintain the intended lien priority and facilitate eligible refinancing activities consistent with Program requirements.

**PUBLIC RECORDS NOTICE**

Financial information submitted by applicants is subject to Federal and State public records law.

**FAIR HOUSING DISCLAIMER**

Title VIII of the Civil Rights Act of 1968, as amended in 1988, the Fair Housing Act makes it unlawful to engage in discriminatory practices based on race, color, national origin, religion, sex, familial status or handicap (disability) in the sale, rental, and financing of dwellings and housing related transactions.

**File Attachments for Item:**

C. Discussion and Direction regarding administrative office space options

**Submitted By:** City Manager



# Meeting Agenda Item Coversheet

<b>MEETING DATE:</b>		June 2 <sup>nd</sup> , 2026	<b>Submitted By:</b> City Manager	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		Discussion and Direction regarding administrative office space options		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		Discuss the various administrative office space suggestions and provide direction to staff.		
<b>SUMMARY and/or JUSTIFICATION:</b>	<p>The mayor has requested that the City Council discuss various temporary City Hall and administrative office space options on June 2, 2026, Regular City Council Meeting. At this time, several preliminary suggestions have been presented by the Vice Mayor and members of the City Council for consideration.</p> <p>One suggestion involves leasing approximately 7,500 square feet within an existing warehouse/packing facility located at 4003 Seminole Pratt Whitney Road. Preliminary lease terms discussed include an estimated base rental rate of approximately \$16.00 per square foot annually plus approximately \$3.50 per square foot in common area maintenance (CAM) charges.</p> <p>Another suggestion involves utilizing the soon-to-be City-owned civic property located along Persimmon Boulevard as a future long-term civic campus and installing temporary modular facilities until a permanent City Hall and multipurpose center can be developed. Preliminary estimates for modular facilities range from approximately \$6,500 to \$15,000 per month, with significant upfront site development and installation costs estimated between approximately \$180,000 and \$450,000 or more depending on configuration and infrastructure needs.</p> <p>An additional suggestion involves leasing space within the James Business Park facility located at 17035 Persimmon Boulevard West. Preliminary discussions with the leasing representative indicate the city could lease up to approximately 10,800 square feet at an estimated rental rate of approximately \$18.95 per square foot annually, plus approximately \$5.50 per square foot in non-negotiable CAM charges.</p> <p>Staff have not had the opportunity to fully evaluate these concepts, discuss additional alternatives with the Mayor and City Council, or perform a complete operational, fiscal, legal, procurement, and site suitability analysis. Staff is seeking direction from the City Council regarding which options should be further evaluated and analyzed.</p>			
	<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>	
	<b>EXHIBIT(S):</b>		<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>				
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>		<b>ORDINANCE:</b>	

<p><b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b>  <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i>  <b><u>Please keep text indented.</u></b></p>		
<p><b>FISCAL IMPACT</b> <i>(if any):</i></p>	<p>One hundred seventy six thousand dollars</p>	<p>\$176,000.00</p>

**File Attachments for Item:**

D. Discussion and Action for Sponsorship Request for the Glades Region Elementary Leadership Appreciation Luncheon

**Submitted By:** City Clerk's Office on behalf of Councilwoman Leonard



# Meeting Agenda Item Coversheet

<b>MEETING DATE:</b>		June 2, 2026	<b>Submitted By:</b> City Clerk's Office on behalf of Councilwoman Leonard	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		Discussion and Action for Sponsorship Request for the Glades Region Elementary Leadership Appreciation Luncheon		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)				
<b>SUMMARY and/or JUSTIFICATION:</b>	<p>The Glades Region Elementary Schools have achieved significant academic growth and historic school improvement outcomes over the past eight years. In 2025, the region earned 2 "A" rated schools, 1 "B" rated school, 2 schools within 2% of a "B," and 2 "C" rated schools — a major shift from previously being identified among mostly C, D, and F-rated schools.</p> <p>To recognize the dedication and leadership of the educators driving this success, the Glades Region Instructional Superintendent is hosting a Leadership Appreciation Luncheon honoring 21 educational leaders, including principals, assistant principals, and regional specialists.</p> <p>Because regional budget priorities have focused on retaining classroom teachers and supporting student needs, outside sponsorship support is being requested to assist with luncheon meal costs and staff appreciation efforts.</p> <p><b>Event Details:</b></p> <ul style="list-style-type: none"> <li>• Event: Glades Region Elementary Leadership Appreciation Luncheon</li> <li>• Date: Tuesday, June 2, 2026</li> <li>• Time: 12:30 PM – 2:00 PM</li> <li>• Location: Duffy's Sports Grill, Royal Palm Beach</li> </ul>			
	<b>SELECT, if applicable</b>		<b>AGREEMENT:</b>	<b>BUDGET:</b>
		<b>STAFF REPORT:</b>	<b>PROCLAMATION:</b>	
		<b>EXHIBIT(S):</b>	<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>				
<b>SELECT, if applicable</b>		<b>RESOLUTION:</b>	<b>ORDINANCE:</b>	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(if Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <b><u>Please keep text indented.</u></b>				
<b>FISCAL IMPACT (if any):</b>			\$	103



THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY

GLADES REGION ADMINISTRATION  
2025 HWY 6TH STREET  
BELLE GLADE, FL 33430

PHONE: 561-938-4900  
FAX: 561-996-4912

JAMIE WYATT  
DEPUTY SUPERINTENDENT  
CHIEF OF SCHOOLS

ANGELA AVERY MOORE  
GLADES REGIONAL SUPERINTENDENT

DR. MONEEK MCTIER  
INSTRUCTIONAL SUPERINTENDENT

May 26, 2026

Councilwoman Charlotte Leonard, Seat 3  
City of Westlake  
4001 Seminole Pratt Whitney Road  
Westlake, FL 33470

Dear Councilwoman Leonard,

As the 2026 school year draws to a close, I am incredibly proud to celebrate the profound dedication and academic success of our seven elementary schools in the Glades Region. Over the past eight years, our deliberate focus on academic growth has dramatically shifted the trajectory of our performance, yielding historic progress for our schools and community.

To put this achievement into perspective, our region has successfully transitioned from being comprised of mostly **C, D, and F-rated schools** on the State Improvement List to earning an enhanced shift in school grades in 2025:

- **2 "A" Rated Schools**
- **1 "B" Rated School**
- **2 Schools just 2% away from a "B"**
- **2 "C" Rated Schools**

This is a monumental data shift for our community, and I am deeply proud of the collective resilience of our teachers, leaders, and families.

Our success is rooted in strategic investments: specifically, enhancing teacher development, building leadership capacity, and comprehensively supporting our students' academic and emotional needs. Research from **The Wallace Foundation** affirms that principals and teachers are the number one and two most impactful factors in school improvement. Throughout this year, I have watched our school leaders joyfully uplift and value their teachers for the vital impact they make every day.

As the Instructional Superintendent, I want to formally celebrate and acknowledge these 7-leadership team's relentless commitment. However, because we have prioritized tight budget allocations toward retaining our highly committed classroom teachers, our regional budget contains no funding sources designated for staff appreciation and leadership engagements.



THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY

GLADES REGION ADMINISTRATION  
2825 NW 15<sup>TH</sup> STREET  
BELLE GLADE, FL 33430

PHONE: 561-980-4800  
FAX: 561-590-4812

JAMIE WYATT  
DEPUTY SUPERINTENDENT  
CHIEF OF SCHOOLS

ANGELA AVERY MOORE  
GLADES REGIONAL SUPERINTENDENT

DR. MONEEK MCTIER  
INSTRUCTIONAL SUPERINTENDENT

School administrators shoulder an immense responsibility. They are not merely academic managers; they serve as CEOs, community organizers, counselors, and visionaries who shape the heartbeat of our neighborhoods.

To honor these leadership teams hard work, I am hosting an intimate appreciation luncheon for the core team of **21 educators** driving this success:

- **7 Principals**
- **7 Assistant Principals**
- **7 Regional Specialists**

To make this celebration possible, I am seeking financial sponsorship from your office to help cover the meal costs for these dedicated professionals.

- **Event:** Glades Region Elementary Leadership Appreciation Luncheon
- **Date & Time:** Tuesday, June 2, 2026 (12:30 PM – 2:00 PM)
- **Location:** Duffy's Sports Grill, Royal Palm Beach

Thank you in advance for your time, your ongoing advocacy for local education, and your consideration of this request to honor our region's leaders. If you have any questions or require additional details, please feel free to reach me directly at **561-236-1727** or via email at [Moneek.mctier@palmbeachschools.org](mailto:Moneek.mctier@palmbeachschools.org).

Warm regards,

Moneek S. McTier, Ed.D.  
Glades Region, Instructional Superintendent