

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>

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

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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

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<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.

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<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.

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<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.