AGENDA

Life's Just Better Here

WELCOME TO YOUR CITY COMMISSION MEETING
YOUR INPUT IS ENCOURAGED DURING "COMMENTS FROM THE PUBLIC" AND DURING ANY SCHEDULED PUBLIC HEARING

REGULAR CITY COMMISSION MEETING
Tuesday, May 26, 2026
7:00 PM – COMMISSION CHAMBERS

1. CALL TO ORDER

a. Pledge of Allegiance

2. ROLL CALL

3. ADDITIONS/CHANGES/DELETIONS

At this time, any member of the City Commission or the City Manager may request to add, change, or delete items from the agenda.

4. PROCLAMATIONS

a. Mental Health Awareness Month

5. PRESENTATION

a. City Parks' LITTLE LIBRARIES - appreciation to Friends of Wilton Manors Parks and contributing artists

6. COMMENTS FROM THE PUBLIC

Any member of the Public may speak on any issue for three (3) minutes.

7. CONSENT AGENDA

Items listed under Consent Agenda are viewed to be routine, and the recommendation will be enacted by ONE MOTION in the form listed below. If discussion is desired, then the item(s) will be removed from the Consent Agenda and will be considered separately.

a. Consent Resolutions

1. **Resolution No. 2026-029** *(Emergency Management/Utilities)*
   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY

OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE THE CONSTRUCTION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") RELATED TO THE INSTALLATION OF IN-ROADWAY LIGHTING AT THE EXISTING PEDESTRIAN CROSSWALK LOCATED ON POWERLINE ROAD/NW 9TH AVENUE BETWEEN NW 24TH STREET AND NW 26TH STREET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

2. **Resolution 2026-030:** *(City Manager)*
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE THE ASSIGNMENT AGREEMENT WITH BROWARD COUNTY TO ASSIGN THE AGREEMENT WITH KIMLEY HORN AND ASSOCIATES, INC. FOR DESIGN AND POST-DESIGN SERVICES OF NE 26TH STREET EAST OF OLD DIXIE HIGHWAY COMPLETE STREETS IMPROVEMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

3. **Resolution No. 2026-031:** *(Finance/Human Resources)*
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH CIRCUIT TRANSIT INC. FOR WILTON MANORS SHUTTLE SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

4. **Resolution No. 2026-032**: *(Leisure Services/Finance)*
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE AN AGREEMENT WITH CAVAN ELECTRIC, INC. FOR THE HAGEN PARK GENERATOR, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

5. **Resolution No. 2026-033:** *(Community Development Services/Finance)*
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE AN AGREEMENT WITH CAVAN ELECTRIC, INC. FOR THE FIRE STATION GENERATOR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

b. Motion to approve the purchase of two (2) unmarked police vehicles for the Police Department.

8. PUBLIC HEARINGS

a. **Ordinance No. 2026-009:** *(Community Development Services) (Second Reading)*
AN ORDINANCE OF THE CITY OF WILTON MANORS, FLORIDA,

SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF WILTON MANORS AMENDING ARTICLE IIIA "LEGISLATIVE" BY CREATING SECTION 3-1 "NEPOTISM PROHIBITION"; PROHIBITING THE MAYOR AND COMMISSIONERS FROM QUALIFYING FOR OFFICE IF THEY ARE MARRIED, ENGAGED, RESIDE OR INTEND TO FORM A HOUSEHOLD WITH ANOTHER COMMISSIONER; PROVIDING FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE CODE OF ORDINANCES AND THE CHARTER OF THE CITY OF WILTON MANORS, FLORIDA, AS WELL AS THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF WILTON MANORS, FLORIDA, AT THE NEXT GENERAL ELECTION OF NOVEMBER 3, 2026, AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE PLACE AND TIMES WHERE SAID ELECTION IS TO BE HELD; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

b. **Ordinance No. 2026-010:** *(Community Development Services) (Second Reading)*
AN ORDINANCE OF THE CITY OF WILTON MANORS, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF WILTON MANORS AMENDING ARTICLE IIIA "LEGISLATIVE" BY SPECIFICALLY AMENDING SECTION 5 "VACANCIES; FORFEITURE OF OFFICE; FILLING OF VACANCIES"; PROVIDING FOR THE CITY MANAGER TO FILL THREE VACANCIES IF ALL COMMISSIONERS, INCLUDING THE MAYOR, ARE REMOVED BY DEATH, DISABILITY, RESIGNATION, FORFEITURE OF OFFICE, OR ANY OTHER REASON; PROVIDING FOR THE NEWLY APPOINTED INTERIM COMMISSION TO CALL FOR A SPECIAL ELECTION IF THERE IS MORE THAN 180 CALENDAR DAYS REMAINING IN ANY UNEXPIRED TERMS; PROVIDING FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE CODE OF ORDINANCES AND THE CHARTER OF THE CITY OF WILTON MANORS, FLORIDA, AS WELL AS THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF WILTON MANORS, FLORIDA, AT THE NEXT GENERAL ELECTION OF NOVEMBER 3, 2026, AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE PLACE AND TIMES WHERE SAID ELECTION IS TO BE HELD; PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

c. **Ordinance No. 2026-011:** *(Community Development Services) (First Reading)*
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AMENDING THE CITY OF WILTON MANORS COMPREHENSIVE PLAN, ADOPTING THE EVALUATION AND APPRAISAL REVIEW ("EAR") BASED AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN, ADDING A PROPERTY RIGHTS ELEMENT, AND UPDATING THE 20

YEAR WATER SUPPLY FACILITIES PLAN, A COPY OF WHICH IS ATTACHED AS EXHIBIT "A"; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9. ORDINANCES - FIRST READING

a. **Ordinance No. 2026-012:** *(Community Development Services) (First Reading)* AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT REGULATIONS ("ULDR") BY AMENDING SECTION 045-060 "POOLS, DECKS AND SCREEN ENCLOSURES"; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

10. UNFINISHED BUSINESS

a. Public Parking Area at Utilities Municipal Service Complex (Requested by Commissioner Paul Rolli)

b. Discussion of proposed amendments to Article 30 of the Unified Land Development Regulations

11. REPORTS FROM BOARDS AND ADMINISTRATIVE OFFICIALS

a. City Manager's Report

b. City Attorney's Report

12. NEW BUSINESS

13. REQUEST FOR PLACEMENT OF ITEMS ON NEXT MEETING AGENDA

14. ADJOURNMENT

Pursuant to FS. 286.0105, if a person decides to appeal any decision made by the Board, Agency or Commission with respect to any matter considered at such meeting, or hearing, he/she will need a record of the proceedings and that for such purposes he/she 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 based. Any person requiring Auxiliary Aids and Services for the Meeting may call the ADA Coordinator at (954) 390-2120 at least two working days prior to the meeting. If you are Hearing or Speech impaired, please contact the Florida Relay Services by using the following phone numbers: 1¬800¬955-8770 (Voice) 1-800-955-8771 (tdd)

Whereas, NAMI Broward's Mission is to enhance awareness and provide programs in Broward County that support a world-class system for the treatment and recovery of individuals facing mental health challenges. NAMI Broward delivers support, education, and advocacy to nurture better understanding, coping strategies, and positive outcomes for people and their families navigating the complexities of mental health; and

Whereas, mental health conditions are treatable health concerns that are widespread and manageable; and

Whereas, comprehensive healthcare encompasses mental health care, which must be accessible to all individuals irrespective of race, gender, age, sexual orientation, socioeconomic status, values, and cultural beliefs. It is vital that these factors are integrated into treatment, allowing the community to become a bastion of support; and

Whereas, the breadth of the mental health crisis affecting both children and adults is profound. One in five adults will encounter a mental health challenge in any given year. Half of all mental health conditions begin by age 14, and 75% by 24 years old. Prompt intervention leads to more favorable outcomes; and

Whereas, half of the children and adults living with mental health challenges never receive transformative treatment due to barriers to care and stigma. The resilience and recovery journey of individuals diagnosed with a mental health condition should be celebrated rather than stigmatized; and

Whereas, mental health challenges are not criminal issues. Nonetheless, individuals with mental health diagnoses are disproportionately represented in jails and prisons. NAMI commends the implementation of Crisis Intervention Training for law enforcement officers, Diversion Programs, and Mobile Crisis Response Teams that effectively reduce involvement in the justice system and enhance safety; and

Whereas, individuals experiencing mental health challenges are capable of leading meaningful lives and contributing significantly to society. Communities aid those with mental health challenges by ensuring access to quality care and appropriate supports; and

Whereas, NAMI Broward County designates the month of MAY as MENTAL HEALTH AWARENESS MONTH to promote mental health awareness, to inspire those living with mental health challenges to seek SUPPORT, and to be uplifted by our message: "YOU ARE NOT ALONE"; and

NOW, THEREFORE, BE IT RESOLVED that the City of Wilton Manors, Florida in Broward County, hereby proclaims May 2026 as

MENTAL HEALTH AWARENESS MONTH

In the City of Wilton Manors. We encourage all residents to get involved by being an active listener, validating feelings, and supporting family and friends in these struggles.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Wilton Manors, Florida to be affixed on this 26th day of May 2026.

_____

SCOTT NEWTON, MAYOR
The City of Wilton Manors


Mickel Park
Dooney Potter
Colohatchee Park
Dennis Rhoden
Friends of
Wilton Manors Parks
WILTON MANORS
Rachel Richardson Park
Joel Chalen
STAR LIGHT STAR BRIGHT, FIRST STAR
I SEE TONIGHT, I WISH I MAY, I WISH
I MIGHT HAVE THIS WISH TONIGHT
Don Eisele Park
Darius Antalan

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, May 26, 2026

From: Alan Dodd, Emergency Management/Utilities Director
Prepared by: Alan Dodd

(a) Subject: **Resolution No. 2026-029** *(Emergency Management/Utilities)*
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE THE CONSTRUCTION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") RELATED TO THE INSTALLATION OF IN-ROADWAY LIGHTING AT THE EXISTING PEDESTRIAN CROSSWALK LOCATED ON POWERLINE ROAD/NW 9TH AVENUE BETWEEN NW 24TH STREET AND NW 26TH STREET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

(b) City Manager Recommendation: Recommend Approval

(c) Report In Brief: Approval of Resolution No. 2026-029 will authorize the City to enter into a construction agreement with the Florida Department of Transportation to allow installation of above-ground lighting at a crosswalk on Powerline Rd.

(d) Discussion: Resolution 2024-040 authorized the City to submit a grant application for the 50th Year Community Development Grant (CDBG) Program. The City of Wilton Manors was awarded $77,996 for the installation of above-ground lighting along the existing crosswalk on Powerline Road north of NW 24 Street. To construct the project, the City must complete a Construction Agreement with the Florida Department of Transportation (FDOT) to authorize installation of the CDBG-funded crosswalk lighting improvements within FDOT right-of-way. The agreement allows the City to construct the project in accordance with FDOT standards and subject to FDOT review and approval of all plans, while assigning the City full responsibility for permitting, utility coordination, construction engineering inspection, traffic control, safety compliance, and adherence to all applicable regulations. The City must complete construction within 365 days, and submit as-built plans and certification upon completion, after which the improvements will be owned and maintained by FDOT. FDOT retains oversight authority, including the right to halt work for safety or non-compliance and to enforce corrective actions if necessary.

(e) Strategic Plan Consistency: **Goal C.** Enhance Quality of Life and Livability**. Key Objective.** Support Proactive Public Safety.

(f) Concurrences: None

(g) Fiscal Impact: There is no cost associated with entering into this Construction Agreement however the City is responsible for costs associated with construction, permitting, design compliance, inspection (CEI), and Maintenance of Traffic for the CDBG project.

(h) Alternatives: None

(i) Attachments:
1. 2026-029 RESO Approving Construction Agreement with FDOT for 50th CDBG Project
2. Construction Agreement Form (Powerline Road IRWL)
3. ExhibitA- Powerline Road Crosswalk Lighting

RESOLUTION NO. 2026-029

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE THE CONSTRUCTION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") RELATED TO THE INSTALLATION OF IN-ROADWAY LIGHTING AT THE EXISTING PEDESTRIAN CROSSWALK LOCATED ON POWERLINE ROAD/NW 9TH AVENUE BETWEEN NW 24TH STREET AND NW 26TH STREET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Wilton Manors, Florida, deems it to be in the best interests of the public to execute the Construction Agreement with the Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THAT:

Section 1. The "WHEREAS" clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Wilton Manors hereby approves the terms and conditions of Construction Agreement with the Florida Department of Transportation; said Agreement having been submitted for consideration to the City Commission in written form. The City Manager and City Attorney may make minor revisions to the Agreement.

Section 3. The proper City Officials of the City of Wilton Manors are hereby authorized and directed to execute said Agreement.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS _____ DAY OF MAY, 2026.

CITY OF WILTON MANORS, FLORIDA

By:_____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH
GARCIA-BECKFORD, MMC
CITY CLERK

RECORD OF COMMISSION VOTE

MAYOR NEWTON	_____
VICE MAYOR CAPUTO	_____
COMMISSIONER BRACCHI	_____
COMMISSIONER D'ARMINIO	_____
COMMISSIONER ROLLI	_____

I HEREBY CERTIFY that I have approved the form of this Resolution.

/s/ *Kerry L. Ezrol*
KERRY L. EZROL
CITY ATTORNEY

Construction Agreement No.: 2026-C-491-00003

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Transportation, 3400 W Commerical Blvd, Fort Lauderdale, FL 33309 (hereinafter referred to as the "DEPARTMENT") and City of Wilton Manors 2020 Wilton Drive, Wilton Manors, FL 33305 (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044, Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 20.23(6), Florida Statutes, the DEPARTMENT is authorized to contract with local governmental entities and with the private sector under specific circumstances; and

WHEREAS, Section 339.282, Florida Statutes, provides incentives to private sector entities that finance, construct, and improve public transportation facilities; and

WHEREAS, pursuant to Section 334.175(2), Florida Statutes, the DEPARTMENT is required to review the Project's design plans for compliance with Department design standards; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR _____ Section _____ Subsection _____ from Begin MP _____ to End MP _____ Local Name Powerline Rd located in Broward County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the DEPARTMENT upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of _____. **See attached Exhibit A Scope of Services/Special Provisions.**
2. The Project shall be designed and constructed in accordance with the latest edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction ("FDOT Standard Specifications"), FDOT Standard Plans and FHWA Manual on Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the FDOT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the FDOT Design Manual, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the "Florida Greenbook") and the FDOT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and written approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive written approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the Project at all times and coordinate any work needs of the DEPARTMENT during construction of the Project.
3. In its sole discretion, the DEPARTMENT may reject designs which do not meet DEPARTMENT standards. The DEPARTMENT may also, in its sole discretion, allocate DEPARTMENT-managed resources, including structures engineers and/or project managers, to projects involving complex design structures and other design structures not commonly used by the DEPARTMENT. In addition, all complex bridges and bridge types not commonly used by the DEPARTMENT constructed via this Agreement will be monitored and inspected by DEPARTMENT personnel.
4. The Construction Coordinator shall provide the DEPARTMENT a minimum of 2 business days' notice before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.
5. Pursuant to Section 7-13 of the FDOT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than N/A and 00/100 Dollars ($ 0.00) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than N/A and 00/100 Dollars ($ 0.00) for property damage, or a combined coverage of not less than N/A and 00/100 Dollars ($ 0.00). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide

the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity, they will be exempt from these requirements.

6. The Construction Coordinator shall be responsible for monitoring construction operations and Temporary Traffic Control (TTC) throughout the course of the Project in accordance with the latest edition of the FDOT Standard Specifications, Section 102, Maintenance of Traffic, and FDOT Standard Plans, 102-600 series. The Construction Coordinator is responsible for the development of a TTC Plan and making any changes to that plan as necessary. Any TTC plan developed by the Construction Coordinator that deviates from the FDOT Standard Plans must be signed and sealed by a professional engineer. TTC plans will require written approval by the DEPARTMENT prior to implementation.
7. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations are accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
8. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
9. The Construction Coordinator shall take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the DEPARTMENT'S first priority. If lane or road closures are required to ensure the life, health, and safety of the travelling public, the Construction Coordinator must notify the District Maintenance Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The DEPARTMENT expects professional engineering judgement be applied in all aspects of locally or privately delivered projects. Defect management and supervision of Project bridge structures components must be proactively managed, monitored, and inspected by DEPARTMENT prequalified structures engineer(s). The District Maintenance Engineer must be notified immediately of defect monitoring that occurs in the Project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Construction Coordinator shall also ensure compliance with the DEPARTMENT Construction Project Administration Manual, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.
10. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest, or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy, or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.
11. The Construction Coordinator shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
12. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard, and local governmental entities.
13. The Construction Coordinator is responsible for the provision of Construction Engineering Inspection (CEI) services. The DEPARTMENT reserves the right to require the Construction Coordinator to hire a DEPARTMENT pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by DEPARTMENT. The DEPARTMENT shall have the right to approve the CEI firm. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the written approval of the DEPARTMENT, a local government agency may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing local government staff that meet the requirements of this paragraph, or a combination thereof.
14. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.
15. All work and construction shall be completed within 365 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this

Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days' prior written notice of termination to the Construction Coordinator.

16. The Construction Coordinator shall be responsible for maintaining and restoring all features that might require relocation within the DEPARTMENT right of way.
17. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
18. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance with the Plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
19. If the DEPARTMENT determines that the Project is not completed in accordance with the Provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) file a claim against the payment and performance bond with the Surety for correction of the deficiency(ies) and completion of the contract; or 3) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice. If no payment is received within thirty (30) days from date of invoice submittal, the DEPARTMENT will file a claim against the bond for all expenses incurred, including services incidental to collecting losses.
20. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.
21. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below. Electronic means of communication shall be sufficient if emailed to the parties at the contact information listed below.
22. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.
23. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
24. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.
25. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for herein.
26. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.
27. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.
28. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquishment in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.
29. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
30. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principal purposes of this Agreement remain enforceable.
31. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Modifications to the Agreement shall be included in Appendix B.

32. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.
33. The Construction Coordinator shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
34. The Construction Coordinator shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
35. The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:
    A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the Construction Coordinator.
    B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
    D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The Construction Coordinator shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the DEPARTMENT a copy of the Construction Coordinator's response to each such request.

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

Central Office
850-414-5355
COprcustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, FL 32399-0458

CONSTRUCTION COORDINATOR CONTACT INFORMATION:
Name Alan Dodd Title EM/Utility Director
Office No. 954-390-2190 Cell _____ Email adodd@wiltonmanors.com
Address _____

DEPARTMENT CONTACT INFORMATION:

Name Valerie Garland Title Permit Manager
Office No. 954-940-7604 Cell _____ Email Valerie.Garland@dot.state.fl.us
Address 5548 NW 9th Ave, Fort Lauderdale, FL 33309

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

By: _____ (Signature)

Scott Newton (Print Name)

Mayor (Title)

_____ (Date)

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)

Antonio Castro, P.E. (Print Name)

District Maintenance Engineer (Title)

_____ (Date)

Legal Review:

_____

EXHIBIT A

I. SCOPE OF SERVICES

The installation of in-roadway lighting at the existing pedestrian crosswalk located on Powerline Road/NW 9th Avenue between NW 24th Street and NW 26th Street.

II. PROJECT PLANS

The Construction Coordinator is authorized to install the Project in accordance with the attached plans prepared by Kimley-Horn & Associates and dated 03/13/2026. Any revisions must be approved by the DEPARTMENT in writing.

III. SPECIAL PROVISIONS FOR CONSTRUCTION – FDOT TO ADD THIS INFORMATION

Prior to any work requiring lane closures, mobile operations or traffic pacing operations, the Construction Coordinator shall submit a request to the Department that includes the time, location, and description of work being performed. The lane closure request shall be submitted to the Department a minimum of 2 weeks prior to the proposed closure date and must be approved by the Department before work requiring the closure may begin within the FDOT Right of Way. You must also comply with the lane closure analysis as outlined in the FDOT Design Manual 241.1 & FDM 240.4.2.7. The request shall be entered into the Lane Closure Information System (LCIS) by the Construction Coordinator at the following URL address: https://lcisv2.com/home. Each request will be reviewed by the appropriate Department personnel for compliance with contract or permit requirements and coordination with adjacent projects or work activities.

Preconstruction and Permit Close-Out Inspections Contact Information: This permit is valid only for work proposed within the D.O.T. right-of-way. Contact *Broward Operations Permit Office* - Email: Reveleno.Bamberry@dot.state.fl.us at 954-776-4300 to schedule a pre-construction meeting 48 hours prior commencement of construction. Certification of acceptance and final approval is contingent upon conformity of all work done according to this approved permit and shall be followed up at the end of construction with a final Inspection of the work in FDOT Right-of-way.

The D.O.T. right-of-way cannot be utilized for staging, storage or mobilization of equipment, supplies and/or vehicles used to perform work for on-site (non-FDOT right-of-way) construction.

A copy of this permit and plan will be on the job site at all times during the construction of this facility.

Construction Coordinator is cautioned that utilities may be located within the construction area.

Validity of this permit is contingent upon Construction Coordinator obtaining necessary permits from all other agencies involved.

All maintenance of traffic (MOT) will be in accordance with the Department's current edition of the Design Standards, (102-600 series). The Operations Engineer or his designee reserves the right to direct the removal/relocation/modification of any traffic device(s) at the Construction Coordinator's sole expense.

Contain all erosion and sedimentation on-site and prevent its entry into the state road storm sewer system. The Construction Coordinator shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Construction Coordinator shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction or operation of the surface water management system.

All materials and construction within the FDOT right-of-way shall conform to the latest FDOT Design Standards and latest Standard Specifications for Road and Bridge construction.

EXHIBIT A

CONSTRUCTION COORDINATOR PLEASE NOTE:

Storm Water Pollution Prevention Plan - The Construction Coordinator shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Construction Coordinator shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction or operation of the surface water management system.

Restricted hours of operation will be from 9:00am to 3:30 pm, (Monday-Friday), unless otherwise approved by the Operations Engineer, or designee.

The Operations Engineer or his designee reserves the right to direct the removal / relocation / modification of any traffic device(s) at the Construction Coordinator's sole expense. Traffic Control Plans (TCP) must be submitted and reviewed during the pre-construction meeting

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, May 26, 2026

From: Azita Behmardi, Assistant City Manager
Prepared by: Azita Behmardi

(a) Subject: **Resolution 2026-030:** *(City Manager)*
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE THE ASSIGNMENT AGREEMENT WITH BROWARD COUNTY TO ASSIGN THE AGREEMENT WITH KIMLEY HORN AND ASSOCIATES, INC. FOR DESIGN AND POST-DESIGN SERVICES OF NE 26TH STREET EAST OF OLD DIXIE HIGHWAY COMPLETE STREETS IMPROVEMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

(b) City Manager Recommendation: Recommend Approval

(c) Report In Brief: Approval of this Resolution authorizes an Assignment Agreement with Broward County to assign the agreement with Kimley Horn for design and post-design services of the NE 26 Street Improvement Project to Broward County.

(d) Discussion:

On March 22, 2022, the City entered into an agreement with Kimley Horn and Associates, Inc. (KH) to provide design and post design consultant services for the NE 26th Street roadway improvement project east of Dixie Highway. This section of 26th Street is a Broward County roadway. After completing the design phase of the Project, the City staff requested and Couty and KH agreed for the County to take on the management and completion of the Project with the Consultant and the construction vendor.

The Agreement between the City and KH is freely assignable and once assigned, it will allow the County to oversee and manage KH's post-design services in connection with the Project.

(e) Strategic Plan Consistency:

(f) Concurrences:

(g) Fiscal Impact:

This is a Surtax funded project that has a cap on total construction cost, requiring the City to fund any overruns. The City received advance design Surtax funds, including $62,188.62 for the post design services that had not been expended. The Agreement required the City to turn these funds back over to the County.

As a result of the project assignment to the County, the City will no longer be liable for any construction overrun on this project.

(h) Alternatives:

(i) Attachments:

1. 2026-030 RESO Approving Assignment Agreement with BC for Kimley Horn
2. Wilton Manors_Broward Co Assignment _KH signed 02 26 26
3. Feb 3 BC Legislation Details (With Text)

RESOLUTION NO. 2026-030

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE THE ASSIGNMENT AGREEMENT WITH BROWARD COUNTY TO ASSIGN THE AGREEMENT WITH KIMLEY HORN AND ASSOCIATES, INC. FOR DESIGN AND POST-DESIGN SERVICES OF NE 26TH STREET EAST OF OLD DIXIE HIGHWAY COMPLETE STREETS IMPROVEMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Wilton Manors, Florida, deems it to be in the best interests of the public to execute the Assignment Agreement with Broward County to assign the Agreement with Kimley Horn and Associates, Inc. to Broward County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THAT:

Section 1. The "WHEREAS" clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Wilton Manors hereby approves the terms and conditions of Assignment Agreement with Broward County; said Assignment having been submitted for consideration to the City Commission in written form.

Section 3. The proper City Officials of the City of Wilton Manors are hereby authorized and directed to execute said Agreement.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS _____ DAY OF MAY, 2026.

CITY OF WILTON MANORS, FLORIDA

By:_____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH
GARCIA-BECKFORD, MMC
CITY CLERK

RECORD OF COMMISSION VOTE

MAYOR NEWTON	_____
VICE MAYOR CAPUTO	_____
COMMISSIONER BRACCHI	_____
COMMISSIONER D'ARMINIO	_____
COMMISSIONER ROLLI	_____

I HEREBY CERTIFY that I have approved the form of this Resolution.

/s/ *Kerry L. Ezrol*
KERRY L. EZROL
CITY ATTORNEY

ASSIGNMENT BETWEEN THE CITY OF WILTON MANORS AND BROWARD COUNTY FOR DESIGN AND POST-DESIGN SERVICES OF NE 26TH STREET EAST OF OLD DIXIE HIGHWAY COMPLETE STREETS IMPROVEMENTS

This Assignment ("Assignment") is between the City of Wilton Manors ("Assignor") and Broward County, a political subdivision of the State of Florida ("County") (collectively the "Parties").

RECITALS

A. Kimley Horn and Associates, Inc., a North Carolina corporation ("Consultant") and Assignor entered into Agreement No. 2121-16, dated March 22, 2022 (the "Agreement"), to provide consultant services, including design and post-design services, for the NE 26th Street roadway improvement within the City of Wilton Manors, to later be constructed ("Project"). The Agreement is attached as Exhibit A.

B. The Project (including the Agreement and a corresponding construction contract) was a municipal project to be completed by Assignor with funding provided by County from transportation surtax funds under Section 212.055(1), Florida Statutes.

C. After completing the design phase of the Project, Assignor requested that County take on the management and completion of the Project with the Consultant and the construction vendor awarded the construction work by Assignor.

D. The Agreement between Assignor and Consultant is freely assignable, and Assignor desires to assign the Agreement to County so that it may oversee and manage Consultant's post-design services in connection with the Project.

E. The County is amenable to taking an assignment of the Agreement with Consultant and to oversee completion of the Project, subject to the terms of this Assignment.

E. Consultant is also amenable to this Assignment and, subject to the terms of the Agreement and this Assignment, will continue to perform all remaining services under the Agreement with County's representatives in its Highway Construction and Engineering Division acting as the contract administrator for the Project.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.

2. Notice Information. The notice information for County is as follows:

Description	COUNTY
Name of entity	Broward County Highway Construction and Engineering Division
Name of Contract Administrator	Michael Hammond
Address	1 N University Dr, Box B300, Plantation, FL 33324
Telephone	954-577-4558
E-mail	mchammond@broward.org

3. Assignment. Assignor hereby assigns all right, title, and interest in the Agreement to County, subject to the conditions set forth in this Assignment. This Assignment includes the assignment of all outstanding obligations of Assignor with regard to any open purchase orders, change orders, work authorizations, or other pending purchase documents issued pursuant to the Agreement. Notwithstanding the foregoing, Assignor shall remain fully responsible for all duties, obligations, and performance required by the Agreement through the Assignment Effective Date (defined below).

4. Assignment Effective Date. The effective date of this Assignment is the date it is fully executed by Assignor and County, with Consultant consenting in writing to the assignment provided for herein by executing this Assignment ("Assignment Effective Date").

5. Refund to County of Remaining Funds. On or before the Assignment Effective Date, Assignor shall return to County the sum of $62,188.62, representing the remaining transportation surtax funding previously provided to Assignor by County in connection with the Services under the Agreement. County will utilize such funds for payment to Consultant for the remaining services to be performed under the Agreement, including, without limitation, all post-design services.

6. County Assumption of Agreement. Commencing on the Assignment Effective Date, County expressly assumes each and every right, obligation, and responsibility of Assignor under the Agreement. Notwithstanding anything contained in this Assignment, Assignor remains fully responsible for all obligations under the Agreement which were to have been performed by Assignor prior to the Assignment Effective Date.

7. Pricing and Payment. Consultant expressly agrees to honor all rates and pricing terms of the Agreement, and County, as assignee, agrees to make payment for all services rendered by Consultant after the Agreement Effective Date.

8. Additional Representations and Warranties of Consultant. By executing this consent to Assignment below, Consultant agrees that the Agreement is amended as of the Assignment Effective Date to include the following provisions:

8.1. Authorization to Conduct Business. Consultant represents and warrants that it is authorized to do business in the State of Florida, that it has and will continue to maintain all licenses and approvals required to conduct business in Florida, and that it will at all times conduct business in a reputable manner.

8.2. Vendor Information. Consultant represents and warrants that all statements and representations made in the Vendor Information Form, attached to this Assignment as Exhibit B, are true and correct as of the date Consultant executes the Assignment.

8.3. Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant it has utilized in connection with the Project have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that by its consent to this Assignment agrees that it will not violate that statute. If Consultant violates this section, Consultant agrees that County may immediately terminate the Agreement for cause and Consultant shall be liable for all costs incurred by County due to the termination.

8.4. Prohibited Telecommunications Equipment. Consultant represents and certifies that Consultant and all Subconsultants do not use, and for the remaining term of the Agreement will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

8.5. Criminal History Screening Practices. If, by reason of this Assignment, the Agreement becomes subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Consultant represents and certifies that Consultant will comply with Section 26-125(d) of the Code for the duration of the term of the Agreement.

8.6. Polystyrene Food Service Articles. Consultant shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

8.7. Iron and Steel Products. If the Agreement is for a "public works project" as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the Project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

8.8. Anti-Human Trafficking. By its consent to this Assignment through an authorized representative of Consultant, Consultant hereby attests under penalty of perjury that

Consultant does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true.

8.9. Insurance. For the remaining term of the Agreement, Consultant agrees that it shall fully comply with any insurance obligations set forth in Exhibit C to this Assignment. On or before the Assignment Effective Date, Consultant shall provide the Contract Administrator a copy of the Certificate(s) of Insurance and endorsements evidencing the required coverages.

8.10. Compliance with Laws. Consultant shall comply with all state, county, municipal, or other laws, codes, advisory circulars, rules, regulations, or ordinances, as may be amended, that are applicable to Consultant's performance of its obligations to County (as assignee) under the Agreement.

9. Representation of Authority. By execution of this Assignment and by executing the consent to this Assignment, respectively, Assignor and Consultant each agree that this Assignment constitutes (as to Assignor) and creates (as to Consultant) legal, valid, binding, and enforceable obligations of Assignor and Consultant to County, and that neither the execution of this Assignment nor performance of the Agreement constitutes a breach of any agreement that Assignor or Consultant has with any third party or violates applicable law. Assignor and Consultant further represent and warrant that they have legal authority to execute this Assignment (as to Assignor) and to consent to the assignment of the Agreement (as to Consultant), and each individual executing this document on each's behalf is duly authorized by all necessary and appropriate action to do so on behalf of Assignor and Consultant and does so with full legal authority.

10. Except for the assignment of the Agreement by Assignor to County as provided for herein and the additional terms added to the Agreement stated in Section 8 (and all subsections) above, nothing herein will be deemed or construed to modify, waive, or affect the obligations of the Agreement, or any of the covenants, agreements, terms, provisions or conditions contained in the Agreement, which shall remain unmodified and in full force and effect.

[The remainder of this page is left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Assignment: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 3rd day of February, 2026, Agenda Item 8; and Assignor and Consultant, signing by and through their duly authorized representatives.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

_____ day of _____, 20__

By_____
Contract Administrator (Date)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____
Gavin P. Rynard (Date)
Assistant County Attorney

By_____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NAK/gpr
Assignment of NE 26th Agreement
2/12/26
#1215739.2

ASSIGNMENT BETWEEN THE CITY OF WILTON MANORS AND BROWARD COUNTY FOR DESIGN AND POST-DESIGN SERVICES OF NE 26TH STREET EAST OF OLD DIXIE HIGHWAY COMPLETE STREETS IMPROVEMENTS

ASSIGNOR/ CITY

CITY OF WILTON MANORS

ATTEST:

By: _____
CITY MAYOR

_____
CITY CLERK

Scott Newton
_____
Print Name

_____ day of May, 20 26

I HEREBY CERTIFY that I have approved this Assignment as to form and legal sufficiency subject to execution by the parties:

/s/ Kerry L. Ezrol
City Attorney

ASSIGNMENT BETWEEN KIMLEY-HORN AND ASSOCIATES, INC., THE CITY OF WILTON MANORS, AND BROWARD COUNTY FOR POST-DESIGN SERVICES OF NE 26TH STREET EAST OF OLD DIXIE HIGHWAY COMPLETE STREETS IMPROVEMENTS

CONSULTANT

By executing this Assignment, Consultant hereby acknowledges and consents to the assignment of the Agreement from the City of Wilton Manors to Broward County. Consultant further acknowledges and agrees that, effective as of the Assignment Effective Date, County has succeeded to and assumed the City's rights under the Agreement, and Consultant shall perform all services and obligations under the Agreement for the benefit of County, and shall be bound to County under the Agreement as if County were the original party thereto.

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Authorized Signer

Stefano Viola Senior Vice President
_____
Print Name and Title

26 day of February, 2026

Exhibit A

Exhibit B
Vendor Information Form

Consultant does hereby state and certify that the following information is true and correct:

1. Firm Name: Kimley-Horn and Associates, Inc. FEIN: 56-0885615

2. Type of Business (check appropriate box):

   [x] **Corporation (Specify the State of Incorporation): North Carolina**

   [ ] Sole Proprietor [ ] Limited Liability Corporation (LLC) [ ] Limited Partnership

   [ ] General Partnership (State and County filed in) _____

   [ ] Other – Specify _____

3. List Name and Title of Each Principal, Owner, Officer, and Major Shareholder of firm:

   a. Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc. which wholly owned by APHC, Inc., which is owned by over 925 Kimley-Horn employees, none of which own 2% or more of outstanding shares.

4. How many years has your firm been in business while providing the services and/or products offered in the Agreement? 58 years

5. References. Provide three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced Project/contract. **Only one (1) Broward County agency reference may be submitted**. If any of the following references are inaccessible or not relevant, additional references may be requested by County.

   Reference No. 1:

   Scope of Work: Services for improving drainage,stormwater management, roadway conditions

   Contract/Project Title: RFQ No. 22-013 - Green Meadows Drainage Improvements

   Agency: Town of Southwest Ranches

   Contact Name/Title: Rod Ley, P.E., Public Works Director

   Contact Telephone: 954.343.7444 Contact E-mail: rley@southwestranches.org

   Contract/Project Dates (MM/YY): 11/2023 through 12/31/2024

   Contract Price: $68,200

Reference No. 2:

Scope of Work: Civil, Landscape, Roadway, Irrigation and Lighting Improvements

Contract/Project Title: RFQ 16-05-29 Miramar Parkway Streetscape - 64th Ave to SW 68th Ave

Agency: City of Miramar

Contact Name/Title: Salvatore Zuniga, City Engineer

Contact Telephone: 954.602.3323 Contact E-mail: sezuniga@miramarfl.gov

Contract/Project Dates (MM/YY): 11/8/2016 to 12/31/2020

Contract Price: $137,200

Reference No. 3:

Scope of Work: Engineering services for design and construction of a drainage collection system

Contract/Project Title: RFP 2020-10-01-Miami Shores Estates Stormwater Improvements

Agency: Miami Shores Village

Contact Name/Title: Frank Ruiz, Assistant Public Works Director

Contact Telephone: 305.795.2210 Contact E-mail: RuizF@msvfl.gov

Contract/Project Dates (MM/YY): February 2021 - Ongoing

Contract Price: $225,000

6. Provide the following information about the firm:

Is the firm regularly engaged in and routinely performing the services and/or selling the product(s) offered in the Contract?	[X] Yes [ ] No
If applicable, is the firm currently authorized by the manufacturer as a dealer/seller of the any product(s) required by the Contract, and will the warranty offered be a manufacturer's warranty with Broward County recorded as the original purchaser?	[ ] Yes [ ] No [X] N/A
Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	[ ] Yes [X] No
Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.	[ ] Yes [X] No
Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, or its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.	[ ] Yes [X] No
Has your firm, its principals, officers, or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.	[ ] Yes [X] No
Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, provide the owner's names, address, and telephone number, as well as the Surety Company's name, contract name, and telephone number. If yes, specify details in an attached written response.	[ ] Yes [X] No

Has your firm, its principals, officers, or predecessor organization(s) been designated a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes? If yes, specify details in an attached written response.	☐ Yes ☒ No
Has your firm, or any of its principals, officers, or predecessor organization(s) been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes? If yes, specify details in an attached written response.	☐ Yes ☒ No
Has your firm, or any of its principals, officers, or predecessor organization(s) committed a "public entity crime" as defined by Section 287.133, Florida Statutes, been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or been placed on the convicted vendor list? If yes, specify details in an attached written response.	☐ Yes ☒ No
Does your firm or its subcontractors use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26? If yes, specify details in an attached written response.	☐ Yes ☒ No
Is your firm and each subcontractor registered with and using the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes? If no, specify details in an attached written response.	☒ Yes ☐ No
Would your firm accept a credit card as payment from Broward County?	☐ Yes ☒ No
Has your firm or any principal of the firm, regardless of whether the principal was associated with the firm at the time, had any "material" cases, as defined in the attached Litigation History Form, filed, pending, or resolved during the last three (3) years, whether such cases were brought by or against the firm, any parent or subsidiary of the firm, any predecessor organization, or any principal? If yes, complete the Litigation History form.	☐ Yes ☒ No
Is your firm owned by the government of a foreign country of concern; does the government of a foreign country of concern have a controlling interest in in your firm; or is your firm organized under the laws of and or have its principal place of business in, a foreign country of concern, as such terms are used in Section 287.138, Florida Statutes?	☐ Yes ☒ No
The following are only applicable to construction or service (furnish and install) contracts:	
What is the last contract of this nature that your firm has completed, or what similar on-going contracts is your firm currently working on? If additional space is required, provide information on separate sheet. Westview Drive Improvements for the City of Coral Springs. Project included sidewalk improvements along Westview Drive from Riverside Dr. to Coral Ridge Dr. We provided design and Construction Observations.	
Has your firm completely inspected the Project site(s)?	☒ Yes ☐ No
Will your firm need to rent or purchase any equipment for this Contract? If yes, specify details in a written response.	☐ Yes ☒ No

Litigation History

Refer to the attached list

Litigation History: Firm shall disclose to County all "material" cases filed, pending, or resolved during the last three (3) years, whether such cases were brought by or against the firm, any parent or subsidiary of the firm, or any predecessor organization. Additionally, the firm is required to disclose to the County all "material" cases filed, pending, or resolved against any principal of firm, regardless of whether the principal was associated with firm at the time of the "material" cases against the principal, during the last three (3) years. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

i. A similar type of work that the firm is seeking to perform for the County under the assigned contract;
ii. An allegation of fraud, negligence, error or omissions, or malpractice against the firm or any of its principals or agents who would be performing work under the assigned contract;
iii. Firm's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
iv. The financial condition of the firm, including any bankruptcy petition (voluntary and involuntary) or receivership; or
v. A criminal proceeding or hearing concerning business-related offenses in which the firm or its principals (including officers) were/are defendants.

For each material case, the firm is required to provide all information identified below. Additionally, the firm shall provide a copy of any judgment or settlement of any material case during the last three (3) years. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by firm that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.

If the firm is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.

A firm is required to disclose to the County any and all cases(s) that exist between the County and any of the firm's subcontractors/subconsultants proposed to work on this Project during the last five (5) years.

Failure to disclose any material case, or to provide all requested information in connection with each case, may result in the assignment of contract being denied. Prior to making such determination, the firm will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

Name of Firm: See attached list	
Is this for a: (check type) ☐ Parent, ☐ Subsidiary, or ☐ Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor: Or No ☐
Party	Firm is Plaintiff ☐ Firm is Defendant ☐
Case Name	

Case Number	
Date Filed	
Name of Court or other tribunal	
Type of Case	Civil ☐ Administrative/Regulatory ☐ Criminal ☐ Bankruptcy ☐
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement, and Satisfaction of Judgment)	Pending ☐ Settled ☐ Dismissed ☐ Judgment Firm's Favor ☐ Judgment Against Firm ☐ If Judgment Against, is Judgment Satisfied? Yes ☐ No ☐
Opposing Counsel	Name: _____ E-mail: _____ Telephone Number: _____

LITIGATION HISTORY

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. In the last five (5) years, Kimley-Horn has had more than 29,993 active projects in Florida, 33 of which had some form of litigation. Of these cases, 3 were dismissed, 21 were settled, and 9 are pending. This represents 0.1100% of all projects completed by Kimley-Horn in Florida over the past five years. None of the pending cases, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Legal proceedings in Florida within the past five (5) years are as follows:

3315 Tower Condominium Association, Inc., v. Tower 3315, LLC, et al; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2020-019825-CA-01; filed 2020; alleged economic loss; settled; closed 2021.

Angela Briguglio v Palm Avenue Hospitality Holdings LLC, et al; In the Circuit Court of the 12th Judicial Circuit of Sarasota County, Florida; Cause No 2022-CA-3952-NC; filed 2022; served 2022; served 2022; alleged personal injury; settled; closed 2023

Community Asphalt Corporation v. Wantman Group, Inc., et al; Florida Department of Transportation; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2018-029816-CA-01; filed 2018; alleged economic loss; settled; closed 2023

Cone & Graham, Inc. v. Kimley-Horn and Associates, Inc.; In the Circuit Court of Broward County, Florida; Cause No. CACE-21-014631; filed 2021; alleged economic loss; settled; closed 2022

Jennifer Curell v Florida Department of Transportation, et al; 19th Judicial Circuit in and for St. Lucie County, Florida; Cause No. 562022CA001297AXXXXHC; alleged personal injuries claimed; settled; closed 2024

Florida Silt and Sod, Inc. v. City of Plant City, et al: 13th Judicial Circuit Court, Hillsborough County, Florida; Case No. 22-CA-004094; filed 2022; alleged economic loss; settled; closed 2023

Irene Gomes v. Aldi, L.L.C., et al; In the Circuit Court of the 11th Circuit, Miami-Dade County, Florida; Cause No. 2020-009878-CA-01; filed 2020; served 2022; alleged personal injuries claimed; settled; closed 2022

Barbara Kline v. Simon Property, et al: 15th Judicial Circuit Court Palm Beach; Case No. 502019CA009926; filed 2019; served 2021; personal injury claim; settled; closed 2022

Grande Oaks at Heathrow Association v Kolter Signature Homes, et al; 18th Judicial Circuit Court, Seminole County; Case No. 2020-CA-003188; filed 2020; alleged economic loss; settled; closed 2023.

Heron Bay Community Association, Inc. vs. WCI Communities, LLC, et al; 15th Judicial Circuit Court, Broward County; Case No.: CACE16003120; filed 2016; alleged economic loss; settled; closed 2020

Jennifer Lancaster v. VCC, LLC, et al; 15th Judicial District Court of Palm Beach County, Florida; Cause No. 502019CA011526; filed 2019; served 2020; alleged personal injuries claimed; settled; closed 2021.

Medline Industries, Inc. V. McShane Construction Company, LLC v. Ware Malcomb, Inc., et al.; 10th Judicial Circuit Court, Polk County, FL; Case # 2020-CA-0022790; filed 2020; alleged economic loss; settled; closed 2023

Lawrence Milder v. RT GeoSolutions Inc., et al; In the Circuit Court of the 17th Judicial District Court, in and for Broward County, Florida; Case No. 20-020512(25); filed 2020; served 2023; alleged personal injuries claimed; Kimley-Horn dismissed; closed 2023

Harris Mitchell v. Frank Anderson, et al; 15th Judicial Circuit Court, Palm Beach County, Florida; Case No. 50-2019-CA-006676; filed 2019, served 2020; alleged personal injuries claimed; settled; closed 2020

Yolanda Peaslee v The City of West Palm Beach, et al; Circuit Court of the 15th Judicial Circuit, Palm Beach County, Florida; Cause No. 502021CA004964XXXXMB; personal injury claim; settled; closed 2023

Sherri Reed v. Town Center Boca Raton Trust, et al: 15th Judicial Circuit Court Palm Beach; Case No. 21CA005161; filed 2021; personal injury claim; settled; closed 2023

Christ Rose v. Wal-Mart Stores, Inc., et al; 17th Judicial Circuit Court, Broward County, FL; Cause No. CACE-18-027255; filed 2018; served 2020; alleged personal injuries claimed; settled; closed 2021

Sema Construction, Inc. v. City of Altamonte Springs; 18th Judicial Circuit Court, Seminole County; Case No. 2015-CA-002951-15-W; filed 2016; alleged economic loss; settled; closed 2024

Esther Silberman v Town Center at Boca Raton, et al; 15th Judicial District Court of Palm Beach Co, Florida; Cause No. 50-2018-CA-009724-MB; filed 2018; served 2021; alleged personal injuries claimed; settled; closed 2021

Kevin Sona, et al v. Stone Creek Community Association, et al; Circuit Court of the Fifth Judicial Circuit, Marion County, FL; Case # 20CA0026; filed 2020; served 2021; alleged personal injuries claimed; settled; closed 2022

Terrazas Riverpark Village Condominium Association, Inc. v. Windmoor Project LLC, et al; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2020-017647-CA-01; filed 2020; alleged economic loss; settled; closed 2021

Morrison-Cobalt JV v. Kimley-Horn and Associates, Inc.;11th Judicial Circuit in and for Miami-Dade County, Florida; Cause No. 2021-013239-CA-01; alleged economic loss; settled; closed 2025

Maurico Suarez v Miami -Dade County, et al; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2024-011127-CA-01; filed 2024; served 2025; alleged personal injuries claimed; dismissed; closed 2025

Donald Stroman, Jr. v FDOT, et al; Cause No. 2023-CA-007165-O; In the Ninth Judicial District Court of Orange County, Florida; filed 2023; alleged personal injuries claimed; dismissed; closed 2025

Adrian E. Langford v. Suffolk Construction Co., et al; 12th Judicial Circuit Court, Sarasota County, FL; Cause No. 582020CA005449XXXANC; filed 2020; served 2021; alleged personal injuries claimed; pending

Iconbrickell Master Association, Inc. v Complete Property Services, Inc., et al; 11th Judicial Circuit, Miami-Dade County, Florida; Case No. 2023-028981-CA-0121; filed 2023; served 2024; alleged property damage claimed; pending

Acosta Tractors, Inc. v Biltmore Construction Co, Inc, et al; In the Circuit Court of the 11th Judicial Circuit of Miami-Dade, Florida; Cause No 18-020135-CA-25; filed 2018; served 2022; alleged economic loss; pending

Enrique R. Antezana, et al. v Kimley-Horn and Associates, Inc.; Applied Technical Services, LLC; and City of Miramar; 17th Judicial Circuit for Broward County, Florida; Case No. CACE23012261; filed 2023; alleged property damage; pending

Royal Palm Polo Property Owners Association, Inc. v. Toll FL I, LLC, et al; In the Circuit Court of the 15th Judicial Circuit, Palm Beach County, Florida; Cause No. 50-2024-CA-006059XXXAMB; filed 2024; alleged economic loss, pending

Julington Lakes Homeowners Association, Inc. v Toll FL XIII Limited Partnership, et al; In the Circuit Court of the 7th Judicial Circuit, St. Johns County, Florida; Case No. CA24-0901; Filed 2024; served 2025; alleged economic loss, pending

North Meridian Condominium Association, Inc. v North Meridian, LLC, et al;11th Judicial Circuit Court, Miami-Dade County, FL; Case No. 2025-001550-CA-01; filed 2025; alleged economic loss, pending

City of Sunrise v West Construction, Inc. v Kimley-Horn, et al; 17th Judicial Circuit in and for Broward County, FL; Case No. 24-017627; filed 2024; served 2025; alleged economic loss, pending

West Construction, Inc. v Kimley-Horn; In the Circuit Court of the 17th Judicial Circuit in and for Broward County, FL; Case No. CACE25-013137; filed 2025; alleged economic loss; pending

Legislation Details (With Text)

File #:	26-068 **Version:** 1		
		Status:	Agenda Ready
		In control:	Public Works and Environmental Services - Highway Construction and Engineering Division
On agenda:	2/3/2026	**Final action:**	2/3/2026
Title:	MOTION TO AUTHORIZE County Administrator to execute all necessary agreements to facilitate the County's delivery of the municipal capital transportation surtax project within the City of Wilton Manors ("City") known as the NE 26th Street Roadway Improvements Project (WILT-003), including entering into a construction contract awarded to J&D Concrete Works, Corp. by the City on October 8, 2025, and obtaining an assignment of the design and post-design services contract entered into between the City and Kimley-Horn and Associates, Inc., on March 22, 2022, with a total maximum-not -to-exceed value of $1,829,705 in surtax funding, subject to review and approval of all such agreements and documents for legal sufficiency by the County Attorney's Office; and authorize the County Administrator to take any necessary administrative or budgetary action to effectuate the same.		
Sponsors:			
Indexes:	MAP Broward		
Code sections:			
Attachments:			

Date	Ver.	Action By	Action	Result

Broward County Commission Regular Meeting
Director's Name: Leonard Vialpando
Department: Public Works and Environmental Services
Division: Highway Construction & Engineering

Information

Requested Action

MOTION TO AUTHORIZE County Administrator to execute all necessary agreements to facilitate the County's delivery of the municipal capital transportation surtax project within the City of Wilton Manors ("City") known as the NE 26th Street Roadway Improvements Project (WILT-003), including entering into a construction contract awarded to J&D Concrete Works, Corp. by the City on October 8, 2025, and obtaining an assignment of the design and post-design services contract entered into between the City and Kimley-Horn and Associates, Inc., on March 22, 2022, with a total maximum-not-to-exceed value of $1,829,705 in surtax funding, subject to review and approval of all such agreements and documents for legal sufficiency by the County Attorney's Office; and authorize the County Administrator to take any necessary administrative or budgetary action to effectuate the same.

Why Action is Necessary

Broward County Commissioners' approval is required for the execution of a contract assigned to the County with a value greater than $500,000.

What Action Accomplishes

Facilitates the County's delivery of the City's NE 26th Street Roadway Improvements Project by the County's Highway Construction and Engineering Division.

Goal Related Icon(s)
☐County Commission
☐Go Green
☒MAP Broward

Previous Action Taken
None.

Summary Explanation/Background
THE PUBLIC WORKS AND ENVIRONMENTAL SERVICES DEPARTMENT, THE HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION, AND THE MOBILITY ADVANCEMENT PROGRAM RECOMMEND APPROVAL OF THE ABOVE MOTION.

The City of Wilton Manors (City) included the NE 26th Street Roadway Improvements Project ("Project") in its proposed municipal capital projects under the original 2018 transportation surtax municipal program of projects. In 2019, the City submitted the Project's scope and details to the Broward Metropolitan Planning Organization ("MPO") under its Surtax Services Agreement for review, ranking, and a possible funding recommendation. Because WILT-003 is a County-owned road, the County's Public Works and Environmental Services Department, and Highway Construction and Engineering Division provided written consent for the City to take the lead on the project as tentatively scoped. In February 2020, the MPO surtax services team recommended funding the design phase of the Project as part of Cycle 1. The Project was designed by Kimley-Horn and Associates, Inc. with surtax funding, and there remains a total of $69,705 in surtax funding under that Agreement for post-design services. In April 2025, the City began submitting documentation necessary to go under a construction agreement in a maximum-not-to-exceed amount of $1,760,000.

During the construction-phase agreement negotiations, the City and County discussed potential shortfalls in the construction funding award level and possible approaches, which were also shared with County Administration. With County approval, the City published the solicitation to gauge prices and gain a better understanding of the expected funding delta. On September 4, 2025, the City advised that the construction bids had been opened and the apparent low bidder (at $1,500,000) was being evaluated. The City submitted the proposals to the Office of Economic and Small Business Development ("OESBD") for their County Business Enterprise ("CBE") compliance review. OESBD provided the review results to the City on September 22, 2025, confirming the bidder selected met the assigned CBE goal and was compliant with the program requirements. The City selected the bidder but expressed written concerns to the surtax legal team and contract administrator over delivering the construction project on a County-owned road. On November 18, 2025, the County's Highway Construction and Engineering Division communicated willingness to deliver the construction of the Project to the City. The City was still not, and has never been, under a construction project funding agreement for WILT-003.

With the cooperation and approval of the City and the awarded contractor and design firm, pursuant to Section 5.4 of the Third Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement, Board approval is requested for the County to exercise the option to deliver the Project . If this item is approved, the County will coordinate with the City, the design firm, and

construction contractor to execute all necessary documents required to: (a) have the design firm perform post-design services as provided under its contract with the City associated with the Project; (b) contract with the City's awarded contractor to perform the construction of the Project; and (c) assign any City agreements to the County that are necessary in connection with the County's delivery of the post-design and construction phases of the Project.

All such agreements will be subject to review and approval for legal sufficiency by the Office of the County Attorney.

The scope of the NE 26th Street Project from east of Dixie Highway to west of Federal Highway will include milling and resurfacing, sidewalk widening, median islands, midblock pedestrian crossing including rapid flashing beacons, pavement markings, ADA improvements, and landscaping.

The project will be implemented with no change in the number of vehicle travel lanes.

All funding for the delivery of the Project will come from the transportation surtax funding awarded to the City for the remaining post-design services and construction phase of the Project.

Source of Additional Information

Gretchen Cassini, Transportation Surtax Administrator, Mobility Advancement Program, (954) 357-9504.
Richard C. Tornese, P.E., Director, Highway Construction and Engineering Division, (954) 577-4579.

Fiscal Impact

Fiscal Impact/Cost Summary

The estimated project construction cost for WILT-003 is $1,500,000, in addition to an available balance from the design phase of $69,705 for post-design services with a maximum-not-exceed surtax construction-phase funding award of $1,760,000, and a total project cost not-to-exceed of $2,000,000 (including design and construction).

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, May 26, 2026

From: Carol Conol, Finance Director
Prepared by: Carol Conol

(a) Subject: **Resolution No. 2026-031:** *(Finance/Human Resources)*
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH CIRCUIT TRANSIT INC. FOR WILTON MANORS SHUTTLE SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

(b) City Manager Recommendation: Recommend Approval

(c) Report In Brief: Approval of the resolution will allow the City to continue to provide micro-transit services with electric vehicles.

(d) Discussion:

On June 14, 2022, the City entered into an agreement with Circuit Transit, Inc. (“Circuit”) to provide micro-transit services within and surrounding the City. The program is intended to alleviate traffic congestion, reduce parking demand, and enhance mobility within the City’s core areas through the use of Neighborhood Electric Vehicles (NEVs), commonly referred to as GEM cars.

The agreement included an initial term of three (3) years, along with two (2) optional one-year renewal periods, subject to approval by the City Commission. Circuit has consistently provided services in accordance with the agreement and continues to meet the City’s expectations with respect to performance, reliability, and customer service. Staff recommends exercising the second and final one-year renewal option. Circuit has confirmed its willingness to extend the agreement under the renewal terms.

(e) Strategic Plan Consistency: Goal B: Promote Economic Development; Goal C. Enhance Quality of Life and Livability; Goal E. Exhibit Fiscal Responsibility; and Goal F: Improve Sustainability.

(f) Concurrences: Human Resources

(g) Fiscal Impact:

The estimated annual cost for the renewal term is $301,644 and is included in the Parking Fund FY2026 budget. The estimated monthly payment is $25,137, subject to any applicable fare revenue and advertising revenue credits. This amount reflects a 3.0% increase from the prior year, consistent with changes in the Consumer Price Index (CPI).

(h) Alternatives:

(i) Attachments:
1. 2026-031 RESO Second Amendment to Circuit Transit Inc. Agreement
2. Second Amendment to Circuit Transit Agreement
3. Circuit Request for Rate Adjustment — Wilton Manors Shuttle Service Agreement

RESOLUTION NO. 2026-031

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH CIRCUIT TRANSIT INC. FOR WILTON MANORS SHUTTLE SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Wilton Manors deems it to be the best interests of the public to execute the Second Amendment to Agreement with Circuit Transit Inc. for Wilton Manors Shuttle Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THAT:

Section 1. The "WHEREAS" clause set forth above is true and correct and is incorporated herein by this reference.

Section 2. The City Commission of the City of Wilton Manors hereby approves the terms and conditions of the Second Amendment to Agreement with Circuit Transit, Inc., said Second Amendment having been submitted for consideration to the City Commission in written form.

Section 3. The proper City Officials of the City of Wilton Manors are hereby authorized and directed to execute said Second Amendment.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS _____ DAY OF MAY, 2026.

CITY OF WILTON MANORS, FLORIDA

By:_____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH
GARCIA-BECKFORD, MMC
CITY CLERK

RECORD OF COMMISSION VOTE

MAYOR NEWTON	_____
VICE MAYOR CAPUTO	_____
COMMISSIONER BRACCHI	_____
COMMISSIONER D'ARMINIO	_____
COMMISSIONER ROLLI	_____

I HEREBY CERTIFY that I have approved the form of this Resolution.

/s/ *Kerry L. Ezrol*
KERRY L. EZROL
CITY ATTORNEY

SECOND AMENDMENT TO AGREEMENT FOR SHUTTLE SERVICES

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment"), dated the ____ day of _____, 2026, between:

THE CITY OF WILTON MANORS, a Florida municipal corporation, hereinafter referred to as "CITY",

and

CIRCUIT TRANSIT INC., a Florida corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, on or about June 14, 2022, the CITY entered into an agreement with CONTRACTOR for City of Wilton Manors shuttle services (the "Original Agreement"); and

WHEREAS, on or about October 14, 2025, the CITY entered into a First Amendment to the Original Agreement with CONTRACTOR; and

WHEREAS, CITY and CONTRACTOR now desire to amend the Original Agreement, as amended, to extend the term of the Agreement for the second and final one (1) year option and to increase the rates, subject to the terms and conditions of the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and CONTRACTOR agree to amend the Original Agreement as follows:

1. **RECITALS:** Each "Whereas" clause set forth above is true and correct and incorporated herein by this reference.

2. **TERMS**: Pursuant to Section 4 of the Original Agreement, the term of the Original Agreement, as amended and extended, is extended for the second and final one year (1) allowable option term with a commencement date of June 14, 2026 and ending on June 13, 2027 ("Option Term").

3. **RATES**: Pursuant to Section 3.1 of the Original Agreement, commencing on June 14, 2026, the rates provided for in Section 3.2 of the Original Agreement, as amended shall be amended as follows:

   3.2 Payment Terms. The Contract Price to be paid to CONTRACTOR by the CITY during the Option Term shall be divided into twelve (12) payments of $25,137.15 per month.

4. **ORIGINAL AGREEMENT:** All of the terms and conditions of the Original Agreement as amended from time to time shall be binding and remain in full force and effect except as expressly amended hereinabove.

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

CITY:

BY: _____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH
GARCIA-BECKFORD, MMC
CITY CLERK

APPROVED AS TO FORM

/s/ *Kerry L. Ezrol*
KERRY L. EZROL, ESQ.
CITY ATTORNEY

WITNESSES:

Janice DeHaven
Janice DeHaven
Print Name

MMoses
MyKeisha Moses
Print Name

CONTRACTOR:
CIRCUIT TRANSIT INC., a Florida Corporation

By: _____
Alexander Esposito, Chief Executive Officer

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of May 2026 by Alexander Esposito, as Chief Executive Officer of Circuit Transit Inc., a Florida corporation, on behalf of the corporation, ☐ who is personally known to me or ☒ has produced FL. Drivers License as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this 18th day of May, 2026.

(SEAL)

MYKEISHA MOSES
Notary Public - State of Florida
Commission # HH 425649
My Comm. Expires Nov 17, 2027
Bonded through National Notary Assn.

MMoses
NOTARY PUBLIC

April 21, 2026

Carol Conol, CGFO
Finance Director
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305

Kerry L. Ezrol, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

Dear Carol,

Per Section 12, titled Modifications or Amendments, of the Agreement, Circuit is submitting this cost increase request, to be effective upon its second Option Term, June 14, 2026. This serves as our formal request with justification and documentation included herein.

Circuit is requesting a 3.0% price adjustment to increase unit costs as increases have occurred in the industry since these unit costs were initially contracted and executed on June 14, 2022. As evidenced in the attached U.S. Bureau of Labor Statistics CPI New Release dated April April 10, 2026, the Consumer Price Index for All Urban Consumers (CPI-U) shows a 3.3% increase in prices during the period from April 1, 2025 to March 31, 2026. More specifically to our industry, our costs include wages paid to local cost drivers that continue to outpace CPI, including increases in Florida minimum wage and commercial auto and excess liability insurance premiums that continue to increase in Florida and outpace national averages (and 8% and 6% annual increases, respectively, since the start of the contract term). Taken together, these factors support the request for a 3.0% adjustment to unit costs.

We respectfully request that the proposed new pricing contained therein will go into effect June 14, 2026.

Thank you,

James Mirras
Chief Operating Officer
Circuit Transit Inc.

Attachments:
BLS CPI News Release Consumer Price Index – March 2026

NEWS RELEASE
BUREAU OF LABOR STATISTICS
U. S. DEPARTMENT OF LABOR

Transmission of material in this release is embargoed until 8:30 a.m. (ET) Friday, April 10, 2026

USDL-26-0599

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
Media contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – MARCH 2026

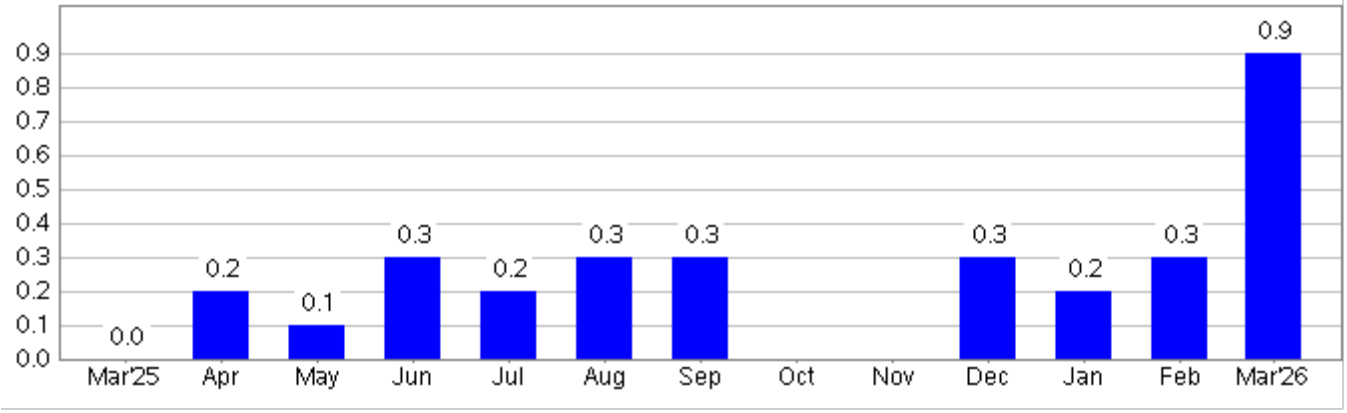
The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.9 percent on a seasonally adjusted basis in March, after rising 0.3 percent in February, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 3.3 percent before seasonal adjustment.

The index for energy rose 10.9 percent in March, led by a 21.2-percent increase in the index for gasoline which accounted for nearly three quarters of the monthly all items increase. The shelter index also increased in March, rising 0.3 percent. The index for food was unchanged over the month as the index for food away from home rose 0.2 percent, while the index for food at home fell 0.2 percent.

The index for all items less food and energy rose 0.2 percent in March. Indexes that increased over the month include airline fares, apparel, household furnishings and operations, education, and new vehicles. Conversely, the indexes for medical care, personal care, and used cars and trucks were among the major indexes that decreased in March.

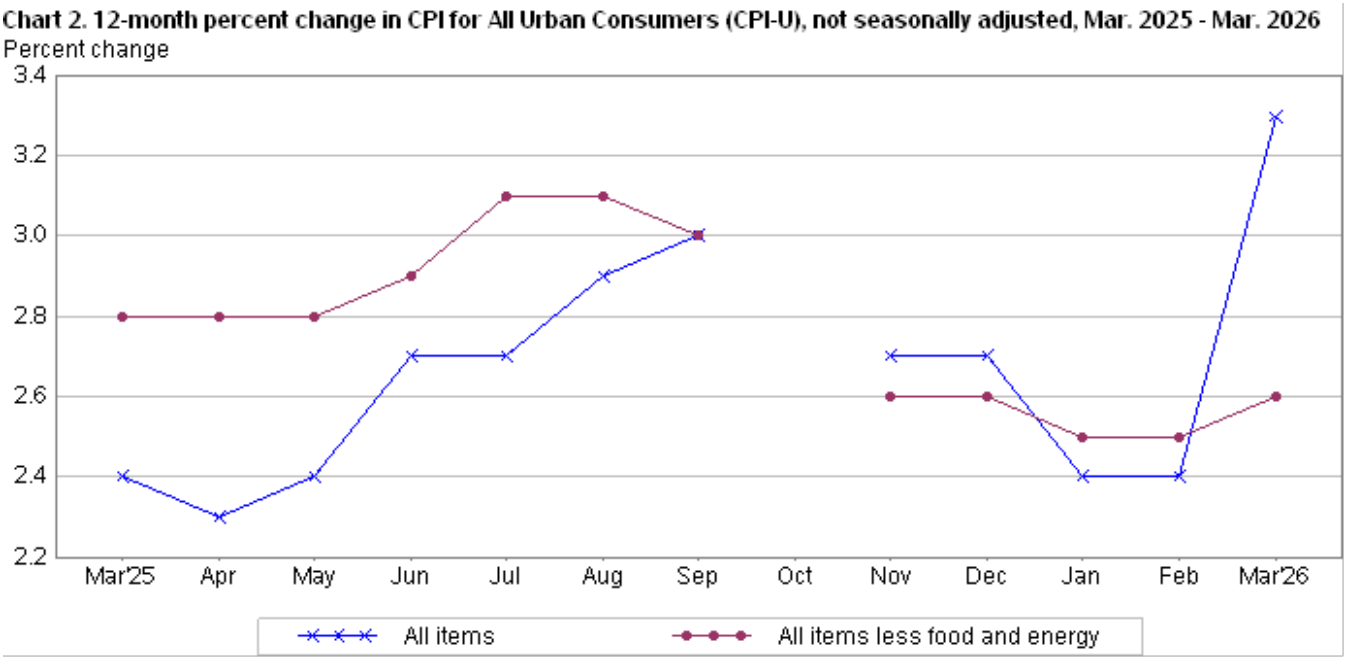
The all items index rose 3.3 percent for the 12 months ending March, after rising 2.4 percent for the 12 months ending February. The all items less food and energy index rose 2.6 percent over the year, following a 2.5-percent increase over the 12 months ending February. The energy index increased 12.5 percent for the 12 months ending March. The food index increased 2.7 percent over the last year.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Mar. 2025 - Mar. 2026
Percent change



NOTE: The Oct and Nov 2025 data values are not available due to the 2025 lapse in appropriations.

Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Mar. 2025 - Mar. 2026



NOTE: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Mar. 2026
	Sep. 2025	Oct. 2025	Nov. 2025	Dec. 2025	Jan. 2026	Feb. 2026	Mar. 2026	
All items	0.3	–	–	0.3	0.2	0.3	0.9	3.3
Food	0.2	–	–	0.7	0.2	0.4	0.0	2.7
Food at home	0.3	–	–	0.6	0.2	0.4	-0.2	1.9
Food away from home[1]	0.1	–	–	0.7	0.1	0.3	0.2	3.8
Energy	1.4	–	–	0.3	-1.5	0.6	10.9	12.5
Energy commodities	3.4	–	–	-0.3	-3.3	1.1	21.3	19.4
Gasoline (all types)	3.6	-1.3	2.7	-0.3	-3.2	0.8	21.2	18.9
Fuel oil	0.7	–	–	-0.8	-5.7	11.1	30.7	44.2
Energy services	-0.4	–	–	1.0	0.2	0.2	0.4	5.0
Electricity	-0.3	–	–	0.2	-0.1	-0.7	0.8	4.6
Utility (piped) gas service	-0.9	–	–	3.7	1.0	3.1	-0.9	6.4
All items less food and energy	0.2	–	–	0.2	0.3	0.2	0.2	2.6
Commodities less food and energy commodities	0.2	–	–	0.0	0.0	0.1	0.1	1.2
New vehicles	0.2	0.0	0.2	0.0	0.1	0.0	0.1	0.5
Used cars and trucks	-0.2	0.7	0.1	-0.9	-1.8	-0.4	-0.4	-3.2
Apparel	0.5	–	–	0.3	0.3	1.3	1.0	3.4
Medical care commodities[1]	-0.1	–	–	0.3	-0.1	0.0	-1.0	0.3
Services less energy services	0.2	–	–	0.3	0.4	0.3	0.2	3.0
Shelter	0.2	–	–	0.4	0.2	0.2	0.3	3.0
Transportation services	0.3	–	–	0.4	1.4	0.2	0.6	4.1
Medical care services	0.2	–	–	0.4	0.3	0.6	0.0	3.7

1 Not seasonally adjusted.

NOTE: The Oct and Nov 2025 data values are not available due to the 2025 lapse in appropriations.

Food

The index for food was unchanged in March after rising 0.4 percent in February. The food at home index declined 0.2 percent over the month. Four of the six major grocery store food group indexes decreased in March. The index for meats, poultry, fish, and eggs decreased 0.6 percent over the month as the index for eggs declined 3.4 percent. The cereals and bakery products index also decreased 0.6 percent in March, as did the dairy and related products index. The index for nonalcoholic beverages fell 0.3 percent over the month.

In contrast, the fruits and vegetables index rose 1.0 percent in March. The index for other food at home was unchanged over the month.

The food away from home index rose 0.2 percent in March. The index for full service meals rose 0.3 percent over the month and the index for limited service meals rose 0.2 percent.

The food at home index rose 1.9 percent over the 12 months ending in March. The index for other food at home rose 2.9 percent over the last 12 months. The fruits and vegetables index increased 4.0 percent over the same period and the nonalcoholic beverages index rose 4.7 percent. The index for cereals and bakery products increased 2.1 percent over the 12 months ending in March. In contrast, the dairy and related products index fell 1.6 percent over the year and the meats, poultry, fish, and eggs index decreased 0.9 percent over the same period.

The food away from home index rose 3.8 percent over the last year. The index for full service meals rose 4.3 percent and the index for limited service meals rose 3.2 percent over the same period.

Energy

The index for energy increased 10.9 percent in March, the largest monthly increase in the index since September 2005. The gasoline index increased 21.2 percent over the month, the largest monthly increase since the series was first published in 1967. (Before seasonal adjustment, gasoline prices increased 24.9 percent in March.) The index for electricity rose 0.8 percent in March. The fuel oil index increased 30.7 percent over the month, the largest monthly increase in the index since February 2000. Conversely, the index for natural gas decreased 0.9 percent over the month.

The index for energy increased 12.5 percent over the past 12 months and the index for gasoline rose 18.9 percent. The electricity index increased 4.6 percent over the last 12 months and the natural gas index rose 6.4 percent.

All items less food and energy

The index for all items less food and energy rose 0.2 percent in March, as it did in February. The shelter index increased 0.3 percent over the month as did the owners' equivalent rent index. The index for rent increased 0.2 percent in March. The lodging away from home index rose 0.2 percent over the month.

The index for airline fares increased 2.7 percent over the month, after rising 1.4 percent in February. The apparel index rose 1.0 percent in March and the household furnishings and operations index rose 0.2 percent. The index for education rose 0.3 percent over the month and the index for new vehicles rose 0.1 percent in March.

The medical care index decreased 0.2 percent in March, after rising 0.5 percent in February. The index for prescription drugs decreased 1.5 percent over the month. Conversely, the physicians' services index increased 0.7 percent over the month and the hospital services index rose 0.4 percent.

The personal care index declined 0.5 percent in March and the used cars and trucks index decreased 0.4 percent over the month. The index for recreation and the index for motor vehicle insurance were both unchanged over the month.

The index for all items less food and energy rose 2.6 percent over the past 12 months. The shelter index increased 3.0 percent over the last year. Other indexes with notable increases over the last year include medical care (+3.1 percent), household furnishings and operations (+4.0 percent), airline fares (+14.9 percent), and recreation (+2.2 percent).

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 3.3 percent over the last 12 months to an index level of 330.213 (1982-84=100). For the month, the index increased 1.0 percent prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 3.3 percent over the last 12 months to an index level of 323.500 (1982-84=100). For the month, the index increased 1.3 percent prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 3.1 percent over the last 12 months. For the month, the index increased 1.1 percent on a not seasonally adjusted basis. Please note that the indexes for the past 10 to 12 months are subject to revision.

The Consumer Price Index for April 2026 is scheduled to be released on Tuesday, May 12, 2026, at 8:30 a.m. (ET).

Rebasing of Selected Consumer Price Index Series

With the publication of April 2026 data on May 12, 2026, several CPI series will be rebased to December 2024 = 100. When new base years are introduced, BLS recalculates each index back to the beginning of that series to ensure continuity. A complete list of indexes to be rebased is available at www.bls.gov/cpi/additional-resources/rebased-series.htm

Technical Note

Brief Explanation of the CPI

The Consumer Price Index (CPI) measures the change in prices paid by consumers for goods and services. The CPI reflects spending patterns for each of two population groups: all urban consumers and urban wage earners and clerical workers. The all urban consumer group represents over 90 percent of the total U.S. population. It is based on the expenditures of almost all residents of urban or metropolitan areas, including professionals, the self-employed, the poor, the unemployed, and retired people, as well as urban wage earners and clerical workers. Not included in the CPI are the spending patterns of people living in rural nonmetropolitan areas, farming families, people in the Armed Forces, and those in institutions, such as prisons and mental hospitals. Consumer inflation for all urban consumers is measured by two indexes, namely, the Consumer Price Index for All Urban Consumers (CPI-U) and the Chained Consumer Price Index for All Urban Consumers (C-CPI-U).

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) is based on the expenditures of households included in the CPI-U definition that meet two requirements: more than one-half of the household's income must come from clerical or wage occupations, and at least one of the household's earners must have been employed for at least 37 weeks during the previous 12 months. The CPI-W population represents approximately 30 percent of the total U.S. population and is a subset of the CPI-U population.

The CPIs are based on prices of food, clothing, shelter, fuels, transportation, doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments (department stores, supermarkets, hospitals, and other types of stores and service establishments). All taxes directly associated with the purchase and use of items are included in the index. Prices of fuels and a few other items are obtained every month in all 75 locations. Prices of most other commodities and services are collected every month in the three largest geographic areas and every other month in other areas. Prices of most goods and services are obtained by personal visit, telephone call, web, or app collection by the Bureau's trained representatives.

In calculating the index, price changes for the various items in each location are aggregated using weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W, separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-size classes, and for 23 selected local areas. Area indexes do not measure differences in the level of prices among cities; they only measure the average change in prices for each area since the base period. For the C-CPI-U, data are issued only at the national level. The CPI-U and CPI-W are considered final when released, but the C-CPI-U is issued in preliminary form and subject to three subsequent quarterly revisions.

The index measures price change from a designed reference date. For most of the CPI-U and the CPI-W, the reference base is 1982-84 equals 100. The reference base for the C-CPI-U is December 1999 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from $100 to $107.

Sampling Error in the CPI

The CPI is a statistical estimate that is subject to sampling error because it is based upon a sample of retail prices and not the complete universe of all prices. BLS calculates and publishes estimates of the 1-

month, 2-month, 6-month, and 12-month percent change standard errors annually for the CPI-U. These standard error estimates can be used to construct confidence intervals for hypothesis testing. For example, the estimated standard error of the 1-month percent change is 0.04 percent for the U.S. all items CPI. This means that if we repeatedly sample from the universe of all retail prices using the same methodology, and estimate a percentage change for each sample, then 95 percent of these estimates will be within 0.08 percent of the 1-month percentage change based on all retail prices. For example, for a 1-month change of 0.2 percent in the all items CPI-U, we are 95 percent confident that the actual percent change based on all retail prices would fall between 0.12 and 0.28 percent. For the latest data, including information on how to use the estimates of standard error, see www.bls.gov/cpi/tables/variance-estimates/home.htm.

Calculating Index Changes

Movements of the indexes from 1 month to another are usually expressed as percent changes rather than changes in index points, because index point changes are affected by the level of the index in relation to its base period, while percent changes are not. The following table shows an example of using index values to calculate percent changes:

	Item A	Item B	Item C
Year I	112.500	225.000	110.000
Year II	121.500	243.000	128.000
Change in index points	9.000	18.000	18.000
Percent change	9.0/112.500 x 100 = 8.0	18.0/225.000 x 100 = 8.0	18.0/110.000 x 100 = 16.4

Use of Seasonally Adjusted and Unadjusted Data

The Consumer Price Index (CPI) program produces both unadjusted and seasonally adjusted data. Seasonally adjusted data are computed using seasonal factors derived by the X-13ARIMA-SEATS seasonal adjustment method. These factors are updated each February, and the new factors are used to revise the previous 5 years of seasonally adjusted data. The factors are available at www.bls.gov/web/cpi/cpi-seasonal-factors.xlsx. For more information on data revision scheduling, please see the Seasonal Adjustment questions and answers page at www.bls.gov/cpi/seasonal-adjustment/questions-and-answers.htm and the Timeline of Seasonal Adjustment Methodological Changes at www.bls.gov/cpi/seasonal-adjustment/timeline-seasonal-adjustment-methodology-changes.htm.

How to Use Seasonally Adjusted and Unadjusted Data

For analyzing short-term price trends in the economy, seasonally adjusted changes are usually preferred since they eliminate the effect of changes that normally occur at the same time and in about the same magnitude every year—such as price movements resulting from weather events, production cycles, model changeovers, holidays, and sales. This allows data users to focus on changes that are not typical for the time of year.

The unadjusted data are of primary interest to consumers concerned about the prices they actually pay. Unadjusted data are also used extensively for escalation purposes. Many collective bargaining contract agreements and pension plans, for example, tie compensation changes to the Consumer Price Index

before adjustment for seasonal variation. BLS advises against the use of seasonally adjusted data in escalation agreements because seasonally adjusted series are revised annually for five years.

Intervention Analysis

The Bureau of Labor Statistics uses intervention analysis seasonal adjustment (IASA) for some CPI series. Sometimes extreme values or sharp movements can distort the underlying seasonal pattern of price change. Intervention analysis seasonal adjustment is a process by which the distortions caused by such unusual events are estimated and removed from the data prior to calculation of seasonal factors. The resulting seasonal factors, which more accurately represent the seasonal pattern, are then applied to the unadjusted data.

For example, this procedure was used for the motor fuel series to offset the effects of the 2009 return to normal pricing after the worldwide economic downturn in 2008. Retaining this outlier data during seasonal factor calculation would distort the computation of the seasonal portion of the time series data for motor fuel, so it was estimated and removed from the data prior to seasonal adjustment. Following that, seasonal factors were calculated based on this “prior adjusted” data. These seasonal factors represent a clearer picture of the seasonal pattern in the data. The last step is for motor fuel seasonal factors to be applied to the unadjusted data.

For the seasonal factors introduced for January 2026, BLS adjusted 57 series using intervention analysis seasonal adjustment, including selected food and beverage items, motor fuels and vehicles.

Revision of Seasonally Adjusted Indexes

Seasonally adjusted data, including the U.S. city average all items index levels, are subject to revision for up to 5 years after their original release. Every year, economists in the CPI calculate new seasonal factors for seasonally adjusted series and apply them to the last 5 years of data. Seasonally adjusted indexes beyond the last 5 years of data are considered to be final and not subject to revision. For January 2026, revised seasonal factors and seasonally adjusted indexes for 2021 to 2025 were calculated and published. For series which are directly adjusted using the Census X-13ARIMA-SEATS seasonal adjustment software, the seasonal factors for 2025 will be applied to data for 2026 to produce the seasonally adjusted 2026 indexes. Series which are indirectly seasonally adjusted by summing seasonally adjusted component series have seasonal factors which are derived and are therefore not available in advance.

Determining Seasonal Status

Each year the seasonal status of every series is reevaluated based upon certain statistical criteria. Using these criteria, BLS economists determine whether a series should change its status from "not seasonally adjusted" to "seasonally adjusted", or vice versa. If any of the 81 components of the U.S. city average all items index change their seasonal adjustment status from seasonally adjusted to not seasonally adjusted, not seasonally adjusted data will be used in the aggregation of the dependent series for the last 5 years, but the seasonally adjusted indexes before that period will not be changed. For 2026, 36 of the 81 components of the U.S. city average all items index are not seasonally adjusted.

Contact Information

For additional information about the CPI visit www.bls.gov/cpi or contact the CPI Information and Analysis Section at 202-691-7000 or cpi_info@bls.gov.

For additional information on seasonal adjustment in the CPI visit www.bls.gov/cpi/seasonal-adjustment/home.htm

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, May 26, 2026

From: Carol Conol, Finance Director
Prepared by: Carol Conol

(a) Subject: Resolution No. 2026-032: *(Leisure Services/Finance)*
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE AN AGREEMENT WITH CAVAN ELECTRIC, INC. FOR THE HAGEN PARK GENERATOR, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

(b) City Manager Recommendation:

(c) Report In Brief: Approval of Resolution No. 2026-032 will authorize the City to execute an agreement with Cavan Electric, Inc. to provide and install a new emergency generator at Hagen Park.

(d) Discussion:

The City issued Invitation to Bid (ITB) No. 2026-02 for the purchase and installation of a new emergency generator at Hagen Park. The project is intended to enhance the resiliency and operational continuity of Hagen Park by ensuring an uninterrupted power supply during emergency situations and power outages.

The City Engineer, Chen Moore and Associates, was tasked with preparing the technical specifications for the project and assisting staff with the review and evaluation of the bids received in response to the solicitation.

The City received three (3) bids in response to ITB No. 2026-02. Following the review of the bids submitted, the lowest and most responsive and responsible bidder became non-responsive and subsequently withdrew its proposal from consideration.

Staff subsequently reviewed the second-lowest bid and conducted a detailed evaluation of the bidder's qualifications, experience, and references. Based on the bid review and results of reference checks, staff determined that Cavan Electric, Inc. demonstrated the qualifications, experience, and capacity necessary to successfully perform the required work and satisfy the City's project requirements.

(e) Strategic Plan Consistency: Goal C: Enhance Quality of Life and Livability

(f) Concurrences: Leisure Services Director

(g) Fiscal Impact:

Funding for the purchase and installation of the emergency generator at Hagen Park is included in the approved FY2026 budget within the Capital Improvement Fund. The cost of the new generator is $145,000, of which $118,000 will be funded through a grant from the Federal Emergency Management Agency (FEMA), administered through the State of Florida Division of Emergency Management.

(h) Alternatives:

(i) Attachments:
1. 2026-032 RESO with Cavan for Hagen Park Generator
2. Hagen Park Generator - Signed
3. Links to ITB
4. COI

RESOLUTION NO. 2026-032

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE AN AGREEMENT WITH CAVAN ELECTRIC, INC. FOR THE HAGEN PARK GENERATOR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 18, 2025, the City issued an Invitation for Bids identified by the following bid title and bid number and commonly referred to as: Hagen Park Generator, ITB# 2026-02 ("ITB"); and

WHEREAS, on December 17, 2025, the City issued Addendum No. 1 to the ITB; and

WHEREAS, on January 13, 2026, the CITY issued Addendum No. 2 to the ITB (the ITB, Addendum No. 1, and Addendum No. 2 are collectively referred to hereinafter as the "ITB"); and

WHEREAS, Cavan Electric, Inc., in compliance with the bidding requirements announced by the City, submitted a bid on January 27, 2026; and

WHEREAS, BO's Electric withdrew its bid; and

WHEREAS, on April 21, 2026, in accordance with the bidding requirements announced in the ITB, the City's Finance Department ranked Cavan Electric, Inc. as having submitted the lowest, responsive, and responsible bid, and recommended that the City enter into an Agreement with Cavan Electric, Inc.; and

WHEREAS, the City Commission designates Cavan Electric, Inc. as having submitted the lowest, responsive, and responsible bid and authorizes the execution of the Agreement; and

WHEREAS, the City Commission of the City of Wilton Manors deems it in the best interests of the public to enter into an Agreement with Cavan Electric, Inc. for the Hagen Park Generator.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THAT:

Section 1. The "WHEREAS" clauses set forth above are true and correct and are incorporated herein by this reference.

Section 2. The City Commission of the City of Wilton Manors hereby approves the terms and conditions of the Agreement with Cavan Electric, Inc.; said Agreement having been submitted for consideration to the City Commission in written form.

Section 3. The proper City Officials of the City of Wilton Manors are hereby authorized and directed to execute said Agreement.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

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BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS _____ DAY OF MAY, 2026.

CITY OF WILTON MANORS, FLORIDA

By:_____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH
GARCIA-BECKFORD, MMC
CITY CLERK

RECORD OF COMMISSION VOTE

MAYOR NEWTON	_____
VICE MAYOR CAPUTO	_____
COMMISSIONER BRACCHI	_____
COMMISSIONER D'ARMINIO	_____
COMMISSIONER ROLLI	_____

I HEREBY CERTIFY that I have approved the form of this Resolution.

/s/ *Kerry L. Ezrol*
KERRY L. EZROL
CITY ATTORNEY

CITY OF WILTON MANORS, FLORIDA
CONTRACT FOR CONSTRUCTION SERVICES

THIS CONTRACT, made and entered into this _____ day of _____ 2026, by and between the CITY OF WILTON MANORS, a municipal corporation of Florida, hereinafter called the "CITY" or "OWNER" and CAVAN ELECTRIC, INC.,

a Florida Corporation	(X)	Check One
a Florida General Partnership	( )	
a Florida Limited Partnership	( )	
a Sole Proprietor	( )	

hereinafter called "CONTRACTOR".

CITY and CONTRACTOR may each be referred to herein as Party and collectively as Parties.

WITNESSETH

WHEREAS, The CITY has heretofore invited bids for a CITY construction Project ("Project") identified by the bid title, bid number and Project number listed above and commonly referred to as:

Hagen Park Generator
ITB# 2026-02 ("ITB")

WHEREAS, on December 17, 2025, the CITY issued Addendum No. 1 to the ITB; and

WHEREAS, on January 13, 2026, the CITY issued Addendum No. 2 to the ITB (the ITB, Addendum No. 1, and Addendum No. 2 are collectively referred to hereinafter as the "ITB"); and

WHEREAS, CONTRACTOR, in compliance with the bidding requirements announced by the CITY, submitted a bid on January 27, 2026, for the total bid amount of $145,000.00; and

WHEREAS, on April 21, 2026, in accordance with the bidding requirements announced in the ITB, the CITY's Finance Department ranked CONTRACTOR number 1 as having submitted the bid that was the lowest, responsive, and responsible, and recommended that the CITY move forward with contract negotiations with CONTRACTOR; and

WHEREAS, the Parties agree that the Project is scheduled to achieve Substantial Completion without interruption within one hundred and twenty (120) calendar days, and Final Completion within one hundred and fifty (150) calendar days as specified in the Notice to Proceed, subject to CITY approved time extensions; and

WHEREAS, the CITY Commission designated CONTRACTOR as having submitted the lowest, responsible and responsive bid and authorized the execution of this Agreement; and,

NOW, THEREFORE, in consideration of these premises and the mutual conditions and covenants contained herein, the parties agree as follows:

1. AGREEMENT

1.1. The Parties agree that:

1.1.1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this reference.

1.1.2. The CITY does hire and employ the CONTRACTOR to provide construction services for completion of the Project.

1.1.3. The CONTRACTOR does accept this Contract and does agree to furnish the necessary labor, tools, equipment, materials and supplies, etc., and to complete the Project by performing all the work as set forth in the Contract and the Contract Documents for the price and amounts set forth in Contractor's bid.

1.1.4. Contractor is an independent contractor as that term is set forth in the General Conditions for Construction GC-2, INDEPENDENT CONTRACTOR.

1.1.5. Unless otherwise provided, all time frames referenced in all Contract Documents shall be calendar days.

2. SCOPE OF SERVICES

2.1. The Project consists of those improvements described and set forth in the Contract Documents.

2.2. The "Contract Documents" are the compilation of the following individual documents:

2.2.1. Invitation to Bid
2.2.2. Instructions for Bidders
2.2.3. Bid Proposal
2.2.4. Bid Bond
2.2.5. Attachment 1: General Conditions for Construction (GC) – all references to "GC" shall be to section numbers
2.2.6. Construction Contract
2.2.7. Certificate of Insurance
2.2.8. Public Construction Bond
2.2.9. Addenda(s)
2.2.10. Written directives or interpretations
2.2.11. Manufacturers warranties
2.2.12. Federal Conditions
2.2.13. Attachment 2: Grant Agreement

3. OBLIGATIONS OF CONTRACTOR

3.1. CONTRACTOR shall:

3.1.1. Furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete said Project in accordance with the conditions and prices as stated in the Contract Documents.

3.1.2. Perform all the work and labor pursuant to this contract and all of the materials furnished shall be in strict conformity with the Contract Documents. CONTRACTOR further accepts and consents to the conditions contained in said Contract Documents and expressly agrees to comply with every requirement and stipulation therein contained.

3.1.3. Furnish all tools, equipment, materials and supplies and to do all the work above mentioned in a first-class, substantial and workmanlike manner, and in conformity with the detail for said work on file in the office of the Project Manager and strictly in accordance with the Contract Documents.

3.1.4. CONTRACTOR shall furnish each subcontractor or material supplier with a copy of their Public Construction Bond within five (5) days of subcontractors' work or material supplying and shall maintain records to establish that notice. A copy of said notice shall be provided to the CITY's Project Manager at time of issuance.

3.1.5. Guarantee all work and materials for five (5) years or 1,500 hours, whichever occurs first from the date of the system start up, as set forth in the General Conditions for Construction GC-24, WARRANTY.

3.1.6. Pay promptly, before final settlement, any and all claims or liens by subcontractors or material suppliers, incurred in and about this work.

3.1.7. Remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways and adjacent property that may have been used or worked on by the CONTRACTOR in connection with the Project promptly as such section or portion is completed and ready for use, leaving the same in a neat and presentable condition.

3.1.8. Observe and comply with the provisions of the charter, ordinances, codes and regulations of the City of Wilton Manors, Florida.

3.1.9. Obtain written approval from the CITY of all subcontractors not disclosed in the Contractor's bid document.

3.1.10. Perform such other tasks as set forth in the Contract Documents.

3.1.11. Shall provide all required bonds, insurance certificates and any other required security for performance of the Project within ten (10) calendar days of the Award of the Project.

3.1.12. The CONTRACTOR will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at his own cost any damage or injury occurring from

any cause resulting from their acts or omissions, or the acts or omissions of their subcontractors or suppliers.

3.1.13. CONTRACTOR shall comply with the provisions of Section 2-59(b) of the Wilton Manors Code of Ordinances. CONTRACTOR shall require that all subcontractors comply with Section 2-59(b) of the Wilton Manors Code of Ordinances.

3.1.14. CONTRACTOR is (i) bound by the terms of the Grant Agreement, (ii) is bound by all applicable state and federal laws and regulations, and (iii) shall hold the Florida Division of Emergency Management and CITY harmless against all claims of whatever nature arising out of the CONTRACTOR's performance of work under this Contract, to the extent allowed and required by law.

4. CITY'S OBLIGATIONS

4.1. CITY shall provide a written Notice to Proceed.

4.2. Make timely payments for the work in accordance with the procedures and time frames set forth in the Contract Documents.

4.3. On satisfactory completion of the Project, provide a written final acceptance and payment for the entire Project.

5. COMMENCEMENT OF WORK

5.1. CONTRACTOR hereby agrees to commence work under this contract within (10) calendar days of the Commencement Date specified in the written "Notice to Proceed," and to achieve Substantial Completion without interruption within **120** calendar days thereafter and to achieve Final Completion without interruption within **150** calendar days thereafter.

5.2. Time is the essence of the contract. In the event the CONTRACTOR shall fail to timely commence the work following Notice to Proceed or fail in the performance of the work specified and required to be performed within the time limit set forth in the contract, after due allowance for any extension or extensions of time made in accordance with the Contract Documents, the CONTRACTOR shall be liable to the CITY, as liquidated damages, the amount stipulated in Section 6.0 herein below for each and every calendar day that the CONTRACTOR shall be in default of achieving certification of Substantial Completion.

5.3. CONTRACTOR shall notify the Project Manager in writing of any change in the names and addresses of each subcontractor proposed for principal parts of work, and any changes in subcontractors from those proposed in CONTRACTOR's bid proposal, and for such others as the Project Manager may direct, and shall not employ any that CITY may, within a reasonable time, object to as incompetent or as unfit.

6. LIQUIDATED DAMAGES

6.1. The CONTRACTOR further agrees to pay **$100.00** per day as liquidated damages, for failure to begin within ten (10) days of CITY's issuance of the "Notice to

Proceed", or failure to achieve Substantial Completion within **120** calendar days from the Commencement Date as indicated in the written "Notice to Proceed", or failure to achieve Final Completion within **150** calendar days from the Commencement Date, as indicated in the written "Notice to Proceed". The CITY shall have the right to deduct said liquidated damages from any amount due, or that may become due the CONTRACTOR, or to collect such liquidated damages from the CONTRACTOR or his Surety.

6.2. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within thirty (30) calendar days and prior to any request for Final Inspection, Testing and Acceptance as stated in the General Conditions for Construction GC-50, SUBSTANTIAL COMPLETION. If the Substantial Completion punch list items have not been corrected by the CONTRACTOR within the thirty (30) calendar day period, at the discretion of the Project Manager, Liquidated Damages may be applied as described in Section 6 above.

7. PROTECTION OF EXISTING FACILITIES AND WORK IN PROGRESS

7.1. The CONTRACTOR warrants that quoted prices include the protection and continuous use of all existing work in process, property or operations of the CITY.

8. INDEMNIFICATION

8.1. The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, servants, or employees in the performance of services under this Agreement.

8.2. CONTRACTOR shall indemnify and save harmless and defend CITY, its agents, servants and employees from against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the CITY, its agents, servants or employees arising from this contract or its performance. The CONTRACTOR and the CITY hereby agree and covenant that the CONTRACTOR has incorporated in this original bid, which constitutes the Contract sum payable by the CITY to the CONTRACTOR, specific additional consideration in the amount of twenty-five dollars ($25.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Contract shall in no event be less than $1 million per occurrence or no more than the limits of insurance required of the CONTRACTOR by the Contract, whichever is greater. It is the CITY'S and CONTRACTOR'S full intention that this provision shall be enforceable and said provision shall be in compliance with §725.06, Florida Statute.

8.3. The execution of this Agreement by the CONTRACTOR shall obligate CONTRACTOR to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in the General Conditions for Construction.

However, the indemnification provision, and the insurance provision contained in the General Conditions for Construction are not interdependent of each other, but rather each one is separate and distinct from the other.

8.4. The obligation of the CONTRACTOR to indemnify the CITY is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the CITY or the CONTRACTOR.

9. PAYMENT BY CITY

9.1. The CITY agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions as provided in the Contract Documents.

10. CHANGES IN THE WORK

10.1. The CITY, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered. Changes in the work must be processed as set forth in the General Conditions for Construction GC-46, FIELD CHANGE DIRECTIVES/CHANGE ORDERS.

10.2. All change orders and adjustments shall be in writing and approved by the Project Manager, otherwise, no claim for extras will be allowed.

10.3. Claim of payment for extra work shall be submitted by the CONTRACTOR upon certified statement supported by receipted bills. Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

10.4. TARIFF-RELATED COST ADJUSTMENTS
CONTRACTOR acknowledges that all prices quoted and agreed upon herein are inclusive of any existing or anticipated tariffs, duties, taxes, or similar levies. In the event CONTRACTOR seeks to impose additional fees due to newly imposed tariffs, such requests shall not be honored unless CONTRACTOR provides clear and convincing documentation that:

(a) The affected goods were procured after the implementation date of the tariff in question;
(b) The Contractor submits official government or Customs documentation clearly evidencing the imposed tariff and the applicable tariff rate;
(c) The Contractor provides verifiable proof (e.g., dated purchase orders, supplier invoices) showing the purchase date and country of origin of the goods; and
(d) The Contractor certifies that a good-faith effort was made to source the same or substantially similar items from countries not subject to such tariffs and provides documentation demonstrating such efforts.

Failure to provide adequate and verifiable documentation, as determined solely by the Owner, shall result in denial of the tariff-related fee request. This clause shall not be construed as a guarantee or acceptance of any surcharge due to tariffs unless fully compliant with the above conditions.

11. INSURANCE

11.1. The Contractor shall obtain and maintain insurance as set forth in the General Conditions for Construction GC-27, INSURANCE.

12. CONTRACT CONTROLS

12.1. This Contract must be construed with all other Contract Documents, a master set of which shall be maintained by the City Clerk of the CITY. In the event of a dispute, only the master set of documents, or copies thereof certified by the City Clerk, shall be used as evidence.

12.2. In the event of a conflict between the requirements or specifications set forth in the Contract Documents, the conflict shall be resolved by written interpretation by the CITY, or its representatives as set forth in the General Conditions for Construction GC-17, CONTRACT INTERPRETATION. In reconciling conflicting provisions of the Contract Documents, the Contract shall have the greatest weight, followed by the General Conditions for Construction and finally by the balance of the Contract Documents.

13. TIME OF ESSENCE

13.1. Inasmuch as the provisions of the Contract Documents relating to the times of performance and completion of the work are for the purpose of enabling the CITY to complete the construction of a public improvement in accordance with a predetermined program, all such time limits are of the essence of the Contract.

14. REMEDY FOR DELAY

14.1. In the event of any delay in the Project caused by any act or omission of the CITY, its agents or employees, by the act or omission of any other party other than the CONTRACTOR, their agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to CONTRACTOR shall be by extension of the time allocated to complete the Project.

14.2. NO MONETARY DAMAGES SHALL BE CLAIMED OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY DELAY IN THE PROJECT CAUSED BY AN ACT OR OMISSION OF THE CITY, ITS AGENTS OR EMPLOYEES. CONTRACTOR ACKNOWLEDGES THIS LIMITATION ON RECOVERY AND ASSUMES ALL MONETARY RISK ASSOCIATED WITH THIS LIMITATION.

CONTRACTOR hereby acknowledges that they have read and understand the above provision.

SM **INITIALS**

14.3. Failure on the part of CONTRACTOR to timely process a request for an extension of time to complete the work shall constitute a waiver by CONTRACTOR and CONTRACTOR shall be held responsible for completing the work within the time allocated by this contract.

14.4. All requests for extension of time to complete the work shall be made in accordance with the General Conditions for Construction GC-23, EXTENSION OF TIME/NO DAMAGES FOR DELAY.

14.5. For the purpose of this section, the phrase "the CITY, its agents and employees" shall include but shall not be limited to the Project Manager.

15. DISPUTES

15.1. Disputes shall be resolved as set forth in the General Conditions for Construction GC-18, DISPUTES.

16. MISCELLANEOUS

16.1. Iron and Steel Products. If this Contract is for a "public works project" as defined in §255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the Project must be produced in the United States, unless specifically exempted in writing by the Project Manager in accordance with §255.0993, Florida Statutes.

16.2. If the value of this Agreement is $100,000 or more, CONTRACTOR shall disclose to CITY any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in §286.101, Florida Statutes, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant or proposing any contract, CONTRACTOR must also provide a copy of such disclosure to the Department of Financial Services.

16.3. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by CONTRACTOR in connection with performing the Project, whether finished or unfinished ("Documents and Work"), shall be owned by CITY, and CONTRACTOR hereby transfers to CITY all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days after expiration or termination.

16.4. Prohibited Telecommunications. CONTRACTOR represents and certifies that CONTRACTOR and all Subcontractors do not use, and for the Term will not provide

or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

16.5. Regulatory Capacity. Notwithstanding the fact that CITY is a political subdivision with certain regulatory authority, CITY's performance under this Agreement is as a party to this Agreement and not in its regulatory capacity. If CITY exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to CITY's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to CITY as a party to this Agreement.

16.6. Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either party nor shall anything included herein be construed as consent by either party to be sued by a third party in any matter arising out of this Agreement.

16.7. Conflicts. Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of CONTRACTOR's officers or employees shall serve as an expert witness against CITY in any legal or administrative proceeding in which they or CONTRACTOR is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding.

16.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the party granting the waiver.

16.9. Use of Parties' Logo. The Parties shall not use each other's name or logo in marketing or publicity materials without prior written consent from the other party. Consent to use the CITY's logo may be provided by the Project Manager.

16.10. Joint Preparation. Preparation of this Contract has been a joint effort of CITY and CONTRACTOR and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

16.11. Facsimile or Electronic Signature Deemed Original and Counterparts. This Contract and any amendment or addendum thereto, may be executed and distributed by facsimile or electronically by pdf and a copy of the Contract executed and distributed by facsimile or electronically by pdf shall be deemed an original for all purposes. The Contract and any amendment or addendum thereto may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that signatures by facsimile and/or .pdf are acceptable and binding.

16.12. **Waiver of Jury Trial. CITY AND CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE CITY IN ENTERING INTO THIS AGREEMENT, THAT THE CITY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THIS JURY TRIAL WAIVER, AND THAT CONTRACTOR FULLY UNDERSTANDS THIS WAIVER AND HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER.**

17. PUBLIC RECORDS

17.1. The CITY is a public agency subject to Chapter 119, Florida Statutes, as may be amended from time to time. Notwithstanding anything contained herein to the contrary, the CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

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

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

IN WITNESS WHEREOF, the CITY has caused these presents to be signed by its City Mayor, attested to by the City Clerk with the Corporate Seal of the said CITY and the CONTRACTOR has executed these presents the day and year herein before written.

ATTEST:

ELIZABETH BECKFORD, MMC
CITY CLERK

APPROVED AS TO FORM

/s/ Kerry L. Ezrol
KERRY L. EZROL
CITY ATTORNEY

CITY

BY: _____
SCOTT NEWTON, MAYOR

DATE: _____

CONTRACTOR

CAVAN ELECTRIC, INC., a Florida corporation

WITNESSES:

_____
Joshua Crews
Print Name

_____
Jennifer R. Grecco
Print Name

BY: Santo Marino
Santo Marino, Jr.
President

STATE OF Florida)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 18 day of May, 2026 by Santo Marino, Jr., as President of CAVAN ELECTRIC, INC., a Florida corporation, on behalf of the corporation, ☑ who is personally known to me or ☐ has produced _____ as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this 18 day of May, 2026.

(SEAL)

_____
NOTARY PUBLIC

RAVEN SCHROER
Commission # HH 798957
Expires May 4, 2030

4903-9461-3928, v. 1

ITB # 2026-02 Hagen Park Generator

Bid Package

1c-ITB-2026-02-Hagen-Park-Generator-

Attachment 1: General Conditions for Construction

Attachment-1---General-Conditions-for-Construction

Attachment 2: Federally-Funded Subaward and Grant Agreement

4709-014-R - 1st Legal Review - 07-14-2025.pdf

Addendum No. 1

2d-Addendum-No-1-2026-02

Addendum No. 2

2d-Addendum-No-2-2026-02

Best & Final Bid Response

3b-2025-02-Proposal---Cavan-Electric-Inc

Evaluation Summary

4a-Evaluator-Summary-Form---2026-02

Client#: 1792028 CRGEN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lisa Keelor
USI Insurance Services, LLC 4600 Touchton Rd Building 100, Suite 275 Jacksonville, FL 32246	PHONE (A/C, No, Ext): 904-450-4715 FAX (A/C, No): E-MAIL ADDRESS: lisa.keelor@usi.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
C & R General Contractors, Inc. *SEE BELOW LIST OF NAMED INSUREDS* 2201 Edison Avenue Jacksonville, FL 32204	INSURER A : Continental Insurance Company	35289
	INSURER B : Valley Forge Insurance Company	20508
	INSURER C : Crum & Forster Specialty Insurance Co.	44520
	INSURER D : National Fire Insurance Co. of Hartford	20478
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	7036808732	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$2,000,000 $100,000 $15,000 $2,000,000 $4,000,000 $4,000,000 $5,000
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	7036808729	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			7036808715	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC736808746	07/01/2025	07/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Profess/Pollution			PKC122178	07/01/2025	07/01/2026	$2mill Occ/$5mill Agg	
A	Rented/Leased Equ			7036808732	07/01/2025	07/01/2026	$100k/Item-$250k Agg	

Master Only.
Not valid without Certificate
Holder information.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage applies to the following list of Named Insureds:
C & R General Contractors, Inc.; CAVAN Electric, Inc.; Ecotech Environmental Services, Inc.; Universal Petroleum Services, Inc.; In Vent, Inc. Blanket Additional Insured endorsement and Blanket Waiver of Subrogation applies to General and Auto Liability coverages where required by written contract. Blanket Waiver of Subrogation applies to Workers' Compensation coverage where required by written contract. General
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, May 26, 2026

From: Carol Conol, Finance Director
Prepared by: Carol Conol

(a) Subject: **Resolution No. 2026-033:** *(Community Development Services/Finance)*
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE AN AGREEMENT WITH CAVAN ELECTRIC, INC. FOR THE FIRE STATION GENERATOR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

(b) City Manager Recommendation:

(c) Report In Brief: Approval of Resolution No. 2026-033 will authorize the City to execute an agreement with Cavan Electric, Inc. to provide and install a new emergency generator at Fire Station 16.

(d) Discussion:

The City issued Invitation to Bid (ITB) No. 2026-033 for the purchase and installation of a new emergency generator at Fire Station 16. The project is intended to enhance the resiliency and operational continuity of Fire Station 16 by ensuring an uninterrupted power supply during emergency situations and power outages.

The City Engineer, Chen Moore and Associates, was tasked with preparing the technical specifications for the project and assisting staff with the review and evaluation of the bids received in response to the solicitation.

The City received three (3) bids in response to ITB No. 2026-03. Following the review of the bids submitted, the lowest and most responsive and responsible bidder became non-responsive and subsequently withdrew its proposal from consideration.

Staff subsequently reviewed the second-lowest bid and conducted a detailed evaluation of the bidder's qualifications, experience, and references. Based on the bid review and results of reference checks, staff determined that Cavan Electric, Inc. demonstrated the qualifications, experience, and capacity necessary to successfully perform the required work and satisfy the City's project requirements.

(e) **Strategic Plan Consistency:** Goal C: Enhance Quality of Life and Livability

(f) **Concurrences:** Community Development Services Director

(g) **Fiscal Impact:** Funding for the purchase and installation of the emergency generator at Fire Station 16 is included in the approved FY2026 budget within the Fire Fund in the amount of $126,307.

(h) **Alternatives:**

(i) **Attachments:**
1. 2026-033 RESO with Cavan for Fire Station Generator
2. Fire Station Generator - Signed
3. COI
4. Links to ITB

RESOLUTION NO. 2026-033

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE AN AGREEMENT WITH CAVAN ELECTRIC, INC. FOR THE FIRE STATION GENERATOR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 18, 2025, the City issued an Invitation for Bids identified by the following bid title and bid number and commonly referred to as: Fire Station Generator, ITB# 2026-03 ("ITB"); and

WHEREAS, on December 17, 2025, the City issued Addendum No. 1 to the ITB; and

WHEREAS, on December 17, 2025 [*sic*], the CITY issued Addendum No. 2 to the ITB (the ITB, Addendum No. 1, and Addendum No. 2 are collectively referred to hereinafter as the "ITB"); and

WHEREAS, Cavan Electric, Inc., in compliance with the bidding requirements announced by the City, submitted a bid on January 27, 2026; and

WHEREAS, BO's Electric withdrew its bid; and

WHEREAS, on April 21, 2026, in accordance with the bidding requirements announced in the ITB, the City's Finance Department ranked Cavan Electric, Inc. as having submitted the lowest, responsive, and responsible bid, and recommended that the City enter into an Agreement with Cavan Electric, Inc.; and

WHEREAS, the City Commission designates Cavan Electric, Inc. as having submitted the lowest, responsive, and responsible bid and authorizes the execution of the Agreement; and

WHEREAS, the City Commission of the City of Wilton Manors deems it in the best interests of the public to enter into an Agreement with Cavan Electric, Inc. for the Fire Station Generator.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THAT:

Section 1. The "WHEREAS" clauses set forth above are true and correct and are incorporated herein by this reference.

Section 2. The City Commission of the City of Wilton Manors hereby approves the terms and conditions of the Agreement with Cavan Electric, Inc.; said Agreement having been submitted for consideration to the City Commission in written form.

Section 3. The proper City Officials of the City of Wilton Manors are hereby authorized and directed to execute said Agreement.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

THE REMAINDER OF THIS PAGE HAS
BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS _____ DAY OF MAY, 2026.

CITY OF WILTON MANORS, FLORIDA

By:_____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH
GARCIA-BECKFORD, MMC
CITY CLERK

RECORD OF COMMISSION VOTE

MAYOR NEWTON	_____
VICE MAYOR CAPUTO	_____
COMMISSIONER BRACCHI	_____
COMMISSIONER D'ARMINIO	_____
COMMISSIONER ROLLI	_____

I HEREBY CERTIFY that I have approved the form of this Resolution.

/s/ *Kerry L. Ezrol*
KERRY L. EZROL
CITY ATTORNEY

CITY OF WILTON MANORS, FLORIDA
CONTRACT FOR CONSTRUCTION SERVICES

THIS CONTRACT, made and entered into this _____ day of _____ 2026, by and between the CITY OF WILTON MANORS, a municipal corporation of Florida, hereinafter called the "CITY" or "OWNER" and CAVAN ELECTRIC, INC.,

a Florida Corporation	(X)	Check One
a Florida General Partnership	( )	
a Florida Limited Partnership	( )	
a Sole Proprietor	( )	

hereinafter called "CONTRACTOR".

CITY and CONTRACTOR may each be referred to herein as Party and collectively as Parties.

WITNESSETH

WHEREAS, The CITY has heretofore invited bids for a CITY construction Project ("Project") identified by the bid title, bid number and Project number listed above and commonly referred to as:

Fire Station Generator
ITB# 2026-03 ("ITB")

WHEREAS, on December 17, 2025, the CITY issued Addendum No. 1 to the ITB; and

WHEREAS, on December 17, 2025 [sic], the CITY issued Addendum No. 2 to the ITB (the ITB, Addendum No. 1, and Addendum No. 2 are collectively referred to hereinafter as the "ITB"); and

WHEREAS, CONTRACTOR, in compliance with the bidding requirements announced by the CITY, submitted a bid on January 27, 2026, for the total bid amount of $126,307.00; and

WHEREAS, on April 21, 2026, in accordance with the bidding requirements announced in the ITB, the CITY's Finance Department ranked CONTRACTOR number 1 as having submitted the bid that was the lowest, responsive, and responsible, and recommended that the CITY move forward with contract negotiations with CONTRACTOR; and

WHEREAS, the Parties agree that the Project is scheduled to achieve Substantial Completion without interruption within one hundred and twenty (120) calendar days, and Final Completion within one hundred and fifty (150) calendar days as specified in the Notice to Proceed, subject to CITY approved time extensions; and

WHEREAS, the CITY Commission designated CONTRACTOR as having submitted the lowest, responsible and responsive bid and authorized the execution of this Agreement; and,

NOW, THEREFORE, in consideration of these premises and the mutual conditions and covenants contained herein, the parties agree as follows:

1. AGREEMENT

1.1. The Parties agree that:

1.1.1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this reference.

1.1.2. The CITY does hire and employ the CONTRACTOR to provide construction services for completion of the Project.

1.1.3. The CONTRACTOR does accept this Contract and does agree to furnish the necessary labor, tools, equipment, materials and supplies, etc., and to complete the Project by performing all the work as set forth in the Contract and the Contract Documents for the price and amounts set forth in Contractor's bid.

1.1.4. Contractor is an independent contractor as that term is set forth in the General Conditions for Construction GC-2, INDEPENDENT CONTRACTOR.

1.1.5. Unless otherwise provided, all time frames referenced in all Contract Documents shall be calendar days.

2. SCOPE OF SERVICES

2.1. The Project consists of those improvements described and set forth in the Contract Documents.

2.2. The "Contract Documents" are the compilation of the following individual documents:

2.2.1. Invitation to Bid
2.2.2. Instructions for Bidders
2.2.3. Bid Proposal
2.2.4. Bid Bond
2.2.5. Attachment 1: General Conditions for Construction (GC) – all references to "GC" shall be to section numbers
2.2.6. Construction Contract
2.2.7. Certificate of Insurance
2.2.8. Public Construction Bond
2.2.9. Addenda
2.2.10. Written directives or interpretations
2.2.11. Manufacturers warranties

3. OBLIGATIONS OF CONTRACTOR

3.1. CONTRACTOR shall:

3.1.1. Furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete

said Project in accordance with the conditions and prices as stated in the Contract Documents.

3.1.2. Perform all the work and labor pursuant to this contract and all of the materials furnished shall be in strict conformity with the Contract Documents. CONTRACTOR further accepts and consents to the conditions contained in said Contract Documents and expressly agrees to comply with every requirement and stipulation therein contained.

3.1.3. Furnish all tools, equipment, materials and supplies and to do all the work above mentioned in a first-class, substantial and workmanlike manner, and in conformity with the detail for said work on file in the office of the Project Manager and strictly in accordance with the Contract Documents.

3.1.4. CONTRACTOR shall furnish each subcontractor or material supplier with a copy of their Public Construction Bond within five (5) days of subcontractors' work or material supplying and shall maintain records to establish that notice. A copy of said notice shall be provided to the CITY's Project Manager at time of issuance.

3.1.5. Guarantee all work and materials for five (5) years or 1,500 hours, whichever occurs first from the date of the system start up, as set forth in the General Conditions for Construction GC-24, WARRANTY.

3.1.6. Pay promptly, before final settlement, any and all claims or liens by subcontractors or material suppliers, incurred in and about this work.

3.1.7. Remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways and adjacent property that may have been used or worked on by the CONTRACTOR in connection with the Project promptly as such section or portion is completed and ready for use, leaving the same in a neat and presentable condition.

3.1.8. Observe and comply with the provisions of the charter, ordinances, codes and regulations of the City of Wilton Manors, Florida.

3.1.9. Obtain written approval from the CITY of all subcontractors not disclosed in the Contractor's bid document.

3.1.10. Perform such other tasks as set forth in the Contract Documents.

3.1.11. Shall provide all required bonds, insurance certificates and any other required security for performance of the Project within ten (10) calendar days of the Award of the Project.

3.1.12. The CONTRACTOR will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at his own cost any damage or injury occurring from any cause resulting from their acts or omissions, or the acts or omissions of their subcontractors or suppliers.

3.1.13. CONTRACTOR shall comply with the provisions of Section 2-59(b) of the Wilton Manors Code of Ordinances. CONTRACTOR shall require that all

subcontractors comply with Section 2-59(b) of the Wilton Manors Code of Ordinances.

4. CITY'S OBLIGATIONS

4.1. CITY shall provide a written Notice to Proceed.

4.2. Make timely payments for the work in accordance with the procedures and time frames set forth in the Contract Documents.

4.3. On satisfactory completion of the Project, provide a written final acceptance and payment for the entire Project.

5. COMMENCEMENT OF WORK

5.1. CONTRACTOR hereby agrees to commence work under this contract within (10) calendar days of the Commencement Date specified in the written "Notice to Proceed," and to achieve Substantial Completion without interruption within **120** calendar days thereafter and to achieve Final Completion without interruption within **150** calendar days thereafter.

5.2. Time is the essence of the contract. In the event the CONTRACTOR shall fail to timely commence the work following Notice to Proceed or fail in the performance of the work specified and required to be performed within the time limit set forth in the contract, after due allowance for any extension or extensions of time made in accordance with the Contract Documents, the CONTRACTOR shall be liable to the CITY, as liquidated damages, the amount stipulated in Section 6.0 herein below for each and every calendar day that the CONTRACTOR shall be in default of achieving certification of Substantial Completion.

5.3. CONTRACTOR shall notify the Project Manager in writing of any change in the names and addresses of each subcontractor proposed for principal parts of work, and any changes in subcontractors from those proposed in CONTRACTOR's bid proposal, and for such others as the Project Manager may direct, and shall not employ any that CITY may, within a reasonable time, object to as incompetent or as unfit.

6. LIQUIDATED DAMAGES

6.1. The CONTRACTOR further agrees to pay **$100.00** per day as liquidated damages, for failure to begin within ten (10) days of CITY's issuance of the "Notice to Proceed", or failure to achieve Substantial Completion within **120** calendar days from the Commencement Date as indicated in the written "Notice to Proceed", or failure to achieve Final Completion within **150** calendar days from the Commencement Date, as indicated in the written "Notice to Proceed". The CITY shall have the right to deduct said liquidated damages from any amount due, or that may become due the CONTRACTOR, or to collect such liquidated damages from the CONTRACTOR or his Surety.

6.2. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within thirty (30) calendar days and prior to any request for Final Inspection, Testing and Acceptance as stated in the General Conditions for Construction GC-50, SUBSTANTIAL COMPLETION. If the

Substantial Completion punch list items have not been corrected by the CONTRACTOR within the thirty (30) calendar day period, at the discretion of the Project Manager, Liquidated Damages may be applied as described in Section 6 above.

7. PROTECTION OF EXISTING FACILITIES AND WORK IN PROGRESS

7.1. The CONTRACTOR warrants that quoted prices include the protection and continuous use of all existing work in process, property or operations of the CITY.

8. INDEMNIFICATION

8.1. The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, servants, or employees in the performance of services under this Agreement.

8.2. CONTRACTOR shall indemnify and save harmless and defend CITY, its agents, servants and employees from against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the CITY, its agents, servants or employees arising from this contract or its performance. The CONTRACTOR and the CITY hereby agree and covenant that the CONTRACTOR has incorporated in this original bid, which constitutes the Contract sum payable by the CITY to the CONTRACTOR, specific additional consideration in the amount of twenty-five dollars ($25.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Contract shall in no event be less than $1 million per occurrence or no more than the limits of insurance required of the CONTRACTOR by the Contract, whichever is greater. It is the CITY'S and CONTRACTOR'S full intention that this provision shall be enforceable and said provision shall be in compliance with §725.06, Florida Statute.

8.3. The execution of this Agreement by the CONTRACTOR shall obligate CONTRACTOR to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in the General Conditions for Construction. However, the indemnification provision, and the insurance provision contained in the General Conditions for Construction are not interdependent of each other, but rather each one is separate and distinct from the other.

8.4. The obligation of the CONTRACTOR to indemnify the CITY is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the CITY or the CONTRACTOR.

9. PAYMENT BY CITY

9.1. The CITY agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions as provided in the Contract Documents.

10. CHANGES IN THE WORK

10.1. The CITY, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered. Changes in the work must be processed as set forth in the General Conditions for Construction GC-46, FIELD CHANGE DIRECTIVES/CHANGE ORDERS.

10.2. All change orders and adjustments shall be in writing and approved by the Project Manager, otherwise, no claim for extras will be allowed.

10.3. Claim of payment for extra work shall be submitted by the CONTRACTOR upon certified statement supported by receipted bills. Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

10.4. TARIFF-RELATED COST ADJUSTMENTS
CONTRACTOR acknowledges that all prices quoted and agreed upon herein are inclusive of any existing or anticipated tariffs, duties, taxes, or similar levies. In the event CONTRACTOR seeks to impose additional fees due to newly imposed tariffs, such requests shall not be honored unless CONTRACTOR provides clear and convincing documentation that:

(a) The affected goods were procured after the implementation date of the tariff in question;
(b) The Contractor submits official government or Customs documentation clearly evidencing the imposed tariff and the applicable tariff rate;
(c) The Contractor provides verifiable proof (e.g., dated purchase orders, supplier invoices) showing the purchase date and country of origin of the goods; and
(d) The Contractor certifies that a good-faith effort was made to source the same or substantially similar items from countries not subject to such tariffs, and provides documentation demonstrating such efforts.

Failure to provide adequate and verifiable documentation, as determined solely by the Owner, shall result in denial of the tariff-related fee request. This clause shall not be construed as a guarantee or acceptance of any surcharge due to tariffs unless fully compliant with the above conditions.

11. INSURANCE

11.1. The Contractor shall obtain and maintain insurance as set forth in the General Conditions for Construction GC-27, INSURANCE.

12. CONTRACT CONTROLS

12.1. This Contract must be construed with all other Contract Documents, a master set of which shall be maintained by the City Clerk of the CITY. In the event of a

dispute, only the master set of documents, or copies thereof certified by the City Clerk, shall be used as evidence.

12.2. In the event of a conflict between the requirements or specifications set forth in the Contract Documents, the conflict shall be resolved by written interpretation by the CITY, or its representatives as set forth in the General Conditions for Construction GC-17, CONTRACT INTERPRETATION. In reconciling conflicting provisions of the Contract Documents, the Contract shall have the greatest weight, followed by the General Conditions for Construction and finally by the balance of the Contract Documents.

13. TIME OF ESSENCE

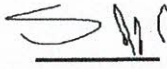
13.1. Inasmuch as the provisions of the Contract Documents relating to the times of performance and completion of the work are for the purpose of enabling the CITY to complete the construction of a public improvement in accordance with a predetermined program, all such time limits are of the essence of the Contract.

14. REMEDY FOR DELAY

14.1. In the event of any delay in the Project caused by any act or omission of the CITY, its agents or employees, by the act or omission of any other party other than the CONTRACTOR, their agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to CONTRACTOR shall be by extension of the time allocated to complete the Project.

14.2. NO MONETARY DAMAGES SHALL BE CLAIMED OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY DELAY IN THE PROJECT CAUSED BY AN ACT OR OMISSION OF THE CITY, ITS AGENTS OR EMPLOYEES. CONTRACTOR ACKNOWLEDGES THIS LIMITATION ON RECOVERY AND ASSUMES ALL MONETARY RISK ASSOCIATED WITH THIS LIMITATION.

CONTRACTOR hereby acknowledges that they have read and understand the above provision.



INITIALS

14.3. Failure on the part of CONTRACTOR to timely process a request for an extension of time to complete the work shall constitute a waiver by CONTRACTOR and CONTRACTOR shall be held responsible for completing the work within the time allocated by this contract.

14.4. All requests for extension of time to complete the work shall be made in accordance with the General Conditions for Construction GC-23, EXTENSION OF TIME/NO DAMAGES FOR DELAY.

14.5. For the purpose of this section, the phrase "the CITY, its agents and employees" shall include but shall not be limited to the Project Manager.

15. DISPUTES

15.1. Disputes shall be resolved as set forth in the General Conditions for Construction GC-18, DISPUTES.

16. MISCELLANEOUS

16.1. Iron and Steel Products. If this Contract is for a "public works project" as defined in §255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the Project must be produced in the United States, unless specifically exempted in writing by the Project Manager in accordance with §255.0993, Florida Statutes.

16.2. If the value of this Agreement is $100,000 or more, CONTRACTOR shall disclose to CITY any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in §286.101, Florida Statutes, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant or proposing any contract, CONTRACTOR must also provide a copy of such disclosure to the Department of Financial Services.

16.3. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by CONTRACTOR in connection with performing the Project, whether finished or unfinished ("Documents and Work"), shall be owned by CITY, and CONTRACTOR hereby transfers to CITY all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days after expiration or termination.

16.4. Prohibited Telecommunications. CONTRACTOR represents and certifies that CONTRACTOR and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

16.5. Regulatory Capacity. Notwithstanding the fact that CITY is a political subdivision with certain regulatory authority, CITY's performance under this Agreement is as a party to this Agreement and not in its regulatory capacity. If CITY exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to CITY's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to CITY as a party to this Agreement.

16.6. Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either party nor shall anything included herein be construed as consent by either party to be sued by a third party in any matter arising out of this Agreement.

16.7. Conflicts. Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of CONTRACTOR's officers or employees shall serve as an expert witness against CITY in any legal or administrative proceeding in which they or CONTRACTOR is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding.

16.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the party granting the waiver.

16.9. Use of Parties' Logo. The Parties shall not use each other's name or logo in marketing or publicity materials without prior written consent from the other party. Consent to use the CITY's logo may be provided by the Project Manager.

16.10. Joint Preparation. Preparation of this Contract has been a joint effort of CITY and CONTRACTOR and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

16.11. Facsimile or Electronic Signature Deemed Original and Counterparts. This Contract and any amendment or addendum thereto, may be executed and distributed by facsimile or electronically by pdf and a copy of the Contract executed and distributed by facsimile or electronically by pdf shall be deemed an original for all purposes. The Contract and any amendment or addendum thereto may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that signatures by facsimile and/or .pdf are acceptable and binding.

16.12. **Waiver of Jury Trial. CITY AND CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE CITY IN ENTERING INTO THIS AGREEMENT, THAT THE CITY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THIS JURY TRIAL WAIVER, AND THAT CONTRACTOR FULLY UNDERSTANDS THIS WAIVER AND HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER.**

17. PUBLIC RECORDS

17.1. The CITY is a public agency subject to Chapter 119, Florida Statutes, as may be amended from time to time. Notwithstanding anything contained herein to the contrary, the CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

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

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

17.1.3. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. To the extent feasible and permitted under applicable law, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRATOR transfers the records in its possession to the CITY;

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

IN WITNESS WHEREOF, the CITY has caused these presents to be signed by its City Mayor, attested to by the City Clerk with the Corporate Seal of the said CITY and the CONTRACTOR has executed these presents the day and year herein before written.

ATTEST:

ELIZABETH BECKFORD, MMC
CITY CLERK

APPROVED AS TO FORM

/s/ Kerry L. Ezrol
KERRY L. EZROL
CITY ATTORNEY

CITY

BY: _____
SCOTT NEWTON, MAYOR

DATE: _____

CONTRACTOR

CAVAN ELECTRIC, INC., a Florida corporation

WITNESSES:

Alicia Dubyak
Alicia Dubyak
Print Name

Denise Rodriguez
Print Name

BY: Santo Marino
Santo Marino, Jr.
President

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15th day of May, 2026 by Santo Marino, Jr., as President of CAVAN ELECTRIC, INC., a Florida corporation, on behalf of the corporation, ☑ who is personally known to me or ☐ has produced _____ as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this 15th day of May, 2026.

(SEAL)

Jennifer R. Grecco
NOTARY PUBLIC

JENNIFER R. GRECCO
Commission # HH 621062
Expires January 2, 2029

4919-0397-3800, v. 1

Client#: 1792028 CRGEN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
4600 Touchton Rd
Building 100, Suite 275
Jacksonville, FL 32246

CONTACT NAME: Lisa Keelor
PHONE (A/C, No, Ext): 904-450-4715 FAX (A/C, No):
E-MAIL ADDRESS: lisa.keelor@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : Valley Forge Insurance Company	20508
INSURER C : Crum & Forster Specialty Insurance Co.	44520
INSURER D : National Fire Insurance Co. of Hartford	20478
INSURER E :	
INSURER F :	

INSURED
C & R General Contractors, Inc.
SEE BELOW LIST OF NAMED INSUREDS
2201 Edison Avenue
Jacksonville, FL 32204

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	7036808732	07/01/2025	07/01/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:						Deductible	$5,000
D	AUTOMOBILE LIABILITY	X	X	7036808729	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			7036808715	07/01/2025	07/01/2026	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	WC736808746	07/01/2025	07/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Profess/Pollution			PKC122178	07/01/2025	07/01/2026	$2mill Occ/$5mill Agg	
A	Rented/Leased Equ			7036808732	07/01/2025	07/01/2026	$100k/Item-$250k Agg	

Master Only
Not valid without Certificate
Holder information.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage applies to the following list of Named Insureds:
C & R General Contractors, Inc.; CAVAN Electric, Inc.; Ecotech Environmental Services, Inc.; Universal Petroleum Services, Inc.; In Vent, Inc. Blanket Additional Insured endorsement and Blanket Waiver of Subrogation applies to General and Auto Liability coverages where required by written contract. Blanket Waiver of Subrogation applies to Workers' Compensation coverage where required by written contract. General
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ITB # 2026-03 Fire Station Generator

Bid Package

1b-ITB-2026-03-Fire-Station-Generator

Attachment 1: General Conditions for Construction

Attachment-1

Addendum No. 1

Addendum-No1-2026-03

Addendum No. 2

2d-Addendum-No-2-2026-03

Best & Final Bid Response

3b-2026-03-Proposal---Cavan-Electric-Inc

Evaluation Summary

4a-Evaluator-Summary-Form---2026-03

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, May 26, 2026

From: Gary Blocker, Chief of Police
Prepared by: Laurel Sheley

(a) Subject: Motion to approve the purchase of two (2) unmarked police vehicles for the Police Department.

(b) City Manager Recommendation: Recommend Approval

(c) Report In Brief: Approval of this item will authorize the Wilton Manors Police Department to proceed with the purchase of two (2) available 2025 Toyota RAV4 unmarked vehicles provided for in the Fiscal Year 2025-26 Capital Budget.

(d) Discussion:

The Police Department seeks Commission approval for the purchase of two (2) 2025 Toyota RAV4 LE vehicles at a total of $60,364.00. The proposed vehicles are LE trim models, representing the manufacturer's standard configuration, and were selected as the most cost-effective option that meets operational and safety requirements. These vehicles will be assigned to the Detective Bureau and will replace two (2) unmarked vehicles that have reached the end of their useful lifespan due to model year, mileage, crash history, mechanical condition and overall appearance.

Projected vehicles to be replaced are a 2017 Ford Explorer (VIN #1FM5K7B87HGC25851) and a 2017 Ford Fusion (VIN #3FA6POLU8JR125209). This purchase complies with the City's current vehicle capital replacement plan, and includes a standard factory 36-month/36,000-mile basic coverage and 60-month/60,000-mile powertrain and safety restraint warranties. Attachments include detailed quotations from Village Cadillac Toyota, and specifications for the standard LE front-wheel drive model.

If approved, the Police Department will proceed with the immediate purchase of two (2) 2025 Toyota RAV4 from Village Cadillac Toyota, that are readily available for purchase and delivery. Securing the 2025 models will help ensure the vehicles will be outfitted and ready for service by early summer 2026.

If approved for purchase, both vehicles will be procured under the Hillsborough County Sheriff's Office Florida Sheriffs Association (FSA) Cooperative Purchasing Program, Host Contract FSA-HCS-AVP1.0: Assorted Vehicle Procurement. The contract is available to

eligible state and local government agencies from October 28, 2024, through October 27, 2028, and ensures compliance with all FSA contractual terms and conditions. Village Cadillac Toyota is one of the 17 vendors awarded under this Host Sheriff Procurement Contract in accordance with Chapter 30 and Chapter 163, Florida Statutes, and best practices articulated in Chapter 287, Florida Statutes.

(e) Strategic Plan Consistency: Goal C. Enhance Quality of Life and Livability
Objective 2. Support Proactive Public Safety

(f) Concurrences:

(g) Fiscal Impact: Funding in the amount of $66,100 for this purchase was approved as part of the Fiscal Year 2025-26 budget for the replacement of two (2) unmarked police vehicles.

(h) Alternatives:

(i) Attachments:
1. Village Toyota 2025 RAV FSA Contract Quote_04.16.26
2. 2025 RAV4 Specs LE 2.5L FWD
3. HCSO Assorted Vehicle Procurement_FSA-HCS-AVP1.0_Exp 10.27.28
4. 2024-4-17-HCSO-FSA-MOA-Executed-For-distribution
5. HCSO ITB Document
6. Requsition 26-0349

Village Toyota

Create Date: 4/1/26

Vehicle Details:-2025 RAV4 LE 2.5L 4-Cyl. Engine Front-Wheel Drive | -JTMH1RFV0SD139533 • -4430J • -SD139533 • -SD139533

Transmitted by System-SET on 10/14/25 at 2:25 PM CT



Interior color	Exterior color	Tradeable
FB20 Black Fabric	01D6 -Silver Sky Metallic	No

Check Code	# of Cylinders	Transmission
undefined	4	Direct Shift 8-Speed Electronically Controlled automatic Transmission with intelligence (ECT-i) and sequential shift mode

Temp Serial Number	Order Number	Engine Number
S136CV75	000013546024	2.5L

Basics

PRICE	
Base MSRP *	
Total installed Packages & Accessories	$29,800.00
Delivery processing / handling	$679.00
Total SRP *	$1,420.00
	$31,899.00

Accessories

Type	Code	Installed By	Retail
-50 State Emissions	FE GT	FIO	$0.00
-Southeast Toyota Distributor	FP4000	LIO	$0.00
-Front Accent Lighting- Enhance your RAV4s look by adding front accent lights to the lower bumper. Fully integrated wiring makes for seamless usage with the vehicles standard DRLs (Daytime Running Lights). This accessory adds unique accent lighting for improved visibility and style.	LD1000	LIO	$529.00
-Mudguards- Help protect your paint finish from road debris and the damage it can cause. Blends seamlessly with exterior styling. Set includes four mudguards.	MG1000	LIO	$150.00
-6-Gallons of Gas	UF 60	LIO	$0.00

Total Accessory Weight: 4.3

Standard Options

Mechanical & Performance

-Capability: Hill Start Assist Control (HAC) • -Suspension: Independent MacPherson strut front suspension with stabilizer bar; multi-link rear suspension with stabilizer bar • -Body Construction: Reinforced unitized steel body • -Drive Modes: SPORT, Eco, and NORMAL drive modes • -Drivetrain: Front-Wheel Drive (FWD) • -Transmission: Direct Shift-8-speed Electronically Controlled automatic Transmission with intelligence (ECT-i) and sequential shift mode • -Steering: Electric Power Steering (EPS); power-assisted rack-and-pinion • -Tow Prep Equipment: 100-amp alternator • -Tow Prep Equipment: Automatic transmission fluid cooler • -Engine: Compression ratio: 13.0:1 • -Engine: Stop and Start Engine System (S&S) • -Engine: 2.5-Liter Dynamic Force 4-Cylinder DOHC D-4S Injection with Dual Variable Valve Timing with intelligence (VVT-i), with SPORT, Eco, NORMAL Modes, 203 hp @ 6,600 rpm; 184 lb.-ft. @ 5,000 rpm • -Engine: Emission rating: Ultra Low Emission Vehicle (ULEV) • -Engine: Induction system: (D-4S) Dual-Injection (Direct-Injection and Port-injection) EFI with Electronic Throttle Control System with intelligence (ETCS-i) • -Brakes: Active Cornering Assist (ACA) • -Brakes: Power-assisted ventilated 12.0-in. front disc brakes; ventilated 11.1-in. rear disc brakes

Exterior

-17-in. steel wheels with silver 6-spoke wheel covers • -LED Daytime Running Lights (DRL) • -Color-keyed upper front bumper, and black lower front bumper, overfenders and rear bumper • -Privacy glass on all rear side, quarter and liftgate windows • -Aerodynamic underbody panels with vortex generators, front and rear wheel spats, and integrated rear spoiler • -Dual chrome-tipped exhaust • -Intermittent windshield wipers and intermittent rear window wiper • -Black hexagon-patterned bar front grille • -Black power outside mirrors with folding feature • -LED projector low- and high-beam headlights with chrome accent, Automatic High Beams (AHB) • -Color-keyed outside door handles • -LED taillights • -Color-keyed roof-mounted shark-fin antenna

Interior

-Rear liftgate window defogger • -Fabric-trimmed seats; 6-way adjustable front driver's seat; 4-way adjustable front passenger seat with seatback pocket • -LED front-seat reading lights, dome light and cargo area light • -Height-adjustable rear cargo area deck board • -Passenger-side lockable glove compartment • -2 front and 2 rear cup holders; 2 front and 2 rear bottle holders • -Center console with covered storage compartment, two cup holders, drive mode, Electric Parking Brake (EPB) and automatic Brake Hold controls, and front storage tray • -Front-door storage pockets with bottle holders • -Sun visors with illuminated vanity mirrors • -Black carpet flooring with driver-side footrest • -Day/night rearview mirror • -Electric Parking Brake (EPB) with Brake Hold • -Three USB ports— USB media port in front storage tray and two additional charge ports in front center console • -One 12V/120W auxiliary power outlet in front instrument panel storage tray and one 12V/120W auxiliary power outlet in second row • -Power windows with auto up/down and jam protection in all positions • -60/40 split reclining fold-flat rear seat with center armrest and cup holders • -Black in-dash storage trays • -Ash Gray fabric-trimmed headliner • -Soft-touch dash and armrests, with stitched dash accents • -Remote keyless entry system with lock, unlock, panic functions and remote illuminated entry • -Climate control system with dust and pollen filter and rear-seat vents • -Digital speedometer and instrumentation with analog tachometer, coolant temperature, and fuel gauges; 7-in. digital Multi-Information Display (MID) with customizable settings, odometer, tripmeters, clock, outside temperature, rear passenger seatbelt indicators, fuel economy information, trip timer, shift-position and scheduled maintenance indicators, and warning messages • -Shift lever with sequential mode • -Power door locks with shift-linked automatic lock/unlock feature • -Urethane tilt/telescopic 3-spoke steering wheel with controls for audio, Multi-Information Display (MID),
Bluetooth
® hands-free phone, voice-command, Dynamic Radar Cruise Control (DRCC), Lane Departure Alert (LDA) and Lane Trace Assist (LTA) • -Turn signal stalk with headlight controls and one-touch 3-blink lane change turn signals • -Black interior door handles • -Overhead console with maplights, sunglasses storage and Safety Connect® button • -8-in. Toyota Audio Multimedia, six speakers, with wireless Apple CarPlay® & Android Auto™ compatible, SiriusXM® with 3-month trial. See toyota.com/audio-multimedia for details.

Safety & Convenience

-Trailer-Sway Control (TSC) • -Anti-theft system with engine immobilizer • -Hill Start Assist Control (HAC) • -3-point seatbelts for all seating positions; driver-side Emergency Locking Retractor (ELR) and Automatic/Emergency Locking Retractor (ALR/ELR) on all passenger seatbelts • -Adjustable front shoulder anchors • -Front and outboard second-row seatbelts with seatbelt pretensioners with force limiters • -LATCH (Lower Anchors and Tethers for Children) includes lower anchors on outboard rear seats and tether anchors on all rear seats • -Star Safety System™ — includes Vehicle Stability Control (VSC), Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA) and Smart Stop Technology® (SST) • -Front and rear side-impact door beams • -Child-protector rear door locks and power window lockout control • -
Toyota Safety Sense™
2.5 — Pre-Collision System w/Pedestrian Detection , Full-Speed Range Dynamic Radar Cruise Control , Lane Departure Alert w/Steering Assist , Lane Tracing Assist , Automatic High Beams , Road Sign Assist • -Eight airbags — includes driver and front passenger Advanced Airbag System, driver and front passenger seat-mounted side airbags, driver's knee airbag, front passenger seat cushion airbag, and front and rear side curtain airbags • -Tire Pressure Monitor System (TPMS) with direct pressure readout and individual tire location alert • -Backup camera with dynamic gridlines

VILLAGE TOYOTA

Date: 4/16/2026
Salesperson: Brian Jennette
Manager: Christopher Reckline

FOR INTERNAL USE ONLY

BUSINESS NAME	City of Wilton Manors Police Dept	Home Phone :
CONTACT	Gary	
Address :	2020 Wilton Dr WILTON MANORS, FL 33305 BROWARD	Work Phone : (954) 390-2152
E-Mail :	lsheley@wmpd.org	Cell Phone : (786) 326-4727

VEHICLE

Stock # : SD139533 New / Used : New VIN : JTMH1RFV0SD139533 Mileage: 3

Vehicle : 2025 Toyota RAV4 Color : Silver Sky Meta

Type : LE (A8) 4dr Front-Wheel Drive 4430

Body Size : Style : Weight : 0 Unit Class :

Market Value Selling Price	31,899.00
Discount for Sheriff Procurement Pricing	-2,598.00
Total Purchase	29,301.00
Taxable Fees (Estimated)	6.50
Doc Fee	995.00
Non Tax Fees	2.00
Balance	30,304.50

Owner's Signature

Co-Owner's Signature

For exact coverage, exclusions and limitations of the above optional value that you have selected, please refer to the specific product contract. Payments listed above are estimates. For specific payment information please refer to the Retail Installment Contract/Lease Agreement. The purchase of a value added optional product is NOT required in order to obtain financing or lease purchase a vehicle. Each value added optional product may be purchased separately. The final terms of your loan may differ depending on the actual terms of the financial institutions acceptance and are negotiable. Documentary fee represents costs and profits to dealer for items such as cleaning, inspecting new and used vehicle inventory and preparing documents related to sale.

Type Comments Here:

PRICING BASED OFF OF HILLSBOROUGH SHERIFF'S OFFICE VEHICLE PROCUREMENT PRICING

Village Toyota

Create Date: 4/1/26

Vehicle Details:-2025 RAV4 LE 2.5L 4-Cyl. Engine Front-Wheel Drive | -2T3H1RFV3SC350679 • -4430G • -SC350679 • -SC350679

Transmitted by System-SET on 10/14/25 at 2:23 PM CT



Interior color	Exterior color	Tradeable
FB20 Black Fabric	01G3 -Magnetic Gray Metallic	No
Check Code	**# of Cylinders**	**Transmission**
undefined	4	Direct Shift 8-Speed Electronically Controlled automatic Transmission with intelligence (ECT-i) and sequential shift mode
Temp Serial Number	**Order Number**	**Engine Number**
SC39F214	000013424292	2.5L

Basics

PRICE	
Base MSRP *	$29,550.00
Total installed Packages & Accessories	$679.00
Delivery processing / handling	$1,420.00
Total SRP *	$31,649.00

Accessories

Type	Code	Installed By	Retail
-50 State Emissions	FE GT	FIO	$0.00
-Southeast Toyota Distributor	FP4000	LIO	$0.00
-Front Accent Lighting- Enhance your RAV4s look by adding front accent lights to the lower bumper. Fully integrated wiring makes for seamless usage with the vehicles standard DRLs (Daytime Running Lights). This accessory adds unique accent lighting for improved visibility and style.	LD1000	LIO	$529.00
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-6-Gallons of Gas	UF 60	LIO	$0.00

Total Accessory Weight: 4.3

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Bluetooth
® hands-free phone, voice-command, Dynamic Radar Cruise Control (DRCC), Lane Departure Alert (LDA) and Lane Trace Assist (LTA) • -Turn signal stalk with headlight controls and one-touch 3-blink lane change turn signals • -Black interior door handles • -Overhead console with maplights, sunglasses storage and Safety Connect® button • -8-in. Toyota Audio Multimedia, six speakers, with wireless Apple CarPlay® & Android Auto™ compatible, SiriusXM® with 3-month trial. See toyota.com/audio-multimedia for details.

Safety & Convenience

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Toyota Safety Sense™
2.5 — Pre-Collision System w/Pedestrian Detection , Full-Speed Range Dynamic Radar Cruise Control , Lane Departure Alert w/Steering Assist , Lane Tracing Assist , Automatic High Beams , Road Sign Assist • -Eight airbags — includes driver and front passenger Advanced Airbag System, driver and front passenger seat-mounted side airbags, driver's knee airbag, front passenger seat cushion airbag, and front and rear side curtain airbags • -Tire Pressure Monitor System (TPMS) with direct pressure readout and individual tire location alert • -Backup camera with dynamic gridlines

VILLAGE TOYOTA

Date: *4/16/2026*
Salesperson: *Brian Jennette*
Manager: *Christopher Reckline*

FOR INTERNAL USE ONLY

BUSINESS NAME *City of Wilton Manors Police Dept* Home Phone :

CONTACT *Gary*

Address : *2020 Wilton Dr*
WILTON MANORS, FL 33305
BROWARD

Work Phone : *(954) 390-2152*

E-Mail : *lsheley@wmpd.org* Cell Phone : *(786) 326-4727*

VEHICLE

Stock # : *SC350679* New / Used : **New** VIN : *2T3H1RFV3SC350679* Mileage: *3*

Vehicle : *2025 Toyota RAV4* Color : *Magnetic Gray M*

Type : *LE (A8) 4dr Front-Wheel Drive* *4430*

Body Size : Style : Weight : *0* Unit Class :

Market Value Selling Price	31,649.00
Discount for Sheriff Procurement Pricing	-2,593.00
Total Purchase	29,056.00
Taxable Fees (Estimated)	6.50
Doc Fee	995.00
Non Tax Fees	2.00
Balance	30,059.50

Owner's Signature

Co-Owner's Signature

For exact coverage, exclusions and limitations of the above optional value that you have selected, please refer to the specific product contract. Payments listed above are estimates. For specific payment information please refer to the Retail Installment Contract/Lease Agreement. The purchase of a value added optional product is NOT required in order to obtain financing or lease purchase a vehicle. Each value added optional product may be purchased separately. The final terms of your loan may differ depending on the actual terms of the financial institutions acceptance and are negotiable. Documentary fee represents costs and profits to dealer for items such as cleaning, inspecting new and used vehicle inventory and preparing documents related to sale.

Type Comments Here:

PRICING BASED OFF OF HILLSBOROUGH SHERIFF'S OFFICE VEHICLE PROCURMENT PRICING

What warranty coverage do I have on my Toyota vehicle?

The factory coverage warranty period begins on the vehicle's in-service date, which is the first date the vehicle is either delivered to the original purchaser, lessor, or used as a company car or demonstration vehicle.

- Basic Coverage is 36 months/36,000 miles, whichever occurs first, from the date of first use and covers all components other than normal wear and maintenance items. This warranty covers repairs and adjustments needed to correct defects in materials or workmanship or any part supplied by Toyota, subject to exceptions.
- Powertrain Coverage is 60 months/60,000 miles, whichever occurs first, from the date of first use and includes engine, transmission/transaxle, front-wheel-drive system and rear-wheel drive system.
- Rust-Through Coverage is 60 months/unlimited miles, from the date of first use regardless of mileage and covers corrosion perforation of sheet metal.
- Emissions Coverage varies under Federal and California regulations. Refer to your Warranty and Maintenance Guide booklet for complete details.

For more information about Toyota's warranty coverage, please refer to your Warranty and Maintenance Guide or contact your local Toyota dealership.

Let us help!

2025 RAV4

Full Specs

Standard ✓

Available ○

Not Available —



LE

2.5L 4-Cyl. Engine Front-Wheel Drive



Hybrid Woodland Edition

2.5L 4-Cyl. Engine All-Wheel Drive



Hybrid XSE

2.5L 4-Cyl. Engine All-Wheel Drive

MPG/Other/Price

Est. Mileage Ratings

Est. mpg rating (city/highway/combined)*	27/35/30	38/35/37	41/38/39

Price

Base msrp *	$29,800	$36,070	$38,510

ToyotaCare

No cost maintenance plan *	$0 (No Cost)	$0 (No Cost)	$0 (No Cost)
24-hour Roadside Assistance *	$0 (No Cost)	$0 (No Cost)	$0 (No Cost)

Exterior

18-in. 6-spoke bronze-colored TRD flow-formed alloy wheels with black lug nuts		✓	
18-in. multi-spoke black sport alloy wheels			✓
19-in. multi-spoke metallic-finished alloy wheels			
17-in. 5-spoke light gray metallic alloy wheels			
18-in. multi-spoke dark metallic-finished alloy wheels			
17-in. steel wheels with silver 6-spoke wheel covers	✓		
Two-tone exterior color *		○	✓
LED Daytime Running Lights (DRL)	✓	✓	✓
Height-adjustable, foot-activated power liftgate * with jam protection			

Dual black chrome-tipped exhaust		✓	
Dual chrome-tipped exhaust	✓		✓
Unique raised black roof rails with cross bars		✓	
Low-profile black roof rails			✓
Front and rear mudguards		✓	
Rain-sensing variable intermittent windshield wipers with de-icer function and intermittent rear window wiper		○ available as part of an option package	○ available as part of an option package
Intermittent windshield wipers and intermittent rear window wiper	✓		
Variable intermittent windshield wipers and intermittent rear window wiper		✓	✓
Dark gray metallic-colored hexagon-patterned bar front grille			
Black hexagon-patterned bar front grille	✓	✓	
Black-painted heated power outside mirrors with turn signal and blind spot warning indicators, ★ and folding feature		✓	✓
Color-keyed heated power outside mirrors with turn signal and blind spot warning indicators, ★ puddle lights and folding feature			
Black power outside mirrors with folding feature	✓		

Height-adjustable power liftgate * with jam protection			✓
Rear activity mount		✓	
Panoramic glass roof with front power tilt/slide moonroof			○ available as part of an option package
Power tilt/slide moonroof with one-touch open/close			✓
Color-keyed upper front bumper, and black lower front bumper, overfenders and rear bumper	✓	✓	
Color-keyed upper bumper, and black lower front bumper, black overfenders, and rear bumper with metallic gray insert			
Color-keyed upper and black-painted lower front bumper, black overfenders, and rear bumper with metallic gray insert			✓
Privacy glass on all rear side, quarter and liftgate windows	✓	✓	✓
Blue-painted shock absorber			✓
Aerodynamic underbody panels with vortex generators, front and rear wheel spats, and integrated rear spoiler	✓		
Active grille shutters; aerodynamic underbody panels with vortex generators, front and rear wheel spats, and integrated rear spoiler		✓	✓
Integrated LED fog lights		✓	
Vertical LED accent lights			✓

Color-keyed heated power outside mirrors with turn signal and blind spot warning indicators, * and folding feature	○ available as part of an option package		
LED projector low- and high-beam headlights with chrome accent, Automatic High Beams (AHB) *	✓		
LED projector low- and high-beam headlights with chrome accent, Automatic High Beams (AHB) * and auto on/off		✓	
LED projector low- and high-beam headlights with LED DRL accent light and turn signal, Automatic High Beams (AHB)*and auto on/off			✓
Black exterior accents, including outside door handles and rear hatch garnish		✓	
Black outside door handles with touch-sensor lock/unlock feature on front doors		✓	
Chrome-accented color-keyed outside door handles with touch-sensor lock/unlock feature on front doors			
Color-keyed outside door handles with touch-sensor lock/unlock feature on front doors			✓
Color-keyed outside door handles	✓		
LED taillights	✓	✓	✓
Color-keyed roof-mounted shark-fin antenna	✓	✓	✓
Black Woodland Edition decal		✓	

Interior

Rear liftgate window defogger	✓	✓	✓
SofTex®-trimmed seats; 8-way power-adjustable front driver's seat with lumbar support; 4-way adjustable front passenger seat with seatback pocket			
Heated and ventilated front seating			
SofTex®-trimmed seats, heated front seats; 8-way power-adjustable driver's seat with two-position memory function and lumbar support; 8-way power front passenger seat with seatback pocket			
Rear outboard passenger heated seating			
Fabric-trimmed seats with embossed polygonal-design seat inserts; 8-way power-adjustable front driver's seat with lumbar support; 4-way adjustable front passenger seat with seatback pocket		✓	
Fabric-trimmed seats with sporty blue stitching and embossed seat inserts; 8-way power-adjustable front driver's seat with lumbar support; 4-way adjustable front passenger seat with seatback pocket			
SofTex®-trimmed seats with sporty blue stitching and fabric seat inserts; heated front seats; 8-way power-adjustable front driver's seat with lumbar support; 4-way adjustable front passenger seat with seatback pocket			✓
Heated front seating		○ available as part of an option package	✓
Fabric-trimmed seats; 6-way adjustable front driver's seat; 4-way adjustable front passenger seat with seatback pocket	✓		
Qi-compatible wireless smartphone charging with charge indicator light			○ available as part of an option package

Blue ambient illumination for in-dash shelves, center console cup holders and in front footwells			✓
LED front-seat reading lights, dome light and cargo area light	✓	✓	✓
Woodland all-weather floor mats * and cargo liner		✓	
Height-adjustable rear cargo area deck board	✓	✓	✓
Cargo area tonneau cover	○ available as part of an option package	✓	✓
Cargo area deckside-mounted storage net *			✓
Center console with covered storage compartment, two cup holders, drive mode, Multi-Terrain Select (MTS), Electric Parking Brake (EPB) * and automatic Brake Hold * controls, and front storage tray			
Passenger-side lockable glove compartment	✓	✓	✓
2 front and 2 rear cup holders; 2 front and 2 rear bottle holders	✓	✓	✓
Center console with covered storage compartment, two cup holders, drive mode, Electric Parking Brake (EPB) * and automatic Brake Hold * controls, and front storage tray	✓	✓	✓
Front-door storage pockets with bottle holders	✓	✓	✓
Sun visors with illuminated vanity mirrors	✓		
Sun visors with sliding extensions and illuminated vanity mirrors		✓	✓

Black carpet flooring with driver-side footrest	✓	✓	✓
Day/night rearview mirror	✓	✓	
Auto-dimming rearview mirror with HomeLink® * universal transceiver			✓
Digital rearview mirror with HomeLink® * universal transceiver			○ available as part of an option package
Electric Parking Brake (EPB) * with Brake Hold *	✓	✓	✓
One 12V/120W auxiliary power outlet * in front instrument panel storage tray and one 12V/120W auxiliary power outlet * in cargo area		✓	✓
Five USB ports * — USB media port in front storage tray and four additional charge ports (two in front center console and two rear seat ports on the back of center console)		✓	✓
Three USB ports*— USB media port in front storage tray and two additional charge ports in front center console	✓		
One 120V/100W AC power outlet in cargo area *		✓	
One 12V/120W auxiliary power outlet * in front instrument panel storage tray and one 12V/120W auxiliary power outlet * in second row	✓		
Power windows with auto up/down and jam protection in all positions	✓	✓	✓
60/40 split reclining fold-flat rear seat with center armrest and cup holders	✓	✓	✓
Blue-accented interior, including blue stitching on dash and seat, and black in-dash storage trays			

Black in-dash storage trays	✓	✓	
Blue-accented interior, including blue stitching on dash, doors and seat, and black anti-slip in-dash storage trays with blue ambient lighting			✓
Dark brown-accented interior, including dark brown stitching on dash, door, and seat stitching, and dark brown cup holder trim and anti-slip in-dash storage trays with blue ambient lighting			
Soft-touch dash, door and armrests with stitched dash, door and center console accents, and anti-slip interior door grip			✓
Black fabric-trimmed headliner			✓
Soft-touch dash and armrests, with stitched dash and center console accents, and anti-slip interior door grip			
Black anti-slip in-dash storage trays			✓
Ash Gray fabric-trimmed headliner	✓	✓	
Soft-touch dash and armrests, with stitched dash accents	✓	✓	
Smart Key System on front doors and liftgate * with Push Button Start, remote keyless entry system with lock, unlock, and panic functions, power liftgate and remote illuminated entry			✓
Remote keyless entry system with lock, unlock, panic functions and remote illuminated entry	✓		
Smart Key System on all doors and liftgate * with Push Button Start, remote keyless entry system with lock, unlock, and panic functions, hands-free power liftgate, and remote illuminated entry			○ available as part of an option package
Smart Key System on front doors and liftgate with Push Button Start, remote keyless entry system with lock, unlock, panic functions and remote illuminated entry		✓	

Dual zone automatic climate control system with dust and pollen filter and rear-seat vents		✓	
Climate control system with dust and pollen filter and rear-seat vents	✓		
Dual zone automatic climate control system with dust and pollen filter, front center vent flow controls and rear-seat vents			✓
12.3-in. digital gauge cluster with customizable settings, odometer, trip meters, clock, outside temperature, rear passenger seatbelt indicators, fuel gauge, hybrid energy monitor, battery charge meter, fuel economy information, trip timer, shift-position and scheduled maintenance indicators, and warning messages			○ available as part of an option package
12.3-in. digital gauge cluster with customizable settings, odometer, tripmeters, clock, outside temperature, rear passenger seatbelt indicators, fuel gauge, hybrid energy monitor, battery charge meter, fuel economy information, trip timer, shift-position and scheduled maintenance indicators, and warning messages			
Digital speedometer and instrumentation with analog hybrid power meter, coolant temperature, and fuel gauges; 7-in. digital Multi-Information Display (MID) with customizable settings, odometer, tripmeters, clock, outside temperature, rear passenger seatbelt indicators, hybrid energy monitor, fuel economy information, trip timer, shift-position and scheduled maintenance indicators, and warning messages		✓	✓
Digital speedometer and instrumentation with analog tachometer, coolant temperature, and fuel gauges; 7-in. digital Multi-Information Display (MID) with customizable settings, odometer, tripmeters, clock, outside temperature, rear passenger seatbelt indicators, fuel economy information, trip timer, shift-position and scheduled maintenance indicators, and warning messages	✓		
Leather-trimmed shift lever with sequential mode			✓
Shift lever with sequential mode	✓	✓	
Power door locks with shift-linked automatic lock/unlock feature	✓	✓	✓
Urethane tilt/telescopic 3-spoke steering wheel with controls for audio, Multi-Information Display (MID), *Bluetooth*® ★ hands-free phone, voice-command, Dynamic Radar Cruise Control (DRCC), ★ Lane Departure Alert (LDA) ★ and Lane Trace Assist (LTA) ★	✓	✓	

Turn signal stalk with headlight controls and one-touch 3-blink lane change turn signals	✓	✓	✓
Leather-trimmed tilt/telescopic 3-spoke steering wheel with silver accent and controls for audio, Multi-Information Display (MID, *Bluetooth*® ★ hands-free phone, voice-command, Dynamic Radar Cruise Control (DRCC), ★ Lane Departure Alert (LDA), ★ and Lane Trace Assist (LTA) ★			✓
Heated leather-trimmed 3-spoke steering wheel		○ available as part of an option package	○ available as part of an option package
Silver interior door handles		✓	✓
Black interior door handles	✓		
Overhead console with maplights, sunglasses storage, Safety Connect® ★ button and power tilt/slide moonroof controls			✓
Overhead console with maplights, sunglasses storage and Safety Connect® ★ button	✓	✓	
Overhead console with maplights, sunglasses storage, Safety Connect® ★ button and power tilt/slide panoramic glass roof controls			○ available as part of an option package

Audio Multimedia

Learn more about **Audio Multimedia**

Learn more about **Connected Services**

10.5-in. Toyota Audio Multimedia, six speakers, with wireless Apple CarPlay® ★ & Android Auto™ ★ compatible, SiriusXM® ★ with 3-month trial. See toyota.com/audio-multimedia			✓

8-in. Toyota Audio Multimedia, six speakers, with wireless Apple CarPlay® * & Android Auto™ *compatible, SiriusXM® *with 3-month trial. See toyota.com/audio-multimedia for	✓	✓	
11-speaker JBL® * Premium Audio including subwoofer and amplifier			○ available as part of an option package

Safety/Convenience

Blind Spot Monitor (BSM) * with Rear Cross-Traffic Alert (RCTA) *	○ available as part of an option package	✓	✓
Vehicle Proximity Notification System (VPNS) *		✓	✓
Trailer-Sway Control (TSC) *	✓	✓	✓
Anti-theft system with engine immobilizer *	✓	✓	
Front and Rear Parking Assist with Automatic Braking (PA w/AB) *			○ available as part of an option package
Hill Start Assist Control (HAC) *	✓	✓	✓
Downhill Assist Control (DAC) *			
Anti-theft system with alarm and engine immobilizer *			✓
3-point seatbelts for all seating positions; driver-side Emergency Locking Retractor (ELR) and Automatic/Emergency Locking Retractor (ALR/ELR) on all passenger seatbelts	✓	✓	✓

Adjustable front shoulder anchors	✓	✓	✓
Front and outboard second-row seatbelts with seatbelt pretensioners with force limiters	✓	✓	✓
LATCH (Lower Anchors and Tethers for Children) includes lower anchors on outboard rear seats and tether anchors on all rear seats	✓	✓	✓
Panoramic View Monitor * with 360-degree Overhead View in low-speed drive and reverse, and Curb View			○ available as part of an option package
Star Safety System™ — includes Vehicle Stability Control (VSC), * Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD),	✓	✓	✓
Front and rear side-impact door beams	✓	✓	✓
Child-protector rear door locks and power window lockout control	✓	✓	✓
Toyota Safety Sense™ 2.5 (TSS 2.5) *— Pre-Collision System w/Pedestrian Detection (PCS w/PD), *Full-Speed Range Dynamic Radar Cruise Control (DRCC), * Lane Departure Alert	✓	✓	✓
Eight airbags * — includes driver and front passenger Advanced Airbag System, driver and front passenger seat-mounted side airbags, driver's knee airbag, front passenger	✓	✓	✓
Tire Pressure Monitor System (TPMS)* with direct pressure readout and individual tire location alert	✓	✓	✓
Backup camera *with dynamic gridlines	✓	✓	✓

Mechanical/Performance

Capability			
Approach/departure angle (degrees)	19.0/21.0		19.0/21.0
Ground clearance (in.)	8.4	8.1	8.1
Hill Start Assist Control (HAC) *	✓	✓	✓
Suspension			
TRD-tuned independent MacPherson strut front suspension with stabilizer bar; multi-link rear suspension with stabilizer bar; trail-focused struts, shocks, coil springs, and bump stops		✓	
Independent MacPherson strut front suspension with stabilizer bar; multi-link rear suspension with stabilizer bar	✓	✓	
Sport-tuned independent MacPherson strut front suspension with stabilizer bar; sport-tuned multi-link rear suspension with stabilizer bar			✓
Body Construction			
Reinforced unitized steel body	✓	✓	✓
HV Traction Battery			
Type: Sealed Nickel-Metal Hydride (Ni-MH)		✓	
Voltage: 259.0V (Li-ion)			✓

Voltage: 244.8V (Ni-MH)		✓	
Type: Sealed Lithium-ion (Li-ion)			✓
Drive Modes			
Drive mode dial with SPORT, Eco, and NORMAL modes, EV Mode, *and TRAIL mode		✓	✓
Multi-Terrain Select (MTS) dial with MUD & SAND, ROCK & DIRT, SNOW, and NORMAL drive modes, and Downhill Assist Control (DAC) *			
SPORT, Eco, and NORMAL drive modes	✓		
Multi-Terrain Select (MTS) dial with MUD & SAND, ROCK & DIRT, SNOW, and NORMAL drive modes			
Drivetrain			
All-Wheel Drive Integrated Management (AIM) with Multi-Information Display (MID) monitor		✓	✓
All-Wheel Drive (AWD)			
Dynamic Torque Vectoring All-Wheel Drive (TV-AWD) with Rear Driveline Disconnect			
Electronic On-Demand All-Wheel Drive (AWD)		✓	✓
Front-Wheel Drive (FWD)	✓		

Transmission			
Direct Shift-8-speed Electronically Controlled automatic Transmission with intelligence (ECT-i) and sequential shift mode	✓		
Electronically controlled Continuously Variable Transmission (ECVT) with sequential shift mode		✓	✓
Engine oil cooler, automatic transmission fluid cooler and hybrid system cooler		✓	✓
Steering			
Electric Power Steering (EPS); power-assisted rack-and-pinion	✓	✓	✓
Steering ratio	14.4:1	14.3:1	14.3:1
Steering wheel turns (lock-to-lock)	2.76	2.76	2.76
Turning circle diameter, curb-to-curb (ft.)	36.1	36.1	36.1
Tow Prep Equipment			
Upgraded 130-amp alternator (included with Weather Package)			
Heavy-duty battery with upgraded starting motor and 130-amp alternator			
100-amp alternator	✓		

Automatic transmission fluid cooler	✓		
Tow hitch receiver and wiring harness * *	○	○	○

Engine

Compression ratio: 13.0:1	✓		
Stop and Start Engine System (S&S) *	✓		
2.5-Liter Dynamic Force 4-Cylinder DOHC D-4S Injection with Dual Variable Valve Timing with intelligence (VVT-i), with SPORT, Eco, NORMAL Modes, 203 hp @ 6,600 rpm; 184 lb.-ft. @ 5,000 rpm	✓		
Compression ratio: 14.0:1		✓	✓
Emission rating: Ultra Low Emission Vehicle (ULEV)	✓		
Emission rating: Super Ultra Low Emission Vehicle (SULEV)		✓	✓
Induction system: (D-4S) Dual-Injection (Direct-Injection and Port-injection) EFI with Electronic Throttle Control System with intelligence (ETCS-i)	✓	✓	✓
Hybrid engine: 2.5-Liter Dynamic Force 4-Cylinder with SPORT, Eco, NORMAL, EV, * TRAIL drive modes; 219 combined net hp; internal combustion engine with 176 hp @		✓	✓

Ratios

6th gear	1.000		

Final drive gear ratio	2.235	10.781	10.781
Reverse	4.014		
7th gear	0.808		
Axle ratio	3.177	3.605	3.605
3rd gear	1.95		
1st gear	5.250		
4th gear	1.456		
2nd gear	3.028		
8th gear	0.673		
5th gear	1.220		

Brakes

Active Cornering Assist (ACA)	✓	✓	✓
Power-assisted ventilated 12.0-in. front disc brakes; ventilated 11.1-in. rear disc brakes	✓	✓	✓

Electronically Controlled Braking (ECB) system with integrated regenerative braking		✓	✓
HV Electric Motor			
Power output (front/rear): 118/54 hp (88/40 kW)		✓	✓
Torque (front/rear): 149/89 lb.-ft. (202/121 N•m)		✓	✓

Weights/Capacities

Interior Dimensions (cu. ft.)			
EPA interior volume (estimated)	136.4	136.4	136.4
EPA passenger volume	98.9	98.9	98.9
Cargo volume (front/rear) *	69.8/37.6	69.8/37.6	69.8/37.5
Weights/Capacities			
Towing capacity (lb.) *	1500	1750	1750
Seating capacity	5	5	5

Payload (lb.) *	1230		1115
Gross Vehicle Weight Rating (GVWR) (lb.)	4610	4920	4920
Fuel tank (gal.)	14.5	14.5	14.5
Curb weight (lb.)	3370	3775	3,775

Dimensions

Interior Dimensions, front/second-row seats (in.)

Cargo length behind rear seat *	40.0	40.0	40.0
Head room with moonroof	37.7/39.5	37.7/39.5	37.7/39.5
Leg room	41.0/37.8	41.0/37.8	41.0/37.8
Cargo minimum/maximum width *	39.4/59.0	39.4/59.0	39.4/59.0
Shoulder room	57.8/56.4	57.8/56.4	57.8/56.4
Hip room	54.3/47.7	54.3/47.7	54.3/47.7

Cargo minimum/maximum height *	34.5/36.6	34.5/36.6	34.5/36.6

Exterior Dimensions (in.)

Wheelbase	105.9	105.9	105.9
Overall height with/without antenna	67.0		67.0
Overall length/width	180.9/73.0	180.9/73.0	180.9/73.0
Track (front/rear)	63.0/63.7		63.0/63.7

Tires

Spare

Temporary spare tire	✓	✓	✓

Type

Falken® * All-Terrain tires		✓	
All-season mud and snow-rated radials	✓		✓

Packages

Limited Grade Advanced Technology Package

Limited Grade Advanced Technology Package Smart Key System on all doors and liftgate height-adjustable foot-activated power liftgate with jam protection *			

XSE Grade Advanced Technology Package

XSE Grade Advanced Technology Package Power front driver's seat with two-position memory function Front and Rear Parking Assist with Automatic			○ available as part of an option package

Woodland Grade Weather Package

Woodland Grade Weather Package Heated leather-trimmed steering wheel and heated front seats Rain-sensing variable intermittent windshield		○ available as part of an option package	

XLE Premium Grade Advanced Technology Package

XLE Premium Grade Advanced Technology Package Front and Rear Parking Assist with Automatic Braking (PA w/AB) *			

Digital Rearview Mirror

Digital rearview mirror with HomeLink® * universal transceiver			

XSE Grade Weather Package

XSE Grade Weather Package Heated steering wheel Rain-sensing variable intermittent windshield wipers with de-icer function			○ available as part of an option package
SE Grade Weather Package			
SE Grade Weather Package Heated steering wheel and heated front seats Rain-sensing variable intermittent windshield wipers with de-icer function			
Limited Grade Weather Package			
Limited Grade Weather Package Heated steering wheel and rear outboard passenger heated seating Rain-sensing variable intermittent windshield			
XLE Grade Weather Package			
XLE Grade Weather Package Heated leather-trimmed steering wheel and heated front seats Rain-sensing variable intermittent windshield			
XLE Grade Convenience Package			
XLE Grade Convenience Package Height-adjustable power liftgate * with jam protection			
SE Grade Convenience Package			
SE Grade Convenience Package Height-adjustable power liftgate *with jam protection			
XLE Premium Grade Weather Package			
XLE Premium Grade Weather Package Heated steering wheel and heated front seats 8-way power-adjustable driver's seat with two-position memory function and lumbar support			

Options

10.5-in. Toyota Audio Multimedia, with wireless Apple CarPlay® * & Android Auto™ * compatible, SiriusXM® * with 3-month trial (see toyota.com/audio-multimedia for details);			
11-speaker JBL® * Premium Audio including subwoofer and amplifier			○
Blind Spot Monitor (BSM) * with Rear Cross-Traffic Alert (RCTA) * — includes color-keyed heated power outside mirrors with turn signal and blind spot warning * indicators	○		
Rear cargo area cover	○		
Panoramic glass roof with front power tilt/slide moonroof			○

Warranty Information *

Hybrid Battery Warranty *		120 months/150,000 miles	120 months/150,000 miles
Corrosion Perforation Warranty	60 months/unlimited miles	60 months/unlimited miles	60 months/unlimited miles
Powertrain Warranty	60 months/60,000 miles	60 months/60,000 miles	60 months/60,000 miles
Restraint Warranty	60 months/60,000 miles	60 months/60,000 miles	60 months/60,000 miles
Hybrid System Warranty *		96 months/100,000 miles	96 months/100,000 miles

Basic Warranty	36 months/36,000 miles	36 months/36,000 miles	36 months/36,000 miles

Toyota strives to build vehicles to match customer interest and thus they typically are built with popular options and option packages. Not all options/packages are available separately and some may not be available in all regions of the country. If you would prefer a vehicle with no or different options, contact your dealer to check for current availability or the possibility of placing a special order.

Some vehicles are shown with available equipment. Seatbelts should be worn at all times. For details on vehicle specifications, standard features and available equipment in your area, contact your Toyota dealer. A vehicle with particular equipment may not be available at the dealership. Ask your Toyota dealer to help locate a specifically equipped vehicle. All information presented herein is based on data available at the time of posting, is subject to change without notice and pertains specifically to mainland U.S.A. vehicles only (may differ in the state of Hawaii, Puerto Rico, the U.S. Virgin Islands and in other regions).

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HILLSBOROUGH COUNTY SHERIFF'S OFFICE
CHAD CHRONISTER, SHERIFF

FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM

Host Sheriff Procurement – Hillsborough County Sheriff's Office
FSA-HCS-AVP1.0: Assorted Vehicle Procurement
Awarded: October 28, 2024
Effective Through: October 27, 2028 (Initial Term)

The Hillsborough County Sheriff's Office competitively procures the Host Sheriff Procurement Contracts in accordance with Chapter 30 and Chapter 163, Florida Statutes, and the best practices articulated in Chapter 287, Florida Statutes. Resulting contracts are available to all eligible purchasers identified by Rule 60A-1.001, Florida Administrative Code, and state and local government agencies nationwide. The HCSO Master Agreement is available on FSA's website at flsheriffs.org/CPP.

Awarded Vendors:

- Alligator Alley Harley Davidson
  - Website: www.alligatoralleyharley.com
  - Contact: Stephen Otton 954-414-4135 ext. 3118 stepheno@alligatoralleyharley.com
- Bozard Ford
  - Website: www.bozardford.com
  - Contact: Jeff Young 904-824-1641 jyoung@bozard.com
- Carl Black of Orlando
  - Website: www.carlblackoforlando.com
  - Contact: Edgar Massoni 305-781-3661 emassoni@carlblack.com
- Crown Buick GMC
- Crown Kia
- Crown Nissan
- Crown Eurocars
  - Website: www.crowncars.com
  - Contact: Seth Edelman 727-939-6606 - desk 303-906-0444 - cell sedelman@crowncars.com
- Crown Dublin (Crown Chrysler Jeep Dodge Ram)
  - Website: www.crowncars.com
  - Contacts: Tim Duffey 614-376-0117 tduffey@crowncars.com
    Seth Edelman 727-939-6606 - desk 303-906-0444 - cell sedelman@crowncars.com

- Duval Ford
  - Website: www.duvalford.com
  - Contact: Jeff Eason 904-388-2144 jeff.eason@duvalmotor.com

- Ferman Buick Pontiac GMC
- Ferman Chrysler Jeep Dodge Ram
  - Website: www.fermanauto.com
  - Contact: Luke Miller 813-929-2400 lmiller@ferman.com

- Ferman Chevrolet
  - Website: www.fermanauto.com
  - Contact: Christopher Gray 813-610-2823 christopher.gray@ferman.com
  - Contact: Keith Miller 941-302-1262 kmiller@ferman.com
  - Contact: Christa Wagner 813-399-1269 christa.wagner@ferman.com

- Ferman Ford of Countryside
  - Website: www.fermanfordclearwater.com
  - Contact: Jason Bray 727-797-2277 jason.bray@ferman.com

- New Smyrna Beach Chevrolet
  - Website: www.newsmyrnachevy.com
  - Contact: Thomas Mahoney 631-651-1838 tm@amvetworks.com

- Stingray Chevrolet
  - Website: www.stingraychevrolet.com
  - Contact: Peter Popiel 813-359-5016 magicpeterfleet@gmail.com

- Village Cadillac Toyota
  - Website: www.villagecadillac.com and www.villagetoyota.com
  - Contact: Pam Mills 352-621-7116 pmills@dimmitt.com

- Volcanic Partners
  - Website: www.volcanicbikes.com
  - Contact: Christopher Snere 509-427-8623 info@volcanicbikes.com

Covered Services and Products:

- Assorted vehicles for immediate purchase from dealer inventory, at contracted discount off MSRP/window sticker price
  - Administrative Sedans - Chevrolet, Dodge, Ford, Kia, Nissan, Toyota
  - Cab and Chassis Trucks 4x2 - Chevrolet, Ford, GMC, Mercedes-Benz
  - Cab and Chassis Trucks 4x4 - Chevrolet, Ford, GMC
  - Cargo and Passenger Vans - Chevrolet, Chrysler, Ford, GMC, Mercedes-Benz, Ram, Toyota

- Electric and Plug-In Hybrid Vehicles - BrightDrop/GM, Chevrolet, Chrysler, Ford, Nissan
- Electric Bikes and Transports - Volcanic
- Motorcycles - Harley Davidson (Pursuit-Rated)
- Pickup Trucks 4x2 - Chevrolet, Ford, GMC, Ram, Toyota
- Pickup Trucks 4x4 - Chevrolet, Ford, GMC, Toyota
- Utility and Hybrid Vehicles 4x2 - Chevrolet, Dodge, Ford, GMC, Kia, Nissan, Toyota
- Utility and Hybrid Vehicles 4x4/AWD - Chevrolet, Dodge, Ford, GMC, Kia, Nissan, Toyota

HCSO Tabulation Sheet #1

HCSO Tabulation Sheet - Pricing Details

HCSO ITB Document

HCSO Vendor Award Letters:

- Alligator Alley
- Bozard Ford
- Carl Black of Orlando
- Crown Buick GMC
- Crown Kia
- Crown Nissan
- Crown Dublin
- Crown Eurocars
- Duval Ford
- Ferman Buick GMC
- Ferman CJDR
- Ferman Chevrolet
- Ferman Ford
- New Smyrna Beach Chevrolet
- Stingray Chevrolet
- Village Cadillac Toyota
- Volcanic Bikes

Special thanks to the lead agency, Hillsborough County Sheriff's Office, for your commitment to further the mission of the Florida Sheriffs Association through your partnership.

HILLSBOROUGH COUNTY
SHERIFF'S OFFICE

CHAD CHRONISTER, SHERIFF

October 28, 2024

Joe Petrillo
Joe.Petrillo@dimmitt.com
Village Cadillac Toyota
2431 South Suncoast Boulevard
Homosassa, Florida 34448

RE: 2024-005 Assorted Vehicle Procurement

Dear Joe Petrillo:

Thank you for responding to the above-referenced bid. The bids have been evaluated and an award has been made to your company. The published solicitation tabulation sheet is available at TeamHCSO.com, and enclosed for your convenience.

There is a 72-hour dispute period as described in Part A, Paragraph 23 of the solicitation.

If you have any questions, please direct them to Marianne Theen, MTheen@TeamHCSO.com, Purchasing@HCSO.Tampa.FL.US or at facsimile number (813) 242-1826.

Sincerely,

William V. Spinelli, CPA
Chief Financial Officer

WVS/[mt]

Enclosure

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
2008 East Eighth Avenue
Tampa, FL 33605
MARIANNE THEEN
Buyer
(813) 247-8058
Financial Services Division
Purchasing Section
MTheen@TeamHCSO.com

#1

HOST SHERIFF PROCURMENT
Initial Term
Amendment #1 as of 9/3/25

BID NUMBER: **2024-005** **Assorted Vehicle Procurement** Opened: August 11, 2024 Initial Award: 10/28/2024 - 10/27/28 Change Order #: Renewal 1 EXP: Renewal 2 EXP: Renewal 3 EXP: ***Amendment 1*** * **Terms: Four (4) Year Initial Award** **Optional: Three (3) 2-Year Renewals**			Amendment 1 HCSO Supplier SI-301227 **TMCAA, Inc DBA** **ALLILGATOR ALLEY** **HARLEY DAVIDSON** 201 International Pkwy Sunrise, FL 33325 Stephen Otton (954) 414-4135 x 3118 stepheno@alligatoralleyharley.com EIN 843235539	Amendment 1 HCSO Supplier SI-260041 **BOZARD FORD** **COMPANY** 540 Outlet Mall Blvd. St. Augustine, FL 32084 Jeff Young (904) 824-1641 jyoung@bozard.com EIN 591741580	Amendment 1 HCSO Supplier SI-301226 **CARL BLACK OF** **ORLANDO, LLC** 11500 E. Colonial Dr. Orlando, FL 32817 Edgar Massoni (305) 781-3661 emassoni@carlblack.com EIN 204993730	Amendment 1 HCSO Supplier SI-301232 **Crown Auto Dealerships Inc dba** **CROWN BUICK GMC** 5237 34th St. N. St. Petersburg, FL 33714 Seth Edelman (727) 939-6606 sedelman@crowncars.com EIN 591235420	Amendment 1 HCSO Supplier SI-301229 **Crown Auto Dealerships Inc dba** **CROWN KIA** 6500 US Highway 19 Pinellas Park, FL 3781 Seth Edelman (727) 939-6606 sedelman@crowncars.com EIN 591235420	Amendment 1 HCSO Supplier SI-301231 **Crown Auto Dealerships Inc dba** **CROWN NISSAN** 5151 34th St. St. Petersburg, Florida 33714 Seth Edelman (727) 939-6606 sedelman@crowncars.com EIN 591235420	Amendment 1 HCSO Supplier SI-301230 **Crown Chrysler Jeep Inc dba** **CROWN DUBLIN** 6350 Perimeter Loop Road Dublin, OH 43017 EIN 311357367 Tim Duffey & Seth Edelman (614) 761-2360 Tduffey@CrownCars.com sedelman@crowncars.com	Amendment 1 HCSO Supplier SI-301228 **CROWN EUROCARS, INC** 8302 US Highway 19 Pinellas Park, FL 3781 Seth Edelman (727) 939-6606 sedelman@crowncars.com EIN 592553792	Amendment 1 HCSO Supplier SI-251251 **DUVAL FORD LLC** 405 Lane Ave. N. Jacksonville, FL 32254 Jeff Eason (904) 388-2144 jeff.eason@duvalmotor.com EIN 273646082
HIGHLIGHTED AREA INDICATES AWARD										
BRAND DISCOUNTS *	All	(Amendment 1)	No Bid	No Bid	**Award ***	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Bright Drop/General Motors	(Amendment 1)	No Bid	No Bid	**Award ***	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Chevrolet	(Amendment 1)	No Bid	No Bid	**Award ***	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Ford	(Amendment 1)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award ***
	GMC	(Amendment 1)	No Bid	No Bid	**Award ***	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Administrative Sedans	Chevrolet		No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Dodge		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Ford		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**
	Kia *		No Bid	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid
	Nissan		No Bid	No Bid	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid	No Bid
	Toyota		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
All Terrain Vehicles	CanAm		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Honda		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Polaris		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Suzuki		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Yamaha		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Cab & Chassis Trucks 4X2	Chevrolet		No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Ford		No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**
	GMC		No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Mercedes-Benz		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award ***	No Bid
	Ram *		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award ***	No Bid	No Bid
Cab & Chassis Trucks 4X4	Chevrolet		No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Ford		No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**
	GMC		No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Ram *		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Cargo & Passenger Vans	Chevrolet		No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Chrysler		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid
	Ford		No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**
	GMC		No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Mercedes-Benz		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award ***	No Bid
	Ram *		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award ***	No Bid	No Bid
	Toyota		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Electric & Plug-In Hybrid	Bright Drop/General Motors		No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Chevrolet		No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Chrysler		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid
	Ford		No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**
	Nissan		No Bid	No Bid	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid	No Bid
Electric Bikes & Transports											
	Volcanic		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Motorcycles											
	Harley Davidson		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
2008 East Eighth Avenue
Tampa, FL 33605

MARIANNE THEEN
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HOST SHERIFF PROCURMENT
Initial Term
Amendment #1 as of 9/3/25

BID NUMBER: **2024-005** **Assorted Vehicle Procurement** Opened: August 11, 2024 Initial Award: 10/28/2024 - 10/27/28 Change Order #: Renewal 1 EXP: Renewal 2 EXP: Renewal 3 EXP: ***Amendment 1*** * **Terms: Four (4) Year Initial Award** **Optional: Three (3) 2-Year Renewals**										
	Amendment 1	Amendment 1	Amendment 1	Amendment 1	Amendment 1	Amendment 1	Amendment 1	Amendment 1	Amendment 1	
	HCSO Supplier SI-301227 **TMCAA, Inc DBA** **ALLILGATOR ALLEY** **HARLEY DAVIDSON** 201 International Pkwy. Sunrise, FL 33325 Stephen Otton (954) 414-4135 x 3118 stephen@alligatoralleyharley.com EIN 843233539	HCSO Supplier SI-260041 **BOZARD FORD** **COMPANY** 540 Outlet Mall Blvd. St. Augustine, FL 32084 Jeff Young (904) 824-1641 jyoung@bozard.com EIN 591741580	HCSO Supplier SI-301226 **CARL BLACK OF** **ORLANDO, LLC** 11500 E. Colonial Dr. Orlando, FL 32817 Edgar Massoni (305) 781-3661 emassoni@carlblack.com EIN 204993730	HCSO Supplier SI-301232 **Crown Auto Dealerships Inc dba** **CROWN BUICK GMC** 5237 34th St. N. St. Petersburg, FL 33714 Seth Edelman (727) 939-6606 sedelman@crowncars.com EIN 591235420	HCSO Supplier SI-301229 **Crown Auto Dealerships Inc dba** **CROWN KIA** 6500 US Highway 19 Pinellas Park, FL 3781 Seth Edelman (727) 939-6606 sedelman@crowncars.com EIN 591235420	HCSO Supplier SI-301231 **Crown Auto Dealerships Inc dba** **CROWN NISSAN** 5151 34th St. St. Petersburg, Florida 33714 Seth Edelman (727) 939-6606 sedelman@crowncars.com EIN 591235420	HCSO Supplier SI-301230 **Crown Chrysler Jeep Inc dba** **CROWN DUBLIN** 6350 Perimeter Loop Road Dublin, OH 43017 EIN 311357567 Tim Duffey & Seth Edelman (614) 761-2360 Tduffey@CrownCars.com sedelman@crowncars.com	HCSO Supplier SI-301228 **CROWN EUROCARS, INC** 8302 US Highway 19 Pinellas Park, FL 3781 Seth Edelman (727) 939-6606 sedelman@crowncars.com EIN 592553792	HCSO Supplier SI-251251 **DUVAL FORD LLC** 405 Lane Ave. N. Jacksonville, FL 32254 Jeff Eason (904) 388-2144 jeff.eason@duvalmotor.com EIN 273646082
HIGHLIGHTED AREA INDICATES AWARD										
Motorcycles - Pursuit Rated										
	Harley Davidson Road King	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Harley Davidson Electra Glide	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Harley Davidson Police Road Glide	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Pickup Trucks 4X2										
	Chevrolet	No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Ford	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**
	GMC *	No Bid	No Bid	**Award**	**Award** *	No Bid	No Bid	No Bid	No Bid	No Bid
	Ram *	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award** *	**Award**	No Bid
	Toyota	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Pickup Trucks 4X4 *										
	Chevrolet	No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Ford	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**
	GMC *	No Bid	No Bid	**Award**	**Award** *	No Bid	No Bid	No Bid	No Bid	No Bid
	Jeep *	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award** *	No Bid	No Bid
	Ram *	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award** *	No Bid	No Bid
	Toyota	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Utility & Hybrid Vehicles 4X2 *										
	Chevrolet	No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Dodge	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid
	Ford	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**
	GMC *	No Bid	No Bid	**Award**	**Award** *	No Bid	No Bid	No Bid	No Bid	No Bid
	Jeep *	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Kia *	No Bid	No Bid	No Bid	No Bid	**Award** *	No Bid	No Bid	No Bid	No Bid
	Nissan *	No Bid	No Bid	No Bid	No Bid	No Bid	**Award** *	No Bid	No Bid	No Bid
	Toyota	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Utility & Hybrid Vehicles 4X4 & AWD *										
	Chevrolet	No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Dodge	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Ford	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**
	GMC *	No Bid	No Bid	**Award**	**Award** *	No Bid	No Bid	No Bid	No Bid	No Bid
	Jeep *	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Kia	No Bid	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid
	Nissan *	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid	No Bid
	Toyota	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Utility Task Vehicles										
Pursuit Rated Vehicles										
	Chevrolet Tahoe 4x2 PPV	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Chevrolet Silverado 4x4 PPV	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Chevrolet Tahoe 4x4 PPV	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
*	**Exceptions**	See Pricing Matrix	See Pricing Matrix	See Pricing Matrix	See Pricing Matrix	See Pricing Matrix	See Pricing Matrix	See Pricing Matrix	See Pricing Matrix	Includes also Whelen, Soundoff, Troy, Leer, Trek and Thule discounts *

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2008 East Eighth Avenue
Tampa, FL 33605
Marianne Theen
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Financial Services Division
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HOST SHERIFF PROCURMENT
Initial Term
Amendment #1 as of 9/3/25

BID NUMBER: **2024-005** **Assorted Vehicle Procurement** Opened: August 11, 2024 Initial Award: 10/28/2024 - 10/27/28 Change Order #: Renewal 1 EXP: Renewal 2 EXP: Renewal 3 EXP: *Amendment 1* * **Terms: Four (4) Year Initial Award** **Optional: Three (3) 2-Year Renewals**	HCSO Supplier SI-260812 *Ferman Motor Car Company dba* **FERMAN BUICK PONTIAC GMC** 24252 St. Rd. 54 Lutz, FL 33559 Luke Miller (813) 929-2400 lmiller@ferman.com EIN 260207114	HCSO Supplier SI-301240 *Ferman Motor Car Company dba* **FERMAN CHRYSLER JEEP DODGE RAM** 24314 St. Rd. 54 Lutz, FL 33559 Luke Miller (813) 929-2400 lmiller@ferman.com EIN 260207114	HCSO Supplier SI-300339 **FERMAN CHEVROLET** 16414 N. Dale Mabry Hwy. Tampa, FL 33618 Sandy MacDonald (813) 929-2400 smacdonald@ferman.com EIN 843719470	HCSO Supplier SI-261718 **FERMAN FORD OF COUNTRYSIDE** 24825 U.S. Hwy. 19 N. Clearwater, FL 33763 Jason Bray (727) 797-2277 jason.bray@ferman.com EIN 465639305	HCSO Supplier SI-301225 **NEW SMYRNA BEACH CHEVROLET** 2375 FL-44 New Smyrna Beach, FL 32168 Jordan Kline (386) 427-1313 jkline@newsmyrnachevy.com EIN 460857638	HCSO Supplier SI-236031 **STINGRAY CHEVROLET, LLC** 2002 N. Frontage Rd. Plant City, FL 33563 Peter Popiel (813) 359-5016 magicpeterfleet@gmail.com EIN 263432941	HCSO Supplier SI-300299 **VILLAGE CADILLAC TOYOTA** 2431 S. Suncoast Blvd. Homosassa, FL 34448 Pam Mills (352) 621-7116 Pmills@dimmitt.com EIN 922637564	HCSO Supplier SI-300045 **VOLCANIC PARTNERS LLC** P.O. Box 526 Boys Town, NE 68010 Christopher Snere (509) 427-8623 info@volcanicbikes.com EIN 873368993
HIGHLIGHTED AREA INDICATES AWARD									
BRAND DISCOUNTS *	All (Amendment 1)	**Award ***	No Bid	**Award ***	No Bid	No Bid	No Bid	No Bid	No Bid
	Bright Drop/General Motors (Amendment 1)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Chevrolet (Amendment 1)	No Bid	No Bid	**Award ***	No Bid	**Award ***	No Bid	No Bid	No Bid
	Ford (Amendment 1)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	GMC (Amendment 1)	**Award ***	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Administrative Sedans	Chevrolet	No Bid	No Bid	**Award**	No Bid	No Bid	**Award**	No Bid	No Bid
	Dodge	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Ford	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Kia *	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Nissan	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Toyota	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**	No Bid
All Terrain Vehicles	CanAm	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Honda	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Polaris	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Suzuki	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Yamaha	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Cab & Chassis Trucks 4X2	Chevrolet	No Bid	No Bid	**Award**	No Bid	No Bid	**Award**	No Bid	No Bid
	Ford	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid
	GMC	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Mercedes-Benz	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Ram *	No Bid	**Award ***	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Cab & Chassis Trucks 4X4	Chevrolet	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid
	Ford	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid
	GMC	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Ram *	No Bid	**Award ***	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Cargo & Passenger Vans	Chevrolet	No Bid	No Bid	**Award**	No Bid	**Award**	**Award**	No Bid	No Bid
	Chrysler	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Ford	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid
	GMC	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Mercedes-Benz	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Ram *	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Toyota	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**	No Bid
Electric & Plug-In Hybrid	Bright Drop/General Motors	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid
	Chevrolet	No Bid	No Bid	**Award**	No Bid	No Bid	**Award**	No Bid	No Bid
	Chrysler	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Ford	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid
	Nissan	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Electric Bikes & Transports	Volcanic	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**
Motorcycles	Harley Davidson	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
2008 EAST EIGHTH AVENUE
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HOST SHERIFF PROCURMENT
Initial Term
Amendment #1 as of 9/3/25

BID NUMBER: **2024-005** **Assorted Vehicle Procurement** Opened: August 11, 2024 Initial Award: 10/28/2024 - 10/27/28 Change Order #: Renewal 1 EXP: Renewal 2 EXP: Renewal 3 EXP: ***Amendment 1*** * **Terms: Four (4) Year Initial Award** **Optional: Three (3) 2-Year Renewals**		HCSO Supplier SI-260812 ***Ferman Motor Car Company dba* FERMAN BUICK PONTIAC GMC** 24252 St. Rd. 54 Lutz, FL 33559 Luke Miller (813) 929-2400 lmiller@ferman.com EIN 200207114	HCSO Supplier SI-301240 ***Ferman Motor Car Company dba* FERMAN CHRYSLER JEEP DODGE RAM** 24314 St. Rd. 54 Lutz, FL 33559 Luke Miller (813) 929-2400 lmiller@ferman.com EIN 200207114	HCSO Supplier SI-300339 **FERMAN CHEVROLET** 16414 N. Dale Mabry Hwy. Tampa, FL 33618 Sandy MacDonald (813) 929-2400 smacdonald@ferman.com EIN 842719470	HCSO Supplier SI-261718 **FERMAN FORD OF COUNTRYSIDE** 24825 U.S. Hwy. 19 N. Clearwater, FL 33763 Jason Bray (727) 797-2277 jason.bray@ferman.com EIN 465639305	HCSO Supplier SI-301225 **NEW SMYRNA BEACH CHEVROLET** 2375 FL-44 New Smyrna Beach, FL 32168 Jordan Kline (386) 427-1313 jkline@newsmyrnachevy.com EIN 460857658	HCSO Supplier SI-236031 **STINGRAY CHEVROLET, LLC** 2002 N. Frontage Rd. Plant City, FL 33563 Peter Popiel (813) 359-5016 magicpeterfleet@gmail.com EIN 263432941	HCSO Supplier SI-300299 **VILLAGE CADILLAC TOYOTA** 2431 S. Suncoast Blvd. Homosassa, FL 34448 Pam Mills (352) 621-7116 Pmills@dimmitt.com EIN 922637564	HCSO Supplier SI-300045 **VOLCANIC PARTNERS LLC** P.O. Box 526 Boys Town, NE 68010 Christopher Snere (509) 427-8623 info@volcanicbikes.com EIN 873368993
HIGHLIGHTED AREA INDICATES AWARD									
Motorcycles - Pursuit Rated	**Harley Davidson Road King**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Harley Davidson Electra Glide	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Harley Davidson Police Road Glide	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Pickup Trucks 4X2	**Chevrolet**	No Bid	No Bid	**Award**	No Bid	**Award**	**Award**	No Bid	No Bid
	Ford	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid
	GMC *	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Ram *	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Toyota	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**	No Bid
Pickup Trucks 4X4 *	**Chevrolet**	No Bid	No Bid	**Award**	No Bid	**Award**	**Award**	No Bid	No Bid
	Ford	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid
	GMC *	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Jeep *	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Ram *	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Toyota	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**	No Bid
Utility & Hybrid Vehicles 4X2 *	**Chevrolet**	No Bid	No Bid	**Award**	No Bid	**Award**	**Award**	No Bid	No Bid
	Dodge	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Ford	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid
	GMC *	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Jeep *	No Bid	**Award** *	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Kia *	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Nissan *	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Toyota	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**	No Bid
Utility & Hybrid Vehicles 4X4 & AWD *	**Chevrolet**	No Bid	No Bid	**Award**	No Bid	**Award**	**Award**	No Bid	No Bid
	Dodge	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Ford	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid	No Bid	No Bid
	GMC *	**Award**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Jeep *	No Bid	**Award** *	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Kia	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Nissan *	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Toyota	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**	No Bid
Utility Task Vehicles									
Pursuit Rated Vehicles	**Chevrolet Tahoe 4x2 PPV**	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid
	Chevrolet Silverado 4x4 PPV	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid
	Chevrolet Tahoe 4x4 PPV	No Bid	No Bid	No Bid	No Bid	No Bid	**Award**	No Bid	No Bid
*	**Exceptions**	See Pricing Matrix	See Pricing Matrix	See Pricing Matrix	See Pricing Matrix	See Pricing Matrix	See Pricing Matrix	See Pricing Matrix	See Pricing Matrix

Appendix IV Pricing Sheet

Alligator Alley Harley-Davidson

Item Group	Item Make	Discounted Price
Administrative Sedan:	Chevrolet	
Administrative Sedan:	Dodge	
Administrative Sedan:	Ford	
Administrative Sedan:	Kia	
Administrative Sedan:	Nissan	
Administrative Sedan:	Toyota	
All Terrain Vehicle	CanAm	
All Terrain Vehicle	Honda	
All Terrain Vehicle	Polaris	
All Terrain Vehicle	Suzuki	
All Terrain Vehicle	Yamaha	
Cab and Chassis Trucks 4X2	Chevrolet	
Cab and Chassis Trucks 4X2	Ford	
Cab and Chassis Trucks 4X2	GMC	
Cab and Chassis Trucks 4X4	Chevrolet	
Cab and Chassis Trucks 4X4	Ford	
Cab and Chassis Trucks 4X4	GMC	
Cargo & Passenger Vans	Chevrolet	
Cargo & Passenger Vans	Chrysler	
Cargo & Passenger Vans	Ford	
Cargo & Passenger Vans	GMC	
Cargo & Passenger Vans	Mercedes-Benz	
Cargo & Passenger Vans	Ram	
Cargo & Passenger Vans	Toyota	
Electric & Plug-In Hybric	BrightDrop/General Motors	
Electric & Plug-In Hybric	Chevrolet	
Electric & Plug-In Hybric	Chrysler	
Electric & Plug-In Hybric	Ford	
Electric & Plug-In Hybric	Nissan	
Electric Bikes & Transports	Volcanic	
Motorcycles	Harley Davidson	MSRP pricing unavailable for police motors
Motorcycles – Pursuit Ratec	Harley Davidson Road King	$18,400.00
Motorcycles – Pursuit Ratec	Harley Davidson Electra Glide	$19,400.00
Motorcycles – Pursuit Ratec	Harley Davidson Police Road Glide	$19,975.00
Pickup Trucks 4X2	Chevrolet	
Pickup Trucks 4X2	Ford	
Pickup Trucks 4X2	GMC	
Pickup Trucks 4X2	Ram	
Pickup Trucks 4X2	Toyota	
Pickup Trucks 4X4	Chevrolet	
Pickup Trucks 4X4	Ford	
Pickup Trucks 4X4	GMC	
Pickup Trucks 4X4	Ram	
Pickup Trucks 4X4	Toyota	
Utility and Hybrid Vehicles 4X2	Chevrolet	
Utility and Hybrid Vehicles 4X2	Dodge	
Utility and Hybrid Vehicles 4X2	Ford	
Utility and Hybrid Vehicles 4X2	GMC	
Utility and Hybrid Vehicles 4X2	Kia	
Utility and Hybrid Vehicles 4X2	Nissan	
Utility and Hybrid Vehicles 4X2	Toyota	
Utility and Hybrid Vehicles 4X4 & AWD	Chevrolet	
Utility and Hybrid Vehicles 4X4 & AWD	Dodge	
Utility and Hybrid Vehicles 4X4 & AWD	Ford	
Utility and Hybrid Vehicles 4X4 & AWD	GMC	
Utility and Hybrid Vehicles 4X4 & AWD	Kia	
Utility and Hybrid Vehicles 4X4 & AWD	Nissan	
Utility and Hybrid Vehicles 4X4 & AWD	Toyota	
Utility Task Vehicles	Bobcat	
Utility Task Vehicles	CanAm	
Utility Task Vehicles	Honda	
Utility Task Vehicles	John Deere	
Utility Task Vehicles	Kawasaki	
Utility Task Vehicles	Kubota	
Utility Task Vehicles	Polaris	
Utility Task Vehicles	Suzuki	
Utility Task Vehicles	Yamaha	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x2 PPV	

Appendix IV Pricing Sheet

Alligator Alley Harley-Davidson

Pursuit Rated Vehicles	Chevrolet Silverado 4x4 PPV	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x4 PPV	

The below listed exceptions to the above list are also offered, in stock, for consideration.

Item Group	Item Make	Discounted Price
Pursuit Rated Vehicles	Harley-Davidson Pan America	$22,499.00

Exceptions:

- There is no MSRP price for police motorcycles from Harley-Davidson

Appendix IV Pricing Sheet

Bozard Ford Company

Item Group	Item Make	Discount off MSRP
Administrative Sedan	Chevrolet	
Administrative Sedan	Dodge	
Administrative Sedan	Ford	
Administrative Sedan	Kia	
Administrative Sedan	Nissan	
Administrative Sedan	Toyota	
All Terrain Vehicle	CanAm	
All Terrain Vehicle	Honda	
All Terrain Vehicle	Polaris	
All Terrain Vehicle	Suzuki	
All Terrain Vehicle	Yamaha	
Cab and Chassis Trucks 4X2	Chevrolet	
Cab and Chassis Trucks 4X2	**Ford**	**1.01%**
Cab and Chassis Trucks 4X2	GMC	
Cab and Chassis Trucks 4X4	Chevrolet	
Cab and Chassis Trucks 4X4	**Ford**	**1.01%**
Cab and Chassis Trucks 4X4	GMC	
Cargo & Passenger Vans	Chevrolet	
Cargo & Passenger Vans	Chrysler	
Cargo & Passenger Vans	**Ford**	**1.01%**
Cargo & Passenger Vans	GMC	
Cargo & Passenger Vans	Mercedes-Benz	
Cargo & Passenger Vans	Ram	
Cargo & Passenger Vans	Toyota	
Electric & Plug-In Hybric	BrightDrop/General Motors	
Electric & Plug-In Hybric	Chevrolet	
Electric & Plug-In Hybric	Chrysler	
Electric & Plug-In Hybric	**Ford**	**1.01%**
Electric & Plug-In Hybric	Nissan	
Electric Bikes & Transports	Volcanic	
Motorcycles	Harley Davidson	
Motorcycles – Pursuit Ratec	Harley Davidson Road King	
Motorcycles – Pursuit Ratec	Harley Davidson Electra Glide	
Motorcycles – Pursuit Ratec	Harley Davidson Police Road Glide	
Pickup Trucks 4X2	Chevrolet	
Pickup Trucks 4X2	**Ford**	**1.01%**
Pickup Trucks 4X2	GMC	
Pickup Trucks 4X2	Ram	
Pickup Trucks 4X2	Toyota	
Pickup Trucks 4X4	Chevrolet	
Pickup Trucks 4X4	**Ford**	**1.01%**
Pickup Trucks 4X4	GMC	
Pickup Trucks 4X4	Ram	
Pickup Trucks 4X4	Toyota	
Utility and Hybrid Vehicles 4X2	Chevrolet	
Utility and Hybrid Vehicles 4X2	Dodge	
Utility and Hybrid Vehicles 4X2	**Ford**	**1.01%**
Utility and Hybrid Vehicles 4X2	GMC	
Utility and Hybrid Vehicles 4X2	Kia	
Utility and Hybrid Vehicles 4X2	Nissan	
Utility and Hybrid Vehicles 4X2	Toyota	
Utility and Hybrid Vehicles 4X4 & AWD	Chevrolet	
Utility and Hybrid Vehicles 4X4 & AWD	Dodge	
Utility and Hybrid Vehicles 4X4 & AWD	**Ford**	**1.01%**
Utility and Hybrid Vehicles 4X4 & AWD	GMC	
Utility and Hybrid Vehicles 4X4 & AWD	Kia	
Utility and Hybrid Vehicles 4X4 & AWD	Nissan	
Utility and Hybrid Vehicles 4X4 & AWD	Toyota	
Utility Task Vehicles	Bobcat	
Utility Task Vehicles	CanAm	
Utility Task Vehicles	Honda	

Appendix IV Pricing Sheet
Bozard Ford Company

Utility Task Vehicles	John Deere	
Utility Task Vehicles	Kawasaki	
Utility Task Vehicles	Kubota	
Utility Task Vehicles	Polaris	
Utility Task Vehicles	Suzuki	
Utility Task Vehicles	Yamaha	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x2 PPV	
Pursuit Rated Vehicles	Chevrolet Silverado 4x4 PPV	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x4 PPV	

The below listed exceptions to the above list are also offered, in stock, for consideration.

Item Group	Item Make	Discount off MSRP

Exceptions:
- None listed

Appendix IV Pricing Sheet

Carl Black of Orlando, LLC

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Item Group	Item Make	Discount off MSRP
Administrative Sedans	Chevrolet	6.1%
Administrative Sedans	Dodge	
Administrative Sedans	Ford	
Administrative Sedans	Kia	
Administrative Sedans	Nissan	
Administrative Sedans	Toyota	
All Terrain Vehicle	CanAm	
All Terrain Vehicle	Honda	
All Terrain Vehicle	Polaris	
All Terrain Vehicle	Suzuki	
All Terrain Vehicle	Yamaha	
Cab and Chassis Trucks 4X2	Chevrolet	11.5%
Cab and Chassis Trucks 4X2	Ford	
Cab and Chassis Trucks 4X2	GMC	10.0%
Cab and Chassis Trucks 4X4	Chevrolet	11.0%
Cab and Chassis Trucks 4X4	Ford	
Cab and Chassis Trucks 4X4	GMC	10.0%
Cargo & Passenger Vans	Chevrolet	9.0%
Cargo & Passenger Vans	Chrysler	
Cargo & Passenger Vans	Ford	
Cargo & Passenger Vans	GMC	9.0%
Cargo & Passenger Vans	Mercedes-Benz	
Cargo & Passenger Vans	Ram	
Cargo & Passenger Vans	Toyota	
Electric & Plug-In Hybric	BrightDrop/General Motors	1.0%
Electric & Plug-In Hybric	Chevrolet	1.0%
Electric & Plug-In Hybric	Chrysler	
Electric & Plug-In Hybric	Ford	
Electric & Plug-In Hybric	Nissan	
Electric Bikes & Transports	Volcanic	
Motorcycles	Harley Davidson	
Motorcycles – Pursuit Rated	Harley Davidson Road King	
Motorcycles – Pursuit Rated	Harley Davidson Electra Glide	
Motorcycles – Pursuit Rated	Harley Davidson Police Road Glide	
Pickup Trucks 4X2	Chevrolet	7.0%
Pickup Trucks 4X2	Ford	
Pickup Trucks 4X2	GMC	7.0%
Pickup Trucks 4X2	Ram	
Pickup Trucks 4X2	Toyota	
Pickup Trucks 4X4	Chevrolet	8.9%
Pickup Trucks 4X4	Ford	
Pickup Trucks 4X4	GMC	8.9%
Pickup Trucks 4X4	Ram	
Pickup Trucks 4X4	Toyota	
Utility and Hybrid Vehicles 4X2	Chevrolet	5.5%
Utility and Hybrid Vehicles 4X2	Dodge	
Utility and Hybrid Vehicles 4X2	Ford	
Utility and Hybrid Vehicles 4X2	GMC	5.5%
Utility and Hybrid Vehicles 4X2	Kia	
Utility and Hybrid Vehicles 4X2	Nissan	
Utility and Hybrid Vehicles 4X2	Toyota	
Utility and Hybrid Vehicles 4X4 & AWD	Chevrolet	5.5%
Utility and Hybrid Vehicles 4X4 & AWD	Dodge	
Utility and Hybrid Vehicles 4X4 & AWD	Ford	
Utility and Hybrid Vehicles 4X4 & AWD	GMC	5.5%
Utility and Hybrid Vehicles 4X4 & AWD	Kia	
Utility and Hybrid Vehicles 4X4 & AWD	Nissan	
Utility and Hybrid Vehicles 4X4 & AWD	Toyota	
Utility Task Vehicles	Bobcat	
Utility Task Vehicles	CanAm	
Utility Task Vehicles	Honda	
Utility Task Vehicles	John Deere	
Utility Task Vehicles	Kawasaki	
Utility Task Vehicles	Kubota	
Utility Task Vehicles	Polaris	
Utility Task Vehicles	Suzuki	
Utility Task Vehicles	Yamaha	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x2 PPV	

Appendix IV Pricing Sheet

Carl Black of Orlando, LLC

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Pursuit Rated Vehicles	Chevrolet Silverado 4x4 PPV	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x4 PPV	

The below listed exceptions to the above list are also offered, in stock, for consideration.

Item Group	Item Make	Discount off MSRP
All	Chevrolet	1.0%
All	GMC	1.0%
All	Bright Drop/General Motors	1.0%
All		1.0%

Exceptions:
- None listed

Appendix IV Pricing Sheet

Crown Buick GMC

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Item Group	Item Make	Discount off MSRP
Administrative Sedans	Chevrolet	
Administrative Sedans	Dodge	
Administrative Sedans	Ford	
Administrative Sedans	Kia	
Administrative Sedans	Nissan	
Administrative Sedans	Toyota	
All Terrain Vehicle	CanAm	
All Terrain Vehicle	Honda	
All Terrain Vehicle	Polaris	
All Terrain Vehicle	Suzuki	
All Terrain Vehicle	Yamaha	
Cab and Chassis Trucks 4X2	Chevrolet	
Cab and Chassis Trucks 4X2	Ford	
Cab and Chassis Trucks 4X2	GMC	
Cab and Chassis Trucks 4X4	Chevrolet	
Cab and Chassis Trucks 4X4	Ford	
Cab and Chassis Trucks 4X4	GMC	
Cargo & Passenger Vans	Chevrolet	
Cargo & Passenger Vans	Chrysler	
Cargo & Passenger Vans	Ford	
Cargo & Passenger Vans	GMC	
Cargo & Passenger Vans	Mercedes-Benz	
Cargo & Passenger Vans	Ram	
Cargo & Passenger Vans	Toyota	
Electric & Plug-In Hybric	BrightDrop/General Motors	
Electric & Plug-In Hybric	Chevrolet	
Electric & Plug-In Hybric	Chrysler	
Electric & Plug-In Hybric	Ford	
Electric & Plug-In Hybric	Nissan	
Electric Bikes & Transports	Volcanic	
Motorcycles	Harley Davidson	
Motorcycles – Pursuit Rated	Harley Davidson Road King	
Motorcycles – Pursuit Rated	Harley Davidson Electra Glide	
Motorcycles – Pursuit Rated	Harley Davidson Police Road Glide	
Pickup Trucks 4X2	Chevrolet	
Pickup Trucks 4X2	Ford	
Pickup Trucks 4X2	**GMC Sierra Pro**	**3%**
Pickup Trucks 4X2	Ram	
Pickup Trucks 4X2	Toyota	
Pickup Trucks 4X4	Chevrolet	
Pickup Trucks 4X4	Ford	
Pickup Trucks 4X4	**GMC Sierra Pro**	**3%**
Pickup Trucks 4X4	Ram	
Pickup Trucks 4X4	Toyota	
Utility and Hybrid Vehicles 4X2	Chevrolet	
Utility and Hybrid Vehicles 4X2	Dodge	
Utility and Hybrid Vehicles 4X2	Ford	
Utility and Hybrid Vehicles 4X2 #TXL20	**GMC Terrain SLE FWD**	**3.59%**
Utility and Hybrid Vehicles 4X2	Kia	
Utility and Hybrid Vehicles 4X2	Nissan	
Utility and Hybrid Vehicles 4X2	Toyota	
Utility and Hybrid Vehicles 4X4 & AWD	Chevrolet	
Utility and Hybrid Vehicles 4X4 & AWD	Dodge	
Utility and Hybrid Vehicles 4X4 & AWD	Ford	
Utility and Hybrid Vehicles 4X4 & AWD	**GMC Acadia Elevation**	**1.79%**
Utility and Hybrid Vehicles 4X4 & AWD	Kia	
Utility and Hybrid Vehicles 4X4 & AWD	Nissan	
Utility and Hybrid Vehicles 4X4 & AWD	Toyota	
Utility Task Vehicles	Bobcat	
Utility Task Vehicles	CanAm	
Utility Task Vehicles	Honda	
Utility Task Vehicles	John Deere	
Utility Task Vehicles	Kawasaki	
Utility Task Vehicles	Kubota	
Utility Task Vehicles	Polaris	
Utility Task Vehicles	Suzuki	
Utility Task Vehicles	Yamaha	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x2 PPV	

Appendix IV Pricing Sheet

Crown Buick GMC

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Pursuit Rated Vehicles	Chevrolet Silverado 4x4 PPV	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x4 PPV	

The below listed exceptions to the above list are also offered, in stock, for consideration.

Item Group	Item Make	Discount off MSRP
Utility and Hybrid Vehicles 4X2	GMC Acadia Elevation FWD	2.27%
Utility and Hybrid Vehicles 4X2	GMC Yukon SLE 2WD	3.08%
Utility and Hybrid Vehiclex 4X4	GMC Terrain SLE AWD	3.96%
Utility and Hybrid Vehiclex 4X4	GMC Yukon SLE 4WD	3.08%
Pick Up Trucks 4X2	GMC Sierra Pro 2WD Gas	3%
Pick Up Trucks 4X2	GMC Sierra Pro 2WD Diesel	3%
Pick Up Trucks 4X4	GMC Sierra Pro 4WD Gas	3%
Pick Up Trucks 4X4	GMC Sierra Pro 4WD Diesel	3%

Exceptions:

- None listed

Appendix IV Pricing Sheet

Crown Dublin

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Item Group	Item Make	Discount off MSRP
Administrative Sedans	Chevrolet	
Administrative Sedans	Dodge	
Administrative Sedans	Ford	
Administrative Sedans	Kia	
Administrative Sedans	Nissan	
Administrative Sedans	Toyota	
All Terrain Vehicle	CanAm	
All Terrain Vehicle	Honda	
All Terrain Vehicle	Polaris	
All Terrain Vehicle	Suzuki	
All Terrain Vehicle	Yamaha	
Cab and Chassis Trucks 4X2	Chevrolet	
Cab and Chassis Trucks 4X2	Ford	
Cab and Chassis Trucks 4X2	GMC	
Cab and Chassis Trucks 4X4	Chevrolet	
Cab and Chassis Trucks 4X4	Ford	
Cab and Chassis Trucks 4X4	GMC	
Cargo & Passenger Vans	Chevrolet	
Cargo & Passenger Vans	Chrysler Pacifica Select	5.51%
Cargo & Passenger Vans	Ford	
Cargo & Passenger Vans	GMC	
Cargo & Passenger Vans	Mercedes-Benz	
Cargo & Passenger Vans	Ram	See Exceptions Also Offered
Cargo & Passenger Vans	Toyota	
Electric & Plug-In Hybric	BrightDrop/General Motors	
Electric & Plug-In Hybric	Chevrolet	
Electric & Plug-In Hybric	Chrysler Pacifica PHEV Select	3.76%
Electric & Plug-In Hybric	Ford	
Electric & Plug-In Hybric	Nissan	
Electric Bikes & Transports	Volcanic	
Motorcycles	Harley Davidson	
Motorcycles – Pursuit Rated	Harley Davidson Road King	
Motorcycles – Pursuit Rated	Harley Davidson Electra Glide	
Motorcycles – Pursuit Rated	Harley Davidson Police Road Glide	
Pickup Trucks 4X2	Chevrolet	
Pickup Trucks 4X2	Ford	
Pickup Trucks 4X2	GMC	
Pickup Trucks 4X2	Ram 1500, Crew, 5'7" Box	15.19%
Pickup Trucks 4X2	Toyota	
Pickup Trucks 4X4	Chevrolet	
Pickup Trucks 4X4	Ford	
Pickup Trucks 4X4	GMC	
Pickup Trucks 4X4	Ram 1500, Quad, 6'4" Box	16.19%
Pickup Trucks 4X4	Toyota	
Utility and Hybrid Vehicles 4X2	Chevrolet	
Utility and Hybrid Vehicles 4X2	Dodge Durango GT RWD #WDDH75	9.97%
Utility and Hybrid Vehicles 4X2	Ford	
Utility and Hybrid Vehicles 4X2	GMC	
Utility and Hybrid Vehicles 4X2	Kia	
Utility and Hybrid Vehicles 4X2	Nissan	
Utility and Hybrid Vehicles 4X2	Toyota	
Utility and Hybrid Vehicles 4X4 & AWD	Chevrolet	
Utility and Hybrid Vehicles 4X4 & AWD	Dodge	
Utility and Hybrid Vehicles 4X4 & AWD	Ford	
Utility and Hybrid Vehicles 4X4 & AWD	GMC	
Utility and Hybrid Vehicles 4X4 & AWD	Kia	
Utility and Hybrid Vehicles 4X4 & AWD	Nissan	
Utility and Hybrid Vehicles 4X4 & AWD	Toyota	
Utility Task Vehicles	Bobcat	
Utility Task Vehicles	CanAm	
Utility Task Vehicles	Honda	
Utility Task Vehicles	John Deere	
Utility Task Vehicles	Kawasaki	
Utility Task Vehicles	Kubota	
Utility Task Vehicles	Polaris	
Utility Task Vehicles	Suzuki	
Utility Task Vehicles	Yamaha	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x2 PPV	

Appendix IV Pricing Sheet

Crown Dublin

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Pursuit Rated Vehicles	Chevrolet Silverado 4x4 PPV	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x4 PPV	

The below listed exceptions to the above list are also offered, in stock, for consideration.

Item Group	Item Make	Discount off MSRP
Cab and Chassis Trucks 4X2	Ram 3500 60' C/A Reg 6.4L V8 Auto	6.05%
Cab and Chassis Trucks 4X2	Ram 4500 60' C/A Reg 6.4L V8 Auto	6.14%
Cab and Chassis Trucks 4X2	Ram 5500 60' C/A Reg 6.4L V8 Auto	6.13%
Cargo & Passenger Vans	Ram ProMaster 1500 Low 118', #VF1L11	11.56%
Cargo & Passenger Vans	Ram ProMaster 1500 Low 136', #VF1L12	11.34%
Cargo & Passenger Vans	Ram ProMaster 1500 High 136', #VF1L13	11.28%
Cargo & Passenger Vans	Ram ProMaster 2500 High 136', #VF2L13	11.16%
Cargo & Passenger Vans	Ram ProMaster 2500 High 159', #VF2L16	11.12%
Cargo & Passenger Vans	Ram ProMaster 3500 High 136', #VF3L13	9.22%
Cargo & Passenger Vans	Ram ProMaster 3500 Low 136', #VF3L12	11.16%
Cargo & Passenger Vans	Ram ProMaster 3500 Super High 159', #VF3L19	10.84%
Cargo & Passenger Vans	Ram ProMaster 3500 High 159' WB, #VF3L16	11.05%
Cargo & Passenger Vans	Ram ProMaster 3500 EV SHR 159' WB EXT, #VFLL59	11.65%
Pickup Trucks 4X2	Ram 1500 Quad 6'4" Box 3.0L Twin-Turbo Diesel, 2WD	12.42%
Pickup Trucks 4X2	Ram 2500 Reg 8' Bed 6.4L Gas, 2WD, #DJ2L62	3.79%
Pickup Trucks 4X4	Ram 2500 Reg 8' Bed 6.4L Gas, 4WD, #DJ7L62	2.57%
Pickup Trucks 4X4	Ram 3500 Reg 8' Bed 6.4L V8, 4WD, #D28L62	5.51%
Pickup Trucks 4X4	Jeep Gladiator Sport	2.00%

Exceptions:

Appendix IV Pricing Sheet

Crown Eurocars

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Item Group	Item Make	Discount off MSRP
Administrative Sedans	Chevrolet	
Administrative Sedans	Dodge	
Administrative Sedans	Ford	
Administrative Sedans	Kia	
Administrative Sedans	Nissan	
Administrative Sedans	Toyota	
All Terrain Vehicle	CanAm	
All Terrain Vehicle	Honda	
All Terrain Vehicle	Polaris	
All Terrain Vehicle	Suzuki	
All Terrain Vehicle	Yamaha	
Cab and Chassis Trucks 4X2	Chevrolet	
Cab and Chassis Trucks 4X2	Ford	
Cab and Chassis Trucks 4X2	GMC	
Cab and Chassis Trucks 4X4	Chevrolet	
Cab and Chassis Trucks 4X4	Ford	
Cab and Chassis Trucks 4X4	GMC	
Cargo & Passenger Vans	Chevrolet	
Cargo & Passenger Vans	Chrysler	
Cargo & Passenger Vans	Ford	
Cargo & Passenger Vans	GMC	
Cargo & Passenger Vans	Mercedes-Benz	See Exceptions Also Offered
Cargo & Passenger Vans	Ram	
Cargo & Passenger Vans	Toyota	
Electric & Plug-In Hybric	BrightDrop/General Motors	
Electric & Plug-In Hybric	Chevrolet	
Electric & Plug-In Hybric	Chrysler	
Electric & Plug-In Hybric	Ford	
Electric & Plug-In Hybric	Nissan	
Electric Bikes & Transports	Volcanic	
Motorcycles	Harley Davidson	
Motorcycles – Pursuit Rated	Harley Davidson Road King	
Motorcycles – Pursuit Rated	Harley Davidson Electra Glide	
Motorcycles – Pursuit Rated	Harley Davidson Police Road Glide	
Pickup Trucks 4X2	Chevrolet	
Pickup Trucks 4X2	Ford	
Pickup Trucks 4X2	GMC	
Pickup Trucks 4X2	Ram	
Pickup Trucks 4X2	Toyota	
Pickup Trucks 4X4	Chevrolet	
Pickup Trucks 4X4	Ford	
Pickup Trucks 4X4	GMC	
Pickup Trucks 4X4	Ram	
Pickup Trucks 4X4	Toyota	
Utility and Hybrid Vehicles 4X2	Chevrolet	
Utility and Hybrid Vehicles 4X2	Dodge	
Utility and Hybrid Vehicles 4X2	Ford	
Utility and Hybrid Vehicles 4X2	GMC	
Utility and Hybrid Vehicles 4X2	Kia	
Utility and Hybrid Vehicles 4X2	Nissan	
Utility and Hybrid Vehicles 4X2	Toyota	
Utility and Hybrid Vehicles 4X4 & AWD	Chevrolet	
Utility and Hybrid Vehicles 4X4 & AWD	Dodge	
Utility and Hybrid Vehicles 4X4 & AWD	Ford	
Utility and Hybrid Vehicles 4X4 & AWD	GMC	
Utility and Hybrid Vehicles 4X4 & AWD	Kia	
Utility and Hybrid Vehicles 4X4 & AWD	Nissan	
Utility and Hybrid Vehicles 4X4 & AWD	Toyota	
Utility Task Vehicles	Bobcat	
Utility Task Vehicles	CanAm	
Utility Task Vehicles	Honda	
Utility Task Vehicles	John Deere	
Utility Task Vehicles	Kawasaki	
Utility Task Vehicles	Kubota	
Utility Task Vehicles	Polaris	
Utility Task Vehicles	Suzuki	
Utility Task Vehicles	Yamaha	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x2 PPV	

Appendix IV Pricing Sheet

Crown Eurocars

Revision Date 8.7.2025 — Updated with Agreement Amendment 1

Pursuit Rated Vehicles	Chevrolet Silverado 4x4 PPV	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x4 PPV	

The below listed exceptions to the above list are also offered, in stock, for consideration.

Item Group	Item Make	Discount off MSRP
Cab & Chassis Trucks 4X2	Mercedes Sprinter 3500XD, 170' Diesel	9.32%
Cargo & Passenger Vans	Mercedes Sprinter 2500 High Top, Diesel, 170'	9.22%
Cargo & Passenger Vans	Mercedes Sprinter 2500 High Roof, HO, Diesel, 170'	9.08%
Cargo & Passenger Vans	Mercedes Sprinter 2500 High Roof, 144'	10.16%
Cargo & Passenger Vans	Mercedes Sprinter 2500 Low Roof, 144'	9.62%
Cargo & Passenger Vans	Mercedes Sprinter 2500 High Roof, HO, Diesel, 144'	8.70%
Cargo & Passenger Vans	Mercedes Sprinter 2500 Low Roof, Diesel, 144'	9.36%
Cab Chassis Sprinter Van	Sprinter (Specific to VIN W1X8N33Y9RN284686, 2024 3500 Model	13%
Cago & Passenger Vans	Mercedes Benz Sprinter Passenger Vans	2%

Exceptions:

- None listed

Appendix IV Pricing Sheet

Crown Kia

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Item Group	Item Make	Discount off MSRP
Administrative Sedan	Chevrolet	
Administrative Sedan	Dodge	
Administrative Sedan	Ford	
Administrative Sedan	Kia K5 LXS FWD	1.28%
Administrative Sedan	Nissan	
Administrative Sedan	Toyota	
All Terrain Vehicle	CanAm	
All Terrain Vehicle	Honda	
All Terrain Vehicle	Polaris	
All Terrain Vehicle	Suzuki	
All Terrain Vehicle	Yamaha	
Cab and Chassis Trucks 4X2	Chevrolet	
Cab and Chassis Trucks 4X2	Ford	
Cab and Chassis Trucks 4X2	GMC	
Cab and Chassis Trucks 4X4	Chevrolet	
Cab and Chassis Trucks 4X4	Ford	
Cab and Chassis Trucks 4X4	GMC	
Cargo & Passenger Vans	Chevrolet	
Cargo & Passenger Vans	Chrysler	
Cargo & Passenger Vans	Ford	
Cargo & Passenger Vans	GMC	
Cargo & Passenger Vans	Mercedes-Benz	
Cargo & Passenger Vans	Ram	
Cargo & Passenger Vans	Toyota	
Electric & Plug-In Hybric	BrightDrop/General Motors	
Electric & Plug-In Hybric	Chevrolet	
Electric & Plug-In Hybric	Chrysler	
Electric & Plug-In Hybric	Ford	
Electric & Plug-In Hybric	Nissan	
Electric Bikes & Transports	Volcanic	
Motorcycles	Harley Davidson	
Motorcycles – Pursuit Ratec	Harley Davidson Road King	
Motorcycles – Pursuit Ratec	Harley Davidson Electra Glide	
Motorcycles – Pursuit Ratec	Harley Davidson Police Road Glide	
Pickup Trucks 4X2	Chevrolet	
Pickup Trucks 4X2	Ford	
Pickup Trucks 4X2	GMC	
Pickup Trucks 4X2	Ram	
Pickup Trucks 4X2	Toyota	
Pickup Trucks 4X4	Chevrolet	
Pickup Trucks 4X4	Ford	
Pickup Trucks 4X4	GMC	
Pickup Trucks 4X4	Ram	
Pickup Trucks 4X4	Toyota	
Utility and Hybrid Vehicles 4X2	Chevrolet	
Utility and Hybrid Vehicles 4X2	Dodge	
Utility and Hybrid Vehicles 4X2	Ford	
Utility and Hybrid Vehicles 4X2	GMC	
Utility and Hybrid Vehicles 4X2	Kia Sportage FWD	2.94%
Utility and Hybrid Vehicles 4X2	Nissan	
Utility and Hybrid Vehicles 4X2	Toyota	
Utility and Hybrid Vehicles 4X4 & AWD	Chevrolet	
Utility and Hybrid Vehicles 4X4 & AWD	Dodge	
Utility and Hybrid Vehicles 4X4 & AWD	Ford	
Utility and Hybrid Vehicles 4X4 & AWD	GMC	
Utility and Hybrid Vehicles 4X4 & AWD #42427	Kia Sportage AWD	2.95%
Utility and Hybrid Vehicles 4X4 & AWD	Nissan	
Utility and Hybrid Vehicles 4X4 & AWD	Toyota	
Utility Task Vehicles	Bobcat	
Utility Task Vehicles	CanAm	
Utility Task Vehicles	Honda	
Utility Task Vehicles	John Deere	
Utility Task Vehicles	Kawasaki	
Utility Task Vehicles	Kubota	
Utility Task Vehicles	Polaris	
Utility Task Vehicles	Suzuki	
Utility Task Vehicles	Yamaha	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x2 PPV	

Appendix IV Pricing Sheet

Crown Kia

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Pursuit Rated Vehicles	Chevrolet Silverado 4x4 PPV	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x4 PPV	

The below listed exceptions to the above list are also offered, in stock, for consideration.

Item Group	Item Make	Discount off MSRP
Administrative Sedans	Kia K4 LXS	1.35%
Utility & Hybrid Vehicles 4X2	Kia Sorento, FWD	3.41%
Utility & Hybrid Vehicles 4X2	Kia Telluride S V6	1.51%
Utility & Hybrid Vehicles 4X2	Kia Seltos S	1.34%

Exceptions:

- None listed

Appendix IV Pricing Sheet

Crown Nissan

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Item Group	Item Make	Discount off MSRP
Administrative Sedan	Chevrolet	
Administrative Sedan	Dodge	
Administrative Sedan	Ford	
Administrative Sedan	Kia	
Administrative Sedan	**Nissan Altima 2.5 S FWD, #13114**	**10.87%**
Administrative Sedan	Toyota	
All Terrain Vehicle	CanAm	
All Terrain Vehicle	Honda	
All Terrain Vehicle	Polaris	
All Terrain Vehicle	Suzuki	
All Terrain Vehicle	Yamaha	
Cab and Chassis Trucks 4X2	Chevrolet	
Cab and Chassis Trucks 4X2	Ford	
Cab and Chassis Trucks 4X2	GMC	
Cab and Chassis Trucks 4X4	Chevrolet	
Cab and Chassis Trucks 4X4	Ford	
Cab and Chassis Trucks 4X4	GMC	
Cargo & Passenger Vans	Chevrolet	
Cargo & Passenger Vans	Chrysler	
Cargo & Passenger Vans	Ford	
Cargo & Passenger Vans	GMC	
Cargo & Passenger Vans	Mercedes-Benz	
Cargo & Passenger Vans	Ram	
Cargo & Passenger Vans	Toyota	
Electric & Plug-In Hybric	BrightDrop/General Motors	
Electric & Plug-In Hybric	Chevrolet	
Electric & Plug-In Hybric	Chrysler	
Electric & Plug-In Hybric	Ford	
Electric & Plug-In Hybrid	**Nissan EV Leaf SV Plus**	**7.22%**
Electric Bikes & Transports	Volcanic	
Motorcycles	Harley Davidson	
Motorcycles – Pursuit Rated	Harley Davidson Road King	
Motorcycles – Pursuit Rated	Harley Davidson Electra Glide	
Motorcycles – Pursuit Rated	Harley Davidson Police Road Glide	
Pickup Trucks 4X2	Chevrolet	
Pickup Trucks 4X2	Ford	
Pickup Trucks 4X2	GMC	
Pickup Trucks 4X2	Ram	
Pickup Trucks 4X2	Toyota	
Pickup Trucks 4X4	Chevrolet	
Pickup Trucks 4X4	Ford	
Pickup Trucks 4X4	GMC	
Pickup Trucks 4X4	Ram	
Pickup Trucks 4X4	Toyota	
Utility and Hybrid Vehicles 4X2	Chevrolet	
Utility and Hybrid Vehicles 4X2	Dodge	
Utility and Hybrid Vehicles 4X2	Ford	
Utility and Hybrid Vehicles 4X2	GMC	
Utility and Hybrid Vehicles 4X2	Kia	
Utility and Hybrid Vehicles 4X2	**Nissan Pathfinder S 2WD #25114**	**9.42%**
Utility and Hybrid Vehicles 4X2	Toyota	
Utility and Hybrid Vehicles 4X4 & AWD	Chevrolet	
Utility and Hybrid Vehicles 4X4 & AWD	Dodge	
Utility and Hybrid Vehicles 4X4 & AWD	Ford	
Utility and Hybrid Vehicles 4X4 & AWD	GMC	
Utility and Hybrid Vehicles 4X4 & AWD	Kia	
Utility and Hybrid Vehicles 4X4 & AWD	**Nissan Pathfinder S 4WD #25014**	**9.19%**
Utility and Hybrid Vehicles 4X4 & AWD	Toyota	
Utility Task Vehicles	Bobcat	
Utility Task Vehicles	CanAm	
Utility Task Vehicles	Honda	
Utility Task Vehicles	John Deere	
Utility Task Vehicles	Kawasaki	
Utility Task Vehicles	Kubota	
Utility Task Vehicles	Polaris	
Utility Task Vehicles	Suzuki	
Utility Task Vehicles	Yamaha	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x2 PPV	

Appendix IV Pricing Sheet

Crown Nissan

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Pursuit Rated Vehicles	Chevrolet Silverado 4x4 PPV	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x4 PPV	

The below listed exceptions to the above list are also offered, in stock, for consideration.

Item Group	Item Make	Discount off MSRP
Utility & Hybrid Vehicles 4X2	Nissan Pathfinder SV 2WD	9.14%
Utility & Hybrid Vehicles 4X2	Nissan Rogue S Gas FWD	4.06%
Utility & Hybrid Vehicles 4X2	Nissan Ariya Engage FWD	6.99%
Utility & Hybrid Vehicles 4X2	Nissan Ariya Evolve+ and Engage+ FWD	5.97%
Utility & Hybrid Vehicles 4X4	Nissan Pathfinder SV 4WD	9.02%
Utility & Hybrid Vehicles 4X4	Nissan Ariya Evolve+ AWD	5.50%
Utility & Hybrid Vehicles 4X2	Nissan Frontier Trim Level "S" or "SV"	2%

Exceptions:

- None listed

Appendix IV Pricing Sheet

Duval Ford

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Item Group	Item Make	Discount off MSRP
Administrative Sedans	Chevrolet	
Administrative Sedans	Dodge	
Administrative Sedans	**Ford**	**1%**
Administrative Sedans	Kia	
Administrative Sedans	Nissan	
Administrative Sedans	Toyota	
All Terrain Vehicle	CanAm	
All Terrain Vehicle	Honda	
All Terrain Vehicle	Polaris	
All Terrain Vehicle	Suzuki	
All Terrain Vehicle	Yamaha	
Cab and Chassis Trucks 4X2	Chevrolet	
Cab and Chassis Trucks 4X2	**Ford**	**1%**
Cab and Chassis Trucks 4X2	GMC	
Cab and Chassis Trucks 4X4	Chevrolet	
Cab and Chassis Trucks 4X4	**Ford**	**1%**
Cab and Chassis Trucks 4X4	GMC	
Cargo & Passenger Vans	Chevrolet	
Cargo & Passenger Vans	Chrysler	
Cargo & Passenger Vans	**Ford**	**1%**
Cargo & Passenger Vans	GMC	
Cargo & Passenger Vans	Mercedes-Benz	
Cargo & Passenger Vans	Ram	
Cargo & Passenger Vans	Toyota	
Electric & Plug-In Hybric	BrightDrop/General Motors	
Electric & Plug-In Hybric	Chevrolet	
Electric & Plug-In Hybric	Chrysler	
Electric & Plug-In Hybric	**Ford**	**1%**
Electric & Plug-In Hybric	Nissan	
Electric Bikes & Transports	Volcanic	
Motorcycles	Harley Davidson	
Motorcycles – Pursuit Rated	Harley Davidson Road King	
Motorcycles – Pursuit Rated	Harley Davidson Electra Glide	
Motorcycles – Pursuit Rated	Harley Davidson Police Road Glide	
Pickup Trucks 4X2	Chevrolet	
Pickup Trucks 4X2	**Ford**	**1%**
Pickup Trucks 4X2	GMC	
Pickup Trucks 4X2	Ram	
Pickup Trucks 4X2	Toyota	
Pickup Trucks 4X4	Chevrolet	
Pickup Trucks 4X4	**Ford**	**1%**
Pickup Trucks 4X4	GMC	
Pickup Trucks 4X4	Ram	
Pickup Trucks 4X4	Toyota	
Utility and Hybrid Vehicles 4X2	Chevrolet	
Utility and Hybrid Vehicles 4X2	Dodge	
Utility and Hybrid Vehicles 4X2	**Ford**	**1%**
Utility and Hybrid Vehicles 4X2	GMC	
Utility and Hybrid Vehicles 4X2	Kia	
Utility and Hybrid Vehicles 4X2	Nissan	
Utility and Hybrid Vehicles 4X2	Toyota	
Utility and Hybrid Vehicles 4X4 & AWD	Chevrolet	
Utility and Hybrid Vehicles 4X4 & AWD	Dodge	
Utility and Hybrid Vehicles 4X4 & AWD	**Ford**	**1%**
Utility and Hybrid Vehicles 4X4 & AWD	GMC	
Utility and Hybrid Vehicles 4X4 & AWD	Kia	
Utility and Hybrid Vehicles 4X4 & AWD	Nissan	
Utility and Hybrid Vehicles 4X4 & AWD	Toyota	
Utility Task Vehicles	Bobcat	
Utility Task Vehicles	CanAm	
Utility Task Vehicles	Honda	
Utility Task Vehicles	John Deere	
Utility Task Vehicles	Kawasaki	
Utility Task Vehicles	Kubota	
Utility Task Vehicles	Polaris	
Utility Task Vehicles	Suzuki	
Utility Task Vehicles	Yamaha	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x2 PPV	

Appendix IV Pricing Sheet

Duval Ford

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Pursuit Rated Vehicles	Chevrolet Silverado 4x4 PPV	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x4 PPV	

The below listed exceptions to the above list are also offered, in stock, for consideration.

Item Group	Item Make	Discount off MSRP
All	Ford	1%
All	Whelen, Soundoff	10%
All	Troy Products	10%
All	Leer Brand	1%
All	Trek / Specialized	5%
All	Thule	5%

Exceptions:

1. Duval Ford's bid is for STOCK vehicles per definition: [Part C, paragraph one and two] resulting from cancelled orders within its Governmental Dealership, ordering Code F24081. Any RETAIL allocated STOCK vehicles, designated by Ford Motor Company's order type "2" designation will be subject to availability. Availability is determined as: RETAIL vehicles without pending quotes, finance application, or special order commitment by a retail or commercial customer, as evidenced within the retail dealership (24200) dealer-management-software-system. Retail vehicles may appear to be available via website lookup but dealer has the final determination of what is Stock vs. Committed.

2. Ford Motor Company currently does not have a "stocking" program as of this time for the Governmental purchaser. Ford Mo Company has indicated that allocation is being reviewed for the Police Vehicle Specifications.

3. Dealer cannot obligate an IN STOCK vehicle without evidence of an agency PURCHASE ORDER. 24 Hour holds with verbal intent to order evidenced by email response to quote will govern.

4. Section 18, part C, paragraph one, dealer interprets "dealer changes price" to mean "manufacturer changes price".

5. Per page 20, section 12, paragraph 6: MSRP definition applies to the federally required Monroney label, not aftermarket additions, i.e. Service Body trucks. Duval Ford will discount up-fitted vehicles, or dealer adds/packages from the MSRP addendum posted to the vehicle record located next to the OEM Window Sticker.

6. Per Page 28, Section E, Duval Ford will make additional concessions for prior model year vehicles but cannot guarantee an additional fixed 2% due to changing OEM concessions per vehicle type. It is impossible to commit before this circumstance presents itself.

Appendix IV Pricing Sheet

Ferman Buick GMC

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Item Group	Item Make	Discount off MSRP
Administrative Sedans	Chevrolet	
Administrative Sedans	Dodge	
Administrative Sedans	Ford	
Administrative Sedans	Kia	
Administrative Sedans	Nissan	
Administrative Sedans	Toyota	
All Terrain Vehicle	CanAm	
All Terrain Vehicle	Honda	
All Terrain Vehicle	Polaris	
All Terrain Vehicle	Suzuki	
All Terrain Vehicle	Yamaha	
Cab and Chassis Trucks 4X2	Chevrolet	
Cab and Chassis Trucks 4X2	Ford	
Cab and Chassis Trucks 4X2	GMC	2%
Cab and Chassis Trucks 4X4	Chevrolet	
Cab and Chassis Trucks 4X4	Ford	
Cab and Chassis Trucks 4X4	GMC	2%
Cargo & Passenger Vans	Chevrolet	
Cargo & Passenger Vans	Chrysler	
Cargo & Passenger Vans	Ford	
Cargo & Passenger Vans	GMC	2%
Cargo & Passenger Vans	Mercedes-Benz	
Cargo & Passenger Vans	Ram	
Cargo & Passenger Vans	Toyota	
Electric & Plug-In Hybric	BrightDrop/General Motors	
Electric & Plug-In Hybric	Chevrolet	
Electric & Plug-In Hybric	Chrysler	
Electric & Plug-In Hybric	Ford	
Electric & Plug-In Hybric	Nissan	
Electric Bikes & Transports	Volcanic	
Motorcycles	Harley Davidson	
Motorcycles – Pursuit Rated	Harley Davidson Road King	
Motorcycles – Pursuit Rated	Harley Davidson Electra Glide	
Motorcycles – Pursuit Rated	Harley Davidson Police Road Glide	
Pickup Trucks 4X2	Chevrolet	
Pickup Trucks 4X2	Ford	
Pickup Trucks 4X2	GMC	2%
Pickup Trucks 4X2	Ram	
Pickup Trucks 4X2	Toyota	
Pickup Trucks 4X4	Chevrolet	
Pickup Trucks 4X4	Ford	
Pickup Trucks 4X4	GMC	2%
Pickup Trucks 4X4	Ram	
Pickup Trucks 4X4	Toyota	
Utility and Hybrid Vehicles 4X2	Chevrolet	
Utility and Hybrid Vehicles 4X2	Dodge	
Utility and Hybrid Vehicles 4X2	Ford	
Utility and Hybrid Vehicles 4X2	GMC	2%
Utility and Hybrid Vehicles 4X2	Kia	
Utility and Hybrid Vehicles 4X2	Nissan	
Utility and Hybrid Vehicles 4X2	Toyota	
Utility and Hybrid Vehicles 4X4 & AWD	Chevrolet	
Utility and Hybrid Vehicles 4X4 & AWD	Dodge	
Utility and Hybrid Vehicles 4X4 & AWD	Ford	
Utility and Hybrid Vehicles 4X4 & AWD	GMC	2%
Utility and Hybrid Vehicles 4X4 & AWD	Kia	
Utility and Hybrid Vehicles 4X4 & AWD	Nissan	
Utility and Hybrid Vehicles 4X4 & AWD	Toyota	
Utility Task Vehicles	Bobcat	
Utility Task Vehicles	CanAm	
Utility Task Vehicles	Honda	
Utility Task Vehicles	John Deere	
Utility Task Vehicles	Kawasaki	
Utility Task Vehicles	Kubota	
Utility Task Vehicles	Polaris	
Utility Task Vehicles	Suzuki	
Utility Task Vehicles	Yamaha	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x2 PPV	

Appendix IV Pricing Sheet
Ferman Buick GMC

Revision Date 8.7.2025 — Updated with Agreement Amendment 1

Pursuit Rated Vehicle	Chevrolet Silverado 4x4 PPV	
Pursuit Rated Vehicle	Chevrolet Tahoe 4x4 PPV	

The below listed exceptions to the above list are also offered, in stock, for consideration.

Item Group	Item Make	Discount off MSRP
All	GMC	2%
All		2%

Appendix IV Pricing Sheet

Ferman Chevrolet

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Item Group	Item Make	Discount off MSRP
Administrative Sedans	Chevrolet	2%
Administrative Sedans	Dodge	
Administrative Sedans	Ford	
Administrative Sedans	Kia	
Administrative Sedans	Nissan	
Administrative Sedans	Toyota	
All Terrain Vehicle	CanAm	
All Terrain Vehicle	Honda	
All Terrain Vehicle	Polaris	
All Terrain Vehicle	Suzuki	
All Terrain Vehicle	Yamaha	
Cab and Chassis Trucks 4X2	Chevrolet	2%
Cab and Chassis Trucks 4X2	Ford	
Cab and Chassis Trucks 4X2	GMC	
Cab and Chassis Trucks 4X4	Chevrolet	
Cab and Chassis Trucks 4X4	Ford	
Cab and Chassis Trucks 4X4	GMC	
Cargo & Passenger Vans	Chevrolet	2%
Cargo & Passenger Vans	Chrysler	
Cargo & Passenger Vans	Ford	
Cargo & Passenger Vans	GMC	
Cargo & Passenger Vans	Mercedes-Benz	
Cargo & Passenger Vans	Ram	
Cargo & Passenger Vans	Toyota	
Electric & Plug-In Hybric	BrightDrop/General Motors	
Electric & Plug-In Hybric	Chevrolet	2%
Electric & Plug-In Hybric	Chrysler	
Electric & Plug-In Hybric	Ford	
Electric & Plug-In Hybric	Nissan	
Electric Bikes & Transports	Volcanic	
Motorcycles	Harley Davidson	
Motorcycles – Pursuit Rated	Harley Davidson Road King	
Motorcycles – Pursuit Rated	Harley Davidson Electra Glide	
Motorcycles – Pursuit Rated	Harley Davidson Police Road Glide	
Pickup Trucks 4X2	Chevrolet	2%
Pickup Trucks 4X2	Ford	
Pickup Trucks 4X2	GMC	
Pickup Trucks 4X2	Ram	
Pickup Trucks 4X2	Toyota	
Pickup Trucks 4X4	Chevrolet	2%
Pickup Trucks 4X4	Ford	
Pickup Trucks 4X4	GMC	
Pickup Trucks 4X4	Ram	
Pickup Trucks 4X4	Toyota	
Utility and Hybrid Vehicles 4X2	Chevrolet	2%
Utility and Hybrid Vehicles 4X2	Dodge	
Utility and Hybrid Vehicles 4X2	Ford	
Utility and Hybrid Vehicles 4X2	GMC	
Utility and Hybrid Vehicles 4X2	Kia	
Utility and Hybrid Vehicles 4X2	Nissan	
Utility and Hybrid Vehicles 4X2	Toyota	
Utility and Hybrid Vehicles 4X4 & AWD	Chevrolet	2%
Utility and Hybrid Vehicles 4X4 & AWD	Dodge	
Utility and Hybrid Vehicles 4X4 & AWD	Ford	
Utility and Hybrid Vehicles 4X4 & AWD	GMC	
Utility and Hybrid Vehicles 4X4 & AWD	Kia	
Utility and Hybrid Vehicles 4X4 & AWD	Nissan	
Utility and Hybrid Vehicles 4X4 & AWD	Toyota	
Utility Task Vehicles	Bobcat	
Utility Task Vehicles	CanAm	
Utility Task Vehicles	Honda	
Utility Task Vehicles	John Deere	
Utility Task Vehicles	Kawasaki	
Utility Task Vehicles	Kubota	
Utility Task Vehicles	Polaris	
Utility Task Vehicles	Suzuki	
Utility Task Vehicles	Yamaha	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x2 PPV	

Appendix IV Pricing Sheet

Ferman Chevrolet

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Pursuit Rated Vehicles	Chevrolet Silverado 4x4 PPV	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x4 PPV	

The below listed exceptions to the above list are also offered, in stock, for consideration.

Item Group	Item Make	Discount off MSRP
All	Chevrolet	2%
All		2%

Exceptions:

- None listed

Appendix IV Pricing Sheet

Ferman CJDR of Wesley Chapel

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Item Group	Item Make	Discount off MSRP
Administrative Sedan	Chevrolet	
Administrative Sedan	Dodge	2%
Administrative Sedan	Ford	
Administrative Sedan	Kia	
Administrative Sedan	Nissan	
Administrative Sedan	Toyota	
All Terrain Vehicle	CanAm	
All Terrain Vehicle	Honda	
All Terrain Vehicle	Polaris	
All Terrain Vehicle	Suzuki	
All Terrain Vehicle	Yamaha	
Cab and Chassis Trucks 4X2	Chevrolet	
Cab and Chassis Trucks 4X2	Ford	
Cab and Chassis Trucks 4X2	GMC	
Cab and Chassis Trucks 4X4	Chevrolet	
Cab and Chassis Trucks 4X4	Ford	
Cab and Chassis Trucks 4X4	GMC	
Cargo & Passenger Vans	Chevrolet	
Cargo & Passenger Vans	Chrysler	2%
Cargo & Passenger Vans	Ford	
Cargo & Passenger Vans	GMC	
Cargo & Passenger Vans	Mercedes-Benz	
Cargo & Passenger Vans	Ram	2%
Cargo & Passenger Vans	Toyota	
Electric & Plug-In Hybric	BrightDrop/General Motors	
Electric & Plug-In Hybric	Chevrolet	
Electric & Plug-In Hybric	Chrysler	2%
Electric & Plug-In Hybric	Ford	
Electric & Plug-In Hybric	Nissan	
Electric Bikes & Transports	Volcanic	
Motorcycles	Harley Davidson	
Motorcycles – Pursuit Ratec	Harley Davidson Road King	
Motorcycles – Pursuit Ratec	Harley Davidson Electra Glide	
Motorcycles – Pursuit Ratec	Harley Davidson Police Road Glide	
Pickup Trucks 4X2	Chevrolet	
Pickup Trucks 4X2	Ford	
Pickup Trucks 4X2	GMC	
Pickup Trucks 4X2	Ram	2%
Pickup Trucks 4X2	Toyota	
Pickup Trucks 4X4	Chevrolet	
Pickup Trucks 4X4	Ford	
Pickup Trucks 4X4	GMC	
Pickup Trucks 4X4	Ram	
Pickup Trucks 4X4	Toyota	
Utility and Hybrid Vehicles 4X2	Chevrolet	
Utility and Hybrid Vehicles 4X2	Dodge	2%
Utility and Hybrid Vehicles 4X2	Ford	
Utility and Hybrid Vehicles 4X2	GMC	
Utility and Hybrid Vehicles 4X2	Kia	
Utility and Hybrid Vehicles 4X2	Nissan	
Utility and Hybrid Vehicles 4X2	Toyota	
Utility and Hybrid Vehicles 4X4 & AWE	Chevrolet	
Utility and Hybrid Vehicles 4X4 & AWE	Dodge	2%
Utility and Hybrid Vehicles 4X4 & AWE	Ford	
Utility and Hybrid Vehicles 4X4 & AWE	GMC	
Utility and Hybrid Vehicles 4X4 & AWE	Kia	
Utility and Hybrid Vehicles 4X4 & AWE	Nissan	
Utility and Hybrid Vehicles 4X4 & AWE	Toyota	
Utility Task Vehicles	Bobcat	
Utility Task Vehicles	CanAm	
Utility Task Vehicles	Honda	
Utility Task Vehicles	John Deere	
Utility Task Vehicles	Kawasaki	
Utility Task Vehicles	Kubota	
Utility Task Vehicles	Polaris	
Utility Task Vehicles	Suzuki	
Utility Task Vehicles	Yamaha	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x2 PPV	

Appendix IV Pricing Sheet

Ferman CJDR of Wesley Chapel

Revision Date 8.7.2025 — Updated with Agreement Amendment 1

Pursuit Rated Vehicles	Chevrolet Silverado 4x4 PPV	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x4 PPV	

The below listed exceptions to the above list are also offered, in stock, for consideration.

Item Group	Item Make	Discount off MSRP
Cab & Chassis Trucks 4X2	Ram	2%
Cab & Chassis Trucks 4X4	Ram	2%
Utility & Hybrid Vehicles 4X2	Jeep	2%
Utility & Hybrid Vehicles 4X4	Jeep	2%

Exceptions:
- None listed

Appendix IV Pricing Sheet

Ferman Ford

Item Group	Item Make	Discount off MSRP
Administrative Sedan	Chevrolet	
Administrative Sedan	Dodge	
Administrative Sedan	Ford	
Administrative Sedan	Kia	
Administrative Sedan	Nissan	
Administrative Sedan	Toyota	
All Terrain Vehicle	CanAm	
All Terrain Vehicle	Honda	
All Terrain Vehicle	Polaris	
All Terrain Vehicle	Suzuki	
All Terrain Vehicle	Yamaha	
Cab and Chassis Trucks 4X2	Chevrolet	
Cab and Chassis Trucks 4X2	Ford	8%
Cab and Chassis Trucks 4X2	GMC	
Cab and Chassis Trucks 4X4	Chevrolet	
Cab and Chassis Trucks 4X4	Ford	8%
Cab and Chassis Trucks 4X4	GMC	
Cargo & Passenger Vans	Chevrolet	
Cargo & Passenger Vans	Chrysler	
Cargo & Passenger Vans	Ford	9%
Cargo & Passenger Vans	GMC	
Cargo & Passenger Vans	Mercedes-Benz	
Cargo & Passenger Vans	Ram	
Cargo & Passenger Vans	Toyota	
Electric & Plug-In Hybric	BrightDrop/General Motors	
Electric & Plug-In Hybric	Chevrolet	
Electric & Plug-In Hybric	Chrysler	
Electric & Plug-In Hybric	Ford	4%
Electric & Plug-In Hybric	Nissan	
Electric Bikes & Transporte	Volcanic	
Motorcycles	Harley Davidson	
Motorcycles – Pursuit Ratec	Harley Davidson Road King	
Motorcycles – Pursuit Ratec	Harley Davidson Electra Glide	
Motorcycles – Pursuit Ratec	Harley Davidson Police Road Glide	
Pickup Trucks 4X2	Chevrolet	
Pickup Trucks 4X2	Ford	10%
Pickup Trucks 4X2	GMC	
Pickup Trucks 4X2	Ram	
Pickup Trucks 4X2	Toyota	
Pickup Trucks 4X4	Chevrolet	
Pickup Trucks 4X4	Ford	10%
Pickup Trucks 4X4	GMC	
Pickup Trucks 4X4	Ram	
Pickup Trucks 4X4	Toyota	
Utility and Hybrid Vehicles 4X2	Chevrolet	
Utility and Hybrid Vehicles 4X2	Dodge	
Utility and Hybrid Vehicles 4X2	Ford	9%
Utility and Hybrid Vehicles 4X2	GMC	
Utility and Hybrid Vehicles 4X2	Kia	
Utility and Hybrid Vehicles 4X2	Nissan	
Utility and Hybrid Vehicles 4X2	Toyota	
Utility and Hybrid Vehicles 4X4 & AWE	Chevrolet	
Utility and Hybrid Vehicles 4X4 & AWE	Dodge	
Utility and Hybrid Vehicles 4X4 & AWE	Ford	6%
Utility and Hybrid Vehicles 4X4 & AWE	GMC	
Utility and Hybrid Vehicles 4X4 & AWE	Kia	
Utility and Hybrid Vehicles 4X4 & AWE	Nissan	
Utility and Hybrid Vehicles 4X4 & AWE	Toyota	
Utility Task Vehicles	Bobcat	
Utility Task Vehicles	CanAm	
Utility Task Vehicles	Honda	
Utility Task Vehicles	John Deere	
Utility Task Vehicles	Kawasaki	
Utility Task Vehicles	Kubota	
Utility Task Vehicles	Polaris	
Utility Task Vehicles	Suzuki	
Utility Task Vehicles	Yamaha	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x2 PPV	

Appendix IV Pricing Sheet
Ferman Ford

Pursuit Rated Vehicles	Chevrolet Silverado 4x4 PPV	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x4 PPV	

The below listed exceptions to the above list are also offered, in stock, for consideration.

Item Group	Item Make	Discount off MSRP

Exceptions:
- Ford Raptor Models

Appendix IV Pricing Sheet

New Smyrna Beach Chevrolet

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Item Group	Item Make	Discount off MSRP
Administrative Sedan:	Chevrolet	
Administrative Sedan:	Dodge	
Administrative Sedan:	Ford	
Administrative Sedan:	Kia	
Administrative Sedan:	Nissan	
Administrative Sedan:	Toyota	
All Terrain Vehicle	CanAm	
All Terrain Vehicle	Honda	
All Terrain Vehicle	Polaris	
All Terrain Vehicle	Suzuki	
All Terrain Vehicle	Yamaha	
Cab and Chassis Trucks 4X2	Chevrolet	
Cab and Chassis Trucks 4X2	Ford	
Cab and Chassis Trucks 4X2	GMC	
Cab and Chassis Trucks 4X4	Chevrolet	
Cab and Chassis Trucks 4X4	Ford	
Cab and Chassis Trucks 4X4	GMC	
Cargo & Passenger Vans	Chevrolet	2%
Cargo & Passenger Vans	Chrysler	
Cargo & Passenger Vans	Ford	
Cargo & Passenger Vans	GMC	
Cargo & Passenger Vans	Mercedes-Benz	
Cargo & Passenger Vans	Ram	
Cargo & Passenger Vans	Toyota	
Electric & Plug-In Hybric	BrightDrop/General Motors	
Electric & Plug-In Hybric	Chevrolet	
Electric & Plug-In Hybric	Chrysler	
Electric & Plug-In Hybric	Ford	
Electric & Plug-In Hybric	Nissan	
Electric Bikes & Transports	Volcanic	
Motorcycles	Harley Davidson	
Motorcycles – Pursuit Rated	Harley Davidson Road King	
Motorcycles – Pursuit Rated	Harley Davidson Electra Glide	
Motorcycles – Pursuit Rated	Harley Davidson Police Road Glide	
Pickup Trucks 4X2	Chevrolet	2%
Pickup Trucks 4X2	Ford	
Pickup Trucks 4X2	GMC	
Pickup Trucks 4X2	Ram	
Pickup Trucks 4X2	Toyota	
Pickup Trucks 4X4	Chevrolet	2%
Pickup Trucks 4X4	Ford	
Pickup Trucks 4X4	GMC	
Pickup Trucks 4X4	Ram	
Pickup Trucks 4X4	Toyota	
Utility and Hybrid Vehicles 4X2	Chevrolet	1%
Utility and Hybrid Vehicles 4X2	Dodge	
Utility and Hybrid Vehicles 4X2	Ford	
Utility and Hybrid Vehicles 4X2	GMC	
Utility and Hybrid Vehicles 4X2	Kia	
Utility and Hybrid Vehicles 4X2	Nissan	
Utility and Hybrid Vehicles 4X2	Toyota	
Utility and Hybrid Vehicles 4X4 & AWD	Chevrolet	1%
Utility and Hybrid Vehicles 4X4 & AWD	Dodge	
Utility and Hybrid Vehicles 4X4 & AWD	Ford	
Utility and Hybrid Vehicles 4X4 & AWD	GMC	
Utility and Hybrid Vehicles 4X4 & AWD	Kia	
Utility and Hybrid Vehicles 4X4 & AWD	Nissan	
Utility and Hybrid Vehicles 4X4 & AWD	Toyota	
Utility Task Vehicles	Bobcat	
Utility Task Vehicles	CanAm	
Utility Task Vehicles	Honda	
Utility Task Vehicles	John Deere	
Utility Task Vehicles	Kawasaki	
Utility Task Vehicles	Kubota	
Utility Task Vehicles	Polaris	
Utility Task Vehicles	Suzuki	
Utility Task Vehicles	Yamaha	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x2 PPV	

Appendix IV Pricing Sheet

New Smyrna Beach Chevrolet

Revision Date 8.7.2025 Updated with Agreement Amendment 1

Pursuit Rated Vehicles	Chevrolet Silverado 4x4 PPV	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x4 PPV	

The below listed exceptions to the above list are also offered, in stock, for consideration.

Item Group	Item Make	Discount off MSRP
All	Chevrolet	1%

Exceptions:
• None listed

Appendix IV Pricing Sheet

Stingray Chevrolet

Item Group	Item Make	Discount off MSRP
Administrative Sedans	Chevrolet	1.0%
Administrative Sedans	Dodge	
Administrative Sedans	Ford	
Administrative Sedans	Kia	
Administrative Sedans	Nissan	
Administrative Sedans	Toyota	
All Terrain Vehicle	CanAm	
All Terrain Vehicle	Honda	
All Terrain Vehicle	Polaris	
All Terrain Vehicle	Suzuki	
All Terrain Vehicle	Yamaha	
Cab and Chassis Trucks 4X2	Chevrolet	5.0%
Cab and Chassis Trucks 4X2	Ford	
Cab and Chassis Trucks 4X2	GMC	
Cab and Chassis Trucks 4X4	Chevrolet	5.0%
Cab and Chassis Trucks 4X4	Ford	
Cab and Chassis Trucks 4X4	GMC	
Cargo & Passenger Vans	Chevrolet	5.0%
Cargo & Passenger Vans	Chrysler	
Cargo & Passenger Vans	Ford	
Cargo & Passenger Vans	GMC	
Cargo & Passenger Vans	Mercedes-Benz	
Cargo & Passenger Vans	Ram	
Cargo & Passenger Vans	Toyota	
Electric & Plug-In Hybrid	BrightDrop/General Motors	1.0%
Electric & Plug-In Hybrid	Chevrolet	1.0%
Electric & Plug-In Hybrid	Chrysler	
Electric & Plug-In Hybrid	Ford	
Electric & Plug-In Hybrid	Nissan	
Electric Bikes & Transports	Volcanic	
Motorcycles	Harley Davidson	
Motorcycles – Pursuit Rated	Harley Davidson Road King	
Motorcycles – Pursuit Rated	Harley Davidson Electra Glide	
Motorcycles – Pursuit Rated	Harley Davidson Police Road Glide	
Pickup Trucks 4X2	Chevrolet	3% - 5%
Pickup Trucks 4X2	Ford	
Pickup Trucks 4X2	GMC	
Pickup Trucks 4X2	Ram	
Pickup Trucks 4X2	Toyota	
Pickup Trucks 4X4	Chevrolet	3% - 5%
Pickup Trucks 4X4	Ford	
Pickup Trucks 4X4	GMC	
Pickup Trucks 4X4	Ram	
Pickup Trucks 4X4	Toyota	
Utility and Hybrid Vehicles 4X2	Chevrolet	3.0%
Utility and Hybrid Vehicles 4X2	Dodge	
Utility and Hybrid Vehicles 4X2	Ford	
Utility and Hybrid Vehicles 4X2	GMC	
Utility and Hybrid Vehicles 4X2	Kia	
Utility and Hybrid Vehicles 4X2	Nissan	
Utility and Hybrid Vehicles 4X2	Toyota	
Utility and Hybrid Vehicles 4X4 & AWD	Chevrolet	3.0%
Utility and Hybrid Vehicles 4X4 & AWD	Dodge	
Utility and Hybrid Vehicles 4X4 & AWD	Ford	
Utility and Hybrid Vehicles 4X4 & AWD	GMC	
Utility and Hybrid Vehicles 4X4 & AWD	Kia	
Utility and Hybrid Vehicles 4X4 & AWD	Nissan	
Utility and Hybrid Vehicles 4X4 & AWD	Toyota	
Utility Task Vehicles	Bobcat	
Utility Task Vehicles	CanAm	
Utility Task Vehicles	Honda	
Utility Task Vehicles	John Deere	
Utility Task Vehicles	Kawasaki	
Utility Task Vehicles	Kubota	
Utility Task Vehicles	Polaris	
Utility Task Vehicles	Suzuki	
Utility Task Vehicles	Yamaha	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x2 PPV	3.0%

Appendix IV Pricing Sheet
Stingray Chevrolet

Pursuit Rated Vehicles	Chevrolet Silverado 4x4 PPV	3.0%
Pursuit Rated Vehicles	Chevrolet Tahoe 4x4 PPV	3.0%

The below listed exceptions to the above list are also offered, in stock, for consideration.

Item Group	Item Make	Discount off MSRP
Pickup Trucks 4X2	Chevrolet 1500 Series	3.0%
Pickup Trucks 4X2	Chevrolet 25-3500 Series	5.0%
Pickup Trucks 4X2	Chevrolet Colorado	1.0%
Pickup Trucks 4X4	Chevrolet 1500 Series	3.0%
Pickup Trucks 4X4	Chevrolet 25-3500 Series	5.0%
Pickup Trucks 4X4	Chevrolet Colardo	1.0%
Cutaway Vans	Chevrolet	4.0%
ALL	Chevrolet	1% or half of listed discount above on items subject to periodic OEM restricted allocation

Exceptions:
- None listed

Appendix IV Pricing Sheet

Village Cadillac Toyota

Item Group	Item Make	Discount off MSRP
Administrative Sedan	Chevrolet	
Administrative Sedan	Dodge	
Administrative Sedan	Ford	
Administrative Sedan	Kia	
Administrative Sedan	Nissan	
Administrative Sedan	Toyota	$2,500.00
All Terrain Vehicle	CanAm	
All Terrain Vehicle	Honda	
All Terrain Vehicle	Polaris	
All Terrain Vehicle	Suzuki	
All Terrain Vehicle	Yamaha	
Cab and Chassis Trucks 4X2	Chevrolet	
Cab and Chassis Trucks 4X2	Ford	
Cab and Chassis Trucks 4X2	GMC	
Cab and Chassis Trucks 4X4	Chevrolet	
Cab and Chassis Trucks 4X4	Ford	
Cab and Chassis Trucks 4X4	GMC	
Cargo & Passenger Vans	Chevrolet	
Cargo & Passenger Vans	Chrysler	
Cargo & Passenger Vans	Ford	
Cargo & Passenger Vans	GMC	
Cargo & Passenger Vans	Mercedes-Benz	
Cargo & Passenger Vans	Ram	
Cargo & Passenger Vans	Toyota	$1,500.00
Electric & Plug-In Hybric	BrightDrop/General Motors	
Electric & Plug-In Hybric	Chevrolet	
Electric & Plug-In Hybric	Chrysler	
Electric & Plug-In Hybric	Ford	
Electric & Plug-In Hybric	Nissan	
Electric Bikes & Transports	Volcanic	
Motorcycles	Harley Davidson	
Motorcycles – Pursuit Ratec	Harley Davidson Road King	
Motorcycles – Pursuit Ratec	Harley Davidson Electra Glide	
Motorcycles – Pursuit Ratec	Harley Davidson Police Road Glide	
Pickup Trucks 4X2	Chevrolet	
Pickup Trucks 4X2	Ford	
Pickup Trucks 4X2	GMC	
Pickup Trucks 4X2	Ram	
Pickup Trucks 4X2	Toyota	$3,000.00
Pickup Trucks 4X4	Chevrolet	
Pickup Trucks 4X4	Ford	
Pickup Trucks 4X4	GMC	
Pickup Trucks 4X4	Ram	
Pickup Trucks 4X4	Toyota	$3,000.00
Utility and Hybrid Vehicles 4X2	Chevrolet	
Utility and Hybrid Vehicles 4X2	Dodge	
Utility and Hybrid Vehicles 4X2	Ford	
Utility and Hybrid Vehicles 4X2	GMC	
Utility and Hybrid Vehicles 4X2	Kia	
Utility and Hybrid Vehicles 4X2	Nissan	
Utility and Hybrid Vehicles 4X2	Toyota	$2,000.00
Utility and Hybrid Vehicles 4X4 & AWE	Chevrolet	
Utility and Hybrid Vehicles 4X4 & AWE	Dodge	
Utility and Hybrid Vehicles 4X4 & AWE	Ford	
Utility and Hybrid Vehicles 4X4 & AWE	GMC	
Utility and Hybrid Vehicles 4X4 & AWE	Kia	
Utility and Hybrid Vehicles 4X4 & AWE	Nissan	
Utility and Hybrid Vehicles 4X4 & AWE	Toyota	$2,000.00
Utility Task Vehicles	Bobcat	
Utility Task Vehicles	CanAm	
Utility Task Vehicles	Honda	
Utility Task Vehicles	John Deere	
Utility Task Vehicles	Kawasaki	
Utility Task Vehicles	Kubota	
Utility Task Vehicles	Polaris	
Utility Task Vehicles	Suzuki	
Utility Task Vehicles	Yamaha	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x2 PPV	

Appendix IV Pricing Sheet
Village Cadillac Toyota

Pursuit Rated Vehicles	Chevrolet Silverado 4x4 PPV	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x4 PPV	

The below listed exceptions to the above list are also offered, in stock, for consideration.

Item Group	Item Make	Discount off MSRP

Exceptions:
- None listed

Appendix IV Pricing Sheet

Volcanic Partners LLC

Item Group	Item Make	Discount off MSRP
Administrative Sedans	Chevrolet	
Administrative Sedans	Dodge	
Administrative Sedans	Ford	
Administrative Sedans	Kia	
Administrative Sedans	Nissan	
Administrative Sedans	Toyota	
All Terrain Vehicle	CanAm	
All Terrain Vehicle	Honda	
All Terrain Vehicle	Polaris	
All Terrain Vehicle	Suzuki	
All Terrain Vehicle	Yamaha	
Cab and Chassis Trucks 4X2	Chevrolet	
Cab and Chassis Trucks 4X2	Ford	
Cab and Chassis Trucks 4X2	GMC	
Cab and Chassis Trucks 4X4	Chevrolet	
Cab and Chassis Trucks 4X4	Ford	
Cab and Chassis Trucks 4X4	GMC	
Cargo & Passenger Vans	Chevrolet	
Cargo & Passenger Vans	Chrysler	
Cargo & Passenger Vans	Ford	
Cargo & Passenger Vans	GMC	
Cargo & Passenger Vans	Mercedes-Benz	
Cargo & Passenger Vans	Ram	
Cargo & Passenger Vans	Toyota	
Electric & Plug-In Hybric	BrightDrop/General Motors	
Electric & Plug-In Hybric	Chevrolet	
Electric & Plug-In Hybric	Chrysler	
Electric & Plug-In Hybric	Ford	
Electric & Plug-In Hybric	Nissan	
Electric Bikes & Transports	Volcanic	10%
Motorcycles	Harley Davidson	
Motorcycles – Pursuit Rated	Harley Davidson Road King	
Motorcycles – Pursuit Rated	Harley Davidson Electra Glide	
Motorcycles – Pursuit Rated	Harley Davidson Police Road Glide	
Pickup Trucks 4X2	Chevrolet	
Pickup Trucks 4X2	Ford	
Pickup Trucks 4X2	GMC	
Pickup Trucks 4X2	Ram	
Pickup Trucks 4X2	Toyota	
Pickup Trucks 4X4	Chevrolet	
Pickup Trucks 4X4	Ford	
Pickup Trucks 4X4	GMC	
Pickup Trucks 4X4	Ram	
Pickup Trucks 4X4	Toyota	
Utility and Hybrid Vehicles 4X2	Chevrolet	
Utility and Hybrid Vehicles 4X2	Dodge	
Utility and Hybrid Vehicles 4X2	Ford	
Utility and Hybrid Vehicles 4X2	GMC	
Utility and Hybrid Vehicles 4X2	Kia	
Utility and Hybrid Vehicles 4X2	Nissan	
Utility and Hybrid Vehicles 4X2	Toyota	
Utility and Hybrid Vehicles 4X4 & AWD	Chevrolet	
Utility and Hybrid Vehicles 4X4 & AWD	Dodge	
Utility and Hybrid Vehicles 4X4 & AWD	Ford	
Utility and Hybrid Vehicles 4X4 & AWD	GMC	
Utility and Hybrid Vehicles 4X4 & AWD	Kia	
Utility and Hybrid Vehicles 4X4 & AWD	Nissan	
Utility and Hybrid Vehicles 4X4 & AWD	Toyota	
Utility Task Vehicles	Bobcat	
Utility Task Vehicles	CanAm	
Utility Task Vehicles	Honda	
Utility Task Vehicles	John Deere	
Utility Task Vehicles	Kawasaki	
Utility Task Vehicles	Kubota	
Utility Task Vehicles	Polaris	
Utility Task Vehicles	Suzuki	
Utility Task Vehicles	Yamaha	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x2 PPV	

Appendix IV Pricing Sheet
Volcanic Partners LLC

Pursuit Rated Vehicles	Chevrolet Silverado 4x4 PPV	
Pursuit Rated Vehicles	Chevrolet Tahoe 4x4 PPV	

The below listed exceptions to the above list are also offered, in stock, for consideration.

Item Group	Item Make	Discount off MSRP

Exceptions:
- None listed

202404-00007

CHAD CHRONISTER, SHERIFF
Hillsborough County
Tampa, Florida

INTER-OFFICE MEMORANDUM



DATE: March 29, 2024

TO: Sheriff Chad Chronister

FROM: Stephen Mitchell
General Services and Facilities Operations

RE: Memorandum of Agreement
Florida Sheriff's Association

MESSAGE:

Over three decades ago, our office began a partnership with the Florida Sheriff's Association (FSA) to develop a statewide vehicle procurement contract so that all Sheriff's Offices in the State would have a contract administered by the FSA to purchase vehicles for their respective agencies.

Since that initial contract, the FSA's Cooperative Purchasing Program (CPP) has grown significantly and now is one of the leading cooperative purchasing programs in the southeastern United States. During this past year, the FSA began exploring options to expand the variety of commodities, services, and equipment offered through their CPP but have determined they need to partner with a host agency in order to accomplish this next goal.

As a result of our long-term partnership with the FSA, I believe it is important and mutually beneficial for our office to take a lead role as a host agency in the FSA's expansion of their procurement programs. Working in partnership with Sarrah Glassner, Deputy Executive Director of Administration, and April Kirshemen, Chief Legal Counsel, for our office, a proposed Memorandum of Agreement (MOA) with the FSA has been developed.

Utilizing the proposed MOA, the FSA will act as a Contract Manager for marketing the cooperative purchasing contracts with our office to other eligible purchasers throughout the State. As part of this partnership, the FSA will collect administrative fees as part of the MOA and will share those with our office in accordance with the percentages listed in Section B of the MOA. I request your approval to move forward with the execution of the proposed document.

APPROVED	DISAPPROVED	ACK	DATE	NAME	ABN	TITLE
[✓]	[ ]	[ ]	4/4/24		263891	CFO
[✓]	[ ]	[ ]	4.10.24		3664	Colonel
[✓]	[ ]	[ ]	4/10/24	Thomas St. John	3655	Chief
[✓]	[ ]	[ ]	4/16/24		3286	Sheriff

MEMORANDUM OF AGREEMENT

BETWEEN THE FLORIDA SHERIFFS ASSOCIATION AND

THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE

This Memorandum of Agreement ("MOA") is hereby entered into this 15th day of April, 2024 (the "Effective Date") by and between the Hillsborough County Sheriff's Office ("HCSO") and the Florida Sheriffs Association ("FSA") (each individually a "Party" and collectively "the Parties").

WHEREAS, HCSO is a public entity in the State of Florida with the authority to purchase commodities, services, and equipment pursuant to Chapter 30, Fla. Stat.;

WHEREAS, FSA is a not-for-profit 501(c)(3) corporation with independent authority to purchase commodities, services, and equipment, and the administrative and legal capacity to administer purchases through its Cooperative Purchasing Program ("FSA CPP");

WHEREAS, the Parties desire to conserve resources and reduce purchase costs through strategic sourcing that combines the volumes and purchasing power of Eligible Purchasers;

WHEREAS, the Parties desire to improve the efficiency, effectiveness and economy of the purchase of necessary commodities, services, and equipment;

WHEREAS, in furtherance of these goals, the Parties wish to work in partnership to award and administer cooperative purchasing contracts for the purchase of commodities, services, and equipment;

WHEREAS, the Parties desire to comply with the requirements and formalities of cooperative purchasing, as applicable, in the State of Florida;

WHEREAS, the Parties wish to establish a formal framework to award and administer cooperative purchasing contracts for the purchase of commodities, services, and equipment in partnership;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows:

ARTICLE I: SCOPE OF PARTNERSHIP FOR PURPOSE OF AWARDING AND ADMINISTERING COOPERATIVE PURCHASING CONTRACTS

SECTION A. Scope. Each Party will facilitate the cooperative procurement of commodities, services, and equipment as follows:

1. **Responsibilities of HCSO. HCSO will:**
   a. **Conduct procurements subject to this MOA, including solicitation of proposals, evaluation of proposals, and award of cooperative purchasing contracts, in accordance with and subject to the relevant statutes, ordinances, rules and regulations, and policies and procedures that govern HCSO's procurement practices; and**
   b. **Make the awarded cooperative purchasing contracts available for use by Eligible Purchasers through FSA CPP.**

2. Responsibilities of FSA CPP. On behalf of HCSO, FSA CPP will serve as the Contract Manager for the cooperative purchasing contracts subject to this MOA, whereby FSA CPP will:

a. Market the cooperative purchasing contracts to Eligible Purchasers;

b. Manage the quarterly reporting process required by the cooperative purchasing contracts; and

c. Collect from Participating Vendors the administrative fee applicable to all sales, except sales to HCSO, made under the cooperative purchasing contracts.

SECTION B. Administrative Fees. The administrative fees collected by FSA CPP from Participating Vendors, as described in Section A.2. of this Article, and as required in the cooperative purchasing contracts, will be shared between HCSO and FSA as follows:

1. 0.0025% of administrative fee revenues to HCSO for administering the cooperative procurement process.
2. 0.0050% of administrative fee revenues to FSA for managing and marketing the cooperative purchasing contracts.

SECTION C. Expenses Each Party will be solely responsible for its own expenses, whether direct or resulting from engagement of consultants, attorneys, or other third parties, incurred as a result of the activities under this MOA, unless the Parties agree in writing to an alternative arrangement.

ARTICLES II: SEPARATE ENTITIES

Each Party shall maintain its separate and independent entity status. Nothing in this MOA is intended, nor shall be construed, to create a partnership, joint venture, or any other similar relationship as between the Parties. No Party shall have the right to bind, or act as agent for, the other Party unless authorized in writing to do so. Each Party shall be free to enter into relationships or negotiations with third parties and this MOA shall, in no way, affect existing third-party relationships and/or the ability to enter into third party relationships.

ARTICLE III: TERM

This MOA shall commence on the Effective Date and shall terminate two (2) year(s) thereafter, unless earlier terminated according to Article V below. This MOA may be extended by mutual written agreement of the Parties.

ARTICLE IV: TERMINATION

SECTION A. Mutual Agreement. This MOA may be terminated at any time by mutual written agreement of the Parties.

SECTION B. Termination by a Party. A Party may terminate this MOA and its participation in the cooperative purchasing contracts referred to herein at any time by providing thirty (30) days written notice to the other Party.

ARTICLE V: BREACH OF REPRESENTATIONS AND COVENANTS

The representations and covenants set forth in this MOA are the foundation of the relationship between the Parties. If either Party is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this MOA, the Party shall have thirty (30) days from notice of default to cure such violation or non-compliance. If the Party fails to cure such violation or noncompliance within such notice period, it shall be deemed a cause for immediate termination of this MOA.

ARTICLE VI: DISCLAIMERS

SECTION A. Disclaimers. With respect to any purchases made by HCSO or any Eligible Purchaser, pursuant to cooperative purchasing contracts subject to this MOA, FSA and FSA CPP shall not be:

1. **Construed as a dealer, remarketer, representative, partner, or agent of any type of Supplier, HCSO, or Eligible Purchaser;**
2. **Obligated, liable or responsible for any orders made by HCSO, any Eligible Purchaser, or any employee of HCSO or an Eligible Purchaser, or any payments required to be made with respect to such orders; and/or**
3. **Obligated, liable or responsible for any failure by an Eligible Purchaser to comply with procedures or requirements of applicable law, or to obtain the due authorization and approval necessary to purchase.**

ARTICLE VII: INDEMNIFICATION

All cooperative purchasing contracts subject to this MOA will require Participating Vendors to agree to indemnify and defend FSA, FSA CPP, and their parent companies, subsidiaries, affiliates, shareholders, members, managers, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to any actual or alleged breach of any of Participating Vendors representations, warranties, covenants, requirements, or other obligations under the cooperative purchasing contracts.

ARTICLE VI: MISCELLANEOUS

SECTION A. Recitals. The foregoing recitals are true, correct and are incorporated herein by reference.

SECTION B. Notices. All notices or other communications given hereunder shall be delivered by e-mail as follows:

1. **To HCSO: William Spinelli, CFO, Hillsborough County Sheriff's Office, 2008 E. 8th Avenue, Tampa, FL 33605.**

2. **To FSA: Florida Sheriffs Association 2617 Mahan Drive Tallahassee, FL 32308.**

SECTION C. Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this MOA shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this MOA.

SECTION D. Severability. If any provision of this MOA shall be deemed to be, or shall inf act be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

ARTICLE VIII: GOVERNING LAW

This MOA shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE IX: ENTIRE AGREEMENT/AMENDMENT

This MOA represents the complete understanding of the Parties concerning the proposed collaboration opportunities, and supersedes all prior or contemporaneous agreements, negotiations, discussions, and/or understandings, whether written or oral, related to such matter. Any amendment to this MOA shall be in writing and signed by the Parties.

Each cooperative purchasing contract subject to this MOA shall be attached hereto as Exhibits and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein, as applicable to HCSO and FSA respectively, shall apply to this MOA except as expressly changed or modified by this MOA.

ARTICLE X: MULTIPLE COUNTERPARTS

IN WITNESS WHEREOF, the Parties have caused this MOA to be executed by their duly authorized representatives.

Hillsborough County Sheriff's Office

By: _____

Print: Chad Chronister

Title: Sheriff

Date: 4/16/24

Florida Sheriffs Association

By: _____

Print: Steve Casey

Title: Executive Director

Date: April 17, 2024

HCSO STAFF	APPROVED	DATE
DIST/DIV	SW	3-29-2024
LEGAL	AGM 259484	4-8-24
FSD	WWS 267897	4/4/24
DEPARTMENT	3644	4.10.24
CHIEF DEPUTY	3655	4/10/24
CHIEF DEPUTY		4/11/24



INVITATION TO BID 2024-005

ASSORTED VEHICLE PROCUREMENT

August 14, 2024

Hillsborough County Sheriff's Office
Sheriff's Operations Center
Financial Services Division - Purchasing Section
2008 East 8th Avenue
Tampa, FL 33605

Marianne Theen, Buyer
MTheen@teamhcso.com

INSTRUCTIONS TO SUPPLIERS

Included herein are GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), SPECIFICATIONS (PART C) and BID RESPONSE (PART D), which together with all attachments, constitute the entire "Bid Package". **Said Bid Package must be the basis upon which all bids are offered and must be kept together and returned, intact, by the time and at the place specified herein.** The Supplier must sign the GENERAL TERMS AND CONDITIONS (PART A) and BID RESPONSE (PART D). Any questions concerning this Invitation to Bid (Bid) should be directed to the Buyer whose name appears above.

During award procedures, the Bid and Bid Response will become incorporated into an agreement that becomes the "Contract Document". This agreement will require the signatures of the Hillsborough County Sheriff's Office (HCSO) and the Awarded Supplier to become binding. A draft copy of the proposed agreement and its terms and conditions are attached to this Bid for review.

NOTICE TO SUPPLIERS

WHEN SUBMITTING A SEALED BID PACKAGE, CLEARLY MARK THE PACKAGE AS A BID DOCUMENT ON THE OUTSIDE OF THE ENVELOPE OR BOX. INCLUDE THE BID NUMBER AND THE DATE AND TIME OF THE BID OPENING.

LETTER OF INTENT

The undersigned acknowledges the General Terms and Conditions of the Bid and intends to respond to the HCSO. We understand that any amendments, clarifications, and addenda to the Bid will be promptly communicated to the individual authorized below to receive this information. Please print clearly.

COMPANY NAME

COMPANY ADDRESS

PRIMARY CONTACT NAME/TITLE

EMAIL ADDRESS

TELEPHONE NUMBER FAX NUMBER

SIGNATURE OF COMPANY OFFICER DATE

When responding to this Letter of Intent, in good faith, it will allow the Buyer to coordinate Bid related correspondence in an effective manner to all participants, when applicable, in addition to the HCSO's official means of communication – HCSO's website: https://TeamHCSO.com/.

If you do not wish to participate, please instead return Appendix II - *Statement of No Participation*. The "No Participation" information is helpful to the process and assures the HCSO you wish to remain on the available HCSO Supplier List.

**NOTE: THIS FORM SHOULD BE SENT IMMEDIATELY TO THE BUYER LISTED ON THE FRONT OF THIS DOCUMENT, AT FAX NUMBER 813-242-1826, OR TO Purchasing@HCSO.Tampa.FL.US.

SOLICITATION OVERVIEW

SUBJECT: Invitation to Bid 2024-005

BID TITLE: Assorted Vehicle Procurement

BID OVERVIEW: The purpose of this Invitation to Bid (Bid) is to describe the requirements of Chad Chronister, the Sheriff of Hillsborough County, a Constitutional Office of the State of Florida (Sheriff), to establish contracts with manufacturer's authorized dealers with the intent to provide Participating Public Agencies with the best and broadest possible selection of assorted vehicle products and services to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in PART C *Specifications*. The intention is to have the resulting contract agreements administered by the Florida Sheriffs Association (FSA).

Any reference to the "Work" throughout this document is defined to be inclusive of the Scope of Work and any related performance detailed herein.

BID OPENING DATE & TIME: Wednesday, September 11, 2024, at 3:00 PM EDT

PLACE: Hillsborough County Sheriff's Office
Sheriff's Operations Center
Financial Services Division - Purchasing Section
2008 East 8th Avenue
Tampa, FL 33605

CONTRACT TERM: Four (4) years initial award, three (3) optional two (2) year renewals.

PROPOSED SCHEDULE:

The Bid schedule set out herein represents the HCSO's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt, is delayed, the rest of the schedule may shift accordingly. All times are Eastern Standard Time.

Issue Date: Advertisement/Website Publication/OSD	August 14, 2024
Letter of Intent and Questions and Clarifications Deadline	August 28, 2024
Deadline for Receipt / Bid Opening	September 11, 2024, at 3:00 PM
Award Notification Target Date	September 25, 2024

This Bid does not, by itself, obligate the HCSO. The HCSO's obligation will commence when the contract is awarded. Upon written notice to the Awarded Supplier, the HCSO may set a different starting date. The HCSO will not be responsible for any Work commenced, even in good faith, if it occurs prior to the contract start date set by the HCSO.

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PART A - GENERAL TERMS AND CONDITIONS

1. BIDS:

Must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operations Center, Financial Services Division – Purchasing Section, 2008 East 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, the Bid must be marked as a BID DOCUMENT utilizing the Packaging Label provided at the end of this document.

If our specifications, when included, are not returned with your Bid, and no specific reference is made to them in your BID RESPONSE (PART D), it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, company's or manufacturer's specifications which accompany the BID RESPONSE (PART D), contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your BID RESPONSE, *Exceptions* (PART D, Paragraph 1).

2. BID SUBMISSION:

One (1) original bid package and one (1) copy is required for a response. Additional copies may be included if Supplier has redactions requested pursuant to Florida Stat. §119.071. Submission must utilize the Packaging Label provided at the end of this document.

Bids will be received until the time and date shown and will be read aloud immediately thereafter. A video recording of the Bid opening will then be posted to the HCSO's website at https://TeamHCSO.com/Purchasing. Suppliers that do not follow submittal instructions may be declared non-responsive and eliminated from consideration.

Responses may be submitted by hand-delivery, United States Postal Service (USPS) or commercial shipment.

The completed APPENDIX I (Supplier Packet) must be returned, with all the documentation listed therein, with your Bid Response along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s).

Bids must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operation Center, Financial Services Division – Purchasing Section, 2008 East 8th Avenue, Tampa, Florida 33605.

To prevent inadvertent opening, the Bid must be marked with the included PACKAGING LABEL

If our specifications, when included, are not returned with your Bid, and no specific reference is made to them in your Bid Response, it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, company's or manufacturer's specifications which accompany the Bid Response, contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your Bid Response.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

3. BID DELIVERY:

The responsibility for getting the Bid to the HCSO on or before the stated time and date will be solely and strictly the responsibility of the Supplier. The HCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Supplier shall be responsible for reading very carefully and understanding completely the requirements within this document. Bids will not be accepted after the time specified for receipt.

4. BID OPENING:

The Bid Opening will *not* be open to the public. Bids will be received until the time and date listed herein and will be read aloud immediately thereafter at the "Place" indicated. A video recording of the Bid Opening will then be posted to the HCSO website https://TeamHCSO.com/Purchasing.

Bids must be received by the HCSO Purchasing Section no later than the time and date shown within this Bid document. Suppliers mailing their Bid Responses should allow for normal mail time to ensure receipt by HCSO prior to the time and date fixed for the acceptance of the Bids. Bids or unsolicited amendments to Bids, received by the HCSO after the acceptance date will not be considered.

The HCSO reserves the right to postpone the date for receipt and opening of Bids or other deadlines and will make a reasonable effort to give at least five (5) calendar days' notice of any such postponement to each prospective Supplier.

It is understood and agreed upon by the Supplier in submitting a Bid Response that the HCSO has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number of Bids received; competitive technical information; competitive price information; and the HCSO evaluation concerns about competing Bids. Information released after award is subject to the disclosure requirements of the Chapter 119, *Fla. Stat.* Suppliers are enjoined from discussing or disclosing the content of any Bid with competing Suppliers during the evaluation and negotiation process.

5. BID SUBMITTAL COSTS:

Submittal of a Bid is solely at the cost of the Supplier and the HCSO in no way is liable or obligates itself for any cost incurred by the Supplier in preparing the Bid Response.

6. BID ERRORS:

When errors are found in the extension of bid prices, the unit price will govern. Bids having erasures or corrections must be initialed in ink by the Supplier.

7. NO BID:

If you do not wish to submit a response to the Bid, please return the STATEMENT OF NO PARTICIPATION herein as APPENDIX II. The "No Participation" information is helpful to the process and assures the HCSO you wish to remain on the available HCSO Supplier List.

8. COMMUNICATION BETWEEN PARTIES:

All questions in regard to this Bid are to be directed, in writing, to the Buyer as listed on page 2, *Instructions to Suppliers*. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this Bid prior to the notice of award.

In the interest of public access, all documents relating to this Bid will be posted to the HCSO website at https://TeamHCSO.com/Purchasing. This will include Question & Answer (Q&A), amendments, addenda, etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Buyer utilizes for convenience of the parties involved.

9. ON-LINE DOCUMENTS:

The HCSO publishes procurement-related documents on its website at https://TeamHCSO.com/Purchasing for the convenience of companies wanting to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a Bid.

10. TIME FOR CONSIDERATION:

Supplier warrants, by virtue of submitting a Bid, the prices quoted in their response will be good for an evaluation period of 90 calendar days from the date of Bid Opening unless otherwise stated. Suppliers will not be allowed to withdraw or modify their Bid Responses after the opening time and date.

11. PRICES:

The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue its tax exemption certificate to the Awarded Supplier(s).

The Supplier's attention is directed to the laws of the State of Florida including, but not limited to, Chapter 212, Florida Statutes, which applies to all transactions resulting from this Bid, and that all applicable taxes and fees shall be deemed to have been included in the BID RESPONSE (PART D) as part of the materials cost, when applicable.

12. LEGAL REQUIREMENTS:

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Supplier of applicable legal requirements will in no way be a cause for relief from responsibility.

Suppliers have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. Suppliers can self-certify by signing the federal grant compliance paperwork in Appendix I and return it with their bid. This certification indicates their willingness to comply with the requirements outlined in Appendix I for federally funded purchase orders. This certification is not a requirement of the Invitation to Bid or contract. Suppliers are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. It is the responsibility of the Eligible Purchaser to determine compliance for each Supplier if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

13. PATENTS AND ROYALTIES:

The Supplier, without exception, shall indemnify and hold harmless the HCSO and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the HCSO or an Eligible Purchaser.

If the Supplier uses any design, device or materials covered by letters, patent or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device or materials in any way involved in the Work.

14. FEDERAL AND STATE STANDARDS:

It is the intent of HCSO that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety and environmental requirements, shall immediately become a part of the Terms & Conditions. The Supplier shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Supplier shall contact the FSA's Cooperative Purchasing Program (FSA CPP) immediately.

15. UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

16. DISADVANTAGED BUSINESSES:

As part of the solicitation process, the HCSO makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

A. Small businesses,

B. Minority-owned small businesses,

C. Women-owned small business enterprises, and

D. Disadvantaged business enterprises.

The HCSO takes necessary affirmative steps to ensure that minority businesses, women's business enterprises and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. The HCSO will:

A. Evaluate whether small, minority and women's businesses are potential sources,

B. Place those qualified small and minority businesses and women's business enterprises on solicitation lists,

C. Search the Small Business Administration, Minority Business Development Agency and Labor Surplus Area reports for additional potential sources.

Suppliers are instructed to self-certify in their Bid Response whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise and disadvantaged business.

17. SUPPLIER DIVERSITY:

To ensure maximum participation in posted HCSO solicitations, the HCSO Purchasing Office submits all postings to the Florida Department of Management Services' Office of Supplier Diversity (OSD) and the Hillsborough County MBE/SBE Programs Office. These offices will then share the posted opportunities with OSD certified suppliers to ensure exposure to businesses and increase the number of eligible Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) and Small Business Enterprise (SBE) Suppliers in the area while also expanding the overall participation rate for DM/DWBE and SBE suppliers, and overall providing greater opportunities to disadvantaged businesses.

18. ANTI-DISCRIMINATION:

The Supplier certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

19. BEST COMMERCIAL PRACTICES:

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

20. CLAIMS:

The Awarded Supplier(s) will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.

21. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA):

The Supplier certifies that all material/items contained in their Bid Response meets all OSHA requirements.

22. APPROPRIATION OF FUNDS:

The HCSO, as an entity of local government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any Contract entered into as a result of this Bid for each and every fiscal year following the fiscal year in which this Contract is executed and entered into, and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and effective 30 calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Contract.

23. PROTESTS:

Any Supplier who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Bids must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays, and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt must be provided.

The HCSO will have five (5) business days upon receipt of the notice to review and consider the protest as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Supplier or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).

The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Supplier in writing. This decision, and the basis upon which it was made, will be communicated to the Supplier within five (5) business days following the receipt of the recommendation from the Purchasing Section. A single appeal of the CFO's decision is available by submitting a notice in writing within 72 hours (excluding HCSO holidays, Saturdays, and Sundays) requesting a management review of the decision. Final decision of an appeal will be made by the Sheriff.

24. ACCEPTANCE AND REJECTION:

The HCSO reserves the right to reject any or all Bids, for cause, to waive irregularities, if any, and to accept the Bid (or Bids) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add and/or reject any items from any Bid options or resulting contract(s) when deemed to be in the best interest of the HCSO.

25. NEXT BEST SUPPLIER:

In the event of a default by the Awarded Supplier(s), or cancelation by HCSO, the HCSO reserves the right to utilize the next best responsive Bid and responsible Supplier. In the event of this occurrence, the new Awarded Supplier(s) shall be required to provide the Bid items at the prices as contained in their BID RESPONSE (PART D), for the remainder of the award period.

26. EMERGENCY:

If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the item(s) from the most available source.

27. E-VERIFY REQUIREMENT:

Pursuant to §448.095, *Fla. Stat.*, the Sheriff requires the Awarded Supplier(s), and any and all subcontractors, if permitted by agreement, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the Awarded Supplier(s) enters into a contract with a subcontractor, the subcontractor must provide the Awarded Supplier(s) with an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. The Awarded Supplier(s) shall maintain a copy of such affidavit for the duration of the contract.

If the Sheriff has a good faith belief that the Awarded Supplier(s) has knowingly violated §448.09(1), *Fla. Stat.*, the Contract will be terminated. If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the Awarded Supplier(s) otherwise complied with this subsection, the Sheriff will promptly notify the Awarded Supplier(s) and order the Awarded Supplier(s) to immediately terminate the contract with the subcontractor.

Termination of any and all contracts and/or sub-contracts as provided above, does not constitute a breach of contract and may not be considered as such. If the Sheriff terminates a contract with an Awarded Supplier(s) as provided above, the Awarded Supplier(s) may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Awarded Supplier(s) is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

28. INDEMNIFICATION:

The Awarded Supplier(s) will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from and (b) is cause in whole, or in part, by the act or omission of the Awarded Supplier(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole, or in part, by a party indemnified hereunder.

In any and all claims against the HCSO or any of its agents or employees by any employee of the Supplier, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Supplier or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

29. PUBLIC ENTITY CRIMES:

Pursuant to §§287.132-133, *Fla. Stats.*, the HCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, *Fla. Stat.*, for Category Two ($35,000) with any person or affiliate on the convicted Supplier list for a period of 36 months from the date that the person or affiliate was placed on the convicted Supplier list, unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), *Fla. Stat.* If you submit a Bid Response in response to this Bid, you are certifying that §§287.132-.133, *Fla. Stats.*, does not restrict your submission.

30. FORCE MAJEURE:

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure, as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals; or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

31. PUBLIC RECORDS:

Any material submitted in response to this Bid will become a public document pursuant to §119.07, Florida Statute. This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, Florida Statute. The Supplier agrees to comply with §119.0701, Florida Statute, regarding maintenance and provision of access to all public records generated by this Contract with the Sheriff.

The Sheriff requires that, at the conclusion of the selection process, the contents of all Bid Responses be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained within a Bid Response must be clearly stated in the Bid Response itself. Proprietary information submitted in response to the Bid will be handled in accordance with applicable Florida Statutes.

If the Supplier has questions regarding the application of Chapter 119, Florida Statutes, to the Supplier's duty to provide public records relating to this Contract, contact the custodian of public records at: Hillsborough County Sheriff's Office, Sheriff's Operations Center, ATTN: Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, (813) 247-8210 or at rec_request@HCSO.Tampa.FL.US.

Chad Chronister,
Sheriff of Hillsborough County,
A Constitutional Officer of the State of Florida

By: _____
William V. Spinelli, CPA
Chief Financial Officer

PART A - SIGNATURE OF ACKNOWLEDGMENT

The General Terms and Conditions outlined above are acknowledged. Our Bid is attached.

_____
Company Name

_____
Company Officer Name (Printed) Title

_____
Company Officer Signature Date

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID. EACH COMPANY'S BID, AND ANY CLARIFICATIONS TO THAT BID, AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT, SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE BID RESPONSE, *EXCEPTIONS* (PART D, PARAGRAPH 1).

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PART B - SPECIAL PROVISIONS

1. SUPPLIER QUALIFICATIONS:

Bids shall be considered only from those who can clearly demonstrate to the HCSO a professional ability to perform the type of work specified within the Bid. Suppliers must be able to demonstrate adequate organization, financial backing, equipment and personnel to ensure continuous provision of quality service to the HCSO. In the determination of the evidence of responsibility and ability to perform the Contract by the Supplier, the HCSO reserves the right to investigate the financial condition, experience and training records, personnel, equipment, facilities and organization of the Supplier. The HCSO shall determine whether the evidence of responsibility and ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory. The Sheriff reserves the right to reject a Bid when evidence indicates the inability to perform the Work specified within the Bid.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the HCSO.

The HCSO may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Supplier, including past performance with the HCSO in making the award.

The HCSO may inspect the Supplier's facility prior to the award of contract. Bids will only be considered from companies which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the Bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the Bid Response for evaluation.

2. SUPPLIER ABILITY TO PERFORM:

The HCSO may require Suppliers to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the HCSO may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the Bid Response may render the Bid non-responsive.

During the contract period, the HCSO may review the Supplier's record of performance and may require submission of supporting documentation to ensure that the Supplier is providing sufficient financial support, equipment and organization.

If the HCSO determines that the Supplier no longer possesses the financial support, equipment and organization in order to comply with this section, HCSO has the authority to immediately terminate the Contract.

By responding to this Invitation to Bid, the Supplier warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain or diminish the Supplier's ability to satisfy the obligations of a resulting contract. The Supplier warrants that neither it nor any affiliate is currently on the convicted Supplier list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The Awarded Supplier shall immediately notify the HCSO and Eligible Purchaser in writing of its ability to perform is compromised in any manner during the term of the Contract.

3. SUBCONTRACTING:

The Awarded Supplier(s) may not sublet or subcontract any of the contractual obligations concerning this Bid matter except as provided for in the written contract between the HCSO and Awarded Supplier(s). This statement prohibits subcontracting overall management obligations pertaining to the Work and requires the Awarded Supplier(s) to retain ultimate liability for all contractual obligations.

4. CONFLICT OF INTEREST:

The Supplier agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, *Fla. Stat.,* regarding standards of conduct for public officers, employees of agencies and local government attorneys.

No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent or lease any realty, goods or services for HCSO from any business entity of which the officer, partner, director or proprietor, or in which such officer or employee or the officer's or employee's spouse or child, or any combination thereof, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.

5. ASSIGNMENT:

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the HCSO.

If the original Supplier sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. HCSO reserves the right to reject the acquiring entity as Supplier. A change of name agreement will not change the contractual obligations of the Supplier.

In the event a manufacturer reassigns the product line to an alternate company, the Supplier is required to notify the HCSO in writing of the change within ten (10) business days of the reassignment. If the Supplier is not already an approved HCSO Supplier, the alternate company is required to submit a Supplier Packet (Appendix I) to the HCSO to become an approved Supplier prior to conducting any qualified sales. HCSO may approve such assignments of existing or new Suppliers at its discretion. The Supplier is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the Contract.

6. NON-CONFORMANCE:

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Supplier's expense. Any violation of these stipulations may also result in:

A. Supplier's name being removed from the awarded supplier list.

B. HCSO and Eligible Purchasers being advised not to do business with Supplier.

7. RIGHT TO AUDIT:

Supplier shall establish and maintain a reasonable accounting system that enables HCSO, FSA and FSA CPP, hereafter referred to in this paragraph collectively as "Auditors", to readily identify Supplier's sales. Auditors and their authorized representatives shall have the right to audit and to make copies of all related records pertaining to this Contract, including all government sales and eligible user information, whether kept by or under the control of the Supplier, including, but not limited to those kept by its employees, agents, assigns, successors, sub-Suppliers or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

A. Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers and bank statements;

B. Written policies and procedures;

C. Subcontract files (including proposals of successful and unsuccessful Suppliers, bid recaps, etc.);

D. Original estimates, quotes or work sheets;

E. Contract amendments and change order files;

F. Insurance documents; or

G. Memoranda or correspondence

Supplier shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this contract. At the Supplier's expense and upon written notice from Auditors, the Supplier shall provide such records for inspection and audit by the Auditors or their authorized representatives. Such records shall be made available to the Auditors during normal business hours within three (3) business days of receipt of the written notice. Auditors may select the Supplier's place of business or offsite location for the audit. The Auditors may also request the Supplier provide requested records via e-mail.

Supplier shall ensure Auditors have these rights with Supplier's employees, agents, assigns, successors and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Supplier and any sub-suppliers to the extent that those subcontracts or agreements relate to fulfillment of the Supplier's obligations to the Auditors.

Professional fees, personnel costs and travel costs incurred by the Auditors under their authority to audit and not addressed elsewhere will be the responsibility of the Auditors. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Supplier to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Supplier shall reimburse the Auditors for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation or non-performance, Auditors may recoup all the costs of the audit work from the Supplier.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Supplier's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of the Auditors findings to Supplier. Auditors have the right to assess damages or seek reimbursements or refunds based on audit results.

8. LICENSES AND PERMITS:

The Supplier shall obtain and pay for all licenses, permits and inspection fees for this Bid Response and any resulting contract. Where Suppliers are required to enter or go onto HCSO, FSA or purchaser property to deliver materials or perform work or services as a result of a Bid Award, the Supplier will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Supplier must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

9. PERFORMANCE BONDS:

HCSO or Eligible Purchasers may request a performance bond from a Supplier. Performance bonds are recommended with prepayment and will be at the expense of the requesting agency. Suppliers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

10. INDEPENDENT PREPARATION:

A Supplier shall not, directly or indirectly, collude, consult, communicate or agree with any other Supplier as to any matter related to the Bid Response each is submitting. Additionally, a Supplier shall not induce any other Supplier to modify, withdraw, submit or not submit a Bid Response.

Suppliers who are found to have engaged in these acts will be considered non-responsive and will be suspended or barred from Bid participation. Any contract award resulting from these acts may be terminated for default. Further, any such acts detected by the HCSO may be reported to relevant law enforcement and/or prosecutorial agencies.

Suppliers may submit multiple Bids without violating this provision, provided that each Bid is from a different manufacturer and product line. Multiple Bids from dealerships with the same ownership for the same manufacturer and product line are subject to the approval of the HCSO. HCSO's approval will be determined based on the best interests of the HCSO or the Eligible Purchasers.

11. DEFAULT:

The Contract may be canceled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the Awarded Supplier(s) upon non-performance or violation of contract terms. An award may be made to the next best responsive Bid and responsible Supplier based on evaluation, or if in the best interest of the HCSO and Eligible Purchasers, other qualified sources. Failure of the Awarded Supplier(s) to deliver materials, or items within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute contract default. Awarded Supplier(s) who default on Contracts may be removed from the HCSO Supplier List and determined ineligible for future contracts at the discretion of the CFO. A defaulting Supplier may be held liable for costs incurred by the HCSO in procuring replacement products.

12. NON-PERFORMANCE:

By virtue of the Bid Response, Supplier acknowledges its obligation to sell items for which it is awarded. Upon award, failure of the Supplier to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Supplier agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future Bids at the HCSO's discretion.

The Supplier shall at all times during the contract term remain responsive and responsible. In determining Supplier's responsibility, the HCSO shall consider all information or evidence that demonstrates the Supplier's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Suppliers that are not in compliance with any of the provisions of this Contract can be assessed liquidated damages, suspended or terminated from the Contract. The HCSO, at its sole discretion, may remove a non-compliant Supplier from future competitive bid solicitations; or take other actions including suspension from the Contract until compliance issues are resolved, limit current or future Supplier participation by items, or other actions as determined by HCSO at its sole discretion.

At HCSO's discretion, Suppliers may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the HCSO.

In situations where there is evidence that the Supplier has engaged in egregious breaches of the Contract with respect to either the HCSO and/or the Eligible Purchaser, the Contract can be terminated and the Supplier will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of HCSO.

Specific conditions for termination include, but are not limited to, failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Supplier installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the Contract.

Any Supplier presented with a valid Purchase Order consistent with Supplier Bid quotes or other agreed upon terms and pricing is required by this Contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Supplier must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Supplier with a profit or loss.

Failure to deliver the item may result in the Eligible Purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Supplier plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for non-payment of administrative fees, to which FSA CPP is entitled, according to Part C, Paragraph 2(R), and any attorney's fees incurred in the recovery of these damages.

13. SEVERABILITY:

In the event any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract, which shall remain in full force and effect and enforceable in accordance with its terms.

14. TERMINATION FOR CAUSE:

If through any cause within the reasonable control of the Supplier, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this Contract, the HCSO shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Supplier and unless the deficiencies are corrected within ten (10) business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the HCSO, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the Eligible Purchaser shall compensate the successful Supplier in accordance with the Contract for all services performed by the successful Supplier prior to termination, net of any costs incurred by the Eligible Purchaser and HCSO as a consequence of the default.

Notwithstanding the above, the Supplier shall not be relieved of liability to the HCSO for damages sustained by the HCSO by virtue of any breach of the Contract by the Supplier, and the HCSO may reasonably withhold payments to the Supplier for the purposes of offset until such time as the exact amount of damages due the HCSO from the Supplier is determined.

15. TERMINATION WITHOUT CAUSE:

The HCSO can terminate the Contract in whole or part without cause by giving written notice to the Supplier of such termination, which shall become effective 30 calendar days following receipt by Supplier of such notice.

In the event of termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the HCSO.

The Supplier shall not furnish any product after it receives notice of termination, except as necessary to complete the continued portion of the contract, if any. The Supplier shall not be entitled to recover any lost profits that the Supplier expected to earn on the balance of the contract or cancellation charges.

Any payments to the Supplier shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the Contract.

16. LICENSING AND FACILITIES:

Suppliers are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

17. INSURANCE AND INDEMNIFICATION:

Supplier shall be fully liable for the actions of its agents, employees, partners or third party suppliers and shall fully indemnify, defend and hold harmless the HCSO, the FSA, the participating agencies, and their officers, agents and employees from suits, actions, damages and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Supplier, its agents, employees, partners or third party suppliers; provided, however, that the Supplier shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the FSA and participating agencies or proximately caused by intentional wrongful acts or omissions of the FSA and participating agencies.

The FSA and/or participating agencies shall give the Supplier the opportunity to take over and settle or defend any such action at Supplier's sole expense. When reasonable, the FSA will give the Supplier written notice of an action or threatened action. Supplier shall not be liable for any unreasonable cost, expense or compromise incurred by the FSA, or participating agencies, in any legal action without Supplier's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

The Insurance Checklist (Appendix III) summarizes the Supplier's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Supplier may not begin performance under the Contract until such Certificates have been approved by the HCSO.

The certificate must state Bid Number and Title. HCSO must be named as an additional insured for the duration of the contract.

The Supplier shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Supplier shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Supplier is acting as an independent contractor. The Supplier shall be responsible for the Work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Supplier at all times during the full duration of Work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Supplier shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The Supplier shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this Contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

HCSO required insurance coverages must be maintained through the duration of the Contract. Upon expiration of the required insurance, the Supplier must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the HCSO.

It is understood and agreed that all policies of insurance provided by the Supplier are primary coverage to any insurance or self-insurance the HCSO possesses that may apply to a loss resulting from the work performed in this Contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Supplier hereby agrees to indemnify and hold harmless the HCSO and FSA, a 501(c)3, their officers, agents and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Supplier, his agents, servants or employees, or through the mere existence of the project under Contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the HCSO, FSA, their officers, agents and employees, as determined by a court of competent jurisdiction.

The Supplier will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this Contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Supplier will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the HCSO and FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Supplier will secure and maintain policies of third-party suppliers. All policies shall be made available to the HCSO and FSA upon demand. Compliance by the Supplier and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Supplier and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Supplier shall be as fully responsible to the HCSO and FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Supplier.

The HCSO and FSA can request, and the Supplier shall furnish, proof of insurance within seven (7) calendar days of receipt of the written request from the HCSO or FSA. Should the Supplier fail to provide acceptable evidence of current insurance during the contract term, the HCSO shall have the right to consider the contract breached and justifying the termination thereof. If Supplier does not meet the insurance requirements; the HCSO or FSA may consider alternate insurance coverage.

18. PRICES QUOTED:

Prices provided will be a percent below MSRP for this bid. The MRSP less discount model allows for adjustability when the dealer changes price during the contract term, or when new items come to market.

As used in this provision, “MSRP” refers to the manufacturer's suggested retail price based on the factory options listed on the federally required Monroney label (window sticker) of the specific vehicle for sale.

As used in this provision, “Percent” is defined as the discount off MSRP.

19. MODIFICATION OR WITHDRAWALS OF BIDS:

A Supplier may submit a modified Bid to replace all or any portion of a previously submitted Bid until the due date and time of the Bid Opening listed in the Bid Calendar. Modifications received after the Bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the Contract Award. If a Supplier must withdraw the Bid, the Supplier must contact HCSO immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

20. DETERMINATION OF RESPONSIVENESS:

Determination of responsiveness will take place at the time of Bid Opening and evaluation. In order to be deemed a responsive Supplier, the Bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Part A, Paragraph 24, HCSO reserves the right to waive or allow a Supplier to correct minor irregularities.

21. RESPONSIBLE SUPPLIER CRITERIA:

Bids will be evaluated to determine if qualifications and contract requirements are met. Bid Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as non-responsive. The HCSO will not request documentation or consider a Supplier’s social, political or ideological interests in determining if the Supplier is a responsible Supplier. HCSO will not give preference to a Supplier based on the Supplier’s social, political or ideological interests.

Suppliers whose responses, past performance or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Supplier, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with HCSO contracts or other similar government contracts;
- Ability to provide excellent customer service, including on previous HCSO contracts; and
- Any other information relevant to the responsibility of a Supplier of which HCSO is aware.

In addition to the requirements set forth by these Terms & Conditions, HCSO reserves the right to request staffing, performance and financial information from any Supplier during the evaluation process.

HCSO reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Suppliers are responsive and responsible.

HCSO further reserves the right to limit participation of Suppliers who, in HCSO's sole discretion, are determined to present responsibility concerns that call into question the Supplier's ability to perform but that do not rise to the level of requiring rejection of the Supplier as non-responsible.

22. BASIS FOR AWARD:

The HCSO intends to award this requirement to multiple Suppliers. HCSO shall make award to the qualified, responsive and responsible Supplier(s) who submitted the highest percent off the manufacturer's suggested retail price or MSRP.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

Awards will be posted on the FSA CPP website according to the date posted in the Bid Calendar.

23. EXCEPTIONS TO BID:

All Bid Responses must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C). Such deviations should be stated upon the BID RESPONSE (PART D) or appended thereto. Suppliers are hereby advised that the HCSO will only consider Bid Responses that meet the specifications and other requirements imposed upon them by this Bid. In instances where an exception is stated upon the BID RESPONSE (PART D), said Bid Response may be subject to rejection by the HCSO in recognition of the fact that said Bid Response does not meet the exact requirements imposed upon the Supplier by the GENERAL TERMS AND CONDITIONS (PART A) SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C).

24. CURRENCY:

All transaction amounts, bids, quotes, provisions, payments, or any part of this contract relating to currency are to be made in United States Dollars.

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PART C - SPECIFICATIONS

1. IN GENERAL:

The HCSO has vehicles in service throughout the entirety of Hillsborough County and has need of expeditious replacements. This Bid is for the purchase of stock or inventory vehicles. Suppliers are required to provide percent below MSRP pricing for stock or inventory vehicles. The need for vehicle types ranges from trucks, cars, vans, motorcycles, golf carts, ATVs, UTVs, electric and standard engine varieties. The frequency and quantity of vehicle purchases may vary due to several mitigating factors such as out-of-service events, asset end-of-life, current inventory levels, or additional personnel. Orders will be made via single quantity and multiple quantity purchase orders, depending on the availability of in-stock vehicles. The HCSO's estimated annual expenditure for services under this Contract is approximately $3,000,000.00 to $4,000,000.00.

All vehicles must fully meet the specifications and requirements outlined in this Invitation to Bid. Additionally, Suppliers must ensure that the vehicles offered are available for immediate delivery upon the award of the contract. Compliance with these terms is mandatory to be considered for this Bid.

2. BASE SPECIFICATIONS AND BID ITEM GROUPS:

All bid items shall be built to manufacturer base specifications for the item or make indicated and shall include all standard manufacturer equipment unless otherwise specified. If not already included in manufacturer standard equipment and base specifications, all vehicles shall include manufacturer standard automatic transmission and power locks and windows.

The vehicles being requested in this bid have been organized into the following categories:

- Administrative Sedans
- All-Terrain Vehicles
- Cab and Chassis Trucks 4X2
- Cargo and Passenger Vans
- Electric & Plug-in Hybrid Vehicles
- Electric Bikes & Transports
- Motorcycles
- Pickup Trucks 4X2
- Pickup Trucks 4X4
- Utility & Hybrid Vehicles 4X2
- Utility & Hybrid Vehicles 4X4 & AWD
- Utility Task Vehicles

3. FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM:

HCSO has partnered with the Florida Sheriffs Association (FSA) to make the Awarded Contract prices and terms available through FSA's Cooperative Purchasing Program (CPP) to FSA; any unit of local government, political subdivision or agency of the State of Florida, including but not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida; and any Eligible User, as defined in F.A.C. 60A-1.001(2), jointly the "Eligible Purchasers".

All transactions, purchase orders, invoices and payments between the Awarded Supplier and an Eligible Purchaser, as described in Paragraph M of this section, will occur directly between the Participating Supplier and each Eligible Purchaser individually. The Participating Supplier must communicate directly with Eligible Purchasers regarding the placement of orders, issuance of purchase orders, invoices, payments and contract disputes. Neither HCSO, FSA, FSA CPP, nor their agents, directors, employees, nor representatives shall be liable to Awarded Suppliers for any acts, liabilities, damages, costs, expenses, fees, etc., incurred by an Eligible Purchaser.

A. SUPPLIER CONTACT INFORMATION: The Supplier shall maintain current contact information with HCSO and FSA at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the Contract, the Supplier must notify HCSO immediately.

B. FUNDING: In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

C. CONTRACT PERIOD: The Contract shall be effective for four (4) years from the date of award with optional renewals for up to three (3) additional two (2) year periods. Contract extensions will only be executed when the HCSO determines, based on then-existing conditions, that it is in the best interest of the HCSO and the Eligible Purchasers to do so.

D. CONTRACT EXTENSION:

1. Contract Extension. The contract may be extended by mutual agreement for up to three (3) additional two (2) year periods. HCSO reserves the right to execute a contract extension or to allow the Contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of HCSO.

The Supplier may request price adjustments for contract extensions as provided for herein. If no request is received from the Supplier, the HCSO will assume that the Supplier has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this Contract.

2. Month-to-Month Continuation. In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

E. PAST MODEL YEARS AND STOCK VEHICLES: Suppliers are allowed to keep additional new unused vehicles in stock. Should the Supplier keep new stock vehicles on this Contract to cover immediate demand by Eligible Purchasers, the following shall apply:

1. Only vehicles that are in available inventory can be sold as stock.

2. Only new and unused vehicles shall be sold as stock vehicles.

3. Prior model year vehicles consistent with the Contract User's request may be offered, provided their price is discounted by an additional minimum of two percent (2%) per prior model year.

4. Stock vehicle prices cannot exceed the pricing for their specific model year but can be sold at a reduced rate with approval from the FSA. For example, model year 2024 vehicles shall always be sold at the agreed upon price for the 2024 model year or less and cannot be sold at a higher rate.

5. Vehicles shall not be sold after the expiration of the contract. The HCSO, FSA and FSA CPP are not responsible for unsold stock at any time during or after the Contract.

F. SUPPLIER-INSTALLED OPTIONS: All Supplier-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All Supplier-installed options must be manufactured by an established manufacturer of the product provided. Suppliers are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Supplier must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Supplier that violates this provision will be considered in default of the Contract. HCSO may terminate the Contract in accordance with these terms & conditions.

G. NON-SCHEDULED OPTIONS: A non-scheduled option is an option not listed on the HCSO published award. Suppliers may provide nonscheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

H. PURCHASE ORDERS: To initiate a purchase, a purchase order must be issued to the Supplier, which includes:

1. HCSO contract title and number;

2. List of items purchased

3. And the following Purchaser information: Purchaser name, contact name, dealer stock number, phone number, and email address.

The Supplier's acceptance of a purchaser's order will indicate that the Supplier agrees to deliver an awarded item that will be fully compatible with all of its options. The Supplier shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Supplier's expense.

For orders received from Eligible Purchasers, a Confirmation of Order form or written affirmation of order shall be completed by the Supplier and provided to the purchaser 15 calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Supplier from the Eligible Purchaser.

If a Supplier receives a purchase order for an item for which they were not awarded, the Supplier must notify the Eligible Purchaser and return the purchase order to the Eligible Purchaser within three (3) business days.

The Supplier must submit electronic copies of Purchase Orders within 15 calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Supplier after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Supplier and cause for the delay. Purchase Orders should contain the following required information:

1. Purchaser name, Purchase order number, Purchase order issue date, FSA CPP contract title and number, Item number, Item make and model, or item description, Item price, Options by item, and Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Supplier must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If an Eligible Purchaser does not use purchase orders, written communication from the Eligible Purchaser to the Supplier will be provided to FSA CPP.

I. REGISTRATION, TAG, AND TITLE: Title items shall be the responsibility of the Supplier. If the Eligible Purchaser is a government agency, the Eligible Purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

J. DELIVERY: Suppliers are to inspect the item to confirm the item meets or exceeds the HCSO Base Specification, manufacturer specification and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Supplier's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the Eligible Purchaser and the Supplier. Supplier shall notify the purchaser no less than 24 hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The Supplier shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order, Copy of the contract Base Specification, Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered, Copy of the pre-delivery service report, Registration warranty certification, Owner's manual Registration, tag and title or an application for the registration, as applicable

New Vehicles from inventory: All items with fuel tanks of 35 gallons or less must contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than 35 gallons, a minimum of one-eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent (10%). The Eligible Purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the Eligible Purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the Eligible Purchaser; however, this requirement shall not apply to incomplete chassis.

When items require service or adjustments upon delivery, the Supplier shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Supplier within 48 hours after notification by an Eligible Purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Supplier until the items are satisfactory and accepted by the Eligible Purchaser.

K. INSPECTION AND ACCEPTANCE: Final acceptance shall be given only after the Eligible Purchaser inspects or confirms the item meets contract specifications. Delivery of an item to an Eligible Purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Supplier completes the necessary corrective action.

L. INVOICING AND PAYMENTS: Invoicing and payments shall be the responsibility of the Supplier and Eligible Purchaser placing orders using this Contract. Suppliers must invoice each Eligible Purchaser independently. The Supplier shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment Act applies to ensure timely payment of Supplier invoices, the HCSO encourages Eligible Purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

M. WARRANTY: All warranties shall begin at the time of delivery and final acceptance by the Eligible Purchaser. The Eligible Purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

N. QUARTERLY REPORTS: Quarterly reports are the contractual responsibility of each Supplier. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Supplier for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Supplier has no sales within a quarter, the Supplier shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Supplier has no deliveries in a given quarter, the Supplier shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Suppliers of the method by which future quarterly reports are to be submitted.

O. ADMINISTRATIVE FEE: The FSA CPP charges three quarters of one percent (.0075) to administer the Contract. The administrative fees are the contractual responsibility of each Awarded Supplier.

After receipt of payment from contract purchases, the Supplier shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Supplier fails to incorporate the administrative fee in its Bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Exhibit B. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

P. LIQUIDATED DAMAGES: The Supplier warrants that the item supplied to the Eligible Purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Supplier responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Suppliers failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida.

When quarterly reports are late, liquidated damages are to be included in Supplier's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25 per calendar day
Failure to submit administrative fee on time	$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Supplier agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Supplier agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Supplier's failure to take the specified actions.

4. SPECIFICATIONS AND SCOPE OF WORK:

This contract pertains to the purchase of a vehicle from the dealer's inventory or lot. The vehicle to be purchased is specified by its make, model, year, and Vehicle Identification Number (VIN). It includes details such as the exterior and interior color, mileage at the time of purchase, and the overall condition, whether new, used, or certified pre-owned. The engine specifications, including type, capacity, and horsepower, as well as the type of transmission and fuel, are clearly outlined. Any additional features or packages that come with the vehicle, such as a sunroof, navigation system, or advanced safety features, are also detailed.

5. EQUIPMENT RECALLS:

In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this Contract, a notice shall be sent to appropriate personnel at each participating Public Agency in a timely manner. Proposer shall describe its process for notification of equipment recalls and timing of such notification.

6. PARTS AND SERVICE:

The Supplier shall maintain factory authorized parts and appropriate service facility or facilities for routine service and warranty service. The Supplier shall detail its ability in business days to provide parts and describe its process for timely delivery of any out-of-stock parts.

7. QUALITY AND SAFETY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Supplier must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

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PART D - BID RESPONSE

The undersigned understands that this Bid Package **must be signed in ink** and that an **unsigned** Bid Package will be considered nonresponsive and subject to rejection by the HCSO. **The undersigned must be an Officer of the Company, or a designated agent empowered to bind the Company in Contract.**

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE SUPPLIER ACCEPTS THE TERMS, CONDITIONS, PROVISIONS, MANDATES, AND OTHER CONDITIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) AND SPECIFICATIONS (PART C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID SUPPLIER MAKES THIS BID.

* * USE INK ONLY * * *

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS

BID PACKAGE TO BE CONSIDERED BY THE HCSO

EXCEPTIONS TO BID: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS BID PACKAGE TO BE REJECTED BY THE HCSO. **ALL SUPPLIERS SHOULD CAREFULLY READ PARAGRAPH 23 OF THE SPECIAL PROVISIONS (PART B)**.

1. EXCEPTIONS:

The following represents every deviation (itemized by number) to the foregoing GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C) upon which this Bid Package is based, to wit:

2. PRICING:

The undersigned has carefully examined the Bid Package and all conditions affecting the cost of the item(s) required by the HCSO.

The undersigned certifies that any exceptions to the Bid specifications are noted in the BID RESPONSE, *Exceptions* (PART D, Paragraph 1). All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award may be cause for cancelation of award.

Bidders are to submit their pricing on the attached APPENDIX IV Pricing Sheet.

3. SUPPLIER ORDER INSTRUCTIONS:

Describe the preferred method of contact to request service. (Print the information below):

Contact Name & Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____) _____ Mobile: (____) _____ Fax: (____) _____

Email: _____

Company Website: _____

PREFERRED METHOD: _____

4. BID CONTACT INFORMATION:

Provide the contact information for the individual submitting this BID RESPONSE. (Please print the information below):

Company Name: _____

Contact Name & Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____) _____ Mobile: (____) _____ Fax: (____) _____

Email : _____

PART D - SIGNATURE OF AFFIRMATION AND DECLARATION

At this present time, we understand all requirements and warrant that as a serious Supplier we will comply with all the stipulations included in the Bid Package. **The undersigned must be an Officer of the Company, or a designated agent empowered to bind the Company in Contract.**

The below named Supplier affirms and declares:

That Supplier is of lawful age and that no other person, firm or corporation has any interest in this Bid offered to be entered into;

That this Bid is made without any understanding, agreement, or connection with any other person, firm, or corporation making a Bid for the same purpose, and is in all respects fair and without collusion or fraud;

That the Supplier is not in arrears to Hillsborough County or the HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the HCSO;

That no officer, employee, or person whose salary is payable in whole, or in part, from HCSO, is, shall be, or become interested, directly, or indirectly, surety or otherwise in this Bid Response; in the performance of the Contract; in the supplies, materials, equipment, and Work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this Bid shall remain open for 60 days following the opening of Bids per General Terms and Conditions (PART A) paragraph 4 *Time for Consideration*.

Respectfully submitted by,

_____
Company Name

_____
Company Officer Name (printed) Date

_____
Company Officer Signature Title

BID CHECKLIST

Company Name: _____

Please review all items before sealing your bid package. This checklist will help to ensure your submission is responsive. Include this checklist as a cover page with your Bid Package:

- One (1) Original and One (1) completed copy of the entire Bid Package.
- SIGNATURES required PARTS A and D.
- Any Addenda or Amendments (Signatures required).
- Completed PART D
- APPENDIX I – Completed *Supplier Packet* to include completed Supplier Application, W9, Direct Deposit/Automated Clearing House (ACH) and Business Tax Receipt or other government issued business license.
- APPENDIX II - Statement of no Bid (if applicable)
- APPENDIX III – Insurance Checklist
- APPENDIX IV – Pricing Sheet

Your attention is directed to the items listed below which directly relate to the above checklist.

BID CONTACT INFORMATION: 41
BID SUBMISSION 7
LETTER OF INTENT 3
PART D - BID RESPONSE 40
PRICING 41
SIGNATURE OF ACKNOWLEDGMENT 15
SIGNATURE OF AFFIRMATION AND DECLARATION 42
SUPPLIER ORDER INSTRUCTIONS: 41

**Suppliers are responsible for providing all required information, documents, and signatures. **

PACKAGING LABEL

Below is the LABEL which is required on the OUTSIDE of your Sealed Submittal Package.
Use this label which clearly marks the Solicitation Number and Title and return to the specified address no later than the proposal due date and time.

URGENT

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
SHERIFF'S OPERATIONS CENTER
ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION
2008 EAST 8TH AVE
TAMPA FL 33605

ITB PACKAGE SUBMITTAL

From: _____

BID # 2024-005

Assorted Vehicle Procurement

OPENING DATE/TIME:
September 11, 2024 @ 3:00 PM EDT

URGENT

LISTING OF ATTACHMENTS

1.	APPENDIX I	PDF	Supplier Application Packet
2.	APPENDIX II	PDF	Statement of No Participation
3.	APPENDIX III	PDF	Insurance Checklist
4.	APPENDIX IV	PDF	Pricing Sheet
5.	EXHIBIT A	PDF	Draft Contract Award Agreement
6.	EXHIBIT B	PDF	Automated Payments through ACH

04/29/2026
04:19 PM

Purchase Requisition

Purchase Requisition No 26-0349

Requested Date 04/06/2026
Required Date
Ordered By

Department 5222
POL NON-SWORN

Preferred Vendor Unknown
VILLAGE TOYOTA

Address 2431 S. SUNCOAST BLVD.

Req. Description 2 UNMARKED POLICE VEHICLES (2025 RAV4)

Quantity	Units	Description		Unit Price	Amount
1	EACH	2025 TOYOTA RAV4 VIN #350679 300-5222-5641.000	30,059.50	30,059.50	30,059.50
1	EACH	2025 TOYOTA RAV4 VIN #139533 300-5222-5641.000	30,304.50	30,304.50	30,304.50
				Total:	60,364.00

Approved By _____ **Date** 4/30/26

Approved By _____ **Date** 5/4/26

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, May 26, 2026

From: Leigh Ann Henderson, City Manager
Prepared by: Leigh Ann Henderson, City Manager

(a) Subject: **Ordinance No. 2026-009:** *(Community Development Services) (Second Reading)* AN ORDINANCE OF THE CITY OF WILTON MANORS, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF WILTON MANORS AMENDING ARTICLE IIIA "LEGISLATIVE" BY CREATING SECTION 3-1 "NEPOTISM PROHIBITION"; PROHIBITING THE MAYOR AND COMMISSIONERS FROM QUALIFYING FOR OFFICE IF THEY ARE MARRIED, ENGAGED, RESIDE OR INTEND TO FORM A HOUSEHOLD WITH ANOTHER COMMISSIONER; PROVIDING FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE CODE OF ORDINANCES AND THE CHARTER OF THE CITY OF WILTON MANORS, FLORIDA, AS WELL AS THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF WILTON MANORS, FLORIDA, AT THE NEXT GENERAL ELECTION OF NOVEMBER 3, 2026, AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE PLACE AND TIMES WHERE SAID ELECTION IS TO BE HELD; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

(b) City Manager Recommendation:

(c) Report In Brief: Ordinance 2026-009 submits to referendum an amendment to the City's Charter a nepotism prohibition, prohibiting the mayor and commissioners from qualifying for office if they are married, engaged, reside, or intend to form a household with another commissioner.

(d) Discussion: At the Regular City Commission meeting held on April 28, 2026, the Commission reached consensus to proceed with preparation of an ordinance setting forth a referendum for a Charter Amendment to create Section 3.1, Nepotism Prohibition. If approved, the referendum will be presented to voters on the November 3, 2026 ballot.

(e) Strategic Plan Consistency:

(f) Concurrences:

(g) Fiscal Impact:

(h) Alternatives:

(i) Attachments:
1. 2026-009 ORD Amending IIIA - Creating Sec. 3-1
2. Fiscal Impact Analysis Charter Amendment Neopotism Prohibition 5.26.2026 CC

ORDINANCE NO. 2026-009

AN ORDINANCE OF THE CITY OF WILTON MANORS, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF WILTON MANORS AMENDING ARTICLE IIIA "LEGISLATIVE" BY CREATING SECTION 3-1 "NEPOTISM PROHIBITION"; PROHIBITING THE MAYOR AND COMMISSIONERS FROM QUALIFYING FOR OFFICE IF THEY ARE MARRIED, ENGAGED, RESIDE OR INTEND TO FORM A HOUSEHOLD WITH ANOTHER COMMISSIONER; PROVIDING FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE CODE OF ORDINANCES AND THE CHARTER OF THE CITY OF WILTON MANORS, FLORIDA, AS WELL AS THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF WILTON MANORS, FLORIDA, AT THE NEXT GENERAL ELECTION OF NOVEMBER 3, 2026, AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE PLACE AND TIMES WHERE SAID ELECTION IS TO BE HELD; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Wilton Manors, Florida; and

WHEREAS, Chapter 166, Florida Statues, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission of the City of Wilton Manors, Florida, in an ordinance format; and

WHEREAS, the City Commission finds that it serves a compelling governmental interest to minimize the risk of any potential conflicts of interest and to require candidates for Mayor and City Commission to be bound by rules similar to those rules applicable advisory board members, as recommended by the Charter Review Advisory Board; and

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

WHEREAS, the proposed amendment to the City's Charter shall be put before the registered electors of the City in a duly called referendum at the general election on November 3, 2026, to amend Article IIIA of the City's Charter by specifically creating Section 3-1 to prohibit the Mayor and Commissioners from qualifying for in office if they are married, engaged, reside or intend to form a household with another Commissioner.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Article IIIA of the Charter of the City of Wilton Manors, "Legislative," shall be amended by the creation of Section 3-1 "Nepotism Prohibition" as follows:

Sec. 3-1. Nepotism Prohibition.

(a) Mayoral and commission candidates, including but not limited to incumbents, shall not qualify for office if they:

(i) are married to, or engaged to be married to another member of the commission, including the mayor; or

(ii) hold themselves out as, or are generally known as, the person whom the commissioner or mayor intends to marry; or

(iii) have the same legal residence as another member of the commission, including the mayor, or with whom they intend to form a household.

(b) The City Commission may provide for the qualification requirements to enforce this section 3-1 by ordinance.

Section 3: The Ballot Title shall be as follows:

NEPOTISM PROHIBITION FOR QUALIFICATION FOR CANDIDACY FOR COMMISSIONERS AND MAYOR

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Section 4: At the General Election of November 3, 2026, the following question shall be placed on the ballot for consideration by the qualified electors of the City of Wilton Manors, Florida, and shall read as follows:

> Shall Article IIIA of the City Charter be amended to create Sec. 3-1 "Nepotism Prohibition"? Sec. 3-1 prohibits an individual, including, but not limited to, incumbents, from qualifying for the office of Mayor and Commissioner, if they are married, engaged, reside or intend to form a household with another Commissioner.
>
> YES ( ) NO ( )

Section 5: Advertisement. The City Clerk of the City of Wilton Manors is hereby authorized and directed to advertise the referendum election contemplated herein all in accordance with the Code of Ordinances of the City of Wilton Manors, Florida, as well as the State of Florida Election Code.

Section 6: Referendum Election. Pursuant to Section 166.031(1), Florida Statutes, the City Commission of the City of Wilton Manors hereby calls a special election to be conducted with the State of Florida General Election on November 3, 2026, for the purpose of placing the referendum to a vote of the electors of the City of Wilton Manors. The Broward County Supervisor of Elections is hereby appointed as the election officer of the election to be held on November 3, 2026 in accordance with Florida Law to shall conduct the referendum. The City of Wilton Manors shall reimburse the Broward County Supervisor of Elections for the cost of the referendum consistent with Florida Law.

Section 7: Place of Election. The election shall be conducted within the geographical limits of the City, at polling locations determined in conjunction with the Broward County Supervisor of Elections.

Section 8: Codification. It is the intention of the City Commission of the City of Wilton Manors, that upon approval by the electorate of the City at the November 3, 2026

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election, the provisions of Section 3 of this Ordinance shall become and be made a part of the Charter of the City of Wilton Manors, Florida, and that the Section of this Ordinance may be renumbered, relettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention. In the event the Charter change proposed by this Ordinance is approved, the City Clerk or designee shall cause the amendment to be incorporated into the Charter and the revised Charter shall be filed with the Department of State.

Section 9: Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 10: Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 11. Effective Date. That this Ordinance shall take effect immediately upon adoption. The amended Charter as set forth in Section 3 above shall be effective upon approval by a majority of the electorate of the City at the November 3, 2026 election. In the event the Charter change proposed by this Ordinance is not approved, the existing Charter shall remain in full force and effect.

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CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

PASSED ON FIRST READING BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS _____ DAY OF MAY, 2026.

PASSED AND ADOPTED ON SECOND AND FINAL READING BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA THIS ____ DAY OF _____, 2026.

CITY OF WILTON MANORS, FLORIDA

By:_____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH BECKFORD, MMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR NEWTON	_____
VICE MAYOR CAPUTO	_____
COMMISSIONER BRACCHI	_____
COMMISSIONER D'ARMINIO	_____
COMMISSIONER ROLLI	_____

I HEREBY CERTIFY that I have approved the form of this Ordinance.

/s/ *Kerry L. Ezrol*
KERRY L. EZROL, ESQ.
CITY ATTORNEY

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR NEWTON	_____
VICE MAYOR CAPUTO	_____
COMMISSIONER BRACCHI	_____
COMMISSIONER D'ARMINIO	_____
COMMISSIONER ROLLI	_____

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City of Wilton Manors

Business Impact Estimate

Note: The business impact estimate must be posted on the City's website no later than the date the notice of proposed enactment is published per Section 166.041(4) Florida Statutes. This business impact estimate may be revised following its initial posting.

Ordinance title/reference:

Ordinance No. 2026-009 submits to referendum an amendment to the City's Charter a nepotism prohibition, prohibiting the mayor and commissioners from qualifying for office if they are married, engaged, reside, or intend to form a household with another commissioner.

Does any of the following exceptions to the Business Impact Estimate requirement apply? If so, check the applicable box and leave the remainder of the form blank.

- ☐ The ordinance is required for compliance with federal or state law or regulation;
- ☐ The ordinance relates to the issuance or refinancing of debt;
- ☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the County;
- ☐ The ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The ordinance is enacted to implement the following:
  a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
  b. Sections 190.005 and 190.046, regarding community development districts;
  c. Section 553.73, relating to the Florida Building Code; or
  d. Section 633.202, relating to the Florida Fire Prevention Code.

Business Impact:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

   Ordinance No. 2026-009 submits to referendum an amendment to the City's Charter a nepotism prohibition, prohibiting the mayor and commissioners from qualifying for office if they are married, engaged, reside, or intend to form a household with another commissioner.

2. Estimate of direct economic impact of the proposed ordinance on private, for- profit businesses in the City of Wilton Manors (each is required):

   None, the Ordinance submits to referendum an amendment to the City's Charter a nepotism prohibition, prohibiting the mayor and commissioners from qualifying for office if they are married, engaged, reside, or intend to form a household with another commissioner.

   2.1 An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted

   None, the Ordinance submits to referendum an amendment to the City's Charter a nepotism prohibition, prohibiting the mayor and commissioners from qualifying for office if they are married, engaged, reside, or intend to form a household with another commissioner.

   2.2 Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible

   None, the Ordinance submits to referendum an amendment to the City's Charter a nepotism prohibition, prohibiting the mayor and commissioners from qualifying for office if they are married, engaged, reside, or intend to form a household with another commissioner.

   2.3 An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

   None, the Ordinance submits to referendum an amendment to the City's Charter a nepotism prohibition, prohibiting the mayor and commissioners from qualifying for office if they are married, engaged, reside, or intend to form a household with another commissioner.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

   None, the Ordinance submits to referendum an amendment to the City's Charter a nepotism prohibition, prohibiting the mayor and commissioners from qualifying for office if they are married, engaged, reside, or intend to form a household with another commissioner.

4. Additional information (if any):

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, May 26, 2026

From: Leigh Ann Henderson, City Manager
Prepared by: Leigh Ann Henderson, City Manager

(a) Subject: **Ordinance No. 2026-010:** *(Community Development Services) (Second Reading)* AN ORDINANCE OF THE CITY OF WILTON MANORS, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF WILTON MANORS AMENDING ARTICLE IIIA "LEGISLATIVE" BY SPECIFICALLY AMENDING SECTION 5 "VACANCIES; FORFEITURE OF OFFICE; FILLING OF VACANCIES"; PROVIDING FOR THE CITY MANAGER TO FILL THREE VACANCIES IF ALL COMMISSIONERS, INCLUDING THE MAYOR, ARE REMOVED BY DEATH, DISABILITY, RESIGNATION, FORFEITURE OF OFFICE, OR ANY OTHER REASON; PROVIDING FOR THE NEWLY APPOINTED INTERIM COMMISSION TO CALL FOR A SPECIAL ELECTION IF THERE IS MORE THAN 180 CALENDAR DAYS REMAINING IN ANY UNEXPIRED TERMS; PROVIDING FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE CODE OF ORDINANCES AND THE CHARTER OF THE CITY OF WILTON MANORS, FLORIDA, AS WELL AS THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF WILTON MANORS, FLORIDA, AT THE NEXT GENERAL ELECTION OF NOVEMBER 3, 2026, AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE PLACE AND TIMES WHERE SAID ELECTION IS TO BE HELD; PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

(b) City Manager Recommendation:

(c) Report In Brief: Ordinance 2026-010 submits to referendum an amendment to the City's Charter, providing for, in the event all five commission seats are vacant, the City Manager to fill the vacancies of the mayor and two commissioners. The newly-appointed interim commission will select the other two commissioners and have the authority to call for a special election. Priority will be given to existing members of boards and prior elected officials.

(d) Discussion: At the Regular City Commission meeting held on April 28, 2026, the Commission reached consensus to proceed with preparation of a proposed ordinance by the City Attorney establishing a Charter Amendment to Section 5 (c) Extraordinary Vacancies for the next Regular City Commission meeting for consideration. The first public hearing occurred on May 12, 2026.

(e) Strategic Plan Consistency:

(f) Concurrences:

(g) Fiscal Impact:

(h) Alternatives:

(i) Attachments:
1. 2026-010 ORD Amending IIIA - Extraordinary Vacancies (2)
2. Fiscal Impact Analysis Charter Amendment Vacancies 5.26.2026 CC

ORDINANCE NO. 2026-010

AN ORDINANCE OF THE CITY OF WILTON MANORS, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE CITY OF WILTON MANORS AMENDING ARTICLE IIIA "LEGISLATIVE" BY SPECIFICALLY AMENDING SECTION 5 "VACANCIES; FORFEITURE OF OFFICE; FILLING OF VACANCIES"; PROVIDING FOR THE CITY MANAGER TO FILL THREE VACANCIES IF ALL COMMISSIONERS, INCLUDING THE MAYOR, ARE REMOVED BY DEATH, DISABILITY, RESIGNATION, FORFEITURE OF OFFICE, OR ANY OTHER REASON; PROVIDING FOR THE NEWLY APPOINTED INTERIM COMMISSION TO CALL FOR A SPECIAL ELECTION IF THERE IS MORE THAN 180 CALENDAR DAYS REMAINING IN ANY UNEXPIRED TERMS; PROVIDING FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE CODE OF ORDINANCES AND THE CHARTER OF THE CITY OF WILTON MANORS, FLORIDA, AS WELL AS THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF WILTON MANORS, FLORIDA, AT THE NEXT GENERAL ELECTION OF NOVEMBER 3, 2026, AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE PLACE AND TIMES WHERE SAID ELECTION IS TO BE HELD; PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Wilton Manors, Florida; and

WHEREAS, Chapter 166, Florida Statues, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission of the City of Wilton Manors, Florida, in an ordinance format; and

WHEREAS, the proposed amendment to the City's Charter shall be put before the registered electors of the City in a duly called referendum at the general election on November 3,

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2026, to amend Article IIIA of the City's Charter by specifically amending Section 5 to provide for the City Manager to fill vacancies if all commissioners and the mayor are removed by death, disability, resignation or forfeiture of office and call for a Special Election if there is more than 180 calendar days remaining in any unexpired terms.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Article IIIA of the Charter of the City of Wilton Manors, "Legislative," shall be amended by the specific amendment of Section 5 "Vacancies; forfeiture of office; filling of vacancies" as follows:

Sec. 5. Vacancies; forfeiture of office; filling of vacancies.

(a) *Vacancies.* The office of mayor or city commission shall become vacant upon their death, resignation, removal from office in any manner authorized by law.

(b) *Filling of vacancies.* A vacancy in the office of the mayor or on the city commission shall be filled as follows:

(1) *Vacancy in office of mayor.*

(~~1~~i) When a vacancy occurs in the office of mayor, the vice-mayor selected at the organizational meeting pursuant to section 2-27 of the City Code, as may be amended or selected otherwise, shall automatically succeed to the office of mayor and shall serve for the remainder of the mayor's unexpired term until a new mayor is seated. Thereafter, the vice-mayor shall return to the vice-mayor's former seat as a commissioner and complete the remainder of the commission term, if any part thereof remains unexpired.

(~~2~~ii) The succession of the office of mayor by the vice-mayor shall create a vacancy in the commission. The vacancy on the commission shall be filled in the manner set forth in this Charter.

(~~3~~iii) If the vice-mayor is unable or unwilling to succeed to the office of mayor, the commission shall then select a mayor from the remaining commissioners. If the commission is unable to select a mayor by the end of the fourth regular meeting after the vacancy, then the mayor shall be elected at a special election to be held for the election of the mayor as soon as reasonably practicable after conferring with the Broward County Supervisor of Elections and on a date when another municipal, primary, or general election is scheduled.

(~~4~~iv) If a vacancy occurs in the office of vice-mayor, the commission shall then select a new vice-mayor from among its members.

(2) *Vacancy in office of commissioner.* In the event of a vacancy other than in the office of the mayor:

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(~~1~~i) If there is more than one hundred eighty (180) calendar days remaining in the unexpired term, the city commission shall call a special election to fill the vacancy of the unexpired term of office of the commissioner as soon as reasonably practicable after conferring with the Broward County Supervisor of Elections and on a date when another municipal, primary, or general election is scheduled. The remaining commissioners, including the mayor, shall appoint, by a majority vote, a qualified person to fill the vacancy pending the outcome of the special election. If a majority of the remaining commissioners, including the mayor, are unable to agree on the appointment by the end of the fourth regular meeting after the vacancy, then the commissioner shall be elected at a special election to fill the vacancy. The special election shall be held as soon as reasonably practicable after conferring with the Broward County Supervisor of Elections and on a date when another municipal, primary, or general election is scheduled.

(~~2~~ii) If there is less than one hundred eighty (180) calendar days remaining in the unexpired term, the remaining commissioners, including the mayor, shall appoint, by a majority vote, a qualified person to fill the vacancy for the remainder of the unexpired term.

Notwithstanding any quorum requirements established herein, if at any time the membership of the mayor/city commission is reduced to less than a quorum, the remaining members may, by majority vote, appoint additional members under either (1) or (2) above.

(c) *Extraordinary vacancies.* In the event that all members of the city commission, including the mayor, are removed by death, disability, resignation, ~~or~~ forfeiture of office, or any other reason, the ~~governor~~ City Manager shall, within sixty (60) days, appoint three commission members to fill the vacancy in the office of mayor and the two commission members having the longest remaining terms to serve as an interim city commission ~~that shall call a special election as provided in paragraph (c) above and such election shall be done in such manner as to fill the unexpired terms until the next regular municipal election.~~ The City Manager shall give priority to existing members of City of Wilton Manors' boards, and prior mayors and prior members of the city commission.

The interim city commission shall thereafter select two additional commission members having the shortest remaining terms to serve on the interim city commission. The interim city commission shall give priority to existing members of City of Wilton Manors' boards and prior mayors and prior members of the city commission. The interim city commission shall select a vice mayor from among its membership.

If there is more than one hundred eighty (180) calendar days remaining in any of the unexpired terms, the interim city commission shall call a special election to fill the vacancy of those unexpired terms of office of the removed commissioners, including the mayor, as soon as reasonably practicable after conferring with the Broward County Supervisor of Elections and on a date when another municipal, primary, or general election is scheduled. If there is less than one hundred eighty (180) calendar days remaining in any of the unexpired terms, the interim members of the commission, including the mayor, shall serve for the remainder of those unexpired terms.

Section 3: The Ballot Title shall be as follows:

FILLING EXTRAORDINARY VACANCIES OF ALL COMMISSIONERS AND THE MAYOR

Section 4: At the General Election of November 3, 2026, the following question shall be placed on the ballot for consideration by the qualified electors of the City of Wilton Manors, Florida, and shall read as follows:

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The Charter currently authorizes the Governor to fill vacancies if all commissioners, including the mayor, are removed from office. Shall the Charter be amended to provide for the City Manager, in lieu of the Governor, to appoint a mayor and two commissioners, for those appointees to appoint two additional members of the commission, and for the interim commission to call a Special Election if there is more than 180 calendar days remaining in the unexpired term(s)?

YES ( ) NO ( )

Section 5: Advertisement. The City Clerk of the City of Wilton Manors is hereby authorized and directed to advertise the referendum election contemplated herein all in accordance with the Code of Ordinances of the City of Wilton Manors, Florida, as well as the State of Florida Election Code.

Section 6: Referendum Election. Pursuant to Section 166.031(1), Florida Statutes, the City Commission of the City of Wilton Manors hereby calls a special election to be conducted with the State of Florida General Election on November 3, 2026, for the purpose of placing the referendum to a vote of the electors of the City of Wilton Manors. The Broward County Supervisor of Elections is hereby appointed as the election officer of the election to be held on November 3, 2026 in accordance with Florida Law to shall conduct the referendum. The City of Wilton Manors shall reimburse the Broward County Supervisor of Elections for the cost of the referendum consistent with Florida Law.

Section 7: Place of Election. The election shall be conducted within the geographical limits of the City, at polling locations determined in conjunction with the Broward County Supervisor of Elections.

Section 8: Codification. It is the intention of the City Commission of the City of Wilton Manors, that upon approval by the electorate of the City at the November 3, 2026 election, the provisions of Section 5 of this Ordinance shall become and be made a part of the Charter of the City of Wilton Manors, Florida, and that the Section of this Ordinance may be

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renumbered, relettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention. In the event the Charter change proposed by this Ordinance is approved, the City Clerk or designee shall cause the amendment to be incorporated into the Charter and the revised Charter shall be filed with the Department of State.

Section 9: Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 10: Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 11. Effective Date. That this Ordinance shall take effect immediately upon adoption. The amended Charter as set forth in Section 5 above shall be effective upon approval by a majority of the electorate of the City at the November 3, 2026 election. In the event the Charter change proposed by this Ordinance is not approved, the existing Charter shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

CODING: Words in ~~strike through~~ type are deletions from existing law;
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PASSED ON FIRST READING BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS _____ DAY OF MAY, 2026.

PASSED AND ADOPTED ON SECOND AND FINAL READING BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA THIS ____ DAY OF _____, 2026.

CITY OF WILTON MANORS, FLORIDA

By:_____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH BECKFORD, MMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR NEWTON	_____
VICE MAYOR CAPUTO	_____
COMMISSIONER BRACCHI	_____
COMMISSIONER D'ARMINIO	_____
COMMISSIONER ROLLI	_____

I HEREBY CERTIFY that I have approved the form of this Ordinance.

/s/ *Kerry L. Ezrol*
KERRY L. EZROL, ESQ.
CITY ATTORNEY

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR NEWTON	_____
VICE MAYOR CAPUTO	_____
COMMISSIONER BRACCHI	_____
COMMISSIONER D'ARMINIO	_____
COMMISSIONER ROLLI	_____

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City of Wilton Manors

Business Impact Estimate

Note: The business impact estimate must be posted on the City's website no later than the date the notice of proposed enactment is published per Section 166.041(4) Florida Statutes. This business impact estimate may be revised following its initial posting.

Ordinance title/reference:

Ordinance No. 2026-010 submits to referendum an amendment to the City's Charter, providing for, in the event all five commission seats are vacant, the City Manager to fill the vacancies of the mayor and two commissioners. The newly-appointed interim commission will select the other two commissioners and have the authority to call for special election.

Does any of the following exceptions to the Business Impact Estimate requirement apply? If so, check the applicable box and leave the remainder of the form blank.

- ☐ The ordinance is required for compliance with federal or state law or regulation;
- ☐ The ordinance relates to the issuance or refinancing of debt;
- ☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the County;
- ☐ The ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The ordinance is enacted to implement the following:
  a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
  b. Sections 190.005 and 190.046, regarding community development districts;
  c. Section 553.73, relating to the Florida Building Code; or
  d. Section 633.202, relating to the Florida Fire Prevention Code.

Business Impact:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

   Ordinance No. 2026-010 submits to referendum an amendment to the City's Charter, providing for, in the event all five commission seats are vacant, the City Manager to fill the vacancies of the mayor and two commissioners. The newly-appointed interim commission will select the other two commissioners and have the authority to call for special election.

2. Estimate of direct economic impact of the proposed ordinance on private, for- profit businesses in the City of Wilton Manors (each is required):

   None, the Ordinance submits to referendum an amendment to the City's Charter providing for a process if all five commission seats are vacant.

   2.1 An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted

   None, the Ordinance submits to referendum an amendment to the City's Charter providing for a process if all five commission seats are vacant.

   2.2 Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible

   None, the Ordinance submits to referendum an amendment to the City's Charter providing for a process if all five commission seats are vacant.

   2.3 An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

   None, the Ordinance submits to referendum an amendment to the City's Charter providing for a process if all five commission seats are vacant.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

   None, the Ordinance submits to referendum an amendment to the City's Charter providing for a process if all five commission seats are vacant.

4. Additional information (if any):

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, May 26, 2026

From: Roberta Moore, Community Development Services Director
Prepared by: Evangeline Kalus, City Planner

(a) Subject: **Ordinance No. 2026-011:** *(Community Development Services) (First Reading)*
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AMENDING THE CITY OF WILTON MANORS COMPREHENSIVE PLAN, ADOPTING THE EVALUATION AND APPRAISAL REVIEW ("EAR") BASED AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN, ADDING A PROPERTY RIGHTS ELEMENT, AND UPDATING THE 20 YEAR WATER SUPPLY FACILITIES PLAN, A COPY OF WHICH IS ATTACHED AS EXHIBIT "A"; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

(b) City Manager Recommendation: Approval of Ordinance No. 2026-011 on First Reading amending the City of Wilton Manors Comprehensive Plan relating to the Evaluation and Appraisal Review; addition of a Property Rights Element; and updates to the Water Supply Plan.

(c) Report In Brief: Amendments to the City of Wilton Manors Comprehensive Plan are proposed to include amendments related to the Evaluation and Appraisal Review as required by Florida Statute 163.3191; addition of a Property Rights Element as required by Florida Statute 163.3177(6)(i); and updates to the Water Supply Plan as required by Florida Statutes 163.3177(6)(c)3 and 373.709.

(d) Discussion:

Amendments are proposed to the City of Wilton Manors Comprehensive Plan related to the Evaluation and Appraisal Review ("EAR") that is required by Florida Statute 163.3191. The purpose of the EAR is to evaluate the City's Comprehensive Plan to determine if any plan amendments are necessary to reflect the minimum planning period of at least 10 years, to reflect changes in state requirements, and any updates to the plan based on changes to local conditions. These changes include, but are not limited to updates to dates, housing demographics, population projections, agency and department names, updates to be consistent with Broward County's Comprehensive Plan, state mandated addition of a Property Rights Element in accordance with Florida Statute 163.3177(6)(i), and state mandated updates to reflect City of Wilton Manor's 20-Year Water Supply Facilities Plan as required by Florida

Statutes 163.3177(6)(c)3 and 373.709. These proposed amendments to the City's Comprehensive Plan will not have any impact on the City's level of service standards. The table attached includes a summary of the proposed changes to the City's Comprehensive Plan. Approval of the proposed amendments to the City's Comprehensive Plan is subject to final review and approval of the City Attorney.

After First Reading by the City Commission, the proposed amendments to the City's Comprehensive Plan will be transmitted to the Florida Department of Commerce for review and distributed to other applicable state agencies, Broward County, the South Florida Regional Planning Council, the Broward County School Board, and adjacent cities.

(e) Strategic Plan Consistency: Strategic Plan 2021-2026: Goal B – Promote Economic Development and Goal C – Enhance Quality of Life and Livability.

(f) Concurrences: The amendments to the City of Wilton Manors Comprehensive Plan proposed to include amendments related to the Evaluation and Appraisal Review as required by Florida Statute 163.3191; addition of a Property Rights Element as required by Florida Statute 163.3177(6)(i); and updates to the Water Supply Plan as required by Florida Statutes 163.3177(6)(c)3 and 373.709 were by the Planning and Zoning Board at the April 12, 2026, Planning and Zoning Board Meeting. A motion was made by Vice Chair Izquierdo and seconded by Board Member McCoy to recommend approval. Motion passed 7-0.

(g) Fiscal Impact:

(h) Alternatives:

(i) Attachments:

1. 2026-011 ORD - Amendments to Comprehensive Plan
2. Proposed Comp Plan Amendment Memo 4.15.26 1st Reading CC
3. Comp Plan Complete Copy April 2026 Reduced REVISED
4. Wilton Manors Proposed Water Supply Facilities Plan 2025 with FTL Appendix B
5. Presentation for EAR 5.26.26 CC 1st reading REVISED
6. 041326 WM PZ FINAL
7. Fiscal Impact Analysis Proposed Amendments to Comp Plan 1st reading CC 5.26.26

ORDINANCE NO. 2026-011

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AMENDING THE CITY OF WILTON MANORS COMPREHENSIVE PLAN, ADOPTING THE EVALUATION AND APPRAISAL REVIEW ("EAR") BASED AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN, ADDING A PROPERTY RIGHTS ELEMENT, AND UPDATING THE 20 YEAR WATER SUPPLY FACILITIES PLAN, A COPY OF WHICH IS ATTACHED AS EXHIBIT "A"; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, section 163.3167(2), Florida Statutes, requires each local government to prepare a Comprehensive Plan and Plan Amendments in compliance with the Local Government Comprehensive Planning and Land Development Act ("Act"), as amended; and

WHEREAS, Wilton Manors adopted the Wilton Manors Comprehensive Plan on February 9, 2021 (the "Plan"); and

WHEREAS, the Department of Commerce has found the Plan in compliance with the Act; and

WHEREAS, section 163.3191, Florida Statutes, directs local governments to periodically assess its Comprehensive Plan to determine if plan amendments are necessary to reflect changes in state requirements since the last update of the Comprehensive Plan; and

WHEREAS, section 163.3191, Florida Statutes, directs local governments to adopt needed amendments to ensure that the plan reflects changes in state requirements and encourages local governments to comprehensively evaluate, and as necessary, update the plan to reflect changes in local conditions; and

WHEREAS, City Staff recommends approval of the EAR-based amendments to the Plan; and

WHEREAS, City Staff recommends amending the Plan to include a Property Rights element required by section 163.3177(6)(i), Florida Statutes; and

WHEREAS, City Staff recommends amending the Plan to update the City's 20 Year Water Supply Facilities Plan as required by sections 163.3177(6)(c)3 and 373.709, Florida Statutes; and

WHEREAS, at a public hearing held on April 14, 2026, the Planning and Zoning Board of the City Wilton Manors, sitting as the Local Planning Agency, recommended approval of the amendments to the Plan; and

WHEREAS, at a public hearing on May 26, 2026, the City Commission, upon first reading of this Ordinance, authorized transmittal of the Amendments to the Florida Department of Economic Opportunity and review agencies for the purpose of a review in accordance with sections 163.3184, and 163.3191, Florida Statutes; and having complied with the notice requirements specified in section 163.3184(11), Florida Statutes; and

WHEREAS, at a public hearing held on _____, the City Commission, upon second and final reading of this Ordinance, recommended approval of the Amendments to the Plan after considering the comments and objections received in the State Coordinated Review in accordance with sections 163.3184 and 163.3191, Florida Statutes and Rule 9J-11, Florida Administrative Code [also complying with the notice requirements specified in section 163.3184(11), Florida Statutes] at which public comment was accepted and comments of the Department of Commerce, South Florida Regional Planning Council, South Florida Water Management District, Department of Environmental

Protection, Department of State, Department of Transportation, Fish and Wildlife Conservation Commission, Department of Agriculture and Consumer Services, and Department of Education, as applicable, were considered; and

WHEREAS, the City Commission, after due consideration of all matters, hereby finds that the following amendments to the Plan are consistent with the State Plan, Regional Plan, and the Broward County Comprehensive Plan; complies with the requirements of the Act; and is in the best interests of the health, safety, and welfare of the residents of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2: Pursuant to section 163.3184, Florida Statutes, the City Commission of the City of Wilton Manors, Florida hereby approves the amendments to the Plan, a copy of which is attached hereto as **Exhibit "A"**.

Section 3: The City Commission of the City of Wilton Manors, Florida, hereby authorizes the appropriate City officials to submit the appropriate number of copies of this Ordinance and the Amendments to the Plan, to the State of Florida Department of Economic Opportunity, the South Florida Regional Planning Council, the Broward County Planning Council, and to any other governmental agency having jurisdiction with regard to the approval of same in accordance with and pursuant to Chapter 163, Florida Statutes, and to keep available copies of the Amendments to the Plan for public review and examination at the City Hall of the City of Wilton Manors, Florida.

Section 4. Conflict. If any clause, section or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications of this Ordinance remaining in full force and effect.

Section 5. Severability. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 6. Effective Date.

a) The effective date of the plan amendment set forth in this Ordinance shall be the later of:

(1) Thirty-one (31) days after the Department of Commerce notifies the City that the plan amendment package is complete; or

(2) If the plan amendment is timely challenged, the date a final order is issued by the Administration Commission or the Department of Commerce finding the amendment to be in compliance.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED ON FIRST READING BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS _____ DAY OF MAY, 2026.

PASSED AND ADOPTED ON SECOND AND FINAL READING BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA THIS ____ DAY OF _____, 2026.

CITY OF WILTON MANORS, FLORIDA

By:_____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH BECKFORD, MMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR NEWTON	_____
VICE MAYOR CAPUTO	_____
COMMISSIONER BRACCHI	_____
COMMISSIONER D'ARMINIO	_____
COMMISSIONER ROLLI	_____

I HEREBY CERTIFY that I have approved the form of this Ordinance.

/s/ *Kerry L. Ezrol*
KERRY L. EZROL, ESQ.
CITY ATTORNEY

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR NEWTON	_____
VICE MAYOR CAPUTO	_____
COMMISSIONER BRACCHI	_____
COMMISSIONER D'ARMINIO	_____
COMMISSIONER ROLLI	_____

WILTON MANORS, *Island City*
2020 WILTON DRIVE, WILTON MANORS, FLORIDA 33305

COMMUNITY DEVELOPMENT SERVICES
(954) 390-2180 FAX: (954) 567-6069

Life's Just Better Here

TO: Planning and Zoning Board April 13, 2026 / City Commission May 26, 2026

THRU: Roberta Moore, Community Development Services Director

THRU: Christian Cervantes, Community Development Services Assistant Director

FROM: Evangeline G. Kalus, City Planner

DATE: April 9, 2026 / April 15, 2026

RE: Amendments to the City of Wilton Manors (City) Comprehensive Plan: amendments related to Evaluation and Appraisal Review as required by Florida Statute 163.3191; addition of Property Rights Element as required by Florida Statute 163.3177(6)(i); and update to Water Supply Facilities Plan as required by Florida Statutes 163.3177(6)(c)3 and 373.709.

Amendments are proposed to the City of Wilton Manors Comprehensive Plan related to the Evaluation and Appraisal Review that is required by Florida Statute 163.3191. The purpose of the Evaluation and Appraisal Review is to evaluate the City's Comprehensive Plan to determine if any plan amendments are necessary to reflect the minimum planning period of at least ten (10) years, to reflect changes in state requirements, and any updates to the plan based on changes to local conditions. These changes include, but are not limited to updates to dates, housing demographics, population projections, agency and department names, updates to be consistent with Broward County's Comprehensive Plan, state mandated addition of a Property Rights Element, and state mandated updates to reflect City of Wilton Manor's 20 Year Water Supply Facilities Plan. These proposed amendments to the City's Comprehensive Plan will not have any impact on the City's level of service standards. The table below includes a summary of the proposed changes to the City's Comprehensive Plan.

On June 28, 2021, the Governor signed into law an amendment to Florida Statute 163.3177 to implement requirements of House Bill 59. This amendment requires local governments to adopt and include a Property Rights Element in their comprehensive plan for any proposed plan amendment initiated after July 1, 2021. Florida Statute 163.3177(6)(i) requires that local governments ensure that judicially acknowledged and constitutionally protected private property rights continue to be respected and considered in local decision-making. The following rights are to be considered in local decision making as mandated under this amendment:

- The right of a property owner to physically possess and control their interests in the property, including easements, leases, or mineral rights.
- The right of a property owner to sue, maintain, development, and improve their property for personal use or for the use of any other person, subject to state law and local ordinances.
- The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

- The right of a property owner to dispose of their property through sale or gift.

These rights have been incorporated into the City of Wilton Manors' proposed Property Rights Element of the Comprehensive Plan. The addition of the Property Rights Element will not have any impact on the level of service standards of the City of Wilton Manors.

Florida Statute 163.3177(6)(c)3 and 373.709 require local governments to prepare and adopt a 20-Year Water Supply Facilities Work Plan into their Comprehensive Plans within eighteen (18) months after the water management district approves or updates a regional water supply plan. The *2023-2024 Lower East Coast Water Supply Plan Update* was approved by the South Florida Water Management District (SFWMD) on September 12, 2024. The deadline for local governments within the Lower East Coast jurisdiction to amend their comprehensive plans and adopt a work plan is March 12, 2026. These updates must cover a 10-year period, be incorporated into comprehensive plans, and align with regional projects designed to meet projected demand through alternative water sources and conservation.

The purpose of the City of Wilton Manors 20-Year Water Supply Facilities Work Plan is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the City. The City adopts the 20-Year Water Supply Facilities Work Plan 2025 Update (City's Work Plan) by reference into the City's Comprehensive Plan. Residents and businesses of the City of Wilton Manors purchase their potable water from the City of Fort Lauderdale. The City has a Bulk Service Agreement with the City of Fort Lauderdale to supply the potable water. Therefore, Fort Lauderdale through the Bulk Service Agreement will supply enough capacity for the existing and future customers of the City. The City owns and maintains the water distribution system within the City and the City's Utility Department coordinates with Fort Lauderdale to ensure that adequate capacity is available. The City's Work Plan will reference data and initiatives from the *City of Fort Lauderdale's Water Supply Facilities Work Plan 2025 Update* since the City is a wholesale customer of the City of Fort Lauderdale. The City was unable to draft their water supply facilities work plan and propose amendments to the City's Comprehensive Plan until Fort Lauderdale adopted their water supply facilities work plan which was adopted on February 17, 2026. The intent of the City's Work Plan is to meet statutory requirements and to coordinate with City of Fort Lauderdale's water supply initiatives along with the 2023-2024 Lower East Coast Water Supply Plan Update.

According to Florida Statutes 163.3177(6)(c)3 and 373.709, the City's Work Plan and any corresponding Comprehensive Plan amendments must address the development of traditional and alternative water supplies, bulk sales agreements, and conservation and reuse programs that are necessary to serve existing and new development of a minimum of a ten (10) year planning period. The City's Work Plan has a planning horizon of twenty (20) years. The changes to the City's Work Plan includes updates to dates, data, graphics, demographics, and maps based on the 2023-2024 Lower East Coast Water Supply Plan Update, the City of Fort Lauderdale's Water Supply Facilities Work Plan 2025, and current census data and projections. A summary of the corresponding amendments to the City's Comprehensive Plan are found in the table below.

No changes were made to the following sections or elements of the City's Comprehensive Plan: Evaluation and Monitoring, and Definitions; the Goals, Objectives, and Policies of the Transportation Element, Housing Element, Infrastructure Element, Coastal Management Element, Conservation Element, Recreation and Open Space Element, and Public School Facilities Element; and Data Inventory and Analysis of the Coastal Management Element, Recreation and Open Space Element, Intergovernmental Coordination Element, and Public School Facilities Element.

All proposed amendments are subject to the final review and approval of the City Attorney.

Update to City of Wilton Manors Comprehensive Plan		
Element	**Change**	**Mandate/Regulation Requiring Edit**
Introduction	Update to reflect eleven (11) elements for addition of Property Rights Element. Deletion of verbiage regarding Capital Improvements Element content.	Property Rights Element required per Florida Statute 163.3177(6)(i); Maintaining up-to-date information to be consistent with the intent of Florida Statutes 163.3177 and 163.3191, which emphasize the use of current data and the periodic evaluation and updating of information to reflect local conditions.
Plan Implementation	"Flexibility units" to replace "reserve units"; Addition of TOC and TOC-W acreage, intensity of land uses, and general location; Hearings shall be advertised with procedures of Property Right Element.	The proposed amendments were previously approved by the City Commission pursuant Ordinance 2021-011; Maintaining up-to-date information to be consistent with Florida Statutes 163.3177 and 163.3191.
Future Land Use DIA	Update to reflect current planning periods	Maintaining up-to-date information to be consistent with Florida Statutes 163.3177 and 163.3191, which emphasize the use of current data and the periodic evaluation and updating of information to reflect local conditions.
Future Land Use GOP	Allow for double the maximum number of dwelling units for Special Residential Facilities Category 3 and hotel rooms; Changes to Policy 9.5: Delete "Broward County Historical Commission" and replace with "Historic Preservation Board".	The proposed amendments were previously approved by the City Commission on August 23, 2022; Wilton Manors Historic Preservation Board established pursuant Ordinance 2021-021.
Transportation DIA	Update website for paratransit service; Update to data for means of transportation to work; Update to data tables and dates	Maintaining up-to-date information to be consistent with Florida Statutes 163.3177 and 163.3191, which emphasize the use of current data and the periodic evaluation and updating of information to reflect local conditions.

Housing DIA	Update to data and dates	Maintaining up-to-date information to be consistent with Florida Statutes 163.3177 and 163.3191, which emphasize the use of current data and the periodic evaluation and updating of information to reflect local conditions.
Infrastructure DIA	Addition of new plant, the Prospect Lake Clean Water Center, scheduled to be in operation by September 2026; Increase in capacity of the Prospect Wellifield and Peele Dixie Wellifield; Adoption date of City of Fort Lauderdale's 10-year Water Supply Facilities Work Plan to 2025; Update to potable water distribution system; Update to potable water demand and LOS standard; Update to data tables and dates; Completed Utilities Master Plan in 2020; Addition of new sewage pump station on NE 26 Drive; The City's wastewater is generated at Pump Station #11.	Proposed changes are made in accordance with the City of Fort Lauderdale Water Supply Facilities Work Plan, adopted February 17, 2026, pursuant to Ordinance No. C-25-43; Maintaining up-to-date information to be consistent with Florida Statutes 163.3177 and 163.3191, which emphasize the use of current data and the periodic evaluation and updating of information to reflect local conditions.
Infrastructure GOP	Update date and approval date of Lower East Coast Regional Water Supply Plan.	Proposed change to be consistent with latest version of Lower East Coast Regional Water Supply Plan. Maintaining up-to-date information to be consistent with Florida Statutes 163.3177 and 163.3191, which emphasize the use of current data and the periodic evaluation and updating of information to reflect local conditions.
Conservation DIA	Update to Federal Emergency Management Agency Flood Zone definitions and zones; Updates to be consistent with LEC Water Supply Plan Updated in 2024 and City of Fort Lauderdale’s twenty (20) year Water Supply Facilities Work Plan.	Changes are made to reflect and ensure consistency with the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps, effective July 31, 2024; Proposed changes are made in accordance with the City of Fort Lauderdale Water Supply Facilities Work Plan, adopted February 17, 2026, pursuant to Ordinance No. C-25-43; Maintaining up-to-date information to be consistent with Florida Statutes 163.3177 and 163.3191, which emphasize the use of current data and the periodic evaluation and updating of information to reflect local conditions.
Intergovernmental Coordination GOP	Policy 10.6, City of Fort Lauderdale Water Supply Facilities Work Plans	Proposed changes are made in accordance with the City of Fort

	updated in 2025 and adopted February 17, 2026; Policy 11.3; Implementation of new treatment facilities to establish LOS.	Lauderdale Water Supply Facilities Work Plan, adopted February 17, 2026, pursuant to Ordinance No. C-25-43; Maintaining up-to-date information to be consistent with Florida Statutes 163.3177 and 163.3191, which emphasize the use of current data and the periodic evaluation and updating of information to reflect local conditions.
Capital Improvement DIA	Update to Purpose of Capital Improvement Element; Development and redevelopment spans over two planning periods: 5-year period ending FY 2030 and long term period ending FY 2045; Update to acreage of park land; The next round of 10-year Water Supply Plans in 2035; Wilton Manors can transmit up to 2.46 MGD; NE 15 Avenue added as sewer connection location; Recommended improvement incorporated into underway capitals improvement projects; Solid waste is collected by Coastal Waste & Recycling which the City contracts with until September 2030.	Proposed changes are made in accordance with the City of Fort Lauderdale Water Supply Facilities Work Plan, adopted February 17, 2026, pursuant to Ordinance No. C-25-43; Maintaining up-to-date information to be consistent with Florida Statutes 163.3177 and 163.3191, which emphasize the use of current data and the periodic evaluation and updating of information to reflect local conditions.
Capital Improvement GOP	Update to dates in Policy 2.3; Update to on-site storage drainage	Proposed changes are made in accordance with the City of Fort Lauderdale Water Supply Facilities Work Plan, adopted February 17, 2026, pursuant to Ordinance No. C-25-43; Maintaining up-to-date information to be consistent with Florida Statutes 163.3177 and 163.3191, which emphasize the use of current data and the periodic evaluation and updating of information to reflect local conditions.
Property Rights	New element added to City's Comprehensive Plan	Required per Florida Statute 163.3177(6)(i)
Maps	Updated dates and data	Maintaining up-to-date information to be consistent with Florida Statutes 163.3177 and 163.3191, which emphasize the use of current data and the periodic evaluation and updating of information to reflect local conditions.

PLANNING AND ZONING BOARD – APRIL 14, 2026

A motion was made by Vice Chair Izquierdo and seconded by Board Member McCoy to recommend approval of the amendments to the City of Wilton Manors Comprehensive Plan proposed to include amendments related to the Evaluation and Appraisal Review as required by Florida Statute 163.3191; addition of Property Rights Element as required by Florida Statute 163.3177(6)(i); and update to the Water Supply Plan as required by Florida Statutes 163.3177(6)(c)3 and 373.709. The motion passed 7-0.



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

April 2026

CITY OF WILTON MANORS COMPREHENSIVE PLAN

INTRODUCTION

The Wilton Manors Comprehensive Plan is prepared in accordance with Chapter 163, Florida Statutes, as amended. Each Element is composed of a goals, objectives and policies (GOPs) section, (to be adopted by the City Commission); and data, inventory, and analysis (DIA) section which includes background data and analysis, inventories of existing conditions, methodologies, projections and other estimates of future conditions. The DIA of each Element is not adopted by the City Commission pursuant to Chapter 163, Florida Statutes.

This Comprehensive Plan is organized into ~~ten~~ eleven (11) plan elements including: Future Land Use, Transportation, Housing, Infrastructure, Coastal Management, Conservation, Recreation and Open Space, Intergovernmental Coordination, Capital Improvements, ~~and~~ Public-School Facilities, and Property Rights. As noted above, each adopted element includes goals, objectives and policies. The Future Land Use Map (FLUM) contained in the Future Land Use Element is the only land use map in this plan that is required to be adopted. ~~The Capital Improvements Element contains goals, objectives and policies, monitoring and evaluation, and a five-year schedule of capital improvements, all of which are required to be adopted.~~

Definitions

Following is a list of definitions for terms used in this report. This list is not considered to be all inclusive.

ACCESSORY USE - means a use naturally and customarily incidental, subservient or subordinate to the principal use.

ACCOMMODATIONS - means any apartment, condominium or cooperative unit, cabin, lodge, hotel or motel room, campground, or other private or commercial structure which is situated on real property and designed for occupancy or use by one or more individuals.

ADAPTATION ACTION AREAS – means a designation in the coastal management element of a local government's comprehensive plan which identifies one or more areas that experience coastal flooding due to extreme high tides and storm surge, and that are vulnerable to the related impacts of rising sea levels for the purpose of prioritizing funding for infrastructure needs and adaptation planning.

ADMINISTRATIVE RULES DOCUMENT - means a publication containing rules, guidelines, procedures, and methodologies reviewed, revised adopted and amended by the Broward County Planning Council and Board of County Commissioners for the purpose of providing assistance and guidance to local governmental entities and providing direction to Council staff in implementing the Broward County Land Use Plan.

AFFECTED PERSONS - includes the affected local government; persons owning property, residing, or owning or operating a business within the boundaries of the local government whose plan is the subject of the review; persons owning property abutting a change to the future land use map; and adjoining local governments that can demonstrate that adoption of the plan as proposed would produce substantial impacts on the increased need for publicly funded infrastructure or substantial impacts on areas designated for protection or special treatment within their jurisdictions. Each person, other than an adjoining local government, in order to qualify under this definition, shall also have submitted oral or written objections during the local government review and adoption proceedings.

AFFORDABLE HOUSING - means housing for which monthly rents or monthly mortgage payments (including taxes and insurance) do not exceed 30 percent of an amount representing the percentage (very low = 50 percent; low = 80 percent; moderate = 120 percent) of the median income limits adjusted for family size for the households.

AIRPORT FACILITY - means any area of land or water improved, maintained or operated by a governmental agency for the landing and takeoff of aircraft, or privately owned paved runways of 4,000 or more feet in length, and any appurtenant area which is used for airport buildings or other airport facilities or rights-of-way.

AMENDMENT - means any change to an adopted comprehensive plan except for corrections, updates and modifications of the capital improvements element concerning costs, revenue services, acceptance of facilities or facility construction dates consistent with the plan as provided in Subsection 163.3177(3)(b), Florida Statutes, and corrections, updates or modifications of current costs in other elements, as provided in Section 163.3187(2) Florida Statutes.

ANNUAL AVERAGE DAILY TRAFFIC (AADT) - means the total volume passing a point or segment of a highway in both directions for one year divided by the number of days in the year *(Level of Service Manual,* Florida DOT, 1995).

ANNEXATION - means the adding of real property to the boundaries of an incorporated municipality, such addition making such real property in every way a part of the municipality.

AREA OR AREA OF JURISDICTION - means the total area qualifying under the provisions of this act, whether this be all of the lands lying within the limits of an incorporated municipality, lands in and adjacent to incorporated municipalities, all unincorporated lands within a county, or areas comprising combinations of the lands in incorporated municipalities and unincorporated areas of counties.

ARTERIAL ROAD - means a roadway providing service which is relatively continuous and of relatively high traffic volume, long trip length, and high operating speed. In addition, every United States numbered highway is an arterial road.

BICYCLE AND PEDESTRIAN WAYS - means any road, path or way which is open to bicycle travel and traffic afoot and from which motor vehicles are excluded.

BICYCLE LANE - means a portion of a roadway which has been designated by striping, signage, and pavement markings for the preferential or exclusive use of bicyclists *(Transportation Expressions,* U.S. DOT, 1996).

BICYCLE PATH - means a bikeway physically separated from motorized vehicular traffic by an open space or barrier and located either within the highway right-of-way or within an independent right-of-way *(Transportation Expressions,* U.S. DOT, 1996).

BICYCLE ROUTE - means a segment of a system of bikeways designated by the jurisdiction having authority with appropriate directional and information markers, with or without a specific bicycle route number (Broward County Bicycle Facilities Network Plan, 1996).

BLOCK - means a group of lots existing within well-defined and fixed boundaries, usually being an area surrounded by streets or other physical barriers and having an assigned number, letter, or other name through which it may be identified.

BLUEWAY - means a waterway, such as a river, wetland, canal and lake, which has been designated for conservation and/or recreation and which may be connected with the greenway system through the hubs, sites, and linkages of the system. The Broward County Greenways Master Plan includes connections to blueways in its county-wide area linkage system (Broward County Planning Services Division).

BROWARD COMPLETE STREETS GUIDELINES – means a document endorsed by the Broward Metropolitan Planning Organization in July, 2012, which is based on the Los Angeles County Design Manual for Living Streets.

BROWARD COUNTY LAND USE PLAN - means the future land use plan element for all of Broward County adopted by the Broward County Commission in conformance with the requirements of the Broward County Charter and the Local Government Comprehensive Planning and Land Development Regulation Act.

BROWARD COUNTY TRAFFICWAYS PLAN - means the plan promulgated by the Broward County Planning Council pursuant to Chapter 59-1154, Laws of Florida, as amended, and the Broward County Charter which depicts a network of trafficways for Broward

BUILDING - means any structure having a roof and used or built for the shelter or enclosure of persons, animals, chattels or property of any kind.

BUILDING PERMIT - means:

1. Any permit for the erection or construction of a new building required by Section 104.1 of the Florida Building Code 2001, as amended.
2. Any permit for an addition to an existing building which would:
    a. create one or more additional dwelling units, or
    b. involve a change in the occupancy of a building as described in Section 3401.2.2 of the Florida Building Code 2001, as amended.
3. Any permit which would be required for the nonresidential operations included in Section 104.1.1 of the Florida Building Code 2001, as amended.

CAPACITY (TRANSPORTATION) - means the maximum hourly rate at which persons or vehicles can be reasonably expected to traverse a point or uniform segment of a lane or roadway during a specified period under prevailing roadway, traffic, and control conditions; usually expressed as vehicles per hour or persons per hour *(Highway Capacity Manual, Special Report 20-9, Transportation Research Board,* 1994).

CAPITAL BUDGET - means the portion of each local government's budget which reflects capital improvements scheduled for a fiscal year.

CAPITAL IMPROVEMENT - means physical assets constructed or purchased to provide, improve or replace a public facility and which are large scale and high in cost. The cost of a capital improvement is generally nonrecurring and may require multi-year financing. For the purpose of this rule, physical assets which have been identified as existing or projected needs in the individual comprehensive plan elements shall be considered capital improvements.

CARPOOL AND VANPOOL - "Carpool" means an arrangement where two or more people share the use and cost of privately owned automobiles in traveling to and from pre-arranged destinations together; "vanpool" means an arrangement by which a group of passengers share the use and cost of a van in traveling to and from pre-arranged destinations together *(Transportation Expressions,* U.S. DOT, 1996).

CERTIFIED LAND USE PLAN - means a local land use plan which has been certified by the Broward County Planning Council as being in substantial conformity with the Broward County Land Use Plan and which has been adopted by a unit of local government in conformance with

the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act.

CLIMATE CHANGE – means a change in global or regional climate patterns, in particular a change apparent from the mid to late 20th century onwards and attributed largely to the increased levels of atmospheric carbon dioxide produced by the use of fossil fuels.

COLLECTOR ROAD - means a roadway providing service which is of relatively moderate traffic volume, moderate trip length, and moderate operating speed. Collector roads collect and distribute traffic between local roads or arterial roads.

COMMERCIAL USES - means activities within land areas which are predominantly connected with sale, rental and distribution of products, or performance of services.

COMMUNITY PARK - means acreage listed in the "Community and Regional Parks" subsection of the Plan Implementation Requirements Section of the Broward County Land Use Plan that is utilized by local government entities to meet the community level parks requirement of the Broward County Land Use Plan.

COMMITTED TRIP - means a trip generated within the Traffic Review and Impact Planning System (TRIPS) model from an approved but not built development *(Land Development Code,* Broward County, 1977).

COMPLETE STREET – means a street where the entire right-of-way is planned, designed, and operated for all modes of transportation and all users regardless of age or ability. Pedestrians, bicyclists, transit riders, and motorists of all ages and abilities must be able to safely move along and across a Complete Street. Complete Streets make it easy to cross the street, walk to shops, catch the bus, bike to work, and enjoy many other healthy activities.

COMPREHENSIVE PLAN - means a plan that meets the requirements of ss. 163.3177 and 163.3178, Florida Statutes.

CONCURRENCY - means public facilities and services needed to support development shall be available consistent with concurrency requirements as per Section 163.3180 Florida Statutes (1993).

CONCURRENCY MANAGEMENT SYSTEM - means the provisions in the local government comprehensive plan including implementation regulations, encompassing the restrictions,

methods, resources, timing and solutions intended to be compatible with and further compliance with the statutory requirement to provide public facilities and services needed to support development consistent with concurrency requirements as per Section 163.3180 Florida Statutes (1993).

CONE OF INFLUENCE (ZONE OF INFLUENCE) - means an area around one or more major water wells the boundary of which is determined by the government agency having specific statutory authority to make such a determination based on groundwater travel or draw down depth.

CONSERVATION USES - means activities within land areas designated for the purpose of conserving or protecting natural resources or environmental quality and includes areas designated for such purposes as flood control, protection of quality or quantity of groundwater or surface water, floodplain management, fisheries management, or protection of vegetative communities or wildlife habitats.

CONSISTENT - means compatible with and furthers. Compatible with - means not in conflict with. Furthers - means to take action in the direction of realizing the goals and policies. As applied to the local plan, a local plan shall be consistent with the state plan and the regional plan.

CONSTRAINED ROADWAYS - means roadways that cannot be expanded by the addition of two or more through-lanes because of physical, environmental or policy constraints *(Level of Service Manual,* Florida DOT, 1995).

CONTEXT SENSITIVE ROADWAYS – means roadways that are planned and developed with improvements that are considerate of the character and environment of the corridor and the surrounding neighborhood, are responsive to multiple transportation modes, and maintain safety and mobility.

CONTIGUOUS - means in close proximity, touching or adjacent.

COUNTY COMMISSION - means the Board of County Commissioners of Broward County.

COUNTY LAND PLANNING AGENCY - means the agency designated to prepare the comprehensive plan for the County or in the case of chartered counties, the agency which has the planning responsibility between the County and the municipalities as stipulated in the Charter.

DEMAND FLOW RATE - means the traffic flow rate that now wants or at some future time is expected to want to travel over a point on or section of a highway for a I5-minute period, expressed in vehicles per hour *(Level of Service Manual,* Florida DOT, 1995).

DEMAND RESPONSE TRANSIT SERVICE - means non-fixed route service utilizing vans or buses with passengers boarding and alighting at pre-arranged times at any location within the system's service area *(Transit Fact Book,* American Public Transit Association, 1996).

DENSITY - means an objective measurement of the number of people or residential units allowed per unit of land, such as residents or employees per acre.

DEVELOPER - means any person, including a governmental agency, undertaking any development.

DEVELOPMENT - The term "development" means:

1. The carrying out of any building activity or mining operation, the making of any material change in the use of appearance of any structure or land, or the dividing of land into two or more parcels.
2. The following activities or uses shall be taken for the purposes of this chapter to involve "development," as defined in this section:
    a. A reconstruction, alteration of size, or material change in the external appearance of a structure on land.
    b. A change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land or a material increase in the number of businesses, manufacturing establishments, offices, or dwelling units in a structure or on land.
    c. Alteration of a shore or bank of a seacoast, river, stream, lake, pond, or canal, including any "coastal con structure" as defined in s.161.021, Florida Statutes.
    d. Commencement of drilling, except to obtain soil samples, mining, or excavation on a parcel of land.
    e. Demolition of a structure.
    f. Clearing of land as an adjunct of construction.
    g. Deposit of refuse, solid or liquid waste, or fill on a parcel of land.

3. The following operations or uses shall not be taken for the purpose of this chapter to involve "development" as defined herein:
    a. Work by a highway or road agency or railroad company for the maintenance or improvement of a road or railroad track, if the work is carried out on land within the boundaries of the right-of-way.
    b. Work by any utility and other persons engaged in the distribution or transmission of gas or water, for the purpose of inspecting, repairing, renewing, or constructing on established rights-of-way any sewers, mains, pipes, cables, utility tunnels, power lines, towers, poles, tracks, or the like.
    c. Work for the maintenance, renewal, improvement, or alteration of any structure, if the work affects only the interior or the color of the structure or the decoration of the exterior of the structure.
    d. The use of any structure or land devoted to dwelling uses or any purpose customarily incidental to enjoyment of the dwelling.
    e. The use of any land for the purpose of growing plants, crops, trees and other agricultural or forestry products; raising livestock; or for other agricultural purposes.
    f. A change in the use of land or structure from a use within a class specified in an ordinance or rule to another use in the same class.
    g. A change in the ownership or form of ownership of any parcel or structure.
    h. The creation or termination of rights of access, riparian rights, easements, covenants concerning the development of land, or other rights in land.
4. "Development," as designated in an ordinance, rule, or development rule includes all other development customarily associated with it unless otherwise specified. When appropriate to the context, "development" refers to the act of developing to the result of development. Reference to any specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of subsection (1).

DEVELOPMENT ORDER - means any order granting, denying, or granting with conditions an application for a development permit.

DEVELOPMENT PERMIT - includes any building permit, zoning permit, plat approval, or rezoning, certification, variance, or other action having the effect of permitting development.

DISASTER – means a sudden event, such as an accident or a natural catastrophe that causes great damage or loss of life.

DOWNTOWN REVITALIZATION - means the physical and economic renewal of a central business district of a community as designated by local government, and includes both downtown development and redevelopment.

DRAINAGE BASIN - means the area defined by topographic boundaries which contributes stormwater to a drainage system, estuarine waters, or oceanic waters, including all areas artificially added to the basin.

DRAINAGE FACILITIES - means a system of man-made structures designed to collect, convey, hold, divert or discharge stormwater, and includes stormwater sewers, canals, detention structures, and retention structures.

DWELLING UNIT - means a house, apartment, or condominium unit, trailer, group of rooms, or a single room intended for occupancy as separate living quarters with direct access from the outside of the building or through a common hall and with complete kitchen facilities for the exclusive use of the occupants, including rental units contained in a multi-unit structure or complex which are licensed by the State Department of Business Regulation, Division of Hotels and Restaurants, as "apartments", "rental condominiums" and "retirement housing."

EASEMENT - means any strip of land created by a sub divider for public or private utilities, drainage, sanitation or other specified uses having limitations, the title to which shall remain in the name of the property owner, subject to the right of use designated in the reservation of the servitude.

EDUCATIONAL USES - means activities and facilities of public or private primary or secondary schools, vocational and technical schools, and colleges and universities licensed by the Florida Department of Education, including the areas of buildings, campus open space, dormitories, recreational facilities or parking.

ENVIRONMENTALLY SENSITIVE LAND - means those areas containing Natural Resources delineated on the Future Broward County Land Use Plan Map Series, and identified on the Natural Resource Map Series, which have been determined to be environmentally sensitive by the Broward County Board of County Commissioners. The criteria for designation of Environmentally Sensitive Lands are contained within the Plan Implementation Requirements section of the Broward County Land Use Plan.

ESTUARY - means a semi-enclosed, naturally existing coastal body of water in which saltwater is naturally diluted by freshwater and which has an open connection with oceanic waters. "Estuaries" include bays, embayments, lagoons, sounds and tidal streams.

EXTREMELY LOW INCOME PERSON OR HOUSEHOLD - means one or more natural persons or a household, not including students, whose total annual household income does not exceed 30 percent of the median annual income adjusted for family size for households within the county. The term “households” includes “families.”

EVACUATION ROUTES - means routes designated by county civil defense authorities or the regional evacuation plan for the movement of persons to safety in the event of a hurricane.

FACILITY AVAILABILITY - means whether or not a facility is available in a manner to satisfy the concurrency management system.

FEEDER ROUTE - means a transit route which has the characteristics of traveling on local streets, utilized for shorter trip lengths and transfer connections *(Transportation Expressions,* U.S. DOT, 1996).

FIXED ROUTE SERVICE - means transit service provided on a repetitive, fixed-schedule basis along a specific route, with vehicles stopping to pick up and deliver passengers to specific locations; each fixed-route trip serves the same origins and destinations, unlike demand response and taxicabs *(Transportation Expressions,* U.S. DOT, 1996).

FLEXIBILITY ZONE – corresponds to the municipal boundaries upon the adoption of BrowardNext.

FLOODPLAINS - means areas inundated during an identified flood event or identified by the National Flood Insurance Program as an "A" Zone on Flood Insurance Rate Maps or Flood Hazard Boundary Maps.

FLOODPRONE AREAS - means areas inundated during a 100-year flood event or areas identified by the National Flood Insurance Program as an A Zone on Flood Insurance Rate Maps or Flood Hazard Boundary Maps.

FLOOR AREA RATIO (FAR) - means the gross floor area of the building or buildings on any lot divided by the net area of the lot.

FOSTER CARE FACILITY - means a facility which houses foster residents and provides a family living environment for the residents, including such supervision and care as may be necessary to meet the physical, emotional and social needs of the residents and serving either children or adult foster residents.

GENERAL AVIATION - means that portion of civil aviation which encompasses all facets of aviation except air carriers; it includes business flying, instructional, personal and commercial flying *(Transportation Expressions,* U.S. DOT, 1996).

GOAL - means the long-term end toward which programs and activities are ultimately directed.

GOVERNING BODY - means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government, however designated, or the combination of such bodies.

GOVERNMENTAL AGENCY - means:

a. The United States· or any department, commission, agency, or other instrumentality thereof;
b. The State of Florida or any department, commission agency, or other instrumentality thereof;
c. Any local government, or any department, commission, agency, or other instrumentality thereof;
d. Any school board or other special district, authority, or other governmental entity.

GREENWAY - means a corridor of protected open space, such as forests, parks, recreation facilities, waterways, and cultural and historic sites, which are established for conservation and/or recreation that are linked with each other, often by trails and pathways including hubs, links and sites. The Broward County Greenways Master Plan system links these said facilities

throughout the county-wide area *(A Community Resource Guide for Greenway Projects,* Florida Department of Environmental Protection, Office of Greenways and Trails).

GROSS FLOOR AREA – means the sum of all enclosed floor area under roof, measured to the exterior of the exterior wall.

GROUP HOME - means a facility which provides a living environment for unrelated residents who operate as the functional equivalent of a family, including such supervision and care as may be necessary to meet the physical, emotional and social needs of the residents. Adult Congregate Living Facilities comparable in size to group homes are included in this definition. It shall not include rooming or boarding homes, clubs, fraternities, sororities, monasteries or convents, hotels, residential treatment facilities, nursing homes, or emergency shelters.

HAZARDOUS WASTE - means solid waste, or a combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, sorted, treated or otherwise managed.

HEADWAY - means the time interval between transit revenue vehicles passing a specific location *(Transportation Expressions,* U.S. DOT, 1996).

HISTORIC RESOURCES - means all areas, districts or sites containing properties listed on the Florida Master Site File, the National Register of Historic Places, or designated by a local government as historically, architecturally, or archaeologically significant.

HURRICANE SHELTER - means a structure designated by local officials as a place of safe refuge during a storm or hurricane.

HURRICANE VULNERABILITY ZONE (also "areas subject to coastal flooding") means the areas delineated by the regional or local hurricane evacuation plan as requiring evacuation. The hurricane vulnerability zone shall include areas requiring evacuation in the event of a 100-year storm or Category 3 storm event.

IMPROVEMENTS - may include, but are not limited to, street pavements, curbs and gutters, sidewalks, alley pavements, walkway pavements, water mains, sanitary sewers, storm sewers

or drains, street names, signs, landscaping, permanent reference monuments, permanent control points, or any other improvement required by a governing body.

INDUSTRIAL USES - means the activities within land areas predominantly connected with manufacturing, assembly, processing, or storage of products.

INFRASTRUCTURE - means those manmade structures which serve the common needs of the population, such as: sewage disposal systems; potable water systems; potable water wells serving a system; solid waste disposal sites or retention areas; stormwater systems; utilities; piers; docks; wharves; breakwaters; bulkheads; seawalls; bulwarks; revetments; causeways; marinas; navigation channels; bridges; and roadways.

INTENSITY - means an objective measurement of the extent to which land may be developed or used, including the consumption or use of the space above, on or below ground; the measurement of the use of or demand on natural resources; and the measurement of the use of or demand on facilities and services.

INTERAGENCY HAZARD MITIGATION REPORT - means the recommendations of a team of federal, state, regional or local officials which address measures to reduce the potential for future flood losses and which is prepared in response to a Presidential Disaster Declaration.

INTERMODAL FACILITY - means a single or closely related transportation facility used by two or more modes of transportation. Intermodal system is one providing connections between different modes, such as adequate highways to ports or bus feeder services to rail transit; individual modes working together to provide the user with the best choices of services *(Corridor Management Procedure,* FDOT, 1996).

LAND - means the earth, water, and air above, below, or on the surface, and includes any improvements or structures customarily regarded as land.

LAND DEVELOPMENT CODE - means the various types of regulations for the development of land within the jurisdiction of a unit of local government when combined into a single document.

LAND DEVELOPMENT REGULATION - means ordinances enacted by governing bodies for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the

development of land. When capitalized in this comprehensive plan, "Land Development Regulations" means the adopted land development code of the City of Wilton Manors.

LAND USE - means the development that has occurred on the land, the development that is proposed by a developer on the land, or the use that is permitted or permissible on the land under an adopted comprehensive plan or element or portion thereof, land development regulations, or a land development code, as the context may indicate.

LEVEL OF SERVICE - means an indicator of the extent or degree of service provided by, or proposed to be provided by a facility based on and related to the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility.

LIMITED ACCESS FACILITY - means a roadway especially designed for through traffic, and over, from, or to which owners or occupants of abutting land or other persons have no greater than a limited right or easement of access.

LINKED TRIP - means a trip from origin to destination on the transit system. Even if a passenger must make several transfers during a journey, the trip is counted as one linked trip on the system *(Transportation Expressions,* U.S. DOT, 1996).

LITTORAL - means that portion of a body of water extending from shoreline toward the middle of the water to the limit of occupancy by rooted plants.

LOCAL AREA OF PARTICULAR CONCERN - means an area designated on the Natural Resource Map Series of the Broward County Land Use Plan which has been declared to be environmentally sensitive. Those areas are subject to environmental impact report provisions of the Broward County Land Development Code and the criteria for Local Areas of Particular Concern are contained in this Plan.

LOCAL COMPREHENSIVE PLAN - means any or all local comprehensive plans or elements or portions thereof prepared, adopted, or amended pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act.

LOCAL GOVERNMENT ENTITY - means a unit of government or any officially designated public agency or authority of a unit of government with less than statewide jurisdiction, or any officially designated public agency or authority of such a government entity. The term includes

a county, an incorporated municipality, a consolidated city-county government, a metropolitan planning organization, an expressway or transportation authority, a turnpike project, a regional planning council, or a school board or other special district.

LOCAL PLANNING AGENCY - means the agency designated to prepare the comprehensive plan required by ch.163, Florida Statutes.

LOCAL ROAD - means a roadway providing service which is of relatively low traffic volume, short average trip length or minimal through traffic movements, and high volume land access for abutting property.

LOT - includes tract or parcel - means the least fractional part of subdivided lands having limited fixed boundaries, and an assigned number, letter, or other name through which it may be identified.

LOT OR PARCEL OF RECORD - means a quantity of real property as a single unit described and identified in a deed and/or plat recorded in the public records of a county in the State of Florida.

LOW INCOME PERSON OR HOUSEHOLD - means one or more natural persons or a household, not including students, having a total annual anticipated income for the household that does not exceed 80 percent of the median annual income adjusted for family size for the county. The term “households” includes “families.”

MANUFACTURED HOUSING~~ME~~ - means prefabricated houses that are constructed in a factory and then assembled at the building site in modular sections.

MAJOR TRIP GENERATORS OR ATTRACTORS - means concentrated areas of intense land use or activity that produce or attract a significant number of local trip ends; for public transit, a site which attracts a substantial number of person trips per day. Defined in this document as meeting or exceeding the following thresholds: Office parks - 100,000 sq. ft. GLA, shopping centers - 500,000 sq. ft., schools – 1,000 students, major employers – 1,000 employees, health facilities - 100 beds *(Broward County Comprehensive Plan, Transportation Element,* adopted 11/10/98).

MARINE HABITAT - means areas where living marine resources naturally occur, such as mangroves, seagrass beds, algae beds, salt marshes, transitional wetlands, marine wetlands,

rocky shore communities, hard bottom communities, oyster bars or flats, mud flats, coral reefs, worm reefs, artificial reefs, offshore springs, near shore mineral deposits, and offshore sand deposits.

MARINE RESOURCES - means living oceanic or estuarine plants or animals, such as mangroves, seagrasses, algae, coral reefs, and living marine habitat; fish, shellfish, crustaceans and fisheries; and sea turtles and marine mammals.

MARINE WETLANDS - means areas with a water regime determined primarily by tides and dominant vegetation is salt tolerant plant species including those species listed in Subsection 17-4.02(17), Florida Administrative Code, "Submerged Marine Species."

MASS TRANSIT - means passenger services provided by public, private or non-profit entities such as the following surface transit modes: commuter rail, rail rapid transit, light rail transit, light guideway transit, express bus, and local fixed route bus.

MEAN HIGH WATER – means the average height of the high waters over a 19-year period. For shorter periods of observation, “mean high water” means the average height of the high waters after corrections area applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value.

MEAN HIGH WATER LINE – means the intersection of the tidal plane of mean high water with the shore.

MEAN LOW WATER – means the average height of the low waters over a 19-year period. For shorter periods of observation, “mean low water” means the average height of low waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of mean 19-year value.

MEAN LOW WATER LINE – means the intersection of the tidal plane of mean low water with the shore.

“MINI” PARK - means a small recreational facility that is located within various neighborhoods and is designed to be of a low intensity or passive use.

MINOR ARTERIAL - means a roadway which interconnects with and augments the urban principal arterial system *(A Policy on Geometric Design of Highways and Streets,* 1990, American Association of State Highway and Transportation Officials).

MOBILE HOME - means a structure, transportable in one or more sections, which, in the travel mode, is eight body feet or more in width, and which is built on a metal frame and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein. If fabricated after June 15, 1976, each section bears a U.S. Department of Housing and Urban Development label certifying that it is built in compliance with the federal Manufactured Home Construction and Safety Standards.

MODAL SPLIT - means the proportion of total person trips that use each of various specified modes of transportation *(Transportation Expressions,* U.S. DOT, 1996).

MODERATE INCOME PERSON OR HOUSEHOLD - means one or more natural persons or a household, not including students, that has a total annual anticipated income for the household that does not exceed 120 percent of the median annual income adjusted for family size for households within the county. The term "households" includes "families."

MULTIMODAL SYSTEM - means a transportation system consisting of more than one mode of travel to serve transportation needs in a given area *(Corridor Management Procedure,* FDOT, 1996).

MUNICIPALITY - means any incorporated city, town or village.

NATIVE VEGETATIVE COMMUNITIES - means those areas which contain ecological communities, such as coastal strands, oak hammocks, and cypress swamps, which are classified based on the presence of certain soils, native vegetation and animals.

NATURAL DRAINAGE FEATURES - means the naturally occurring features of an area which accommodate the flow of stormwater, such as streams, rivers, lakes and wetlands.

NATURAL RESERVATIONS - means areas designated for conservation purposes, and operated by contractual agreement with or managed by a federal, state, regional or local government or non-profit agency such as: national parks, state parks, lands purchased under the Save Our Coast, Conservation and Recreation Lands or Save Our Rivers programs, sanctuaries, preserves, monuments, archaeological sites, historic sites, wildlife management areas, national seashores, and Outstanding Florida Waters.

NATURAL RESOURCES - means those natural resources identified in Section 9J5.006(4)(b) Florida Administrative Code: existing and planned waterwells and cones of influence; beaches and shores, including estuarine systems; rivers, bays, lakes, floodplains, and harbors; wetlands; minerals and soils.

NEIGHBORHOOD PARK - means a park which serves the population of a neighborhood and is generally accessible by bicycle or pedestrian ways.

NEWSPAPER OF GENERAL CIRCULATION - means a newspaper published at least on a weekly basis and printed in the language most commonly spoken in the area within which it circulates, but does not include a newspaper intended primarily for members of a particular professional or occupational group, a newspaper whose primary function is to carry legal notices, or a newspaper that is given away primarily to distribute advertising.

NONPOINT SOURCE POLLUTION - means any source of water pollution that is not a point source.

OBJECTIVE - means a specific, measurable, intermediate end that is achievable and marks progress toward a goal.

OPEN SPACE - means undeveloped lands suitable for passive recreation or conservation uses.

PARATRANSIT - means transit services, including ridesharing, car or van pools, demand responsive buses, and other public transit services which are characterized by their nonscheduled, non-fixed route nature.

PARCEL OF LAND - means any quantity of land capable of being described with such definiteness that its location and boundaries may be established, which is designated by its owner or developer as land to be used or developed as a unit or which has been used or developed as a unit.

PARK - means a neighborhood, community, or regional park.

PEDESTRIAN WAYS - means any road, path or way which is open to traffic afoot and physically separated from motorized vehicular traffic by an open space or barrier and located either within or outside a street right-of-way.

PERSON - means an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

PLANNING ACT - means the Community Planning Act, Sections 163.3161 et.seq., Florida Statutes.

PLANNING ANALYSIS HOUR FACTORS (or K_{100} Factor) - means the ratio of a highway section's volume in the year's 100th highest volume hour to its AADT. In developed areas the year's 100th highest volume hour represents a typical weekday peak traffic hour during the area's peak travel season, i.e., that area's peak season "rush" hour, usually in the late afternoon. The K_{100} Factor refers to represents a demand volume, not necessarily a measured volume (*Site Impact Handbook*, FDOT).

PLANNING COUNCIL - means the Broward County Planning Council.

PLAT - means a map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with the requirement of all applicable sections of this Plan and of any local ordinances, and may include the terms "replat", "amended Plat", or "revised Plat".

PLAYGROUND - means a recreation area with play apparatus.

POINT SOURCE POLLUTION - means any source of water pollution that constitutes a discernible, confined, and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture.

POLICY - means the way in which programs and activities are conducted to achieve an identified goal.

POLLUTION - is the presence in the outdoor atmosphere, ground or water of any substances, contaminants, noise, or manmade or man-induced alteration of the chemical, physical, biological, or radiological integrity of air or water, in quantities or at levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, or unreasonably interfere with the enjoyment of life or property.

POTABLE WATER FACILITIES- means a system of structures designed to collect, treat, or distribute potable water, and includes water wells, treatment plants, reservoirs, and distribution mains.

PRINCIPAL ARTERIAL - means a roadway which serves the major centers of activity of urbanized areas, the highest volume corridors. It carries most of the trips entering and leaving the urban area, as well as most of the through movements bypassing the central city. It could be stratified as follows: (1) interstate, (2) other freeways and expressways, and (3) other principal arterials *(A Policy on Geometric Design of Highways and Streets,* 1990, American Association of State Highway and Transportation Officials).

PRINCIPAL BUILDING - means a building which is occupied by or devoted to a principal use or addition to an existing principal building which is larger than the original existing building. In determining whether a building is of primary importance, the use of the entire parcel shall be considered. There may be more than one principal building on a parcel.

PRINCIPAL USE - means the primary or main use of a parcel of land as distinguished from the accessory use. There may be more than one principal or main use on a parcel of land.

PRIVATE RECREATION SITES - means sites owned by private, commercial or nonprofit entities available to the public for purposes of recreational use.

PUBLIC ACCESS - means the ability of the public to physically reach, enter or use recreation sites including beaches and shores.

PUBLIC BUILDINGS AND GROUNDS - means structures or lands that are owned, leased, or operated by a government entity, such as civic and community centers, hospitals, libraries, police stations, fire stations, and government administration buildings.

PUBLIC FACILITIES - means major capital improvements, including, but not limited to, transportation, sanitary, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

PUBLIC RECREATION SITES - means sites owned or leased on a long-term basis by a federal, state, regional or local government agency for the purpose of recreational use.

PUBLIC TRANSIT - means passenger services provided by public, private or non-profit entities, such as the following surface transit modes: commuter rail, rail rapid transit, light rail transit, light guideway transit, express bus, and local fixed route bus.

PUBLIC UTILITY - includes any public or private utility, such as, but not limited to, storm drainage, sanitary sewers, electric power, water service, gas service, or telephone line, whether underground or overhead.

RECERTIFICATION - means a local land use plan which has previously been certified by the Broward County Planning Council, but because of amendments, decertification, or amendment to the Broward County Land Use Plan, is no longer in conformity, and must be recertified by the Broward County Planning Council as being in substantial conformity with the Broward County Land Use Plan.

RECREATION - means the pursuit of leisure time activities occurring in an indoor or outdoor setting.

RECREATION FACILITY - means a component of a recreation site used by the public such as a trail, court, athletic field or swimming pool.

RECREATIONAL USES - means activities within areas where recreation occurs.

REDEVELOPMENT UNITS – means additional permitted dwelling units equal to three percent (3%) of the total number of dwelling units as established by the adoption of the 2017 BrowardNext Broward County Land Use Plan.

REGIONAL PARK - means acreage listed in the "Community and Regional Parks" subsection of the Plan Implementation Requirements Section of the Broward County Land Use Plan that is utilized by the Broward County Board of County Commissioners to meet the regional level parks requirement of the Broward County Land Use Plan.

REGIONAL POLICY PLAN FOR SOUTH FLORIDA - means the plan prepared and adopted by the South Florida Regional Planning Council (also known as the Strategic Regional Policy Plan for South Florida (SRPP), pursuant to the provisions of Section 185.507 Florida Statutes governing comprehensive regional policy plans.

REGIONAL PLANNING AGENCY - means the Regional Planning Council created pursuant to ss.186.501-185.151 to exercise responsibility under ss.186.001-186.031 and 186.801-186.911 in a particular region of the state.

REGIONAL ROADWAY NETWORK - means the roads contained within the Broward County Metropolitan Planning Organization's adopted 2025 Highway Network, except for those roads functionally classified as city collector roads.

RELOCATION HOUSING - means those dwellings which are made available to families displaced by public programs, provided that such dwellings are decent, safe and sanitary and within the financial means of the families or individuals displaced.

REMNANT NATURAL RIVER - means a naturally occurring watercourse or riverine system, or a portion or segment thereof, whose channel has remained unaltered over time as evidenced by historical surveys or other appropriate documentation. Examples of remnant natural rivers in Broward County include portions of the following: South Fork of the Middle River, North Fork of the New River, New River, Tarpon Creek, South Fork of the New River and Whiskey Creek.

RESIDENT POPULATION - means inhabitants counted in the same manner utilized by the United States Bureau of the Census, in the category or total population. Resident population does not include seasonal population.

RESIDENTIAL USES - means activities within land areas used predominantly for housing.

RETAIL SHOPPING AREA - means a miscellaneous collection of individual stores which stand on separate lot parcels along streets and highways or which are clustered as a concentrated business district, with or without incidental off-street parking (as distinguished from a shopping center).

RIGHT-OF-WAY (ROW; R.O.W.) - means land dedicated, deeded, used, or to be used for a street, alley, walkway, boulevard, drainage facility, access or ingress and egress, or other purpose by the public, certain designated individuals, or governing bodies.

ROADWAY CAPACITY - means the maximum volume of traffic which can be accommodated on a roadway at a given level of service.

ROADWAY FUNCTIONAL CLASSIFICATION - means the assignment of roads into categories according to the character of service they provide in relation to the total road network. Basic

functional categories include limited access facilities, arterial roads, and collector roads, which may be sub-categorized into principal, major or minor levels. Those levels may be further grouped into urban and rural categories.

SANITARY SEWER FACILITIES - means structures or systems designed for the collection, transmission, treatment, or disposal of sewage and includes trunk mains, interceptors, treatment plants and disposal systems.

SEASONAL POPULATION - means part-time inhabitants who utilize, or may be expected to utilize, public facilities or services, but are not residents. Seasonal population shall include tourists, migrant farm workers, and other short-term and long-term visitors.

SEPTIC TANK - means an on-site sewage disposal system, consisting of a watertight receptacle constructed to promote separation of solid and liquid components of wastewater, to provide limited digestion of organic matter, to store solids, and to allow clarified liquid to discharge for further treatment and disposal in a soil absorption system.

SERVICES - means the program and employees determined necessary by local government to provide adequate operation and maintenance of public facilities and infrastructure as well as those educational, health care, social and other programs necessary to support the programs, public facilities, and infrastructure set out in the local plan or required by local, state, or federal law.

SHOPPING CENTER - means a group of architecturally unified commercial establishments built on a site which is planned, developed, owned, and managed as an operating unit related in its location, size, and type of shops to the trade area that the unit serves.

SHORELINE OR SHORE - means the interface of land and water and, as used in the coastal management element requirements, is limited to oceanic and estuarine interfaces.

SOLID WASTE - means sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

SOLID WASTE FACILITIES - means structures or systems designed for the collection, processing or disposal of solid wastes, including hazardous wastes, and includes transfer stations, processing plants, recycling plants, and disposal systems.

SPECIAL RESIDENTIAL FACILITY, CATEGORY ONE - means a housing facility which is licensed by the State of Florida for no more than eight (8) individuals who require treatment, care, rehabilitation, or education. The facility is usually referred to as a group home. This includes individuals who are elderly, dependent children, physically disabled, developmentally disabled or individuals not overtly of harm to themselves or others. The facility provides a family living environmental including supervision and care necessary to meet the physical, emotional and social needs of the individuals. It may or may not provide education or training. There may be more than one kitchen within the housing facility. There may be more than one Special Residential Facility Category (1) development on a parcel (*1989 Broward County Comprehensive Plan,* Broward County Planning Services Division).

SPECIAL RESIDENTIAL FACILITY, CATEGORY TWO - means a housing facility which is licensed by the State of Florida for nine (9) to sixteen (16) non-elderly individuals who require treatment, care, rehabilitation or education. This includes individuals who are dependent children, physically disabled, developmentally disabled, or individuals not overtly of harm to themselves or others. The facility provides a family living environment including supervision and care necessary to meet the physical, emotional and social needs of the individuals. It may or may not provide education or training. There may be more than one kitchen within the housing facility. There may be more than one Special Residential Facility Category (2) development on a parcel (*1989 Broward County Comprehensive Plan,* Broward County Planning Services Division).

SPECIAL RESIDENTIAL FACILITY, CATEGORY THREE - means:

a. Any housing facility licensed by the State of Florida for more than sixteen (16) non-elderly individuals who require treatment, care, rehabilitation or education. This includes individuals who are dependent children, physically disabled, developmentally disabled or individuals not overtly of harm to themselves or others; or
b. Any housing facility licensed by the State of Florida for more than eight (8) unrelated elderly individuals; or

c. Governmental subsidized housing facilities entirely devoted to care of the elderly, dependent children, the physically handicapped, developmentally disabled or individuals not overtly of harm to themselves or others; or

d. Any not-for-profit housing facility for unrelated elderly individuals; or

e. Any housing facility which provides a life-care environment. A life-care environment shall include, but is not limited to, creation of a life estate in the facility itself and provision of off-site or on-site medical care. (*1989 Broward County Comprehensive Plan,* Broward County Planning Services Division).

STATE COMPREHENSIVE PLAN - means the goals and policies contained within the state comprehensive plan, s. 187.201, F.S.

STATE LAND PLANNING AGENCY - means the Department of Economic Opportunity ; may be referred to as "DEO".

STORMWATER - means the flow of water which results from a rainfall event.

STREAM - means any mass of water with a unidirectional flow.

STREET - includes any access way such as a street, road, lane, highway, avenue, boulevard, alley, parkway, viaduct, circle, a court, terrace, place or cul-de-sac, and also includes all of the land lying between the right-of-way lines as delineated on a plat showing such streets, whether improved or unimproved, but shall not include those access ways such as easements and rights-of-way intended solely for limited utility purposes, such as for electric power lines, gas lines, telephone lines, water lines, drainage and sanitary sewers, and easements of ingress and egress.

STRUCTURE - means anything constructed, installed or portable, the use of which requires a location on a parcel of land. It includes a movable structure while it is located on land which can be used for housing, business, commercial, agricultural, or office purposes either temporarily or permanently. "Structure" also includes fences, billboards, swimming pools, poles, pipelines, transmission lines, tracks, and advertising signs.

SUBDIVISION - means the platting of real property into two or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land; and includes establishment of new streets and

alleys, additions, and re-subdivisions; and, when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided.

SUBSTANTIAL CONFORMITY - refers to the Broward County Charter requirement contained in Article VIII, Section 8.05 D & E that local government future land use plans shall be materially and pertinently compatible with and further the Broward County Land Use Plan in order to be certified or recertified.

SUPPORT DOCUMENTS - means any surveys, studies, inventory maps, data, inventories, listings or analyses used as bases for or in developing the local comprehensive plan.

SURFACE WATERS - means lakes or ponds excavated to generate fill material for a development and/or to provide recreational and aesthetic amenities. Other water upon the surface of the earth, contained in bounds created naturally or diffused, including water from natural springs, is defined as "lake," "pond" or "stream."

TERMINAL - means any location where passenger or freight either originates, terminates, or is handled in the transportation process; or where commercial motor carriers maintain operating facilities *(Transportation Expressions,* U.S. DOT, 1996).

TRAFFIC REVIEW AND IMPACT PLANNING SYSTEM (TRIPS) MODEL - means a computer model maintained in the Broward County Development Management Division which accounts for the traffic from approved but not built development *(Land Development Code,* Broward County, 1997).

TRANSFER OF DEVELOPMENT RIGHTS (TDRS) - means a voluntary market based technique which seeks to preserve landowners' asset value by moving the right to build from a location where development is discouraged (e.q., for environmental reasons) to a location where development is encouraged.

TRANSFER STATION - means a fixed location where passengers interchange from one route or vehicle to another; also referred to as a transfer center *(Transportation Expressions,* U.S. DOT, 1996).

TRANSIT ORIENTED DEVELOPMENT (TOD) - means development reflecting a design philosophy that encourages development from the ground up with transit in mind; emphasizing securing a high density level, combining a mix of uses, utilizing a hierarchy of streets and designing at a

human scale to maximize the potential for transit use within a community *(Strategic Regional Policy Plan for South Florida,* SFRPC, 1995).

TRANSPORTATION CONCURRENCY MANAGEMENT AREA (TCMA) - means a compact geographic area with existing or proposed multiple, viable alternative travel paths or modes for common trips. The purpose of this optional alternative transportation concurrency approach is to promote infill development or redevelopment within selected portions of urban areas in a manner that supports the provision of more efficient mobility alternatives, including public transit.

TRANSPORTATION CORRIDORS - means major routes used for moving people and goods by one or more transportation options *(Strategic Regional Policy Plan for South Florida,* SFRPC, 1995).

TRANSPORTATION DEMAND MANAGEMENT (TDM) - means strategies and techniques that can be used to increase the efficiency of the transportation system. TDM focuses on ways of influencing the amount and demand for transportation by encouraging alternatives to the single-occupant automobile and by altering local peak hour travel demand. These strategies and techniques may, among others, include: ridesharing programs, flexible work hours, telecommuting, shuttle services, and parking management.

TRANSPORTATION DISADVANTAGED - means those individuals who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities.

TRANSPORTATION SYSTEM MANAGEMENT (TSM) - means a range of improvement strategies that are non-facility and low-capital oriented to make the existing transportation system operate more efficiently. TSM techniques include demand management strategies, incident management strategies, and other actions that increase the operating efficiency of the existing system in the short range.

UNLINKED TRIP - means the number of passengers who board public transportation vehicles. A passenger is counted each time the passenger boards a vehicle even though the passenger may be on the same journey from origin to destination *(Transportation Expressions,* U.S. DOT, 1996).

URBAN AGRICULTURE – means urban agriculture or urban farming is the practice of cultivating, processing, and distributing food in or around a village, town, or city. Urban agriculture can also involve animal husbandry, aquaculture, agroforestry, urban beekeeping, and horticulture.

URBAN CHARACTER - means an area used intensively for residential, urban recreational, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes.

URBAN INFILL - means the development of vacant parcels in otherwise built-up areas where public facilities such as sewer systems, roads, schools, and recreation areas are already in place and the average residential density is at least five (5) dwelling units per acre, the average nonresidential intensity is at least a floor area ratio of 1.0 and vacant, developable land does not constitute more than 10 percent of the area (Section 163.3164, F.S.).

URBAN REDEVELOPMENT - means the demolition and reconstruction or substantial renovation of existing buildings or infrastructure within urban infill or existing urban service areas.

URBAN SERVICES - means services offered by a municipality, either directly or by contact, to any of its present residents.

VEGETATIVE COMMUNITIES - means ecological communities, such as coastal stands, oak hammocks, and cypress swamps, which are classified based on the presence of certain soils, vegetation and animals.

VERY LOW INCOME PERSON OR HOUSEHOLD - means one or more natural persons or a household, not including students, having a total annual anticipated income for the household that does not exceed 50 percent of the median annual income adjusted for family size for households within the county. The term "households" includes "families."

VESTED RIGHTS - means rights which have completely and definitely accrued to or settled in a person, which it is right and equitable that government should recognize and protect, as being lawful in themselves, and settled according to then current law.

VOLUME-TO-CAPACITY *(V/C)* RATIO - means the ratio of demand flow to capacity for a highway *(Level of Service Manual,* Florida DOT, 2002).

WATER-DEPENDENT USES - means activities which can be carried out only on, in or adjacent to water areas because the use requires access to the water body for: waterborne transportation including ports or marinas; recreation; electrical generating facilities; or water supply.

WATER RECHARGE AREAS - means land or water areas through which groundwater is replenished.

WATER-RELATED USES - means activities which are not directly dependent upon access to a water body, but which provide goods and services that are directly associated with water-dependent or waterway uses.

WATER WELLS - means wells excavated, drilled, dug, or driven for the supply of industrial, agricultural or potable water for general public consumption.

WETLANDS - shall mean those areas which are inundated by water, with sufficient frequency to support, and normally do support an assemblage of organisms that is adapted to saturated or seasonally saturated soil conditions for growth and reproduction including, but not necessarily limited to swamps, marshes, bogs, sloughs, potholes, wet meadows, river flood plains, mud flats and wet prairies.

WORKFORCE INCOME PERSON OR HOUSEHOLD – means one or more natural persons or a household, not including students, that has a total annual anticipated income for the household that does not exceed 140 percent of the median annual income adjusted for family size for households within the county. The term “households” includes “families.”

Plan Implementation Requirements

Permitted Uses in Future Land Use Categories

This section identifies those uses permitted in the future land use categories established within the Wilton Manors Future Land Use Plan. The permitted uses and densities are more specifically described in the City's Unified Land Development Regulations. The City's Future Land Use Plan must be consistent with the Broward County Land Use Plan since the County, as a Charter County, maintains the official land use plan for the County and it is effective within all jurisdictions. The City does, however, maintain its right to prohibit or restrict any of the land uses permitted within any land use category in the Broward County Land Use Plan. A local jurisdiction may not assign a more lenient or permissive zoning category than the land use designation permits. Areas designated on the City's Future Land Use Plan Map are approximate. The exact boundaries are established on the City's Official Zoning Map. The City will establish in the Zoning Code or Unified Land Development Regulations those uses which will be permitted, allowed by special exception or not permitted consistent with the uses listed below.

Residential Use

The areas designated for residential use on the Wilton Manors Future Land Use Map are intended primarily for dwellings, but other land uses related to a residential environment, including neighborhood shopping centers, neighborhood parks and schools, may also be appropriate therein.

Uses permitted in areas designated residential are as follows:

1. Dwelling units, subject to the density limits for a parcel as designated on the Future Land Use Plan Map and as explained in the following Residential Density subsection.
2. Home occupations and other uses accessory to a dwelling unit.
3. Parks, golf courses, and other outdoor recreational facilities, and recreational, civic, or other cultural buildings ancillary to the primary outdoor recreational use of the site.

4. Community facilities designed to serve the residential area such as schools, day care centers, churches, clinics, nursing homes, rehabilitation centers, governmental administration, police and fire protection facilities, libraries and civic centers.
5. Public utilities, including water and wastewater treatment plants, pumping stations, power plant substations and transmission facilities and solid waste disposal and transfer stations.
6. Communication facilities.
7. Offices and/or neighborhood retail sales of merchandise or services, subject to the following:
    a. No more than a total of five percent (5%) of the area designated for residential use on the Broward County Future Land Use Map (Series) within Wilton Manors may be used for neighborhood offices and/or neighborhood retail sales of merchandise or services.
    b. No such contiguous area used for neighborhood offices and/or retail sales of merchandise or services may exceed ten (10) acres. For the purpose of this provision, contiguous is defined as attached; located within 500 feet; or separated only by streets and highways, canals and rivers, or easements.
    c. Regardless of the constraints of a. and b. above, space within residential buildings in areas designated for Medium-High (25) Residential density or higher may be used for offices and/or retail sales of merchandise or services, as long as no more than 50 percent of the floor area is used for said purposes.
    d. Regardless of the constraints of a. and b. above, space within residential buildings in areas designated for Medium (16) Residential density may be used for offices, as long as no more than 50 percent of the floor area is used for offices.
8. Special Residential Facilities, subject to: meeting one of the Category definitions as contained in the Special Residential Facilities Permitted Uses subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan and the Definitions section of the Wilton Manors Comprehensive Plan; meeting density

provisions by Category type stated below; and the limitations as expressed by the certified land use plan map; and if applicable, the provisions regarding the use and allocation of ~~reserve units,~~ flexibility units or bonus sleeping rooms as contained in the "Administrative Rules Document" of the Broward County Planning Council and adopted by reference in this Element.

a. Density Provisions:

i. Special Residential Facility Category (1) development shall count as one (1) dwelling unit each.

ii. Special Residential Facility Category (2) development shall count as two (2) dwelling units each.

iii. Special Residential Facility Category (3) development shall count as one (1) dwelling unit per every two (2) sleeping rooms regardless of the number of kitchens or baths.

Residential Density

1. Density Standards

Residential areas as shown on the City's Future Land Use Map can accommodate four (4) ranges of density.

a. The Low (5) Residential category permits up to five (5) dwelling units per gross acre.

b. The Low-Medium (10) Residential category permits up to ten (10) dwelling units per gross acre.

c. The Medium (16) Residential category permits up to sixteen (16) dwelling units per gross acre.

d. The Medium-High (25) Residential category permits up to twenty-five (25) dwelling units per gross acre.

Other land use categories and land uses are subject to density standards as follows:

a. Special Residential Facilities are subject to the density standards contained within applicable land use categories in the Permitted Uses subsection of the Plan Implementation Requirements section of this plan.

b. Hotels, motels and similar lodging are subject to the density standards contained within applicable land use categories in the Permitted Uses subsection of the Plan Implementation Requirements section of this plan.

2. Density Calculation

All references to density within the Wilton Manors Land Use Plan mean gross density. Gross density means the number of dwelling units ~~constructed~~ existing or proposed within ~~an area~~ a parcel, divided by the gross acreage ~~of the area~~. Gross acreage means the total number of acres in an area, including acreage used or proposed for streets, lakes, waterways, and other proposed land uses permitted in residential areas by the Land Use Plan.

Calculations of acreage covered by different land use categories on the City's Future Land Use Map will necessarily be approximate due to the scale of the map. Where edges of land use categories are close to property lines, streets, transmission lines or other existing lines, edges should be construed to follow those lines. A lake or canal should be construed as having been assigned the same land use category as that assigned to adjacent non-submerged land. The Middle River and the rivers and canals of the primary drainage system as identified within this plan shall not, however, be construed as having credit towards residential density.

3. Arrangement of Dwelling Units

Any arrangement of dwelling units on a parcel of land designated for residential use is compatible with the City Land Use Plan as long as the maximum number of dwelling units permitted within a parcel is not exceeded. The distribution of residential units will be determined by the City's zoning and land development regulations.

4. Flexibility Units

   "Flexibility units" mean the difference between the number of dwelling units permitted within a flexibility zone by the Broward County Future Land Use Plan Map (Series) and the number of dwelling units permitted within the City's certified Future Land Use Map, plus additional remaining permitted dwelling units, fixed at the adoption date of the 2017 Broward County Land Use Plan and formerly defined as "Reserve Units" which were equal to two percent (2%) of the total number of dwelling units permitted by the City's certified ~~f~~Future ~~l~~Land uUse ~~p~~Plan map.

   Since the City's certified land use plan map may be more restrictive than the Broward County Future Land Use Plan Map (Series), available flexibility units may be utilized by the City to rearrange residential densities consistent with policies of the Broward County Land Use Plan.

Commercial Use

The areas designated for commercial use on the Wilton Manors Future Land Use Plan Map, provides land area for business, office, retail, service and other commercial enterprises which support both the residential population and other commercial activities of Wilton Manors.

Uses permitted in areas designated commercial are as follows:

1. Retail uses.
2. Office and business uses.
3. Wholesale storage.
4. Hotels, motels and similar lodging.
5. Recreation and open space, cemeteries, and commercial recreation uses.
6. Community facilities and utilities.
7. Special Residential Facilities Category (2) and Category (3)
   a. Special Residential Facility Category (2) development as defined in the Special Residential Facilities Permitted Uses subsection of the Plan Implementation

Requirements section of the Broward County Land Use Plan and the Definitions section of the Wilton Manors Comprehensive Plan.

b. Special Residential Facility Category (3) development as defined in the Special Residential Facilities Permitted Uses subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan and the Definitions section of the Wilton Manors Comprehensive Plan.

8. Residential uses, up to 10 acres (up to 20 acres for projects that include a minimum of 15% affordable housing restricted to such use for a minimum of 15 years) are permitted via City Commission allocation of "flexibility units" and/or "redevelopment units," provided that the total residential uses do not exceed 10% of the land area designated "Commercial" with the City.
9. Transportation and communications facilities.

The specifics of the permitted uses are documented in the City's Unified Land Development Regulations and zoning ordinances for the applicable zoning districts.

Commercial Intensity Standards

1. Intensity Standards

   Commercial areas as shown on the City's Future Land Use Map are subject to the following maximum intensity standard: Per the applicable zoning district, 30-foot maximum height and 15 percent minimum open space.

   This maximum intensity standard does not preclude the City from its ability to authorize variances to its Unified Land Development Regulations to exceed the parameters due to unusual circumstances and unnecessary hardship, provided that no variance shall exceed standards by one story.

Industrial Use

The purpose of reserving land for industrial uses is to provide opportunity for the retention and expansion of Wilton Manors' economic base activities. Although other uses are permitted in

areas designated industrial, at least 80 percent of such land area must be devoted to industrial use, such as manufacturing, warehouse distribution, research and development, or other substantial employment based activities.

The general uses permitted in areas designated industrial are as follows:

1. Light manufacturing, processing and assemblage uses.
2. Heavy commercial uses, including bakeries, carpentry, cabinet shops and other trade shops; ice manufacturing; propane gas sales and repair; and salvage yards.
3. Educational, scientific and industrial research facilities, research laboratories, and medical or dental laboratories.
4. Office uses.
5. Transportation and communication facilities.
6. Recreation and open space, cemeteries, and commercial recreation uses, as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry.
7. Ancillary commercial uses within buildings devoted to primary industrial uses.
8. Wholesaling uses.
9. Those uses listed in the Community Facilities category and utilities.
10. The following uses may be permitted if certified by the Broward County Planning Council in Wilton Manors' land use plan and as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industrial uses:
    a. Commercial and retail business uses.

Industrial Intensity Standards

1. Intensity Standards

   Industrial areas as shown on the City's Future Land Use Map are subject to the following maximum intensity standard: 35-foot maximum height and 15 percent minimum open space.

This maximum intensity standard does not preclude the City from its ability to authorize variances to its Land Development Regulations to exceed the parameters due to unusual circumstances and unnecessary hardship, provided that no variance shall exceed standards by one story.

Recreation and Open Space Use

The primary intent of the recreation and open space category is to accommodate recreation and open space uses identified within the City's comprehensive plan to serve public recreation needs. In general, land uses within this category are low intensity in character with a minimum of impervious surface coverage and retain as much natural vegetation and landscape as possible.

Areas designated as recreation and open space on the City's Future Land Use Plan Map include existing public and private park sites intended to remain as permanent open space.

Those uses permitted in areas designated recreation and open space are as follows:

1. Passive recreational uses, including, but not limited to: nature centers and trails, scenic areas, wildlife sanctuaries and feeding stations, aquatic preserves, and picnic areas.
2. Golf courses which are intended to remain as permanent open space.
3. Camping ground and facilities.
4. Active recreational uses, including, but not limited to: tennis courts, playgrounds, swimming pools, athletic fields and courts, beaches and bikeways.
5. Outdoor cultural, educational and civic facilities, including, but not limited to: animal exhibits, habitats, bandshells and outdoor classrooms.
6. Concessions only when accessory to the above uses. Examples of such concessions are refreshment stands, pro shops, souvenir shops and rental facilities.
7. Boat ramps and docks and non-commercial fishing activities.

Open Space and Recreation Intensity Standards

1. Intensity Standards

Open Space and Recreation areas as shown on the City's Future Land Use Map are subject to the following maximum intensity standard: maximum Floor Area Ratio (FAR) of 0.10.

This maximum intensity standard does not preclude the City from its ability to authorize variances to its Unified Land Development Regulations to exceed the parameters due to unusual circumstances and unnecessary hardship, provided that no variance shall exceed standards by one story subject to the variance criteria in the Unified land Development Regulations.

Community Facilities Use

Community Facilities areas are designated on the Future Land Use Plan Map to provide a full range of regional and community uses such as educational, medical, governmental, religious, civic, and cultural facilities.

Community facilities may be permitted where consistent with the City's adopted Land Use Plan and Land Development Regulations in areas designated residential, commercial, and industrial. Civic and cultural buildings may also be permitted in areas designated for recreation and open space use if they are ancillary to the primary recreation use of the site.

Uses permitted in areas designated community facilities are as follows:

1. Community facilities uses such as public and private education facilities, churches, hospitals, governmental administration, police and fire stations, libraries, civic centers, nursing homes, cemeteries, and park and recreation facilities.
2. Special Residential Facility Category (2) and Category (3)
    a. Special Residential Facility Category (2) development as defined in the Definitions subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan and the Definitions section of the Wilton Manors Comprehensive Plan.

b. Special Residential Facility Category (3) development as defined in the Definitions subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan and the Definitions section of the Wilton Manors Comprehensive Plan.

Community Facilities Intensity Standards

1. Intensity Standards

   Community Facilities areas as shown on the City's Future Land Use Map are subject to the following maximum intensity standard: 30-foot maximum height and 25 percent minimum open space.

   This maximum intensity standard does not preclude the City from its ability to authorize variances to its Land Development Regulations to exceed the parameters due to unusual circumstances and unnecessary hardship, provided that no variance shall exceed standards by one story.

Utilities Use

Currently there are no Utilities designations on the Wilton Manors Future Land Use Plan Map. This land use designation is used by Broward County to identify significant utility uses to ensure that adequate land is available to accommodate the facilities needed to maintain the utility levels of service.

Utilities are also allowed in areas designated residential, commercial and industrial.

Uses permitted in areas designated utilities are as follows:

1. Utilities such as water and wastewater treatment plants, pumping stations, electrical power plants and substations, solid waste disposal and transfer stations.
2. Other uses determined to be ancillary to the primary uses described in 1.

The following uses may also be permitted in the areas designated utilities as long as the location of these uses does not preclude or adversely affect the future use of the surrounding areas for utility facilities:

1. Recreation and open space uses.
2. Communication facilities.

Recreation and Open Space

The Recreation and Open Space requirements of the Broward County Land Use Plan are based upon those standards recommended within the Open Space Study, 1975, which were mandatory requirements of the 1977 Broward County Land Use Plan. The updated Wilton Manors Land Use Plan sets forth a higher standard in order to provide for enhanced recreation and park opportunities for its citizens.

In order to receive certification of their Future Land Use Plan, local government entities within Broward County are required to provide for a minimum of three (3) acres of Community level parks for every 1,000 existing and projected permanent residents within their jurisdiction.

The acreage that may be used to meet the County's Community parks requirements for certification are as follows:

Community Parks

~~1.~~ All park and open space acreage, including public plazas and green spaces, that is owned by the local government ~~entity~~, and utilized for open space or recreation, and accessible to the public on a regular or continuous basis for the purpose in which it is intended. ~~and zoned for open space use~~.

2. Recreational acreage that is part of the educational facilities of the Broward County School Board and is either leased by the local government ~~entity~~ for public recreational purposes or made available to the public by other agreement with the School Board. Since the School Board may, at some time in the future, choose to terminate the lease or other agreement and/or sell the property, the local land use plan must include

provisions for the replacement of the lost recreational land needed to meet the required parks standards within three (3) years.

3. Other private recreational acreage or open areas over ~~0.5~~ 0.25 acres that are zoned and deed restricted for open space use including a mixture of active and passive recreational facilities up to 100% of the total acreage may be counted~~.~~
4. ~~The entirety of the site that is recreational may be counted toward the acreage requirements,~~ provided the area does not exceed 3 acres per 1,000 residents sharing the facilities.
5. If the purchase of park land use is a joint venture of Broward County and a local government entity, the local government entity is entitled to its proportionate share of the acreage to apply towards the Community Parks requirements.

IMPLEMENTATION REGULATIONS & PROCEDURES

Development Review Requirements

The City's Unified Land Development Regulations set forth the procedures and criteria, consistent with the adopted goals, objectives and policies in the City's Land Use Plan, which constitute the City's Concurrency Management System. After the effective date of the Broward County Land Use Plan, the City may grant an application for a development permit consistent with the Broward County Land Use Plan, the City's certified land use plan and the City's Unified Land Development Regulations. See the City's Unified Land Development Regulations for more information on requirements.

Procedures for County Certification

In order for the Land Use Plan for the City of Wilton Manors to become the effective Land Use Plan for the City, it must be certified by the Broward County Planning Council.

The certification process is required by Broward County so as to establish a locally developed Land Use Plan that meets and/or exceeds the standards and requirements established by the County in the development of a countywide Land Use Plan. In order to be found in compliance, the local plans must meet the criteria established in the county planning process. This ensures the local enforcement, as well as implementation does not conflict with the county efforts. The basis for this certification process falls in the County Charter wherein the County establishes itself as the local planning authority with the responsibility of overseeing land use planning.
See the Broward County Land Use Plan for more information on the County Certification process.

Wilton Manors' Land Use Plan Amendment Procedures

The Land Use Plan may be amended by the Wilton Manors City Commission after conducting an analysis of the merits of the proposed change and holding public hearings on the matter in accordance with state and local requirements and providing for public input. The number of times the plan may be amended is limited to twice a year by State Law.

The City's Planning and Zoning Board, acting as the Local Planning Agency, shall hold an advertised public hearing prior to the City Commission's transmittal hearing and issue a recommendation to the City Commission. The City Commission shall hold a Transmittal Hearing prior to formally submitting the amendment. The City Commission shall hold adoption hearings in accordance with the City's adopted procedure for ordinances. Proposed amendments shall be available for review by the public prior to the public hearing. All public hearings shall be advertised consistent with the City's established procedure for public hearings and Property Rights Element.

Those land use amendments which are also subject to the review and approval by the county will be processed in the manner provided by the Broward County Charter and ~~Florida Local Government Comprehensive Planning and Land Development Regulation Act~~ Florida Community Planning Act, in conformance with the rules and regulations adopted by the

Broward County Planning Council within its "Administrative Rules Document" for the consideration of proposals for amendments to the Broward County Land Use Plan and the submittal of recommendations and proposals to the Broward County Commission. In order for the amended land use element to become effective, all amendments to the certified land use element must be re-certified by the Broward County Planning Council in accordance with the procedures set forth in its "Administrative Rules Document"

Local Land Development Regulations & Procedures

a. The Wilton Manors Land Use Plan shall be implemented by adoption and enforcement of appropriate development regulations on the development of lands and waters within the jurisdiction of the local government entity.
b. No public or private development may be permitted except in compliance with the certified Wilton Manors Land Use Plan.
c. A local government entity which does not have a land use plan certified by the Broward County Planning Council:
    i. May grant an application for a development permit, provided:
        1. The proposed development would be consistent with the Broward County Land Use Plan, and
        2. The proposed development would be in compliance with local land development regulations, and
        3. The development permit is granted in compliance with the "Development Review Requirements" subsection of the county plan or with local unified land development regulations which meet or exceed the requirements of said subsection.
    ii. May adopt unified land development regulations, a land development code, or amendments thereto which are consistent with the Broward County Land Use Plan.

iii. Shall transmit to the Broward County Planning Council for review, no less than forty-five (45) days prior to adoption, a copy of all proposed unified land development regulations, a land development code, or amendments thereto, and notice of all proposed changes of zoning districts.

d. A local government entity which ~~does have~~ has a land use plan certified by the Broward County Planning Council and is effective:

i. May grant an application for a development permit provided:

1. The proposed development would be consistent with the applicable certified land use plan, and
2. The proposed development would be in compliance with local Unified ~~land development regulations~~ Land Development Regulations, and
3. The development permit is granted in compliance with the "Development Review Requirements" subsection of the county plan or with local land development regulations which meet or exceed the requirements of said subsection.
4. May adopt unified land development regulations, a land development code or amendments thereto, and amend zoning districts consistent with its certified land use plan.

Monitoring & Enforcement Procedures for Wilton Manors Land Use Plan

a. The City shall prepare and transmit to the Broward County Planning Council the information listed below within time periods as specified. If no activity has occurred which would normally be reported, then no report will be issued by the City.

This information is required by the County for the purposes of monitoring compliance with the Broward County Land Use Plan and for maintaining current, countywide records of land development activities on which to base future planning. Information shall be transmitted, when necessary, in a format to be prescribed by the Broward County Planning Council.

i. A yearly summary regarding allocation of acreage proposed for commercial or residential uses within lands designated residential, Activity Center, or Commerce utilizing the flexibility provisions of the Broward County Land Use Plan and the certified Wilton Manors Land Use Plan as described within the Permitted Uses subsection of those plans.

Evaluation and Monitoring Procedures

In accordance with the State of Florida's Growth Management Legislation, the City of Wilton Manors has established a more formal program and procedure~~s~~ for monitoring and evaluating the implementation of the Plan. As a result, the City will be able to continue to prepare the State mandated Evaluation and Appraisal Review as well as continuously monitor and respond to changing conditions which affect and possibly adversely impact the City. At a minimum, the Evaluation and Appraisal Review will update base data and changes in State statutes and local conditions. Based upon the Evaluation and Appraisal Review, new or modified goals, objectives or policies and/or land use plan map amendments will be proposed to correct identified changes.

The following procedures address the specific requirements of the State of Florida's Growth Management Legislation. It is expected, however, that these requirements will be expanded upon and refined over time.

CITIZEN PARTICIPATION

In order to provide for and encourage public participation throughout its comprehensive planning process, the City of Wilton Manors will continue to require that any action considered which will amend the Comprehensive Plan as adopted will be conducted within a public hearing. This will be done so as to ensure that the public will have the opportunity to participate and comment either in person, through a representative, or in writing. Pursuant to the State of Florida's Growth Management Legislation, these procedures will ensure that the general public and private property owners will be informed and notified of all public meetings regarding the evaluation and appraisal report as well as amendments to the plan and kept adequately informed. These procedures for scheduling and advertising public hearings before the Local Planning Agency and the City Commission are outlined in the Plan Implementation Requirements component of this Comprehensive Plan and the City's adopted Code of Ordinances.

UPDATING BASELINE DATA

The City of Wilton Manors will review and update, as necessary, the base data contained within the Wilton Manors Land Use Plan during the evaluation and appraisal review. All data and analyses activities will be conducted in accordance with the requirements of the State of Florida's Growth Management Legislation. The major emphasis will be on updating the data and analysis sections directly supporting the goals, objectives and policies of the plan, such as the plan's population projections, analysis of the availability of public services and facilities, and the analysis of development that has occurred.

CONTINUOUS MONITORING

In order to ensure the successful long-term implementation of Wilton Manors' goals, objectives and policies, the City will monitor the plan on a continuous basis. In this regard, Wilton Manors will, prior to acting upon any proposed amendment, assess the individual and cumulative impacts of all proposed plan amendments to determine their degree of consistency with the adopted goals, objectives and policies of the City's Comprehensive Plan.



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

Goals, Objectives, and Policies

April 2026



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

GOALS OBJECTIVES AND POLICIES

~~Adopted June 22, 2021~~ April 2026

I. Future Land Use Element

Goals, Objectives and Policies

Introduction

The primary purpose of the Future Land Use Element is to create the physical framework of the City by establishing the classification, spatial distribution, relationship, balance, and density/intensity of land uses.

Pursuant to the requirements of the Broward County Charter the Future Land Use Element must be consistent with the *Broward County Land Use Plan*. Consistency is confirmed by certification of the City's Future Land Use Element with the County plan by the Broward County Planning Council.

Goal

To ensure that the City maintains viable and attractive residential areas with quality recreation and a balanced supply of commerce to meet the needs of the residents and other commercial and industrial activities and to ensure that quality new development, infill, redevelopment, revitalization, and reuse occurs in Wilton Manors.

Objective 1

Future development and redevelopment will be controlled through the adoption and enforcement of land development regulations.

Policy 1.1

Continue to review and amend the Unified Land Development Regulations as necessary to implement the adopted Comprehensive Plan as amended and, at a minimum, to:

a. Regulate the subdivision of land to ensure the general health, safety and welfare of the public is protected by evaluating the proposed land division against standards contained in the development codes.
b. Regulate the use of land consistent with this Element and ensure the compatibility of adjacent land uses through buffering provisions or setback requirements; and the proper design, buffering and location of solid waste and recycling containers.
c. Ensure that existing recreation, open space and conservation areas are preserved.
d. Regulate the size and placement of signage to ensure consistency with the City's character and ~~historic development and~~ with infill, redevelopment, revitalization, and reuse initiatives.
e. Ensure that development orders and permits shall not be issued which result in a reduction of the level of services for the affected public facilities below the Level of Service Standards adopted in this Comprehensive Plan.
f. Ensure that areas identified as being subject to seasonal and periodic flooding are addressed.

g. Ensure that prior to plat approval, the public facilities and services necessary to meet the Level of Service Standards established within the City's Comprehensive Plan will be available concurrent with the impacts of development, consistent with Chapter 163.3202(g) Florida Statutes and the Concurrency Management policies included within Objective 3 of the Capital Improvements Element.

h. Ensure that right-of-way sufficient to meet the requirements of the Broward County Trafficways Plan is conveyed to the public by deed, easement or other legal means at the time of plat recordation.

i. Ensure that the transportation corridors identified on the Broward County Trafficways Plan are protected by not issuing building permits or development orders for construction within identified rights-of-way.

j. Regulate the use of industrial land to minimize potential adverse impacts including noise, vibration, air pollution, glare, heat, solid waste, fire and explosion.

Policy 1.2

Residential development shall be consistent with the following density and intensity standards:

a. Low (5) Residential - up to 5.0 residential units per gross acre;

b. Low-Medium (10) Residential - 5.1 to 10.0 residential units per gross acre;

c. Medium (16) Residential - 10. 1 to 16.0 residential units per gross acre;

d. Medium-High (25) Residential - 16.1 to 25.0 residential units per gross acre;

e. Commercial –

a. Properties fronting Wilton Drive and within Arts and Entertainment Zoning District – maximum of 60 residential units per gross acre;

b. All other commercial areas shall have a maximum of 25 residential units per gross acre;

e. TOC-N, TOC-S, TOC-E, and TOC-W – maximum of 60 residential units per gross acre;

e. Double the maximum number of dwelling units for hotel units and Special Residential Facility Category (3) development shall count as one (1) dwelling unit per every two (2) sleeping rooms regardless of the number of kitchens or baths per gross acre. Special Residential Facility Category (3) is defined as (a) any housing facility licensed by the State of Florida for more than sixteen (16) non-elderly individuals who require treatment, care, rehabilitation or education. This includes individuals who are dependent children, physically disabled, developmentally disabled or individuals not overtly of harm to themselves or others; or (b) as any housing facility licensed by the State of Florida for more than eight (8) unrelated elderly individuals; or (c) governmentally subsidized housing facilities entirely devoted to care of the elderly, dependent children, the physically handicapped, developmentally disabled or individuals not overtly of harm to themselves others; or (d) any not-for-profit housing facility for unrelated elderly individuals; or (e) any housing facility which provides for a life-care environmental which is defined as a life-care environment shall include, but is not limited to, creation of a life estate in the facility itself and provision of off-site or on-site medical care.

Policy 1.3

Nonresidential development shall be consistent with the City's Unified Land Development Regulations for the applicable zoning district. following density and intensity standards:

a. Commercial: 50-foot maximum height and 15 percent minimum open space;
b. Industrial: 35-foot maximum height and 15 percent minimum open space;
c. Open Space and Recreation: maximum Floor Area Ratio of 0.10;
d. Community Facilities: 30-foot maximum height and 25 percent minimum open space.

These maximum intensity standards shall not preclude the City from its ability to authorize variances to its Unified Land Development Regulations to exceed these parameters due to unusual circumstances and unnecessary hardship, provided that no variance shall exceed standards by one story.

Policy 1.4
Continue to ensure the location and intensity of nonresidential uses are in accordance with the City's adopted Future Land Use Map, the Unified Land Development Regulations and the Zoning Ordinance of the City.

Policy 1.5
Continue to ensure the Unified Land Development Regulations address performance standards for:

a. buffering and open space requirements; and
b. the intensities of the use of the land.

Policy 1.6
All commercial developments requiring a development order shall meet the off-street parking and loading facilities requirements as established in the City's Unified Land Development Regulations.

Policy 1.7
The City shall periodically review the parking provisions in the Unified Land Development Regulations and amend as necessary to update provisions which address construction standards, location, design, configuration, dimension and number of parking spaces and screening in a manner that promotes safety, compatibility and aesthetics.

Policy 1.8
The City shall periodically review the parking regulations in the Unified Land Development Regulations and amend as necessary to allow for alternative parking considerations for new commercial and industrial development, infill, redevelopment, revitalization, and reuse projects in vital commercial and industrial areas.

Policy 1.9
Commercial uses as provided for in Policy 1.3 shall be further defined as neighborhood commercial or community commercial in the Unified Land Development Regulations within one year of certification.

Policy 1.10
The City shall continue to ensure the Unified Land Development Regulations provide for both the timely completion and regular maintenance of all required capital improvements and amenities.

Policy 1.11
Continue to ensure the Unified Land Development Regulations include provisions to exclude those applications deemed appropriate for exemption from the mandatory formal site plan review process, wherein all departments within the City and other applicable agencies are provided the opportunity to respond to pending developments, by the City.

Objective 2
Support, encourage and guide infill, redevelopment and revitalization activities in appropriate areas.

Policy 2.1
The redevelopment of residential neighborhoods shall be designed to include a more efficient system of internal circulation, including the provision of collector streets to feed the traffic onto arterial roads and highways.

Policy 2.2
Promote infill development through the provision of potable water and sanitary sewer service to those developed portions of Wilton Manors which are currently inadequately served.

Policy 2.3 4
The lands encompassed by the ~~Traditional Neighborhood District overlay~~ Urban Center Mixed Use zoning districts as defined by the City Commission ~~and the Powerline Road, Andrews Avenue, and Oakland Park Boulevard corridors~~ shall be target areas for the promotion of infill, redevelopment, revitalization and reuse activities.

Policy 2.4
The City shall continue to identify strategies and programs to encourage infill, redevelopment, revitalization, and reuse activities in appropriate areas of the City.

Policy 2.5
The City shall continue to implement, and amend as necessary, its affordable housing program.

Policy 2.6
The City shall encourage increased density within appropriate areas and ensure the impacts of the increased density are mitigated by increased investment in facilities and services.

Objective 3
The City shall continue to protect parks and natural resources of the City.

Policy 3.1
Continue to ensure that recreational development and enhancement of existing and future facilities are compatible with the surrounding environment and continue to apply the performance standards adopted in the applicable Unified Land Development Regulations of the City and all other jurisdictions.

Policy 3.2
The clearing of trees, other than the necessary minimum for site clearance and preparation, shall be controlled through implementation of the Broward County Tree Removal and Replacement program.

Policy 3.3
The developer/owner of any site shall be responsible for the on-site management of runoff in a manner so that post-development runoff rates, volumes and pollutant loads do not exceed pre-development conditions~~.~~ or limits established by the National Pollutant Discharge Elimination System (NPDES).

Policy 3.4
The City shall periodically evaluate the Unified Land Development Regulations and amend them as necessary to ensure adequate provisions are in place to limit activities which have the potential to contaminate water, soil, or natural resources, whether it be directly or indirectly.

Policy 3.5
Continue to protect groundwater quality through implementation of the City's Unified Land Development Regulations.

Policy 3.6
Continue to implement, and amend as necessary, the Unified Land Development Regulations intended to protect and enhance the City's rivers and marine resources identified on the Natural Resource Map Series of the Future Broward County Land Use Map Series.

Policy 3.7
Priority shall be given to water-dependent uses such as marine and public access to waterways, in decisions affecting waterfront property.

Policy 3.8
The City shall encourage the location of new boat ramps and other water-dependent uses in a manner which protects manatees in those areas which manatees frequent.

Policy 3.9
The City shall consider the potential impacts of land use plan amendments on wetland resources and strive to minimize those impacts to the extent feasible.

Policy 3.10
The City shall discourage land use plan map amendments for uses with the potential to cause aquifer contamination.

Objective 4
The City shall periodically assess, and amend as necessary, the Unified Land Development Regulations to incorporate innovative land development techniques and enhance the quality of development and redevelopment within the City.

Policy 4.1
Through its Unified Land Development Regulations, the City shall continue to encourage Mixed Use development, as appropriate, consistent with the Plan Implementation Requirements section of the City's Comprehensive Plan.

Policy 4.2
Innovative planning and similar techniques shall be used in conjunction with redevelopment activities as a means of increasing open space areas within the City.

Policy 4.3
Unified Land Development Regulations shall include provisions for the transfer of development rights which:

a. provide for the transfer of development rights from environmentally sensitive areas in order to protect and preserve same; and
b. provide for the transfer of development rights to encourage the development of and preservation of open space, whether it be public or private.

Policy 4.4
Encourage professional standards of architectural and urban design, site planning, and landscaping.

Policy 4.5
The City shall periodically evaluate the feasibility of amending the Unified Land Development Regulations to include architectural standards, and enhanced site planning and landscaping requirements for nonresidential development.

Policy 4.6
Continue to apply innovative planning techniques to development and redevelopment projects.

Policy 4.7
Through its Unified Land Development Regulations the City shall ensure that new housing developments are in keeping with the character of, or compatible with, the overall neighborhood character, as expressed through prevalent architectural style or other characteristics, where the preservation of such character is deemed desirable.

Policy 4.8
Continue to implement, and amend as necessary, the landscape provision of the Unified Land Development Regulations to ensure, at a minimum, the standards:

a. promote the maximization of open/green space through appropriate project design,
b. maximize the use of Florida Friendly landscaping, and other water conservation techniques,
c. require the provision of adequate sight distances, and
d. require maintenance of all on-site landscaping and prompt replacement of dead or diseased vegetation~~.~~, and
e. Sustainable landscape practices.

Policy 4.9
In accordance with the Unified Land Development Regulations, require that site lighting be provided in an aesthetically pleasing manner with illumination levels compatible with adjacent areas and designed to ensure safe movement of pedestrian and vehicular traffic and to promote security and crime prevention.

Policy 4.10
In accordance with the Unified Land Development Regulations, require development and redevelopment to incorporate Crime Prevention Through Environmental Design (CPTED) principles, including lighting, street design, natural surveillance, natural access control and territorial reinforcement.

Policy 4.11
The Unified Land Development Regulations shall encourage increased use of mixed densities and housing product types within a development to increase the diversity of housing choices.

Policy 4.12
Facilitate pedestrian and bicycle movement and increase the use of mass transit by using such measures as innovative site design and transportation-oriented design.

Policy 4.13
Ensure that City programs, and the permitted uses and development standards of the Unified Land Development Regulations, adequately address the housing needs of the City's diverse populations.

Policy 4.14
The City shall work with regional partners to provide affordable housing, and quantifiably treating affordable housing as infrastructure, to the extent that the cost of affordable housing is factored into proposed developments that create a need for affordable housing.

Policy 4.15
The City supports the principles of AARP's Livable Communities policy book and shall incorporate the principles into the ULDRs and other City documents as appropriate.

Objective 5

In accordance with Florida Statutes and the Broward County Land Use Plan, all development orders and permits for future development and redevelopment activities shall be issued only if public facilities subject to concurrency are in place or under construction within three years of building permit approval. Those facilities which are subject to concurrency requirements include public education facilities, transportation, recreation and open space, drainage and flood protection, potable water, sanitary sewer and solid waste. These facilities are required to meet adopted level of service standards identified in the Capital Improvements Element of this comprehensive plan.

Policy 5.1

The City shall continue to ensure its established review and approval process is in conformance with Florida's Community Planning Act, including Section 163.3180 Florida Statutes, as amended, and:

a. requires that facilities and services are available in accordance with the adopted Level of Service Standards; and
b. requires that facilities are available concurrent with the impacts of development, or that the development orders are conditioned upon the availability of the infrastructure necessary to serve the proposed development; and
c. requires that facilities that provide utility service to the land uses are authorized at the same time as the land uses are authorized.

Policy 5.2

Public facilities and utilities shall be subjected to an evaluation conducted under the City's direction prior to construction to:

a. maximize the efficiency of services provided;
b. minimize their cost;
c. minimize their impacts on the natural environment; and
d. consider utilizing US Green Building Council (USGBC) Leadership in Energy Efficient Design (LEED) criteria or other comparable certification program criteria.

Policy 5.3

Future industrial land uses shall be located with access to major transportation facilities including highways, airports, railroads, and seaports.

Policy 5. 4

The City shall consider the individual and cumulative impacts of proposed development on existing and planned local public services and facilities and regional roadway network taking into account the City's seasonal population and Broward County's tourist demands.

Policy 5.5

The City shall require that the highway capacity methodology endorsed by the Broward County Metropolitan Planning Organization and approved by the Broward County Board of County

Commissioners be used to determine the capacities and levels of service on the regional roadway network.

Policy 5.6
Regional and community facilities shall be located close to major transportation corridors and mass transit routes.

Policy 5.7
All development permits shall be reviewed for approval consistent with the City's Future Land Use Element and Plan Implementation Requirements section and with the Development Review Requirements subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan.

Policy 5.8
The City shall ensure that adequate police, fire and emergency medical services and facilities exist to serve current and future residents.

Policy 5.9
The City shall consider transit in designating any area as a redevelopment area.

Policy 5.10
The City shall review the consistency of land use plan map amendments with the City's water supply availability. The consistency finding shall address whether sufficient capacity is available or anticipated to be available to accommodate the projected population of proposed amendments.

Policy 5.11
The City shall coordinate review of land use plan map amendments with the City's potable water supplier, the City of Fort Lauderdale, to ensure that potential water usage needs are met.

Policy 5.12
The City shall promote the location of publicly supported services within walking distance of regional transit services.

Objective 6

The City shall continue to implement adopted land use programs that encourage the elimination or reduction of incompatible land use patterns and land uses that are inconsistent with any applicable interagency hazard mitigation report recommendations, and to ensure the compatibility of future development.

Policy 6.1
Expansion or reconstruction of land uses which are inconsistent with the Future Land Use Plan shall be prohibited.

Policy 6.2
The City's Future Land Use Plan shall ensure that commercial~~, industrial~~ and other non-residential Land Use Plan designations are located in a manner which facilitates their serving, but does not adversely impact, existing and designated residential areas or wellfield protection zones of influence.

Policy 6.3
The compatibility of existing and future land uses shall be a primary consideration in the review and approval of amendments to the City's Future Land Use Plan Map.

Policy 6.4
The City shall periodically review the Future Land Use Plan Map to identify any amendments necessary to ensure consistency with the City's vision and shall initiate the land use amendment process for those amendments.

Policy 6.5
The City shall continue to ensure the zoning of each land parcel within the City is consistent with its Future Land Use Designation with the exception of those parcels which have been identified for land use amendments as a result of Policy 6.4.

Policy 6.6
To allow both the public and private sectors to respond to changing conditions and permit the appropriate location of neighborhood commercial uses within or adjacent to established residential neighborhoods, the City's Future Land Use plan shall permit 5% of the area designated residential to be used for neighborhood commercial uses as identified and in accordance with this Plan and the rules established within the "Administrative Rules Document: Broward County Land Use Plan."

Policy 6.7
The City's Future Land Use Plan may decrease by 20% the lands designated "Commercial" on the City's Plan and "Commerce" on the Broward County Land Use Plan Map for residential use in accordance with the rules established within the "Administrative Rules Document: Broward County Land Use Plan" and the Chapter 163, Florida Statutes plan adoption and amendment process. The City's Land Use Plan must be certified by the Broward County Planning Council.

Policy 6.8
The City of Wilton Manors may rearrange the residential densities shown on the Broward County Land Use Plan within the City by utilizing "Flexibility units" and/or "redevelopment units" in accordance with the Broward County Land Use Plan and the rules established within the "Administrative Rules Document: Broward County Land Use Plan". The City's Land Use Plan must be certified by the Broward County Planning Council.

Policy 6.9

Continue to implement the Nonconforming Uses provisions of the City's Land Development Regulations.

Policy 6.10
The preservation and protection of stable residential areas shall be a major consideration in the review of commercial and industrial development proposals.

Policy 6.11
Periodically evaluate the buffering and setback requirements in the City's Unified Land Development Regulations and amend as necessary to ensure compatibility of adjacent uses.

Policy 6.12
Periodically amend the Unified Land Development Regulations as necessary to ensure appropriate use, setback, height and buffering requirements are in place to protect residential areas from disruptive land uses and nuisances consistent with sound planning principles.

Policy 6.13
Continue to ensure the Unified Land Development Regulations include enhanced buffering and landscaping requirements for commercial and industrial projects, particularly where they abut residential neighborhoods.

Policy 6.14
Continue to ensure that the Unified Land Development Regulations require commercial and industrial properties to be properly screened, provide adequate parking, include orderly traffic circulation patterns, and integrate appropriate design features to enhance safety, efficiency, and site appearance and mitigate the impacts of noise, traffic, odor, and glare.

Policy 6.15
Future planning decisions shall be coordinated with and consistent with established Hurricane Evacuation Plans of the South Florida Regional Planning Council and Broward County.

Policy 6.16
The City shall evaluate the feasibility of creating a hazard mitigation/post-disaster redevelopment plan. The plan, at a minimum, shall consider appropriate redevelopment for hazard prone areas including:

a. Infrastructure
b. Nonconforming uses
c. Densities
d. Land use patterns
e. Creation of a post-disaster continuity plan;
f. Assistance for businesses within the City; and
g. Reduction of building permit application fees for disaster resistant shutters, windows, and roof clips

Objective 7

Coordinate future land uses with topography and soil conditions to protect the City's water supply and minimize flooding problems.

Policy 7.1

The City shall continue to maintain an approval process that requires an assessment of topography concerns and soil conditions for all development orders.

Policy 7.2

Continue to ensure the Unified Land Development Regulations include provisions to regulate development on flood prone soils, as defined by the U.S. Soil Conservation Service, consistent with the criteria and mapping of the Federal Emergency Management Administration.

Policy 7.3

The City shall continue to require redevelopment within identified floodplains to address existing flooding problems.

Policy 7.4

Continue to ensure the Unified Land Development Regulations require public roads and parking lots to be designed consistent with the criteria of the South Florida Water Management District.

Objective 8

The City shall enforce the Property Maintenance Standards Code to eliminate deterioration of property and to maintain safe and sanitary conditions throughout the City.

Policy 8.1

Periodically evaluate the standards contained within the City's Property Maintenance Code, and amend as necessary to better serve the City's needs in meeting the objective.

Policy 8.2

Assess housing conditions in each neighborhood on a regular basis and identify deteriorating or dilapidated areas.

Policy 8.3

Continually inspect dilapidated and deteriorated areas for enhanced code enforcement activities and potential redevelopment opportunities.

Policy 8.4

Continue to enforce the County's minimum housing standards as set forth in the Florida Building Code.

Policy 8.5

Continue to link the licensing and regulation of residential rental units to compliance with Property Maintenance Standards.

Objective 9

Protect historic resources within the City from deterioration and/or loss.

Policy 9.1

Continue to designate historically, architecturally and archaeologically significant properties consistent with the standards and procedures established in the City's Unified Land Development Regulations.

Policy 9.2

Maintain a current list and map of historically, architecturally and archaeologically significant properties.

Policy 9.3

Continue to enforce the provisions in the City's Unified Land Development Regulations that address the protection of these historic resources.

Policy 9.4

The City shall consider the impacts of land use plan amendments on historic resources.

Policy 9.5

The City shall coordinate historic resource protection activities with applicable State and Federal laws ~~with the Broward County Historical Commission~~ and the City of Wilton Manors Historic Preservation Board.

Policy 9.6

The City shall periodically conduct assessment of units that are 50 years old or older, to determine their historical significance and ensure continued preservation of such structures.

Objective 10

The City of Wilton Manors shall support the Broward County School Board in ensuring that public education facilities operate at the adopted level of service and will be available to meet the current and future needs of the school population.

Policy 10.1

Public schools are considered community facilities and as such are permitted in the following land use categories:

a. Residential
b. Commercial
c. Community Facilities

d. Industrial

Policy 10.2
The City shall consider the individual and cumulative impacts of land use plan amendments on existing and planned public education facilities.

Policy 10.3
The City shall coordinate with the Broward County School Board to expedite development review for public education facilities proposed within the City.

Policy 10.4
The City shall coordinate with the Broward County School Board regarding long range planning by providing requested population projections and coordinating comprehensive planning activities.

Policy 10.5
The City shall consider the feasibility of collocating public facilities such as libraries, parks and community centers with public schools. Collocation of public schools with community facilities shall be considered when:

a. New or replacement schools are funded in the School Board's Capital Budget and are adjacent to other public facilities;
b. New public facilities are funded in the City's Capital Improvement Plan and can be located adjacent to public schools; and/or
c. Joint use projects are created and implemented.

Policy 10.6
The City of Wilton Manors shall review the consistency of land use plan amendments with the City's Public School Facilities Element. The consistency finding shall address whether sufficient capacity is available, or anticipated, to accommodate the projected student impact of the proposed amendments. As provided for within the Interlocal Agreement for Public School Facilities Planning (ILA), as may be amended from time to time, the School Board of Broward County shall advise the City regarding the projected student impact of proposed land use amendments and the availability of capacity at impacted schools.

Policy 10.7
The City shall abide by the requirements and responsibilities as set forth for municipalities in the Amended Interlocal Agreement for Public School Facility Planning.

Policy 10.8
The City shall continue to inform the Broward County School Board ~~of~~ and Planning and Zoning Board (local planning agency) decisions on comprehensive plan amendments, rezonings, or equivalents that may impact public education facilities.

Objective 11

The City of Wilton Manors shall support the State's efforts to reduce greenhouse gas emissions and to promote energy efficiency and conservation through the development and implementation of local policies and programs that are focused on resiliency and sustainability.

Policy 11.1

The City shall support energy efficiency, ~~and~~ the use of renewable energy resources, and the advancement of carbon-neutral practices in existing housing and in the design and construction of new housing. Efforts shall prioritize reducing greenhouse gas emissions and promoting sustainable, low-impact development.

Policy 11.2

The City shall continue to periodically review its Unified Land Development Regulations to identify any regulatory barriers to promoting green building ~~(e.g., prohibition of photovoltaic panels)~~ in conjunction with technological advances in green building techniques and equipment. Upon identification of regulatory barriers to said program, the City shall amend the Unified Land Development Regulations as necessary to support energy efficiency and the use of renewable energy resources while continuing to ensure compatibility and a high standard of development.

Policy 11.3

The City shall support residential and commercial construction that meets the intent of the City's Green Building Code within the Code or Ordinances.

Policy 11.4

The Community Development Services Department shall encourage residents, businesses, and developers to embrace low impact development practices including green buildings by providing readily-available information and resources to these parties. Information and resources may include how-to-guides or information on available funding sources for green development or energy efficient improvements (e.g., tax credits, low interest loans, grants).

Policy 11.5

The City shall continue to include incentives in its Unified Land Development Regulations (e.g., expedited review process) for constructing green-certified buildings or implementing low impact development practices as identified by the City of Wilton Manors.

Policy 11.6

The City shall continue to support the efforts of local utility providers to reduce energy and water consumption of residences and businesses in the City of Wilton Manors.

Policy 11.7

The City shall continue to support the existing Broward County Transit bus routes that service the City.

Policy 11.8

The City shall continue to provide a curbside recycling program.

Objective 12 Transit Oriented Corridor

The Transit Oriented Corridor (TOC) land use category shall facilitate mixed use development with access to transit stations or stops along existing and planned high performance transit service corridors designated in the Broward Comprehensive Plan Transportation Element, the Broward County Transit Master Plan, the Broward County Metropolitan Planning Organization's (MPO) Long Range Transportation Plan, Broward County Transit Development Plan, or locally adopted financially feasible transportation or transit plan.

Policy 12.1

Residential use is required as a principal component within a Transit Oriented Corridor. The location of residential uses shall be incorporated into a mixed use project or mixed use building with the location of residential uses. Exclusively residential buildings, not part of an overall mixed use project shall be discouraged unless supporting commercial and office is within 1000' linear feet. The TOC through implementing regulations or agreements shall ensure that an appropriate balance of residential and non-residential uses occur in a manner to support each other.

Policy 12.2

The designation of land to transit oriented corridor and the increase in residential density is part of a planned growth management strategy to stimulate pedestrian oriented live and work places in connection with planned public transit investment.

Policy 12.3

Additional or expanded stand alone automobile oriented uses such as: large surface parking lots, gas stations/auto repair/car washes; auto dealers; self/equipment storage; "big box"/warehouse; and drive-through facilities are discouraged unless designed in a manner to encourage pedestrian and transit usage or strategically located interiorly to the TOC preserving the streetscape and consistent with the design guidelines.

Policy 12.4

Development within the TOC shall ensure that all parcels of land have sidewalk connections leading to transit stops. Such connections shall be required as part of the Unified Land Development Regulations adopted to implement the TOC land use category. Street connections and sidewalk locations shall, at a minimum, be consistent with the design guidelines.

Policy 12.5

Public plazas, urban open space or green space/pocket parks uses that are accessible to the public shall be provided as an integrated component within the TOC. The location of such green areas shall be consistent with the required amount of Park and Recreation space identified in the permitted uses section of the land use plan. The design of such areas shall be reviewed through the site plan review process and consistent with the Unified Land Development Regulations

adopted to implement the TOC land use category and with the design established through the adopted design guidelines.

Policy 12.6
Consistent with the intent of a TOC land use category, design features shall be required that promotes and enhance pedestrian mobility, including connectivity to transit stops and stations. Such design elements shall include, but not be limited to the following:

- Integrated transit stops with shelter or station (within the TOC area);

- Pedestrian and bicycle paths ranging in width from 6 to 30 feet (or minimum width consistent with Federal ADA requirements) shall be required that minimize conflicts with motorized traffic and are adequately landscaped, shaded and provide opportunities for shelter from the elements;

- Buildings shall front the street with zero or minimal setbacks as required per the land development regulations adopted to implement the TOC land use category;

- Vehicle parking strategies shall be adopted that encourage and support transit usage (such as parking that does not front the street, shared parking, parking structures, maximum allowable parking and/or reduced parking ratios). The City shall provide, as part of the street master plan for on-street parking, and investigate opportunities for public/private partnerships for structured and other mechanisms for reducing vehicle parking requirements; and,

- Streets, both internal to and adjacent to the TOC shall be designed to discourage isolation and provide connectivity.

Policy 12.7
The City shall require, as part of the development review process internal pedestrian and transit amenities to promote alternative modes of transportation. These amenities shall include, but not be limited to: seating benches or planter ledges, shade, light fixtures, trash receptacles, information kiosks, and bicycle parking. Additional amenities incorporated into the street pattern shall include, but not be limited to: clocks, fountains, sculptures, drinking fountains, banners, flags and food and refreshment vendor areas. All such required amenities shall be reviewed as part of the land development review process and shall be consistent with the Unified Land Development Regulation adopted to implement the TOC land use category.

Policy 12.8
The City shall continue planning for build-out of the TOCs and integration of potential rail transit. Such planning shall include coordinating with Broward County to take advantage of the trafficway road sections provided for in the County's adopted alternative roadway design criteria.

Policy 12.9

Recognizing the goal of the TOC land use category is to promote transit usage and other methods of reducing single-occupancy vehicles upon overcapacity roadways, required transportation impact analysis shall consider the modal shift provided through the provision of transit and transit oriented design. In addition, the transportation impact analysis shall consider the effects of internal capture as applicable to transit oriented mixed use projects.

Policy 12.10
The City will continue to coordinate with the Utilities Department to ensure that adequate water and wastewater facilities are available for all future development.

Policy 12.11
The City shall provide monitoring of development activity and enforcement of permitted land use densities and intensities per the interlocal agreement between the City and Broward County Planning Council ~~required~~ BCPC.

Policy 12.12
It is the intent of the City to recognize and respect judicially acknowledged or constitutional protected private property rights. It is the intent of the City that all ordinances, regulations, and programs adopted pursuant to the TOC must be developed, promulgated, implemented and applied with sensitivity for private property rights and not be unduly restrictive, and property owners must be free from actions of others which would harm their property.

Policy 12.13
The City shall develop strategies for the TOC area which encourage the use of safe and convenient access to public transit terminals, sidewalks, and public parking areas.

Policy 12.14
Unified Land Development Regulations shall address transit accessibility in terms of relating bus stop locations to adjacent land uses, and to mitigate parking and other uses from negatively impacting transit and access to non-automotive modes. Criteria for a hierarchy of potential transit stops shall be developed and include the vehicle type intended to serve the facility.

Policy 12.15
Unified Land Development Regulations shall address internal access, including urban design, building placement and massing, block size, mix of uses, pedestrian circulation, and the provision of short- and long-term bicycle parking so as to promote transit.

Policy 12.16
Transit plans shall be coordinated with ongoing Florida East Coast Corridor (FECC) studies to ensure efficient planning and use of resources and provide for revisions to design standards after the studies are completed and locations for transit stops and infrastructure have been identified.

Policy 12.17

The Unified Land Development Regulations will be developed in a manner that encourages new residential development within the TOC to be allowed on reduced lot sizes, reduced parking ratios, zero lot lines, clustering and vertical integration of residential units with non-residential units. Residential density shall be distributed along the corridor consistent with the land development regulations.

Objective 12.1 Transit Oriented Corridor Land Use Category

Policy 12.1.1
The City shall maintain a Transit Oriented Corridor (TOC) designation located just west of the North Dixie Highway corridor to NE 15th Avenue and from the City limits to the north and the City limits to the south. Redevelopment and development of this area shall be guided with the approved TOC Design Guidelines. Nothing in this policy will impair or diminish the rights of existing landowners or their successors or assigns, to continue the use and enjoyment of their properties consistent with the land uses existing at the time of adoption of the TOC designation.

Within the TOC land use category, the following mix of uses shall be included within the designated land. Residential, Commercial and Industrial uses shall be the principal uses. In addition, the maximum intensity allowed within the TOC is as indicated below:

Hotel:	172 rooms
Residential Land Uses:	622 dwelling units*
Commercial Land Uses:	538,200 square feet
Industrial Land Use:	71,600 square feet
Rec. & Open Space	6.9 acres minimum
Transportation:	7.8 acres (FEC ROW/Train Station)

*Consisting of

High Rise:	382 units
Single Family:	30 units
Town Home:	44 units
Garden Apt:	72 units
Duplex:	84 units
Studio:	10 units

No more than 124 additional residential dwelling units shall be permitted within the TOC during the planning horizon of 2025. However, in the event that additional residential dwelling units are requested before the 2025 planning horizon, the City Commission will hear such request and determine if additional units are necessary to further the TOC. In no case shall development proceed before the necessary concurrency requirements have been addressed.

Nothing in this policy shall limit the ability to address future redevelopment needs in the planning horizon post 2025 or to expand existing public water and wastewater facilities. Total residential and non-residential development may be limited by available water supply and wastewater

treatment. The amount of development permitted within the TOC has been calibrated to match existing water and wastewater capacities and reflects a projected capacity of the existing public water and wastewater facilities. No more than 124 additional residential units shall be permitted unless it can be demonstrated that sufficient wastewater and water supplies are available or necessary upgrades are incorporated into the Capital Improvements Program and Element.

Within the TOC land use category, the maximum residential density shall be 60 residential units per gross acre. Intensity for each project shall be guided by the requirements set forth within the zoning district.

Policy 12.1.2
Residential development shall be designed to be integrated into the existing neighborhoods created through the implementation of the TOC. Compatibility and appropriate transitional design elements will be reviewed at time of site plan review, consistent with the Unified Land Development Regulations adopted to implement the TOC land use category. Such regulations and review shall ensure that existing industrial uses will not become incompatible with new development and that new development shall provide buffers and site design in light of the existing land uses and continue to protect areas that may be located within a wellfield protection zone. Single-family detached dwellings units may be permitted as part of an overall residential mixed-use project consistent with the adopted Unified Land Development Regulations.

Objective 12.2 Transit Oriented Corridor West
Policy 12.2.1
The TOC West designation shall apply to 117.8 acres generally located south of Oakland Park Boulevard, east of I-95 and west of NE 6th Avenue; and parcels to the west and east of North Andrews Avenue, south of Oakland Park Boulevard and north of the South Fork of the Middle River. Redevelopment and development within this area shall be subject to the approved TOC West Design Guidelines.

Within the TOC West land use category, the following mix of uses shall be included within the designated land. Residential, Commercial, and Community shall be the principal uses. In addition, the maximum intensity allowed within the TOC West is indicated below:

Residential Land Uses:	1,429*	
Commercial Land Uses:	697,000 SF	
Community Land Uses:	185,500 SF	
* Consisting of:	Single Family:	72 dwelling units
	Garden Apartments:	1,357 dwelling units

Nonresidential uses shall have a maximum FAR of 5.0. Nonresidential uses within a mixed-use development shall have a minimum FAR of 0.25 unless the City Commission finds that a lesser FAR is necessary to prevent a hardship due to site constraints. Single-family and garden apartment dwelling units may be substituted for dwelling units of another category (ex:

townhomes, mid-rise, etc.) provided that the substitution results in the same or lesser student generation using the County's adopted student generation rates.

Within the TOC-West land use category, the maximum residential density shall be 60 residential units per gross acre. Intensity for each project shall be guided by the requirements set forth within the zoning district.

Policy 12.2.2
The land development regulations will be developed in a manner that encourage new residential development within the TOC West to be allowed on reduced lot sizes, reduced parking ratios, zero lot lines, clustering and vertical integration of residential units with non-residential units. Residential density shall be distributed along the corridors consistent with the land development regulations.

Policy 12.2.3
New residential development shall be designed to be integrated into to the existing neighborhoods within the TOC West. Compatibility and appropriate transitional design elements will be reviewed at the time of site plan review, consistent with the land development regulations adopted to implement the TOC West land use category.

Policy 12.2.4
The land development regulations shall establish minimum onsite urban open space requirements within the TOC West.

Policy 12.2.5
Redevelopment of riverfront properties should incorporate the river as a component in onsite public open space. Examples include riverside parks, promenades and boat ramps.

Policy 12.2.6
The full width of the Middle River abutting a public riverside open space shall be included in the acreage of such open space within the City's open space inventory.

Policy 12.2.7
Inasmuch as an existing robust public transit system serves the needs of the TOC along Oakland Park Boulevard and Andrews Avenue, the City shall encourage use of the existing transit system within the TOC West, in lieu of the development of an internal transit system.

Policy 12.2.8
Future Trafficways planning shall occur in coordination with Broward County Transit and the Broward Metropolitan Planning Organization.

Policy 12.2.9
The southwest corner of the Andrews Avenue / Oakland Park intersection shall function as an activity node within the TOC.

Objective 13

Increase community resiliency through land use and built environment decisions.

Policy 13.1

The City shall encourage greener, more energy-efficient and climate resilient construction practices through the Green Building Code of the Code of Ordinances.

Policy 13.2

The City shall implement expedited permitting for photovoltaic systems to promote the use of solar energy.

Policy 13.3

The City shall implement expedited permitting for the installation of alternative fuel and electric vehicle charging infrastructure.

Policy 13.4

The City, shall continue to review and evaluate the zoning code, and Unified Land Development Regulations according to sustainable community development practices, such as those outlined in the criteria recommended by the United States Green Building Council's Leadership in Energy and Environmental Design for Neighborhood Development (LEED-ND) certification, the Smart Growth Principals developed by Smart Growth America, the case studies of the Urban Land Institute, or by application of a national rating system for local governments, such as the STAR Community Index ™ (STAR) and make recommendations on feasible revisions for incorporating increased sustainability.

Policy 13.5

An integral part of the City planning processes shall be considerations for adapting the built environment to the impacts of climate change including resource management, flood control and stormwater management, community development and capital planning. Adaptation strategy options may include but are not limited to: protection; accommodation; managed retreat; avoidance, and/or; other options.

Objective 14

Increase opportunities for the community to learn about and participate in decision-making processes regarding resiliency and climate change adaptation.

Policy 14.1

The City shall provide information to the public and community stakeholders about the current and potential impacts of climate change and sea level rise, as well as mitigation, protection, accommodation and adaptation strategies.

Policy 14.2
The City shall continue to support public education and outreach programs addressing issues including but not limited to: energy efficiency; water conservation; solid waste reduction and recycling; urban forests; native landscaping; air quality, greenhouse gas reduction, and climate change adaptation and response planning.

Objective 15
Incorporate the relevant objectives and policies of the Broward County Land Use Plan into the City's Future Land Use Element to facilitate certification of the City's Comprehensive Plan.

Policy 15.1
The Future Land Use Element includes by reference the following Objectives and Policies found elsewhere in the City's Comprehensive Plan:

a. Transportation Element Policies 1.1 and 5.1, and Objective 3
b. Housing Element Objective 1 and Policy 6.6
c. Infrastructure Element Objective 1.2, Policy 4.5.2, and Policies 3.1.3, 3.1.4
d. Coastal Management Element Objective 2, Objective 4, Objective 5 and Policy 4.4 ~~and Objective 5 and Policies~~ 5.1, 5.5, and 5.6
e. Conservation Element Objective 4 and Policy 4.4
f. Recreation and Open Space Element Objective 1 and Policies 1.1, ~~and~~ 5.1,and Policy 5.3
g. Intergovernmental Coordination Element Objective 1
h. Plan Implementation Requirements

Future Land Use Map
The adopted Future Land Use Map, FLU 2, depicts the future land uses and the major natural resources of the City of Wilton Manors and is located in the Data, Analysis, and Inventory of the Future Land Use Element.

The specific uses that are permitted within the various categories are identified in the Plan Implementation Requirements Section of the Comprehensive Plan. Following is a generalized listing of the permitted uses in the categories identified on the Future Land Use Map (Map 1.1).

Residential

"R-LD" Low Density	0 to 5.0 Dwelling units/acre
"R-L/MD" Low/Medium Density	5.1 to 10.0 Dwelling units/acre
"R-MD" Medium Density	10.1 to 16.0 Dwelling units/acre
"R-M/HD" Medium/High Density	16.1 to 25.0 Dwelling units/acre

Commercial
"C"
This category provides land area for commercial activities including retail sales, services, and offices.

Industrial
"I"
This category provides land area for industrial activities which involve the manufacturing, assemblage, and distribution of products, research and development, or other substantial employment based activities.

Recreation and Open Space
"OS"
This category is for areas which contain passive or active recreation areas.
The passive recreational areas would also be considered open spaces. This category includes both public and private recreational areas. The private recreational areas would be those under the ownership and control of an entity other than a government.

Community Facilities
"CF"
This category is used to designate land used for facilities which provide some form of service to the community whether it be public or semiprivate. This category includes public facilities such as public schools, government buildings, and hospitals and semiprivate facilities such as private schools, houses of worship (e.g., churches), clubs and cemeteries.

Water
"W"
This category is used to identify that portion of the north fork of the Middle River which is a primary drainage facility under the jurisdiction of the South Florida Water Management District.

Transit Oriented Corridor
This category allows for a mix of uses residential and non-residential uses within two main areas, TOC ~~East~~ in close proximity to the FEC Railroad and TOC West along Oakland Park Boulevard and Andrews Avenue.

The following categories are not currently applicable to the Future Land Use Map of Wilton Manors:

Historical Resources
There are no areas within the City that have been identified which meet this category as it is defined in Florida State Statutes 163. As such, this category is not included on the Existing Land Use Map or Future Land Use Map.

Agriculture
There are no agricultural areas located within the City. As such, this category is not included on the Existing Land Use Map or Future Land Use Map.

Conservation

The two areas in Wilton Manors that would best be identified under this category are Colohatchee Park and ~~Island City Park Preserve,~~ Stafford Park & Nature Preserve, both are City-owned and maintained parks. These areas are considered as open passive recreational space and are designated as Recreation and Open Space on the Existing Land Use Map and Future Land Use Map. For that reason this category is not included on the Existing Land Use Map or the Future Land Use Map.



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

TRANSPORTATION ELEMENT

GOALS OBJECTIVES AND POLICIES

~~**ADOPTED**~~

~~**February 9, 2021**~~ **April 2026**

Transportation Element

Goals, Objectives, and Policies

Goal

To maintain a safe, convenient, efficient, financially feasible and aesthetically pleasing multimodal transportation system that meets the mobility needs of the City's existing and future residents, businesses and community facilities, and furthers the City's goals of neighborhood stabilization and redevelopment.

Objective 1

The City shall continue to cooperate and coordinate with other governmental agencies to provide for a safe and efficient multimodal transportation system.

Monitoring and Evaluation:

- Monitor and participate in the transportation planning activities of Broward County, Florida Department of Transportation District IV, and other applicable transportation planning agencies.

Policy 1.1

The City shall continue to implement through the development review process the Unified Land Development Regulations which control the connections and access points of driveways and roads to roadways consistent with the Broward County Land Development Code and the Florida Department of Transportation (FDOT) Highway Access Manual, as appropriate.

Policy 1.2

The City shall amend the Unified Land Development Regulations as necessary to maintain consistency with Broward County and FDOT access standards as they may be revised from time to time.

Policy 1.3

The City shall continue to control on-site vehicular and pedestrian circulation, related signage and sight lines by implementation of the Unified Land Development Regulations through the development review process.

Policy 1.4

The City shall continue to require, through the Unified Land Development Regulations, that all new development and redevelopment provide a sufficient number of parking and loading spaces.

Policy 1.5
The City shall continue to ensure that the parking and on-site circulation standards in the Unified Land Development Regulations promote safety both on site and along adjacent roadways.

Policy 1.6
The Wilton Manors Police Department shall continue to investigate accidents involving motor vehicles, pedestrians, bicyclists and transit riders, and cooperate with the appropriate agencies to improve safety within the City.

Policy 1.7
The City shall cooperate with Broward County's Transportation System Management (TSM) strategies designed to improve system efficiency, such as improvements to road conditions and intersections, and computerized traffic signals.

Policy 1.8
The City shall continue to provide for the safety of pedestrians, bicyclists and motorists in neighborhoods served by local streets by conducting thorough analyses of traffic patterns, volumes and speeds in neighborhoods with identified problems and evaluating alternative traffic calming techniques for permanent implementation, consistent with the City of Wilton Manors Traffic Calming Management Manual.

Policy 1.9
The City shall continue to install traffic calming measures on local streets which satisfy the criteria adopted by the City Commission.

Policy 1.10
The City shall continue to implement the Unified Land Development Regulations that require installation of sidewalks adjacent to public streets for new development and redevelopment requiring plat or site plan approval.

Policy 1.11
The City shall inventory the existing pedestrian and bicycle network to identify and address missing links and unsafe conditions as needed.

Policy 1.12
The City shall support the bicycle and pedestrian safety program of Broward County to improve the safety of high frequency bicycle and pedestrian crash locations.

Policy 1.13
The City shall conduct an ongoing review of the Unified Land Development Regulations to ensure that standards for bicycle and pedestrian facilities remain consistent with the most current FDOT and Broward County safety standards.

Policy 1.14
The City shall continue to review for crime prevention through environmental design (CPTED) techniques for roadways, bikeways and pedestrian ways.

Policy 1.15
The City shall cooperate with Broward County's activities designed to promote public safety on the waterways within the City, such as boat speed limits and signage.

Policy 1.16
The City shall periodically inspect the condition of and access to City-owned boat ramps and make improvements as necessary to insure public safety.

Policy 1.17
The City of Wilton Manors shall ensure that its neighborhoods are well-connected to essential public goods and services (e.g., schools, grocery stores) by means other than the automobile. This shall be accomplished through the land development requirements, and/or other provisions that will result in the further development of bicycle paths, sidewalks, and greenways in the City of Wilton Manors.

Policy 1.18
The City shall purchase ultra-low emission vehicles for its fleet, as feasible and appropriate.

Objective 2
The City shall continue to cooperate and coordinate with other governmental agencies to provide for a convenient multimodal transportation network through increased transportation facility availability and mobility choices.

Policy 2.1
The City shall continue, through implementation of the Unified Land Development Regulations and cooperation with the Broward County Development Management Division, to ensure that all properties have access to roadways, consistent with adopted access management standards.

Policy 2.2
The City shall continue to cooperate with Broward County and FDOT to maintain and improve the hierarchy of roadways adopted as part of this Comprehensive Plan including the local roads which serve as access roads for private property.

Policy 2.3
Through its participation on various technical coordinating committees including the Metropolitan Planning Organization (MPO) and the Technical Advisory Committee (TAC) of the MPO the City shall encourage route extensions or modifications to improve the availability of transit service within the City, particularly along east-west roadways.

Policy 2.4
The City shall cooperate with Broward County Transit (BCT) to secure bus shelter easements and otherwise support and encourage the improvement of the amenities and route information at bus stops within the City.

Policy 2.5
The City shall continue to operate the Senior Transportation Services Program for the elderly and to cooperate with Broward County's Paratransit Program (TOPS!) to maintain and improve the access of the transportation disadvantaged within the City to transit services.

Policy 2.6
The City shall cooperate with Broward County and FDOT to ensure that road construction projects within the City continue to include sidewalks and bikeways, where feasible.

Policy 2.7
The City shall continue to coordinate with Broward County on bicycle facilities and provide~~s~~ for connections to and among public recreation and open space areas, educational facilities, public community facilities, business districts and transit stops.

Policy 2.8
The City shall cooperate with Broward County and adjacent cities in the development and implementation of the Broward County Greenways Master Plan in order to link greenways and blueways, to the extent feasible.

Policy 2.9
The City shall encourage the development of a transportation system that allows users to reach destinations by non-polluting modes of travel.

Objective 3
In accordance with Florida Statutes and the Broward County Land Use Plan, the City shall continue to coordinate the transportation system with the City's Future Land Use Map and land use planning activities to ensure that existing and proposed population densities, housing and employment patterns, and land uses are consistent with the transportation modes and services proposed to serve them and the established transportation Level of Service Standards. All development orders and permits for future development and redevelopment activities shall be issued only if transportation facilities subject to concurrency are in place or under construction within three years of building permit approval. These facilities are required to meet adopted level of service standards identified in the Capital Improvements Element of this comprehensive plan.

Policy 3.1
The City shall amend the Unified Land Development Regulations to establish that for purposes of permitting through the concurrency management system, new development and

redevelopment which would generate increased traffic impacts on the regional roadway network is subject to meeting the Level of Service standards of the regional roadway network and the Transportation Concurrency Management Area (TCMA) in which it is located and is subject to transportation impact fees adopted by Broward County.

Policy 3.2
For concurrency purposes, the City shall use the following level of service standards:

a. Local Streets: LOS C
b. Local Collectors (not including NE 15th/NE 16th Avenue): LOS D
c. NE 15th/NE 16th Avenue: LOS D+25 percent
d. State and County Collectors and Arterials: LOS D+75 percent

Policy 3.3
Within six months of adoption by Broward County of any amendments to the Transportation Element which modify the adopted Level of Service Standards for roadways or public transit which would apply to development within the City of Wilton Manors, the City shall initiate amendments to the City's Transportation Element and Unified Land Development Regulations to maintain consistency with County and FDOT standards.

Policy 3.4
The City shall support Broward County's efforts to improve mobility within the City by:
a. Providing information requested by the County regarding the type and amount of development approved and actually developed within the City;
b. Informing the County of public transit improvement needs within the City;
c. Assisting BCT in acquiring easements for bus shelters;
d. Cooperating with the County, through the concurrency management system, in acquiring contributions toward the cost of public transit infrastructure from developers, subject to platting or plat note amendments within the City.

Policy 3.5
The City shall continue to utilize standards established in the Unified Land Development Regulations related to minimum intensities and densities needed to support priority mass transit routes including commuter rail corridors.

Policy 3.6
The City shall continue to coordinate land uses with the transportation system by taking access to the transportation system into consideration when reviewing proposed amendments to the Future Land Use Map and Zoning Map, including the following guidelines:
a. Industrial uses shall be located with access to arterial roadways.
b. Commercial uses shall be located with access to arterial roadways or collectors.
c. Community facilities which serve the public shall be located with access to public transit.

d. Residential uses in the Low Density range shall be located with direct access to local streets or collectors.
e. Residential uses in the Medium Density range shall be located with access to minor arterials or collectors.
f. Residential uses in the Medium High Density range shall be located with adequate access to arterial roadways, public transit routes, and expressways, and shall not be located with direct access on local streets.

Policy 3.7
Through its representation on the MPO and as requested by Broward County, the City shall continue to cooperate with Broward County's implementation of strategies adopted in Policy T4.4.1 of the Broward County Transportation Element to facilitate local traffic to use alternatives to the SIS to protect its interregional and intrastate functions.

Policy 3.8
Through its representation on various technical committees, the City shall continue to support and cooperate with Broward County's implementation of transit-related improvements designed to facilitate local traffic to use alternatives to the SIS, including double-tracking of the South Florida Transportation Corridor parallel to I-95, improved service to Tri-Rail stations for City residents and employees, public education regarding public transit services, development of a bus rapid transit route along Powerline Road parallel to I-95 and support for the Tri-Rail Coastal Link.

Policy 3.9
The City shall monitor projects with de minimis impacts that are exempt from established levels of service.

Objective 4
The City shall establish plans and implement strategies to promote the use of bicycles and walking within the City.

Policy 4.1
The City shall continue to coordinate bicycle and pedestrian circulation within the City which is coordinated with the master recreation and open space plan and which prioritizes improvements and identifies funding mechanisms.

Policy 4.2
The City shall coordinate pedestrian and bikeways plans with adjacent municipalities and the County to ensure consistency and to provide for connections with other networks.

Policy 4.3
In developing pedestrian and bikeways plans, safety, continuity, connection to recreational areas, schools and other activity areas shall be major considerations.

Policy 4.4 ~~6~~
The City shall provide for enhanced pedestrian and bicyclist comfort and an aesthetically pleasing roadway network by continuing to enforce Unified Land Development Regulations which require the planting of street trees, subject to right-of-way availability.

Policy 4.5 ~~7~~
Through the development review process, the City shall continue to implement Unified Land Development Regulations which require that development/redevelopment projects provide for convenient and safe access for pedestrians and non-motorized vehicles and to encourage the provision of bicycle storage facilities where appropriate.

Policy 4.6 ~~8~~
The City shall continue to include secure bicycle storage facilities at City recreational and community facilities.

Objective 5
The City shall support the efforts of BCT to provide an efficient public transit system which serves existing and future land uses within the City, adjacent major trip generators and attractors, and the special needs of the transportation disadvantaged.

Policy 5.1
The City shall inform BCT of any significant trip generators or attractors or development serving the transportation disadvantaged within one month of site plan approval.

Policy 5.2
The City shall inform BCT of public transit amenity needs within the City, including benches, shelters, improved signage, lighting, trash receptacles, and accessibility at least semiannually.

Policy 5.3
The City shall continue to promote and assist in creating community awareness of the City's and County's paratransit services available within the City.

Policy 5.4
The City shall inform BCT of customer complaints regarding transit service within the City, including on-time performance, routes, safety, on-board conditions, and service availability at least quarterly.

Policy 5.5
The City shall cooperate with Broward County in its efforts to implement the Central Transportation Concurrency Management Area (TCMA).

Objective 6

The City's Unified Land Development Regulations shall provide for the availability and protection of existing and future rights-of-way from building encroachment as a part of the development review process.

Policy 6.1

The City shall continue to protect future rights-of-way from building encroachment by cooperating with Broward County in securing at the time of plat approval the dedication to the public of right-of-way for future trafficways as delineated on the Broward County Trafficways Plan as it may be amended from time to time to accommodate roadways, intersections, turn lanes, bicycle facilities, sidewalks, bus pullout bays, bus shelters, and roadway drainage facilities.

Policy 6.2

The City shall evaluate existing conditions and amend the Unified Land Development Regulations as needed to ensure that the established future right-of-way widths for local streets within the City are adequate and that their acquisition and protection are provided for through the development review process.

Policy 6.3

The City shall maintain standards in the Unified Land Development Regulations, consistent with those established in the Broward County Land Development Code, which provide for the protection of existing and future rights-of-way within the City delineated on the adopted Broward County Trafficways Plan.

Policy 6.4

The City shall, as part of the development review process, continue to protect the existing and adopted future rights-of-way through implementation of the setback and related criteria established in the Unified Land Development Regulations including development which is not subject to platting or site plan review.

Objective 7

The City shall coordinate its transportation system and transportation planning activities with the transportation plans and programs of other relevant entities.

Policy 7.1

The City of Wilton Manors shall continue to work with FDOT District IV, and Broward County, particularly through representation on the MPO and the T~~C~~AC, to ensure that the Florida Transportation Plan, the Florida Department of Transportation Adopted Work Program and the County's long-range transportation plans address the City's transportation needs.

Policy 7.2
The City shall continue to maintain interaction with FDOT, Broward County and other relevant agencies to ensure compatibility between State and County transportation plans and projects within or affecting the City and the City's redevelopment plans and adopted land use policies.

Policy 7.3
The City shall continue its participation with the MPO and support implementation of the multi modal 2040 Cost Feasible Plan through active interaction with the MPO and TAC representatives.

Policy 7.4
The City shall coordinate development and implementation of the bicycle and pedestrian ways master plan and the local roadway network with the County's 2040 Cost Feasible Plan, the County's Transit Development Plan, and the MPO's Complete Streets Master Plan.

Policy 7.5
The City shall actively pursue representation for small population cities on the TAC and MPO to expand the City's voice in transportation planning matters affecting Wilton Manors.

Policy 7.6
The City shall assist in coordinating transportation-related adaptation policies across jurisdictional boundaries and ensure consistency among broader planning and plan implementation efforts, specifically strategies preparing for sea level rise, such as increasing road surface elevation standards, subsurface stabilization, stormwater management and drainage, and adjustment of bridge heights to allow for navigation.



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

HOUSING ELEMENT

GOALS OBJECTIVES AND POLICIES

~~**ADOPTED**~~

~~**February 9, 2021**~~ **April 2026**

Housing Element

Goals, Objectives, and Policies

Goal

Promote a diverse choice of safe, sanitary, and affordable residences which satisfies the housing needs and desires of the citizens and adds to the aesthetic and environmental quality of the City.

Objective 1

The City shall continue to ensure that a variety of affordable housing opportunities is provided to meet the needs of current and anticipated future residents, including their income levels, lifestyles and special needs.

Policy 1.1

Conduct reviews every five (5) years of the City's Unified Land Development Regulations to ascertain their effectiveness in meeting the City's objective of housing diversity.

Policy 1.2

The City shall periodically review the Future Land Use Map and Zoning Map to ensure that a sufficient number of sites have been allocated at sufficient densities to accommodate the need for affordable housing.

Policy 1.3

Consistent with the Plan Implementation Requirements section of the City's Comprehensive Plan and the "Administrative Rules Document: Broward County Land Use Plan", the City may rearrange the residential densities shown on the City's Future Land Use Map utilizing "flexibility units" and/or "redevelopment units". The City shall continuously update the inventory of available "flexibility units".

Policy 1.4

The City shall provide ongoing review and amend the Unified Land Development Regulations and other development-related codes as needed to ensure that all development standards for residential-zoning districts, including those related to size, density and permitted uses, do not preclude construction of adequate housing units, including manufactured housing, to meet the need for affordable housing for very low, low, and moderate income households.

Policy 1.5

Consistent with the Florida Building Code, the Unified Land Development Regulations shall be amended as needed to include provisions for handicap accessibility designed to make all residential areas "barrier free" neighborhoods.

Policy 1.6

The City shall support Broward County's efforts to provide satisfactory living conditions for the homeless and its programs to assist the homeless in locating housing.

Policy 1.7
The City shall utilize funds from its Affordable Housing Trust to support the development of affordable housing units within the City.

Policy 1.8
Ensure that City programs, and the permitted uses and development standards of the Unified Land Development Regulations, adequately address the housing needs of the City's special needs populations, including those with disabilities, the homeless, those earning very low incomes, seasonal workers, the elderly, and those previously institutionalized for mental or health concerns.

Policy 1.9
The City shall work with regional partners to provide affordable housing, and quantifiably treating affordable housing as infrastructure, to the extent that the cost of affordable housing is factored into proposed developments that create a need for affordable housing.

Policy 1.10
The City shall locate affordable housing in areas that are accessible to employment centers, family support systems, shopping, public transportation and recreational facilities as a strategy to lower transportation costs and increase the available income to pay for housing.

Policy 1.11
The City shall support partnerships between public, private and non-profit entities that would create new affordable housing in the City through the utilization of affordable housing flex units or other available incentives as provided for in the Broward County Land Use Plan.

Policy 1.12
The City shall develop standards in its Unified Land Development Regulations which require an affordable housing component in all mixed-use projects.

Policy 1.13
The City's Unified Land Development Regulations shall continue to provide for a range of densities and housing product types to increase the diversity of housing choices and mix of income levels.

Policy 1.14
The City shall offset land costs and improve housing affordability through increased density within appropriate areas and ensure the impacts of the increased density are mitigated by increased investment in facilities and services.

Policy 1.15
Develop and implement programs and amend Unified Land Development Regulations as necessary to streamline the permitting process and minimize costs and delays for housing, especially affordable housing.

Objective 2

Eliminate substandard housing conditions and continue to improve the structural integrity of the existing housing stock.

Policy 2.1

The City shall periodically review the Property Maintenance standards of the City Code to determine its effectiveness in meeting the City's objectives of safe and sanitary housing.

Policy 2.2

Continue to enforce the County's minimum housing standards.

Policy 2.3

The City shall continue to alert property owners to substandard housing and premise conditions and issue violations with prescribed penalties to those who continue to violate the Code.

Policy 2.4

City shall continually determine the conditions of each neighborhood to determine the degree, if any, that deteriorating conditions are beginning to occur in a trend or pattern and identify, as appropriate, deteriorating or dilapidated areas.

Policy 2.5

Monitor those residential areas identified as deteriorating or dilapidated to determine appropriate actions, including expanded code enforcement, rehabilitation assistance, demolition and redevelopment.

Policy 2.6

Continue to administer the residential rental licensing program and continue to increase code enforcement activities.

Policy 2.7

Continue to participate in housing rehabilitation programs through the Broward County Housing Finance and Community Redevelopment Division.

Policy 2.8

Continue to utilize the Broward County Unsafe Structures Board and Minimum Housing Code for demolition and removal of structures determined to be unsafe.

Policy 2.9

The City shall revise, when necessary, the Property Maintenance Code to enable the City to expeditiously remove those units which present an unsafe and unsanitary condition to residents and businesses of the area.

Objective 3

Continue to improve the aesthetic quality of the City's residential areas.

Policy 3.1

Implement the City's adopted landscaping standards as well as the irrigation requirements necessary to preserve the useful and healthy life of vegetative materials.

Policy 3.2

Continue to implement the City's landscape provisions of the Unified Land Development Regulations that require native vegetation in new developments as existing conditions allow.

Policy 3.3

Provide assistance to neighborhoods wishing to develop homeowners' associations and neighborhood master plans.

Policy 3.4

The City shall periodically review the Unified Land Development Regulations to ensure that the site development standards and setback requirements are supportive of quality housing and residential neighborhoods.

Policy 3.5

The maintenance and enhancement of a quality residential environment shall be effected through the enforcement of housing standards established in the City's adopted development codes.

Policy 3.6

Assist homeowners in maintaining properties with various programs that the City has to offer.

Policy 3.7

Ensure that adequate infrastructure is provided in the City's residential neighborhoods including sidewalks, parks, storm drainage, and street lighting.

Objective 4

Continue to ensure adequate sites of residential character for the development of foster care facilities and group homes licensed or funded by the Florida Department of Children and Families (DCF).

Policy 4.1

The permitted location and size of foster care facilities and group homes licensed and funded by DCF shall be determined in accordance with Florida Statues Chapters 400 and 419.

Policy 4.2

Continue to implement local, regional, and State health and safety requirements established in the City's development codes that regulate the permitting and operation of foster care facilities and group homes.

Policy 4.3
The City shall amend the Unified Land Development Regulations as needed to include provisions for group homes and foster care facilities to meet the definition of community facilities.

Policy 4.4
The City shall evaluate the Unified Land Development Regulations as needed and amend where necessary to establish group home site development regulations and standards including location, amount of bedrooms, spacing, parking and buffering, to support community residential facilities as an alternative to institutionalization.

Objective 5
Identify and protect residential structures within the City determined to be of historical significance.

Policy 5.1
Consistent with Objective 9 of the Future Land Use Element, continue to utilize the City's Unified Land Development Regulations to protect any residential structures which are officially designated as historically significant.

Policy 5.2
The City shall periodically conduct assessment of units which are aged 50 years or older, to determine their historical significance and ensure continued preservation of such structures.

Policy 5.3
The City shall request a cultural resources assessment survey to locate and evaluate its historic structures prior to redevelopment and revitalization projects.

Objective 6
Improve the energy-efficiency of the existing and future housing stock in Wilton Manors by supporting land development and building practices and strategies that help to achieve this objective.

Policy 6.1
The City shall support energy efficiency and the use of renewable energy resources in existing housing and in the design and construction of new housing.

Policy 6.2
The Community Development Services Department shall encourage residents of the City to adopt energy and water efficient practices in their home, and collaborate with local water and energy providers in disseminating information materials to homeowners.

Policy 6.3
The City shall compile information and resources which would assist in encouraging residents to adopt conservation measures in the home.

Policy 6.4
The City shall make available to interested homeowners the advice of professional City staff concerning topics such as neighborhood enhancement programs to include, tree planting in the swales, tree matching programs, native plants and City administered sidewalk maintenance programs.

Policy 6.5
The City shall encourage support for residential construction that meets the intent of the City's Green Building Program - Article 170 of the City Code of Ordinances.

Policy 6.6
The City shall not prohibit the appropriate placement of photovoltaic panels. The City shall develop and adopt review criteria to establish the standards for photovoltaic panels as needed.



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

INFRASTRUCTURE ELEMENT

GOALS OBJECTIVES AND POLICIES

~~**ADOPTED**~~

~~**February 9, 2021**~~ **April 2026**

Infrastructure Element

Goals, Objectives, and Policies

Wastewater

Goal 1

To ensure the availability of adequate wastewater service to the residents and businesses within the City.

Objective 1.1

The City shall coordinate with the City of Fort Lauderdale to ensure that the adopted Level of Service Standards for wastewater flowage are maintained.

Policy 1.1.1

The City will continue to transmit its sewage to the City of Fort Lauderdale Wastewater Treatment Plant for treatment and disposal in compliance with the Large User Agreement.

Policy 1.1.2

Submit annually to the City of Fort Lauderdale projections of future demand for wastewater treatment services for the residents and businesses of Wilton Manors.

Policy 1.1.3

The City shall secure through its Large User Agreement with the City of Fort Lauderdale adequate wastewater treatment capacity to meet the projected demand of the City.

Policy 1.1.4

The City is undertaking a utilities master plan in 2019 which will review the City's wastewater system and identify deficiencies, capacity, and prepare an improvement plan for the overall system. Following completion of the master plan, any necessary changes needed for the Wastewater Sub-Element of the Comprehensive Plan and wastewater LOS shall be undertaken. Resiliency review of the wastewater system will also be included as part of the master plan.

Objective 1.2

The City shall maintain an adequate and efficient wastewater collection system within the City.

Policy 1.2.1

Conduct weekly inspections of the lift stations to ensure they are in proper working order.

Policy 1.2.2
Conduct monthly inspections of the wastewater collection system to ensure that it is in proper working order.

Policy 1.2.3
The Department of Utilities shall prepare an annual report on the condition of the sanitary sewer collection system with recommendations that prioritize repair and replacement.

Policy 1.2.4
A priority of the City is to eliminate wastewater system deficiencies which would impede the rehabilitation or redevelopment of blighted areas within the City.

Solid Waste

Goal 2
To ensure a sanitary environment through the safe and efficient disposal of solid wastes.

Objective 2.1
Continue in the support of Broward County to provide adequate facilities to safely dispose of the solid wastes generated by the people and businesses of the County.

Policy 2.1.1
Annually conduct public awareness campaigns to advise the residents of the City of the solid waste concerns and the need to effectively deal with this problem.

Policy 2.1.2
Meet with County officials on an as needed basis to coordinate the efforts of the solid waste disposal systems currently in place.

Policy 2.1.3
The City shall adopt the Level of Service Standards that have been developed and adopted by the County. Those LOS Standards are:

Land Use	LOS Standards
Residential	8.9 lbs. per unit per day
Factory/Warehouse	2 lbs. per 100 sq. ft. per day
Office Buildings	1 lb. per 100 sq. ft. per day
Retail/Service	4 lbs. per 100 sq. ft. per day
Supermarket	9 lbs. per 100 sq. ft. per day
Grade School	10 lbs. per room & ¼ lbs. per pupil per day
High School	8 lbs. per room & ¼ lbs. per pupil per day
Hospital	8 lbs. per bed per day

Land Use	LOS Standards
Nursing Home	3 lbs. per person per day
Hotel/Motel	3 lbs. per room per day

Source: Broward County Comprehensive Plan, Solid Waste Sub-Element, 2010

Objective 2.2

The City shall provide for efficient and routine waste collection services to the residents of the City.

Policy 2.2.1

The City shall monitor all citizen complaints generated by the service provided by the contracted hauler to evaluate the contractor's performance.

Policy 2.2.2

Provide twice weekly curb side pick up service for the elimination of trash and garbage.

Policy 2.2.3

Review every two years the Property Maintenance Standards of the City to ensure their adequacy in enforcing the removal of trash and garbage from private property.

Policy 2.2.4

Conduct monthly inspections of property to ensure that trash and garbage is not being accumulated.

Objective 2.3

The City will support the development and implementation of efficient, economical and environmentally sensitive solid waste collection and disposal systems.

Policy 2.3.1

The City shall continue to participate in the County-wide Resource Recovery and Landfill Facilities Program.

Policy 2.3.2

The City shall continue to participate in the formation of plans and programs to solve the disposal needs of the area.

Policy 2.3.3

The City shall, in coordination with County officials, support efforts to divert recyclables from the solid waste stream in order to comply with the Solid Waste Act of 1988, as amended.

Policy 2.3.4

The City shall discourage littering and illegal dumping by informing the public and by enforcing relevant laws, ordinances and codes and support all County efforts to do the same.

Objective 2.4

The City shall provide for the safe handling and disposal of hazardous materials.

Policy 2.4.1

The City shall review and amend as needed the appropriate City codes to require compliance with the standards and regulations of Broward County for the handling of hazardous materials, including their storage, shipment, use, transfer and disposal.

Policy 2.4.2

The City shall require that all City emergency personnel undergo annual training for the recognition and safe handling of hazardous wastes.

Policy 2.4.3

The City shall participate in regional programs which involve the training for safe handling of hazardous materials.

Drainage and Natural Groundwater Aquifer Recharge

Goal 3

To eliminate flooding concerns and protect the quality of estuarine systems and potable water sources.

Objective 3.1

The City shall amend as needed and implement the standards and criteria of the Unified Land Development Regulations to improve the drainage of the City and to preserve water quality.

Policy 3.1.1

The City will continue to require any new development or redevelopment to incorporate stormwater retention measures to provide on-site retention and treatment of the first inch of stormwater runoff in accordance with adopted Level of Service Standards.

Policy 3.1.2

The City shall continue to require adequate drainage improvements be developed in compliance with the adopted Level of Service Standards and minimum design criteria established in the Unified Land Development Regulations.

Policy 3.1.3

The City will cooperate with the water districts and other related agencies to ensure that new developments shall provide water storage capacity equal to that which existed under predevelopment conditions; and that the current drainage and stormwater management standards of South Florida Water Management District, the Broward County Department of Environmental Protection and Growth Management, and other regulatory agencies are

incorporated into the development codes of the City, as needed.

Policy 3.1.4
The City's land development code and regulations shall provide for the protection and creation of surface waters in conformance with State and South Florida Water Management District policies.

Policy 3.1.5
The City's adopted drainage Level of Service Standards shall be as follows:

Storm Sewers	Design flood frequency: 3-year recurrence interval consistent with FDOT design criteria
Buildings	Lowest habitable finished floor elevation above 100-year flood elevation
Roads	Right-of-way width up to 60 feet: 10-year, 24-hour flood elevation for road crown; Right-of-way width greater than 60 feet: ultimate curb edge of pavement: 10-year, 24-hour flood elevation
On-site storage	Retain first inch of runoff or 2 V2 inches x percentage impervious, whichever is greater
Off-site discharge	After retaining first inch of runoff, not to exceed inflow limit of SFWMD primary receiving canal or local conveyance system, whichever is less
Flood plain routing	Calculated flood elevations based on l0-year and 100-year return frequency rainfall 3-day duration shall not exceed corresponding elevation of 10-year "Flood Criteria Map" and "100 Year Flood Elevation Map
Water Quality	Meet state water quality standards as set forth in Florida Statutes

Policy 3.1.6
The City's Department of Emergency Management/Utilities shall prepare an annual report which provides a status assessment of the master drainage system and identifies and prioritizes any potential problems that may require repair or replacement.

Policy 3.1.7 ~~8~~
Continue to require developments to provide pre-treatment for stormwater runoff through grassy swales, wetlands filtration, ex-filtration trenches or other means consistent with the Best Management practices of the South Florida Water Management District and the adopted Level of Service Standards.

Policy 3.1.8
The City shall adhere to the National Pollution Discharge Elimination System – Municipal Separate Storm Sewer System (NPDES-MS4) Permit and shall implement the permit conditions including monitoring, reporting and improving stormwater management practices.

Potable Water

Goal 4
To ensure the availability of adequate and safe potable water supply sufficient to meet the demands of the residents and businesses within the City.

Objective 4.1
The City shall coordinate with the City of Fort Lauderdale to ensure that the adopted Level of Service Standards for potable water are maintained to meet the current and anticipated demands.

Policy 4.1.1
Consistent with the Large User Agreement and the Comprehensive Plan of the City of Fort Lauderdale, the service provider, the potable water daily average Level of Service Standards for the corresponding year shall be as follows:

130 gallons per capita per day

Objective 4.2
The City shall maintain an adequate and efficient potable water distribution system within the City.

Policy 4.2.1
The City shall coordinate monthly inspections of the water distribution system to ensure proper working order.

Policy 4.2.2
The City's Department of Emergency Management/Utilities shall prepare an annual report which provides a status assessment of the water distribution system and identifies any potential problems that may require repair or replacement along with a prioritization.

Policy 4.2.3
The City will install or require the installation of mains, laterals, and connections in accordance with standards acceptable to the City, County, and State, as well as American Water Works Association.

Policy 4.2.4
The City shall conduct monthly pressure flow checks to ensure that adequate pressures exist to provide water to fire hydrants for fire fighting purposes.

Policy 4.2.5
The City completed a utilities master plan in 2019 which reviewed the City's potable water system and identified deficiencies, capacity, and prepared an improvement plan for the overall system. Resiliency review of the potable water system was also included as part of the master plan.

Objective 4.3
The City shall establish criteria and standards to be adopted which serve as means to conserve water and reduce per capita consumption.

Policy 4.3.1
The City shall continue to administer and enforce its various water conservation efforts and coordinate with the City of Fort Lauderdale on their water conservation goals and programs.

Policy 4.3.2
The City shall continue to implement the Development Code requirements that water saving components be used in new construction, as well as consider emerging water conservation technologies and techniques.

Objective 4.4
The City will maintain a Water Supply Facilities Work Plan for a twenty (20) year planning period addressing water supply facilities necessary to serve existing and future development within the City's water service area.

Policy 4.4.1
The Water Supply Facilities Work Plan will be consistent with the potable water level-of-service standards established in Policy 4.1.1.

Policy 4.4.2
The City will coordinate with the South Florida Water Management District (SFWMD) related to updating the City's Water Supply Facilities Work Plan within 18 months after the SFWMD updates the *Lower East Coast Regional Water Supply Plan Update.*

Policy 4.4.3
When updating the Water Supply Facilities Work Plan, the City will seek alternative sources of water in order to meet projected demand increases as necessary.

Policy 4.4.4
The Water Supply Facilities Work Plan will be used to prioritize and coordinate the expansion and upgrade of facilities used to distribute potable water to meet future needs.

Policy 4.4.5
The City will establish and maintain, at a minimum, a current five-year schedule of capital improvements for the improvement, extension and/or increase in capacity of water facilities.

Objective 4.5
The City will work with its water provider, the City of Fort Lauderdale, to identify and utilize sources of water that can be used to meet existing and future needs when maintaining and updating the Water Supply Facilities Work Plan.

Policy 4.5.1
In conjunction with the South Florida Water Management District (SFWMD), the City of Fort Lauderdale, and other local governments, the City will seek the development of efficient, cost-effective, and technically feasible water sources that will supplement future demands, without causing adverse impacts to water quality, wetlands, and aquatic systems.

Policy 4.5.2
In coordination with the water supplier, the City will maximize the use of existing potable water facilities through the implementation of management techniques that can enhance a source of supply, sustain water resources and related natural systems, and/or optimize water supply yield. These techniques may include, but are not limited to, aquifer storage recovery, reclaimed water, system interconnects, water conservation/reuse, and Alternative Water Supply (AWS) projects.

Policy 4.5.3
The City's annual water consumption will be equal to or less than that share of the amount allocated under the District-issued consumptive use permit for the City's water supplier.

Policy 4.5.4
The City will participate in the implementation of the Florida Water Conservation Initiative, updates of the SFWMD's water supply assessments, and updates of the *Lower East Coast Regional Water Supply Plan* including the ~~2018~~ 2024 LECWSP approved on ~~November 8, 2018~~ September 12, 2024, to enable the City to design and implement an effective water supply plan.

Policy 4.5.5
Prior to approving a building permit for a change in use or density or its functional equivalent, the City shall consult with its water supplier, the City of Fort Lauderdale, to determine whether adequate water supplies will be available to serve the new development no later than the anticipated date of issuance of a certificate of occupancy or its functional equivalent by the City.

Objective 4.6

As part of the Water Supply Facilities Work Plan, the City shall develop a water conservation program in conjunction with its water supplier. The City has provided the following water conservation plan elements:

Policy 4.6.1

Limitation of lawn and ornamental irrigation hours. The City of Wilton Manors stipulates that all lawn and ornamental irrigation will be limited to the hours per Broward County Ordinance No. 91-8 as may be amended.

Policy 4.6.2

Use of Florida Friendly Landscape principles. The City of Wilton Manors ULDR Section 150-070 includes these principles through the use of drought tolerant landscape species, grouping of plant material by water requirements, the use of irrigation systems that conserve the use of potable and non-potable water supplies and restrictions of the amount of lawn areas. The ordinance requires Florida Friendly Landscape principals to be integrated in all landscaping for new construction.

Policy 4.6.3

Requirement of ultra-low volume plumbing in new construction. City of Wilton Manors relies upon Section 6 of the Broward County code which prohibits a City from enacting standards different from the South Florida Building Code relative to ultra-low volume plumbing standards.

Policy 4.6.4

Water conservation based rate structure. The City of Wilton Manors shall continue to utilize the water conservation based rate structure.

Policy 4.6.5

Leak Detection - The City of Wilton Manors has new water meters which include leak detection. In addition, the software associated with the drive-by meter reading system can detect leaks on the customer side of the meter. When flagged by the meter reading system, the customer is contacted about the potential for leaks allowing for leaks to be eliminate more quickly.

Policy 4.6.6

Rain Sensor Device Ordinance - The City of Wilton Manors ULDR Section 150-210(A), which contains provisions for the requirement of rain sensors on new irrigation systems.

Policy 4.6.7

Water Conservation Education Program. The City of Wilton Manors publishes a variety of brochures and literature, promoting water conservation that are available to members of the public upon request. The City also maintains an active public information campaign on water

conservation and restrictions on irrigation using Code Compliance Officers, and Police Officers. In addition, the City of Wilton Manors website (http://www.wiltomanors.com) includes water conservation information.

Policy 4.6.8
In conjunction with the City of Fort Lauderdale, the City's water provider, the City of Wilton Manors coordinates with the City on water conservation that includes water reduction goals, actions and funding requirements to achieve the goals and milestone dates for implementation of actions.

Policy 4.6.9
Water demand reduction. The City of Wilton Manors continues to implement water demand reduction programs

Goal 5
To implement and promote infrastructure sustainable practices city-wide and increase resiliency from potential impacts from climate change and sea level rise.

Objective 5.1
Promote and implement sustainable and environmentally efficient practices and technologies to conserve energy, water and other non-renewable and natural resources. Increase resiliency to the impacts of climate change through the review and implementation of mitigative infrastructure projects and policies.

Policy 5.1.1
In conjunction with other elements of this Comprehensive Plan, the City shall continue to utilize and implement the Green Building Program within the City Code.

Policy 5.1.2
The City shall continue to incorporate sustainable practices, as well as periodically evaluate new technologies and practices, into its daily operations regarding wastewater, solid waste, water and drainage and natural groundwater aquifer recharge.

Policy 5.1.3
The City shall encourage and/or require as appropriate, residents and business owners to incorporate sustainable practices into daily operations, including but not limited to:

a. Recycling;
b. Reducing consumption of natural resources; and
c. Using water and energy conservation practices and fixtures.

Policy 5.1.4
The City shall review and identify feasible regulations as needed that require new construction, redevelopment, additions, retrofits or modifications of property to incorporate porous

materials, reduce total impervious area, and employ other techniques to reduce run-off, capture and reuse rainwater.

Policy 5.1.5
The City shall conduct an assessment to identify public investments and infrastructure at risk from sea level rise and other climate change related impacts. Specifically, the City shall analyze vulnerability to facilities and services, including but not limited to: buildings; water and wastewater infrastructure, transmission lines and pumping stations; stormwater systems; roads, bridges, and all transportation and transit infrastructure; power generation facilities and power transmission infrastructure; critical infrastructure such as City Hall, police and fire stations.

Policy 5.1.6
The City shall coordinate with Broward County in improving the resiliency of existing water resources and water and wastewater infrastructure to climate change impacts, while improving energy efficiency and reducing greenhouse gas emissions.

Policy 5.1.7
The City shall consider the installation of backflow preventers on drainage systems that discharge to SFWMD or other drainage canals in coordination with the appropriate agencies.

Policy 5.1.8
The City shall consider additional stormwater drainage infrastructure necessary to accommodate projected increases in stormwater, including drainage wells, injection wells, swales, bioswales and other related structures.

Objective 5.2
Conserve and protect potable water resources by optimizing the utilization of water resources through effective water management practices.

Policy 5.2.1
The City shall maintain and improve land development code and other regulations that include: 1) water conservation-based irrigation requirements; 2) water conservation-based plant species requirements derived from the South Florida Water Management District's list of native species and other appropriate sources; 3) lawn watering restrictions; 4) mandatory use of high-efficiency water saving devices for substantial rehabilitation and new construction; and 5) other water conservation measures, as feasible.

Policy 5.2.2
The City shall promote education programs for residential, commercial and other uses which will discourage waste and conserve potable water.

Objective 5.3

Ensure resiliency of existing and future water resources, and water, wastewater and storm water transmission, disposal and treatment systems and infrastructure to the impacts of climate change and consider the development of adaptation for areas vulnerable to climate change-related impacts.

Policy 5.3.1

Coordinate with Broward County and SFWMD to assess the adequacy of water supply and water/wastewater facilities and infrastructure to effectively capture, store, treat, and distribute potable water and reuse under variable climate conditions, including changes in rainfall patterns, sea level rise, and flooding, with potential water quality and quantity impacts.

Policy 5.3.2

Coordinate adaptive management implementation strategies for water and wastewater resources that address the potential impacts of climate change for long term operations.

Policy 5.3.3

Evaluate cost/benefit analysis for implementing adaptive management strategies including; planning, siting, construction, replacement and maintenance of public infrastructure as well as fortification or retrofitting of existing infrastructure.

Policy 5.3.4

Work with the City's water supplier to develop water demand projection scenarios that account for potential changes in demands if temperatures increase and drought conditions become more frequent or persistent.

Policy 5.3.5

Work with Broward County to evaluate infiltration and inflow programs to strategically reduce the flow of groundwater and stormwater to wastewater collection and treatment facilities.



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

COASTAL MANAGEMENT ELEMENT

GOALS OBJECTIVES AND POLICIES

~~**ADOPTED**~~

~~**February 9, 2021**~~ **April 2026**

Coastal Management Element

Goals, Objectives, and Policies

Introduction
Although the City of Wilton Manors is not an ocean front community and does not contain any beach or dune habitat, and it does not front the Intracoastal Waterway (ICW), the City is required to prepare a Coastal Management Element in accordance with F.S. 380.24 due to its contiguity to waters of the State. The north and south forks of the Middle River, which are "waters of the state," encompass the City. The north and south forks of the Middle River are tidally influenced. Map CVN 4 City of Wilton Manors Water Bodies, found in the Conservation Element, depicts how the river encompasses the City.

Because of the City of Wilton Manors' unique situation in being deemed a Coastal Community without being adjacent to the Intracoastal Waterway or the Atlantic Ocean, many of the 163.378 F.S. objectives and policies are not applicable. The objectives not applicable are: 163.3178(2)(e), 163.3178(2)(f)5, 163.3178(2)(k) 163.3178(3) 163.3178(4) 163.3178(5) 163.3178(6) 163.3178(7).

Goal
To preserve, protect, and enhance the resources interrelated and dependent upon the coastal system and to protect human life and limit public expenditures in areas subject to destruction by natural disasters.

Objective 1
Improve estuarine environmental quality.

Policy 1.1
Continue to implement existing City and County legislation designed to control stormwater and sediment to reduce pollutants that can ultimately reach rivers and drainage canals.

Policy 1.2
Utilize the site plan review process to ensure that any proposed new development or redevelopment provides for the temporary storage or controlled flow of surface stormwaters so they are not directly introduced into the rivers.

Policy 1.3
The Unified Land Development Regulations shall require the protection, preservation, and improvement of water quality in accordance with the South Florida Water Management District's current *2018 Lower East Coast Water Supply Plan Update* recommendations and findings and as may be updated and amended.

Policy 1.4
Conduct annual inspections of the estuarine system to determine if new point sources have been introduced into the south and north branches of the Middle River.

Policy 1.5
Monitor construction and redevelopment activities with potential impact on estuarine systems to ensure compliance with federal, state and local environmental standards and permit requirements.

Policy 1.6
Continue ongoing street sweeping efforts as an effective measure to minimize stormwater pollutant runoff to surface waters.

Policy 1.7
Coordinate with local, County, Regional, State, and Federal agencies in the monitoring and regulating of developments either existing or proposed that may impact the estuarine water quality.

Policy 1.8
The City shall continue to review, adopt, as relevant, and implement plans prepared by other local, Regional, and State agencies, which are designed to protect and preserve the estuarine systems.

Policy 1.9
The City shall continue to prohibit the blowing of any grass clippings or leaf litter onto any stormwater management system, or body of water within the City.

Policy 1.10
Continue to implement the swale/drainage retention inspection program.

Policy 1.11
The City shall coordinate efforts and resource protection plans with the cities of Fort Lauderdale and Oakland Park, where possible, to protect shared portions of the Middle River.

Policy 1.12
The City shall cooperate and coordinate with the applicable agencies to assure that solid and hazardous wastes generated within the City are properly managed to protect the environment and adjacent waters. The City shall report any hazardous waste violation they may become aware of to the appropriate jurisdictional agency.

Policy 1.13
The City shall adhere to the National Pollution Discharge Elimination System – Municipal Separate Storm Sewer System (NPDES-MS4) Permit and shall implement the permit conditions including monitoring, reporting and improving stormwater management practices.

Objective 2
Protect, conserve, and enhance or establish natural areas, living marine resources, and wildlife habitats.

Policy 2.1
The City shall continue to implement the Unified Land Development Regulations landscape requirements which promote the preservation and planting of trees and vegetation adjacent to water bodies that are supportive of marine systems.

Policy 2.2
Cooperate with Broward County's manatee count to obtain estimates of the number of mammals countywide on a year-round and seasonal basis.

Policy 2.3
Continue to update the inventory of privately owned natural coastal areas within the City deemed desirable for public acquisition for preservation and continue to pursue funding for acquisition.

Policy 2.4
Improve the protection of upland habitat areas and maximize the interrelationships between wetland and upland components of the natural system through implementation of the Unified Land Development Regulations and cooperation with the County Environmental Protection and Growth Management Department.

Policy 2.5
Locate boat ramps, docks and other water-dependent uses in a manner that protects manatees in areas they are known to frequent and continue to enforce slow speed restrictions outlined in the Manatee Protection Zone.

Policy 2.6
Support the South Florida Regional Planning Council in its efforts to achieve an increased level of funds set aside for the acquisition, protection, restoration and maintenance of the Natural Resources of Regional Significance and suitable adjacent natural areas.

Policy 2.7
Educate the residents of Wilton Manors to achieve an increased awareness of the local natural system and of its significance with respect to the overall regional system.

Policy 2.8
Support the South Florida Regional Planning Council's efforts to enhance and preserve natural system values of South Florida's shorelines, estuaries, benthic communities, fisheries, and associated habitats, including but not limited to Florida Bay, Biscayne Bay, and the coral reef tract.

Policy 2.9
Continue to coordinate with South Florida Water Management District methods for removing hygrophila, and other aggressive weeds, from the City's waterways.

Policy 2.10
Further investigate the negative effects of hygrophila on the waterways and develop mitigation techniques in coordination with County and State agencies.

Objective 3
Minimize the impacts of shoreline erosion due to boat wakes and inappropriate seawall renovation and construction and protect public access to shorelines and water.

Policy 3.1
Continue to support the enforcement of the slow speed statutes in the Middle River to preserve the shoreline from unnecessary wave action which accelerates erosion.

Policy 3.2
Utilize the City's permitting and site plan review process to ensure that any maintenance, construction or reconstruction of private seawalls adheres to updated construction techniques and standards designed to limit adverse impacts to the estuarine system and the shoreline.

Policy 3.3
Continue to coordinate deepening programs for identified non-navigable canal areas with the South Florida Water Management District and other applicable regulatory agencies, where appropriate.

Policy 3.4
Continue to work with Broward County to promote the use of natural waterways for canoeists and naturalists through the County Greenways system, by:

a. Promoting the protection and enhancement of water quality and natural resources;

b. Continuing to create new low-impact access opportunities, such as additional boat ramps, canoe/kayak concessions along the River Trail surrounding Wilton Manors as recognized on the Broward County Greenways Master Plan.

Policy 3.5
Those public access areas including street ends, municipal parking facilities and municipal parks along and near the Middle River will be maintained or redesigned to provide greater public access to the water.

Objective 4
Continue to cooperate with the Broward County Emergency Management Division to maintain or reduce predicted hurricane evacuation times.

Policy 4.1
Provide data to the County annually regarding transit dependent evacuation needs of residents within the City.

Policy 4.2
Monitor and participate in, as appropriate, meetings of local and regional evacuation planning professionals.

Policy 4.3
Maintain a current inventory of Persons with Special Needs (PSN) within the City and coordinate with Broward County to inform them of evacuation transportation and shelter services available to them.

Policy 4.4
Coordinate future land use and transportation planning decisions with established Hurricane Evacuation Plans.

Policy 4.5
The City shall identify and evaluate potential incentives for retrofitting existing structures in nonvulnerable areas to reduce the number evacuated and the demand on available shelters.

Policy 4.6
The City shall cooperate with Broward County and the South Florida Regional Planning Council in their efforts to develop regulations and policies that will maintain or reduce current evacuation times for vulnerable areas.

Objective 5
Develop and implement post-disaster redevelopment plans and hazard mitigation land use controls and development regulations to reduce or eliminate the exposure of life and property to natural hazards within the City's boundaries.

Policy 5.1
The City shall consider the feasibility of developing and adopting a consistent post-disaster redevelopment plan for the City.

Policy 5.2
Participate in the review and update of the Broward County Enhanced Local Mitigation Strategy (ELMS) and adopt by resolution the ELMS as necessary. .

Policy 5.3
Compose and submit to the Broward County Emergency Management Division each year an updated mitigation project list from the City.

Policy 5.4
Continue to participate as a member of the County's Mitigation working group and Emergency Coordinating Council.

Policy 5.5
Post-disaster redevelopment shall distinguish between immediate repair and cleanup actions needed to protect public health and safety and long-term repair and redevelopment activities.

Policy 5.6
Post-disaster redevelopment shall address the removal, relocation, or structural modification of damaged infrastructure, consistent with the City's Land Development Regulations and federal funding provisions.

Policy 5.7
The City shall maintain consistency with the program policies of the National Flood Insurance Program (NFIP) administered by the Federal Emergency Management Administration (FEMA) and shall monitor new cost effective programs for minimizing flood damage. Such programs may include modifications in construction setback requirements or other site design techniques, as well as upgraded building and construction techniques. The City's adopted flood protection regulations shall be amended as necessitated by changes in FEMA regulations. Encourage Wilton Manors to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency

Management Agency to achieve flood insurance premium discounts for their residents.

Policy 5.8
The City shall be consistent with, or more stringent than, the flood resistant requirements of the Florida Building code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.

Policy 5.9
The City shall consider hazard mitigation initiatives when determining capital improvement expenditures.

Policy 5.10
The City shall continue to update its Comprehensive Emergency Management Plan in order to be prepared for, respond to, and recover from potential hazard.

Policy 5.11
The City shall continue to communicate and collaboratively plan with other local, regional, state and federal agencies on emergency preparedness and disaster management strategies including incorporating climate change impacts into updates of local mitigation plans, water management plans, shelter placement and capacity, review of major trafficways and evacuation routes, and cost analysis of post disaster redevelopment strategies.

Policy 5.12
The City shall consider the public health consequences of climate change, such as extreme temperatures and vector-borne diseases, and take steps to build capacity to respond to or support other agency responders.

Policy5.13
The City shall ensure that its code compliance process continues to identify and require the removal and/or rehabilitation of structures that are a hazard to the public health, safety and welfare.

Policy 5.14
Post disaster redevelopment shall evaluate future options for damaged public facilities; such options shall include but not be limited to abandonment, repair in place, relocation or reconstruction with structural modification. The City shall consider these options based on the following considerations:

1. Construction and maintenance costs;
2. Recurring damages;
3. Impacts on the environment;
4. Consistency with Federal or State funding provisions;
5. Considerations of structural integrity and safety;
6. Consistency with the Secretary of Interior's Guidelines for Rehabilitation for any structure deemed historic according to the National Register of Historic Places, when applicable; and
7. Vulnerability to projected sea level rise and future flood hazard.

Policy 5.15
Post-Disaster Redevelopment Planning shall include analysis and recommendations on hazard mitigation options including projects for inclusion on the Local Mitigation Strategy list and other appropriate policies and procedures.

Policy 5.16
The City shall consider the feasibility and benefits of pursing acquisition, should funding become available, of structures which have suffered repeated damage to pilings, foundations, or load-bearing walls due to storms or storm surge.

Objective 6

The City shall direct population concentrations away from and limit the type of uses in the predicted Coastal High Hazard Area (CHHA) and ensure development is consistent with the City's Comprehensive Emergency Management Plan, Local Mitigation Strategy, and the National Flood Insurance Program.

Policy 6.1
The Coastal High Hazard Area shall be defined pursuant to Chapter 163.3178(2)(h) F.S as the area below the elevation of the category 1 storm surge line as established by a Sea, Lakes, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Policy 6.2
The City shall limit future public expenditure for new infrastructure which will subsidize growth within the Coastal High Hazard Area; expenditures for restoration and maintenance are exempt from these limitations and expenditures for the enhancement and protection of natural resources or for public land acquisition is encouraged.

Policy 6.3
Objective 6 and Policy 6.2 above shall not be implemented in such a way as to preclude the City's plans to improve drainage facilities or reconfigure streets in order to provide adequate infrastructure to serve the Future Land Use Plan development pattern, adapt to climate change, or development for which rights were vested prior to enactment of this Plan.

Policy 6.4
Consideration for the relocation, mitigation or replacement of any of the existing infrastructure in the Coastal High Hazard Area, as may be deemed appropriate by the City, shall be coordinated with the state when state funding is anticipated to be needed for implementation of the project.

Policy 6.5
The City shall assess the value of all structures in the Coastal High Hazard Area and the utility of the land for public access, and evaluate the potential for acquisition, relocation, or other appropriate measures in line with fiscal constraints when post disaster opportunities arise.

Policy 6.6
Projected rise in sea level shall be taken into consideration in the design of all infrastructure.

Policy 6.7
When state funding is anticipated to be needed for the relocation, mitigation, or replacement of existing infrastructure in the Coastal High Hazard Area, the City shall consider the feasibility and benefits of pursing such actions should funding become available.

Policy 6.8
The City shall include coordination with the City emergency management officials when making land use decisions, capital improvements, and creating other planning initiatives. City planners shall consider the recommendations of the adopted Enhanced Local Mitigation Strategy or other adopted emergency plans and applicable existing interagency hazard mitigation reports, as deemed appropriate into planning programs.

Objective 7
The City shall provide for appropriate use and protection of known historic structures through the site plan review process.

Policy 7.1
The City shall coordinate historic resource protection activities, procedures and programs with applicable County, state and federal laws, policies and guidelines.

Policy 7.2
A list of historic resources shall be continually updated as information becomes available.

Policy 7.3
Historic resources and their environments should be included and protected in public acquisition programs for recreation, open space and conservation.

Objective 8
The City shall plan for and prepare for the impacts of sea level rise.

Policy 8.1
The City shall support the efforts of state environmental and planning agencies to jointly develop, assess, and recommend a suite of planning tools and climate change adaptation strategies for local municipalities to maximize opportunities to protect coastal resources from the impacts of sea level rise.

Policy 8.2
The City shall continue to review updated mapping studies to aid in identifying areas of the City most vulnerable to sea level rise, tidal flooding, and other impacts of climate change.

Policy 8.3
The City shall continue to review the best available data and designate areas that are at increased risk of flooding due to, or exacerbated by, sea level rise over the next 50 years, and work to make these areas more climate resilient by discouraging density increases and encouraging the use of adaptation and mitigation strategies.

Policy 8.4
The City shall continue to review and implement available data that is applicable to the City from governmental entities such as the Regional Climate Compact or the County that identifies development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.

Policy 8.5
The City shall ensure adequate planning and response for emergency management in the context of climate change by maximizing the resilience and self-sufficiency of, and providing access to, public structures, schools, hospitals and other shelters and critical facilities.

Policy 8.6
The City shall continue to communicate and collaboratively plan with other local, regional, state and federal agencies on emergency preparedness and disaster management strategies including incorporating climate change impacts into updates of local mitigation plans, water management plans, shelter placement and capacity, review of major trafficways and evacuation routes, and cost analysis of post disaster redevelopment strategies.

Policy 8.7
The City shall utilize and take into consideration the sea level rise projections adopted by the SE Regional Climate Compact when making 10, 20 and 30 year infrastructure decisions. The following shall be considered when deciding on future public expenditures:

1. Construction and maintenance costs;
2. Potential for recurring damages;
3. Impacts on the environment;
4. Consistency with Federal or State funding provisions;
5. Considerations of structural integrity and safety; and
6. Vulnerability to projected sea level rise and future flood hazard.

Policy 8.8
Utilizing the sea level projections adopted by the SE Regional Climate Compact, the Town shall look at the low, medium and high projection curves at 10, 25 and 50 year spans and continue to utilize updated maps as they become available identifying areas at risk of inundation or high risk of flood or surge impacts.

Policy 8.9
In response to changing conditions, when necessitated, the City shall adopt enhanced flood protection standards such as increased free board, enhanced standards for tracking substantial improvements, establishment of a minimum base flood elevation, the utilization of the Broward 100-Year Flood Map, and seawall height minimum standards.

Policy 8.10
In response to changing conditions the City shall consider capital improvements options such as:

- Elevating roads and critical infrastructure;
- Relocating critical infrastructure;
- Stormwater and infrastructure improvements; or
- Floodproofing vital facilities.

Policy 8.11
Projected rise in sea level shall be taken into consideration in the design, maintenance and repair of all infrastructure.

Policy 8.12
To reduce future flood losses and claims made under the flood insurance policies issued in the City and to improve community resiliency, the City will coordinate with Broward County to determine and adopt appropriate minimum floor elevations; minimum crown of road elevations; and optimal seawall heights and deadlines for retrofitting to those heights; based on projected conditions from sea level rise.

Policy 8.13
The City shall consider the most current and credible sea level rise data when planning long term infrastructure and capital improvement expenditures and land use amendments in areas less than 4 feet in elevation and consider the resilience and survivability of buildings and infrastructure to tropical storms, hurricanes, storm surge or other potential hazards.

Policy 8.14
The City will, prior to approving land use plan amendments, determine how the proposed development will be served by adequate storm water management and drainage facilities and what the projected impacts of sea level rise are for the next 20 and 40 years.

Policy 8.15
The City will include in the Capital Improvements Plan a program to install and maintain tide control valves on all City owned and maintained outfalls terminating in tidal waters.



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

CONSERVATION ELEMENT

GOALS OBJECTIVES AND POLICIES

~~ADOPTED~~ UPDATED

~~February 9, 2021~~ April 2026

Conservation Element

Goals, Objectives, and Policies

Goal

To conserve, manage, use and protect the natural and environmental resources of the City of Wilton Manors ensuring continued resource availability and environmental quality.

Objective 1

Maintain the best possible air quality, meeting or exceeding state and federal air quality standards.

Policy 1.1

The City of Wilton Manors shall continue to coordinate and cooperate with Broward County, the MPO, the South Florida Regional Planning Council and other agencies relating to the development of efficient and effective transit systems to reduce vehicle miles traveled and related emissions.

Policy 1.2

The City of Wilton Manors shall strictly enforce the adopted landscaping standards to ensure the preservation and restoration of native vegetation, to promote substrate stabilization, to filter air pollutants, and to produce oxygen.

Policy 1.3

The City of Wilton Manors shall enforce all adopted measures to contain and stabilize exposed or destabilized soil surfaces at construction sites to prevent erosion and the degradation of ambient air quality through the generation of dust particles.

Policy 1.4

The City of Wilton Manors shall continue to coordinate and cooperate with Federal, State and County agencies on implementing air pollution control regulations and remediation measures.

Policy 1.5

The City of Wilton Manors shall continue to evaluate and amend as needed the Unified Land Development Regulations to adopt specific standards and strategies-such as allowances for electric car charging stations that address greenhouse gas emissions, energy efficient housing, and overall energy conservation.

Policy 1.6

As the replacement of municipal vehicles is scheduled, the City of Wilton Manors shall consider the availability of replacement with low emission or fuel efficient vehicles.

Policy 1.7
The City of Wilton Manors shall provide educational materials and promote recycling to enhance the efficiency of curbside pick-up, and reduce the materials being sent to landfills to reduce methane production from landfills.

Policy 1.8
The City of Wilton Manors shall encourage the diversion from landfills of materials that are recyclable when issuing construction demolition permits.

Policy 1.9
The City will annually review existing air quality reports and confer with the FDEP on the source(s) of air quality violations and the proper abatement methods. If needed, coordinate with the FDEP in their efforts to enforce clean air standards.

Objective 2
Secure provision of potable water in sufficient quantity and quality to meet present and projected needs, commensurate with sustainable demand.

Policy 2.1
The City will conserve water by enforcing Florida Friendly principles incorporated in the adopted landscape ordinance.

Policy 2.2
The City will cooperate with Broward County and the South Florida Water Management District on the implementation of water demand management policies and programs.

Policy 2.3
The City will encourage the use of high efficiency toilets, showerheads, faucets, clothes washers and dishwashers that are Energy Star rated and WaterSense certified in all new or retrofitted residential and commercial projects.

Policy 2.4
The City will cooperate with the South Florida Water Management District and other agencies, municipalities and service providers to conserve water resources in emergencies and during declared water shortages, as well as year-round conservation rules.

Policy 2.5
The City shall support the efforts of the County and neighboring municipalities in the protection of wellfield areas.

Policy 2.6
The City of Wilton Manors shall participate in the development of conservation programs contained in the Regional Water Supply Plan in conjunction with the South Florida Water Management District.

Policy 2.7
The City of Wilton Manors shall continue its efforts to publicize and encourage water conservation.

Policy 2.8
The City of Wilton Manors shall assess projected water needs and sources for the long-range planning period by creating and maintaining a Water Supply Facilities Work Plan with a minimum 10-year planning horizon. Future water supply planning shall emphasize the efficient use of water resources and where possible and financially feasible, utilize alternative water sources.

Policy 2.9
The City of Wilton Manors shall continue to implement and enforce a Water Conservation Plan which includes utilization of Florida Friendly landscaping principals, rain sensor devices and pressure controls and will be updated periodically through the City's Water Supply Facilities Work Plan.

Policy 2.10
The City of Wilton Manors shall conduct routine, ongoing maintenance on the public lands irrigation system and continuously calibrate the City's irrigation pumps, and incorporate water saving features as a component of the maintenance program.

Policy 2.11
When source water is available, the City of Wilton Manors shall support the use of reclaimed water for irrigation and other uses, with the goal of reducing demands on the Biscayne Aquifer.

Policy 2.12
The City of Wilton Manors shall participate in the development of the Regional Water Supply Plan in conjunction with the South Florida Water Management District.

Objective 3
Assure that generation, storage, transport and disposal of wastes in Wilton Manors is managed with the best available technology to protect environmental quality.

Policy 3.1
The City of Wilton Manors shall cooperate with appropriate public agencies to assure that solid and hazardous wastes within the City of Wilton Manors, are properly regulated and managed to protect the environment.

Policy 3.2
The City of Wilton Manors shall report any hazardous waste violation they may become aware of to the appropriate jurisdictional agency.

Policy 3.3
The City of Wilton Manors shall coordinate with Broward County and the state to encourage the development of effective strategies to improve the area-wide Solid Waste Management Program to include more innovative solid and hazardous waste management technologies to save energy, produce renewable energy and effectively manage hazardous waste.

Policy 3.4
The City of Wilton Manors shall continue to support County and State-sponsored Amnesty Days to collect hazardous wastes; and shall evaluate the need for scheduling local Amnesty Days.

Policy 3.5
The City of Wilton Manors shall continue to provide public information regarding household hazardous wastes, the proper methods of their disposal and alternative nonhazardous substitutes in cooperation with schools, news media, and civic organizations, and in conjunction with Amnesty Day awareness programs.

Objective 4
Conserve and protect the remaining natural systems of Wilton Manors, including minerals, soils and native vegetative communities, in recognition of the inherent values of these areas left in their natural state, through appropriate land use designation and regulation.

Policy 4.1
The City of Wilton Manors shall continue to review, and amend as needed, the Unified Land Development Regulations to ensure the conservation and protection of wetlands and waterbodies, conservation areas and environmentally sensitive areas, and the oolite limestone bed within the City.

Policy 4.2
Compliance with approved permits with other local governments, state, federal and private plans and programs for conservation of natural resources shall be incorporated into the City of Wilton Manors planning process.

Policy 4.3
Protect and conserve the natural functions of existing soils, fisheries, waterbodies and floodplains through enforcement of existing local, and support for the state and federal regulations designed to protect and conserve these functions.

Policy 4.4
The City of Wilton Manors shall distribute land uses in a manner that avoids or minimizes, to the greatest degree practicable, negative effects and impacts on wetlands and lands identified by Broward County as Environmentally Sensitive Lands.

Policy 4.5
The City of Wilton Manors shall require all development projects to adhere to measures to contain and stabilize exposed or destabilized soil surfaces at construction sites to prevent erosion and sediment run-off.

Policy 4.6
The City of Wilton Manors shall adhere to the National Pollution Discharge Elimination System-Municipal Separate Storm Sewer System (NPDES-MS4) Permit and shall implement the permit conditions and reporting requirements.

Objective 5
Preserve areas of significant environmental and public value including fisheries, wildlife habitat and marine habitat, through appropriate land use designations and regulations.

Policy 5.1
The City of Wilton Manors shall continue to cooperate with adjacent municipalities and Broward County to preserve and protect natural resources, natural areas and vegetative communities.

Policy 5.2
The City of Wilton Manors shall support state and federal laws for the protection of endangered and threatened species and significant plant and animal habitat, as well as:

1. Champion trees as recognized by Florida Department of Agriculture;
2. Historic trees as recognized by Broward County; and
3. Protected Natural Lands as recognized by Broward County

Policy 5.3
The City of Wilton Manors shall support ongoing education programs about native plant and listed species and the diversity of natural communities.

Policy 5.4
The City of Wilton Manors shall protect existing natural areas and environmental preserves identified in the Recreation and Open Space Element through the site planning approval process.

Objective 6
Ensure that development activities mitigate adverse ecological changes or actually improve previously degraded environmental conditions.

Policy 6.1
The City of Wilton Manors shall require site plan review of all proposed development or redevelopment to prevent unnecessary destruction or inappropriate use of existing natural resources and natural sites.

Policy 6.2
The City of Wilton Manors shall enforce the adopted landscaping standards which require the preservation of existing natural growth, the removal of invasive, exotic plant species and the promotion of native plant materials usage. These standards shall contain limitations, restoration and mitigation measures to compensate for the loss of native vegetation and define stabilization measures for areas impacted by development.

Policy 6.3
The City of Wilton Manors shall use the best available technical criteria and information for the formulation of regulations and ordinances to ensure that future development is compatible with the functions of existing natural systems and resources conservation.

Policy 6.4
The City of Wilton Manors shall support the Broward County Tree Preservation Ordinance requiring the owner/applicant to remove all Class I and II invasive exotic vegetation, as recognized by the Florida Exotic Pest Plant Council, from the subject site as a condition for new development or re-development.

Objective 7
Assure the maintenance and preservation of trees within City of Wilton Manors, through continued maintenance of trees within the City properties, and the site plan review process for new development and redevelopment.

Policy 7.1
The City of Wilton Manors shall encourage that native trees be preserved during development or redevelopment.

Policy 7.2
The City of Wilton Manors shall continue to implement the scheduled maintenance plan for the effective removal of invasive vegetation on City lands. This program shall include monitoring and plans for re-vegetation.

Policy 7.3
The City of Wilton Manors shall encourage and educate the public in the planting and maintenance of trees.

Policy 7.4
The City of Wilton Manors shall coordinate with and encourage the efforts of Broward Beautiful, Naturescape Broward, Keep America Beautiful and other similar programs or organizations as appropriate.

Policy 7.5
The City of Wilton Manors shall continue to support the Broward County Tree Preservation Ordinance and City landscape regulations as a part of development and redevelopment.

Policy 7.6
The City of Wilton Manors shall continue to install street trees and install landscaping on public lands.

Policy 7.7
The City shall explore and report on feasible options to increase the number of new street trees planted with a target increase of tree canopy coverage by at least a 20% between 2020 and 2025.

Policy 7.8
Provide continued beautification, including landscape installation, of streets, rights-of-way and public open spaces and facilities within the City of Wilton Manors through grant applications or other funding sources. Applicable local, state, federal and private funding sources will be pursued and used to support projects.

Policy 7.9
The City of Wilton Manors shall ensure resources continue to be allocated toward the maintenance and protection of existing, and the installation of new street trees on public lands.

Objective 8
Protect wetland habitat and functions through appropriate land use designations and regulations.

Policy 8.1
The City of Wilton Manors shall require proper landscape buffering between wetlands and designated conservation areas, and land uses that negatively impact these conservation ecosystems.

Policy 8.2
As a condition of development approval, when applicable, the City of Wilton Manors shall require approval from all applicable external agencies regarding the protection of wetland habitat.

Policy 8.3
Future land uses that are incompatible with the protection or conservation of wetlands and wetland functions shall be directed away from wetlands. Where unavoidable incompatible land uses are allowed to occur, mitigation shall be considered as one means to compensate for loss of wetland functions.

Policy 8.4
Wetlands and submerged lands shall be used for purposes which are compatible with their natural values and functions, and the City Unified Land Development Regulations shall be revised where warranted to provide these areas with the maximum possible protection.

Objective 9

Protect floodplain and floodplain functions through appropriate land use regulations, and stormwater management and maintenance.

Policy 9.1

The City of Wilton Manors shall provide for open space as a part of the requirements for all development and redevelopment. No land shall be developed, used or occupied such that the amount of open space on the parcel proposed for development is less than the required open space established by City ordinance unless mitigative measures are provided.

Policy 9.2

Through maintenance and regulations, the City of Wilton Manors shall protect the natural floodplain functions by keeping swales and drainage ditches clear of debris to ensure water flow, and by reporting the dumping of materials to the appropriate agency.

Policy 9.3

The City of Wilton Manors shall explore the benefits of participation in the National Flood Insurance Program's Community Rating System.

Policy 9.4

The City of Wilton Manors shall maintain consistency with program policies of the National Flood Insurance Program and shall monitor new cost effective programs for minimizing flood damage and floodplain protection, and require development be consistent with, or more stringent, than the flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44C.F.R. part 60.

Objective 10

Increase community resiliency by conserving energy, managing stormwater and preserving the urban tree canopy.

Policy 10.1

To reduce heat island effect and encourage carbon sequestration, the City of Wilton Manors shall continue to maintain and enhance its tree canopy through such efforts as implementation and periodic updates of the Unified Land Development Regulations, urban forestry grants, and other actions.

Policy 10.2

The City of Wilton Manors shall provide educational materials on the strategic placement of landscape materials to reduce energy consumption.

Policy 10.3

The City of Wilton Manors shall explore the potential to obtain funding sources to perform a tree canopy study to document tree canopy and extent.

Policy 10.4
The City of Wilton Manors shall encourage and accommodate the use of reflective roofing and green roofs to contribute to reduced heat island effect and enhanced stormwater management.

Policy 10.5
The City of Wilton Manors shall encourage and accommodate the use of green infrastructure and Low Impact Development (LID) when proposed and shall review and amend the Unified Land Development Regulations to provide accommodation for LID and other green infrastructure as needed.

Policy 10.6
The City of Wilton Manors shall continue to review the Unified Land Development Regulations provisions to identify means to reduce the amount of impervious coverage and increase the permeability of surface drainage and amend the code where feasible.

Policy 10.7
The City of Wilton Manors shall continue to maintain pedestrian and bicycle facilities and the efficiency of the roadway system throughout the City of Wilton Manors in order to promote energy conservation.

Policy 10.8
The City shall develop programs and tools to support the expansion and the use of solar energy systems on all new construction and retrofitting of existing buildings.

Policy 10.9
The City of Wilton Manors shall cooperate with the South Florida Water Management District and Broward County in the evaluation of stormwater management operations in the context of sea level rise to improve the ability of these systems to adapt.

Policy 10.10
The City of Wilton Manors shall support the efforts of State, regional and County environmental and planning agencies to jointly develop, assess, and recommend a suite of planning tools and adaptation strategies for local municipalities to maximize opportunities to adapt and protect from the impacts of climate change.

Policy 10.11
The City of Wilton Manors shall provide educational materials to residents and business owners on the cost and environmental effects of automobile idling.

Policy 10.12
The City of Wilton Manors shall continue to identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies and implement these techniques and best practices.



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

RECREATION AND OPEN SPACE ELEMENT

GOALS OBJECTIVES AND POLICIES

~~**ADOPTED**~~

~~**February 9, 2021**~~ **April 2026**

Recreation and Open Space Element

Goals, Objectives and Policies

Goal

To provide active and passive recreational opportunities that strive~~s~~ to meet the needs of all age groups and abilities and enhance~~s~~ the overall economic, social, and environmental qualities and characteristics of the City of Wilton Manors.

Objective 1

Establish and implement Level of Service Standards (LOS) for parks and recreation that will meet or exceed the recreation and open space requirement for residents of the City.

Policy 1.1

The City shall adopt and maintain a level of service standard for parks and recreation of 4.25 acres per 1,000 persons residing in the City. The area used to satisfy the LOS standard must be owned by a public entity and made available to the public for their use. If a recreational facility is removed from public use and a deficiency is created, the City must replace this lost recreational land within three years from the date of removal.

Policy 1.2

Maintain an open space land use designation on that portion of the Middle River Urban River Trail within the City and include the river in the calculations of available open space for determining existing level of service for recreation and open space.

Policy 1.3

The City shall continue to utilize the 2010 city-wide master plan of parks, passive open space and recreational lands in determining park and recreation needs of the City. The City shall revise the 2010 City-wide Master Plan every 10-years or as necessary.

Policy 1.4

Wilton Drive, in particular, shall be studied and labeled as a priority area of the City for complete streets/multimodal transportation.

Policy 1.5

Annually update and evaluate the inventory of land potentially available for land acquisition, for economic, social and environmental use.

Policy 1.6

Continue to identify and pursue funding sources available for park land acquisition.

Policy 1.7
Continue efforts to acquire park land, consistent with the master plan, to maintain the adopted LOS while attempting to increase the inventory of dry public open space available to the City's residents.

Policy 1.8
The City shall continue to maintain in the Unified Land Development Regulations including the definitions, criteria, and standards, consistent with the adopted LOS Standards, for the dedication of land for parks and recreation and the provision of open space within any public, private, or joint enterprise development proposed for approval.

Policy 1.9
The City shall consider acquiring and accepting land donations to address economic need criteria.

- The park acres facilitates revenue-generating opportunities.
- Park space promotes current or future employment.
- Added open space indirectly creates or sustains jobs.
- The space attracts new residents.
- Increased park acres attract new businesses.
- The new open space increases business and tax revenues.
- The added space optimizes operations and maintenance costs.

Policy 1.10
The City shall consider acquiring and accepting land donations to address environmental need criteria.

- Park acres space improves water quality of both surface and ground water.
- The added park space contributes toward a net carbon sink.
- Added park acres enhances, preserves, promotes or adds biological diversity.
- The park acres help preserve social, cultural, historical sustainability.
- Increasing park acres promote regional community services.
- Expanding park acres supports an interconnected fusion of other ecological areas of natural habitats.

Policy 1.11
The City shall consider acquiring and accepting land donations to address social need criteria.

- The space improves the neighborhood.
- The space improves social and physical mobility through multi-modal connectivity – auto, transit, bike, and pedestrians.
- The space encourages the health and fitness of residents and visitors.
- Open space provides relief from urban congestion and stressors such as social confrontation, noise pollution, and air pollution.
- The space provides relief from urban congestion and stressors such as social confrontation, noise pollution and air pollution.

- The space provides places for formal and informal social gathering, art, performances, and community or civic events.
- The space provides opportunities for individual, group, passive and active recreation.
- The space facilitates shared experiences among different groups of people.
- The space attracts diverse populations.
- The space promotes creative and constructive social interaction.

Objective 2

The City shall provide and maintain diverse public recreational facilities geographically distributed as equitably as possible throughout the City to meet the recreational requirements of the residents.

Policy 2.1

In acquiring and developing park land, the City shall give priority to ensuring that every residential area is within a straight line distance of one half mile of a park.

Policy 2.2

City shall continue to review the diverse needs of the residents on an on-going basis.

Objective 3

In order to maximize the recreational facilities available to residents, utilize other facilities, both public and private, for recreational use to supplement those provided to meet the City's LOS Standards.

Policy 3.1

Encourage the part-time use of non-recreational public and private civic facilities for recreational or leisure time functions.

Policy 3.2

When determined to be safe, encourage the use of publicly held non-recreational lands, such as canal and vacated railroad rights-of-way, for recreational purposes.

Policy 3.3

Coordinate publicly sponsored recreational amenities with those supplied by the private sector.

Policy 3.4

The City shall continue to pursue joint agreements with Broward County, the Broward County School Board and adjacent cities which will encourage shared responsibilities and commitment for the development of recreational facilities.

Policy 3.5
The City should pursue reviewing their agreement with the School Board of Broward County to continue sharing the programming and maintenance responsibilities of Wilton Manors Elementary School.

Objective 4
The City shall maintain and improve the quality of its parks, recreational facilities and programs.

Policy 4.1
Monitor comments that are registered with the City concerning the quality of the recreational facilities and respond as needed and/or required by City administrative policies.

Policy 4.2
Monitor comments that are registered with the City concerning the manner in which the recreational facilities were prepared for scheduled athletic events.

Policy 4.3
Conduct ~~daily~~ inspections as necessary of the recreational facilities to determine the level of general cleanliness and maintenance needs.

Policy 4.4
The City shall ensure that passive recreational facilities, furniture or displays such as walkways, equipment, exterior furniture, benches, tables, interpretive display trails and wildlife observation areas are provided in public parks within the City.

Policy 4.5
During the site plan review process pertaining to modifications to existing or approval of future developments, the City's staff shall ensure that adequate open space is provided and buffers are created to protect natural and coastal resources or outdoor recreational activities and facilities from adverse impacts that may result from uses or activities occurring on adjacent lands. Protection techniques shall include but not be limited to dense landscaping, walls, setbacks, shading, berms, and restrictions on the proximity of incompatible uses.

Policy 4.6
The impact on existing and potential recreational areas shall be considered in reviewing the location of proposed electrical power facilities and communication towers.

Objective 5
The City shall ensure that public access is available to all parks, open space, and recreational facilities, including water resources and events.

Policy 5.1
The City shall preserve public access to all city owned recreational sites by deed restricting the parcel which provides the access or through the adoption of restrictive zoning classifications.

Policy 5.2
The City shall seek to link all public parks, community centers, and schools within the City with separate bikeway corridors where feasible, preferably constructed within environmentally sensitive lands, outdoor recreational areas, or in easements constructed with native vegetation for shading purposes.

Policy 5.3
The City shall ensure that all City-owned natural areas, environmental preserves, parks and recreational facilities continue to be accessible by all motorized and non-motorized means of transportation and provide access and recreational opportunities to handicapped residents in accordance with ADA standards and Florida Statutes.



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

INTERGOVERNMENTAL COORDINATION ELEMENT

GOALS OBJECTIVES AND POLICIES

~~ADOPTED~~ UPDATED

~~February 9, 2021~~ April 2026

Intergovernmental Coordination Element

Goals, Objectives, and Policies

Goal

The establishment of an active participation in activities and procedures which facilitate communication and cooperation with other governmental agencies and private agencies to enhance the quality of life, ensure efficient service delivery, promote responsible development and redevelopment, and protect the natural environment.

Objective 1

Coordinate the Comprehensive Plan including proposed plan amendments with the plans of adjacent cities, Broward County, the Broward County School Board, the South Florida Regional Planning Council (SFRPC), the South Florida plan Management District (SFWMD) and the state comprehensive plan to ensure consistency and compatibility and to avoid conflicts.

Policy 1.1

The City shall review and comment on the plans and proposed plan amendments of adjacent municipalities, Broward County, the Broward County School Board, the Florida Department of Transportation (FDOT), the Broward County Metropolitan Planning Organization (MPO), the SFWMD and the SFRPC, as they are prepared and before they are adopted.

Policy 1.2

Where appropriate, the City will use appearances at public hearings, written correspondence, or institutional channels including the Broward County Planning Council (BCPC) and the SFRPC, to communicate identified conflicts between the plans of adjacent communities and the Wilton Manors Comprehensive Plan and potential negative impacts to work toward mutually beneficial solutions.

Policy 1.3

The adjacent communities, BCPC and SFRPC will be advised as to inconsistencies and conflicts noted between the respective plans and that of Wilton Manors.

Policy 1.4

The City of Wilton Manors will notify adjacent cities, Broward County, the Broward County School Board, the SFWMD, the SFRPC and other appropriate agencies regarding proposed land use plan changes or other proposed amendments to the Wilton Manors Comprehensive Plan.

Policy 1.5

The City of Wilton Manors will follow the intergovernmental notification requirements as set forth in Chapter 163 F.S. regarding amendments to the Comprehensive Plan.

Policy 1.6
The City will participate actively in and communicate with the MPO Technical Advisory Committee (TAC) on at least a bi-monthly basis to exchange information regarding the Comprehensive Plan and other related issues.

Policy 1.7
The City will actively participate and communicate with appropriate agencies, including but not limited to county, state, local and regional agencies, to ensure the City's best interests are pursued and developed.

Policy 1.8
The City will provide information regarding rezonings, annexations, land use amendments and the like to appropriate government agencies, including but not limited to those of the state, county, School Board and municipalities and regional agencies.

Policy 1.9
Wilton Manors will invite a nonvoting representative of the Broward County School Board to review and comment upon comprehensive plan amendments, rezonings and other plans that propose an increase to residential densities within the City.

Policy 1.10
The City will coordinate with Broward County and other appropriate agencies to ensure residents continue to receive all available housing assistance, including but not limited to financial assistance and housing placement assistance.

Policy 1.11
Wilton Manors will continue to coordinate with Broward County and other appropriate agencies to develop and implement affordable housing programs, especially those aimed towards assisting low and very low income housing.

Objective 2
Maintain continuous communication and coordination with governments and agencies whose plans and activities can directly or indirectly impact the planning activities of Wilton Manors.

Policy 2.1
The City shall continue its involvement with appropriate government agencies as identified in Table 8-1 within the Data, Inventory and Analysis section of this Element.

Policy 2.2
Monitor state, regional, county and municipal special board activities and programs through review of newsletters and reports, attendance at workshops and conferences and other available avenues to identify and respond to those that are relevant to the planning concerns of the City.

Policy 2.3
Maintain demographic, socio-economic and development data and make this information available to Broward County, the School Board and other affected agencies and local governments as requested.

Policy 2.4
When an impasse is reached with adjacent communities or other local governments over planning concerns, the City of Wilton Manors in agreement with all affected parties will participate in the SFRPC Mediation Process to resolve the conflict(s).

Policy 2.5
Continue to participate in the countywide Local Mitigation Strategy (LMS) effort by attending Mitigation Task Force meetings and submitting mitigation projects annually to be placed on the County's master list.

Policy 2.6
Continue to maintain ongoing communication and coordination with the Broward County Housing Finance and Community Redevelopment Division regarding housing and neighborhood improvements programs, especially the Community Development Block Grant Program.

Policy 2.7
Wilton Manors will coordinate with appropriate local, county, regional and state agencies to address housing needs of special populations within the City.

Policy 2.8
The City will coordinate the Comprehensive Plan with the SFWMD's Lower East Coast regional water supply plan to ensure adequate water supplies exist for the City's existing and projected population.

Policy 2.9
The City will continue to coordinate with the Broward County School Board on Planning and Zoning Board items as necessary.

Policy 2.10
The City will continue to coordinate with Large Users in the Central Wastewater Region on Wastewater Collection and Treatment issues as necessary.

Objective 3
Support the establishment of agreements which would allow multiple use and/or collocation of public facilities by various levels of government and their agencies.

Policy 3.1
The City will continue to maintain recreation lease agreements with the School Board so that the recreational facilities located adjacent to the schools can be used by the residents of the City.

Policy 3.2
When considered feasible and beneficial, pursue arrangements to utilize school facilities to supplement the City's available recreation facilities.

Policy 3.3
The City will encourage the collocation of public schools with public facilities, such as parks, libraries and community centers, consistent with the School Board's policies.

Policy 3.4
The City will continue to coordinate efforts with the County and the School Board to identify and pursue new joint use and collocation opportunities with other public facilities.

Policy 3.5
The City will consider and identify new opportunities to develop multi-use and collocate facilities with other public agencies.

Objective 4
Pursue and execute interlocal agreements and contracts with other local governments and the County to provide for the most efficient and effective delivery of public services.

Policy 4.1
The City will continue to participate with adjoining municipalities in interlocal mutual police and fire aid agreements and services.

Policy 4.2
The City will continue to coordinate the enforcement of ordinances regarding the regulations and limitations placed on the use of the Middle River with those municipalities that adjoin the Middle River system.

Policy 4.3
Continue to contract with the City of Fort Lauderdale and Broward County through interlocal agreements for the provision of various services, including but not limited to the following:

a. Potable Water
b. Wastewater disposal
c. National Pollutant Discharge Elimination System Compliance (NPDES)
d. Dredging of the North and South Forks of the Middle River
e. Solid waste disposal

Policy 4.4
In addition to maintaining existing agreements with Broward County, the City will establish new interlocal agreements and/or service agreements as appropriate with Broward County.

Policy 4.5
The City will continue to abide by the policies and procedures, as they may be amended from time to time, set forth in the Amended Interlocal Agreement for Public School Facility Planning.

Objective 5
Coordinate with affected governments and agencies regarding future development and redevelopment activities and impacts.

Policy 5.1
The intergovernmental coordination procedures that are established by the City of Wilton Manors with its neighboring jurisdictions will be compatible with the procedures set forth in the Broward County Land Use Plan and the Strategic Regional Policy Plan.

Policy 5.2
The City shall take into consideration the adopted land use plans of and potential impacts on adjacent local governments when reviewing proposals for development or redevelopment. Written comments and recommendations for corrective actions shall be requested of appropriate governmental bodies and/or agencies concerning proposed development or redevelopment activity.

Policy 5.3
Requests for approval of development orders or permits shall be coordinated for review, as appropriate, with Oakland Park, Fort Lauderdale (the City's water supplier), Village of Lazy Lake, Broward County, special districts, the SFRPC, the SFWMD, the Broward County School Board, and state and federal agencies through review procedures established in the land development codes.

Policy 5.4
The City will continue to support and participate in the Broward County interagency plat review and approval process established in the Broward County and the Wilton Manors Unified Land Development Regulations.

Policy 5.5
Continue to coordinate historic resource protection activities with the Broward County Historical Commission.

Policy 5.6
The City shall coordinate with appropriate public and private agencies to further its Green Building Program, identify funding opportunities to become a green certified city and promote private green and/or sustainable developments and buildings.

Objective 6
Pursue and execute agreements and contracts with public utility companies to provide for the most efficient and effective delivery of public services and utilities.

Policy 6.1
Through continued coordination with FP&L ensure that there will be an adequate supply of electrical power to support the current and projected growth of the City.

Policy 6.2
Ensure that needed support facilities are provided to FP&L to service existing and future land uses.

Policy 6.3

Utility service facilities shall be permitted in any land use category if the City Commission finds them to be compatible with and to provide appropriate screening and buffering from adjoining land uses.

Policy 6.4
Decisions regarding the need for and proposed locations of future electrical power facilities shall recognize FP&L Company's legal requirement to provide electrical power to customers in its service area irrespective of geographical location.

Policy 6.5
The concerns of existing residential areas should be considered regarding the location of future electrical power facilities.

Objective 7
The City shall continue to coordinate the establishment of Level of Service Standards for public facilities with the state, regional, or local entity having operational and/or maintenance responsibility for such facilities.

Policy 7.1
The City shall continue to provide service demand projections and otherwise coordinate with the City of Fort Lauderdale and Large Users in the Central Wastewater Region regarding their provision of water and sewer service in order to maintain the established Level of Service Standards and capacities of these facilities.

Policy 7.2
The City shall participate in County workshops and provide input to the MPO TAC representative to expedite communication and coordination regarding adopted county roadway Level of Service Standards, capacities, and other transportation-related concerns.

Policy 7.3
The City shall continue to communicate with the Florida Department of Transportation (FDOT) to expedite coordination of the state roadway standards and capacities.

Policy 7.4
The City shall continue to participate in the County's Resource Recovery and Landfill Facilities Program and coordinate with Broward County regarding the provision of solid waste disposal in order to maintain the established Level of Service Standards and capacities of these facilities.

Policy 7.5
Whenever the governmental entity responsible for providing service to the City of Wilton Manors modifies the water, sewer, arterial roadway, public transit, solid waste or drainage Level of Service Standards that apply to the City, the City shall amend the affected level of service standard in the City's adopted Comprehensive Plan and Unified Land Development Regulation, as appropriate and applicable.

Policy 7.6
Through its representation on the MPO, the City shall inform the County of areas of the City which are not adequately served by public transit.

Policy 7.7
The City shall continue to coordinate with Broward County to implement and maintain the County's transit-oriented concurrency system and to ensure that transportation levels of service in the City are met.

Objective 8
Maintain continuous communication and coordination with governments and agencies responsible for transportation-related planning and activities which can impact Wilton Manors.

Policy 8.1
The City shall monitor and actively participate, where appropriate, in the transportation-related activities of the, the TAC and MPO, the BCPC, Broward County Mass Transit, FDOT and the South Florida Regional Transportation Authority (SFRTA) to ensure that the City's transportation-related concerns are adequately addressed.

Policy 8.2
The City shall continue to participate with the TAC and MPO.

Policy 8.3
Continue to coordinate with the adjacent cities of Fort Lauderdale and Oakland Park on improvement plans and right-of-way issues related to the roadway network serving the three cities.

Policy 8.4
Work with the BCPC to identify Andrews Avenue with a Complete Streets designation.

Policy 8.5
The Wilton Manors Police Department shall continue to collect and report vehicular crash, fatality and injury data to the Florida Department of Highway Safety.

Policy 8.6
Continue to review and comment on the various transit planning activities through participation on appropriate boards, committees, and the like that are in support of improvements to the public transit system serving the City and promoting Wilton Drive as a multimodal transportation district.

Policy 8.7
Cooperate with Broward County, adjacent municipalities, the MPO, FDOT and the SFRTA and other appropriate agencies, as appropriate, in projects designed to promote public transit in designated corridors within or adjacent to the City.

Policy 8.8
Cooperate and coordinate with Broward County Bicycle Coordinator to develop feasible options for increasing bikeways and pedestrian ways and connections within the City. In developing these feasible

options, the City will consider the Broward County Bicycle Facilities Network Plan and the Broward County Greenways Master Plan.

Objective 9

The City of Wilton Manors, in conjunction with Broward County, Broward County municipalities, and the Broward County School Board, will follow the processes and procedures established in the adopted Amended Interlocal Agreement (ILA) for Public School Facility Planning ~~(ILA)~~ for coordination and collaborative planning and decision making of land uses, public school facilities siting, population projections, location and extension of public facilities subject to concurrency, and siting of facilities with a countywide significance.

Policy 9.1

The City shall coordinate with the School Board, Broward County and municipalities within Broward County to maintain the adopted level of service standards for public school facilities and any amendments affecting public school concurrency.

Policy 9.2

The City shall coordinate their planning and permitting processes with Broward County, Broward County municipalities, and the School Board consistent with the processes and procedures established within the ILA as follows:

1. Review and update of the annual District Educational Facilities Plan (DEFP) containing the financially feasible schedule of capital improvements for school facilities needed to achieve and maintain the adopted level of service standards in all concurrency service areas (CSAs).
2. Coordinate County and City land use planning and permitting processes with the School Board's site selection and planning process to ensure future school facilities are consistent and compatible with land use categories and enable a close integration of existing and planned school facilities and the surrounding land uses.
3. Coordinate the preparation of County and City projections for future development with the School Board's school enrollment projections to ensure consistency between the County and City future land use maps and the long term school planning process.
4. Coordinate with the School Board through the Staff Working Group and Oversight Committee regarding the preparation of County and City annual comprehensive plan updates and the School Board's annual update of the DEFP to ensure consistency between the plans.
5. Coordinate with the School Board on the planning, siting, land acquisition, permitting and development of new school facilities to ensure the availability of public facilities, services and grounds, especially for purposes of exploring collocation opportunities.
6. Revise County and City land development codes and School Board policies to establish a county-wide public school concurrency system.

Policy 9.3

The City shall coordinate with the County, the School Board, and other parties of the ILA to establish alternative means of assessing school impact fees.

Policy 9.4
The City shall discourage development proposals that exacerbate school overcrowding, except when mitigation measures to reduce negative impacts on the affected school facilities are agreed upon by the City and the School Board.

Objective 10

The City will maintain a Water Supply Plan for a twenty (20) year planning period addressing water supply facilities necessary to serve existing and future development within the City's water service area, in coordination with the City's water provider, the City of Fort Lauderdale.

Policy 10.1
The Water Supply Plan will be consistent with the potable water level-of-service standards established in the Infrastructure Element.

Policy 10.2
The City will coordinate with the South Florida Water Management District (SFWMD) related to updating the City's Water Supply Facilities Work Plan within 18 months after the SFWMD updates the *Lower East Coast Regional Water Supply Plan Update.*

Policy 10.3
When updating the Water Supply Plan, the City will seek alternative sources of water in order to meet projected demand increases as necessary.

Policy 10.4
The Water Supply Plan will be used to prioritize and coordinate the expansion and upgrade of facilities used to withdraw, treat, store and distribute potable water to meet future needs.

Policy 10.5
The City will establish and maintain, at a minimum, a current five-year schedule of capital improvements for the improvement, extension and/or increase in capacity of waste facilities.

Policy 10.6
The City adopts by reference the City of Fort Lauderdale Water Supply Facilities Work Plan ~~2020~~ 2025 Update (adopted ~~June 16, 2020~~ February 17, 2026) which has a planning period of not less than 10 years. The Work Plan addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the water service area which include the entire City of Wilton Manors.

Policy 10.7
The City adopts by reference the City's 20-Year Water Supply Facilities Work Plan ~~2020~~ 2025 Update into the City's Comprehensive Plan. The Work Plan addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the City's boundaries.

Objective 11

Facilitate intergovernmental coordination to provide for the implementation of planning and policies affecting the City's water supply.

Policy 11.1
Use partnerships with the City of Fort Lauderdale and the South Florida Water Management District (SFWMD) to acquire funding, solve problems and address issues related to water supply infrastructure, availability, and conservation.

Policy: 11.2
Monitor water demand needs and land use planning in the City of Fort Lauderdale which provides water to the City.

Policy 11.3
Coordinate planning and public improvements with the City of Fort Lauderdale which provides water to the City. Such coordination may include sharing of updated information to meet ongoing water supply needs, implementation of new treatment facilities alternative water supply projects, and establishing Level of Service (LOS).

Objective 12
The City shall strive to make sustainability and climate resiliency decisions on the most current, applicable and credible information available; and through coordination and cooperation make sustainability and climate resiliency efforts more impactful.

Policy 12.1
The City shall coordinate with Broward County and other appropriate agencies in the implementation of adaptive management strategies to improve the climate change resiliency of water and wastewater transmission, disposal and treatment systems and infrastructure and resources.

Policy 12.2
The City shall continue to coordinate with local, County, regional, State and federal agencies and other non-governmental entities and academic institutions in the ongoing assessment of climate change and sea level rise, and continue to collaborate in the identification and implementation of appropriate mitigation, protection, accommodation and adaptation strategies.

Policy 12.3
The City shall coordinate with Broward County, and other participating agencies and Counties in the Southeast Florida Regional Climate Change Compact, in the identification of modeling resources and development of initiatives and goals to address climate change.

Policy 12.4
The City shall continue to coordinate regionally with southeast Florida counties and municipalities, academia, and local, regional, State and federal agencies in the analysis of sea level rise, drainage, storm surge and hurricane impacts and the planning of mitigation and adaptation measures.

Policy 12.5
The City shall continue to actively monitor the Southeast Florida Regional Climate Change Compact, and shall coordinate with neighboring municipalities to share technical expertise, assess regional vulnerabilities, advance agreed upon mitigation and adaptation strategies and develop policies and programs.

Policy 12.6
The City shall seek to and support cooperative efforts to engage the support of federal agencies, such as National Oceanic and Atmospheric Administration, U.S. Geological Survey, Federal Emergency Management Agency, Environmental Protection Agency, the U.S. Department of Interior, U.S. Department of Energy, and the U.S. Army Corps of Engineers, that can provide technological and logistical support to further state, regional, county, and local planning efforts in the assessment of climate change vulnerabilities and adaptation strategies.

Policy 12.7
The City shall promote partnerships between local government agencies, universities, professionals and practitioners, to foster an environment for connecting scientific research and education with practical applications that will contribute to the resiliency and adaptation within the built and natural environments to the impacts of climate change.

Objective 13
The City shall plan and coordinate response for emergency preparedness and/or post-disaster management in the context of climate change.

Policy 13.1
The City shall ensure adequate planning and response for emergency management in the context of climate change by maximizing the resilience and self-sufficiency of, and providing access to, public structures, schools, hospitals and other shelters and critical facilities.

Policy 13.2
The City shall continue to communicate and collaboratively plan with other local, regional, state and federal agencies on emergency preparedness and disaster management strategies including incorporating climate change impacts into updates of local mitigation plans, water management plans, shelter placement and capacity, review of major trafficways and evacuation routes, design of stormwater drainage systems, and cost analysis of post disaster redevelopment strategies.

Policy 13.3
The City shall consider the public health consequences of climate change, such as extreme temperatures and vector-borne diseases, and take steps to build capacity to respond to or support other agency responders.



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

CAPITAL IMPROVEMENTS ELEMENT

GOALS OBJECTIVES AND POLICIES

~~ADOPTED~~ UPDATED
~~February 9, 2021~~ April 2026

Capital Improvements Element

Goal

To manage, operate and plan for the City of Wilton Manors' government as a responsible service delivery agency and meet current and anticipated public capital facility needs in a safe, healthy, efficient and cost effective manner.

Objective 1

Annually as part of the budget preparation process prepare and adopt a Capital improvements Budget in accordance with the Five ~~5~~ year Capital Improvement Program.

Policy 1.1

Capital Improvement Projects shall be prioritized in accordance with the estimated extent of their contribution to the following, in order of importance:

a. Elimination of existing health and safety problems;
b. Elimination of infrastructure deficiencies which would impede the rehabilitation or redevelopment of blighted areas within the City;
c. Elimination of existing deficiencies in the infrastructure;
d. Maximum cost savings with minimum budget impact, and financial feasibility in eliminating existing deficiencies;
e. Coordination with the plans of other agencies that provide public facilities within Wilton Manors;
f. Minimizing impacts on the natural environment;
g. Avoidance of projected health and safety problems;
h. Avoidance of projected deficiencies in the infrastructure;
i. Enhancing or implementing other City plans and policies adopted in the Comprehensive Plan.

Policy 1.2

Each City Department Director annually shall submit to the City Manager ~~by May 1 of~~ each year a list of Capital Improvements for potential inclusion in the capital budget that have been systematically identified along with a ranking of priority based on the criteria identified in Policy 1.1 and an evaluation of the life expectancy remaining in the existing facility.

Policy 1.3

In order to assist in prioritizing Capital Improvements, the City Department Directors responsible for public capital facilities shall continue to maintain within the Five Year Capital Improvement Program a schedule of the life expectancy of the existing public facility components for which the City has responsibility, establish a life expectancy schedule for any new public facility components, and project when the conditions may result in unsafe or unhealthy conditions.

Policy 1.4

The City shall continue to include in the Capital Improvement Program and fund improvements designed to upgrade the infrastructure and park availability of the City's West Side and the Highland Estates area. until the area is no longer identified in the U.S. Census as containing a majority of low income housing units.

Objective 2

The City shall evaluate and coordinate land use decisions and fiscal resources with a schedule of capital improvements which maintains the adopted Level of Service Standards and meets the existing and future facility needs.

Policy 2.1

The City shall continue to utilize the evaluation process established in the Unified Land Development Regulations to ascertain that the impacts to the public facilities are within the adopted Level of Service Standards prior to approving any zoning or land use change which may result in increased impacts upon the facilities.

Policy 2.2

The City shall consider the feasibility of locating new public facilities proposed for inclusion in the Capital Improvement Program, such as parks, community centers and libraries, adjacent to public schools within the City.

Policy 2.3

The City hereby adopts by reference the City of Fort Lauderdale 2025 Water Supply Facilities Work Plan ~~(adopted on June 16, 2020)~~ and capital improvement projects contained in the 2020 Water, Wastewater, and Stormwater Integrated Master Plan therein as prepared and adopted by the City.

Policy 2.4

The City hereby adopts by reference the Broward County capital improvement projects needed to further the goals and strategies of the County-designated Transportation Concurrency Management Area (TCMA).

Policy 2.5

The City hereby adopts by reference the Broward County District Education Facilities Plan, as amended annually, which ensures that the adopted level of service standards for schools are maintained through the five year planning horizon.

Objective 3

Prior to the issuance of a development or redevelopment order, the City shall determine through the concurrency review process established in the Unified Land Development Regulations that public facilities will be available to meet or exceed adopted Level of Service Standards concurrent with the impacts of development.

Policy 3.1
The City shall continue to review for Level of Service Compliance for any development requiring site plan approval or redevelopment which is not vested, as set forth in the Unified Land Development Regulations.

Policy 3.2
Continue to review as necessary, the City shall evaluate the procedures and criteria in the Unified Land Development Regulations for determining available capacity of the infrastructure including park land and revise them as needed to make them consistent with the adopted Comprehensive Plan.

Policy 3.3
The City shall use the concurrency management system established in the Unified Land Development Regulations to determine whether any increase in the demand on the infrastructure generated by the proposed development or redevelopment can be met at the time of the impact without reducing the level of service of such facilities below the adopted standards, or that any infrastructure improvements needed to maintain the adopted level of service will be in place in accordance with the following:

a. For sewer, solid waste, drainage, and potable water facilities, the facilities must be in place no later than the issuance of the certificate of occupancy.
b. For parks and recreation facilities, the facilities must be in place no later than one (1) year after the issuance of the certificate of occupancy; however, prior to issuance of the certificate of occupancy either 1) the acreage for such facilities shall be dedicated or acquired; or 2) equivalent funds shall be committed for such purpose.
c. For the regional transportation network facilities, Wilton Manors shall not accept a building permit application, nor issue a building permit, unless the applicant presents evidence from Broward County either that the impact of the proposed development on the regional transportation network has been mitigated by payment of road impact fees, transit impact fees, or transportation concurrency fees based on the appropriate provisions of the Broward County Land Development Code, or that no such payment is due.
d. For all transportation facilities, excluding improvements programmed in TCMAs, transportation facilities needed to serve new development shall be in place by final Certificate of Occupancy (CO) or alternate agreement.

Policy 3.4
As needed, the City shall continue to impose conditions on Level of Service Compliance reviews to ensure compliance with the adopted Level of Service Standards, including the dedication of land, the construction of public facilities pursuant to a development agreement or the assessment of fees.

Policy 3.5
Continue to implement the provisions of the Unified Land Development Regulations related to

platting and improvement plans that are designed to ~~insure~~ ensure that the improvements are completed prior to the issuance of a Certificate of Occupancy, including the posting of a surety bond or other acceptable security.

Policy 3.6
The City shall periodically evaluate the impact fee provisions in the Unified Land Development Regulations and revise them as necessary to reflect current costs and legal parameters.

Policy 3.7
The City of Wilton Manors establishes the following as the Level of Service Standards within the boundaries of the City:

TRANSPORTATION (as consistent with Policy 3.2 of the Transportation Element)

a. Local Streets: LOS C
b. Local Collectors (not including NE 15th/NE 16th Avenue): LOS D
c. NE 15th/NE 16th Avenue: LOS D+25 percent
d. State and County Collectors and Arterials: LOS D+75 percent

SANITARY SEWER
The City shall secure through its Large User Agreement with the City of Fort Lauderdale adequate wastewater treatment capacity to meet the projected demand of the City.

For the purposes of conducting concurrency reviews and determining the impact of land use plan amendments, the City shall utilize the following wastewater treatment capacity rates:

Minimum Design Flow/LOS Standards		
Type of Use	**Average Flow**	**Peak Flow**
(1) Residential		
a. Planning purposes	90 gpd/capita	150 gpd/capita
b. At site plan*		
(2) Commercial/Office:		
a. Planning purposes	2,700 gpad	5,400 gpad
b. At site plan*		
(3) Industrial:		
a. Planning purposes	1,500 gpad	3,600 gpad
b. At site plan*		
(4) Other nonresidential:		
a. Planning purposes	147 gpad	294 gpad
b. At site plan*		

*Specific design estimates of minimum design flow shall be prepared using established standards at time of site plan or determination of specific use.

POTABLE WATER

130 gallons per capita per day

SOLID WASTE

Land Use	LOS Standards
Residential	8.9 lbs. per unit per day
Factory/Warehouse	2 lbs. per 100 sq. ft. per day
Office Buildings	1 lb. per 100 sq. ft. per day
Retail/Service	4 lbs. per 100 sq. ft. per day
Supermarket	9 lbs. per 100 sq. ft. per day
Grade School	10 lbs. per room & ¼ lbs. per pupil per day
High School	8 lbs. per room & ¼ lbs. per pupil per day
Hospital	8 lbs. per bed per day
Nursing Home	3 lbs. per person per day
Hotel/Motel	3 lbs. per room per day

Source: Broward County Comprehensive Plan, Solid Waste Sub-Element, 2010

DRAINAGE

Storm Sewers	Design flood frequency: ~~3~~ 5-year recurrence interval consistent with FDOT design criteria
Buildings	Lowest habitable finished floor elevation above 100-year flood elevation
Roads	Right-of-way width up to 60 feet: 10-year, 24-hour flood elevation for road crown; Right-of-way width greater than 60 feet: ultimate curb edge of pavement: 10-year, 24-hour flood elevation
On-site storage	Retain first inch of runoff or ~~2 V2 inches x percentage impervious~~ two and one-half inches multiplied by the percentage of impervious area, whichever is greater
Off-site discharge	After retaining first inch of runoff, not to exceed inflow limit of SFWMD primary receiving canal or local conveyance system, whichever is less
Flood plain routing	Calculated flood elevations based on l0-year and 100-year return frequency rainfall 3-day duration shall not exceed corresponding elevation of 10-year "Flood Criteria Map" and "100 Year Flood Elevation Map
Water Quality	Meet state water quality standards as set forth in Florida Statutes

RECREATION AND OPEN SPACE
4.25 acres/1000 residents, publicly owned or leased by the City.

PUBLIC EDUCATION SYSTEM
Consistent with the adopted Third Amended and Restated Interlocal Agreement for Public School Facility Planning ("TRILA"), the uniform district-wide LOS is established for the following School Types for the purpose of establishing a uniform districtwide LOS for Public schools of the same type:

1. School Type A is bounded elementary, middle, or high school that has the equivalent of at least 10% of its permanent Florida Inventory of School~~s~~ Houses (FISH) capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity.

2. School Type B is a bounded elementary, middle, or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

The adopted LOS will be met within the short and long range planning horizons, which is addressed by the Broward County School District's Five-Year District Educational Facilities Plan (DEFP). Any potential deficiencies will be addressed by the School Board in the annual update of the District's DEFP. The DEFP is incorporated by reference into the City's Comprehensive Plan. Additionally, the annual~~ly~~ updated and adopted DEFP will be included as a part of the City's annual capital improvements update.

Policy 3.8
Within one year of certification, amend the provisions within the Unified Land Development Regulations relating to Level of Service Standards and concurrency to be consistent with the standards adopted in the Comprehensive Plan.

Objective 4
The City shall exercise sound fiscal management practices and policies to ensure needed capital improvements are provided and maintained consistent with the Capital Improvement Program and the adopted policies in the City's Comprehensive Plan.

Policy 4.1
Continue through the fiscal review process to include consideration of alternative funding sources, cost-benefit analysis, and projected operating costs in the evaluation of any major capital projects proposed for funding with a general bond issue.

Policy 4.2
Continue the City's practice of aggressively seeking grants to assist in offsetting capital

improvement funding needs.

Policy 4.3
The City shall evaluate as needed the schedule of fees associated with capital facilities, including connection fees, impact fees and user fees, to determine if the costs passed on to those using the service is equivalent to the actual costs to provide the service.

Policy 4.4
Continue to require developers to install or pay the City for the cost of installation of sidewalks adjacent to the site, consistent with the City's Complete Streets policies, and for that portion of infrastructure improvements which directly benefit the project.

Policy 4.5
Evaluate the feasibility as needed of alternative funding mechanisms such as tax increment financing and special assessment districts to promote redevelopment within targeted areas.

Policy 4.6
Annually research the availability of grants that may be available through local, State and Federal Assistance Programs to offset costs that would normally be accounted for in the City's general fund.

Policy 4.7
Evaluate the building and related permit fees and increase as needed to offset the cost of services provided by City personnel, particularly the Community Development Services Department.

Policy 4.8
The City of Wilton Manors shall schedule and fund the capital improvements listed in the Schedule of Capital Improvements (SCI) in the City's Capital Improvement Program and update the Capital Improvement Element annually to ensure that the capital improvements will maintain or exceed adopted LOS standards.

Policy 4.9:
The City of Wilton Manors hereby adopts the annually revised SCI as provided herein, as the official SCI needed to maintain adopted level of service standards and implement the comprehensive plan.

Objective 5

The City, in collaboration with the School Board, Broward County and other non-exempt municipalities, shall ensure that public school facilities are available for current and future students consistent with available financial resources and the adopted level of service (LOS).

Policy 5.1
Consistent with policies and procedures within the Amended Interlocal Agreement for Public School Facility Planning (ILA), the DEFP shall contain a five-year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted LOS in all concurrency service areas (CSAs). This financially feasible schedule shall be updated by the School Board on an annual basis and annually adopted by reference into the City's CIE.

Policy 5.2
Consistent with the adopted Third Amended and Restated Interlocal Agreement for Public School Facility Planning ("TRILA"), the uniform district-wide LOS is established for the following School Types for the purpose of establishing a uniform districtwide LOS for Public schools of the same type:

1. School Type A is bounded elementary, middle, or high school that has the equivalent of at least 10% of its permanent Florida Inventory of Schools Houses (FISH) capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity.
2. School Type B is a bounded elementary, middle, or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

Policy 5.3
Pursuant to the ILA, the adopted LOS shall be applied consistently by Broward County, the City, the municipalities and the School Board, district-wide to all schools of the same type.

Policy 5.4
The School Board's DEFP, as adopted and amended, is adopted by reference into the City's CIE.

OBJECTIVE 6
The City will maintain a Water Supply Plan for a twenty (20) year planning period addressing water supply facilities necessary to serve existing and future development within the City's water service area. The City will utilize the Water Supply Plan to meet projected demand increases as necessary, and as financially feasible.

Policy 6.1
When updating the Water Supply Plan, the City will seek alternative sources of water in order to meet projected demand as financially feasible and as necessary.

Policy 6.2
The Water Supply Plan will be used to prioritize and coordinate the expansion and upgrade of facilities used to withdraw, treat, store and distribute potable water to meet future needs and to incorporate those projects into the City's financially feasible five-year CIE.

Policy 6.3
The City will establish and maintain, at a minimum, a financially feasible five-year schedule of capital improvements for the improvement, extension and/or increase in capacity of water

facilities.

Appendix A: Five-Year Schedule of Capital Improvements

Capital Infrastructure Expenditures

Summary by Fund	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Funded in:
Art in Public Places	$10,000	-	-	-	-	General Fund
NE 6th Ave & Wilton Dr Improvements	$10,000	-	-	-	-	General Fund
Chambers Podium Move	$10,000	-	-	-	-	General Fund
Fiber Optic Design Study	$10,000	-	-	-	-	General Fund
Infrastructure Lifecycle Management & Phase I, IT Master Plan	$15,000	-	-	-	-	General Fund
DVR Replacement, Server Room Redundancy	$15,500	-	-	-	-	General Fund
Wi-Fi in City Parks	$23,000	$20,000	$20,000	-	-	General Fund
Police Rugged Laptops	$26,500	$30,894	$15,756	-	-	General Fund
Citywide PC Replacements	$38,900	$10,000	$15,850	$20,000	$18,500	General Fund
VM Host Replacement Project	-	$45,000	-	-	-	General Fund
Microsoft Office Upgrade	-	$61,112	-	-	-	General Fund
Marine Patrol Dock Replacement	$15,000	-	-	-	-	General Fund
City Hall Roof Upgrade	$40,000	-	-	-	-	General Fund
City Hall A/C Replacements	$93,000	-	-	-	-	General Fund
Police Department Carpet Replacement	$11,000	-	-	-	-	General Fund

Summary by Fund	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Funded in:
Solar Speed Limit Signs	$13,900	$13,900	$13,900	$13,900	$13,900	General Fund
Marine Patrol Vessel	$16,850	-	-	-	-	General Fund
Police Vehicle Replacements	$182,400	$349,645	$504,281	$310,244	$28,143	General Fund
Radar and Laser Speed Detectors	-	$15,500	-	-	-	General Fund
Message Trailer	-	$18,500	-	-	-	General Fund
Body Worn Cameras	-	$52,885	$29,053	$29,053	$29,053	General Fund
Multi-Modal Transportation Fund Contributions	$50,000	$50,000	$50,000	$50,000	$50,000	General Fund
Citywide Wayfinding Signs	$36,500	$109,200	$217,000	$131,550	$44,450	General Fund
Library Roof & Interior Painting	$15,000	-	-	-	-	General Fund
Library Publications	$35,000	$35,000	$35,000	$35,000	$35,000	General Fund
Library RFID Security System	-	$35,000	-	-	-	General Fund
Barge Motor	$11,625	-	-	-	-	General Fund
Hagen Volleyball Court Pavilion	$11,625	-	-	-	-	General Fund
Colohatchee Stabilized Construction Entrance	$14,531	-	-	-	-	General Fund
Mickel Amenities	$14,531	-	-	-	-	General Fund
Hagen Park Gym Upgrades	$20,344	-	-	-	-	General Fund
Begin Implementation, Jaycee Park Master Plan	$20,000	-	-	-	-	-

Summary by Fund	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Funded in:
Mower Replacement	$24,219	-	-	-	-	General Fund
Parks System Master Plan	$26,640	$26,641	-	-	-	General Fund
Colohatchee Park Improvements	$127,875	-	$1,050,000	$850,000	-	General Fund
Tennis Court Conversion	$32,000	$64,000	-	-	-	General Fund
Hagen Park Public-Private Master Plan	-	$10,000	-	-	-	General Fund
Richardson Pavers	-	$11,000	-	-	-	General Fund
Hagen Park Exterior Painting	-	$14,000	-	-	-	General Fund
Golf Cart	-	$15,000	-	-	-	General Fund
Hagen Park Sidewalks	-	$15,000	-	-	-	General Fund
ICPP Exterior Painting	-	$15,000	-	-	-	General Fund
Hagen /21st Court Fencing	-	$20,000	-	-	-	General Fund
Baseball and Volleyball Groomer	-	$25,000	-	-	-	General Fund
ICPP Computer Lab	-	$25,000	-	-	-	General Fund
Tables and Chairs	-	$25,000	-	-	-	General Fund
New Park Ranger Vehicle	-	$27,000	-	-	-	General Fund
Transfer Switches at Library and Mickel	-	$27,000	-	-	-	General Fund
ICPP Floor Tiling Replacements	-	$30,000	-	-	-	General Fund

Summary by Fund	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Funded in:
Pocket Park Land Acquisition	-	$30,000	-	-	-	General Fund
Mobile Message Boards	-	$35,000	$35,000	-	-	General Fund
Hagen Park Roof Replacement	-	$35,000	-	-	-	General Fund
Colohatchee Floating Dock	-	$40,000	-	-	-	General Fund
Dump Truck	-	$45,000	-	-	-	General Fund
811 K-9 Grass	-	$48,000	-	-	-	General Fund
Hi Lift	-	$48,000	-	-	-	General Fund
Hagen Generator Replacement	-	$50,000	-	-	-	General Fund
WMES Sod	-	$50,000	-	-	-	General Fund
Hagen Park Energy Efficient Lighting	-	$65,000	$150,000	$35,000	-	General Fund
Mickel Toddler Playground	-	$75,000	-	-	-	General Fund
Street Furniture	-	$75,000	-	-	-	General Fund
WMES Playground	-	$100,000	-	-	-	General Fund
ICPP Kitchen Expansion and Renovations	-	$125,000	-	-	-	General Fund
Mobile Stage	-	$130,000	-	-	-	General Fund
Hagen Park Community Center Expansion	-	$150,000	-	-	-	General Fund
Hagen Playground	-	$325,000	-	-	-	General Fund

Summary by Fund	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Funded in:
Hagen Park Expansion	-	$500,000	$1,500,000	$800,000	$800,000	General Fund
Mickel Land Acquisition	-	$1,000,000	-	-	-	General Fund
ICPP Playground Renovations /Expansion	-	-	$40,000	-	-	General Fund
Colohatchee Boat Ramp Expansion	-	-	$650,000	-	-	General Fund
Land Acquisition for Library	-	-	-	$300,000	$600,000	General Fund
Fire Marshal Replacement Vehicle	$45,000	-	-	-	-	Fire Rescue Assessment Fund
Fire Station Improvements	$92,000	$40,000	$75,000	$30,000	$25,000	Fire Rescue Assessment Fund
Utility Box Wraps	$15,000	-	-	-	-	Road Improvement Fund
New Sidewalk Installations	$20,000	$20,000	$20,000	$20,000	$20,000	Road Improvement Fund
NE 26th Street Improvements (Central)	$1,120,000	$180,000	-	-	-	Road Improvement Fund
NE 26th Street Improvements (East)	-	-	$50,000	-	-	Road Improvement Fund
NW 29th Street Improvements	-	-	-	$50,000	-	Road Improvement Fund
Water Line Valve Insertions	$35,000	-	-	-	-	Water & Sewer Utility Fund
EM/Utilities Shop Building Painting & Roof Replacement	$60,000	-	-	-	-	Water & Sewer Utility Fund

Summary by Fund	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Funded in:
Manor Grove Water Line Replacement	$75,000	-	-	-	-	Water & Sewer Utility Fund
Lift Station and Force Main Replacements	$650,000	$870,000	$870,000	$870,000	-	Water & Sewer Utility Fund
Jenada Isle Water Main & Hydrant Replacement	$800,000	-	-	-	-	Water & Sewer Utility Fund
Enforcement Cart Replacements	-	$12,240	-	$12,734	-	Parking Fund
Parking Meter and Paystation Replacements	-	$40,929	$103,520	-	-	Parking Fund
Stormwater Pinch Valves	$30,000	$30,000	$30,000	$30,000	$30,000	Drainage Fund
Library Publications	$21,494	$20,000	$20,000	$20,000	$20,000	Miscellaneous Grants Fund
Mickel Maintenance/Storage Building	$65,058	-	-	-	-	Miscellaneous Grants Fund
Pocket Park Land Acquisition	-	$65,000	-	-	-	Miscellaneous Grants Fund
Wilton Drive Streetscape Enhancements	$26,800	-	-	-	-	Miscellaneous Other Funds
Total	**$4,026,292**	**$5,400,446**	**$5,494,360**	**$3,607,481**	**$1,714,046**	



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

PUBLIC SCHOOL FACILITIES ELEMENT

GOALS OBJECTIVES AND POLICIES

~~**ADOTPED**~~

~~**February 9, 2021**~~ **April 2026**

Public School Facilities Element

Public School Concurrency

GOAL 1

The City of Wilton Manors (City) in collaboration with the School Board of Broward County (School Board), Broward County Board of County Commissioners (Broward County) and non-exempt municipalities (municipalities) shall ensure that public school facilities will be available for current and future students consistent with available financial resources and adopted level of service standards (LOS). This will be accomplished by recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of adequate public school facilities as well as the authority of Broward County, the City, and municipalities for development permitting and comprehensive planning.

Objective 1.1 Financially Feasible District Educational Facilities Plan

Pursuant to Chapters 163.31777 and 163.3180 F.S. and the Amended Interlocal Agreement for Public School Facility Planning (ILA), the City shall provide comments to the School Board during its annual preparation, update, and adoption of the Five- Year District Educational Facilities Plan (DEFP). The DEFP shall also contain a LOS plan which reflects the data required to demonstrate the achievement and maintenance of the adopted LOS. Consistent with the provisions of the ILA the School Board shall also ensure that school facilities are planned to meet the long-term planning period of the Public School Facilities Element (PSFE) of the City of Wilton Manors Comprehensive Plan.

Policy 1.1.1

The DEFP shall include a financially feasible schedule of capacity additions to existing schools and construction of new schools to eliminate existing LOS deficiencies and meet the needs of projected growth for the five-year planning period. This financially feasible schedule of the DEFP shall be annually adopted into the City of Wilton Manors Comprehensive Plan Capital Improvements Element (CIE) by reference.

Policy 1.1.2

Pursuant to the ILA, the School Board, through the Adopted DEFP, shall provide year-by-year projections of the capacity needed to achieve and maintain the adopted LOS for each concurrency service area (CSA) within the five-year planning period. These projections are included in the supporting documents of the PSFE.

Policy 1.1.3

Consistent with the provisions of the ILA, the School Board, through the DEFP, shall provide a five-year financially feasible schedule for the remodeling/renovation of existing schools to meet the identified needs of aging schools and replace worn facilities.

Policy 1.1.4

Pursuant to the ILA, the School Board shall amend the DEFP on an annual basis to:

a. Add a new fifth year;
b. Reflect changes in estimated capital revenues, planned capital appropriations costs, planned capital facilities projects, CSAs and school usage; and
c. Ensure the DEFP continues to be financially feasible for the five-year planning period.

Policy 1.1.5

Annual updates to the CIE shall be coordinated with adopted updates to the DEFP and CSA maps. The annual plan amendments shall ensure that the schedule of capital improvements within the CIE continues to be financially feasible and the LOS will be achieved and maintained.

Objective 1.2 Concurrency Management System

The City shall participate in the Broward County county-wide public school facilities concurrency management system for implementation of public school concurrency to ensure that public school facilities are available at the adopted level of service standard concurrent with the impact of proposed residential development.

Policy 1.2.1

The City of Wilton Manors in collaboration with the School Board and Broward County shall implement concurrency management systems consistent with the policies included in Broward County's and the City's Public School Facilities Element, and with procedures and requirements included within the City's Unified Land Development Regulations (ULDRS), School Board Policy and the ILA.

Policy 1.2.2

The CSAs shall be the annually adopted school attendance boundaries for each public elementary, middle and high school. The maps of the CSAs are maintained in the data and analysis section of this Element.

Policy 1.2.3

Consistent with the adopted Third Amended and Restated Interlocal Agreement for Public School Facility Planning ("TRILA"), the uniform district-wide LOS is established for the following School Types for the purpose of establishing a uniform districtwide LOS for Public schools of the same type:

1. School Type A is bounded elementary, middle, or high school that has the equivalent of at least 10% of its permanent Florida Inventory of Schools Houses (FISH) capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity.

2. School Type B is a bounded elementary, middle, or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

Policy 1.2.4

If adequate capacity is not available in a CSA for a proposed residential development, but capacity exists in one or more contiguous CSAs, the development may proceed consistent with the provisions and procedures in the City's ULDRS, School Board Policy and the ILA.

Policy 1.2.5

If adequate capacity is not currently available in a CSA or contiguous CSA, for a proposed residential development, but capacity is scheduled in the DEFP to be available within three (3) years after the issuance of final subdivision or site plan approval, (or functional equivalent), development of the project may proceed in accordance with the provisions and procedures in the City's ULDRS, School Board Policy and the ILA.

Policy 1.2.6

Pursuant to the ILA, the CSAs shall be established and subsequently modified to maximize available school capacity and make efficient use of new and existing public schools in accordance with the level of service standards and the capacity, taking into account special considerations such as core capacity, special programs, transportation costs, geographic impediments, diversity programs, and class size reduction requirements to prevent disparate enrollment levels between schools of the same type (elementary, middle, high) and provide an equitable distribution of student enrollment District-wide.

Policy 1.2.7

The City shall not approve a residential plat or site plan or functional equivalent until the School Board has reported that the school concurrency requirement has been satisfied consistent with the provisions and procedures in the City's ULDRS, School Board Policy and the ILA.

Policy 1.2.8

The projected student impact of a proposed residential development shall be determined using the student generation rates approved by the School Board and adopted within the City's ULDRS. The student generation rates shall be reviewed and updated at least every three years.

Policy 1.2.9

The public school concurrency approval for residential plats shall expire if development within the plat does not commence within five (5) years following the date of County Commission approval.

Objective 1.3 Proportionate Share Mitigation

The School Board, pursuant to Chapter 163.3180 F.S. and the ILA, shall include proportionate share mitigation alternatives that provide an option for residential developments unable to meet the public school concurrency requirement. Upon approval of a proportionate share mitigation alternative by the School Board and completion of necessary binding agreements, a development will be deemed to have met the public school concurrency requirement and may proceed.

Policy 1.3.1

A residential development's proportionate share mitigation value shall be determined by multiplying the number of additional student stations needed to mitigate the impact of the proposed development on schools within the affected CSA(s) not meeting the adopted LOS standards by the State cost per student station for each school type plus a land impact cost share, if applicable. Pursuant to Section 163.3180(6)(h)(2)(b), F.S., the applicant's proportionate share mitigation obligation shall be credited toward any other impact or exaction fee imposed by local ordinance for the same need, on a dollar-for- dollar basis, at fair market value.

Policy 1.3.2

Proportionate share mitigation shall enhance the capacity of the schools (or provide for the construction of new schools) serving the proposed residential development. The mitigation shall equate to at least one permanent classroom, which may be funded by one or more residential developments, or other identified funding sources. Mitigation that results in the need for school site(s) shall primarily be the dedication of land. Proportionate share mitigation shall include the following options, as further defined and subject to, procedures and requirements in the ILA:

a. Purchase or dedication of needed elementary, middle or high school sites.
b. Construction of capacity improvements identified in years four (4) or five (5) of the DEFP, including advancement of such improvements into the first three (3) years of the DEFP.
c. Construction of previously unplanned schools, classroom additions, modular classrooms or similar facilities. Such facility capacity shall be included in the first three (3) years of the DEFP through an amendment approved by the School Board.
d. Construction of the needed capacity at one (1) or more charter schools, which meet the qualifying criteria contained in the ILA.
e. Other mitigation options approved by the School Board on a case-by-case basis contingent upon a School Board finding that the option mitigates the impact of the proposed development.

Policy 1.3.3

Mitigation shall be assured by a legally binding agreement between the School Board, the applicant and the City executed prior to the issuance of the final subdivision plat or the final site plan approval (or functional equivalent). The School Board must commit in the agreement to placing the improvement required for mitigation in the first three years of the DEFP.

Goal 2 Collaborate & Coordinate to Maximize Quality Education

The City, the School, Broward County, and municipalities shall maximize collaboration and coordination to effectively plan for public elementary and secondary school facilities to meet the current and future needs of Broward County's public school population. Pursuant to Section 163.3180 (6)(a), F.S., Broward County and all non-exempt municipalities within the County shall coordinate and cooperate to ensure that the adopted public school facilities elements and/or provisions included in comprehensive plans regarding public school concurrency are consistent with each other.

Objective 2.1 Land Use Consistency, Compatibility & Adequate Infrastructure

The City shall coordinate with the School Board, Broward County, and municipalities to ensure that the locations of existing and proposed school sites are compatible with and proximate to the existing and planned land uses they serve. Such coordination shall also ensure there is adequate public infrastructure available to serve existing and planned school sites including infrastructure which provides safe access to schools.

Policy 2.1.1

The City will coordinate through the procedures established in the ILA and through the Broward County and City land use planning processes to ensure that existing and proposed public school facility sites are consistent and compatible with the land use categories, future land use maps and policies of the County and the City Comprehensive plans~~.~~, and enable a close integration between existing and planned schools and surrounding land uses.

Policy 2.1.2

The City will coordinate with the School Board, Broward County, and municipalities to prepare projections of future development and public school enrollment growth and to ensure such projections are consistent with the City's future land use map and the School Board's Long Range Public School Facilities Map, consistent with the procedures and requirements identified in the ILA.

Policy 2.1.3

The City shall adopt by reference the portion of the Broward County PSFE that includes the future conditions maps showing existing and anticipated school facilities for the short-term (5 year) and long-term (10 year) planning time frames.

Policy 2.1.4

Consistent with provisions and procedures in the ILA**,** the School Board will advise the City of inconsistencies in the City's Comprehensive Plan and Comprehensive Plan Amendments with the DEFP and Long-Range School Facilities Plan.

Policy 2.1.5

Consistent with the provisions of the ILA, the School Board shall monitor and participate in the City's plat review and site plan review processes, the Development of Regional Impact (DRI) process, the land use plan amendment process and other development order/permit processes~~.~~ that may have an impact on current or planned public educational facilities in Broward County.

Policy 2.1.6

The City shall utilize the procedures identified within the ILA, including the Staff Working Group and Oversight Committee established by the ILA, to coordinate the annual review of school enrollment projections in addition to the preparation and annual reviews of public school facilities elements and ensure that the elements are consistent with each other.

Policy 2.1.7

The City shall annually amend its CIE after the School Board annually updates and adopts the DEFP and transmit it to the City consistent with the provisions and procedures of the ILA, including any supplemental amendments.

Policy 2.1.8

The City shall share and coordinate information with the School Board and Broward County through the municipal platting, site plan and school siting processes and procedures identified in the ILA to ensure the location, phasing, and development of public school facilities, including additions to existing facilities, is coordinated with the provision of necessary public infrastructure and facilities~~.~~, including water and sewer, roads, drainage, sidewalks, mass transit, and other infrastructure required to support the public school facilities.

Policy 2.1.9

The City shall coordinate with the School Board, Broward County, and the municipalities through the school siting process identified in the ILA and Broward County and municipal platting and site plan approval processes to implement strategies, consistent with Florida's Safe ~~Ways~~ Routes to School Program, which reduce hazardous conditions and provide direct, unobstructed and safe access for pedestrian travel (including sidewalks, bicycle paths, signage and signalization) to existing and new school facilities.

Policy 2.1.10

The City supports the Broward County Environmental Protection and Growth Management Department efforts to explore outreach opportunities to work with and educate Broward County students about ongoing environmental and planning initiatives, focusing on those initiatives that children can be active participants in, such as water conservation programs.

Policy 2.1.11

The City supports Broward County, through the Broward Human Services providers, the office of Economic & Small business Development, and other appropriate agencies, in their efforts to coordinate with the School Board and other education partners to increase awareness/potential expansion of programs aimed at improving students' success in higher education and technical education and match job training programs to targeted industries.

Policy 2.1.12

In coordination with the Broward County Metropolitan Planning Organization (MPO), the City supports and will coordinate with the County staff to facilitate the planning, development, and implementation of the Safe Routes to School Program projects and activities and continue to support Broward County's School Safety Program, which focused on the safety of children walking, biking, or being driven to school, and to their use of the School Board's Quarterly Hazardous Walking Conditions Report as a base for prioritizing improvements near schools.

Policy 2.1.13

In coordination with the School Board, Broward County and the other municipalities, the City will partner to develop and implement programs and strategies to adapt educational infrastructure to climate change and to improve energy efficiency, and educate students and teachers on how to consider these topics in their daily lives.

Objective 2.2 School Facility Siting, Collocation & Design

The City pursuant to the ILA, shall coordinate the location of public school facilities, with the School Board and Broward County relative to the location of other public facilities such as parks, libraries and community centers and promote schools to be focal points within the community.

Policy 2.2.1

Consistent with the provisions of the ILA, in the planning, siting, land acquisition, permitting and development of a new school facility or significant renovation or expansion, the School Board shall coordinate with the City on the availability of public facilities, services and grounds (especially for the purposes of collocating parks, libraries, ball fields, community centers, public safety facilities, parking facilities, drainage facilities and other appropriate facilities).

Policy 2.2.2

The City shall pursue shared-use and collocation of school sites with the School Board and County facilities having similar facility needs, such as libraries, parks, ball fields, and other recreation facilities. At a minimum, per the ILA, the City will look for opportunities to collocate and share use of County

facilities when preparing updates to the Capital Improvements Program (CIP) within the CIE, and planning and designing new or renovated facilities.

Policy 2.2.3

Through the design of school facilities, establishment of school siting standards and pursuit of collocation opportunities, the School Board is encouraged to promote school facilities to serve as community focal points.

Policy 2.2.4

The City will coordinate with the School Board and Broward County on efforts to build new school facilities, which are designed to serve as emergency shelters as required by Section 1013.372, F.S.

Policy 2.2.5

The City will work with the School Board, Broward County and the other municipalities to prioritize greenway connections and Complete Streets improvements that provide direct access to schools to enhance safe walking and bicycling to school and consider available pedestrian and bicycling facilities when planning new school facilities.



Life's Just Better Here

CITY OF WILTON MANORS

COMPREHENSIVE PLAN

PROPERTY RIGHTS ELEMENT

GOALS, OBJECTIVES, AND POLICIES

April 2026

Property Rights Element

Goals, Objectives and Policies

Goal 1

To meet the requirements of Chapter 163.3177, Florida Statutes, as amended, to require a Property Rights Element.

Objective 1

To ensure that judicially acknowledged and constitutionally protected private property rights continue to be respected and considered in local decision-making.

Policy 1.1.1

The City will continue to consider the right of a property owner to physically possess and control their interests in the property, including easements, leases, or mineral rights.

Policy 1.1.2

The City will continue to consider the right of a property owner to use, maintain, develop, and improve their property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.1.3

The City will continue to consider the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.1.4

The City will continue to consider the right of a property owner to dispose of their property through sale or gift.



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

Data Inventory and Analysis

April 2026

CITY OF WILTON MANORS

COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

DATA INVENTORY AND ANALYSIS

~~ADOPTED~~ UPDATED
~~February 9, 2021~~ April 2026

DATA INVENTORY AND ANALYSIS

PURPOSE

The purpose of the Future Land Use Element is the designation of future land use patterns as reflected in the goals, objectives and policies contained in the City of Wilton Manors Comprehensive Plan. The supporting data provides a broad survey of current land use patterns, natural land features, and availability of public facilities for existing and future development. Future land use patterns are depicted on the *Future Land Use Map* (Map FLU 2).

PLANNING TIMEFRAMES

The City of Wilton Manors Comprehensive Plan provides guidance on development and redevelopment over two planning periods: a 5-Year short term planning period ending FY ~~2023~~ 2030 and a long term planning period ending FY ~~2038~~ 2045.

EXISTING LAND USE CONDITIONS

The City of Wilton Manors is located in the central east side of Broward County and is generally bounded by the North and South forks of the Middle River and the C-13 Canal. The surrounding municipality is primarily the City of Fort Lauderdale except for on the north side which is the City of Oakland Park. In the southwest portion of the City is a small area that is carved out for the independent municipality of the Village of Lazy Lake. The City is nearly built out. The Future Land Use Element supports the City's desire to maintain its stable single family residential neighborhood, encourage redevelopment of the business area and mixed use areas.

The City's total land area is just less than two square miles. Since the last Comprehensive Plan update there has been no annexations or contractions of the land within the City. There are no

surrounding unincorporated lands within or adjacent to the City. Therefore, Wilton Manors does not anticipate any land area changes in the near future in ~~in~~ the next long term planning period.

Existing land use patterns are depicted on *Map FLU 1 Existing Land Use*. An analysis of Existing Land Use indicates that residential uses make up approximately 55% and commercial uses make up 8.31% of the total land area. Institutional and government use account for 4.26% and 3.05% of the total City acreage. The City is 99% developed with only 7.22 acres vacant in 2018. Existing land uses are listed in Table 1-1 and summarized following the table.

Table 1-1

Existing Land Use

EXISTING Land Use	Acres	Percentage of Total Acres
Commercial	104.31	8.31%
Government	38.31	3.05%
Industrial	11.16	0.89%
Institutional	53.41	4.26%
Railroad Right of Way	8.23	0.66%
Residential	~~690.03~~ 696.45	~~54.99%~~ 55.5%
Road Right of Way	233.98	18.65%
Vacant	~~7.22~~ 0.52	~~0.58%~~ 0.0004%
Water/Shoreline	108.22	8.62%
TOTAL ACREAGE	1254.87	100.00%

Source: City of Wilton Manors Community Development Services Department and Broward County Property Appraiser Website / bcpa.net

Residential

The primary existing land use in the City of Wilton Manors is residential which accounts for approximately ~~690~~ 696.45 acres or ~~55%~~ 55.5% of the total land area of the City. The residential land is characterized primarily by single-family residential neighborhoods.

Commercial

Commercial land use accounts for approximately 8.31% of the total acreage in the City. The 104.31 acres of existing commercial property is primarily along the main transportation corridors in the City – Wilton Drive, NE 26th Street, N. Andrews Avenue, Dixie Highway, and Oakland Park Boulevard.

Industrial

There is very limited industrial property in the City. The properties that are currently industrial in nature are along Dixie Highway and/or adjacent to the railroad right-of-way. Most are light industrial or warehouse types of businesses. Industrial property accounts for less than 1% of the total land use in the City.

Government / Institutional

Government land use includes such uses as City Hall and other City property, public parks and open spaces and public schools. Institutional land use includes community facilities such as church and other houses of worship, hospital, nursing homes, and other non-profit type of businesses or organizations. Government land use accounts for 3.05% and Institutional land use accounts for 4.26% of the City's total land use.

Water

Water and associated shoreline property represent 8.62% of the City's total land use. The City is surrounded by the North and South forks of the Middle River. Most of this property is along the edges of the City and associated finger canals.

Other

Road and railroad right-of-way accounts for approximately ~~20~~ 19% of the City's land use.

Vacant

The City is almost entirely developed with only ~~7.22~~ 0.52 acres remaining vacant in ~~2018~~ 2025. This represents less than 1% of the City's total land use. The following table identifies the land use designation of the vacant land.

Table 1-2

Vacant Land by Existing Land Use

Existing Land Use	Vacant Acres	Percentage of Total Vacant Acres
~~Commercial~~	~~2.29 acres~~	~~31.68%~~
~~Government~~	~~0.40 acres~~	~~5.55%~~
~~Institutional~~	~~0.19 acres~~	~~2.62%~~
Residential	~~4.34 acres~~ 0.52	~~60.15%~~ 100%
TOTAL Vacant Acreage	~~7.22~~ 0.52 acres	100.00%

Source: ~~Broward County GIS Services; Calvin, Giordano & Associates, 2018~~ City of Wilton Manors Community Development Services Department and Broward County Property Appraiser Website/ bcpa.net

POPULATION

Population and Projections

The City's population according to the ~~2010~~ 2020 U.S. Census was ~~11,632~~ 11,426. By ~~2040~~ 2050, the City's population is expected to ~~remain relatively stable with slight fluctuations up and down~~

increase over the next ~~20~~ 25 years (See Table 1-3). According to ~~the Florida Housing Data Clearinghouse (FHDC)~~ Broward County and Municipal Population Forecast and Allocation Model (2024), between ~~2010~~ 2020 and ~~2040~~ 2050 the City's population is projected to ~~see an additional~~ increase by ~~737~~ 4,285 residents, which represents ~~6.3~~ 27% increase ~~growth~~ from ~~2010~~ 2020.

Table 1-3

Historic Population and Projections, Wilton Manors ~~2000 – 2040~~ 2020-2050

Year	Population	% Change from ~~2010~~ 2020 Population
~~2000~~	~~12,689~~	~~N/A~~
~~2010~~	~~11,632~~	~~N/A~~
~~2015~~	~~12.445~~	~~+6.9%~~
2020	~~12,556~~ 11,426	~~+7.9%~~ N/A (US Census 2020)
2025	~~12,557~~ 11,691	~~+7.9%~~ 2.27
2030	~~12,471~~ 13,940	~~+7.2%~~ 16.13
2035	~~12,461~~ 14,794	~~+7.1%~~ 5.77
2040	~~12,369~~ 15,300	~~+6.3%~~ 3.31
2045	15,554	~~-1.68%~~ 1.63
2050	15,711	~~-2.70%~~ 1

Source: ~~Shimberg Florida Housing Data Clearinghouse (FHDC) based on U.S. Census Bureau 2000-2010 data~~ Broward County and Municipal Population Forecast and Allocation Model 2024/ Bureau of Economic and Business Research 2022

Annexation

No annexations are being considered at this time.

Land Needed to Accommodate Population

The City is almost built-out with only ~~7.22~~ 0.52 acres (~~0.58%~~ 0.0004%) of vacant land. The only development that is expected over the next planning horizon is redevelopment of existing

developed properties. Redevelopment is ~~expected~~ anticipated ~~to be at~~ with an increase in density at sixty (60) units per gross acre within the City's Urban Center Mixed Use Districts and ~~or~~ near existing densities throughout the remainder of the City. ~~however, most projects which have redeveloped in the past 10 years have been at or below current densities.~~

PUBLIC FACILITIES ANALYSIS

Sanitary Sewer Facilities

Sanitary sewer treatment capacity is provided by the City of Fort Lauderdale through an interlocal agreement. According to the agreement, Wilton Manors can transmit up to ~~2.56~~ 2.46 MGD of wastewater into Fort Lauderdale wastewater system via the sewer connection located at NE 16th Avenue in Oakland Park. Based on an adopted Level of Service (LOS) standard of 160 gpcpd, Wilton Manors will have adequate capacity beyond the year 2035. Over the five-year planning horizon, the City of Wilton Manors has several capital improvement projects underway within the collection system to ensure continued compliance with its adopted LOS standards. See the Sanitary Sewer Sub-Element in the Infrastructure Element for more information.

Potable Water Facilities

The City of Wilton Manors is supplied with potable water by the City of Fort Lauderdale through a large user agreement and will continue to utilize this agreement into the City's next planning horizon. Wilton Manors maintains the water distribution system and is responsible for meter reading and billing. The Cities of Wilton Manors through the update to the potable water sub-element and Fort Lauderdale through their adopted 10-Year Water Supply Facilities Work Plan have coordinated the planning of potable water need and facilities to reflect anticipated population growth and level of service standards as required by Florida Statutes. This coordination will continue with the preparation of the next round of 10-Year Water Supply Plans in ~~2019~~ 2035. Over the five-year planning horizon, ~~there are only minor~~ the City of Wilton Manors has several capital improvement projects underway within the distribution system ~~improvements needed for Wilton Manors~~ to ~~maintain~~ ensure continued compliance with its

adopted level of service standards. The City of Fort Lauderdale, as the water supplier, has identified capital improvements for the potable water system within their ~~2015~~ 2025 City of Fort Lauderdale 10-year Water Supply Facilities Work Plan adopted in ~~April 2015~~ 2026. The work plan and capital improvements are formally adopted by Wilton Manors by reference in Policy 2.3 of this element. See the Potable Water Sub-Element in the Infrastructure Element for more information.

Solid Waste

All solid waste from Wilton Manors is taken to the Wheelabrator Waste-to-Energy Facility in Davie, FL (South Broward County Resource Recovery Facility). Collection is provided by a private company, ~~Waste Management, Inc.~~ Coastal Waste & Recycling, Inc. which the City has contracts with ~~for the next eight (8) years~~ through July 2028. There are no deficiencies identified at this time for solid waste collection or disposal. See the Solid Waste Sub-Element, in the Infrastructure Element for more information.

Stormwater Drainage Facilities

Wilton Manors has included drainage standards of the South Florida Water Management District and Broward County in its Unified Land Development Regulations and implements these standards for all redevelopment activities. Over the five-year planning horizon, the City of Wilton Manors has several capital improvement projects planned within the stormwater system to ensure continued compliance with its adopted level of service standards. ~~There are no specific stormwater capital improvement projects needed to maintain adopted level of service standards.~~ See the Drainage Sub-Element for more information.

Transportation

The major north-south roadways in the City of Wilton Manors are:

- Andrews Avenue (County);
- NE 4th Avenue/Wilton Drive (State); and
- Powerline Road (State).

The major east-west roadways are:

- NE 26th Street (County); and
- Oakland Park Boulevard (State).

The level of service analysis for existing conditions (2017) indicates that the following major roadways have portions operating at failing level of service F:

- Oakland Park Boulevard.

Five (5) bus routes from Broward County Transit travel through the City. More information about the City's transportation system can be found in the Transportation Element.

Parks and Recreation

The City has an adopted Level of Service of 4.25 acres of publicly-owned lands per 1,000 permanent population. The City has approximately 66.79 acres of publicly-owned parks space and will continue to meet their level of service through the short term and long term planning periods. In total Wilton Manors has eighteen (17) park and recreation facilities throughout the City, including seven (7) community parks, ten (10) neighborhood parks and one (1) public waterway. See the Recreation and Open Space Element for more information.

Public Schools

There are no educational facilities that are under the local jurisdiction's control. Broward County in its entirety is under one public school system. The City of Wilton Manors is part of this countywide system. Located within the corporate limits is one (1) public school - Wilton Manors Elementary School. Currently there is a charter school in the City as well – Somerset Academy. There are no public middle or high school facilities within the City. Broward County will continue to implement the provisions according to State Statue through the Interlocal Agreement for Public School Facilities Planning (ILA), and together with the various municipalities including the City of Wilton Manors will continue implementing public school concurrency under provisions set forth in the State Statutes.

Elementary:

- *Wilton Manors Elementary School*

The school is currently and projected to have sufficient capacity to meet level of service standards in the short term and long-term planning time frames.

Capital Improvements

The City prepares a 5-Year Schedule of Capital Improvements in the Capital Improvements Element. For FY ~~2018/2019~~ 2025/2026 the City has ~~no deficiencies or LOS issues that need to be addressed~~ identified water, wastewater, and stormwater capital improvement projects to improve capacity and maintain established Level of Service.

HISTORIC PRESERVATION

The Bureau of Archaeological Research within the Florida Office of Cultural and Historic Preservation maintains the Florida Master Site File (MSF), a database that contains information on archaeological and historic resources in Florida. The MSF includes ~~38~~ 48 records for the City of Wilton Manors: two (2) ~~historical~~ bridges; three (3) resource groups; and ~~33~~ forty-five (45) ~~Historical S~~structures identified on the state's cultural resources roster.

The Florida Department of Historic Resources has jurisdiction over historic and archaeological sites if there are human remains or if a state or federal permit is requested. If a private property owner develops or redevelops their property and their property is listed on the MSF, the state historic preservation officer should be contacted for guidance.

~~The Wilton Manors City Commission has identified two (2) properties as Historic Landmark Sites; Richardson Historic Park and Nature Preserve, 1937 Wilton Drive; and Wilton Manors Woman's Club, built in 1955 – 600 NE 21st Court. Wilton Manors Historical Society has awarded Historic House plaques to eight (8) homes within the community along with awarding five (5) Historical Structure plaques to commercial and non-residential entities The City Commission of Wilton Manors designed the (See Map FLU 3).~~

The City Commission of the City of Wilton Manors designated the Island City Cultural Center (formerly known as Wilton Manors' Woman's Club), built in 1955 located at 600 NE 21 Court on July 10, 2007 and Richardson Historic Park and Nature Preserve located at 1937 Wilton Drive on November 28, 2006 in accordance with Section 155-010 of the City's Unified Land Development Regulations as recommended by the Historic Society and the Planning and Zoning Board. Wilton Manors Historical Society has awarded Historic House plaques to eight (8) homes within the community along with awarding five (5) Historical Structure plaques to commercial and non-residential entities (See Map FLU-3). The Mary Crum Home has been demolished and the Kalis Funeral Home is anticipated to be demolished in the near future both since recognition by the Historical Society.

A new Historic Preservation Ordinance in Article 180 of the City's Unified Land Development Regulations replaced the previous Historical Preservation Ordinance found in Section 155-010 of the City's Unified Land Development Regulations on October 12, 2021. The City of Wilton Manors became a Certified Local Government on June 16, 2023. A Historic Preservation Board was created and meets quarterly to evaluate designations and certificates of appropriateness.

NATURAL RESOURCES ANALYSIS

Map CVN 2 - Soils identifies and maps native habitat within the City. The land coverage can be categorized as Developed. There are no native preserves or remaining native habitats or wetlands within the City.

Water Resources

Residents of the City of Wilton Manors receive their potable water supply from the City of Fort Lauderdale. The source of potable water is the Biscayne Aquafer. Reuse water is not available in the City. The Infrastructure Element goes into greater detail on water supply. The City of Wilton Manors and Broward County fall within the South Florida Water Management District's (SFWMD)

Lower East Coast (LEC) water supply planning region. The City coordinates water facilities planning with the City of Fort Lauderdale. The City of Fort Lauderdales Water Supply Plan was updated in 2026. ~~and was an active participant in the development of the City of Fort Lauderdale Water Supply Facilities Work Plan (WSFWP) adopted on January 7, 2020on April 7, 2015.~~ The City of Wilton Manors has included information from the City of Fort Lauderdale (Water Supply Facilities Work Plan) WSFWP in this update to the Comprehensive Plan and will continue to coordinate with the City of Fort Lauderdale in the next round of water supply facilities work plan updates based on the LEC Water Supply Plan Update September ~~2018~~ 2024.

Wellfield Protection

There are no public wellfields or wellfield protection zones located in the City of Wilton Manors.

Soils

The native soil surface of the City is shallow in many areas. In many parts of the City, it is necessary to dig into the limestone just below the surface to plant trees and shrubs. The distribution of soils is shown in Map CVN 2 - Soils. The following, is a list of the soil types mapped in the City; Arents, Organic Substratum Arents, Dade, Immokalee, Matlacha, Plantation, Udorthents and Urban Land.

Soil Erosion

There are no known areas with significant soil erosion problems in the City of Wilton Manors. The City is relatively flat, is nearly built out, and has no ongoing sand or limestone mining operations. The shorelines of the North and South forks of the Middle River that surround the City are subject to erosion through wake action if shorelines are not protected through vegetation or other proactive armoring.

Commercially Valuable Minerals

The lime rock which underlines the City represents a significant mineral resource. However, there are no commercial mining or mineral extraction activities in the City.

Development and Redevelopment on Flood Prone Areas

Map CVN-1 Flood Zones locates the flood zones within the City. Nearly the entirety of the City is an ~~X-Shaded~~ located in an AE zone~~;~~ with fewer scattered parcels ~~this zone is spread throughout the City. The AH zone falls generally north of NE 26th Street; the AE zone is located in the north and south corridors of the City; and X zones reside on the south side of the City between N. Andrews and N. Dixie Hwy. Existing land uses found within these flood zones are discussed earlier in this Element.~~ in the central part and at the northwest corner of the City in a X zone.

Topography

Map CVN 3- Topography, identifies the topography of the City. The City is nearly flat with elevations ranging only from 0 to 10 feet. The vast majority of the City has an elevation of 6 feet or less. The lowest elevation is found along south portion of the City – south of NE 26th Street. The highest elevation is located in the south east section of the City.

Hazard Mitigation

Within the City there is the potential for impacts from lightning, floods, tornadoes, and tropical storms, but the most significant natural disaster threat the City needs to plan for is the event of a hurricane.

During a hurricane evacuation, a significant number of vehicles will have to be moved across the local and regional road network. There are limited route choices, *Map TRN-8 Evacuation Routes* identifies the designated evacuation route for the City. There are no emergency shelters located within the City.

Resiliency Planning / Adaptation to Climate Change

The City of Wilton Manors continues to identify and address existing and emerging resiliency concerns. Located near the coast in Southeast Florida the City recognizes they are in one of the areas of the United States that will be most highly impacted by climate change; and that rising

seas, higher temperatures, shifting rainfall patterns, extreme rain and storm events, and saltwater intrusion are some of the climate related matters that need to be threaded throughout their community resiliency planning processes. See the Coastal Management Element DIA for more information regarding the City's efforts on community resiliency planning as well as the Goals, Objectives and Policies or each element for more specifics.

FUTURE LAND USE PLAN

Map FLU 2 Future Land Use designates future land uses in the City and provides a blueprint of the City and the physical relationship of land uses. The Future Land Use Map guides future development according to the vision of residents, property owners and business owners in the City. The land use designation description outlines the intent, function, standards, and permitted activities for each land use category and describes the relationship among the various land use categories. The Future Land Use Map reflects a planning horizon of at least 10 years and serves as the basis for zoning designations provided in the Zoning Code. Table 1-4 shows the distribution of future land uses in the City.

Table 1-4

Future Land Use

FUTURE LAND USE DESIGNATION	Acres	Percentage of Total Acres
Commercial	~~113.37~~ 43.67	~~9.04%~~ 4%
Community Facilities	~~25.68~~ 11.98	~~2.05%~~ 0.09%
Low-5 Residential	~~507.96~~ 493.56	~~40.48%~~ 40%
Low-Medium-10 Residential	59.44	4.74%
Medium-16 Residential	~~96.61~~ 76.61	~~7.70%~~ 6%
Recreation and Open Space	12.46	0.99%
Right of Way	253.30	20.19%
Transit Oriented Corridor/Transit Oriented Corridor West	~~87.46~~ 205.26	~~6.97%~~ 16%

Water	98.50	7.85%
TOTAL	1254.79	100.00%

Source: Broward County GIS Services; Calvin, Giordano & Associates, 2018; City of Wilton Manors Community Development Services Department.

Approximately ~~52.92~~ 50% of the total land area is designated for residential uses with the majority of the residential uses designated as Low-5 Residential (~~40.48~~ 40%). Following residential uses, the highest percentage uses consist of; Right of Way with 20.19%, ~~Commercial uses with 9.04%~~ ~~, and~~ Transit Oriented Corridor/Transit Oriented Corridor West at 16%, and Water with 7.85% ~~, and Transit Oriented Corridor/Transit Oriented West with 16%~~ of the overall land area.

Residential

Residential land use is the predominant land use within the City. It accounts for approximately ~~664 acres or 52.92%~~ 629.61 acres or 50% of the total land area of the City. There are three (3) residential land use categories within the City as shown on the Future Land Use Map (Map FLU 2) including: Low-5 Residential, Low-Medium-10 Residential, and Medium-16 Residential. The Low-5 Residential category is the largest with approximately ~~508 acres (40.48%~~ 493.56 acres (40% of the total City acres) and represents the single-family residential nature of the City. Commercial land uses have potential for residential dwelling units subject to Flexibility Units and Redevelopment Units allowed by the Broward County Land Use Plan and the City's availability of Flexibility Units.

Commercial

Commercial land use is primarily along the City's primary transportation routes including Wilton Drive, NE 26th Street, ~~N. Andrews Avenue, and Oakland Park Boulevard~~, and Powerline Road/NW 9 Avenue. There is approximately ~~113~~ 43.67 acres designated Commercial on the City's Future Land Use Map (Map FLU 2) which represents ~~9%~~ 4% of the City's total land cover.

Transit Oriented Corridor and Transit Oriented Corridor West

The Transit Oriented Corridor and Transit Oriented Corridor West ~~is~~ are ~~a~~ mixed use land use designations that ~~is~~ are focused along the FEC Railroad and Dixie Highway corridors of the east central portion of the City; and along the east and west sides of N. Andrews Avenue, the south side of Oakland Park Boulevard, and the west side of NE 6 Avenue within the City of Wilton Manors north of the north of the North Fork of the Middle River. ~~It~~ The Transit Oriented Corridor and the Transit Oriented Corridor West land use categories represent~~s~~ approximately ~~87.46 acres or 6.97%~~ 205.26 acres or 16.36 % of the total land area of the City.

Other

The remaining land use designations within the City include: Community Facilities, Recreation and Open Space, Right-of Way, and Water. Right-of-Way which includes the public roadways and FEC Railroad tracks accounts for approximately 253 acres or 20% of the total land area of the City.

CONCLUSION

Past land use plans and accompanying zoning ordinances have produced a relatively desirable development pattern and the future physical form of Wilton Manors is not expected to vary significantly from existing patterns of development. As discussed earlier in this Chapter, there are no annexation possibilities for the City, the population projections for the next planning horizon are modest, and the City is almost built-out with only ~~7.22~~ 0.52 acres of vacant land. The only development that is expected over the next planning horizon is redevelopment of existing developed properties. Redevelopment ~~is expected to be at or near existing densities however, most projects which have redeveloped in the past 10 years have been at or below current densities.~~ is anticipated along the major City corridors due to an increase in density to sixty (60) units per gross acre.

However, the need and opportunity for infill, redevelopment, revitalization, and reuse exists. As such, the goals, objectives, and policies of the Future Land Use Element emphasize infill, redevelopment, revitalization, and reuse. There is redevelopment potential in the TOC, TOC-W,

and along Wilton Drive ~~but it is subject to the private sector market~~ to support these needs and opportunities.



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

TRANSPORTATION ELEMENT

DATA INVENTORY AND ANALYSIS

~~ADOPTED~~ UPDATED

~~February 9, 2021~~ April 2026

DATA, INVENTORY AND ANALYSIS

Roadways

Maintenance and Right of Way Preservation

Major roads in Broward County are owned and maintained either by the county or the state.

Except for a few jurisdictions, changes to traffic control devices and striping on all major roads are the responsibility of Broward County through interlocal agreements with the incorporated municipalities.

The Broward County Trafficways Plan requires all municipalities to reserve sufficient right of way to achieve the cross sections of the roads as they are shown in the plan.

Functional Classification

The functional classification process has to occur on all roads at least once every ten years, and usually occurs after the decennial census, accompanied by needed revisions to the urban area boundary revealed by the census process. The functional classification process is conducted by the state for approval by the Federal Highway Administration (FHWA). A road's functional classification affects its eligibility for the use of federal funds to improve it. For example, all urban roads classified higher than a local road (collectors and arterials) and rural roads classified higher than a minor collector are eligible for Surface Transportation Program (STP) funding. All principal arterials are eligible for National Highway Performance Program funding. Design standards tend to vary with functional classification. Any road segment can move up or down in the classification hierarchy based on changes in its utilization. A request to review the classification of an individual road segment can be submitted to the FDOT. A database containing the current functional classification of major county roads is maintained by the Broward Metropolitan Planning Organization (MPO).

The functional classifications of major roadways within Wilton Manors are shown in Table 2-1.

Table 2-1 – 2010 Functional Classification

ROADWAY NAME	FROM	TO	JURIS-DICTION	FUNCTIONAL CLASS. 2010 DESCRIPTION
ANDREWS AVE	NE 16 ST/NW 16 ST	PROSPECT RD/NW 44 ST	County	U_Minor_Arterial
DIXIE HIGHWAY/SR 811	SR 838/SUNRISE BL	SR 810/HILLSBORO BLV	State	U_Minor_Arterial
DIXIE HWY	NE 13 ST	DIXIE HWY	State	U_Minor_Collector
DIXIE HWY	NE 17 CT	NE 26 ST/WILTON DR	State	U_Minor_Collector
NE 15 AVE	NE 15TH AVE ROUNDABOUT	NE 26 ST	City	U_Major_Collector
NE 16 AVE	NE 26 ST	OAKLAND PARK BLVD	City	U_Major_Collector
NE 26 ST	ANDREWS AVE	US 1/SR-5/N FEDERAL HWY	County	U_Major_Collector
NE 6 AVE	WILTON DR	SR 870/COMMERCIAL	County	U_Major_Collector
OAKLAND PARK BLVD	SR 817/UNIVERSITY DR	US 1/SR 5	State	U_Principal_Arterial_Other
POWERLINE RD	NW 19 ST	PALM BEACH COUNTY LN	State	U_Principal_Arterial_Other

Transit Service

Fixed Route

Broward County Transit (BCT) operates the fixed route services in Broward County.

Within the City of Wilton Manors, BCT operates routes 14, 20, 50, 60, and 72.

Complete and current information on hours of service, frequency and route changes is available at www.broward.org/BCT.

Paratransit Service

Broward County Transit operates transportation options (TOPS!), which provides transportation to individuals in accordance with the Americans with Disabilities Act of 1990 (ADA) and the Commission for the Transportation Disadvantaged (TD) guidelines. Door to door shared ride transportation is provided to individuals who have a functional disability, are transportation disadvantaged and/or are financially disadvantaged and cannot travel on the BCT fixed-route bus service independently. Riders who are 14 years of age may travel unaccompanied. Same day service is not available.

TOPS!:

- Requires a fare.
- Does not provide emergency or stretcher transportation.
- Does not provide Personal Care Attendants (PCA).
- Does not provide wheelchairs or other mobility aids.
- Operates during the same days and hours as the BCT fixed-route bus service, early morning until late at night.

For more information contact:
Customer Service: **954-357-8400**
TD Helpline: **1-800-983-2435**
TD Helpline TTY: **1-800-648-6084**
Hearing Impaired may contact any of the above telephone numbers, during the indicated times, through the Florida Relay Service: **1-800-955-9771**
Web Site: ~~www.broward.org/BCT/Riders/Pages/Paratransit.aspx~~
www.broward.org/BCT/pages/paratransit.aspx

Multi-Modal

There are no airports or seaports within the City of Wilton Manors. The Florida East Coast Railway (FEC) line passes through the city east of Dixie Highway, and serves freight and Brightline passenger traffic. There are no rail stations within the City of Wilton Manors.

Evacuation

The mandatory evacuation zones in Broward County are Zone A (east of the Intracoastal Waterway, evacuated in storm categories 1 or stronger) and Zone B (east of US-1, evacuated in storm categories 3 or stronger). Evacuation routes are shown in Figure 2-1. No part of the City of Wilton Manors is within either zone. The nearest shelter for residents is Arthur Ashe/Rock Island Elementary School - 1701 NW 23rd Avenue, Ft. Lauderdale, FL 33311.

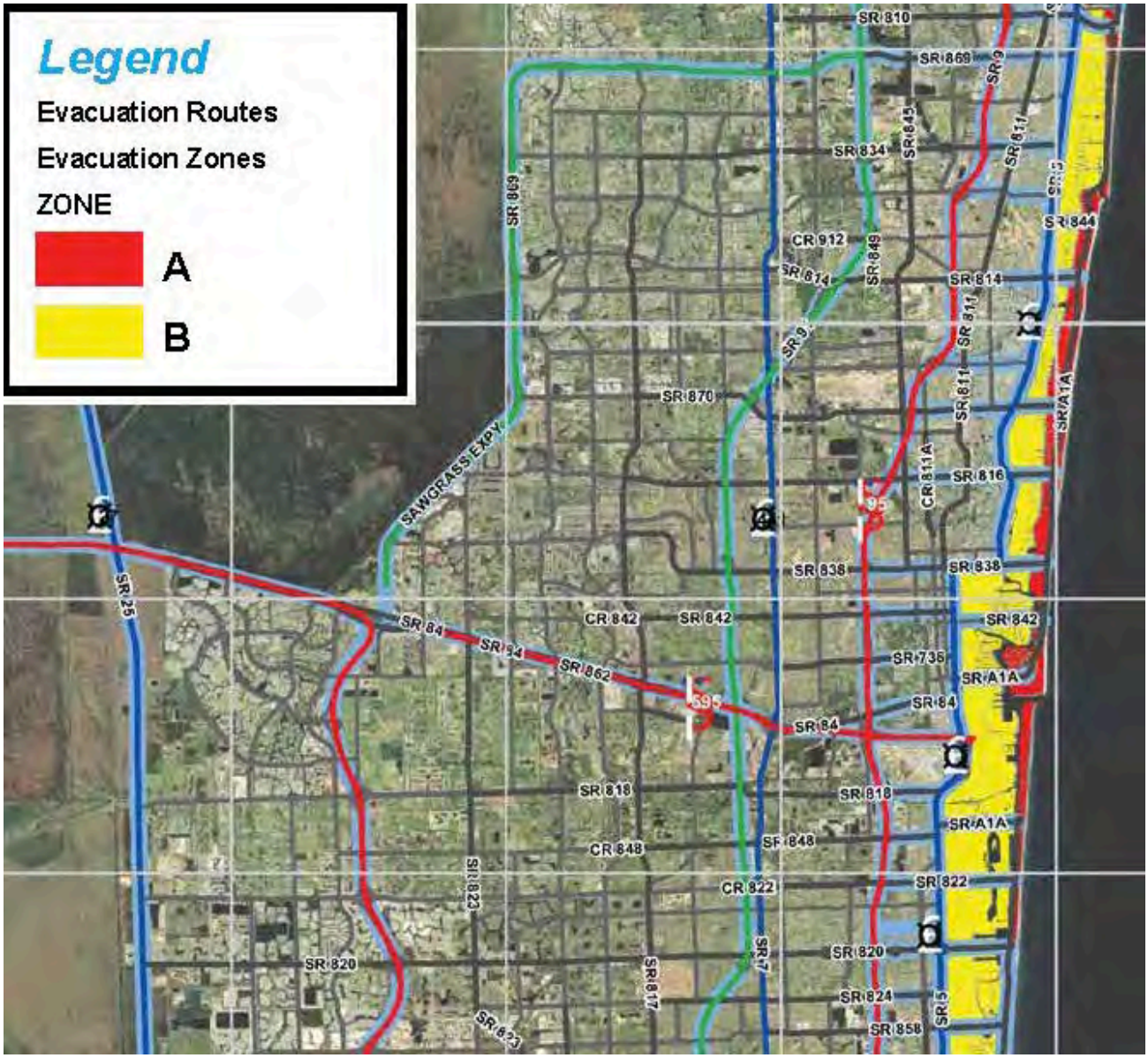
Means of Transportation to Work

Based on American Community Survey (ACS) data from ~~2008~~ 2018 to ~~2015~~ 2022, the journey to work in Wilton Manors involved (in descending frequency):

- Drive Alone ~~73.1%~~ 67.9%
- Work at Home ~~12.1%~~ 17.8%
- Carpool ~~5.8%~~ 5.3%
- Public Transport ~~3.9%~~ 4.0%
- Other ~~2.2%~~ 2.4
- Walk ~~1.9%~~ 0.8%

- Bicycle ~~0.9%~~ 1.8

Figure 2-1 - Broward County Evacuation Routes and Zones



Level of Service

Broward County uses different measures of level of service (LOS) for concurrency (development review) and long range planning.

Concurrency LOS

For concurrency purposes, in the southwest and northwest corners of Broward County, the Broward County Comprehensive Plan's Transportation element sets LOS D as the level of service standard for each road segment.

The remainder and majority of the county is divided into Transportation Concurrency Management Area (TCMA)s, which have a collection of LOS concurrency standards. For all TCMAs, the standards are to "achieve and maintain the following by FY 2023:

- Increase transit ridership 10%
- Provide 1.4 million fixed-route revenue service hours
- Construct bus shelters at 1/3 of stop locations
- Maintain average fleet age of 6 years or less
- Maximum vehicular traffic volume 75% above LOS standard*
- Ensure adequate transit maintenance infrastructure to accommodate fleet demand
- Study and develop two additional intermodal transit centers
- Increase fixed-route fleet by up to 15 vehicles to support new and expanded service
- Procure up to 40 vehicles to support Community Bus operations."

In the Central TCMA, which contains the City of Wilton Manors, two additional LOS standards are:

- 30 minute peak hour headways on 60% of bus routes; and
- Maintain and enhance Lauderhill Transit Center and West Regional Terminal.

The current adopted Peak Hour Two-Way Maximum Service Volumes in the Central TCMA ~~(numbers in brackets are expected to be~~ were adopted in 2019~~)~~ are:

- Two-lane arterials ~~2,555 (2,800)~~ 2,468
- Four-lane arterials ~~5,442 (6,265)~~ 5,320
- Six-lane arterials ~~8,190 (9,433)~~ 8,033
- Eight-lane arterials ~~10,605 (12,618)~~ 10,728

~~These service volumes are obtained from the FDOT Generalized Service Volume tables, which are updated periodically~~. The Maximum Service Volumes are calculated from the "Generalized Peak Hour Two-Way Volumes for Florida's Urbanized Areas" published by the Florida Department of Transportation (FDOT) taken from the Broward County Transportation Element adopted in 2019. ~~At this time, the adopted Broward County Transportation element contains service volumes from the FDOT's 2002 version. The updated element is expected to be adopted in 2019 and contains service volumes from the 2012 version, which was the latest version available when the county comprehensive plan update process began.~~

Long Range Planning LOS

For long range planning purposes on state facilities, Broward County uses the level of service targets set by the state:

- LOS D in urbanized areas; and
- LOS C outside urbanized areas.

For all other facilities within Broward County, the standard is LOS D, except within the Eastern Core TCMA, where the standard is E.

Level of service information is provided by the Broward MPO. Tables 2-2 and 2-3 contain the level of service information for east-west roads and north-south roads respectively for both the most recent count year ~~2017~~ 2020, and the current long range forecast year ~~2040~~ 2045.

Table 2-2 East–West Roadways Peak Hour Peak Direction Traffic Volume and Level of Service ~~2017~~ 2020 and ~~2040~~ 2045

E/W Roadway	Segment	Design Code	Number of Lanes	~~2017~~ 2020 Pk Hr Pk Dir Volume	~~2017~~ 2020 Pk Hr Pk Dir LOS	Design Code 40	Number of Lanes 40	~~2040~~ 2045 Pk Hr Pk Dir Volume 2040	~~2040~~ 2045 Pk Hr Pk Dir LOS 2040
NE 26 St	E of Andrews Ave	264	2	~~2280~~ 1378	F	264	2	1074	D
NE 26 St	E of Dixie Hwy	464	4	~~1663~~ 1159	D	464	4	1995	D
Oakland Pk Blvd	E of I-95	632	6	~~6223~~ 5178	F	632	6	6612	F
Oakland Pk Blvd	E of Andrews Ave	632	6	~~3990~~ 3943	D	632	6	5054	F

Source: Broward MPO

Table 2-3 North-South Roadways Peak Hour Peak Direction Traffic Volume and Level of Service – ~~2017~~ 2020 and ~~2040~~ 2045

N/S Roadway	Segment	Design Code	Number of Lanes	~~2017~~ 2020 Pk Hr Pk Dir Volume	~~2017~~ 2020 Pk Hr Pk Dir LOS	Design Code 40	Number of Lanes 2040	~~2040~~ 2045 Pk Hr Pk Dir Volume 2040 Pk	~~2040~~ 2045 Pk Hr Pk Dir LOS 2040
Andrews Ave	N of Sunrise Blvd	464	4	~~1739~~ 1701	D	464	4	3658	F
NE 15 Ave	N of NE 18 St	264	2	~~1283~~ 846	F	264	2	1748	F
NE 4 Ave/Wilton Dr	N of Sunrise Blvd	~~432~~ 232	4	~~1758~~ 1672	D F	~~432~~ ~~232~~	4	2679	~~D~~ F
NE 6 Ave	N of Dixie Hwy	264	2	~~1140~~ 912	D	264	2	~~1007~~	D
Powerline Rd	N of NW 19 St	~~622~~ 422	6	~~2328~~ 2233	C	~~622~~ 422	6	5016	~~C~~ F

Source: Broward MPO

Improvement Programming

Every five years, the Broward Metropolitan Planning Organization (MPO) develops the Long Range Transportation Plan (LRTP) for Broward County. The LRTP includes all transportation improvement projects that will or may involve the use of state and federal funds. Any transportation improvement project accomplished with only local funds does not have to appear in the LRTP. Because major transportation improvement projects are invariably eligible for federal funds, they usually utilize them, and appear in the LRTP as required. The adopted version is *Commitment ~~2040~~ 2045 Metropolitan Transportation Plan (MTP)*. ~~The 2045 update is under development (adoption in late 2019) and is being rebranded as a Metropolitan Transportation Plan (MTP).~~

Annually, the MPO develops the Transportation Improvement Program (TIP) which contains all transportation improvement projects using state or federal funds in the next five years in Broward County.

Major projects on county roads will likely appear in both the TIP and the Capital Improvement Element (CIE) of Broward County due to the mixture of funds (county, state, federal) used to accomplish them.

Small projects that do not involve state or federal funds will likely not appear in the TIP, only the CIE of the jurisdiction (county or city) implementing them.

Minor improvement projects may be eligible for funding under the MPO's Complete Streets and Localized Initiatives Program (CSLIP). This competitive grant program can fund small projects, within existing rights of way, such as (but not limited to): complete streets projects, traffic calming and intersection improvements, Americans with Disabilities Act (ADA) upgrades, mobility hubs, bus shelters, bike racks and technology advancements such as transit signal priority and traffic control devices. The MPO invites applications annually for project funding under this program. Applications must include a detailed scope, accurate cost estimate, and resolution of support from the owner of the facility being affected.

Major transit improvements are planned during development of the Broward County Transit Development Plan (TDP). All proposed investments of state and federal funds related to transit appear first in the LRTP and, when the first funded phase is within five years, in the TIP.

Broward County has a Bicycling and Pedestrian Advisory Committee (BPAC), with staff support from the Department of Planning and Development Management. Its purpose is to study and advise the Board of County Commissioners on all matters related to bicycling and walking, in particular, to review road construction projects at their planning and design stages for the possible inclusion and/or placement of bicycle and pedestrian facilities. Complete and current information is available at:

~~http://www.broward.org/Planning/About/Pages/Bicycling-and-Pedestrian-Advisory-Committee.aspx~~

https://www.broward.org/Planning/About/Pages/BPAC/Bicycling-and-Pedestrian-Advisory-Committee.aspx

The Broward MPO has a Complete Streets Advisory Committee that uses a holistic approach to address the bicycle/pedestrian needs of the region and guides the Broward MPO Complete Streets Initiative.

More information is available at:

http://www.browardmpo.org/index.php/our-committees/complete-streets-advisory-committee

Planned Improvements

~~**Wilton Manors LRTP projects:**~~

- ~~SR-816/Oakland Park Blvd. – Sawgrass Mills Mall to SR A1A – Upgrades to support enhanced bus service – 2019 -2025.~~
- ~~SR-816/Oakland Park Blvd. at SR-845/Powerline Road – Intersection Improvement – 2019 – 2025.~~

Wilton Manors TIP Projects

- ~~SR-811/NE 4 Ave – Sunrise Blvd. to NE 26th Street – Bike Lane/Sidewalk – Construction in FY 18 (Project FM 4316571);~~
- ~~SR-816/Oakland Park Blvd. – SR-817/University Drive to SR-5/US-1 – Oakland Park Transit Corridor Improvements – Construction in FY 19 (Project FM 4295694);~~
- ~~SR-816/Oakland Park Blvd. – Atrium West to SR-A1A – Intersection Lighting Improvements – Construction in FY 19 (Project FM 4400881);~~
- ~~NE 26 St. – Andrews Ave. to SR-811/Dixie Hwy. – Bike Lane/Sidewalk – Construction in FY 19 (Project FM 4381221);~~
- ~~NE 26 St. - SR-811/Dixie Hwy. to SR-5/US-1/Federal Hwy. – Sidewalk – Construction in FY 22 (Project FM 4399921).~~
- Oakland Park Boulevard Bridge Over N. Fork Middle River – Bridge repair/rehabilitation – Construction in 2028 (Project FM 4537291).
- SR-815/Oakland Park Boulevard from East of I-95 to SR=A1A – Resurfacing – Construction in 2028 (Project FM 4484091).
- FEC From Miami-Dade/Broward Line to Palm Beach/Martin County line – PTO Studies – start 2026 (Project FM 4543451).

~~**Wilton Manors TDP Projects**~~

- ~~Oakland Park Blvd. Corridor Study - Transit amenities and Transit Signal Priority (TSP) improvements along the corridor will continue (Project FM 4295694).~~

Wilton Manors CIE

- NE 26 Street/ County Road – Widening of sidewalks, narrowing of travel lanes, new medians, and new cross walk at NE 14 Avenue. FY 2026.
- Andrews Avenue Project / County - Widening of existing sidewalks, narrowing of travel lanes, and new medians. FY 2027.



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

HOUSING ELEMENT

DATA INVENTORY AND ANALYSIS

~~ADOPTED~~ UPDATED

~~February 9, 2021~~ April 2026

HOUSING ELEMENT

Introduction

The purpose of the Housing Element is to evaluate and assess the condition and quality of the City's current housing stock and to develop plans to remedy any existing or anticipated deficiencies. The Housing Element serves as both an inventory of existing conditions as well as an analysis of the demographics of the City in order that both existing and potential housing demands may be identified and addressed.

Historical Growth Patterns

The development of the City began in 1924, when the first plats were recorded by E.J. Willingham. The City was incorporated in September 1947. From that point, the City grew rapidly through the first growth "explosions" of the 1950's and 60's.

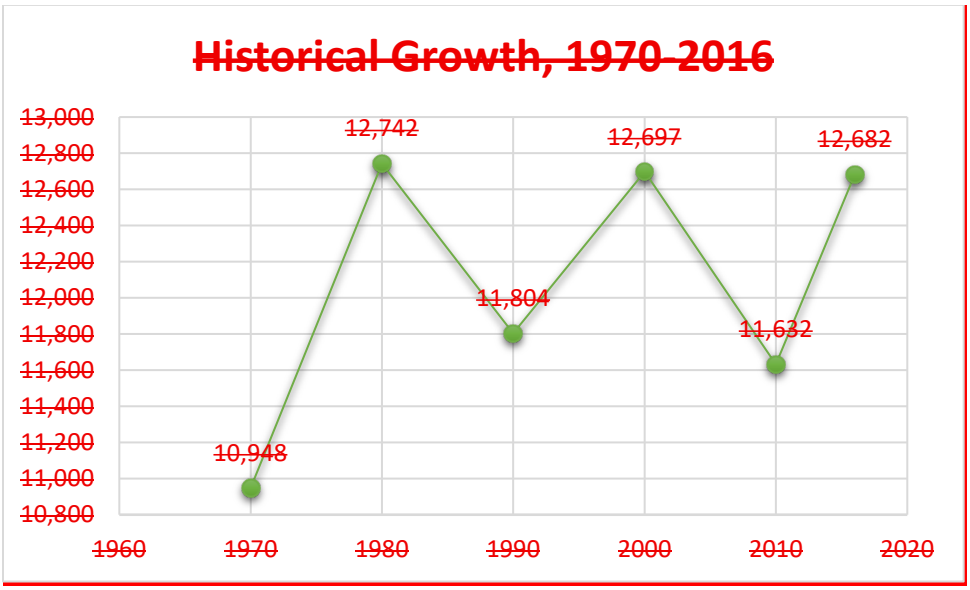
By 1970 the City had reached 10,948 people, according to the U.S. Census for that year, and over the next decade it grew to a peak of 12,742 by 1980.

The more recent history of Wilton Manors is characterized by moderate fluctuations in population. Between 1980 and 1990, the City experienced a slight population decrease, falling to 11,804 people (an approximate 7.4 percent loss). Over the following decade, the population grew back almost to 1980 levels, reaching 12,697 as of ~~in~~ the 2000 Census. Then, by the following Census count in 2010, the population had once again declined (this time down to 11,632, or an 8.4 percent drop).

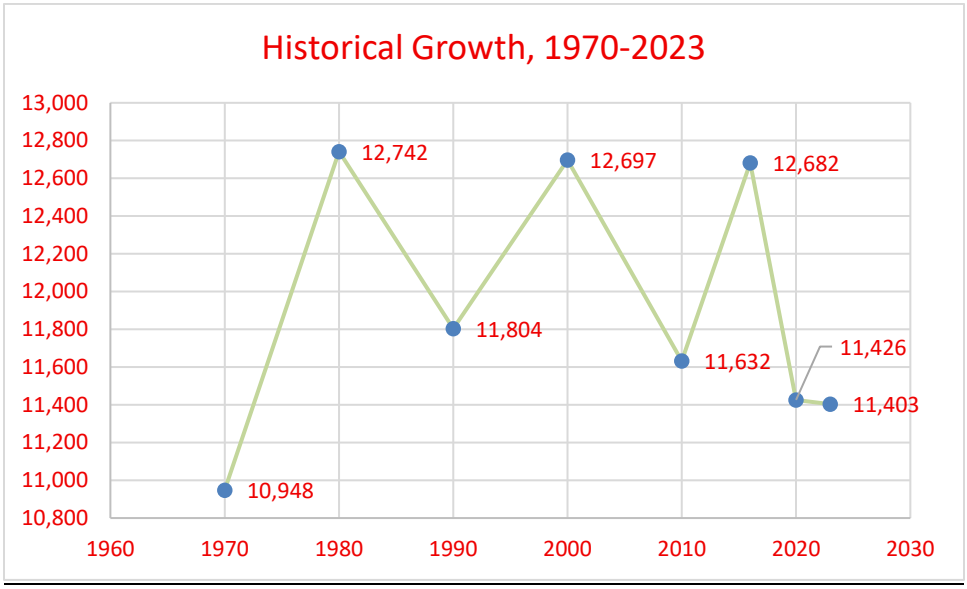
~~The U.S. Census 2012-2016 American Community Survey (ACS) provides an estimate of 12,682 population for 2016 which is about 9~~ 10 ~~percent more than the 2010 Census population, and close to the previous peak counts~~.

The City's population according to the 2020 U.S. Census was 11,426 which is a 1.85% decrease from the 2010 census. The City's population is expected to ~~continue to~~ grow ~~slightly~~ as redevelopment and mixed-used projects are anticipated during the next planning period.

By 2045, the City's population is expected to increase to approximately 15,554 residents or a 26.5% increase.



Source: U.S. Census Bureau



Source: U.S. Census Bureau

Inventory of Existing Housing Characteristics

Housing Type

The City of Wilton Manors is a small community located in Broward County which is often referred to as the Island City, because its boundaries primarily follow the North and South Forks of the Middle River. Wilton Manors is comprised of predominantly 1-unit detached structures, which make up ~~35.9~~ 45.9 percent of the total ~~7,625~~ 7,369 units estimated as of ~~2015~~ 2023 in the U.S. Census ~~2011-2015~~ American Community Survey (ACS) 5-Year Estimates from Shimberg Center for Housing Studies. The proportion of single family detached units has ~~declined~~ increased by ~~3.5~~ 10 percent since the ~~2010~~ 2015 U.S. Census, which reported a share of ~~39.4~~ 35.9 percent single family detached units. Approximately ~~8.1~~ 6.6 percent of the total units are attached single family units, for a total of 52.5 percent of units being single family attached and detached. ~~while the~~ The remaining ~~56.0~~ 46.7 percent are considered multi-family units. ~~There are no mobile homes or boat, RV and vans in the 2011-2015 ACS estimates.~~ 2023 ACS estimates indicated that 66 mobile homes or trailers are within the City of Wilton Manors.

~~In contrast,~~ ~~w~~When Broward County is considered as a whole, approximately ~~41.3~~ 47.5 percent of housing units are single-family detached and attached homes~~, followed by units in structures with 20 units or more (27.6 percent), then single-family attached units (8.3 percent).~~ and multi-family with 2 or more units comprises 50 percent. Wilton Manors has a larger share of ~~multi-family~~ single family units in its housing stock than the County. Table 3.1 illustrates the City's dwelling units by type, compared with Broward County.

Table 3.1: Detail of Housing Units by Type, Compared ~~(2015)~~ (2024)

Units in Structure	Wilton Manors		Broward County	
	Number	Percent (%)	Number	Percent (%)
Single family (detached) (detached and attached for Broward County)	~~2,734~~ 3,836	~~35.9~~ 45.9	~~336,671~~ 412,016	~~41.3~~ 47.5
Single family (attached)	~~620~~ 487	~~8.1~~ 6.6	~~67,608~~ -	~~8.3~~ -
Multi-family, 2 units (2 or more for Broward County)	~~346~~ 303	~~4.5~~ 4.1	~~20,568~~ 434,500	~~2.5~~ 50
Multi-family, 3-4 units	~~368~~ 410	~~4.8~~ 5.6	~~36,145~~ 37,618	~~4.4~~

Multi-family, 5-9 units	~~372~~ 574	~~4.9~~ 7.8	~~46,983~~ 45,280	~~5.8~~
Multi-family, 10-19 units	~~754~~461	~~9.9~~ 6.3	~~59,671~~ 61,891	~~7.3~~
Multi-family, 20+ units	~~2,431~~ 1,685	~~31.9~~ 22.9	~~224,792~~ 228,312	~~27.6~~
Mobile home or trailer	~~0~~ 66	~~0.0~~ 0.9	~~21,521~~ 23,579	~~2.6~~ 20,996
Other	~~0~~	~~0.0~~	~~495~~	~~0.1~~ 639
Total	**~~7,625~~ 7,369**	**100**	**~~814,454~~ 868,151**	**100**

Source: Shimberg FHDC based on U.S. Census Bureau ~~2011-2015 ACS 5-Yr Estimates~~ 2024 Estimates

Age of Housing

The City's initial housing construction period began prior to 1939 with the majority of units being constructed in between 1950 and 1980. In this 30 year time span over 81.0 percent of all residential units were constructed. The housing development has continued into the 2000's but at a significantly slower pace. Wilton Manors is one of the older communities in Broward County, with the median age of structures ranging being between ~~39 and 48~~ 47 and 56 years old. Table 3.2 shows the age of the housing stock.

Table 3.2: Housing Units by Year Built and Median Age of All Structures (~~2015~~ 2024)

Year Built	Wilton Manors	
	Number	Percent (%)
2010 or after	~~10~~ 386	~~0.1~~ 5.2
2000-2009	~~850~~ 594	~~11.1~~ 8.1
1990-1999	~~280~~ 169	~~3.7~~ 2.3
1980-1989	~~408~~ 790	~~5.4~~ 10.7
1970-1979	~~2,276~~ 1,879	~~29.8~~ 25.5
1960-1969	~~1,763~~ 1,541	~~23.1~~ 20.9

1950-1959	~~1,936~~ 1,784	~~25.4~~ 24.2
1940-1949	~~23~~ 170	~~0.3~~ 2.3
1939 or earlier	~~79~~ 56	~~1.0~~ 0.8
Median Age of Structures	~~39-48~~ 47 and 56 Years	
Total	**~~7,625~~ 7,369**	**100**

Source: Shimberg FHDC based on U.S. Census Bureau ~~2011-2015 ACS 5-Yr Estimates~~ 2024 Estimates

Housing Occupancy Status

Approximately ~~84.9~~ 88.6 percent of all units in Wilton Manors are occupied, similarly compared with ~~82.3~~ 87.4 percent in the County. Owner-occupied and renter-occupied units are reflective of year-round occupancy, while the remaining share of units are vacant or held for seasonal or occupational use. The U.S. Census ACS indicates there are ~~1,151~~ 839 vacant units in the City, or a vacancy rate of ~~15.1~~ 11.4 percent, as of ~~2015~~ 2023. Wilton Manors has a slightly lower vacancy rate than the Broward County rate of ~~17.7~~ 12.6 percent. The vacancy rate in the City has ~~remained relatively constant since~~ decreased since the 2010 the Census ~~(15.2~~ by ~~24.5~~ percent~~)~~, lower than the previous ~~reaching a~~ low of 13.2 percent in 2014. Table 3.3 illustrates occupancy status in the City and Broward County.

Table 3.3: Housing Occupancy Status, including Seasonal Vacancies, Compared ~~(2015)~~ (2023)

Occupancy Status of Unit	Wilton Manors		Broward County	
	Number	Percent (%)	Number	Percent (%)
Occupied	~~6,474~~ 6530	~~84.9~~ 88.6	~~670,284~~ 758,853	~~82.3~~ 87.4
Vacant	~~1,151~~ 839	~~15.1~~ 11.4	~~144,170~~ 109,298	~~17.7~~ 12.6
Seasonal Vacancies (as a fraction of total Vacant units)	~~461~~ 401	~~40.1~~ 5.4 of total units and 47.8 of vacant units	~~77,75~~ 63,027	~~53.9~~ 7.3 of total units and 57.7 percent of vacant units

Total	~~7,625~~ 7,369	100	~~814,454~~ 868,151	100

Source: Shimberg FHDC based on U.S. Census Bureau ~~2011-2015~~ 2019-2023 ACS 5-Yr Estimates

Housing Tenure

About ~~55.3~~ 64.4 percent of all households in the City in ~~2015~~ 2023 owned their own home, compared to ~~44.7~~ 35.6 percent of households who rented their home, as shown in table 3.4a, below.

Table 3.4a: Tenure Status of Households, Compared (~~2015~~ 2023)

Household Status	Wilton Manors		Broward	
	Number	Percent (%)	Number	Percent (%)
Owner	~~3,826~~ 4,208	~~55.3~~64.4	~~497,282~~ 485,158	~~67.2~~ 63.9
Renter	~~3,089~~ 2,322	~~44.7~~ 35.6	~~242,339~~ 273,695	~~32.8~~ 36.1
Total	~~6,915~~ 6,530	100	~~739,621~~ 758,853	100

Source: Shimberg FHDC based on U.S. Census Bureau 2019-2023 ACS 5-Yr Estimates

About ~~56.0~~ 62.8 percent of all occupied units were owner-occupied in ~~2015~~ 2023, an increase of ~~21.3~~ 10.8 percent when compared to the number of owner-occupied units in ~~2010~~ 2015 (~~3,153~~ 4,230). Renter-occupied housing accounted for the remaining ~~44.7~~ 37.2 percent of the units in ~~2015~~ 2023. Overall, the City has a lower owner-occupancy rate and a higher rental occupancy rate than the County's (~~67.2 and 32.8~~ 63.5 and 36.5 percent, respectively). ~~The tenure rates may be indicative of the demographic makeup of Wilton Manors.~~ According to the U.S. Census ~~2011-2015 ACS~~ 2020, 61 percent of households are comprised of persons with no spouse or partner present, 27.6 percent are comprised of married couples, and 11.4 percent are cohabiting households in the City. ~~only 28.2 percent of all households in the City were family households. Of those, only 19.7 percent were married-couple families. Moreover, while non-family households accounted for 71.8 percent of all household types,~~

Based on 2020-2024 ACS estimates, the average size of an owner-occupied household in the City is 1.7 persons per household and renter occupied household is 1.58 persons. ~~53.0 percent of those non-family households consisted of persons living independently. As of 2015, 71.1 percent of owner-occupied and 72.7 of renter-occupied units were occupied by non-family households. The average household size of owner occupied units in 2015 was 1.66, and the average household size of renter occupied units was 1.95~~. Tables 3.4b compare tenure of occupied units between the City and County.

Table 3.4b: Tenure of Occupied Housing Units, Compared ~~(2015)~~ (2023)

Tenure Status	Wilton Manors		Broward	
	Number	Percent (%)	Number	Percent (%)
Owner-occupied	~~3,626~~ 4,230	~~56.0~~ 62.8	~~422,354~~ 474,052	~~62.8~~ 63.5
Renter-occupied	~~2,848~~ 2,503	~~44.0~~ 37.2	~~250,634~~ 273,320	~~37.2~~ 36.5
Total	**~~6,474~~ 6,733**	**100**	**~~672,988~~ 749,372**	**100**

Source: U.S. Census Bureau ACS ~~2011-2015~~ 2019-2023 5-Yr Estimates

The U.S. Census ~~2011-2015~~ 2019-2023 ACS showed of the ~~1,151~~ 839 vacant units overall ~~461~~ 401 units (~~40.1~~ 47.8 percent) were for seasonal, recreational or occasional use and ~~129~~ 137 units (~~40.1~~ 16.3 percent) were for rent. Table 3.5 compares the tenure of vacant units in the City and County.

Table 3.5: Vacancy Status of Units, Compared ~~(2015)~~ (2023)

Vacancy Status	Wilton Manors		Broward County	
	Number	Percent (%)	Number	Percent (%)
For Rent	~~129~~ 137	~~11.2~~ 16.3	~~21,268~~ 19,172	~~14.8~~ 17.5
For Sale Only	~~82~~ 100	~~7.11~~ 11.9	~~10,037~~ 3,245	~~7.0~~ 2.97

Rented or Sold, Not Occupied	~~140~~ 90	~~12.2~~ 10.7	~~11,618~~ 7,819	~~8.1~~ 7.15
For Seasonal, Recreational or Occasional Use	~~461~~ 401	~~40.1~~ 47.8	~~77,751~~ 63,027	~~53.9~~ 57.67
For Migrant Workers	0	0	~~147~~ 0	~~0.1~~ 0
Other Vacant	~~339~~ 111	~~29.5~~ 13.2	~~23,349~~ 16,035	~~16.2~~ 14.67
Total	**~~1,151~~ 839**	**100**	**~~144,170~~ 109,298**	**100**

Source: Shimberg FHDC based on U.S. Census Bureau ~~2011-2015~~ 2019-2023 ACS 5-Yr Estimates

Housing Value

According to the U.S. Census ~~2011-2015~~ 2020-2024 ACS, the majority of the City's owner-occupied housing units are valued ~~between the $300,000 and~~ over $500,000 price range, followed by those in the ~~$200,000 and $300,000~~ $300,000 -$499,999 price range. ~~Approximately 4.2~~ None ~~percent~~ of the units were valued less than $150,000. ~~Nearly 11 percent of the owner-occupied units are valued at greater than $500,000.~~ Wilton Manors homes have a higher median value than Broward County's ~~($245,000 versus $202,300 in 2015~~ $589,200 versus $414,600 in 2024), which is ~~21.1~~ 29.63 percent higher value). The housing value in Wilton Manors is an indication that the homes are of a better quality or desirability and maintain their value even though they are "aging." Wilton Manors is a desirable location and with its proximity to Fort Lauderdale's downtown and beaches, proximity to transportation hubs, and its unique culture which ~~also~~ increase its marketability.

Table 3.6: Value of Owner-Occupied Units, Compared ~~(2015)~~ (2024)

Value of Owner-Occupied Units	Wilton Manors		Broward	
	Number	Percent	Number	Percent
Less than $50,000	~~153~~ 0	~~4.2%~~ 0	~~39,029~~ 15,889	~~9.2%~~ 3.28
$50,000-$99,999	~~341~~ 0	~~9.4%~~ 0	~~67,131~~ 14,623	~~15.8%~~ 3.01
$100,000-$149,999	~~605~~ 0	~~16.7%~~ 0	~~58,966~~ 20,640	~~13.9%~~ 4.25
$150,000-$199,999	~~335~~ 186	~~9.2%~~	~~61,155~~	~~14.4%~~

		4.4	26,540	5.47
$200,000-$299,999	~~756~~ 554	~~20.8%~~ 13.2	~~82,520~~ 61,428	~~19.4%~~ 12.67
$300,000-$499,999	~~1050~~ 1183	~~29.0%~~ 28.1	~~78,366~~ 147,527	~~18.4%~~ 30.41
$500,000 or more	~~386~~ 2125	~~10.6%~~ 50.50	~~38,524~~ 198,511	~~9.0%~~ 40.92
Total	~~**3,626**~~ **4208**	**100%**	~~**425,691**~~ **485,158**	**100%**
Median Value	~~**$245,000**~~ **$589,200**		~~**$202,300**~~ **$414,600**	

Source: Shimberg FHDC based on U.S. Census Bureau ~~2011-2015~~ 2020-2024 ACS 5-Yr Summary File

~~The following table tracks the median sales price of existing single-family homes and condominiums.~~

~~Table 3.7: Median Sales Price for Existing Homes (Nominal, 2010-2016)~~

~~Year~~	~~Single Family~~	~~Yearly Change~~	~~Condominium~~	~~Yearly Change~~
~~2010~~	~~$259,000~~	~~-13.1%~~	~~$89,950~~	~~2.8%~~
~~2011~~	~~$225,000~~	~~15.5%~~	~~$92,500~~	~~13.5%~~
~~2012~~	~~$259,950~~	~~26.0%~~	~~$105,000~~	~~9.5%~~
~~2013~~	~~$327,500~~	~~3.8%~~	~~$115,000~~	~~16.3%~~
~~2014~~	~~$340,000~~	~~5.9%~~	~~$133,750~~	~~6.2%~~
~~2015~~	~~$360,000~~	~~5.6%~~	~~$142,000~~	~~3.5%~~
~~2016~~	~~$380,000~~	~~13.4%~~	~~$147,000~~	~~-4.8%~~
~~2017 [1]~~	~~$430,750~~	~~-~~	~~$140,000~~	~~-~~

~~Source: Shimberg FHDC based on Florida Department of Revenue, Sales Data File~~
~~Note 1: Sales figures for 2017 are based on 1st quarter and 2nd partial quarter data~~

The following table tracks the median sales price of existing single-family homes.

Year	Single Family	Yearly Change
2015	477,570	28.81
2016	497,800	4.06
2017	545,165	8.68
2018	547,790	0.48
2019	553,305	0.99
2020	595,574	7.10
2021	667,085	10.72
2022	770,694	13.31
2023	767,479	-0.42
2024	724,900	-5.55

Source: Shimberg FHDC based on Florida Department of Revenue, Sales Data File 2000-2024

Monthly Mortgage Costs

Wilton Manors has ~~actually~~ experienced an ~~reduction of about 7.41percent~~ increase in the median monthly mortgage costs since the ~~2010~~ 2015 Census. The median monthly mortgage cost in ~~2010~~ 2015 was ~~$2,063~~ $1,910 compared to ~~$1,910~~ $2,603 in ~~2015~~ 2023 or a 26.6 percent increase. ~~The monthly mortgage costs are fairly evenly distributed, but the greatest share of sampled occupied units with a mortgage pay between $1,500 and $1,999, with the $2,500 to $2,999 range being the second largest (17.0 percent).~~ Approximately 73 percent of mortgage costs are over $2,000 a month with the most payments being made are between $2,000 and $2,499 or 23.5 percent of the total number of mortgaged units. ~~Approximately 16.4 6 percent of residents pay $3,000 or more on housing costs.~~ In Broward County, the median cost of housing is ~~$175~~ $804 less than in Wilton Manors. Monthly housing costs for owner-occupied units without a mortgage are ~~lower~~ higher for Wilton Manors ~~($506~~ $955) than for Broward County ~~($564~~ $859). ~~Nearly 43~~ Just over 16 percent of occupied households in Wilton Manors spent more than 30 percent of their household income in ~~2015~~ 2023. ~~The share of cost-~~

burdened households is comparable to that of Broward County as a whole, where just slightly more than 44 percent of households spend more than 30 percent of their income on housing related costs. Broward County's share of cost burdened households that spend more than 30 percent of their income on housing is 24.36 percent. Given that the median sales price for existing homes in Wilton Manors (Table 3.6) is consistently and significantly higher than Broward's, the numbers suggest that housing in Wilton Manors is more attractive to homebuyers despite the higher costs.

Table 3.8 shows the monthly costs of owner-occupied units, including units with and without a mortgage.

Table 3.8: Monthly Costs of Specified Owner-Occupied Units, Compared (2015)

Monthly Costs of Owner-Occupied Units	Wilton Manors		Broward	
	Number	Percent	Number	Percent
Mortgaged Units				
Less than $500	14	0.6% 0%	3,064	1.1%
$500-$999	366	16.3%	36,097	12.9%
$1,000-$1,499	371	16.6%	67,578	24.1%
$1,500-$1,999	451	20.1%	63,299	22.6%
$2,000-$2,499	288	12.9%	44,549	15.9%
$2,500-$2,999	381	17.0%	27,084	9.7%
$3,000 or more	368	16.4%	38,816	13.8%
Total	**2,239**	**100%**	**280,487**	**100%**
Median Cost/Month	**$1,910**		**$1,747 $**	
Non-Mortgaged Units				
Less than $250	25	1.8%	6,532	4.8%
$250-$399	262	18.9%	18,215	13.5%
$400-$599	554	39.9%	33,025	24.5%
$600-$799	269	19.4%	39,660	29.4%

~~$800-$999~~	~~53~~	~~3.8%~~	~~26,077~~	~~19.3%~~
~~$1,000 or more~~	~~224~~	~~-~~	~~11,521~~	~~8.5%~~
~~**Total**~~	~~**1,387**~~	~~**84%**~~	~~**135,030**~~	~~**100%**~~
~~**Median Cost/Month**~~	~~**$506**~~		~~**$564**~~	

~~Source: Shimberg FHDC based on U.S. Census Bureau 2011-2015ACS 5-Yr Summary File, and U.S. Census Bureau 2011-2015 ACS 5-Yr Estimates Selected Housing Characteristics (DP04)~~

Table 3.8: Owner Households by Monthly Housing Costs with Mortgage (2023)

Monthly Costs of Owner Households	Wilton Manors		Broward	
	Number	Percent	Number	Percent
Mortgaged Units				
$0-$999	94	4.34	9,943	3.53
$1,000-$1,249	172	7.9	15,310	5.43
$1,250-$1,499	84	3.9	19,252	6.83
$1,500-$1,999	181	8.4	49,902	17.71
$2,000 - $2,499	462	23.5	53,659	19.05
$2,500-$2,999	278	12.84	42,707	15.16
$3,000-$3,499	325	15.01	33,345	11.84
$3,500-$3,999	266	12.29	19,087	6.78
$4,000 or more	193	8.9	37,958	13.47
Total	**2,165**	**100**	**281,727**	**100**
Median Cost/Month	**$2,683**		**$1,879**	
Non-Mortgaged Units				
$399 or less	0		16,683	
$400-$499	66		12,190	
$500-$599	269		18,235	

$600-$699	156		19,048	
$700-$799	253		22,511	
$800-$899	238		17,063	
$900-$999	197		15,806	
$1000-$1099	0		12,886	
$1100-$1199	62		12,070	
$1200 or more	485		56,816	
Total	**2,043**	**100**	**203,431**	**100**
Median Cost/Month	**$955**		**$859**	

Source: Shimberg FHDC based on U.S. Census Bureau 2019-2023 ACS 5-Yr

Monthly Cost of Renter-Occupied Units

Comparative monthly renter cost data for Wilton Manors and Broward County are presented in Table 3.9. Approximately ~~85.6~~ 74.63 percent of renter-occupied units in Wilton Manors pay between ~~$500 and $1,999~~ $1,000 and $2,499 in monthly gross rent. The median gross rent increased by ~~4.9~~ 42.6 percent between ~~2010~~ 2015 ~~($1,026~~ $1,074) and ~~2015~~ 2023 ~~($1,074~~ $1,871). ~~This, in turn, is twice as much as the median gross rent of $507 in 1990.~~ Residents in Wilton Manors have a slightly lower median rent cost than in the County overall by 1.88 percent.

~~Table 3.9: Gross Rent of Housing, Compared (2015 2023)~~

~~Occupied Units Paying Rent~~	~~Wilton Manors~~		~~Broward County~~	
	~~Number~~	~~Percent~~	~~Number~~	~~Percent~~
~~Less than $500~~	~~104~~	~~3.8%~~	~~7,837~~	~~3.3%~~
~~$500-$999~~	~~1,129~~	~~41.0%~~	~~66,883~~	~~28.4%~~
~~$1,000-$1,499~~	~~869~~	~~31.5%~~	~~96,564~~	~~41.0%~~
~~$1,500-$1,999~~	~~361~~	~~13.1%~~	~~42,740~~	~~18.2%~~

$2,000-$2,499	199	7.2%	12,664	5.4%
$2,500-$2,999	65	2.4%	4,595	2.0%
$3,000 or more	28	1.0%	3,980	1.7%
Total	**2,755**	**100%**	**235,263**	**100%**
Median Rent/Month	**$1,074**		**$1,191**	
Occupied Units Not Paying Rent	**93**		**9,330**	

Source: U.S. Census Bureau 2011-2015 ACS 5-Yr Estimates Selected Housing Characteristics (DP04)

Table 3.9: Renter Households by Gross Rent, Compared (2023)

Occupied Units Paying Rent	Wilton Manors		Broward County	
	Number	Percent	Number	Percent
$749 or less	0	0	9,215	3.37
$750-$999	93	4.0	6,722	2.46
$1,000-$1,499	425	18.30	48,957	17.89
$1,500-$1,999	763	32.86	72,228	26.39
$2,000-$2,499	545	23.47	58,726	21.46
$2,500-$2,999	95	4.09	33,099	12.09
$3,000-$3,499	50	2.15	17,407	6.36
$3,500 or more	87	3.75	16,724	6.11
No Cash Rent	124	5.34	10,617	3.88
Total	**2,322**	**100**	**273,695**	**100**
Median Rent/Month	**$1,871**		**$ 1,907**	

Source: U.S. Census Bureau 2019-2023 ACS 5-Yr Estimates Selected Housing Characteristics

Household income

In 2015 2023, the median household income in Wilton Manors was $53,642 $85,392 and in Broward County it was $77,663. and the median family income $67,20, compared to $49,991 and $60,070 in

2010. This represents an increases of 6.0 37.18 for Wilton Manors and 33.08 percent for Broward County as a whole as shown in Table 3.10. and 11.9 percent, respectively. More than a third or 40.8 percent of households in Wilton Manors have an income of more than $100,000 and 25.8 percent have an income of less than $25,000.

The 2015 2023 median household income in Broward County overall was slightly less than the City's, at $51,968 as shown in Table 3.10. More than a third of all the City's households makes less than $35,000 in annual income, with 13.1 percent of the households earning less than $15,000. Approximately 35 percent earn an income between $35,000 and $75,000, and 22 percent earn more than $100,000.

Table 3.10: Household Income, Compared (2015)

Income Range	Wilton Manors		Broward County	
	Number	Percent	Number	Percent
Less than $15,000	875	13.1%	81,894	12.2%
$15,000 $24,999	630	9.4%	74,589	11.1%
$25,000 $34,999	625	9.3%	70,760	10.6%
$35,000 $49,999	1,026	15.3%	94,903	14.2%
$50,000 $74,999	1,298	19.4%	121,555	18.1%
$75,000 $99,999	756	11.3% 12.4%	76,789	11.5%
$100,000 $149,999	708	10.6%	83,883	12.5%
$150,000 $199,999	326	4.9%	33,341	5.0%
$200,000 or more	443	6.6%	32,570	4.9%
Total	**6,687**	**100%**	**670,284**	**100%**
Median Household Income	**$53,642**		**$51,968**	

Source: U.S. Census Bureau 2011 2015 2019 2024 ACS 5 Yr Estimates Selected Economic Characteristics (DP03)

Table 3.10: Household Income, Compared (2024)

Income Range	Wilton Manors	Broward County

	Number	Percent	Number	Percent
Less than $15,000	573	7.8	88,089	10.15
$15,000-$24,999	373	5.1	67,253	7.75
$25,000-$34,999	950	12.9	75,153	8.66
$35,000-$49,999	683	9.3	111,095	12.8
$50,000-$74,999	910	12.4	151,897	17.5
$75,000-$99,999	876	11.9	108,056	12.45
$100,000-$149,999	1,223	16.6	134,709	15.52
$150,000-$199,999	640	8.7	58,311	6.72
$200,000 or more	1,141	15.5	73,588	8.48
Total	**7,369**	**100**	**868,151**	**100**
Median Household Income	**$85,392**		**$77,663**	

Source: U.S. Census Bureau 2019-2024 ACS 5-Yr Estimates

Household Cost to Income

The U.S. Department of Housing and Urban Development (HUD) considers a cost-to-income ratio of more than 30 percent to be a sign of excessive housing cost, i.e. a household is cost burdened if it spends more than 30 percent of its overall income on housing costs.

In Wilton Manors, of the owner-occupied housing units with a mortgage in ~~2015~~ 2024, ~~57.1~~ 65.12 percent of the owning households pay less than 30 percent of their income on housing, compared to ~~53.7~~ 53.44 percent in Broward County, as shown in Table 3.11. The remaining ~~42.9~~ 34.88 percent of residents in Wilton Manors pay more than 30 percent of their income on housing~~, with 34.8 percent spending more than 35 percent on housing costs.~~

For owner-occupied units without a mortgage, only ~~22.1~~ 20.2 percent of the City's households pay more than 30 percent of their income on housing ~~(this percentage is close to Broward County's)~~. The cost burden of residents is reflective of the affordability gap, especially for the owner-occupied units where the units cost more to maintain.

Table 3.11: Cost-to-Income Ratio of Owner-Occupied Units, Compared (2015)

Cost as a % of Household Income	Wilton Manors		Broward	
	Number	Percent	Number	Percent
Mortgaged Units				
Less than 20.0%	488	22.1%	77,257	27.7%
20.0%-24.9%	510	23.0%	38,990	14.0%
25.0%-29.9%	266	12.0%	33,358	12.0%
30.0%-34.9%	179	8.1%	25,300	9.1%
35.0% or more	770	34.8%	103,526	37.2%
Total Mortgaged Owner Units	**2,213**	**100%**	**278,431**	**100%**
Not computed	**26**	**-**	**2,056**	**-**
Non-Mortgaged Units				
Less than 10.0%	269	19.8%	41,960	29.7%
10.0%-14.9%	370	27.3%	24,715	17.5%
15.0%-19.9%	100	7.4%	18,016	12.7%
20.0%-24.9%	217	16.0%	13,005	9.2%
25.0%-29.9%	102	7.5%	9,079	6.4%
30.0%-34.9%	54	4.0%	6,855	4.8%
35.0% or more	245	18.1%	27,878	19.7%
Total Non-Mortgaged Owner Units	**1,357**	**100%**	**141,508**	**100%**
Not computed	**30**	**-**	**3,969**	**-**

Source: U.S. Census Bureau 2011-2015 ACS 5-Yr Estimates Selected Housing Characteristics (DP04)

Table 3.11: Owner Costs as a Percentage of Household Income, 2024 Estimates

Cost as a % of Household Income	Wilton Manors		Broward	
	Number	Percent	Number	Percent
Mortgaged Units				
Less than 30%	1,460	65.12	148,363	53.44
More than 30%	782	34.88	129,251	46.56
Total Mortgaged Owner Units	**2,242**	**100**	**277,614**	**100**
Non-Mortgaged Units				
Less than 30%	1,452	79.80	139,255	70.05
More than 30%	368	20.2	59,548	29.95
Total Non-Mortgaged Owner Units	**1,820**	**100**	**198,803**	**100**

Source: Shimberg FHDC U.S. Census, ACS 2024 1 and 5 Yr Estimates

Table 3.12 shows that for renter-occupied households in Wilton Manors, ~~55.9~~ 30.15 percent pay less than 30 percent on housing compared to a ~~significantly lower share~~ similar percentage of ~~38.4~~ 31.97 percent in Broward County.

Conversely, renter households paying more than 30 percent account for ~~43.7~~ 64.51 percent of the households in Wilton Manors and ~~61.6~~ 61.71 percent in Broward County. The percentages between Wilton Manors and Broward County for renter-occupied households are very similar.

~~Table 3.12: Gross Rent as a Percentage of Household Income, Compared (2015)~~

~~Percent of Gross Rent~~	~~Wilton Manors~~		~~Broward~~	
	~~Number~~	~~Percent~~	~~Number~~	~~Percent~~
~~Less than 15.0%~~	~~199~~	~~7.3%~~	~~13,785~~	~~6.0%~~
~~15.0% 19.9%~~	~~275~~	~~10.1%~~	~~20,914~~	~~9.1%~~
~~20.0% 24.9%~~	~~503~~	~~18.5%~~	~~26,597~~	~~11.6%~~
~~25.0% 29.9%~~	~~553~~	~~20.3%~~	~~26,829~~	~~11.7%~~
~~30.0% 34.9%~~	~~167~~	~~6.1%~~	~~22,844~~	~~10.0%~~

~~35.0% or more~~	~~1,022~~	~~37.6%~~	~~118,531~~	~~51.6%~~
~~**Total Occupied Units Paying Rent**~~	~~**2,719**~~	~~**100%**~~	~~**229,500**~~	~~**100%**~~
~~**Not computed**~~	~~**129**~~	~~-~~	~~**15,093**~~	~~-~~

~~Source: U.S. Census Bureau 2011-2015 ACS 5-Yr Estimates Selected Housing Characteristics (DP04)~~

Table 3.12: Gross Rent as a Percentage of Household Income, 2024 Estimates

Percent of Gross Rent	Wilton Manors		Broward	
	Number	Percent	Number	Percent
Less than 30%	700	30.15	86,571	31.97
Between 30% and 49.9%	637	27.43	81,393	30.06
More than 50%	861	37.08	85,713	31.65
Total – Not Computed	124	5.34	17,128	6.32
Total Occupied Units Paying Rent	**2,322**	**100**	**270,805**	**100**

Source: Shimberg FHDC U.S. Census, ACS 2024 1 and 5 Yr Estimates

Housing Conditions

Housing condition generally refers to the physical state of a dwelling. Different though similar definitions are used in describing the condition of housing, both internally and externally.

Section 420.0004(15) (Definitions) of the Florida Statutes applies, the term "substandard" to any dwelling units that are in violation of one or more major sections of the applicable building and/or housing codes, where such violation threatens the health of the occupants; or to units that have been declared unfit for human habitation but could be rehabilitated for less than 50 percent of the property value; or to units that lack complete plumbing or sanitary facilities for the exclusive use of the occupants. Local governments may determine that units without heating are not substandard if they are located in areas where the temperature extremes do not indicate heating as a life safety factor.

Internal Housing Conditions

The following indicators from the U.S. Census Bureau are used to determine internal housing conditions:

- Lack of indoor plumbing
- Lack of indoor kitchen facilities

- ~~Lack of telephone service~~
- ~~Overcrowding (number of occupants per room)~~

~~The U.S. Census considers more than 1.01 persons residing per room to be a measure of overcrowding and more than 1.50 persons per room as severely overcrowded. Only 0.5 percent of all occupied housing units in the City are overcrowded compared to 3.7 percent in the County.~~ Both the City and the County have minimal or null rates of units lacking complete plumbing and kitchen facilities, as shown in Table 3.13 which compares internal housing conditions in the City to Broward County. ~~About 1.0 percent of the units in the City lack telephone service (this includes cellphones according to the U.S. Census, https://www2.census.gov/programs-surveys/acs/about/qbyqfact/Housing.pdf).~~

Table 3.13: Internal Condition of Occupied Housing Units, Compared (~~2015~~ 2024)

Condition	Wilton Manors		Broward	
	Number	Percent	Number	Percent
Total Occupied Housing Units	~~**6,474**~~ **6,654**	-	~~**670,284**~~ **756,040**	-
Lacking complete plumbing facilities	0	-	~~1,887~~ 2,562	~~0.3%~~ 0.34%
Lacking complete kitchen facilities	~~122~~ 125	~~0.5%~~ 1.88%	~~4,732~~ 5,408	~~0.7%~~ 0.72%
~~Lacking telephone service~~	~~237~~	~~1.0%~~	~~16,178~~	~~2.4%~~
~~Overcrowded units~~	~~76~~	~~0.3%~~	~~18,648~~	~~2.8%~~
~~Severely overcrowded units~~	~~42~~	~~0.2%~~	~~5,852~~	~~0.9%~~
Total Occupied Units w/ Substandard Conditions	~~**477**~~ **125**	~~**2.0%**~~ **1.88%**	~~**47,297**~~ **7,970**	~~**7.1%**~~ **1.06%**

Source: U.S. Census Bureau ~~2011-2015~~ 2024 ACS ~~5~~1-Yr Estimates Selected Housing Characteristics ~~(DP04)~~

Table 3.13: Internal Condition of Occupied Housing Units, Compared (~~2015~~ 2024)

Condition	Wilton Manors		Broward	
	Number	Percent	Number	Percent
Total Occupied Housing Units	~~6,474~~ 6,654	-	~~670,284~~ 756,040	-
Lacking complete plumbing facilities	0	-	~~1,887~~ 4,699	~~0.3%~~ 0.5%
Lacking complete kitchen facilities	~~122~~ 166	~~0.5%~~ 2.3%	~~4,732~~ 6,942	~~0.7%~~ 0.8%
~~Lacking telephone service~~		~~1.0%~~	~~16,178~~	~~2.4%~~
No Fuel Used	~~237~~ 380	5.8%	40,139	5.3%
~~Overcrowded units~~ Overcrowded (1.01 or More Persons per Room)	~~76~~	~~0.3%~~	~~18,648~~ 34,487	~~2.8%~~ 5.1%
~~Severely overcrowded units~~	~~42~~	~~0.2%~~	~~5,852~~	~~0.9%~~
Total Occupied Units w/ Substandard Conditions	~~477~~ 125	~~2.0%~~ 1.88%	~~47,297~~ 7,970	~~7.1%~~ 1.06%

Source: U.S. Census Bureau ~~2011-2015~~ 2024 ACS 5-Yr Estimates ~~Selected Housing Characteristics (DP04)~~

External Housing Conditions

The City has adopted and utilizes the Florida Building Code.

In ~~2017~~ 2025 the City ~~issued~~ opened ~~2,904~~ 1,755 code violation~~s~~ cases. Violations that are written in the City ~~only~~ reflect code violations that affect the aesthetic value of the community, such as landscaping maintenance, driveways in disrepair, building maintenance and exterior building maintenance. In addition, many code violation cases are for structure improvements without building permits.

According to the City Code Compliance Division, violations are not concentrated in any particular area; rather the violations are generally evenly distributed throughout the City. Along with a number of foreclosures and abandoned structures, the financial inability of some residents to dedicate the necessary funds to upkeep and maintain their home has been a major factor in housing deterioration,

according to the Division. Another factor affecting the quality of housing in the City is work performed without proper building permit review to ensure consistency with standards set forth in the Florida Building Code.

Assisted Housing

At the County level, public sector housing is subsidized by one of four (4) agencies according to the Broward County Comprehensive Plan. The City does not administer its own housing programs so therefore residents utilize the County programs if needed.

No current estimates were available for the City of Wilton Manors from the ACS or Shimberg. However, the ACS 2024 estimates for Broward County indicate that there were 14.2 percent of Broward County households on either food stamps (SNAP) or cash public assistance. Using the percentage of Broward County households, an estimate for Wilton Manors was provided in Table 3.14. ~~Table 3.14 illustrates number of persons in the City on some form of public assistance,~~ Table 3.15 shows the inventory of federally, state and locally assisted rental housing in the City ~~(in this case, a facility with an anticipated opening in 2019)~~.

Table 3.14: Residents on Public Assistance

Type of Public Assistance	# Households	Percent
Cash Public Assistance Income	~~142~~ 80	~~2.1%~~ 1.1
Food Stamp/SNAP Benefits ~~(past 12 months)~~	~~716~~ 865	~~10.7%~~ 13

~~Source: U.S. Census Bureau 2011-2015 ACS 5-Yr Estimates Selected Economic Characteristics (DP03)~~ Source: ACS 2024 based estimate for Broward County and City of Wilton Manors

Table 3.15: Inventory of Federally, State and Locally Assisted Rental Housing

Development Name	Street Address	# Units	Assisted Units	Status	Program	Target
Residences at Equality Park	N. Dixie Highway at NE 20th Dr	48	48	~~Opening in 2019~~ Open	Housing Credits 4%	Persons with disabilities

Source: Shimberg FHDC

Group Homes

The Housing Element of the Broward County Comprehensive Plan~~, which is undergoing an update in the form of the~~ (Broward Next) ~~2.0 effort, currently~~ defines a group home as a facility which provides a living environment for unrelated residents that operate as the functional equivalent of a family, including such supervision and care as may be necessary to meet the physical, emotional and social needs of the residents. The term "group home" has been used in general to describe facilities in which six or more persons share group quarters but may vary in type and function. Adult Congregate Living Facilities, comparable in size to group homes, are included in this definition, but rooming or boarding homes, clubs, fraternities, sororities, monasteries or convents, hotels, residential treatment facilities, nursing homes, or emergency shelters are not.

Group home facilities are generally licensed and/or regulated by agencies such as the Florida Department of Children and Families (DCF), the Agency for Persons with Disabilities (APD), the Florida Agency for Healthcare Administration (AHCA), and the Florida Department of Health.

The Florida Department of Health does not license group homes but it does conduct inspections related to food hygiene and physical plant of group home facilities. Table 3.16 shows an inventory of the Assisted Living Facilities registered with AHCA and located in Wilton Manors.

Table 3.16: City of Wilton Manors Community Residential Facilities (as of May 2018)

Facility Name	Facility Type	Address	# Licensed Beds
Catholic Charities of the Archdiocese of Miami, Inc.	Adult Day Care Center	1503 NE 26th St.	50
Independence Hall: A Gold Bell Senior Living Community	Assisted Living Facility	1639 NE 26th St	125
~~Manor Pines Convalescent Center~~ The Pearl at Fort Lauderdale Rehabilitation & Nursing Center	Nursing Home	1701 NE 26th St	206
~~The Senior Spot~~	~~Adult Day Care Center~~	~~410 E Oakland Park Blvd~~	~~20~~
Williamsburg Landing: A Gold Bell Senior Living Community	Assisted Living Facility	1776 NE 26th Street	100

Wilton Manors Health and Rehabilitation Center	Nursing Home	2675 N. Andrews Ave.	147
Windsor Place Retirement Home	Assisted Living Facility	1850 NE 26th St.	80
The Residences at Equality Park	Supportive Housing (affordable)	2040 N Dixie Highway	48

Source: Florida Agency for Health Care Administration, http://floridahealthfinder.gov/facilitylocator/ListFacilities.aspx and City of Wilton Manors

The City is also served by local community-based care (CBC) organizations. The lead CBC agency serving the City of Wilton Manors is~~.~~ ChildNet, a non-profit chosen by the DCF to serve in both Broward and Palm Beach Counties. According to DCF, community based care organizations were established as a redesign of Florida's child welfare system. The program (http://www.myflfamilies.com/service-programs/community-based-care) seeks to combine outsourcing of foster care and related services to competent service agencies to promote increased local community ownership of service delivery and design. The goal is to improve accountability, resource development, and system performance.

According to the ChildNet website (http://www.childnet.us/portal/broward-county-foster-care-agencies), there are ~~three~~ two (2) foster home management agencies with a presence within the City.

- Kids in Distress, a private, community supported non-profit agency that provides care for physically and sexually abused children. Kids in Distress, Inc. provides day treatment for those in need as well as a 24 hour emergency center, with services such as counseling, behavioral health, therapeutic and domestic violence services. The organization is closely monitored by the State and the local courts due to the sensitivity of the cases.
- Mount Bethel Human Services Corp, an organization that, among other services, provides foster care services for children who have been removed from their homes as a result of abuse, neglect or abandonment. Mount Bethel Human Services trains, licenses, places children, and manages the foster homes.
- ~~The Twelve for Children and Families of Florida, Inc., is a health care organization with Community/Behavioral Health listed as their primary medical specialization.~~

According to the State of Florida, ~~T~~there ~~are no~~ is one AHCA-licensed residential treatment center~~s~~ for ~~either~~ adults ~~or children and adolescents~~ in Wilton Manors at present, Archways located at 2617 NW 9 Lane. There are no licensed AHCA residential treatments centers for children or adolescents in the City.

Mobile Homes

The City currently has no mobile home park facilities located within its limits. The City's last mobile home park, Middle River Trailer Park, was replaced in 2016 by a 179-unit high-end rental apartment complex, The Metropolitan.

Historically Significant Housing

There are six (6) records of historically significant residential structures in the Florida Master Site File; none are eligible for NRHP based on information obtained in June 2018. Of these, however, the Richardson Property is of unique interest to the City and includes two buildings of historical significance –a manor house and carriage house– and was the site of Broward County's third golf course which was built in 1936 (no longer in existence). The Wilton Manors Historical Society, created in 2002, sought to have the Richardson Park initiated as the City's first historical landmark and in September 2007, the Richardson Historic Park and Nature Preserve was officially opened.

The City currently has approximately 3,801 units which were built prior to 1968, meaning they are either approximately 50 years of age or older. The National Register of Historic Places' Criteria for Evaluation provides the context for determining if a property is eligible for listing.

Housing Analysis

Methodology

The U.S. Census~~,~~ the Shimberg Center for Housing Studies Florida Housing Data Clearinghouse (FHDC) and locally prepared data by the Broward County were used to compile the information required for the Housing Analysis.

Both data sets are utilized for the population and household projections to provide the most recent and available data, as required by the Florida Statutes. The City will continue to provide housing units for its existing and future population based on actual realized demographic changes that occur over time within the City.

Population and Household Projections

Overall population projections from both Broward County and the Shimberg Center for the period between ~~2015-2040~~ 2025-2050 are shown in Table 3.17, below. The different methodologies utilized by the County and Shimberg create disparities between the various projections, ~~but the two sets are not far apart,~~ especially after the year 2025. Generally, Broward County's projections are ~~slightly lower~~ higher

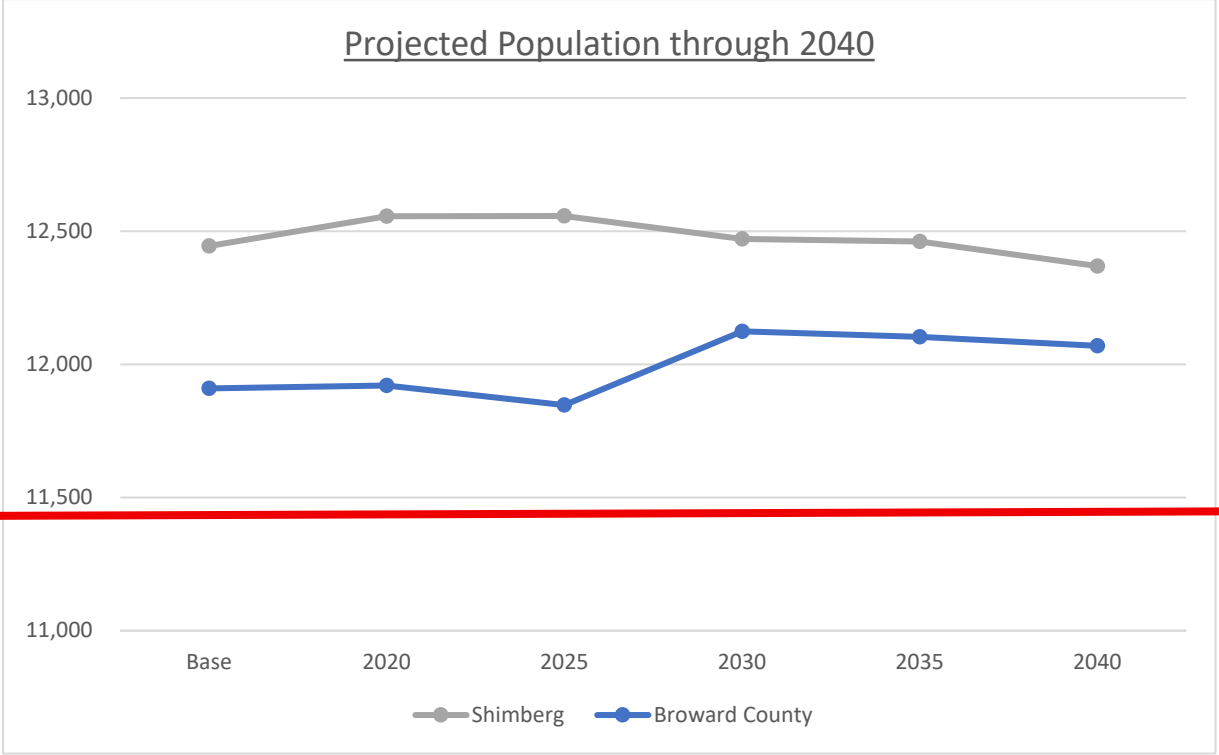
than Shimberg's, but predict that the City's population will continue to grow, though very marginally, through ~~2040~~ 2050. Broward County's Population and Forecast and Allocation Model 2024 takes into consideration the City's effort to increase density to attract redevelopment which is visible in the Broward County's projected population increase.

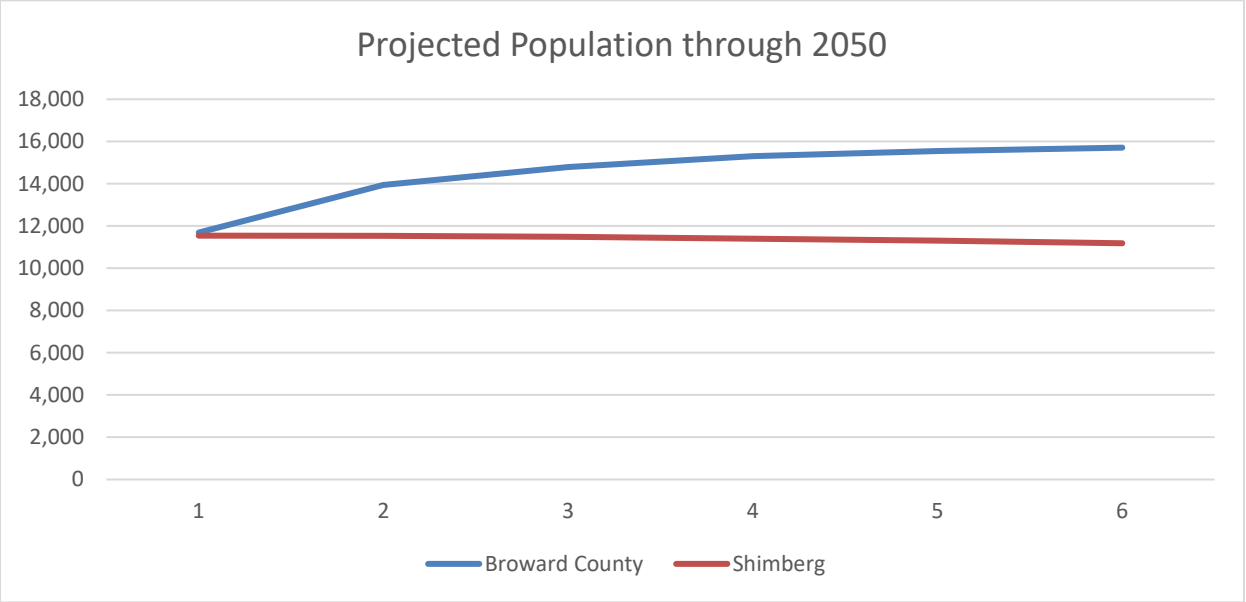
Table 3.17: Projected Population through ~~2040~~ 2050, Compared

Forecast Model	Base	~~2020~~	2025	2030	2035	2040	2045	2050
Shimberg	~~12,445*~~	~~12,556~~ 11,544	~~12,557~~ 11,543	~~12,471~~ 11,543	~~12,461~~ 11,490	~~12,369~~ 11,401	11,302	11,184
Broward County	~~11,910**~~ ~~11,426 (US Census)~~	~~11,920~~	~~11,847~~ 11,691	~~12,124~~ 13,940	~~12,103~~ 14,794	~~12,069~~ 15,300	~~11,302~~ 15,554	15,711

Source: Shimberg FHDC~~, Broward County Traffic Analysis Zones and Municipal Forecasts Update~~ and Broward County Population Forecast and Allocation Model 2024
~~2014~~

~~* 2016 Estimate ** 2015 Estimate~~





Source: Shimberg FHDC and Broward County Population Forecast and Allocation Model 2024

Table 3.18 shows a projection of the population by age cohorts, based on Shimberg's forecast. Given that Wilton Manors is a mature, built-out city and that its demographics tend to favor older, smaller households, the key outcome (regardless of which projection is favored) is that future population growth can be expected to be both rather minor and slow over the next ~~20~~ 25 years~~.~~ ,according to Shimberg estimates.

Table 3.18: Population Projections by Age Group, ~~2016-2040~~ 2025-2050

(Permanent and Institutional)

Year	~~2016~~ 2025	~~2020~~ 2030	~~2025~~ 2035	~~2030~~ 2040	~~2035~~ 2045	~~2040~~ 2050
Age Group	-					
0-14	~~843~~ 584	~~758~~ 528	~~658~~ 477	~~550~~ 415	~~475~~ 396	~~396~~ 384
15-24	~~675~~ 509	~~540~~ 419	~~454~~ 392	~~392~~ 371	~~350~~ 366	~~306~~ 357

25-34	~~1,285~~ 1,301	~~1,124~~ 1,116	~~950~~ 929	~~711~~ 773	~~612~~ 737	~~541~~ 728
35-44	~~1,951~~ 1,411	~~1,924~~ 1,396	~~1,666~~ 1,341	~~1,402~~ 1,161	~~1,200~~ 1.098	~~921~~ 1,064
45-54	~~2,675~~ 1,585	~~2,389~~ 1,396	~~2,199~~ 1,428	~~2,163~~ 1,430	~~1,905~~ 1,439	~~1,642~~ 1,342
55-64	~~2,576~~ 2,520	~~2,902~~ 2,087	~~2,811~~ 1,740	~~2,466~~ 1,551	~~2,315~~ 1,578	~~2,320~~ 1,625
65-74	~~1,355~~ 2,130	~~1,705~~ 2,597	~~2,180~~ 2,405	~~2,605~~ 2,042	~~2,605~~ 1,858	~~2,360~~ 1,854
75+	~~1,085~~ 1,504	~~1,214~~ 2004	~~1,639~~ 2,778	~~2,182~~ 3,658	~~2,999~~ 3,830	~~3,883~~ 3,830
Total	**~~12,445~~ 11,544**	**~~12,556~~ 11,543**	**~~12,557~~ 11,490**	**~~12,471~~ 11,401**	**~~12,461~~ 11,302**	**~~12,369~~ 11,184**

Source: Shimberg FHDC

Table 3.19, below, ~~compares~~ shows the projected growth of households according to ~~the two forecast models~~ Broward County projections. ~~Similar to the population forecast, Shimberg projects a generally higher rate of growth in households, although the growth curve begins to flatten after 2020. With the exception of 2030, the Broward County forecast is rather flat altogether (even predicting negative growth in 2025 and 2040). Dwelling units are expected to increase throughout the projection period, but also at a low rate. This, as stated previously, is indicative of the mature character of the City.~~ According to the ACS estimates, there were 7,369 households in Wilton Manors in 2023. Broward County has projected that number to increase to 8,397 in 2050.

Table 3.19: Projected Growth in Households and Housing Need through ~~2040~~ 2050~~, Compared~~

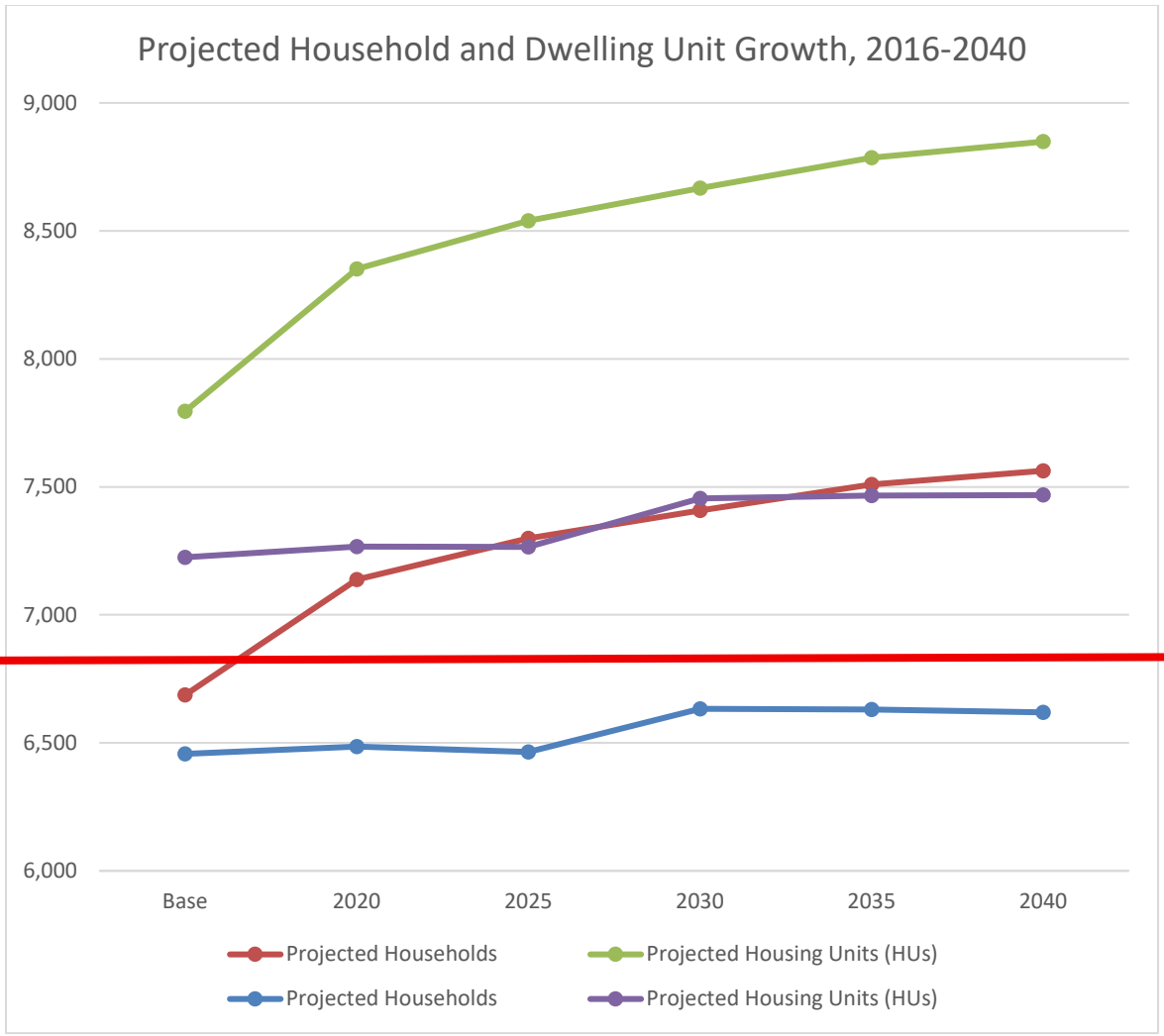
~~Year~~	~~Base~~	2020	~~2025~~	~~2030~~	2035	~~2040~~ ~~2050~~
~~Shimberg Forecast*~~						
~~Projected Households (HH)~~	~~6,687~~	~~7,138~~	~~7,299~~	~~7,408~~	~~7,509~~	~~7,563~~
~~Proj. 5-Yr HH Increment (%)~~	~~12.3%~~	~~6.7%~~	~~2.3%~~	~~1.5%~~	~~1.4%~~	~~0.7%~~

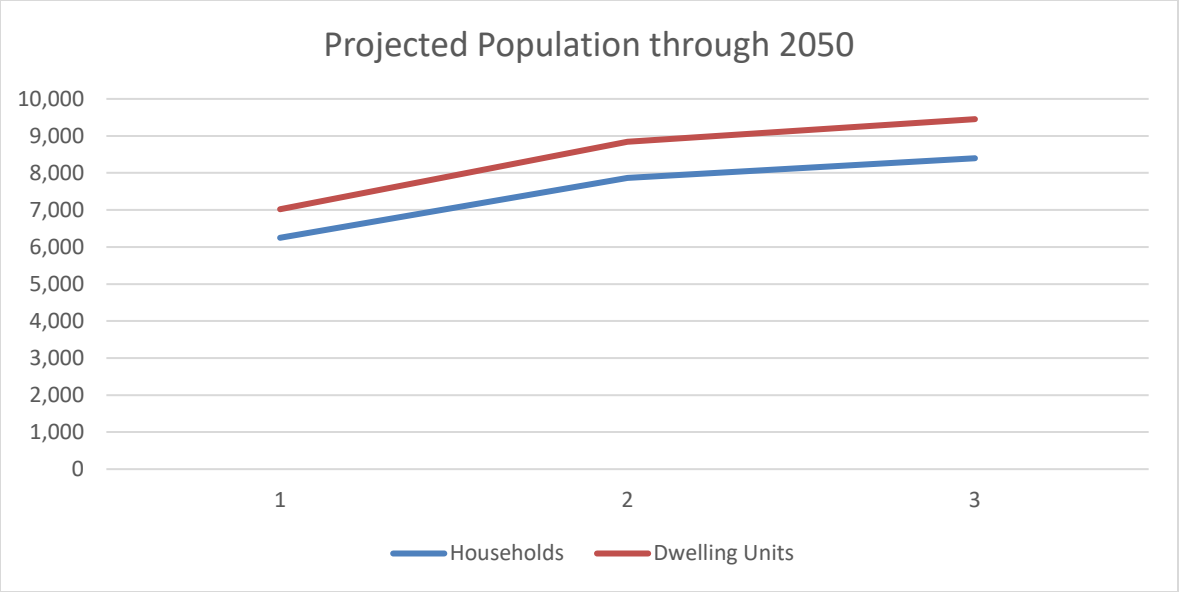
~~Projected Housing Units (HUs)~~	~~7,795~~	~~8,351~~	~~8,540~~	~~8,667~~	~~8,786~~	~~8,849~~
~~Proj. 5-Yr Growth in HUs Need (%)~~	~~11.4%~~	~~7.1%~~	~~2.3%~~	~~1.5%~~	~~1.4%~~	~~0.7%~~
Broward County Forecast						
Projected HH	~~6,457~~	~~6,485~~ 6,249	~~6,465~~ _	~~6,633~~ _	~~6,630~~ 7,868	~~6,619~~ 8,397
Proj. ~~5~~ 15-Yr HH Increment (%)	~~3.2%~~	~~0.4%~~ _	~~-0.3%~~ _	~~2.5%~~ _	~~0.0%~~ 20.58	~~-0.2%~~ 6.30
Projected ~~Housing~~ Dwelling Units (HUs)	~~7,225~~	~~7,267~~ 7,020	~~7,266~~ _	~~7,455~~ _	~~7,466~~ 8,845	~~7,468~~ 9,453
Proj. ~~5~~ 15-Yr Growth in HUs Need ~~(5%)~~	~~0.6%~~	~~0.6%~~ _	~~0.0%~~ _	~~2.6%~~ _	~~0.1%~~ 20.63	~~0.0%~~ 6.43

Source: ~~Shimberg FHDC, Broward County Traffic Analysis Zones and Municipal Forecasts Update 2014~~

~~U.S Census 2012-2016 ACS 5-Year Estimates, Selected Housing Characteristics (DP04)*~~

Broward County Municipal Population Forecast and Allocation Model 2024


Projected Household and Dwelling Unit Growth, 2016-2040
9,000
8,500
8,000
7,500
7,000
6,500
6,000
Base
2020
2025
2030
2035
2040
Projected Households
Projected Housing Units (HUs)
Projected Households
Projected Housing Units (HUs)



City of Wilton Manors Community Development Services Department from US Census and Broward County Municipal Population Forecast and Allocation Model 2024

Household Size Projections

Table 3.20 shows projected average household size through ~~2040~~ 2050, based on the population-household growth ratio. ~~The Shimberg based projection indicates that household size will continue to shrink and likely be dominated by the one to two person households. In the projection based on Broward County, the average household size remains rather constant. The predominant age of householders will continue to increase throughout the projection period, with householders 75 years old and above predominating after 2035.~~ There is a projected increase of household size of 13.37 percent or 0.25 persons by 2050. The predominant age range in 2050 is projected to be 75 plus.

Table 3.20: Projected Average Household Size and Predominant Householder Age through ~~2040~~ 2050~~, Compared~~

Year	~~Base~~	2020 (US Census)	~~2025~~	~~2030~~	2035	~~2040~~ 2050
~~Projected HH Size (using Shimberg)~~	~~1.86~~	~~1.76~~	~~1.72~~	~~1.68~~	~~1.66~~	~~1.64~~
Projected HH Size ~~(using Broward County)~~	~~1.84~~	~~1.84~~ 1.62	~~1.83~~	~~1.83~~	~~1.83~~ 1.89	~~1.82~~ 1.87
Predominant Age Range of HH	~~45-64~~	55-64	~~55-64~~	~~65-75 75+~~	75+	75+

Source: ~~Estimated by CGA from U.S. Census ACS 2011-2015 Selected Housing Characteristics (DP04), Shimberg FHDC~~

and Broward County 2014 Household projections City of Wilton Manors Community Development Services Department from US Census and Broward County Municipal Population Forecast and Allocation Model 2024

* 2016 Estimate;

** 2015 Estimate

Projections by Income Range

Projected income ranges developed by the Shimberg Center were analyzed using Broward County's Affordable Housing Income Limits for 2018 2025, based on HUD's Income Limits Documentation System for a family of as shown in Table 3.21. The income limits are based on the median family income for the area. The household size dictates the income limit that applies to determine the eligibility of the household for a program.

Table 3.21: Broward County Income Limits 2018 2025

(for families of 2 and 4 persons)

Income Category	2 person	4 person
Extremely Low (30%)	$ 19,400 27,700	$ 25,100 34,600
Very Low (up to 50%)	$ 32,350 46,100	$ 40,400 57,650
Low (80 50% to 120%)	$ 51,750 73,800	$ 64,650 92,200
Moderate (80 to 120%+)	$ 77,640 110,880	$ 96,960 138,600

Source: Broward County (http://www.broward.org/Housing/Pages/IncomeChart.aspx), effective April 2018 Broward County

Table 3.24 illustrates projections by income ranges for 2020 2025 and 2040 2050. This chart table shows similar projections in all income levels. noticeable growth in the projected growth in households with incomes less than 50 percent of AMI between 2020 and 2040. This corresponds to the rise in the predominant age of householders, as indicated in Table 3.22.

Table 3.22: Projected Growth in Households by Income, 2020 2025 and 2040 2050

Household Income as a % of AMI	~~2020~~ 2025	% Change (from ~~2016~~ 2020)	~~2040~~ 2050	% Change (from ~~2020~~ 2025)
~~0%-30% AMI or less~~ Less than or equal to 30% AMI	~~847~~ 484	~~5.1%~~ 1.86	~~1,058~~ 486	~~24.9%~~ 0.41
~~30.1%-50% AMI~~ Greater than 30% but less than or equal to 50% AMI	~~1,071~~ 624	~~6.8%~~ 0.65	~~1,443~~ 600	~~34.7%~~ -3.8
~~50.1%-80% AMI~~ Greater than 50% but less than or equal to 80% AMI	~~1,014~~ 855	~~3.8%~~ 0.71	~~1,138~~ 816	~~12.2%~~ -4.6
~~80.1-120% AMI~~ Greater than 80% but less than or equal to 100% AMI	~~1,184~~ 405	~~2.9%~~ 2.0	~~1,192~~ 404	~~0.7%~~ -0.25
~~120.1%+ AMI~~ Greater than 100% AMI	~~3,022~~ 3,999	~~53.7%~~ 2.7	~~2,732~~ 4,116	~~9.6%~~ 2.9
Total Households	**~~7,138~~ 6,637**	**~~31.8%~~ 7.9**	**~~7,563~~ 6,422**	**~~6.0~~ -3.2**

Source: Shimberg FHDC

Affordable Housing Needs Assessment

Pursuant to Florida Statutes, affordable housing is defined as housing for which monthly rents or monthly mortgage payments, including taxes, insurance and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for the households or persons indicated in ~~s.~~ Section 420.004, F.S. (2011). As such, the following analysis has been undertaken using data from the Shimberg Center Housing Studies.

Housing Growth By Tenure

Table 3.23 illustrates the growth trends of households by tenure. Overall growth of households is projected to continue throughout the projection period. However, after peaking in ~~2020~~ 2030, the number of renter-occupied units will begin a downward trend. Between ~~2020~~ 2030 and ~~2040~~ 2050, the number of renter-occupied units is projected to decrease by an estimated ~~240~~ 885 units or ~~8.0~~ 27.15%

percent, whereas the number of owner-occupied units is expected to increase by ~~16.6~~ 4.18 percent between 2030 and 2050, but after 2035 there is a slight downward trend.

Table 3.23: Projected Household Tenure, ~~2016-2040~~ 2025-2050

Tenure	~~2016~~ 2025	~~2020~~ 2030	~~2025~~ 2035	~~2030~~ 2040	~~2035~~ 2045	~~2040~~ 2050
Homeowner Households	~~3,826~~ 3,699	~~4,025~~ 3,878	~~4,239~~ 3,970	~~4,425~~ 4,083	~~4,574~~ 4,073	~~4,693~~ 4,047
Renter Households	~~3,089~~ 2,669	~~3,113~~ 3,260	~~3,060~~ 2,516	~~2,983~~ 2,433	~~2,935~~ 2,407	~~2,870~~ 2,375
Total Households	~~6,915~~ 6,637	**7,138**	~~7,299~~ 6,486	~~7,408~~ 6,516	~~7,509~~ 6,480	~~7,563~~ 6,422

Source: Shimberg FHDC

Cost Burden

The Shimberg Center assesses cost burden on two levels:

- based upon area median income data, which is used to apply income limits for low, very low and extremely low income categories
- based upon cost-to-income data

The tables below show the projected cost burden for all owner and renter-occupied households and the number of severely cost burdened households with incomes less than 80 percent of area median income (AMI). By ~~2040~~ 2050, the City is projected to have ~~806~~ 821 owner-occupied and ~~1,150~~ 1,126 renter-occupied households which are severely cost burdened and are in ~~a~~ the low to extremely low income category.

Table 3.24: Projected Affordable Housing Need,

~~by Tenure and Income Level~~ ~~2016-2040~~ Household by Tenure and Income, 2025-2050

~~Number of Severely Cost Burdened Households (50%+) with Income Less than 80% AMI~~ Severely Cost Burdened Households

Owner-Occupied Households						
HH Income as a % of AMI	**~~2016~~ 2025**	**~~2020~~ 2030**	**~~2025~~ 2035**	**~~2030~~ 2040**	**~~2035~~ 2045**	**~~2040~~ 2050**
Less than or equal to 30% AMI ~~or less~~	~~223~~ 264	~~243~~ 276	~~273~~ 284	~~303~~ 293	~~329~~ 292	~~349~~ 290
Greater than 30~~.1~~% ~~-~~ but less than or equal to 50% AMI	~~180~~ 215	~~195~~ 225	~~218~~ 231	~~242~~ 238	~~261~~ 237	~~277~~ 236
Greater than 50~~.1~~% ~~–~~ but less than or equal to 80% AMI	~~152~~ 269	~~160~~ 282	~~166~~ 289	~~171~~ 297	~~177~~ 296	~~180~~ 295
Greater than 80% but less than or equal to 100% AMI	216	226	231	238	237	236
Greater than 100% of AMI	2,735	2,859	2,935	3,017	3,011	2,990
Total HH below 80% AMI	**~~598~~ 748**	**~~598~~ 783**	**~~657~~ 804**	**~~716~~ 828**	**~~767~~ 825**	**~~806~~ 821**
Renter-Occupied Households						
HH Income as a % of AMI	**~~2016~~ 2025**	**~~2020~~ 2030**	**~~2025~~ 2035**	**~~2030~~ 2040**	**~~2035~~ 2045**	**~~2040~~ 2050**
Less than or equal to 30% AMI ~~or less~~	~~542~~ 220	~~558~~ 214	~~579~~ 208	~~598~~ 201	~~615~~ 199	~~627~~ 196
Greater than 30~~.1~~% ~~-~~ but less than or equal to 50% AMI	~~318~~ 409	~~330~~ 397	~~344~~ 386	~~359~~ 373	~~373~~ 369	~~381~~ 364
Greater than 50~~.1~~% ~~–~~ but less than or equal to 80% AMI	~~121~~ 586	~~126~~ 569	~~131~~ 553	~~136~~ 535	~~141~~ 529	~~142~~ 521
Greater than 80% but less than or equal to 100% AMI	189	182	177	172	170	168
Greater than 100% of AMI	1,264	1,225	1,192	1,152	1,140	1,126
Total HH below 80% AMI	**~~981~~ 1,215**	**~~1,014~~ 1,180**	**~~1,054~~ 1,147**	**~~1,093~~ 1,109**	**~~1,129~~ 1,097**	**~~1,150~~ 1,081**

Source: Shimberg FHDC 2010-2050 Estimates

Analysis

The Affordable Housing Needs Assessment model results have illustrated apparent existing and future deficiencies in the provision of affordable housing in the City.

The Shimberg model simply compares median income with average home cost to determine affordability and assumes that monthly home costs in excess of 30 percent of median income is not affordable. Thus, it is recommended that the City continue to implement the affordable housing policies in the Housing Element and add new policies as appropriate to ensure that local affordable housing needs continue to be addressed and targeted toward the correct demographic based on needs and income. The City will also continue to implement its affordable housing program.

Housing Delivery

Private Sector Capability

The private sector's delivery of housing is affected by the market, interest rates, land availability as well as City and County regulations. As with other municipalities, the City will continue to rely on opportunities from the private sector for providing housing. Developers are expected to pay for their own needed infrastructure and the City assesses fees for affordable housing, local parks and recreation, library facilities, general government, police and fire services, ~~traffic~~, ~~drainage~~, ~~schools,~~; and water and sewer facilities and services.

Within recent years, the City has seen a rise in mixed-use development and a diversity in the type of housing units offered. Wilton Manors typically attracts a diverse population thus the need to offer housing of greater versatility is increasingly important to the City.

Although the City must rely on the private sector to create housing, the City maintains regulatory control over developments occurring in the City. Development control authority can allow the City the opportunity to not only gain housing units but institute measures that ensure affordable/workforce housing is incorporated in new developments. The City of Wilton Manors also currently has a regulation in place which mandates that developers contribute to an affordable housing program "for all new construction, building additions and on the renovation of existing buildings and building space when the building permit value of the renovation or improvement exceeds 50 percent of the replacement cost of the building or building space at the time of construction" (Sec. 080-090: Wilton Manors Code of Ordinances). The fees collected are placed into the City's Affordable Housing Trust Fund to assist in the

development of affordable housing intended to serve lower income families and those persons providing essential services to the City of Wilton Manors.

City of Wilton Manors Housing Capability

As stated above the private sector has been the predominant developer of housing in the City, with the City maintaining the administrative role in the processing of applications and permits of all developments with the City. In addition to maintaining an administrative role, the City assists the housing process through the implementation of the affordable housing fee program mentioned above.

Low income residents are eligible to participate in housing programs run by the County such as the Broward County Single Family Rehabilitation Program, Home Repair Program, and the Broward County Residential Redevelopment Housing Program. Eligible residents can also seek financial assistance from the Broward County Housing Authority. In addition to these services the City is compiling a special needs database for residents that may benefit from City services after a disaster.

Whether housing is developed through the private or the public sector, the City will focus its efforts on attracting projects for redevelopment as only ~~7.22~~ 0.52 acres of vacant land remain to be developed in the City. Redevelopment offers an opportunity for the City to rebuild a more sustainable community with planned elements reflecting New Urbanism, Smart Growth and Smart Code principles and also in implementing greener and more efficiently designed buildings, hence embracing the vision of becoming a "sustainable urban village." As a result of utilizing these concepts in residential development the City will also have the opportunity to provide a more pedestrian friendly community for its residents, making greater connections to housing, transportation and job opportunities for its residents. The City has seen much in the way of economic revitalization and new housing creation and will likely continue on this path as the City continues to be a desirable place to live.

Elimination of Substandard Housing

Currently, no listing of substandard housing units exists within the City. The City continues to enforce the goals, objectives and policies of the comprehensive plan to successfully ensure the elimination of substandard housing conditions, including, but not limited to:

- enforcing the County's minimum housing standards;

- ~~reviewing and amending the Property Maintenance Code every two years;~~ reviewing and amending pertinent sections of the City's Code of Ordinance related property maintenance as required.
- alerting property owners to deteriorating conditions through code compliance action; and
- providing information regarding Broward County's financial assistance programs ~~to~~ for qualifying homeowners for minor improvements.

Provision of Adequate Sites for Housing

Very Low, Low-Income and Moderate Income Households

The issue of affordable housing is prevalent in almost every municipality within Broward County and Wilton Manors is not an exception. In an effort to address this issue, the City established an affordable housing program, the purpose of which is to maximize the production of affordable housing units and set restrictions to maximize the preservation and continued use of said units as affordable housing. To implement the program the City has an affordable housing impact fee for residential and non-residential development. These impact fees fund the City's affordable housing trust fund, which allows the City to provide a range of housing opportunities, including affordable housing opportunities.

Additionally, no zoning limitation exists to the provision of housing for the very low, low and moderate income population. Through private developer assistance the City will be able to provide housing to assist its population. In addition to the City's affordable housing program, the City may have to consider the feasibility of developing other mechanisms for assisting the very low income households as programs geared toward housing assistance usually benefit the low income and moderate income households as the very low income households often do not qualify for housing. The use of Flex and Reserve units will not only allow the City the ability to develop additional units but also enable the City to manage growth.

Mobile Homes

Mobile homes are not allowed under the districts in the City's Zoning Code.

Group Homes and Foster Care Facilities

Wilton Manors provides for the special housing needs of the community through a number of housing types such as group homes for children and adults, foster homes, nursing homes, and Adult Living Facilities. Group homes are located within the residential housing areas of the community.

Rural and Farmworker Housing

The City is contained entirely within an urban setting with no agricultural activities; as such, the need for rural and farmworker housing does not exist in Wilton Manors.

Conservation of Historically Significant Housing

As stated above, the City will implement a policy to conduct a cultural resources assessment survey to locate and evaluate its historic structures prior to redevelopment and revitalization projects. If any are found, the City will ensure the preservation of such resources and structures. The City has also adopted regulations to provide for the inventory, designation and protection of such structures.



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

INFRASTRUCTURE ELEMENT

DATA INVENTORY AND ANALYSIS

~~ADOPTED~~ UPDATED
~~February 9, 2021~~ April 2026

Infrastructure Element

Introduction

This element is separated into four sub-elements: the Wastewater Sub-Element; the Solid Waste Sub-Element; the Drainage Sub-Element which includes Natural Groundwater Aquifer Recharge; and the Potable Water Sub-Element. These four sub-elements address the public facilities that are required to be identified and evaluated.

The Natural Groundwater Aquifer Recharge Element is combined with the Drainage Element since the function is an indirect result of the stormwater being channeled to the north and south branches of the Middle River and "finger" canals. The recharging of the Biscayne Aquifer is supported through the natural infiltration of the waters through the soils and river bottoms. The City maintains the catch basins in the public right-of-way. A few new private developments have been required to install retention facilities as part of construction.

Purpose Statement

The purpose of this Element is to evaluate the public facilities that are necessary to service both the current and projected demands of the residents and businesses of the City. The specific services evaluated as part of this section are those which are commonly known as the infrastructure. These services are essential in the delivery of safe and sanitary services for the general health and welfare of the people and businesses.

It is important to recognize that ~~the primary drainage facilities,~~ the potable water treatment plant, wastewater treatment facility, and solid waste facilities are owned by entities other than the City of Wilton Manors. These entities establish Level of Service Standards for their facilities. To the extent practical, the City adopts their standards. When it is not practical, however, the City coordinates with the entity through service agreements to ensure that levels of service are adequate. The City maintains contracts with service providers for all facilities with the

exception of drainage. The focus of the analysis herein will involve whether or not the City has secured through agreement or some other means ample capacities in the public facilities to accommodate its present and future needs.

The City is substantially built out with a very low projected population growth. This growth is predicted to occur through the recycling of the existing housing stock rather than through major new developments. Because of this built out status the need to address urban sprawl is not applicable to the City.

Potable Water Sub-Element

Introduction

The City of Wilton Manors maintains a large user agreement with the City of Fort Lauderdale for the supply of potable water. Wilton Manors owns and maintains the potable water distribution system within the City limits. This consists of the water mains, meters, and valves.

The only service that Wilton Manors provides to other municipalities is that of potable water services to Lazy Lake. The Village of Lazy Lake is an incorporated area of fifteen (15) residences entirely encompassed by the City of Wilton Manors. Wilton Manors provides a "pass through" service of water supply, maintenance of the lines, meter reading and billing. Fort Lauderdale does not differentiate the water supplies between Wilton Manors and Lazy Lake. As such the demands of Lazy Lake are not separated from the capacity analysis herein.

Potable Water Treatment Facilities

The City of Fort Lauderdale treats raw water at two potable water treatment plants: the Fiveash Water Treatment Plant and the Peele-Dixie Water Treatment Plant. The City of Fort Lauderdale's largest water treatment plant is the Fiveash WTP. The plant was originally constructed in 1950 and has undergone various expansions in subsequent years. The facility's

~~treatment~~ design capacity is ~~technically permitted at~~ 70 MGD. ~~According to the Adopted 2015 City of Fort Lauderdale 10-Year Water Supply Facilities Work Plan, Fiveash WTP staff indicate the plant capacity may be limited to 60 million gallons per day (MGD).~~ The plant uses conventional lime softening, followed by filtration. Disinfection is achieved by chloramination. The plant produces safe, reliable potable water which complies with current regulations. A new plant, the Prospect Lake Clean Water Center, is in construction and scheduled to be in operation by September 2026. The new plant will have a permitted capacity of 50 MGD, using a combination of 70% nanofiltration and 30% ion exchange technology.

The existing Peele-Dixie Water Treatment Plant is a nanofiltration treatment plant on the same site as the retired lime softening facilities. The nanofiltration treatment plant was placed into service the second quarter of 2008. The nanofiltration treatment plant has a maximum installed finished water treatment capacity of 12 million gallons per day with all units in service. The facility was designed to be expanded by the addition of three Reverse Osmosis (RO) trains that would utilize the Floridan Aquifer which would result in total installed potable water production capacity at the Peele-Dixie WTP site to be 18 MGD.

Wellfields

The City of Fort Lauderdale obtains all of its raw water supply from the surficial Biscayne Aquifer system via two active wellfields. These wellfields, which are commonly known as the Peele-Dixie Wellfield and the Prospect Wellfield, operate independently of each other, the former serving the Peele-Dixie Water Treatment Plant (WTP) and the latter serving the Fiveash WTP. Both wellfields are permitted by the SFWMD under Consumptive Use Permit No. 06-00123-W.

The Prospect Wellfield has 29 wells ~~have~~with pumping capacities of approximately ~~2,100~~3,000 gpm each, which equates to a total wellfield capacity of approximately 87 MGD. The Water Use Permit (WUP) allows up to 43.43 MGD Average Annual Daily per Day and 49.5 MGD maximum

month to be withdrawn from the Prospect Wellfield, with an additional 3 MGD allocated from the Palm Beach County C-51 Reservoir project.

~~Raw water to the Peele-Dixie Water Treatment Plant is supplied from groundwater from the Peele-Dixie Wellfield.~~

The ~~installed capacity of the New~~ Peele Dixie Wellfield has eight wells with pumping capacities of 2.5 MGD each, which equates to ~~is~~ approximately 20 MGD ~~(from eight 2.5 MGD wells).~~ The wellfield withdrawal permit limits the maximum withdrawal to 15 MGD on a daily basis.

More information on the Fort Lauderdale's water production and storage system can be found in the Adopted ~~2015~~2025 City of Fort Lauderdale 10-Year Water Supply Facilities Work Plan ~~(Adopted April 7, 2015).~~

Potable Water Distribution System

The water distribution system that services the majority of the Wilton Manors was installed during the 1960s. The system consists of approximately 249,250 linear feet of water mains. While some of the pipes date back to the original installation period, the City has completed a citywide water main replacement program to ensure the system meets all applicable standards and to increase available water flow and supply pressures in specific areas. There are three interconnections with large potable water transmission mains owned by Fort Lauderdale. Each of these connections includes a master meter assembly, so that Fort Lauderdale can accurately monitor and bill for the Wilton Manor's water usage. The City ~~is undertaking~~ completed a utilities master plan in ~~2019~~ 2020 which ~~will~~ reviewed the City's potable water system ~~and~~ to identify deficiencies and capacity constraints. The plan identified system improvements that have been incorporated into the five year Capital Improvement Plan and are currently in the process of being completed.~~capacity and prepare an improvement plan for the overall system. Resiliency review of the potable water system will also be included as part of the master plan.~~

Potable Water Demand and LOS Standards

Over the last five (5) years (~~2013 to 2017~~2021 - 2025), the City of Wilton Manors (including the Village of Lazy Lake) consumed an annual average of ~~1.3946~~ 1.3684 million gallons of potable water per day (See Table 4.2). Based on a ~~2016~~ 2020 population ~~estimate~~ of ~~12,445~~ 11,426 as reported by Shimberg FHDC, this equates to ~~112~~ 120 gallons per capita per day (gpcpd). The City's adopted LOS standard for potable water is 130 gallons per capita per day. The Adopted ~~2015~~ 2020 City of Fort Lauderdale 10-Year Water Supply Facilities Work Plan indicates the City utilizes a LOS standard of 197 gpcpd with a goal to reduce the LOS standard to 170 gpcpd through conservation by 2028. The City of Wilton Manors current water demands are below the City of Fort Lauderdale's capacity for the City.

Table 4.2 City of Wilton Manors Potable Water Demands (~~2013 to 2017~~2021 to 2025)

Year	Average Flow
~~2017~~ 2025	1.2955~~1.321~~ MGD
~~2016~~ 2024	1.3462~~1.436~~ MGD
~~2015~~ 2023	1.4418~~1.432~~ MGD
~~2014~~ 2022	1.3583~~1.391~~ MGD
~~2013~~2021	1.3774~~1.393~~ MGD
5-Year Average	1.3684~~1.3946~~ MGD

Source: Wilton Manors Emergency Management/Utilities Department, ~~September 2018~~ July 2025.

Potable Water Capacity Analysis

The City's LOS standard for potable water represents a gross estimate of potable water demand based on a current residential to non-residential ratio. A projection of the same standard on a per capita basis is equivalent to assuming that the residential to non-residential ratio will be largely unchanged in the future. For this analysis, Wilton Manors adopted LOS standard is 130 gpcpd which reflects an on-going effort to conserve water in the City but allows for higher consumption during periods where no water restrictions may be in place. Based on an adopted LOS standard of 130 gpcpd, Wilton Manors will generate the following potable water demand through the year ~~2040~~2050.

Table 4.3: City of Wilton Manors' Projected Potable Water Demand

Year	Wilton Manors Population	Potable Water Demanded in Millions of Gallons per Day (MGD)
~~2016~~	~~12,445~~	~~1.62 MGD~~
2020	~~12,556~~11,495	~~1.63~~ 1.49 MGD
2025	~~12,557~~11,544	~~1.63~~ 1.50 MGD
2030	~~12,471~~11,543	~~1.62~~ 1.50 MGD
2035	~~12,461~~11,490	~~1.62~~ 1.49 MGD
2040	~~12,369~~11,401	~~1.61~~ 1.48 MGD
2045	11,302	1.47 MGD
2050	11,184	1.45 MGD

Source: Shimberg FHDC and ~~Calvin, Giordano and Associates~~ Wilton Manors Emergency Management/Utilities Department, ~~2018~~ 2025

Conclusion

As discussed in the introduction section of this sub-element, the City of Wilton Manors is supplied with potable water by the City of Fort Lauderdale through a large user agreement. Wilton Manors maintains the water distribution system and is responsible for meter reading and billing. The Cities of Wilton Manors through the update to this sub-element and Fort Lauderdale through their adopted a 10-Year Water Supply Facilities Work Plan have coordinated the planning of potable water needs and facilities to reflect anticipated population growth and level of service standards as required by Florida Statutes. This coordination will continue with the preparation of the next round of 10-Year Water Supply Plans in ~~2019~~ 2029.

The City ~~is undertaking~~ completed a utilities master plan in ~~2019~~ 2020 which ~~will~~ reviewed the City's potable water system ~~and identify,~~ identifying deficiencies and capacity concerns with a recommended ~~capacity and prepare an~~ improvement plan for the overall system. These recomendations have been incorporated into the five-year capital improvement plan with other improvements to improve resiliency of the system ~~Following completion of the master plan, any necessary changes needed for the Potable Water Sub-Element of the Comprehensive Plan and potable water LOS will be undertaken. Resiliency review of the potable water system~~

~~will also be included as part of the master plan.~~

Wastewater Sub-Element

Introduction

The City of Wilton Manors does not own, maintain, or operate any sanitary sewer treatment facilities. The City, through a contractual "large user" agreement with Fort Lauderdale, utilizes the George T. Lohmeyer wastewater facility located within the confines of Port Everglades. All wastewater generated in the City is directed via sewer mains to a sewage pump station located on NE 26th Dr. From this point it is pumped through force mains north on NE 16th Ave and south along NE 15th Ave to the Fort Lauderdale regional wastewater system ~~a main trunk located in NE 16th Avenue. From this point it is pumped into a major trunk line~~ and onward to the treatment facility. All developments in the City use this wastewater treatment facility. The majority of the collection and transmission system was completed in the 1960s.

All but one septic tanks have been eliminated and the users have "tied into" the wastewater system. City legislation was passed mandating the connection to the sewer system. This legislation contained an amortization clause which set the time frame for the phasing out of septic systems provided sanitary sewers were in the public right of way.

The City owns the sewer mains in the street, the lift stations, and force mains except where elsewhere noted. The City is responsible for all the main sewer lines in the City. The City is also responsible for the 24" force mains by which the City's wastewater is carried to Fort Lauderdale's ~~main trunk line~~ main transmission system. The connections are ~~is~~ located at approximately 3700 NE 16 Avenue in the City of Oakland Park and 1850 NE 15th Ave in Fort Lauderdale. The City's generation of wastewater is metered at ~~this location~~ Pump Station #11 on NE 26th Dr.

The City is not responsible for private laterals which are the connections from homes and businesses to the sewer main usually located in the public right of way and beneath the roadway surface.

Wastewater Treatment Facility

The G.T. Lohmeyer wastewater treatment plant is owned by the City of Fort Lauderdale and is operated by Fort Lauderdale's Public Services Department. The plant has a capacity to treat 55.7 Million Gallons per Day according to information on the City of Fort Lauderdale's website. In addition to serving the City of Fort Lauderdale, it serves all of Wilton Manors and Oakland Park, portions of the City of Tamarac and unincorporated Broward County, and Port Everglades. The plant is a pure oxygen, activated sludge, secondary treatment facility. Treated effluent is injected into the boulder zone at an approximate depth of 3,000 feet. More information about G. T. Lohmeyer Treatment Plant is available by contacting the City of Fort Lauderdale.

Wastewater Pump Stations

The City of Wilton Manors Emergency Management/Utilities Department maintains 12 sewage pumping stations throughout City. Each pumping station is responsible for transferring collected wastewater to a subsequent gravity sewer collection system via a force main. All wastewater collected is eventually sent to pump station #11, which serves as a master pumping station for the entire City and conveys all wastewater to Fort Lauderdale for treatment and disposal. The City's generation of wastewater is metered at this location.

Wastewater Mains and Lines

A total of approximately ~~181,000~~ 188,260 linear feet of gravity sewer mains are maintained by the City's Emergency Management/Utilities Department. The City has a contractor that is routinely used to inspect and clean the wastewater lines. This equipment allows for televising the City's sewer lines, which is an essential tool that is commonly used to identify defects in a wastewater system. As such, the City has identified several defects in the wastewater system where infiltration occurs. In order to address and correct the known defects in the wastewater

system, the City has implemented an ongoing sanitary sewer rehabilitation program to address infiltration and inflow. The City ~~is undertaking~~ completed a utilities master plan in ~~2019~~ 2020 which ~~will~~ reviewed the City's wastewater system ~~and identify~~, identifying deficiencies and capcity concerns with a recommended ~~capacity and prepare an~~ improvement plan for the overall system. These recomendations have been incorporated into the five year capital improvement plan with other improvements to improve resiliency of the system

Wastewater Demand and LOS Standards

Over the last four (4) years (~~2014 to 2017~~2021 to 2025), the City of Wilton Manors generated an annual average of ~~2.001~~ 2.0736 million gallons a day of wastewater (See Table 4.4). Based on a ~~2016~~ 2025 population estimate of ~~12,445~~ 11,544 as reported by Shimberg FHDC, this equates to ~~161~~ 179 gallons per capita per day (gpcpd). The City's adopted LOS standard for sanitary sewer is 160 gallons per capita per day. The City is currently functioning slightly above ~~at~~ its adopted level of services standard.

Table 4.4: City of Wilton Manors Wastewater Flows (~~2014 to 2017~~2021 to 2025)

Year	Average Flow
~~2017~~ 2025	1.930 ~~1.987~~ MGD
~~2016~~ 2024	2.009 ~~1.811~~ MGD
~~2015~~ 2023	2.270 ~~2.009~~ MGD
~~2014~~ 2022	2.093 ~~2.197~~ MGD
2021	2.065 MGD
5 ~~4~~-Year Average	2.0736 ~~2.001~~ MGD

Source: Wilton Manors Emergency Management/Utilities Department, ~~September 2018~~ July 2025.

Wastewater Capacity Analysis

The City's LOS standard for wastewater represents a gross estimate of wastewater demand based on a current residential to non-residential ratio. A projection of the same standard on a per capita basis is equivalent to assuming that the residential to non-residential ratio will be largely unchanged in the future. For this analysis, Wilton Manors adopted LOS standard is 160 gpcpd. Based on an adopted LOS standard of 160 gpcpd, Wilton Manors will generate the

following wastewater demand until the year ~~2040~~ 2050.

Table 4.5: City of Wilton Manors' Projected Wastewater Demand

Year	Wilton Manors Population	Adopted LOS Standard	Wastewater Generated in Millions of Gallons per Day (MGD)
~~2016~~	~~12,445~~	~~160~~	~~1.99 MGD~~
2020	~~12,556~~11,495	160	1.839 ~~2.01~~ MGD
2025	~~12,557~~11,544	160	1.847 ~~2.01~~ MGD
2030	~~12,471~~11,543	160	1.846 ~~1.99~~ MGD
2035	~~12,461~~11,490	160	1.838 ~~1.99~~ MGD
2040	~~12,369~~11,401	160	1.824 ~~1.98~~ MGD
2045	11,302	160	1.808 MGD
2050	11,184	160	1.789 MGD

Source: Shimberg FHDC and ~~Calvin, Giordano and Associates, 2018~~ Wilton Manors Emergency Management/Utilities Department, July 2025

As discussed above, the City of Wilton Manors maintains a large user agreement with the City of Fort Lauderdale for the treatment of its wastewater. The large user agreement currently allows the City to transmit up to ~~2.56~~ 2.46 MGD of wastewater into Fort Lauderdale wastewater system via the sewer connection located at 16th Avenue in Oakland Park and NE 15th Avenue in Fort Lauderdale. Based on the projected wastewater demand and estimated capacity (2.56 MGD), the City will have adequate sewer treatment capacity beyond the year ~~2040~~ 2050. The need to build additional capacity at the wastewater treatment plant is continuously monitored by the City of Fort Lauderdale and all users of the system.

Generation Rates and Development Impact Analysis

While LOS standards are useful in long-term planning analyses, a more applicable methodology is required to measure the impact of proposed development projects and/or land use plan amendments. The City's Unified Land Development Regulations has established wastewater treatment capacity minimum design flow and LOS standards and is also shown in Table 4.6 below.

Table 4.6: Wastewater Treatment Capacity Minimum Design Flow/LOS Standards

Type of Use	Average Flow	Peak Flow
(1) Residential	90 gpd/capita	150 gpd/capita
(2) Commercial/Office	2,700 gpad	5,400 gpad
(3) Industrial	1,500 gpad	3,600 pgad
(4) Other Non-Residential	147 gpad	294 gpad

Source: City of Wilton Manors Land Development ~~Code (LDC)~~Regulations (ULDR). Note: Flow rates above for planning purposes. For information at Site Plan see ULDR.

Conclusion

Within this data and analysis, the method of providing wastewater service in Wilton Manors was described, the level of service for sanitary sewer facilities was reviewed, and generation rates were recommended for adoption. The City is continuing to implement a sewer rehabilitation program that addresses on-going problems with infiltration and intrusion into the City's sanitary sewer system. The City ~~is undertaking~~ completed a utilities master plan in ~~2019~~ 2020 which ~~will~~ reviewed the City's wastewater system ~~and identify~~, identifying deficiencies and capcity concerns with a recommended ~~capacity and prepare an~~ improvement plan for the overall system. These recomendations have been incorporated into the five year capital improvement plan with other improvements to improve resiliency of the system

Solid Waste Sub-Element

Introduction

Wilton Manors contracts out residential and commercial solid waste collection to private haulers and maintains an interlocal agreement with Broward County to dispose of the solid waste material at a Waste-to-Energy Plant. This method of service delivery has allowed the City to continue providing high quality solid waste collection and disposal services at a very reasonable cost.

Wilton Manors is one of the 17 communities in Broward County that entered into the agreement which went into effect on April 1, 2018.

Disposal of Solid Waste

Solid waste disposal facilities are located outside of Wilton Manors and are shared by Broward County and all contract municipalities. All ~~S~~ solid waste from Wilton Manors is taken to the Wheelabrator Waste-to-Energy Facility in Davie, FL (South Broward County Resource Recovery Facility), which is one of two such facilities in Broward County. The waste-to-energy facilities can process 2,250 tons per day.

Shown in Tables 4.7 and 4.8 is a summary of information on the solid waste disposal facilities serving Broward County which Wilton Manors utilizes. For more information regarding the disposal facilities in Broward County refer to the Broward County Comprehensive Plan available at Broward.org.

Table 4.7: Broward County Existing Landfill Facilities

Facility	Facility Status	Design Capacity (tons)	Current Demand (tons/year)	Available Capacity (tons)
Central Disposal Sanitary Landfill	Active	75,000,000	1,500,000	25,265,000
Broward Interim/Contingency Landfill (BIC)				
Cells 1, 2, & 3 (52 acres)	Active	4,800,000	80,000	2,200,00
Future Cells	Not Developed	23,000,000	0	23,000,000
BIC Total		27,800,000	80,000	25,200,000

Source: Broward County Comprehensive Plan Solid Waste Element, 2010

Table 4.8: Broward County Existing Incineration Facilities

Facility	Facility Status	Design Capacity (tons)	Current Demand (tons/years)	Available Capacity (tons)
North Broward County Resource Recovery Facility	Active	2,250 tons/day	1,500 tons/day	750 tons/day
South Broward County Resource Recovery Facility	Active	2,250 tons/day	1,500 tons/day	750 tons/day
Total		4,500 tons/day	3,000 tons/day	1,500 tons/day

Source: Broward County Comprehensive Plan Solid Waste Element, 2010

Collection of Solid Waste

Residential and Commercial solid waste collection is provided by a private company, ~~Waste Management~~ Coastal Waste & Recycling, Inc. In ~~August of 2016~~ July of 2023 the City Commission approved a contract with ~~Waste Management~~ Coastal Waste & Recycling, Inc. which commenced on ~~September 1, 2016~~ October 1, 2023. The current contract extends through September 30, 2026 and allows for two additional two year periods through September 30, 2030 ~~allows the City to request two three year extensions~~. Therefore, solid waste collection is secured by contract ~~for at least another eight years~~ through September 30, 2030.

Level of Service Standards

The City does not provide its own solid waste collection and disposal services, and therefore, that actual level of service provided to residents is specified in agreements with Broward County and Waste Management, Inc. Broward County formally adopts generation rates for its solid waste operation in its comprehensive plan for concurrency purposes. In order to be consistent with the County, these rates are adopted by Wilton Manors as LOS standards and used for concurrency purposes and to evaluate the impact of land use changes.

Table 4.9: City of Wilton Manors Solid Waste Level of Service Standards

Land Use	LOS Standards
Residential	8.9 lbs. per unit per day
Factory/Warehouse	2 lbs. per 100 sq. ft. per day
Office Buildings	1 lb. per 100 sq. ft. per day
Retail/Service	4 lbs. per 100 sq. ft. per day
Supermarket	9 lbs. per 100 sq. ft. per day
Grade School	10 lbs. per room & ¼ lbs. per pupil per day
High School	8 lbs. per room & ¼ lbs. per pupil per day
Hospital	8 lbs. per bed per day
Nursing Home	3 lbs. per person per day
Hotel/Motel	3 lbs. per room per day

Source: Broward County Comprehensive Plan, Solid Waste Sub-Element, 2010

Solid Waste Capacity Analysis

In ~~2016~~ 2024, Wilton Manors generated over ~~12,000~~ 8,950 tons of solid waste and ~~900~~ 990 tons of mixed recycling. This equates to a generation rate of ~~5.3~~ 4.3 lbs. per capita/day for solid waste and ~~0.4~~ 0.5 lbs. per capita/day for mixed recycling for ~~2016~~ 2024. The projected solid waste demand of Wilton Manors is shown below in Table 4.10.

Table 4.10: City of Wilton Manors' Projected Solid Waste Demand

Year	Wilton Manors Population	Total Tons of Solid Waste Generated Annually*
~~2016~~	~~12,445~~	~~12,037~~
2020	~~12,556~~11,495	~~12,145~~ 9,021
2025	~~12,557~~11,544	~~12,146~~ 9,059
2030	~~12,471~~11,543	~~12,063~~ 9,058
2035	~~12,461~~11,490	~~12,053~~ 9,017
2040	~~12,369~~11,401	~~11,963~~ 8,947
2045	11,302	8,869
2050	11,184	8,777

Source: Shimberg FHDC and ~~Calvin, Giordano and Associates, 2018~~ Wilton Manors Emergency Management/Utilities Department, July 2025

* Assumes a per capita usage of ~~5.3~~ 4.3 lbs. per capita/per day.

Conclusion

The City of Wilton Manors does not directly provide solid waste collection and disposal services. Instead, it relies upon other entities, namely Broward County and Waste Management, Inc., to provide this service to residents as specified in contract agreements. The City will continue to ensure that contract agreements are up-to-date and provide enough collection and disposal capacity to serve Wilton Manors' current and projected needs.

Stormwater Management and Natural Groundwater Recharge Sub-Element

Introduction

The City of Wilton Manors has an interlocal agreement with Broward County for NPDES and thru a MS-4 permit which assist prior to the advent of sustainable drainage standards being in place and becoming a prerequisite for developing in the City. The City is situated between the north and south branches of the Middle River. The only primary drainage facility present in the City is that of the C-13 Canal also known as the Middle River Canal.

Tertiary Drainage Systems

Using its Stormwater Utility Program funds, to which each property in the City annually contributes, Wilton Manors has been constructing tertiary drainage systems (swales) that retain water and release overflow into the Middle River/C-13 Canal. The swale systems consist of roadside depressions which collect water and allow it to percolate into the ground. The water is cleansed during percolation. In addition, particulates settle prior to overflow draining into the catch basins which are set 4" above the bottom of the swale. The storm sewer lines flow directly into the River. With the completion of the new drainage system in Highland Estates, the City has 531 catch basins. The positive drainage from the catch basins is collected and reaches the river through the ~~84~~ 88 outfalls maintained by the City and monitored through the NPDES process.

The City was developed prior to drainage standards that require on-site retention. It is also presumed that because of the close proximity to the two branches of the Middle River flooding was not considered a problem since runoff went unchecked into the river system.

Analysis of Drainage System

The City has experienced slight flooding problems due to urban development. There are isolated areas of ponding water after heavy storm events. However, these waters drain into the soil quickly. Rising sea levels are causing groundwater levels to rise, reducing the ability for

rainfall to seep naturally into the ground, while heavier and more intense rainstorms, commonly referred to as microbursts, quickly overwhelm drainage systems and cause short-term flooding. During extreme tides and king tides saltwater passes through drainage systems and ponds on roadways in low lying areas.~~It is the contention of the City that the principal cause for these limited occurrences of standing water is additional asphalt privately placed to provide additional parking surfaces. This ponding water is not considered a local deficiency. There is one area of the City along NW 7th Avenue from NW 24th Street to NW 26th Street that has experienced ponding issues. In 2019 the City is undertaking a CIP project to correct the deficiency through CDBG funding.~~

The City ~~is undertaking~~ completed a utilities master plan in ~~2019~~ 2020 which ~~will~~ reviewed the City's drainage system ~~and identify~~, identifying deficiencies and capacity concerns with a recommended ~~capacity and prepare an~~ improvement plan for the overall system. The recommended improvements have been incorporated into capital improvement projects that are underway to improve resiliency within the City. ~~Following completion of the master plan, any necessary changes needed for the Drainage Sub-Element of the Comprehensive Plan will be undertaken. Resiliency review of the drainage system will also be included as part of the master plan.~~

Level of Service Standards

The City has included level of service standards for design capacity for drainage for new developments within the City's Unified Land Development Regulations and are also listed below and in Policy 3.1.5 of this Element's GOPs.

Table 4.11: Drainage Design Capacity Level of Service

Storm Sewers	Design flood frequency: 5 ~~3~~-year recurrence interval consistent with FDOT design criteria
Buildings	Lowest habitable finished floor elevation above 100-year flood elevation
Roads	Right-of-way width up to 60 feet: 10-year, 24-hour flood elevation for road crown; Right-of-way width greater than 60 feet: ultimate curb edge of pavement: 10-year, 24-hour flood elevation
On-site storage	*Retain first inch of runoff or ~~2 V2 inches x percentage impervious~~* two and one-half inches multiplied by the percentage of impervious area, *whichever is greater*
Off-site discharge	After retaining first inch of runoff, not to exceed inflow limit of SFWMD primary receiving canal or local conveyance system, whichever is less
Flood plain routing	Calculated flood elevations based on l0-year and 100-year return frequency rainfall 3-day duration shall not exceed corresponding elevation of 10-year "Flood Criteria Map" and "100 Year Flood Elevation Map
Water Quality	Meet state water quality standards as set forth in Florida Statutes

Source: City of Wilton Manors Land Development ~~Code.~~ Regulations

Operational Responsibility

The C-13 Canal and the "finger canals" are within South Florida Water Management District right-of-way. SFWMD is the entity that has the operational responsibility for the C-13 Canal. The following exhibits Figures 10 through 15 are provided to depict the C- 13 Canal. The geographic service area would be all of Wilton Manors.

The land uses within the city and the total drainage basin are a mix of all uses because of the size. The City is predominantly residential with supporting commercial and community facility related uses and limited industrial use.

The use of planning periods is not applicable since the city is built out and the capacity of the system that serves the city is unrestricted.

That portion of the C-13 Canal that serves the City is primarily a natural system. There are no structures to control or retain any stormwater therefore an analysis of the current effectiveness is not possible.

Natural Groundwater Recharge

There are no wellfields identified within the City. Natural groundwater recharge occurs through the infiltration of rainwater into soils and through the river bottoms.



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

COASTAL MANAGEMENT ELEMENT

DATA INVENTORY AND ANALYSIS

~~**ADOPTED**~~

~~**February 9, 2021**~~ **April 2026**

Coastal Management Element

DATA INVENTORY AND ANALYSIS

Introduction

Although the City of Wilton Manors is not an ocean front community and does not contain any beach or dune habitat, and it does not front the Intracoastal Waterway (ICW), the City is required to prepare a Coastal Management Element in accordance with F.S. 380.24 due to its contiguity to waters of the State. The North and South forks of the Middle River, which are "waters of the state," encompass the City. The North and South forks of the Middle River are tidally influenced. Map CVN 4 City of Wilton Manors Water Bodies, found in the Conservation Element, depicts how the river encompasses the City.

Purpose

The purpose of the Coastal Management Element is to protect human life and to limit public expenditures in areas that are subject to destruction by natural disaster. It is also to plan for, and where appropriate, restrict development activities where such activities would damage or destroy coastal resources.

Coastal Planning Area

The Coastal Planning Area (CPA) in the City of Wilton Manors encompasses both forks of the Middle River, the adjoining finger canals, the shorelines and properties adjacent to these waterways.

Land Use in the Coastal Planning Area

The existing land uses within the coastal planning area are shown on Map CST 2 Coastal Planning Area. The table below identifies the uses within the coastal planning area, the overall and the percent acreage of each use. Residential dominates covering at least 81% of the coastal planning area. The remaining uses cover 6% or less each.

Table 5-1 Land Use within Coastal Planning Area

Sum of Acreage		
Existing Land Use	**Total Acres**	**% of Land**
Commercial	11.14838652	4.55%
Government	15.26281171	6.23%
Industrial	2.210356977	0.90%
Institutional	5.286133266	2.16%
Miscellaneous	11.54232804	4.71%
Residential	199.6894995	81.46%
Grand Total	**245.139516**	100.00%

Source: Calvin, Giordano & Associates, 2018

Infrastructure in the Coastal Planning Area

The City of Wilton Manors has sixteen (16) bridges in the coastal planning area: thirteen (13) bridges that cross over the North or South forks of the Middle River; one (1) bridge in the northwestern portion of the City (NW 29th Street) crossing the canal that interconnects the North and South forks of the Middle River before they merge together at the very northwestern tip of the City; and two (2) bridges, one on each end of an island that is NE 19th Street and Kensington Place, connecting the island to the City. The City is partially responsible for two (2) of these bridges and shares their maintenance with the adjacent municipality. Two (2) bridges are owned and maintained by the Florida East Coast Railroad and are solely used for rail traffic. The remaining bridges are all under the jurisdiction of other public agencies – Broward County and/or the State. All bridges are fixed and have closed clearance measurements ranging approximately from four (4) to six (6) feet.

Natural Resources in the Coastal Area

The coastal planning area is nearly built out. However, along the shoreline there are still some remaining wetlands. The Broward County Protected Lands map identifies the following protected wetlands:

- Richardson Property, 3.14 acres of forested saltwater wetlands that is owned by the City,
- Tropic Gardens Plat, 1.86 acres of wetlands owned by Broward County,
- Footbridge Mangroves, 1.49 acres of forested saltwater wetlands under Footbridge HOA ownership, and
- Colohatchee Park, 4.97 acres of forested saltwater wetlands owned by the City.

Additionally, there are two (2) mangrove islands within the North fork of the Middle River; one is owned by the State the other by the South Florida Water Management District.

Both forks of the Middle River are considered waterways accessible by the West Indian Manatee, a large fully aquatic marine mammal listed as “Threatened” by the Florida Fish and Wildlife Conservation Commission (FWC). Manatees typically inhabit warm, shallow, coastal estuarine waters and frequently migrate into Florida warm, spring-fed rivers during the winter months as well as congregate near power plants, which warm the waters.

According to the Broward County Manatee Protection Program, Manatee Distributional Survey, there have been numerous manatee sightings in the river surrounding Wilton Manors. The Manatee Protection Speed Zone for marine vessels operating in the Middle River waters is designated as “slow speed”. The City has added signage identifying speed zones and manatee caution areas in the navigable waterways. The Wilton Manors Police Department has a marine patrol unit to ensure the speed zones are enforced in addition to all boating safety regulations.

Water Access Facilities

Water access is provided to the public at the following recreational locations. All these recreational sites are owned, operated, and maintained by the City of Wilton Manors, Leisure Services Department.

The Colohatchee Nature Park is a conservation area that has been preserved in its natural state as a wetland. This wetland area has been subject to some man-made influence by the construction of an elevated boardwalk to allow people to view the elements of a wetland. This park is located on the South fork of the Middle River near NE 15th Avenue. North of this nature area and accessed via the boardwalk is an active park improved with covered picnic areas, dog park, walking trail, outdoor fitness zone, and a large pavilion. Frontage to the South fork of the Middle River is approximately 330 feet. The Colohatchee Boat Ramp facility is located adjacent to the Nature Park on the eastern side of NE 15th Avenue. This facility has a boat launch, staging docks, benches, picnic tables, restrooms, outdoor shower, and boat trailer parking. There is approximately 215 feet of water frontage at this location.

The Island City Park Preserve is located on the south bank of the North fork of the Middle River on NE 28th Street. This waterfront community park features a playground, a pavilion with picnic tables and restroom facilities, kayak/canoe launch, boat dock with a hoist, multipurpose court, boardwalk, and a community center with full service kitchen. The park was acquired in 1997-98 and combined with Kiwanis Park to provide natural resource protection in the form of a mangrove mitigation preserve as well as outdoor recreation. This park provides 425 feet of water frontage.

The Richardson Historic Park and Nature Preserve is located on the North bank of the South fork of the Middle River at Wilton Drive. Amenities include a river boardwalk, boat dock, observation pier, pavilions, nature trails with interpretive signs, lighted restroom facility, a courtyard, kayak rentals, natural habitat areas, parking lot, a historic carriage house, and a 3,500 square foot manor house for facility rentals. The park has approximately 420 feet of water frontage.

Donn Eisele Park is a linear neighborhood park located in the northwest portion of the City along the south bank of the C-13 Canal – one block east of Powerline Road. This linear park is situated perpendicular to the C-13 Canal and features 50 feet of frontage. Amenities include benches, a pavilion, canoe and kayak launch, a floating dock, and a butterfly garden.

The Snook Creek Boat Ramp is located in the southwest portion of the City along Powerline Road. The facility has 350 feet of frontage along the South Fork of the Middle River. Amenities include a boat ramp, dock, pavilion, parking lot, and trailer parking spaces.

The Andrews Avenue Passive Park is located along Andrews Avenue fronting the South fork of the Middle River. It is a passive recreation mowed area containing native trees and shrubs. It shares approximately 110 feet of frontage with the River.

The North and South forks of the Middle River are part of the Broward Urban River Trail and the County's Greenway Trail System. It is shared with the cities of Fort Lauderdale and Oakland Park whose boundaries meet Wilton Manors' in the river. These cities, as well as Broward County, are committed to protecting and enhancing the quality of the river and related resources.

Estuarine Pollution Conditions

The primary point-source of pollution in the waterways surrounding the City is oil discharge through recreational boating activities. The boating activity is somewhat limited due to the fact that fixed bridges govern the size of watercraft.

Stormwater runoff is the primary source for non-point pollution to the City's waterways including the finger canals. Any construction or redevelopment will be subject to the requirements of the City of Wilton Manors Stormwater Discharge Regulations. The City also adheres to their Nation Pollution Discharge Elimination System – Municipal Separate Storm Sewer System (NPDES-MS4) permit conditions and implements the monitoring, reporting and stormwater management improvement practices required by the permit.

The Middle River is also known as the Middle River Canal and the C-13 Canal. The South Florida Water Management District (SFWMD) incorporated the C-13 drainage canal system into the Middle River, a natural river system; the C-13 is a significant component of the overall drainage and stormwater control system for the Southeast Region. The C-13 is maintained by the SFWMD. Portions of the canal adjacent to the City have been dredged. The C-13 connects to the Everglades in the west and ultimately drains into the Intracoastal Waterway in the east. The C-13 carries stormwater runoff from the western portions of the County.

Broward County has more than 266 miles of fresh and estuarine waterways, the majority of which are man-made canals. The County established an ambient surface water quality monitoring program. Samples are collected at 46 sites throughout the County on a quarterly basis each year. Total nitrogen, total phosphorus, chlorophyll a, dissolved oxygen, specific conductance, and salinity are sampled at each station. Two sampling sites are adjacent to Wilton Manors: Site #111: South Fork Middle River at the NE 15th Avenue Bridge, and Site #112: North Fork Middle River at the NE 16th Avenue Bridge. Appendix 6A shows sampling data from 2006 to 2016 for these sites.

Historic Resources

The Bureau of Archaeological Research within the Florida Office of Cultural and Historic Preservation maintains the Florida Master Site File (MSF), a database that contains information on archaeological and historic resources in Florida. The MSF includes 38 records for the City of Wilton Manors: two (2) historical bridges; three (3) resource groups; and 33 Historical Structures. The Future Land Use Map does not indicate a change in land use designations for these historic sites, nor is it anticipated that these sites shall be affected by any future redevelopment.

COASTAL HIGH HAZARD AREA

Pursuant to Chapter 163.3178(2)(h)F.S. the "Coastal High Hazard Areas" (also referred to as "high-hazard coastal areas") means the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. Map CST 1 Coastal High Hazard Area identifies the Coastal High Hazard Area (CHHA) within the City.

Infrastructure in the Coastal High Hazard Area

The Coastal High Hazard Area map identifies lands in close proximity to the ends of the bridges at NE 26th Street, NE 19th Street, N Dixie Highway, the FEC rail line Bridge, NE 15thAvenue, and NE 16th Avenue bridges are below the elevation of the category 1 storm surge line as identified by the SLOSH model.

NATURAL DISASTER PLANNING

The Emergency Management/Utilities Department is responsible for the City's emergency preparedness, response and recovery services. The City of Wilton Manors follows national standards for all-hazards emergency preparedness, including ensuring that employees with emergency preparedness or recovery duties have National Incident Management System (NIMS) training, which is required by the Federal Emergency Management Agency (FEMA) to ensure that the City is eligible for reimbursement of expenses incurred after an emergency event.

Additionally, the City ensures that contracts are current for contractors to assist with post-emergency recovery, such as debris removal and required monitoring. City Hall includes an Emergency Operations Center that is equipped to allow first responders to participate in conference calls and internet webinars with County and National Weather Service officials.

The City has developed, adopted and maintains a Comprehensive Emergency Management Plan (CEMP). The CEMP outlines the framework for the City and community partners to prepare for, prevent, respond to, recover from, and mitigate against all hazards that may severely affect the community. It is the intent of the CEMP to provide a structure for standardizing plans citywide and to facilitate interoperability among local, state, and federal governments. The City also has in place mutual aid agreements with local, regional, and State agencies.

The City can be subject to various disasters, including acts of terrorism, but hurricanes/tropical storms and floods are the mostly likely events to prepare for. Hurricanes have the potential to occur from June through November; heavy rainfall, high winds, storm surge and widespread flooding may accompany these storms, as well as a potential for associated tornadoes. During a hurricane evacuation, a significant number of vehicles will have to be moved across the local and regional road network. The quantity of evacuating vehicles will vary depending upon the magnitude of the hurricane, publicity and warnings provided about the storm, and particular behavioral response characteristics of the vulnerable population. The City must be prepared to evacuate highly vulnerable populations on critical routes, often concurrently with evacuees from outside the County. Map TRN 8 Evacuation Routes identifies the designated evacuation routes and Appendix 5A Emergency Shelter Map, identifies the locations of the shelters within the County. Broward County maintains 33 emergency shelters in the County; none are located in Wilton Manors.

County-wide evacuation orders in Broward County are issued by the County Emergency Operations Center based upon storm direction, intensity, and hurricane watch and warning status issued by the National Weather Service. Although the City is not within what is recognized by Broward County as the Plan A Evacuation area, typically required for a Category 1-2 hurricane,

or a Plan B Evacuation area, typically required for a Category 3 or higher hurricane, (as shown on Appendix 5A.) the City still needs to be educated and prepared regarding the dangers associated with these storm events. The City maintains an Emergency Preparedness page on their City website with helpful information and links to assist the residents in emergency prepared.

The Florida Division of Emergency Management, Department of Economic Opportunity, Bureau of Community Planning, and Department of Transportation in coordination with the South Florida Regional Planning Council have developed the Statewide Regional Evacuation Study for the South Florida Region. The South Florida Regional Planning Council (SFRPC) publishes the regional hurricane evacuation study encompassing Monroe, Miami-Dade and Broward counties. This report updates the region's evacuation population estimates, evacuation clearance times and public shelter demand. The study covers Monroe, Miami-Dade and Broward Counties and their municipalities.

The study is revised periodically with the latest updates in 2016. The Technical Data Report (TDR) is the primary document of the Statewide Regional Evacuation Study Program and contains the summary analysis of all other supporting research, survey data and modeling, including Broward County Evacuation Clearance Times for various evacuation levels and scenarios.

The City has adopted the Broward County Enhanced Local Mitigation Strategy (ELMS). Participating jurisdictions are eligible through the State for mitigation grant programs administered by FEMA. The Broward ELMS is the vehicle to identify, evaluate and propose projects for federal and state hazard mitigation funding. Proposed projects are intended to reduce or eliminate the effects of hazards identified through hazard identification and vulnerability analysis. The City will continue to annually update its list of potential disaster mitigation projects and improvements for inclusion in the countywide inventory for funding. The City will also continue working with the County to update and implement the ELMS plan and any post-disaster redevelopment plans the County may undertake.

RESILIENCY PLANNING

The City of Wilton Manors continues to identify and address existing and emerging resiliency concerns. Located near the coast in Southeast Florida the City recognizes they are in one of the areas of the United States that will be most highly impacted by climate change; and that rising seas, higher temperatures, shifting rainfall patterns, extreme rain and storm events, and saltwater intrusion are some of the climate related matters that need to be threaded throughout their community resiliency planning processes.

The North and South forks of the Middle River encircle the City. The North and South forks of the Middle River are in close proximity to the Intracoastal Waterway and are tidally influenced. The Middle River is also known as the Middle River Canal and the C-13 Canal. The South Florida Water Management District (SFWMD) incorporated their C-13 drainage canal system into the Middle River. The C-13 is a significant component of the overall drainage and stormwater control system for the South East Region. The C-13 connects to the Everglades in the west and ultimately drains

into the Intracoastal Waterway in the east. The C-13 carries stormwater runoff from the western portions of the County. The City is heavily influenced from both the east and the west by these water systems.

Inches of sea level rise can impair the capacity of the drainage canals, such as the C-13, to empty into the ocean. Many locations in Broward County are now experiencing drainage problems during heavy rain events, seasonal high tides and storm surge events. Adaptation options that are being assessed in this region include the redesign and improvement of storm drainage canals, flood control structures, and stormwater pumps. The City will continue to coordination with the State, County and Federal agencies in addressing these regional drainage issues.

Wilton Manors is an older, nearly built-out community that, like most coastal communities in South Florida, is relatively flat, at low elevation, and has aging infrastructure, including 14 bridges that provide access into and out of the City plus two (2) bridges dedicated to the FEC rail line. This is a small community of only 1.96 square miles.

The Southeast Florida Regional Climate Change Compact (the Compact) formed in 2010. The Compact brought together Broward, Miami-Dade, Monroe, and Palm Beach Counties to coordinate and develop unified climate mitigation and adaptation strategies and, among many other functions, be a valuable resource to the municipalities within the Compact. The Compact has created a Regional Climate Action Plan (RCAP). The RCAP provides a set of recommendations, guidelines for implementation, and shared best practices for local entities. The Compact also on an annual basis holds the Southeast Florida Regional Climate Leadership Summit. In March of 2013 the City signed unto the *Mayor's Climate Action Pledge* supporting the Southeast Florida Regional Climate Change Compact and the Regional Climate Action Plan.

In 2014 and 2016, the Compact conducted surveys on the implementation of RCAP 1.0 by municipalities. RCAP policy implementation specific to Wilton Manors, as presented at the following link, is copied below.
http://www.southeastfloridaclimatecompact.org/municipalities/wilton-manors/

Energy and Fuel
EF-1: Promote renewables policies and technology. Promote renewable energy through policies and technological development in order to reduce greenhouse gas (GHG) emissions.
EF-2: Advance energy efficiency and conservation. Advance energy efficiency and conservation through technological solutions, behavioral strategies, and policies in order to reduce greenhouse gas (GHG) emissions.
EF-10: Enable fuel-efficient public vehicle fleets. Enable a fuel-efficient public vehicle fleet.

Natural Systems
NS-1: Foster public awareness. Foster public awareness of the impacts of climate change on the region's natural systems and ecosystem services.
NS-14: Promote urban tree canopy. Maintain, create, and/or restore urban tree canopy.

Public Outreach and Engagement
PO-2: Promote public awareness. Promote public awareness and understanding of climate impacts, as well as the personal actions and public policy options available to respond to climate change.

Public Policy Advocacy
PP-1: Support climate-conscious government action. Support—at all levels of government—policy, legislation, and funding to reduce greenhouse gas emissions in all sectors, use less energy and water, deploy renewable energy and low-carbon transportation, prepare for and adapt to climate impacts, build community resilience, and study climate and earth science.
PP-4: Form coalitions. Participate in coalitions of public-, private-, nonprofit-, and/or academic-sector actors dedicated to climate, energy, and resilience issues.

Risk Reduction and Emergency Management
RR-17: Define “communities at risk”. Ensure the emergency management definition of "communities at risk" includes economically vulnerable people.

Sustainable Communities and Transportation
ST-1: Incorporate projections into plans. Incorporate unified sea level rise projections, by reference, into all city, County, and regional agency comprehensive plans, transportation and other infrastructure plans, and capital improvement plans.
ST-8: Adopt green building standards. Consider the adoption of green building standards to guide decision-making and development and to provide an incentive for better location, design, and construction of residential, commercial, and mixed-use developments and redevelopment.
ST-10: Shape development through transportation planning. Employ transit-oriented developments and other planning approaches to promote higher-density development capable of supporting more robust transit.
ST-11: Modify local land use plans. Modify local land use plans and ordinances to support compact development patterns, creating more walkable and affordable communities.
ST-12: Design sustainable and equitable transportation systems. Develop and implement policies and design standards that recognize the transportation system’s most vulnerable users and incorporate sustainable elements.
ST-17: Increase resilience through investments. Ensure investments reduce greenhouse gas (GHG) emissions and increase the resilience of the transportation system to extreme weather and climate impacts.

Water
WS-1: Foster innovative water management. Foster innovation, development, and exchange of ideas for managing water.
WS-3: Plan for future water supply. Plan for future water supply conditions.
WS-17: Advance capital projects. Advance capital projects to achieve resilience in water infrastructure.
WS-20: Support the Comprehensive Everglades Restoration Plan. Support the Comprehensive Everglades Restoration Plan (CERP).

Completed Recommendation (Now Defunct)
Public Policy Advocacy - PP-8. Support and advocate for continued implementation and funding on the state and federal levels for the Comprehensive Everglades Restoration Plan (CERP) in recognition of the important role of CERP in climate adaptation planning and local water resource management related to regional water storage and aquifer recharge, important under variable climate conditions and sea level rise.

At this time the Cities of Wilton Manors and Oakland Park are working on developing a Joint Climate Action Plan. These Cities share a contiguous border and waterway as well as adjacent water and sewer systems. Public workshops have been held and the respective City Commissions anticipate approve in February of 2019.The Joint Climate Action Plan will adopt applicable Goals and Recommendations from the RCAP to reduce greenhouse gas emissions and to build resiliency. The City of Wilton Manor has completed a Municipal greenhouse gas inventory to establish the baseline from which to reflect future reductions. A community wide greenhouse gas inventory is in process.

The Southeast Florida Regional Climate Change Compact has partnered with the Florida Climate Institute and the South Florida Water Management District, as well as other agencies, to monitor and measure changes and impacts. Monitoring of the points outlined below began in 2016. The City of Wilton Manors will continue to review and analyze this this data from the Compact when making resiliency policy decisions.

1. Sea Level Rise:
2. Nuisance Flooding
3. GHG – Greenhouse Gas
4. Saltwater Intrusion
5. Public Health/Heat index – The number of days above 95 degrees Fahrenheit and heat index above certain level by County
6. Severe Storms – Return Intervals and Rainfall Amount
7. Sea Surface Temperature
8. Precipitation and Drought
9. Plant Hardiness

The City is in the process of undertaking a review of their Unified Land Development Code to determine where there are opportunities to incorporate climate resiliency throughout the Code through additions, deletions or modifications, including inclusion of higher standards in their Flood Preventions and Protection Ordinance.

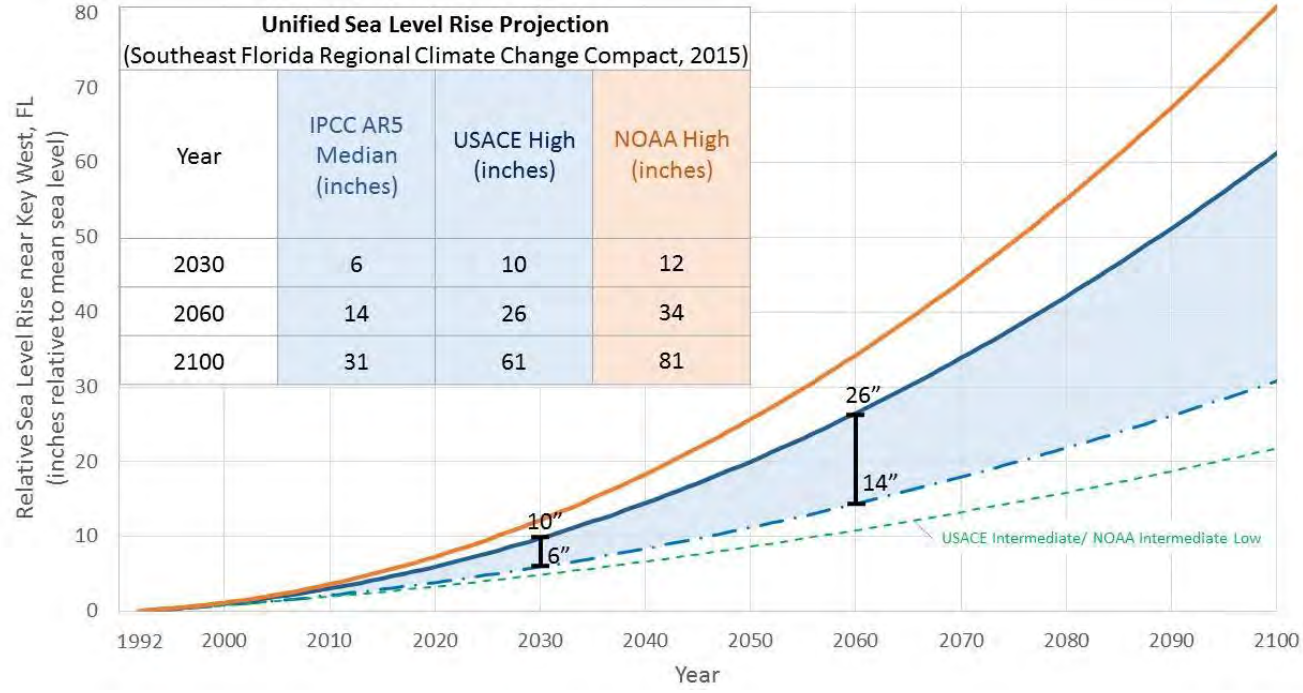
The Compact produced the 2015 update of the *Unified Sea Level Rise Projection* for Southeast Florida. The updated report identifies that “in the short term, sea level rise is projected to be 6 to 10 inches by 2030 and 14 to 26 inches by 2060 (above the 1992 mean sea level). Sea level has risen 3 inches from 1992 to 2015. In the long term, sea level rise is projected to be 31 to 61 inches by 2100.”

The updated report restated that the "objective of the unified sea level rise projection is for use by the Climate Compact Counties and partners for planning purposes to aid in understanding of potential vulnerabilities and to provide a basis for developing risk informed adaptation strategies for the region."

The unified sea level rise projection includes three curves, in descending order, the NOAA High Curve, the USACE High Curve and a curve corresponding to the median of the IPCC AR5 RCP8.5 scenario. For critical infrastructure projects with design lives in excess of 50 years, use of the upper curve is recommended. The National Aeronautics and Space Administration Jet Propulsion Laboratory (2015) has reported the average global sea level has risen almost 3 inches between 1992 and 2015 based on satellite measurements. Sea level rise in South Florida has been of similar magnitude over the same period (NOAA, 2015) but is anticipated to outpace the global average due to ongoing variations in the Florida currents and Gulf Stream.

It is the intent of the Compact to update the sea level rise projects every five to seven years, to continuously aid the Counties and the Cities of the Southeast region in preparation, mitigation and adaptation planning.

Chart 5-1. Unified Sea Level Rise Projection for Southeast Florida



The University of Florida GeoPlan Center developed the *Sea Level Scenario Sketch Planning Tool* to help identify transportation infrastructure vulnerable to current and future flood risks. As stated on their website - the tool analyzes and visualizes current flood risks (100-year and 500-year floodplains and hurricane storm surge zones) as well as future flood risks using sea level rise (SLR) scenarios from the U.S. Army Corps of Engineers (USACE) and the National Oceanic and Atmospheric Administration (NOAA)/ National Climate Assessment. To understand inundation in

relation to time frames the City has mapped the NOAA high curve projections for the years 2040, 2060 and 2080. These identify areas of inundation and vulnerable roadways as printed out from the Sea Level Scenario Sketch Planning Tool provided by the University of Florida GeoPlan Center are attached as Exhibit 5.A. NOAA High Curve Projection Maps and serve as a planning tool for the City.

CITY OF WILTON MANORS

COMPREHENSIVE PLAN

CONSERVATION ELEMENT

DATA INVENTORY AND ANALYSIS

~~ADOPTED~~ UPDATED

~~February 9, 2021~~ April 2026

Conservation Element

Inventory and Analysis of Natural Resources

PURPOSE

The purpose of the Conservation Element is to promote the conservation, use and protection of natural resources in the City of Wilton Manors.

NATURAL ENVIRONMENT

Climate

The City of Wilton Manors is characterized by a subtropical climate. The summer season is relatively long, with warm temperatures, and frequent rainfall. The winters are distinguished by milder temperatures and less frequent precipitation. The winter season is unique among continental climatic conditions, although it is typical for the Caribbean and parts of Mexico.

The yearly average temperature fluctuation is approximately 20 degrees Fahrenheit, from the high 60's during the winter to the high 80's in the summer. No long term climate data is available that is specific to the City of Wilton Manors, but data is available for the neighboring City of Fort Lauderdale which is located to the south. The Southeast Regional Climate Center identifies an average annual maximum temperature of 83.5 F°, and an average annual minimum temperature of 64.1 F°, with an average annual precipitation of 60.88 inches. Precipitation is not distributed evenly throughout the year. June through November is considered the 'wet season' and December through May is considered the 'dry season'. Precipitation ranges from an average monthly level of 2.33 inches in March to 9.67 inches in June. The heaviest rain events historically occur in September and October. No snowfall has been reported.

Thunderstorms are common during the summer months, many accompanied by a high frequency of lightning. Hurricanes, much less frequent occurrences, have the potential to occur from June through November; heavy rainfall, high winds, and widespread flooding may accompany these storm systems. Tornadic activity may also accompany hurricane events.

Geology

The land surface of the City is underlayed by several strata of limestone and sandstone. These strata (layers) were deposited during past geologic ages when the area which is now Broward County was submerged. The emergence of the South Florida land mass is geologically recent, and these rock formations are among the youngest in the continental United States. The deepest strata is the Tamiami formation which is composed of compacted clay, sand,

sandstone, limestone and shell material called marl. This formation is about 100 feet thick, and is the impermeable layer forming the confining base of the Biscayne Aquifer.

The Fort Thompson formation lies above the Tamiami formation and slopes gradually deeper from west to east. The strata are composed of limestone and sandstone, with pockets of quartz sand. Parts of the formation, which begins about 50 feet below the surface, are 150 feet thick. This geologic formation is highly water permeable and is the main component of the Biscayne Aquifer. This aquifer is the principal source of drinking water for the south east coast of Florida including Wilton Manors. The Key Largo formation lies above the Fort Thompson formation beginning at a depth of about 20 feet. It is composed primarily of coral reef limestone, which is highly permeable.

Minerals

The lime rock which underlies the City represents a significant mineral resource. There are, however, no commercial mining or mineral extraction activities in the City.

Soils

The native soil surface of the City is shallow in many areas. In many parts of the City, it is necessary to dig into the limestone just below the surface to plant trees and shrubs. The distribution of soils is shown in Map CVN 2 Soils. Below is the name and a brief description of the soil types mapped in the City.

Arents – consist of nearly level or gently sloping soils made up of heterogeneous overburden material that had been removed from areas of other soils and used primarily for land leveling as fill.

Arents, organic substratum –consists of Arents, organic substratum, in open areas and of Urban land, or areas covered by concrete and buildings.

Dade - consists of moderately deep, well drained, very rapidly permeable soils on slightly elevated, sandy coastal prairies. They formed in sandy marine sediments of variable thickness over soft, porous limestone of Pleistocene age (Miami Oolite).

Immokalee – consists of nearly level, poorly drained soils on broad low ridges in the eastern part of the county. These soils formed in unconsolidated marine sediment.

Matlacha - consists of very deep, somewhat poorly drained, moderately rapid to rapidly permeable soils on filled and disturbed sloughs, flats, and depressions along the Gulf Coast of peninsular Florida. They formed in material produced by dredging, fill, and earthmoving operations.

Plantation - consists of moderately deep, very poorly drained, rapidly permeable soils on broad flats adjacent to the deeper organic soils. They formed in a thin layer of organic material and thin beds of marine sandy materials over limestone.

Udorthents – consist of heterogeneous geologic material that has been excavated from canals and deposited along the bank or that had been hauled in from other locations and spread over natural soil.

Urban Land – consist of areas that are more than 70 percent covered by shopping centers, parking lots, large buildings, sidewalks, streets and other structures, so that the natural soil is not readily observable.

Erosion

There are no known areas with significant soil erosion problems in the City of Wilton Manors. The City is relatively flat, is nearly built out, and has no ongoing sand or limestone mining operations. The shorelines of the North and South forks of the Middle River that surround the City are subject to erosion through wake action if shorelines are not protected through vegetation or other protective armoring.

Air Quality

The Florida Department of Environmental Protection *FDEP 2016-17 Annual Air Monitoring Network Plan* reports that Florida has created a robust and comprehensive air monitoring network comprised of more than 220 monitors at 100 sites strategically positioned across the state to measure air quality. There are seven (7) ambient air monitoring station within Broward County.

The Air Quality Index (AQI) was developed by the Environmental Protection Agency (EPA) to provide accurate and easily understandable information to communities about daily air pollution levels. The Clean Air Act of 1970 defined six (6) criteria pollutants and established ambient concentration limits to protect public health and welfare. The criteria pollutants are ozone, carbon monoxide, nitrogen dioxide, particulates, sulfur dioxide and lead.

Air quality in the City of Wilton Manors is generally considered good by the FDEP, other than infrequently for ozone. Due to prevailing climate and meteorological conditions, the Southeast Florida Metropolitan area traditionally experiences better air quality than most other metropolitan areas in the nation. This is primarily due to the prevailing atmospheric conditions, trade winds, and convective wind activity common to South Florida that mix and diffuse air pollutants. Nonetheless, adverse meteorological conditions, including limited vertical mixing and slow air-mass movement, do contribute to occasional buildup of emissions at ground level which have resulted in infrequent exceedances of the National Ambient Air Quality Standards (NAAQS) for ozone in Southeast Florida including Broward County.

Florida counties are in attainment for all pollutants with the exception of Orange County, Duval County, the Tampa Bay area including Hillsborough and Pinellas Counties, and Southeast Florida including Miami-Dade, Broward, and Palm Beach Counties which continue to be classified by the Environmental Protection Agency as attainment/maintenance areas for the pollutant ozone, and a portion of Hillsborough County which is classified as a nonattainment area for lead.

Vehicular emissions continue to pose the greatest threat to local air quality. Protection and conservation of local ambient air quality in the City can best be achieved by increased use of transit, car pools and non-motorized modes of transportation. Continued efforts to increase vegetative cover will also assist in the protection of air quality in the future.

Air quality is a countywide and regional issue, requiring the participation and cooperation of all levels of government. The City should continue to coordinate and cooperate with the State and the County on the air quality monitoring and protection programs with the goal to improved air quality in the City, the County, and the airshed to meet all standards set by the US EPA; and to reduce human exposure to air pollution.

Floodplains

The Flood Zone Map identifies the flood zones within the City as mapped by the National Flood Insurance Program administered by the Federal Emergency Management Agency (FEMA). See Map CVN 1, Flood Insurance Rate Map. The following flood zones occur within the City:

Federal Emergency Management Agency Flood Zones	
Zone	**Description**
~~AH~~ AO	~~No base flood elevations determined; Special flood hazard areas subject to inundation by the 1% annual chance flood.~~ Special flood hazard area; flood insurance rate zone that corresponds to areas of shallow flooding (usually sheet flow on sloping terrain) with average depths between 1 and 3 feet; and mandatory flood insurance purchase requirements apply.
AE	~~Base flood elevations determined; Special flood hazard areas subject to inundation by the 1% annual chance flood~~ Special flood hazard area; flood insurance rate zone that corresponds with flood depths greater than 3 feet; and mandatory flood insurance purchase requirements apply.
~~X~~ AH	~~Areas Determined to be outside the 0.2% annual chance flood~~ Special flood hazard area; flood insurance rate zone that corresponds to areas of shallow flooding with average depths between 1 and 3 feet; subject to inundation by the 1% annual chance flood; and mandatory flood insurance purchase requirements apply.
X-Shaded	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood Flood insurance purchase is not mandatory.

Large p~~P~~ortions of the City fall within the Special Flood Hazard Area (SFHA). The SFHA is defined as the area that will be inundated by the flood event having a 1-percent or higher chance of being equaled or exceeded in any given year. Mandatory flood insurance purchase requirements and floodplain management standards apply within the SFHA.

The Florida Building Code and the City's Code of Ordinances regulates construction as it relates to flood zones (minimum standards only). The City's floodplain management regulations strive

to minimize public and private losses due to flood conditions, and South Florida Water Management District and Broward County regulate the discharge of stormwater run-off and the use of natural drainage features.

WATER RESOURCES

Potable Water

Residents of the City of Wilton Manors receive their potable water supply from the City of Fort Lauderdale. The source of potable water is the Biscayne Aquafer. Reuse water is not available in the City. The Infrastructure Element goes into greater detail on water supply. There are no wellfields located within the City.

The City of Wilton Manors and Broward County fall within the South Florida Water Management District's (SFWMD) Lower East Coast (LEC) water supply planning region. Per the LEC Water Supply Plan Update ~~2013~~ 2024:

> The Lower East Coast (LEC) Planning Area covers 6,100 square miles, including Palm Beach, Broward, and Miami-Dade counties, most of Monroe County, and eastern Hendry and Collier counties. The Everglades Agricultural Area, located in the LEC Planning Area, is a portion of the Lake Okeechobee Service Area. However, the entire Lake Okeechobee Service Area, which includes portions of Martin, Okeechobee, Glades, and Lee counties, is considered in the LEC water supply planning process because of its reliance on Lake Okeechobee.
>
> A number of factors distinguish the LEC Planning Area from other regions of the state, including population, spatial extent of natural systems, availability of fresh water, and an extensive network of canals and related water works. The LEC Planning Area boundary encompasses three (3) of the state's five (5) most populous counties.
>
> Total water demand is projected to increase by ~~12~~ 11 percent over 2021 levels to ~~1,933~~ 2,063 million gallons per day (MGD) by ~~2030~~ 2045. Public Water Supply (PWS) remains the LEC Planning Area's single largest water use category in ~~2030~~ 2045, representing ~~52~~ 51 percent of the planning area's total water demand. It is followed by agriculture at ~~34~~ 31percent. The remaining four (4) categories, domestic (residential) self-supply, recreation and landscaping, industrial, and power generation, account for the remaining ~~14~~ 18 percent.
>
> The LEC Planning Area traditionally has relied on fresh groundwater from the surficial aquifer system and surface water from Lake Okeechobee as primary water sources for urban, agricultural, and industrial uses. The Everglades provides groundwater and surface water recharge to the urban coastal communities, contributing to the water supply throughout most of this region. In ~~2010~~ 2021, fresh groundwater accounted for ~~94~~ 90 percent of potable water produced by PWS utilities. The surficial aquifer system, including the Biscayne

aquifer, provides more than 1 billion gallons a day for utilities, as well as agricultural production, landscape irrigation, and other uses. Since the last plan update, the SFWMD placed limitations on additional allocations from the freshwater sources in the region to protect the region's natural resources. As a result, use of alternative water sources has expanded.

Specific information detailing water use and demand management is contained in the potable water sub-section of the Infrastructure element.

Ground Water

The principal ground water resources for the LEC Planning Area are the Surficial Aquifer System, including the Biscayne aquifer, and the Floridian Aquifer System. The Surficial and Biscayne aquifers provide most of the fresh water for public water supply and agriculture within the LEC Planning Area. Due to the regional importance of the Biscayne aquifer, it has been designated as a sole source aquifer by the U.S. Environmental Protection Agency under the Safe Drinking Water Act and is, therefore, afforded stringent protection. This designation was made because it is a principal source of drinking water and is highly susceptible to contamination due to its high permeability and close proximity to land surface in many locations. Major sources of contamination are saltwater intrusion and infiltration of contaminants from canal water. The saltwater intrusion line, according to the United States Geological Survey is located along, or in some locations west of, Interstate 95. The entirety of Wilton Manors falls within the salt water intrusion area per the ~~July 15, 2015~~ 2022 update.

Water resource protection tools under the Florida Statutes are used to protect water supplies for natural systems and human needs. In addition to minimum flows and levels, other resource protection tools include consumptive use permitting, water shortage declarations and the reservation of water.

The Biscayne Aquifer, the Surficial Aquifer system and surface water are dependent upon rainfall for recharge.

Surface Water

The City of Wilton Manors is virtually surrounded by North and South forks of the Middle River. These two forks then rejoin to form a single river again. The portion of the "river" to the west of Wilton Manors is better known as the C-13 Canal. The river has also been altered by developers utilizing a "cut and fill" procedure during the development of the single family areas. This technique has led to a series of manmade "finger canals" within the City which maximizes the exposure or rear yard frontage on water. This development technique had traditionally been very popular in Florida. Map CVN 4 Water Bodies depicts the river encompassing the City and the finger canals.

The Middle River is also known as the Middle River Canal and the C-13 Canal. The South Florida Water Management District (SFWMD) incorporated the C-13 drainage canal system into the Middle River, a natural river system; the C-13 is a significant component of the overall drainage

and stormwater control system for the South East Region. The C-13 is maintained by the SFWMD. Portions of the canal adjacent to the City have been dredged. The C-13 connects to the Everglades in the west and ultimately drains into the Intracoastal Waterway in the east. The C-13 carries stormwater runoff from the western portions of the County.

Broward County has more than 266 miles of fresh and estuarine waterways, the majority of which are man-made canals. The County established an ambient surface water quality monitoring program. Samples are collected at 46 sites throughout the County on a quarterly basis each year. Total nitrogen, total phosphorus, chlorophyll a, dissolved oxygen, specific conductance, and salinity are sampled at each station. Two sampling sites are adjacent to Wilton Manors: Site #111: South fork Middle River at the NE 15th Avenue Bridge, and Site #112: North fork Middle River at the NE 16th Avenue Bridge. Appendix 6A shows sampling data from 2006 to 2016 for these sites.

There are no lakes or ponds located within the City of Wilton Manors. The Village of Lazy Lake, comprised of only 0.02 square miles, is an incorporated local municipality contained entirely within the corporate limits of Wilton Manors. This Village does contain a lake but it is not in Wilton Manors' regulatory control.

WETLANDS

The Broward County Protected lands map identifies the following protected wetlands:

Richardson Property (within the Richardson Historic Park and Nature Preserve), 3.14 acres of forested saltwater wetlands that is owned by the City,
Tropic Gardens Plat, 1.86 acres of wetlands owned by Broward County,
Footbridge Mangroves, 1.49 acres of forested saltwater wetlands under Footbridge HOA ownership, and
Colohatchee Park (a portion of the Colohatchee Park), 4.97 acres of forested saltwater wetlands owned by the City.

There are two (2) mangrove islands within the North fork of the Middle River; one is owned by the State the other by the South Florida Water Management District.

LAND COVER AND NATURAL HABITAT

The City is predominately built out and comprised of urban coverage. The Future Land Use Element provides an existing land use map with a break-out of the existing uses.

Both forks of the Middle River are considered waterways accessible by the West Indian Manatee, a large fully-aquatic marine mammal listed as "Threatened" by the Florida Fish and Wildlife Conservation Commission (FWC). Manatees typically inhabit warm, shallow, coastal estuarine waters and frequently migrate into Florida warm, spring-fed rivers during the winter months as well as congregate near power plants, which warm the waters.

According to the Broward County Manatee Protection Program, Manatee Distributional Survey, there have been numerous manatee sightings in the river surrounding Wilton Manors. The Manatee Protection Speed Zone for marine vessels operating in the Middle River waters is designated as “slow speed”. The City has added signage identifying speed zones and manatee caution areas in the navigable waterways. The Wilton Manors Police Department has a marine patrol unit to ensure the speed zones are enforced in addition to all boating safety regulations.

Listed and other animal species depend on native vegetative communities for refuge, foraging, nesting, and denning. The size, quality and connectivity of native communities all influence wildlife utilization.

Appendix 6B. Florida’s Endangered and Threatened Species*,* identifies those federal and state listed wildlife species that may be found within the City. The Florida Fish and Wildlife Conservation Commission maintains and updates the species lists as required by new legislation, the most current list can be found at http://myfwc.com/imperiledspecies/

Appendix 6C. Native Plant Species*,* provides a list of native plant species having the potential to occur in the City, and identifies those that are listed as either threatened or endangered by federal and State agencies.

Appendix 6D. Invasive/Exotic Pest Plant Species*,* provides a list of the invasive exotic pest plant species that may occur in the County. Invasive exotic plant species have the capacity to disrupt, and disturb and displace native plant communities and associated dependent wildlife. The Florida Exotic Pest Plant Council maintains and updates the list of pest plant species, the most current list can be found at http://fleppc.org/

POLLUTANTS

The primary point-source of pollution in the waterways surrounding the City is oil discharge through recreational boating activities. Boating activity is somewhat limited due to the fact that fixed bridges govern the size of watercraft. Stormwater runoff is the primary source for non-point pollution to the City’s surface water including the finger canals.

Waste generators, solid waste facilities, above and underground storage tanks, and dry cleaning facilities are licensed by the Florida Department of Environmental Protection (FDEP). Current information on these facilities is available through the FDEP Division of Waste Management. Information on contaminated sites is also available through the U.S. Environmental Protection Agency (EPA) Resource Conservation Recovery Act (RCRA), Superfund, National Priorities List and the brownfield databases.

The Broward County Environmental Protection and Growth Management Department (EPGMD) is currently contracted by the Florida Department of Environmental Protection (FDEP) to inspect all petroleum storage facilities in the County and oversee the cleanup of petroleum contamination in accordance with Chapters 62-761 and 62-770, Florida Administrative Code (F.A.C.), the stationary tank rule and the petroleum contamination cleanup criteria rule,

respectively. The primary responsibility of EPD is to provide the technical oversight, management, and administrative activities necessary to prioritize, assess, and clean-up sites contaminated by discharges of petroleum and petroleum products from stationary petroleum storage systems.

A Broward County database search identifies that at this time there are no sites in the City listed on the U.S. Environmental Protection Agency's (EPA) Federal Superfund list or the National Priorities List (NPL). There are no designated or candidate brownfields in the City. Within the City several sites are recognized by FDEP as having or had contamination issues, these include ten (10) sites listed for petroleum, two (2) dry cleaning sites, and one (1) site listed for used oil (See Appendix 6E - Contaminated Sites in the City of Wilton Manors).



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

RECREATION AND OPEN SPACE ELEMENT

DATA INVENTORY AND ANALYSIS

~~**ADOPTED**~~

~~**February 9, 2021**~~ **April 2026**

DATA, INVENTORY AND ANALYSIS

INTRODUCTION

The purpose of the Recreation and Open Space Element as set forth in Section 163.3177(6)(e), Florida Statutes (F.S.), is to plan for a comprehensive system of public and private sites for recreation, including, but not limited to, natural reservations, parks and playgrounds, parkways, open spaces, waterways, and other recreational facilities. The City's Recreation and Open Space Element provides an analysis of the existing resources and policies necessary to ensure the adequacy of future parkland and recreation opportunities for all residents. It is intended that this Element serve as a guide for public policy decisions regarding the provision of a wide variety of local recreation facilities and programs.

The City of Wilton Manors is located in a region which affords outstanding opportunities for outdoor recreation. The warm climate of South Florida allows year-round access to the wide array of natural and man-made resources. These include the Atlantic Ocean, the Everglades, the Florida Keys, a County park system and a full range City park and recreation opportunities.

Residents of Wilton Manors also enjoy easy access to various cultural facilities and programs prevalent throughout the region. These and other area attractions provide an impressive supplement to the fine system of parks, open spaces, facilities and programs offered by the City of Wilton Manors and contribute greatly to the overall quality of life enjoyed by City residents.

BACKGROUND

City staff along with a consulting firm completed a Parks, Recreation and Open Space Master Plan, which was approved in 2010. The Plan served as a blueprint for the City to consider the following: 1. Land Acquisition; 2. Parking and Open Space Development; and 3. Park and Open Space Repurposing. The City has utilized the Master Plan during the past eight (8) years to ensure parks, programs, amenities and services are relevant and adequate for the current residents of the City. Additionally, the City is preparing for future growth of the City's leisure service interests, needs and desires by acquiring land for future expansion of Hagen Park, acquiring land to establish efficient access near developed portions of Colohatchee Park, and completing the repurposing of Mickel Park (which increased park utilization from 3,000 to more than 60,000 annual park visits).

Currently, the City's park and library system is growing at approximately 10% each year and has doubled the size of facilities, programs and amenities offered. During the past 10 years (2007 to 2017) demand/participation has increased 136%, while revenue received from user fees that offset program costs has increased 111%. The City has been successful in providing routine housekeeping, program support, and specialty project maintenance. However, preventative

maintenance requires more substantial costs and may benefit from a future bond issue, which will provide funding to help infuse a higher quality park system by contributing toward an updated park system infrastructure, structures and amenities. The past City park bond issue of 1999 expires in 2019 and a new bond issue is necessary to support land acquisition for park and library expansion, park development and park/library repurposing. A bond issue is the appropriate resource since it supplies long-term funding for projects that typically have a long-term lifecycle for current and future residents to enjoy.

EXISTING CONDITIONS

An Overview

Wilton Manors residents are served by a variety of public recreation facilities and programs. The Wilton Manors Leisure Services Department maintains the City's park and open spaces and runs a series of successful recreation programs. Local schools, religious institutions, civic groups, and multi-family developments also play an important role in providing recreation opportunities within the City.

The City of Wilton Manors has eighteen (18) park and recreation facilities throughout the City. The City park and open space system includes seven (7) community parks, ten (10) neighborhood parks, and one (1) public waterway. In total, there is approximately 66.79 acres of parkland available within the City for residents to enjoy. Outside of the City limits there are additional options for park and recreation including county, state and national park facilities that are within close proximity to the City and available for City residents to enjoy. Existing park and recreation facilities of the City as well as nearby facilities are discussed below in more detail.

CITY FACILITIES

Public Sites

Public sites are considered those recreational facilities or open space which are owned or leased and operated by the municipality. The City has secured the right through a duly executed agreement to utilize the facilities of the Wilton Manors Elementary School. The agreement is between the City of Wilton Manors and the Broward County School Board. This agreement has been in place since 1964. In exchange for this privilege, the City provides all maintenance on the grounds year round including the times that school is in session. The City also utilizes the school structure after 2:00 PM on weekdays for recreational programs. Public sites are discussed further below and shown on Map REC 1.

Neighborhood Parks

Andrews Avenue Open Space: Is a 0.15 acre neighborhood park located at Andrews Avenue and South fork of the Middle River. The passive park consists of natural trees and shrubs for passive recreation. This park is the southwest gateway into the City of Wilton Manors leaving Fort Lauderdale on Andrews Avenue.

Apache Pass Park: Is a 0.18 acre passive park with a bench located at NE 24th Court / NE 15th Avenue.

Central Park Jaycee Park: Is a 0.46 acre neighborhood park located at Wilton Drive and NE 21st Court. The park is a landscaped triangular passive park containing 2 picnic tables and 4 benches. Primarily used as an open space and meeting place for community gatherings during events and for those frequently patronizing nearby entertainment district businesses.

Coral Gardens Park: Is a 0.37 acre neighborhood park located at NE 27th Drive and NE 27th Street. The passive park includes open space and large trees and park benches.

Donn Eisele Park: Is a 0.9 acre neighborhood park located at NW 29th Street and C-13 Canal. The linear neighborhood park features benches, a pavilion, canoe and kayak launch, a floating dock and a butterfly garden.

Island City Park Preserve Expansion (811 Park): Is a 0.27 acre neighborhood park located at 811 NE 28th Street. This small park has 14 parking spaces with a green space area, landscaping and a paved path.

M.E. DePalma Park: Is a 0.14 acre neighborhood park located at NE 20th Drive and NE 7th Avenue. This passive open space park is a natural area.

Rachel Richardson Park: Is a 0.33 acre neighborhood park located at NE 21st Court & Andrews Avenue. The park is a passive open space park site containing 2 benches and many trees including but not limited to Sabal Palms, Satin Leaf, Orange Geiger, and Royal Poinciana.

Snook Creek Boat Ramp: Is a 0.45 acre neighborhood park located at NW 9th Avenue (Powerline Road) at South fork of the Middle River. The park consists of a boat ramp, dock, pavilion, parking lot and trailer parking spaces.

Woman's Club: Is a 0.25 neighborhood park located at 600 NE 21st Court.

Community Parks

Colohatchee Boat Ramp: Is a 1.2 acre park located at NE 15th Avenue at NE 20th Street. The park consists of boat launching facilities, benches, parking for vehicles with trailers and regular parking, boat staging area, restrooms with outdoor shower and picnic tables.

Colohatchee Nature Park: Is a 8.5 acre community park located at 1975 NE 15th Avenue (NE 15th Avenue & NE 20th Street). The park includes an elevated boardwalk, covered picnic areas, dog park, sand volleyball court, playground, grills, and a large pavilion.

Hagen Park: Is a 5.79 acre community park located at 2020 Wilton Drive directly behind the City Hall Complex. This park offers six tennis courts, sand volleyball with an outdoor shower and covered shelter, a multi-purpose court for basketball and inline hockey, picnic pavilions, playground, fitness center and a community center with a full service kitchen. Future expansion is planned with the incorporation of adjacent vacant lots.

Island City Park Preserve: Is a 3.15 acre community park located at NE 28th Street and Middle River. This waterfront park offers a playground, picnic pavilions, kayak/canoe launch, boat dock with hoist, multipurpose court, boardwalk, and a community center with full service kitchen.

Mickel Park: Is a 5.0 acre community park located at 2675 NW 7th Avenue. This athletic complex includes two lighted baseball fields, a multi-purpose field, playground and a multi-purpose building with a concessions stand, restrooms, offices and storage areas.

Richardson Historic Park and Nature Preserve: Is a 5.4 acre community park located at 1937 Wilton Drive. The park features a river boardwalk, boat dock, observation pier, a small and extra-large pavilion, nature trails with interpretive signs, lighted restroom facility, a courtyard, kayak rentals, natural habitat areas, parking lot, a historic carriage house and a 3500 square foot manor house for facility rentals.

Wilton Manors Elementary School: Is a 4.8 acre community park located at 2401 NE 3rd Avenue. The softball/baseball field is available after 4pm until 9pm on weekdays and 8am to 4pm on weekends. Also featured are bleachers, dugouts, restrooms, basketball courts, a playground and a large open multi-purpose field. The City has an agreement with the School Board to utilize the grounds of the school during non-school hours. The current agreement will expire in 2023.

Public Waterways

The North and South fork of the Middle River form the boundary of the City. The river and the associated canals are used extensively by the residents of the City for recreational boating, fishing, and related activities. Most of the land uses adjacent to the river system are single-family residential. The City estimates 285 of these homes maintain private dock facilities for pleasure boating. Since there are fixed bridges between the City and the Intracoastal Waterway, the size of the watercraft is limited. It is estimated that there is a total of 82.9 acres of total water surface area along the Middle River within the City.

Due to the extensive waterways, the City utilizes it for recreational purposes. The City owns and maintains several water related parks and park facilities along the waterways including: Colohatchee Nature Preserve and Boat Launch facility; Island City Park Preserve, Donn Eisele Park, and Richardson Historic Park and Nature Preserve. Additionally, Snook Creek Boat Ramp, a 0.45 acre boat ramp and dock located at Powerline Road at the South fork of the Middle River was completed in 2008 and offers boat launching facilities in the western portions of the City. The vision of the City for its park system is to integrate the recreational waterways with the park lands to enhance their availability for enjoyment by all of the residents of the City.

The North and South forks of the Middle River are a canoe trail which has been designated as a greenway/blueway that is part of the state's Greenway Trail System and is part of the Broward Urban River Trails corridor. This canoe trail, called the Middle River Trail, circumnavigates the City with public access provided at Colohatchee and Richardson Historic Parks on the South fork and Island City Park Preserve and Donn Eisele Park on the North fork. These sites will provide additional access and descriptive signage identifying natural habitat and the history of the river.

It must also be noted that a portion of this river system is part of the Middle River Canal (C-13) which is under the control of the South Florida Water Management District. It has been determined that 29.72 acres of the Middle River lies within the City's boundaries and is not within the jurisdiction of the South Florida Water Management District (SFWMD). Another 21.15 acres of manmade canals connect to this natural river. Only those 29.72 acres of natural river with public access and outside the SFWMD jurisdiction are being used in determining compliance with the City's park level of service standards.

Table 7-1
City of Wilton Manors Park and Recreation Acreage

FACILITY	ACREAGE
Community Park	
Colohatchee Boat Ramp	1.2
Colohatchee Nature Park	8.5
Hagen Park	5.79
Island City Park Preserve	3.15
Mickel Park	5.0
Richardson Historic Park and Nature Preserve	5.4
Wilton Manors Elementary School	4.8
Neighborhood Parks	
Andrews Avenue	0.15
Apache Pass Park	0.18
Coral Gardens Park	0.37
Central Park Jaycee Park	0.46
Donn Eisele Park	0.9
Island City Park Preserve Expansion	0.27
M.E. DePalma Park	0.14
Rachel Richardson Park	0.33
Snook Creek Boat Ramp	0.45
Woman's Club	0.25
Public Waterways	
Middle River	29.72
GRAND TOTAL:	**66.79**

Source: Calvin, Giordano & Associates, Inc. 2018

REGIONAL FACILITIES

In addition to the park, open spaces, and recreation facilities provided by the City, residents of Wilton Manors are also able to utilize County, State and National parks that are within close proximity to the City. These additional parks add a tremendous amount of diversity to the recreational opportunities available to City residents. Highlights of County, State, and National Parks are listed below:

County Parks

Central Broward Regional Park: Is a 109.25 acre county park located a 3700 NW 11 Place. The amenities in this park include a shopping promenade, cultural center/library, waterfall features, water play area, lake, boat ramp & dock, basketball court, playground facilities, picnic shelters,

corporate shelter (6,000 sq. ft.), restrooms, pedestrian bridge, netball courts, nature trail, and many other features.

Easterlin Park is a 46.6 acre park located to the north west of Wilton Manors at 1000 N.W. 38th St., Oakland Park, FL. The park itself is a designated urban wilderness area with a magnificent abundance of cypress and mixed cypress forests. Trees exceeding 250 years old and 100 feet tall are common within the park. Park amenities include campgrounds, picnic shelter, picnic tables and grills, wildlife and nature trails, playgrounds and sports courts. The park also offers environmental and scouting programs, group gatherings and geocaching.

State Parks

Hugh Taylor Birch State Park is a Florida State Park located at 3109 E Sunrise Blvd, Fort Lauderdale, between the Intracoastal Waterway and SR A1A. Amenities of this park include a 1-mile long canoe trail, 2 hiking trails, picnic areas, beach access, group/youth campgrounds and a visitor center.

Dr. Von D. Mizell-Eula Johnson State Park is a Florida State Park located at 6503 N Ocean Drive, Dania Beach, FL. The park offers numerous activities, including; surf fishing, canoeing, swimming, nature study, boating and picnicking. Amenities of the park include convenient beach access, 2 boat ramps, covered picnic shelters and walking and nature trails.

National Parks

Everglades National Park (40001 State Road 9336, Homestead, FL) is located 69.8 miles southwest of the City in Homestead, Florida. Everglades National Park is the largest subtropical wilderness in the United States and therefore offers very unique recreation opportunities for City residents. Biking, bird watching, camping, canoeing, kayaking, fishing, geocaching, hiking, paddle boarding, and slough slogging are just a few of the many recreational opportunities available within the Everglades National Park. Additional park entrances can be found along U.S. 41 Tamiami Trail in Miami (the Shark Valley entrance) and Oyster Bar Lane in Everglades City (the Gulf Coast entrance).

CITY RECREATIONAL PROGRAMS

The City of Wilton Manors offers an extensive selection of organized sports and recreation programs for community residents in various age groups. The various programs include: after-school programs, aquatic classes and swim lessons, summer and one-day camps, fitness classes and programs, youth athletics, and youth tennis camps and lessons. The City's website – https://www.wiltonmanors.com/ – can be accessed for more information on the recreational program offered by the City.

NEEDS ASSESSMENT AND ANALYSIS

Overview

The City of Wilton Manors is fortunate to offer a wide variety of park, open space, and recreation opportunities for its residents. As part of the South Florida community, residents of Wilton Manors are also able to utilize numerous county, state and national park and recreation facilities that are nearby. Park, open space, and recreation opportunities are important to the City. Additionally, the City's population continues to grow and the dynamics of the population continues to change resulting in changing park, open space, and recreation needs.

Level of Service (LOS)

The City currently has 66.79 acres of park land per Table 7-1. The City currently utilizes 4.25 acres per one thousand (1,000) permanent population as the park, open space, and recreation LOS. Utilizing the 2010 U.S. Census population figure for the City along with population projections, the City's current LOS and projected LOS are shown in Table 7-2.

Table 7-2
Projected Park LOS

Year	Population (Projected)	LOS Standard	Acres Needed	City Park Acreage	Surplus Acreage
2010	11,632 x	4.25/1,000	49.44	66.79	+17.35
2015	12,445 x	4.25/1,000	52.89	66.79	+13.90
2020	12,556 x	4.25/1,000	53.36	66.79	+13.43
2025	12,557 x	4.25/1,000	53.37	66.79	+13.42
2030	12,471 x	4.25/1,000	53.00	66.79	+13.79
2035	12,461 x	4.25/1,000	52.96	66.79	+13.83

Source: Florida Data Housing Clearinghouse (FHDC); Calvin, Giordano & Associates 2018

Conclusion

The City of Wilton Manors currently is meeting the LOS for parkland and is projected to continue to meet LOS into the next planning period. However, the surplus parkland is expected to be reduced from 17.35 acres in 2010 to 13.83 acres in 2035. Continued maintenance, improvement and expansion of recreational opportunities for City residents will continue to be a priority of the City.

Undeveloped Parklands

The City currently owns the following area that is considered open space, or is intended to be developed into recreational facilities:

- The City recently purchased several lots (0.22 acres) for the future expansion of Hagen Park. There are six additional properties that could possibly be acquired by the City to further expand future programming at Hagen Park. With the additional properties, the City could develop a High Performance Public Space, which would become the true hub for the City's Arts and Entertainment District. The City strives to ensure the Power of 10 at each community park. The Power of 10 is a park planning concept to be considered during the park planning process where ten (10) recreational opportunities for both passive and active recreation are included and provided. Hagen Park expansion would help the local economy, environment and overall community and is vital for the overall success of the local businesses and non-profit organizations in the City as well as the City's parks, recreation and library system. Hagen Park currently supplies significant parking for the businesses on Wilton Drive. It is also a place for community meetings, special events and a multitude of activities and events. The expansion could become the future staging area for the Stonewall Parade and Street Festival, which attracts more than 34,000 participants to the City. The economic impact research in 2017 reveals the one-day event provides more than $4 million total spending, more than $1 million new spending by non-Broward County residents and more than $2 million of direct new spending by non-Broward residents with multiplier effects. The expenses to continue this event have grown significantly and in visioning to minimize the costs with police detail, barricades, etc. hosting the staging area within a portion of Hagen Park would be exceptional for the future of this event as well aiding the hosting of other major events in the City such as Halloween Street Festival, Yard Sales, Arts and Crafts Shows, Plant Fairs, Breakfast with Santa, Brunch with the Easter Bunny, etc.

- Site 92 Cypress Stand is a 1.43 park of undeveloped land owned by Broward County. This is a passive park with waterfront property and an opportunity for the City to partner with Broward County to utilize the open space for passive recreation and preservation with minimal expenses, ($15,000 annually). However, if the City accepts the land donated from Broward County, there will be more anticipated costs to develop and maintain any future amenities, while also considering additional labor costs to maintain and program current and future amenities and services.



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

INTERGOVERNMENTAL COORDINATION ELEMENT

DATA INVENTORY AND ANALYSIS

~~**ADOPTED**~~

~~**February 9, 2021**~~ **April 2026**

DATA INVENTORY AND ANALYSIS

PURPOSE

The purpose of the Intergovernmental Coordination element is to identify and resolve incompatibilities between the City of Wilton Manor's comprehensive planning processes and those of other governmental entities with interests in or related to the City's area of concern. The areas of concern for Wilton Manors include adjacent municipalities, Broward County, Broward County Public Schools, the South Florida Water Management District, South Florida Regional Planning Council, state government, federal government, and utility companies.

Specific coordination needs within each of the elements of the City's Comprehensive Plan that would benefit from improved or additional intergovernmental coordination and mechanisms for satisfying these needs are also identified, as appropriate.

EXISTING DATA AND CONDITIONS

The City of Wilton Manors currently has either formal or informal coordination agreements, or interacts through standard operating procedures under statutory authority, with the following agencies or jurisdictions:

Municipal Government

City of Fort Lauderdale
City of Oakland Park
Village of Lazy Lake

Broward County Departments

Broward County Administration
Broward County Board of County Commissioners
Broward County Department of Health
Broward County Emergency Management Division
Broward County Environmental Protection and Growth Management Department
Broward County Metropolitan Planning Organization
Broward County Park and Recreation Division
Broward County Planning and Development Management Division
Broward County Planning Council
Broward County Property Appraiser
Broward County Sheriff's Office
Broward County Tax Collector
Broward County Traffic Engineering
Broward County Transit

Schools

Broward County Public Schools

Other

Broward League of Cities

Florida Departments and Agencies

Agriculture and Consumer Services
Business and Professional Regulation
Children and Families
Economic Opportunity
Emergency Management
Environmental Protection
Fish and Wildlife Conservation Commission
South Florida Regional Transportation Authority
South Florida Regional Planning Council
State Division of Historical Resources
Transportation
South Florida Water Management District

United States Departments and Agencies

Commerce, Census Bureau
Defense/US Army Corps of Engineers
Environmental Protection Agency
Federal Emergency Management Agency
Housing and Urban Development
U.S. Postal Service

Regulated Utilities

AT&T
Cable Television Franchise: Comcast
FPL
Waste Management, Inc.

EVALUATION OF EXISTING COORDINATION MECHANISMS

For each agency listed above, Table 8-1 briefly describes the existing coordination mechanisms indicating the subject, nature of the relationship and the office with primary responsibility for coordination.

JOINT PLANNING AREAS

Comparison with Regional Policy Plan

The Strategic Regional Policy Plan for South Florida has been reviewed and considered during the process of writing this Comprehensive Plan. The Comprehensive Plan conforms to the Regional Policy Plan.

South Florida Regional Transportation Authority (SFRTA)

The City has proactively participated in planning for a potential future station area of the proposed Coastal Link Corridor, which would provide commuter rail on the historic FEC rail corridor.

Specific Coordination Issues in Each Element

Following is a summary the interagency coordination needs associated with each element of this Comprehensive Plan.

Future Land Use

Within this Element interagency coordination includes communicating with Broward County on surface water management and tree removal permits. In addition, the City shares development projections with the Broward Emergency Management Division (EMD) in order to assist in their hurricane evacuation planning. Further, the City coordinates in a variety of ways with Broward County on growth management issues involving development review permits, plat reviews, and comprehensive planning.

Transportation

The City coordinates with the Broward County Metropolitan Planning Organization (MPO) and the Florida Department of Transportation on capital improvements and level of service for various State roadways in the City. Broward County Transit (BCT) provides five (5) routes through the City connecting residents and employees to other parts of Broward County. As needed, the City will also coordinate with the Southeast Florida Transportation Council.

Housing

The City monitors the housing and related activities of the Broward County Housing Authority, South Florida Regional Planning Council and nearby local jurisdictions. The City works with the US Department of Commerce to ensure accurate population and housing information is provided for the 2020 Census. Additionally, the City has dialogue with the Florida Department of Children and Family Services to ensure an accurate inventory for any subsidized rental housing, and group homes that may exist within the City. An inventory of historically significant housing is required for the Comprehensive Plan, and therefore periodic coordination and communication with the State's Division of Historic Resources, Florida Master Site File is necessary.

Infrastructure
The City coordinates with the City of Fort Lauderdale for both potable water and wastewater services. The City coordinates with Broward County and private haulers for solid waste disposal and pick-up.

Recreation and Open Space
The City coordinates with Broward County related to park and recreation matters related to nearby County parks and recreational programs available for City residents.

Conservation
The City has a variety of coordination activities related to natural resources with the County, State and Federal Government. Several areas of coordination include the discharge of stormwater and the use of natural drainage which is regulated through the South Florida Water Management District (SFWMD). The City also coordinates with the City of Fort Lauderdale and SFWMD related to water supply planning and water conservation activities and policies.

Capital Improvements
The City coordinates with Broward County Public Schools, Broward County, the MPO, and FDOT to ensure projects affecting level of service are included in the annual update of the Capital Improvements Element.

Areas of Critical State Concern

There are no areas of critical state concern in the City of Wilton Manors.

The following abbreviations are used in Table 8-1:

AE - Advise and Encourage
AP - Approval, Permit
CA - City Agency
FA – Formal Agreement
FN - Formal Notice and Information Sharing
IN - Informal Notice and Information Sharing
OA - Outside Agencies, Utilities
PM - Periodic Meetings to Coordinate Programs
TA - Technical Assistance

TABLE 8-1
COORDINATING AGENCIES

Agency	Subject Coordination	Nature of Relations	Existing and Anticipated Coordination Mechanisms	Effectiveness of Existing Coordination Mechanisms	Wilton Manors Office with Primary Responsibility For Coordination
ADJACENT MUNICIPALITIES:					
City of Fort Lauderdale	Comprehensive planning/land use	AE, PM	As needed	Effective	Community Development Services
	Water service and wastewater treatment	FA	Interlocal Agreement	Effective	EM/Utilities
	Fire protection and EMS	FA	Formal Agreement	Effective	Community Development Services
	Police	FA	Responsive upon request	Effective	Police
	Transportation	AE, PM	As needed	Effective	Community Development Services, EM/Utilities
City of Oakland Park	Comprehensive planning/land use	AE, PM	As needed	Effective	Community Development Services
	Transportation	IN	As Needed	Effective	Utilities, Community Development Services
Village of Lazy Lake	Comprehensive planning/land use	AE, PM	As Needed	Effective	Community Development Services
	Water service and wastewater treatment	IN	As Needed	Effective	EM/Utilities
LOCAL GOVERNMENT AGENCIES:					
Broward County Administration	Administrative duties; Emergency Management	PM	As needed	Effective	City Manager
Broward County Board of	Development of	FN, IN	County Land	Effective	Community Development

Agency	Subject Coordination	Nature of Relations	Existing and Anticipated Coordination Mechanisms	Effectiveness of Existing Coordination Mechanisms	Wilton Manors Office with Primary Responsibility For Coordination
County Commissioners	Regional Impact, Land Use Plan Amendments, Platting		Development Code		Services
Broward County Department of Health	Potable Water; Health Issues	AP	Coordinate as necessary	Effective	EM/Utilities, City Manager
Broward County Environmental Protection and Growth Management Department	Surface Water, Water Use, Wastewater Collection/ Transmission, Wetland Mitigation	AP	Broward County Charter and Chapter 27 of Broward County's Code of Ordinances	Effective	EM/Utilities, Community Development Services
Broward County Planning and Development Management Division	Broward County impact fees, environmental + development review approvals, Plats	AP	Broward County Land Development Code and Chapter 27 Broward County's Code of Ordinances	Effective	Community Development Services
Broward County Transit	Bus Services	AE	Broward County	Effective	EM/Utilities Leisure Services
Broward County Park and Recreation Division	County Recreation and Open Space	AE, IN, PM	As Needed	Effective	Leisure Services
Broward County Metropolitan Planning Organization	Long range transportation planning	AE,AP,PM, TA	Technical Advisory Committee	Effective	EM/Utilities, Community Development Services, Leisure Services, Administration
Broward County Planning Council	Land Use Plan Amendments Plats	AP	Charter Land Development Code	Effective	Community Development Services
Broward County Property Appraiser	GIS data, Tax Assessments and Tax Roll Reporting	PM, TA	Broward County	Effective	Administration, Finance, Community Development Services
Broward County School Board	Maintenance, Facility Planning, Joint Use of facilities	PM,TA, FN	Interlocal Agreement, Joint Use Agreements;	Effective	Community Development Services, Leisure Services
Broward County Sheriff's	Law / Enforcement	OA	Existing Contract for	Effective	City Manager, Police

Agency	Subject Coordination	Nature of Relations	Existing and Anticipated Coordination Mechanisms	Effectiveness of Existing Coordination Mechanisms	Wilton Manors Office with Primary Responsibility For Coordination
Office			Services		
Broward County Tax Collector	Ad Valorem Collection	OA	Formal Agreement	Effective	Administration, Finance
Broward County Traffic Engineering	Traffic Engineering	AE, AP, PM, TA	Informal Coordination	Effective	EM/Utilities
FLORIDA DEPARTMENTS AND AGENCIES:					
Agriculture and Consumer Services	Farmers Markets; Consumer Information	AE; IN	As Needed	Effective	Community Development Services
Business and Professional Regulation	Various Licenses	AP	Licensing Activities	Effective	Administration, Community Development Services
Children and Families	ALFs; Children and Family Issues	IN	As Needed	Effective	City Manager, Leisure Services, Community Development Services
Economic Opportunity	Comprehensive Planning; Other Planning Activities	AE, AP, TA	Growth Management Activities	Effective	Community Development Services
Emergency Management	Mutual Aid Agreement	OA, TA	Emergency Management	Effective	City Manager, EM/Utilities
Environmental Protection	Water Quality – NPDES	AP	Environmental Activities	Effective	Utilities, Leisure Services
Fish and Wildlife Conservation Commission	Local Fish and Wildlife Issues	IN, PM	As Needed	Effective	Community Development Services, Leisure Services
South Florida Regional Transportation Authority	Regional Transportation, Tri-Rail	AE, PM	Joint meetings, As Needed	Effective	Community Development Services
South Florida Regional Planning Council	Comprehensive Planning and DRI's	TA,AE,AP	Regional Planning Activities	Effective	Community Development Services
State Division Of Historical Resources	Historic Lands & Buildings	TA/AE	Master Site File	Effective	Community Development Services
Transportation	Transportation Planning	AE, AP, PM, TA	Five Year Work Program	Effective	EM/Utilities
South Florida Water	Water Use, Stormwater	TA,AE,AP	As needed	Effective	Community Development

Agency	Subject Coordination	Nature of Relations	Existing and Anticipated Coordination Mechanisms	Effectiveness of Existing Coordination Mechanisms	Wilton Manors Office with Primary Responsibility For Coordination
Management District	Management, Wetlands Mitigation				Services, EM/Utilities
UNITED STATES DEPARTMENTS AND AGENCIES:					
Commerce, Census Bureau	Decennial census	TA	Census Statistics and Services	Effective	Community Development Services
Defense/ US Army Corps of Engineers	Cut and Fill Permits, Wetland mitigation, Environmental	TA, AP	Federal Mandates	Effective	City Manager, EM/Utilities, Community Development Services
Environmental Protection Agency	Cut and Fill Permits, Wetland mitigation, Environmental	TA, AP	Federal Mandates	Effective	City Manager, EM/Utilities, Community Development Services
Federal Emergency Management Agency	Flood Insurance Program, Emergency Management, 100-Year Flood Zone	FA, IN	FEMA Flood Insurance Program, As Needed	Effective	City Manager, Community Development Services, EM/Utilities
Housing and Urban Development	CDBG, Housing	FA, IN	As Needed	Effective	Community Development Services, Leisure Services
U.S. Postal Service	Address development, mail delivery	OA	Provision of Addresses	Effective	City Manager, Community Development Services
Transportation	Transportation planning	AE, AP, PM, TA	Transportation Project Funding	Effective	EM/Utilities, Community Development Services
REGULATED UTILITIES:					
AT&T	Telephone service, Underground Utilities	OA	Provision of Services	Effective	EM/Utilities, City Manager
Cable Television Franchise: Comcast	Cable Services, Underground Utilities	OA	Provision of Services	Effective	EM/Utilities, City Manager
FPL	Power Service, Underground Utilities	OA	Provision of Services	Effective	EM/Utilities, City Manager
TECO	Gas Service, Underground Utilities	OA	Provision of Services	Effective	EM/Utilities, City Manager
Waste Management, Inc.	Residential and	OA, FA	Provision of Services	Effective	EM/Utilities, City

Agency	Subject Coordination	Nature of Relations	Existing and Anticipated Coordination Mechanisms	Effectiveness of Existing Coordination Mechanisms	Wilton Manors Office with Primary Responsibility For Coordination
	Commercial Solid Waste Removal				Manager
Emergency Debris Removal: - Crowder-Gulf Disaster Debris Management - Beck Disaster Recovery, Inc.	Emergency Debris Removal	OA, FA	Provision of Services	Effective	EM/Utilities, City Manager
SPECIAL DISTRICTS:					
North Broward Hospital District	Medical Service	AE, OA, PM	As Requested	Effective	City Manager
Broward County Solid Waste Disposal District	Solid Waste Disposal	AE, FA, PM	Interlocal Agreement	Effective	City Manager, EM/Utilities

Source: City of Wilton Manors, 2018 Comprehensive Plan



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

CAPITAL IMPROVEMENTS ELEMENT

DATA INVENTORY AND ANALYSIS

~~**ADOPTED**~~ **UPDATED**

~~**February 9, 2021**~~ **April 2026**

Capital Improvements Element

Introduction

Purpose

~~The purpose of the Capital Improvements Element is to evaluate the need for public facilities as identified in the other comprehensive plan elements and as defined in the applicable definitions for each type of public facility, to estimate the cost of improvements for which the local government has fiscal responsibility, to analyze the fiscal capability of the local government to finance and construct improvements, to adopt financial policies to guide the funding of improvements and to schedule the funding and construction of improvements in a manner necessary to ensure that capital improvements are provided when required based on needs identified in the other comprehensive plan elements. The element shall also include the requirements to ensure that an adequate concurrency management system will be implemented by the City. Capital projects recommended in the plan are based on the adopted levels of service as they are compared with the existing service levels and projected needs.~~

The purpose of the Capital Improvements Element is to consider the need for, the location, and the efficient use of public facilities which includes the Capital Improvements Schedule which functions as the vehicle for the element's achievement in accordance with Florida Statute 163.3177(3)(a). The Capital Improvements Schedule identifies the local government's capital projects necessary for implementation of the comprehensive plan and to ensure that the adopted level of service standards for public facilities are achieved and maintained for the five-year planning period. The capital improvements element must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.

Planning Timeframes

The City of Wilton Manors Comprehensive Plan provides guidance on development and

redevelopment over two planning periods: a 5-Year period ending FY ~~2023~~ 2030 (short term) and a long term planning period ending FY ~~2038~~ 2045.

Capital Improvements Data Requirements

Public Facility Needs

As a "built-out" community, the City's principal focus is to preserve and enhance the qualities of the community that currently exist and to promote revitalization and compatible redevelopment. The City is not anticipated to experience major growth in the future, but minimal growth due to redevelopment activities promoted by additional density. ~~and so, p~~ Public facilities needs, as a function of population growth, are projected to be minimal. The concurrency-related public facility needs are analyzed below.

Parks and Recreation

The City of Wilton Manors currently is meeting the LOS for ~~parkland~~ park land and is projected to continue to meet LOS into the next planning period. ~~However, the surplus parkland is expected to be reduced from 16.99 acres in 2010 to 13.47 acres in 2035.~~ The City has 66.79 acres of park land and based on a forecasted population for 2045 of 15,554 residents, there is adequate park land for the next planning period. Continued maintenance, improvement and expansion of recreational opportunities for City residents will continue to be a priority of the City. See the Recreation and Open Space Element for more information.

Potable Water

As discussed in the potable water sub-element, the City of Wilton Manors is supplied with potable water by the City of Fort Lauderdale through a large user agreement and will continue to utilize this agreement into the City's next planning horizon. Wilton Manors maintains the water distribution system and is responsible for meter reading and billing. The ~~Cities~~ City of Wilton Manors through the update to the potable water sub-element and Fort Lauderdale through their adopted 10-Year Water Supply Facilities Work Plan have coordinated the planning of potable water need and facilities to reflect anticipated population growth and level

of service standards as required by Florida Statutes. This coordination will continue with the preparation of the next round of 10-Year Water Supply Plans in ~~2019~~ 2035. Over the five-year planning horizon, there are only minor distribution system improvements needed for Wilton Manors to maintain its adopted level of service standards. The City of Fort Lauderdale, as the water supplier, has identified capital improvements for the potable water system within their ~~2015~~ 2025 City of Fort Lauderdale 10-year Water Supply Facilities Work Plan adopted in ~~April 2015~~ February 2025. The work plan and capital improvements are formally adopted by Wilton Manors by reference in Policy 2.3 of this element. See the Potable Water Sub-Element for more information.

Sanitary Sewer

Sanitary sewer treatment capacity is provided by the City of Fort Lauderdale through an interlocal agreement. According to the agreement, Wilton Manors can transmit up to ~~2.56~~ 2.46 MGD of wastewater into Fort Lauderdale wastewater system via the sewer connection located at NE 16th Avenue in Oakland Park and NE 15th Avenue in Fort Lauderdale. The City's LOS standard for wastewater represents a gross estimate of wastewater demand based on a current residential to non-residential ratio. A projection of the same standard on a per capita basis is equivalent to assuming that the residential to non-residential ratio will be largely unchanged in the future. Based on an adopted LOS standard of 160 gpcpd, Wilton Manors will have adequate capacity beyond the year ~~2035~~ 2050. See the Sanitary Sewer Sub-Element for more information.

Drainage

Wilton Manors has included drainage standards of the South Florida Water Management District and Broward County DPEP in its Unified Land Development Regulations and implements these standards for all redevelopment activities. ~~There are no~~ The 2020 Utilities Master Plan identifies specific stormwater capital improvement projects needed to maintain adopted level of service standards. The recommended improvements have been incorporated into capital improvement projects that are underway to improve resiliency within the City. See the

Drainage Sub-Element for more information.

Solid Waste

All solid waste from Wilton Manors is taken to the Wheelabrator Waste-to-Energy Facility (also known as WIN Waste Innovations) in Davie, FL (South Broward County Resource Recovery Facility). Collection is provided by a private company, ~~Waste Management, Inc~~ Coastal Waste & Recycling, Inc. which the City has contracts with ~~for the next eight years~~ until September 2030. There are no deficiencies identified at this time for solid waste collection or disposal. See the Solid Waste Sub-Element for more information.

Transportation

Wilton Manors has the maintenance responsibility of its local roadways and collectors. County Collectors, County and State arterials, and the State's Strategic Intermodal System including the Florida Intrastate Highway System are the responsibilities of other entities. Wilton Manors is located entirely within a Transportation Concurrency Management Area (TCMA) adopted by Broward County. All regional roadways, as defined by Broward County, are subject to area wide level of service standards as adopted in the Transportation Element of Wilton Manors and Broward County. See the City's Transportation Element for more information on the City's road and transportation systems.

Since the City of Wilton Manors is located in the TCMA and depends on transportation related capital improvement projects included in the Broward Capital Improvements Program, these improvements are adopted by the City of Wilton Manors by reference in Policy 2.4 of this element. Interstate 95, a strategic intermodal system facility, will continue to exceed its adopted level of service standard. The City has adopted policies in the transportation element to reflect its strategy to limit its dependence and future impact on this facility.

Public Schools

Consistent with the adopted Third Amended and Restated Interlocal Agreement for Public

School Facility Planning ("TRILA"), the uniform district-wide LOS is established for the following School Types for the purpose of establishing a uniform districtwide LOS for Public schools of the same type:

1. School Type A is bounded elementary, middle, or high school that has the equivalent of at least 10% of its permanent Florida Inventory of Schools Houses (FISH) capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity.
2. School Type B is a bounded elementary, middle, or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

The adopted LOS will be met within the short and long range planning horizons, which is addressed by the Broward County School District's Five-Year District Educational Facilities Plan (DEFP). Any potential deficiencies will be addressed by the School Board in the annual update of the District's DEFP. The DEFP is incorporated by reference in Policy 2.5 of this element.

Public Education and Public Health Systems

There are no educational facilities that are under the local jurisdiction's control. Broward County in its entirety is under one public school system. The City of Wilton Manors is part of this countywide system. Located within the corporate limits is Wilton Manors Elementary School. There are no public middle or high school facilities within the City.

There are no public health facilities located within the City of Wilton Manors. The City of Wilton Manors is part of the ~~North~~ Broward Health Hospital District. This district is governed by a Board of Directors appointed by the Governor. The purpose of this district is to ensure quality medical care for all people. This district does not have regulatory authority over the use of land or the environment.

Existing Revenue Sources

The City's major sources of revenue are: ad valorem (property) taxes, utility services charges for services; franchise fees; utility services taxes; permits, fees, and special assessments;

intergovernmental revenue; charges for services; fines and forfeits; other and miscellaneous revenues; interest; and rents. A description of each major budgeted source of revenue follows in this section.

- **Ad-Valorem Taxes**

Ad valorem taxes are property taxes computed as a percentage of the Fair Market value of locally assessed real estate and tangible personal property. Property valuations are established and certified by the Broward County Property Appraiser on July 1 of each year. These values are used by the City Commission to set the millage rate. The millage rate is the amount of ad valorem tax charged on each $1,000 of taxable value of property in the City.

The City has been "built-out" since the mid-1960's, and consequently, increases in ad valorem taxes will result only from increases in the millage rate or from re-assessments of property value, such as from changing market conditions or redevelopment of real property~~,~~.

- **Utility Services Taxes**

Utility Services Taxes are public service taxes on the purchase of electricity, metered natural gas, liquefied petroleum gas (metered or bottled), manufactured gas (metered or bottled), and water services. The tax is levied upon purchases within the City.

- **Permits, Fees, and Special Assessments**

Under the Florida Constitution's home rule powers, the City is able to utilize a variety of revenue sources for funding services and improvements without express statutory authorization. Franchise fees, impact fees, special assessments, and user fees are examples of these home rule revenue sources.

Permits - The City charges building permit fees for building construction or alteration projects. The fees help to offset the City's costs for plan review and inspection of the construction, plumbing, mechanical, and electrical aspects of the projects.

Fees – Examples of fees in this category are franchise fees and impact fees. Franchise fees are a type of proprietary fee imposed on companies granted the privilege of using the City's rights-of-way to conduct their business to serve City customers. The franchise fees are considered to be fair rent for the use of such rights-of-way and consideration for the local government's agreement not to provide competing utility services during the franchise term. Examples are the franchise fees for electricity, solid waste, and recycling service providers.

Impact fees are charged to developers at the time of development for construction of facilities that add additional housing units. Impact fees are segregated and accumulated so that they may be used to help offset the fiscal impact of the additional development upon the City's infrastructure over a period of time.

Special assessments are collections resulting from compulsory levies against certain properties to defray part or all of the cost of specific capital improvements or services presumed to be of general benefit to the public and special benefit to the assessed properties. The City currently has two recurring annual special assessments – the fire assessment and the Jenada gatehouse assessment.

The City contracts with the City of Fort Lauderdale for fire and emergency medical services. The City's fire assessment fee is based on a court-tested methodology that apportions the contractual and other costs of providing fire services among the various classes of properties based on the actual demand for fire services to those properties during previous years. Thus, each user pays their proportionate share of the cost of fire protection services. Emergency medical services are not funded through a special assessment. Instead, these services are funded in the General Fund and are supported by the revenues of that fund.

The Jenada gatehouse assessment was established at the request of a Wilton Manors neighborhood to fund an entranceway and gate. Current assessment revenues are utilized to

cover the continuing costs of operations.

- **Intergovernmental Revenues**

This category includes all revenues received from federal, state and other local government sources in the form of grants, shared revenues, and payments in lieu of taxes.

Grants - Since most grant revenues are not predictable or guaranteed, most grant revenues are not included in the City's formally adopted budget. Grants most commonly received by the City are for capital projects related to transportation and recreation infrastructure improvements. Some operating grants are also received, such as for providing enhanced public safety services. Reimbursements received for disaster-related expenditures, such as hurricane recovery, are also accounted for as grant revenue.

Shared Revenues – The State of Florida has in place several programs to share revenues with counties and cities. The majority of these shared revenues are distributed based on formulas weighted for population and sometimes for economic conditions. Examples of state shared revenues received by the City are state revenue sharing and half-cent sales tax. Other shared revenues, such as alcoholic beverage license taxes, are allocated based directly on the licenses issued within the City.

Each year the City enters into interlocal agreements with Broward County that govern the distribution of fuel tax revenues. These tax proceeds are shared with other Broward County municipalities as well as the County itself. The use of gas tax proceeds is restricted for use in the construction and maintenance of roads. These activities are accounted for in the City's Road Improvement Fund.

- **Charges for Services**

This category includes all revenues from rates or fees charged for services provided by the City. These revenues include recreational fees, parking fees, utility fees, and other departmental charges where a specific service is performed for a user. Charges for services is the City's largest source of revenue.

The City offers a variety of recreational programs, all of which are supported through user fees.

The City's parking program is supported by fees users pay for metered parking.

The majority of revenues from charges for services are related to utility charges for water, sewer, garbage, recycling, stormwater, and household hazardous waste collection. Users of these services are charged an appropriate fee to pay the cost of providing the product or service. Water and sewer charges, for example, are used to maintain the City's water and sewer distribution systems. Costs are reviewed annually and fees are adjusted as needed. The City has no water or sewer treatment facilities of its own. Water is supplied by and sewage is treated by the City of Fort Lauderdale through contractual agreements. The fee that Wilton Manors pays to the City of Fort Lauderdale is a major item to be considered when determining the water and sewer rate structure, along with the costs of day-to-day operations, and the costs to continually repair and replace the system's infrastructure.

- **Fines and Forfeits**

These revenues are from fines and penalties imposed for the commission of statutory offenses, violation of lawful administrative rules and regulations, and for neglect of official duty. Forfeits include proceeds from the confiscation and/or sale of contraband property seized by law enforcement agencies. Police fines and parking fines are collected for the violation of traffic laws and City ordinances. Library fines are collected for overdue or lost publications. The City also collects fines through the enforcement of its code of ordinances.

- **Other and Miscellaneous Revenues**

Miscellaneous revenue is derived from a variety of sources, small and non-recurring in nature, and which is generally not significant enough to justify accounting for it separately. Examples of miscellaneous revenues include the fees for processing returned checks and the occasional donations received from individuals and businesses. Other revenues include proceeds from the sale of surplus City property, licenses issued for residential rentals and vacation home rentals, and rebates received in connection with payments made through the City's purchasing cards.

- **Interest**

Interest earnings from investments are allocated to each fund in proportion to the cash balance within the fund. Interest is earned throughout the year from investing public funds until monies are needed to pay for budgeted obligations. All investments are made in accordance with state law and the City's own investment policy.

- **Rent**

The City currently receive~~d~~s revenue from the rental of recreation facilities such as Richardson Historic Park, Hagen Park, and ~~Island City~~ Stafford Park and Nature Preserve. Revenue is also received from the rental of surplus office space at the City's Municipal Compound on Dixie Highway.

Types of Expenditure

All expenditures are accounted for by the City according to Generally Accepted Accounting Principles (GAAP). Types of expenditure include personnel wages and benefits, operating expenditures, capital outlays, debt service, and depreciation.

Capital Improvements Analysis Requirements

Current Local Practices that Guide the Timing and Location of Construction, Extension or Increases in Capacity of Each Public Facility

The City of Wilton Manors prepares a five-year projection of the level of service status of all public facilities prior to preparation of the annual budget and capital improvement program. The City also has a concurrency management system in place which evaluates level of service impacts on public facilities and requires developers to pay their fair share of the costs of development. Developers participate in providing services and facilities by dedicating rights-of-way, conveying easements, paying proportionate fair-share payments or impact fees, and/or by making public facility improvements.

Level of Service Deficiencies

At this time, the City of Wilton Manors does not have any existing deficiencies or projected deficiencies within the five-year planning horizon. The Five-Year Schedule of Capital Improvements which is included as Appendix D is based on the City's need to maintain and modernize its existing public facilities and infrastructure.

The Impact of New or Improved Public Educational and Public Health Care Systems and Facilities on the Provision of Infrastructure

There are no unforeseen impacts from public educational and public health care systems and facilities on existing infrastructure. Any future impacts will be appropriately addressed in the site planning process and concurrency management system.

The use of timing and location of capital improvements to public facilities to support efficient land development

The City of Wilton Manors and its surrounding areas are completely developed. The timing and location of capital improvements are dictated by where and when a deficiency is noted, and when funding becomes available.

Capital Improvements Reporting Requirements

Assessment of the City's ability to finance capital improvements

The following information was compiled from the City of Wilton Manor's Finance Department to provide an assessment of the City's ability to fund future capital improvements needed to implement the comprehensive plan. Where planned capital expenditures exceed the City's normal recurring revenue sources, the City will secure debt as needed to provide additional funding, or will defer the completion of non-essential improvements until other funding becomes available.

1. Five-Year Forecast of Revenues.

See Appendix A

2. Five-Year Forecast of Non-Capital Expenditures, Depreciation, and Transfers.

See Appendix B

3. Five-Year Forecast of Capital Expenditures (Capital Improvement Program).

See Appendix C

4. Five-Year Schedule of Capital Improvements.

See Appendix D

5. Five-Year Revenues and Expenditures Balance Sheet.

See Appendix E

Appendix A: Five-Year Forecast of Revenues

General Fund

Revenues	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23
Ad-Valorem Taxes	$8,884,600	$8,973,446	$9,197,782	$9,427,727	$9,663,420
Utility Taxes	$2,132,541	$2,185,855	$2,240,501	$2,296,513	$2,353,926
Permits & Fees	$2,045,071	$2,096,198	$2,148,603	$2,202,318	$2,257,376
Intergovernmental	$1,400,384	$1,435,394	$1,471,278	$1,508,060	$1,545,762
Charges for Services	$555,955	$569,854	$584,100	$598,703	$613,670
Fines and Forfeitures	$311,500	$319,288	$327,270	$335,451	$343,838
Special Assessments	$0	$0	$0	$0	$0
Other/Miscellaneous	$2,297,295	$2,354,727	$2,413,596	$2,473,935	$2,535,784
Total	**$17,627,346**	**$17,934,761**	**$18,383,130**	**$18,842,708**	**$19,313,776**

Revenues	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Ad-Valorem Taxes	$15,262,830	$16,006,164	$16,630,562	$17,279,937	$17,955,287
Utility Taxes	$2,753,173	$2,835,768	$2,920,841	$3,008,466	$3,098,720
Permits & Fees	$1,975,228	$2,006,306	$2,038,210	$2,070,965	$2,104,599
Intergovernmental	$1,433,437	$1,461,562	$1,490,249	$1,519,510	$1,549,356
Charges for Services	$2,517,044	$2,603,606	$2,694,229	$2,789,113	$2,888,469
Fines and Forfeitures	$774,500	$549,500	$575,750	$603,313	$632,254
Special Assessments	$0	$0	$0	$0	$0
Other/Miscellaneous	$1,833,725	$614,582	$569,308	$506,911	$424,400
Total	**$26,549,937**	**$26,077,488**	**$26,919,149**	**$27,778,215**	**$28,653,085**

Fire Rescue Assessment Fund

~~Revenues~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Intergovernmental~~	~~$143,468~~	~~$147,055~~	~~$150,731~~	~~$154,499~~	~~$158,362~~
~~Charges for Services~~	~~$105,000~~	~~$107,625~~	~~$110,316~~	~~$113,074~~	~~$115,900~~
~~Special Assessments~~	~~$2,294,053~~	~~$2,351,404~~	~~$2,410,189~~	~~$2,470,444~~	~~$2,532,205~~
~~Other/Miscellaneous~~	~~$69,000~~	~~$70,725~~	~~$72,493~~	~~$74,305~~	~~$76,163~~
~~**Total**~~	~~**$2,611,521**~~	~~**$2,676,809**~~	~~**$2,743,729**~~	~~**$2,812,322**~~	~~**$2,882,631**~~

Revenues	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Intergovernmental	$101,320	$103,853	$106,449	$109,111	$111,838
Charges for Services	$105,000	$107,625	$110,316	$113,074	$115,900
Special Assessments	$3,491,771	$3,579,065	$3,668,542	$3,760,255	$3,854,262
Other/Miscellaneous	$64,000	$65,600	$67,240	$68,921	$70,644
Total	**$3,762,091**	**$3,856,143**	**$3,952,547**	**$4,051,361**	**$4,152,645**

Building Fund

Revenues	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Permits & Fees	$1,500,000	$1,537,500	$1,575,938	$1,615,336	$1,655,719
Charges for Services	$0	$0	$0	$0	$0
Other/Miscellaneous	$335,673	$10,000	$10,250	$10,506	$10,769
Total	**$1,835,673**	**$1,547,500**	**$1,586,188**	**$1,625,842**	**$1,666,488**

Road Improvement Fund

~~Revenues~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Intergovernmental~~	~~$1,233,768~~	~~$236,365~~	~~$242,274~~	~~$248,331~~	~~$254,539~~
~~Charges for Services~~	~~$35,311~~	~~$36,194~~	~~$37,099~~	~~$38,026~~	~~$38,977~~
~~Other/Miscellaneous~~	~~$181,980~~	~~$30,000~~	~~$30,750~~	~~$31,519~~	~~$32,307~~
~~**Total**~~	~~**$1,451,059**~~	~~**$302,559**~~	~~**$310,123**~~	~~**$317,876**~~	~~**$325,823**~~

Revenues	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Intergovernmental	$202,359	$236,365	$242,274	$248,331	$254,539
Charges for Services	$78,764	$80,733	$82,751	$84,820	$86,941
Other/Miscellaneous	$5,250	$5,381	$5,516	$5,654	$5,795
Total	**$286,373**	**$322,479**	**$330,541**	**$338,805**	**$347,275**

Capital Improvement Fund

Revenues	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Intergovernmental	$0	$0	$0	$0	$0
Charges for Services	$0	$0	$0	$0	$0
Other/Miscellaneous	$2,641,964	$1,344,314	$1,377,922	$1,412,370	$1,447,679
Total	**$2,641,964**	**$1,344,314**	**$1,377,922**	**$1,412,370**	**$1,447,679**

Utilities Fund

~~Revenues~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Permits & Fees~~	~~$4,500~~	~~$4,545~~	~~$4,590~~	~~$4,636~~	~~$4,683~~
~~Charges for Services~~	~~$8,357,480~~	~~$8,691,779~~	~~$9,039,450~~	~~$9,401,028~~	~~$9,777,070~~
~~Special Assessments~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~
~~Other/Miscellaneous~~	~~$1,311,549~~	~~$1,324,664~~	~~$1,337,911~~	~~$1,351,290~~	~~$1,364,803~~
~~**Total**~~	~~**$9,673,529**~~	~~**$10,020,989**~~	~~**$10,381,952**~~	~~**$10,756,955**~~	~~**$11,146,555**~~

Revenues	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Permits & Fees	$6,150	$6,212	$6,274	$6,336	$6,400
Charges for Services	$14,151,853	$14,859,446	$15,602,418	$16,382,539	$17,037,840
Special Assessments	$0	$0	$0	$0	$0
Other/Miscellaneous	$4,959,586	$6,172,579	$8,715,989	$5,100,871	$5,292,197
Total	**$19,117,589**	**$21,038,236**	**$24,324,680**	**$21,489,746**	**$22,336,437**

Parking Fund

~~Revenues~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Charges for Services~~	~~$782,800~~	~~$802,370~~	~~$822,429~~	~~$842,990~~	~~$864,065~~
~~Fines & Forfeitures~~	~~$155,000~~	~~$158,875~~	~~$162,847~~	~~$166,918~~	~~$171,091~~
~~Other/Miscellaneous~~	~~$49,986~~	~~$51,236~~	~~$52,517~~	~~$53,829~~	~~$55,175~~
~~**Total**~~	~~**$987,786**~~	~~**$1,012,481**~~	~~**$1,037,793**~~	~~**$1,063,737**~~	~~**$1,090,331**~~

Revenues	**FY25-26**	**FY26-27**	**FY27-28**	**FY28-29**	**FY29-30**
Charges for Services	$1,308,872	$1,341,594	$1,375,134	$1,409,512	$1,444,750
Fines & Forfeitures	$272,772	$279,591	$286,581	$293,746	$301,089
Other/Miscellaneous	$350,000	$49,500	$49,005	$48,515	$48,030
Total	**$1,931,644**	**$1,670,685**	**$1,710,720**	**$1,751,773**	**$1,793,869**

Drainage Utility Fund

~~Revenues~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Charges for Services~~	~~$506,300~~	~~$531,615~~	~~$558,196~~	~~$586,106~~	~~$615,411~~
~~Other/Miscellaneous~~	~~$131,841~~	~~$50,000~~	~~$52,500~~	~~$55,125~~	~~$57,881~~
~~**Total**~~	~~**$638,141**~~	~~**$581,615**~~	~~**$610,696**~~	~~**$641,231**~~	~~**$673,292**~~

Revenues	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Intergovernmental	$1,000,000	$236,365	$242,274	$248,331	$254,539
Charges for Services	$814,056	$854,759	$897,497	$942,372	$989,490
Other/Miscellaneous	$1,814,901	$1,836,583	$534,301	$434,984	$149,106
Total	**$3,628,957**	**$2,927,707**	**$1,674,072**	**$1,625,687**	**$1,393,135**

Recycling Fund

~~Revenues~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Permits & Fees~~	~~$4,000~~	~~$4,000~~	~~$4,000~~	~~$4,000~~	~~$4,000~~
~~Charges for Services~~	~~$3,169,490~~	~~$3,169,490~~	~~$3,327,965~~	~~$3,494,363~~	~~$3,669,081~~
~~Other/Miscellaneous~~	~~$218,733~~	~~$100,000~~	~~$101,000~~	~~$102,010~~	~~$103,030~~
~~**Total**~~	~~**$3,392,223**~~	~~**$3,273,490**~~	~~**$3,432,965**~~	~~**$3,600,373**~~	~~**$3,776,111**~~

Revenues	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Permits & Fees	$0	$0	$0	$0	$0
Charges for Services	$5,768,011	$6,056,412	$6,359,232	$6,677,194	$7,011,053
Other/Miscellaneous	$40,000	$42,000	$44,100	$46,305	$48,620
Total	**$5,808,011**	**$6,098,412**	**$6,403,332**	**$6,723,499**	**$7,059,674**

~~**Miscellaneous Grants Fund**~~

~~Revenues~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Intergovernmental~~	~~$130,803~~	~~$134,073~~	~~$137,425~~	~~$140,861~~	~~$144,382~~
~~Other/Miscellaneous~~	~~$25,200~~	~~$25,830~~	~~$26,476~~	~~$27,138~~	~~$27,816~~
~~**Total**~~	~~**$156,003**~~	~~**$159,903**~~	~~**$163,901**~~	~~**$167,998**~~	~~**$172,198**~~

Miscellaneous Other Funds

~~Revenues~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Permits & Fees~~	~~$7,200~~	~~$7,380~~	~~$7,565~~	~~$7,754~~	~~$7,947~~
~~Special Assessments~~	~~$104,000~~	~~$104,000~~	~~$104,000~~	~~$104,000~~	~~$104,000~~
~~Other/Miscellaneous~~	~~$50,000~~	~~$51,250~~	~~$52,531~~	~~$53,845~~	~~$55,191~~
~~**Total**~~	~~**$161,200**~~	~~**$162,630**~~	~~**$164,096**~~	~~**$165,598**~~	~~**$167,138**~~

Revenues	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Permits & Fees	$0	$0	$0	$0	$0
Special Assessments	$99,020	$99,020	$99,020	$99,020	$99,020
Other/Miscellaneous	$130,567	$133,831	$137,177	$140,606	$144,122
Total	**$229,587**	**$232,851**	**$236,197**	**$239,626**	**$243,142**

Appendix B: Five-Year Forecast of Non-Capital Expenditures, Depreciation, and Transfers

General Fund

~~Expenditures~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Non-Capital~~	~~$16,631,406~~	~~$13,787,484~~	~~$14,057,290~~	~~$16,267,961~~	~~$17,694,730~~
~~Transfers~~	~~$25,000~~	~~$25,000~~	~~$0~~	~~$0~~	~~$0~~
~~Total~~	~~**$16,656,406**~~	~~**$13,812,484**~~	~~**$14,057,290**~~	~~**$16,267,961**~~	~~**$17,694,730**~~

Expenditures	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Non-Capital	$24,151,438	$25,257,488	$26,079,149	$26,938,215	$27,813,085
Transfers	$2,378,499	$800,000	$820,000	$820,000	$820,000
Total	**$26,529,937**	**$26,057,488**	**$26,899,149**	**$27,758,215**	**$28,633,085**

Fire Rescue Assessment Fund

~~Expenditures~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Non-Capital~~	~~$2,394,701~~	~~$2,636,809~~	~~$2,668,729~~	~~$2,782,322~~	~~$2,857,631~~
~~Transfers~~	~~$79,820~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~
~~Total~~	~~**$2,474,521**~~	~~**$2,636,809**~~	~~**$2,668,729**~~	~~**$2,782,322**~~	~~**$2,857,631**~~

Expenditures	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Non-Capital	$3,762,091	$3,796,143	$3,852,547	$4,051,361	$4,152,645
Transfers	$0	$0	$0	$0	$0
Total	**$3,762,091**	**$3,796,143**	**$3,852,547**	**$4,051,361**	**$4,152,645**

Building Fund

Expenditures	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Non-Capital	$1,835,673	$1,547,500	$1,586,188	$1,625,842	$1,666,488
Transfers	$0	$0	$0	$0	$0
Total	**$1,835,673**	**$1,547,500**	**$1,586,188**	**$1,625,842**	**$1,666,488**

Road Improvement Fund

~~Expenditures~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Non-Capital~~	~~$296,059~~	~~$102,559~~	~~$240,123~~	~~$247,876~~	~~$305,823~~
~~Transfers~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~
~~Total~~	~~**$296,059**~~	~~**$102,559**~~	~~**$240,123**~~	~~**$247,876**~~	~~**$305,823**~~

Expenditures	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Non-Capital	$286,373	$322,479	$330,541	$338,805	$347,275
Transfers	$0	$0	$0	$0	$0
Total	**$286,373**	**$322,479**	**$330,541**	**$338,805**	**$347,275**

Capital Improvement Fund

Expenditures	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Non-Capital	$500,372	-$201,683	-$79,374	$162,664	$217,148
Transfers	$0	$0	$0	$0	$0
Total	**$500,372**	**-$201,683**	**-$79,374**	**$162,664**	**$217,148**

Utilities Fund

~~Expenditures~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Non-Capital~~	~~$6,197,741~~	~~$7,295,201~~	~~$7,656,164~~	~~$8,031,167~~	~~$9,290,767~~
~~Depreciation~~	~~$752,266~~	~~$752,266~~	~~$752,266~~	~~$752,266~~	~~$752,266~~
~~Transfers~~	~~$1,103,522~~	~~$1,103,522~~	~~$1,103,522~~	~~$1,103,522~~	~~$1,103,522~~
~~Total~~	~~**$8,053,529**~~	~~**$9,150,989**~~	~~**$9,511,952**~~	~~**$9,886,955**~~	~~**$11,146,555**~~

Expenditures	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Non-Capital	$13,211,981	$14,920,116	$15,869,736	$16,647,532	$20,695,990
Depreciation	$0	$0	$0	$0	$0
Transfers	$0	$0	$0	$0	$0
Total	**$13,211,981**	**$14,920,116**	**$15,869,736**	**$16,647,532**	**$20,695,990**

Parking Fund

~~Expenditures~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Non-Capital~~	~~$892,786~~	~~$864,312~~	~~$839,273~~	~~$956,003~~	~~$995,331~~
~~Depreciation~~	~~$70,000~~	~~$70,000~~	~~$70,000~~	~~$70,000~~	~~$70,000~~
~~Transfers~~	~~$25,000~~	~~$25,000~~	~~$25,000~~	~~$25,000~~	~~$25,000~~
~~Total~~	~~**$987,786**~~	~~**$959,312**~~	~~**$934,273**~~	~~**$1,051,003**~~	~~**$1,090,331**~~

Expenditures	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Non-Capital	$1,601,644	$1,670,685	$1,710,720	$1,751,773	$1,793,869
Depreciation	$0	$0	$0	$0	$0
Transfers	$0	$0	$0	$0	$0
Total	**$1,601,644**	**$1,670,685**	**$1,710,720**	**$1,751,773**	**$1,793,869**

Drainage Utility Fund

~~Expenditures~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Non-Capital~~	~~$493,292~~	~~$436,766~~	~~$465,847~~	~~$496,382~~	~~$528,443~~
~~Depreciation~~	~~$114,849~~	~~$114,849~~	~~$114,849~~	~~$114,849~~	~~$114,849~~
~~Transfers~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~
~~Total~~	~~**$608,141**~~	~~**$551,615**~~	~~**$580,696**~~	~~**$611,231**~~	~~**$643,292**~~

Expenditures	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Non-Capital	$724,827	$890,880	$1,189,039	$1,239,487	$1,292,335
Depreciation	$0	$0	$0	$0	$0
Transfers	$0	$0	$0	$0	$0
Total	**$724,827**	**$890,880**	**$1,189,039**	**$1,239,487**	**$1,292,335**

Recycling Fund

~~Expenditures~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Non-Capital~~	~~$3,172,908~~	~~$3,054,175~~	~~$3,213,650~~	~~$3,381,058~~	~~$3,556,796~~
~~Depreciation~~	~~$22,991~~	~~$22,991~~	~~$22,991~~	~~$22,991~~	~~$22,991~~
~~Transfers~~	~~$196,324~~	~~$196,324~~	~~$196,324~~	~~$196,324~~	~~$196,324~~
~~Total~~	~~**$3,392,223**~~	~~**$3,273,490**~~	~~**$3,432,965**~~	~~**$3,600,373**~~	~~**$3,776,111**~~

Expenditures	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Non-Capital	$5,808,011	$6,098,412	$6,403,332	$6,723,499	$7,059,674
Depreciation	$0	$0	$0	$0	$0
Transfers	$0	$0	$0	$0	$0
Total	**$5,808,011**	**$6,098,412**	**$6,403,332**	**$6,723,499**	**$7,059,674**

~~**Miscellaneous Grants Fund**~~

~~Expenditures~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Non-Capital~~	~~$69,451~~	~~$74,903~~	~~$143,901~~	~~$147,998~~	~~$152,198~~
~~Transfers~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~
~~Total~~	~~**$69,451**~~	~~**$74,903**~~	~~**$143,901**~~	~~**$147,998**~~	~~**$152,198**~~

Miscellaneous Other Funds

~~Expenditures~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Non-Capital~~	~~$134,400~~	~~$162,630~~	~~$164,096~~	~~$165,598~~	~~$167,138~~
~~Transfers~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~
~~Total~~	~~$134,400~~	~~$162,630~~	~~$164,096~~	~~$165,598~~	~~$167,138~~

Expenditures	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Non-Capital	$193,287	$232,851	$236,197	$239,626	$243,142
Transfers	$0	$0	$0	$0	$0
Total	$193,287	$232,851	$236,197	$239,626	$243,142

Appendix C: Five-Year Forecast of Capital Expenditures (Capital Improvement Program)

Capital Expenditures

Summary by Fund	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23
General Fund	$970,940	$4,122,277	$4,325,840	$2,574,747	$1,619,046
Fire Rescue Assessment Fund	$137,000	$40,000	$75,000	$30,000	$25,000
Road Improvement Fund	$1,155,000	$200,000	$70,000	$70,000	$20,000
Water & Sewer Utilities Fund	$1,620,000	$870,000	$870,000	$870,000	$0
Parking Fund	$0	$53,169	$103,520	$12,734	$0
Drainage Fund	$30,000	$30,000	$30,000	$30,000	$30,000
Recycling Fund	$0	$0	$0	$0	$0
Miscellaneous Grants Gund	$86,552	$85,000	$20,000	$20,000	$20,000
Miscellaneous Other Funds	$26,800	$0	$0	$0	$0
Total	**$4,026,292**	**$5,400,446**	**$5,494,360**	**$3,607,481**	**$1,714,046**

Summary by Fund	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
General Fund	$20,000	$20,000	$20,000	$20,000	$20,000
Fire Rescue Assessment Fund	$0	$60,000	$100,000	$0	$0
Road Improvement Fund	$0	$0	$0	$0	$0
Capital Improvement Fund	$2,141,592	$1,545,997	$1,457,296	$1,249,706	$1,230,532
Water & Sewer Utilities Fund	$5,905,608	$6,118,120	$8,454,944	$4,842,214	$1,640,447
Parking Fund	$330,000	$0	$0	$0	$0
Drainage Fund	$2,904,130	$2,036,827	$485,033	$386,200	$100,800
Recycling Fund	$0	$0	$0	$0	$0
Miscellaneous Other Funds	$36,300	$0	$0	$0	$0
Total	**$11,337,630**	**$9,780,944**	**$10,517,273**	**$6,498,120**	**$2,991,779**

Appendix D: Five-Year Schedule of Capital Improvements

Capital Infrastructure Expenditures

Summary by Fund	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Funded in:
Art in Public Places	$10,000	-	-	-	-	General Fund
NE 6th Ave & Wilton Dr Improvements	$10,000	-	-	-	-	General Fund
Chambers Podium Move	$10,000	-	-	-	-	General Fund
Fiber Optic Design Study	$10,000	-	-	-	-	General Fund
Infrastructure Lifecycle Management & Phase I, IT Master Plan	$15,000	-	-	-	-	General Fund
DVR Replacement, Server Room Redundancy	$15,500	-	-	-	-	General Fund
Wi-Fi in City Parks	$23,000	$20,000	$20,000	-	-	General Fund
Police Rugged Laptops	$26,500	$30,894	$15,756	-	-	General Fund
Citywide PC Replacements	$38,900	$10,000	$15,850	$20,000	$18,500	General Fund
VM Host Replacement Project	-	$45,000	-	-	-	General Fund
Microsoft Office Upgrade	-	$61,112	-	-	-	General Fund
Marine Patrol Dock Replacement	$15,000	-	-	-	-	General Fund
City Hall Roof Upgrade	$40,000	-	-	-	-	General Fund
City Hall A/C Replacements	$93,000	-	-	-	-	General Fund
Police Department Carpet Replacement	$11,000	-	-	-	-	General Fund

Summary by Fund	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Funded in:
Solar Speed Limit Signs	$13,900	$13,900	$13,900	$13,900	$13,900	General Fund
Marine Patrol Vessel	$16,850	-	-	-	-	General Fund
Police Vehicle Replacements	$182,400	$349,645	$504,281	$310,244	$28,143	General Fund
Radar and Laser Speed Detectors	-	$15,500	-	-	-	General Fund
Message Trailer	-	$18,500	-	-	-	General Fund
Body Worn Cameras	-	$52,885	$29,053	$29,053	$29,053	General Fund
Multi-Modal Transportation Fund Contributions	$50,000	$50,000	$50,000	$50,000	$50,000	General Fund
Citywide Wayfinding Signs	$36,500	$109,200	$217,000	$131,550	$44,450	General Fund
Library Roof & Interior Painting	$15,000	-	-	-	-	General Fund
Library Publications	$35,000	$35,000	$35,000	$35,000	$35,000	General Fund
Library RFID Security System	-	$35,000	-	-	-	General Fund
Barge Motor	$11,625	-	-	-	-	General Fund
Hagen Volleyball Court Pavilion	$11,625	-	-	-	-	General Fund
Colohatchee Stabilized Construction Entrance	$14,531	-	-	-	-	General Fund
Mickel Amenities	$14,531	-	-	-	-	General Fund
Hagen Park Gym Upgrades	$20,344	-	-	-	-	General Fund
Begin Implementation, Jaycee Park Master Plan	$20,000	-	-	-	-	-

Summary by Fund	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Funded in:
Mower Replacement	$24,219	-	-	-	-	General Fund
Parks System Master Plan	$26,640	$26,641	-	-	-	General Fund
Colohatchee Park Improvements	$127,875	-	$1,050,000	$850,000	-	General Fund
Tennis Court Conversion	$32,000	$64,000	-	-	-	General Fund
Hagen Park Public-Private Master Plan	-	$10,000	-	-	-	General Fund
Richardson Pavers	-	$11,000	-	-	-	General Fund
Hagen Park Exterior Painting	-	$14,000	-	-	-	General Fund
Golf Cart	-	$15,000	-	-	-	General Fund
Hagen Park Sidewalks	-	$15,000	-	-	-	General Fund
ICPP Exterior Painting	-	$15,000	-	-	-	General Fund
Hagen /21st Court Fencing	-	$20,000	-	-	-	General Fund
Baseball and Volleyball Groomer	-	$25,000	-	-	-	General Fund
ICPP Computer Lab	-	$25,000	-	-	-	General Fund
Tables and Chairs	-	$25,000	-	-	-	General Fund
New Park Ranger Vehicle	-	$27,000	-	-	-	General Fund
Transfer Switches at Llibrary and Mickel	-	$27,000	-	-	-	General Fund
ICPP Floor Tiling Replacements	-	$30,000	-	-	-	General Fund

Summary by Fund	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Funded in:
Pocket Park Land Acquisition	-	$30,000	-	-	-	General Fund
Mobile Message Boards	-	$35,000	$35,000	-	-	General Fund
Hagen Park Roof Replacement	-	$35,000	-	-	-	General Fund
Colohatchee Floating Dock	-	$40,000	-	-	-	General Fund
Dump Truck	-	$45,000	-	-	-	General Fund
811 K-9 Grass	-	$48,000	-	-	-	General Fund
Hi Lift	-	$48,000	-	-	-	General Fund
Hagen Generator Replacement	-	$50,000	-	-	-	General Fund
WMES Sod	-	$50,000	-	-	-	General Fund
Hagen Park Energy Efficient Lighting	-	$65,000	$150,000	$35,000	-	General Fund
Mickel Toddler Playground	-	$75,000	-	-	-	General Fund
Street Furniture	-	$75,000	-	-	-	General Fund
WMES Playground	-	$100,000	-	-	-	General Fund
ICPP Kitchen Expansion and Renovations	-	$125,000	-	-	-	General Fund
Mobile Stage	-	$130,000	-	-	-	General Fund
Hagen Park Community Center Expansion	-	$150,000	-	-	-	General Fund
Hagen Playground	-	$325,000	-	-	-	General Fund

Summary by Fund	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Funded in:
Hagen Park Expansion	-	$500,000	$1,500,000	$800,000	$800,000	General Fund
Mickel Land Acquisition	-	$1,000,000	-	-	-	General Fund
ICPP Playground Renovations /Expansion	-	-	$40,000	-	-	General Fund
Colohatchee Boat Ramp Expansion	-	-	$650,000	-	-	General Fund
Land Acquisition for Library	-	-	-	$300,000	$600,000	General Fund
Fire Marshal Replacement Vehicle	$45,000	-	-	-	-	Fire Rescue Assessment Fund
Fire Station Improvements	$92,000	$40,000	$75,000	$30,000	$25,000	Fire Rescue Assessment Fund
Utility Box Wraps	$15,000	-	-	-	-	Road Improvement Fund
New Sidewalk Installations	$20,000	$20,000	$20,000	$20,000	$20,000	Road Improvement Fund
NE 26th Street Improvements (Central)	$1,120,000	$180,000	-	-	-	Road Improvement Fund
NE 26th Street Improvements (East)	-	-	$50,000	-	-	Road Improvement Fund
NW 29th Street Improvements	-	-	-	$50,000	-	Road Improvement Fund
Water Line Valve Insertions	$35,000	-	-	-	-	Water & Sewer Utility Fund
EM/Utilities Shop Building Painting & Roof Replacement	$60,000	-	-	-	-	Water & Sewer Utility Fund

Summary by Fund	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Funded in:
Manor Grove Water Line Replacement	$75,000	-	-	-	-	Water & Sewer Utility Fund
Lift Station And Force Main Replacements	$650,000	$870,000	$870,000	$870,000	-	Water & Sewer Utility Fund
Jenada Isle Water Main & Hydrant Replacement	$800,000	-	-	-	-	Water & Sewer Utility Fund
Enforcement Cart Replacements	-	$12,240	-	$12,734	-	Parking Fund
Parking Meter and Paystation Replacements	-	$40,929	$103,520	-	-	Parking Fund
Stormwater Pinch Valves	$30,000	$30,000	$30,000	$30,000	$30,000	Drainage Fund
Library Publications	$21,494	$20,000	$20,000	$20,000	$20,000	Miscellaneous Grants Fund
Mickel Maintenance/Storage Building	$65,058	-	-	-	-	Miscellaneous Grants Fund
Pocket Park Land Acquisition	-	$65,000	-	-	-	Miscellaneous Grants Fund
Wilton Drive Streetscape Enhancements	$26,800	-	-	-	-	Miscellaneous Other Funds
Total	**$4,026,292**	**$5,400,446**	**$5,494,360**	**$3,607,481**	**$1,714,046**	

Summary by Fund	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30	Funded in:
Library Books (incl in Departmental Budget)	$20,000	$20,000	$20,000	$20,000	$20,000	General Fund
Wilton Drive Ligthing	$50,000	-	-	-	-	Capital Improvement Fund
Wilton Drive Irrigation	$25,000	-	-	-	-	Capital Improvement Fund
Office Furniture	$12,000	$6,000	$5,000	-	-	Capital Improvement Fund
Computer Endpoints Repalcements	$52,550	$52,550	$52,550	$52,550	$52,550	Capital Improvement Fund
Cybersecurity/IT Assessment Recommendations	$25,000	-	-	-	-	Capital Improvement Fund
PD Laptops replacements	$55,000	-	$55,000	-	$55,000	Capital Improvement Fund
PD Records Management Systems	$40,000	-	-	-	-	Capital Improvement Fund
Peripheral Upgrades	$7,200	-	-	-	-	Capital Improvement Fund
Security System and Cameras Expnasion	$50,000	-	-	-	-	Capital Improvement Fund
Server Operating System (OS) Licensing	$20,000	-	-	-	-	Capital Improvement Fund
Virtualized Infrastructure	$170,000	-	-	-	-	Capital Improvement Fund

Future Space Planning	-	$60,000	-	-	-	Capital Improvement Fund
Roof Replacement - City Hall Flat Roof Section # 3 & 6	$200,000	-	-	-	-	Capital Improvement Fund
Roof Replacement - City Hall Flat Roof Sec 1, 2, 4 & 5	$200,000	$150,000	$150,000	$150,000	$150,000	Capital Improvement Fund
Painting - City Hall Exterior	$30,000	-	-	-	-	Capital Improvement Fund
City Hall First Floor Carpeting	$40,000	-	-	-	-	Capital Improvement Fund
HVAC Replacement Plan	$101,654	$51,817	$63,091	$114,034	-	Capital Improvement Fund
Christmas Tree	-	$20,000	-	-	-	Capital Improvement Fund
Carpeting Commission Chambers	-	-	$15,000	-	-	Capital Improvement Fund
NE 26th Street Improvements Construction	-	$150,000	-	-	-	Capital Improvement Fund
Vehicle Replacement	$531,038	$544,314	$557,922	$571,870	$586,167	Capital Improvement Fund
Glock Firearms	$7,920	$8,316	$8,733	$11,252	$11,815	Capital Improvement Fund
Key Management System	$10,235	-	-	-	-	Capital Improvement Fund
Multimedia Shredder	$2,495	-	-	-	-	Capital Improvement Fund

Skydio UAS Batteries (2)	$2,000					Capital Improvement Fund
Sound Meter	$4,500					Capital Improvement Fund
115 HP Outboard Engine		$13,000				Capital Improvement Fund
Roof Replacement - Library	$50,000	$50,000	$50,000	$50,000	$100,000	Capital Improvement Fund
Community Center Chairs	$15,000					Capital Improvement Fund
Flippen Park Electrical Upgrade	$35,000					Capital Improvement Fund
Asphalt Tennis Court Resurfacing				$125,000		Capital Improvement Fund
Hagen Playground Shade Structure	$80,000					Capital Improvement Fund
Mobile Stage		$140,000				Capital Improvement Fund
Roof Replacement - Cultural Center	$100,000	$50,000	$50,000	$75,000	$75,000	Capital Improvement Fund
Roof Replacement -Hagen Park		$100,000	$100,000	$50,000	$50,000	Capital Improvement Fund
Roof Replacement -Richardson Manor House	$100,000	$50,000	$50,000	$50,000	$75,000	Capital Improvement Fund
Roof Replacement -Stafford Park			$250,000		$75,000	Capital Improvement Fund

Snook Creek Boat Ramp Repairs	$100,000	-	-	-	-	Capital Improvement Fund
Water Fountains Replacements	$25,000	-	-	-	-	Capital Improvement Fund
Fitness Center Equipment & Flooring	-	$100,000	-	-	-	Capital Improvement Fund
AV Sound Systems - Hagen & Stafford Parks	-	-	$50,000	-	-	Capital Improvement Fund
Window and Door Replacement	-	-	$100,000	-	-	Fire Rescue Assessment Fund
Parking Lot Resurface	-	$60,000	-	-	-	Fire Rescue Assessment Fund
License Plate Reaser Cameras	$14,000	-	-	-	-	Federal Forfeiture Fund
Dojo Toys Reality Baed Training	$2,000	-	-	-	-	Police Forfieture Fund
Electric Police Bicycles	$10,300	-	-	-	-	Police Forfieture Fund
Wilton Drive Landscape & Lighting	$10,000	-	-	-	-	WD Improvement
Transportation Master Plan	$100,000	-	-	-	-	Trans & Mobility Fund
Vehicle Anti-Intrusion Barricades	$200,000	-	-	-	-	Trans & Mobility Fund
City Hall & Hagen Lights	$30,000	-	-	-	-	Trans & Mobility Fund
Wilton Manors West Phase I Water Main	$1,520,024	-	-	-	-	Water & Sewer Utility Fund
Manor Grove & NE 21st St Water Main Replacement	$522,156	$1,044,312	-	-	-	Water & Sewer Utility Fund
Municipal Complex Diesel Fuel Dispenser	$20,000	-	-	-	-	Water & Sewer Utility Fund

Municipal Complex Fuel Tank Gauge	$18,500	-	-	-	-	Water & Sewer Utility Fund
Lift Station 1 Replacement	$590,488	-	-	-	-	Water & Sewer Utility Fund
Lift Station 4 Replacement	$522,488	-	-	-	-	Water & Sewer Utility Fund
Lift Station 5 Rehabilitation	$498,824	-	-	-	-	Water & Sewer Utility Fund
Lift Sation 7 Rehabilitation	$579,928	-	-	-	-	Water & Sewer Utility Fund
Lift Station 8 Rehabilitation & FM Replacement	$533,200	-	-	-	-	Water & Sewer Utility Fund
Lift Station 11 Capacity Upgrade	$1,100,000	$2,200,000	-	-	-	Water & Sewer Utility Fund
Gravity Main Trunkline Replacement	-	$2,476,347	$4,952,693	-	-	Water & Sewer Utility Fund
NW 9th Ave & NW 26th St Water Main Replacement	-	$130,461	$260,920	-	-	Water & Sewer Utility Fund
Wilton Manors South Water Main Replacement	-	-	$1,072,329	$2,144,658	-	Water & Sewer Utility Fund
Lift Station 3 Rehabilitation	-	-	$195,554	$391,109	-	Water & Sewer Utility Fund
Lift Station 6 Pump & Force Main Replacement	-	-	$231,581	$463,161	-	Water & Sewer Utility Fund
Lift Station 10 Rehabilitation	-	-	$101,419	$202,838	-	Water & Sewer Utility Fund
Wilton Manors East Phase I Water Main Replacement	-	-	$1,640,448	$1,640,448	$1,640,447	Water & Sewer Utility Fund
Building Demolition - 2200 NE 12 Avenue	-	$58,000	-	-	-	Water & Sewer Utility Fund
Lift Station Mobile Generator	-	$140,000	-	-	-	Water & Sewer Utility Fund
Excavator Trailer	-	$11,000	-	-	-	Water & Sewer Utility Fund

Compact Excavator		$58,000				Water & Sewer Utility Fund
In-line Backflow Valves Phase 1	$1,000,000					Drainage Fund
In-line Backflow Valves Phase 1 (Match Required)	$250,000					Drainage Fund
In-line Backflow Valves Phase 2		$250,000				Drainage Fund
NW 7th Ave (22 St-24 St) Drainage Outfall	$314,130	$628,260				Drainage Fund
Coral Gardens Dr Outfalls & Storm System Improvement	$430,000	$860,000				Drainage Fund
NW 8 Terrace Cul-De-Sac Drainage	$70,000	$140,000				Drainage Fund
NW 3 Ave Stormwater Outfall	$840,000					Drainage Fund
NE 30th Street Outfall Improvement		$158,567	$317,133			Drainage Fund
NE 7th Terr Storm System/Outfall & NE 17th St Storm Outfall			$167,900	$335,800		Drainage Fund
NE 28th Street Outfall Improvements				$50,400	$100,800	Drainage Fund
Total	**$11,337,630**	**$9,780,944**	**$10,517,273**	**$6,498,120**	**$2,991,779**	

Appendix E: Five-Year Revenues and Expenditures Balance Sheet

General Fund

~~Revenues~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Revenues~~	~~$17,627,346~~	~~$17,934,761~~	~~$18,383,130~~	~~$18,842,708~~	~~$19,313,776~~
~~- Non-Capital Expenses~~	~~$16,631,406~~	~~$13,787,484~~	~~$14,057,290~~	~~$16,267,961~~	~~$17,694,730~~
~~- Transfers~~	~~$25,000~~	~~$25,000~~	~~$0~~	~~$0~~	~~$0~~
~~- Capital Projects~~	~~$970,940~~	~~$4,122,277~~	~~$4,325,840~~	~~$2,574,747~~	~~$1,619,046~~
~~**Balance (+/-)**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~

Revenues	**FY25-26**	**FY26-27**	**FY27-28**	**FY28-29**	**FY29-30**
Revenues	$26,549,937	$26,077,488	$26,919,149	$27,778,215	$28,653,085
- Non-Capital Expenses	$24,151,438	$25,257,488	$26,079,149	$26,938,215	$27,813,085
- Transfers	$2,378,499	$800,000	$820,000	$820,000	$820,000
- Capital Projects	$20,000	$20,000	$20,000	$20,000	$20,000
Balance (+/-)	**$0**	**$0**	**$0**	**$0**	**$0**

Fire Rescue Assessment Fund

~~Revenues~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Revenues~~	~~$2,611,521~~	~~$2,676,809~~	~~$2,743,729~~	~~$2,812,322~~	~~$2,882,631~~
~~- Non-Capital Expenses~~	~~$2,394,701~~	~~$2,636,809~~	~~$2,668,729~~	~~$2,782,322~~	~~$2,857,631~~
~~- Transfers~~	~~$79,820~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~
~~- Capital Projects~~	~~$137,000~~	~~$40,000~~	~~$75,000~~	~~$30,000~~	~~$25,000~~
~~**Balance (+/-)**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~

Revenues	**FY25-26**	**FY26-27**	**FY27-28**	**FY28-29**	**FY29-30**
Revenues	$3,762,091	$3,856,143	$3,952,547	$4,051,361	$4,152,645
- Non-Capital Expenses	$3,762,091	$3,796,143	$3,852,547	$4,051,361	$4,152,645
- Transfers	$0	$0	$0	$0	$0
- Capital Projects	$0	$60,000	$100,000	$0	$0
Balance (+/-)	**$0**	**$0**	**$0**	**$0**	**$0**

Building Fund

Revenues	**FY25-26**	**FY26-27**	**FY27-28**	**FY28-29**	**FY29-30**
Revenues	$1,835,673	$1,547,500	$1,586,188	$1,625,842	$1,666,488
- Non-Capital Expenses	$1,835,673	$1,547,500	$1,586,188	$1,625,842	$1,666,488
- Transfers	$0	$0	$0	$0	$0
- Capital Projects	$0	$0	$0	$0	$0
Balance (+/-)	**$0**	**$0**	**$0**	**$0**	**$0**

Road Improvement Fund

~~Revenues~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Revenues~~	~~$1,451,059~~	~~$302,559~~	~~$310,123~~	~~$317,876~~	~~$325,823~~
~~- Non-Capital Expenses~~	~~$296,059~~	~~$102,559~~	~~$240,123~~	~~$247,876~~	~~$305,823~~
~~- Transfers~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~
~~- Capital Projects~~	~~$1,155,000~~	~~$200,000~~	~~$70,000~~	~~$70,000~~	~~$20,000~~
~~**Balance (+/-)**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~

Revenues	**FY25-26**	**FY26-27**	**FY27-28**	**FY28-29**	**FY29-30**
Revenues	$286,373	$322,479	$330,541	$338,805	$347,275
- Non-Capital Expenses	$286,373	$322,479	$330,541	$338,805	$347,275
- Transfers	$0	$0	$0	$0	$0
- Capital Projects	$0	$0	$0	$0	$0
Balance (+/-)	**$0**	**$0**	**$0**	**$0**	**$0**

Capital Improvement Fund

Revenues	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Revenues	$2,641,964	$1,344,314	$1,377,922	$1,412,370	$1,447,679
- Non-Capital Expenses	$500,372	-$201,683	-$79,374	$162,664	$217,148
- Transfers	$0	$0	$0	$0	$0
- Capital Projects	$2,141,592	$1,545,997	$1,457,296	$1,249,706	$1,230,532
Balance (+/-)	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities Fund

~~Revenues~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Revenues~~	~~$9,673,529~~	~~$10,020,989~~	~~$10,381,952~~	~~$10,756,955~~	~~$11,146,555~~
~~- Non-Capital Expenses~~	~~$6,197,741~~	~~$7,295,201~~	~~$7,656,164~~	~~$8,031,167~~	~~$9,290,767~~
~~- Depreciation~~	~~$752,266~~	~~$752,266~~	~~$752,266~~	~~$752,266~~	~~$752,266~~
~~- Transfers~~	~~$1,103,522~~	~~$1,103,522~~	~~$1,103,522~~	~~$1,103,522~~	~~$1,103,522~~
~~- Capital Projects~~	~~$1,620,000~~	~~$870,000~~	~~$870,000~~	~~$870,000~~	~~$0~~
~~**Balance (+/-)**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~

Revenues	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Revenues	$19,117,589	$21,038,236	$24,324,680	$21,489,746	$22,336,437
- Non-Capital Expenses	$13,211,981	$14,920,116	$15,869,736	$16,647,532	$20,695,990
- Depreciation	$0	$0	$0	$0	$0
- Transfers	$0	$0	$0	$0	$0
- Capital Projects	$5,905,608	$6,118,120	$8,454,944	$4,842,214	$1,640,447
Balance (+/-)	**$0**	**$0**	**$0**	**$0**	**$0**

Parking Fund

~~Revenues~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Revenues~~	~~$987,786~~	~~$1,012,481~~	~~$1,037,793~~	~~$1,063,737~~	~~$1,090,331~~
~~- Non-Capital Expenses~~	~~$892,786~~	~~$864,312~~	~~$839,273~~	~~$956,003~~	~~$995,331~~
~~- Depreciation~~	~~$70,000~~	~~$70,000~~	~~$70,000~~	~~$70,000~~	~~$70,000~~
~~- Transfers~~	~~$25,000~~	~~$25,000~~	~~$25,000~~	~~$25,000~~	~~$25,000~~
~~- Capital Projects~~	~~$0~~	~~$53,169~~	~~$103,520~~	~~$12,734~~	~~$0~~
~~**Balance (+/-)**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~

Revenues	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Revenues	$1,931,644	$1,670,685	$1,710,720	$1,751,773	$1,793,869
- Non-Capital Expenses	$1,601,644	$1,670,685	$1,710,720	$1,751,773	$1,793,869
- Depreciation	$0	$0	$0	$0	$0
- Transfers	$0	$0	$0	$0	$0
- Capital Projects	$330,000	$0	$0	$0	$0
Balance (+/-)	**$0**	**$0**	**$0**	**$0**	**$0**

Drainage Utility Fund

~~Revenues~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Revenues~~	~~$638,141~~	~~$581,615~~	~~$610,696~~	~~$641,231~~	~~$673,292~~
~~- Non-Capital Expenses~~	~~$493,292~~	~~$436,766~~	~~$465,847~~	~~$496,382~~	~~$528,443~~
~~- Depreciation~~	~~$114,849~~	~~$114,849~~	~~$114,849~~	~~$114,849~~	~~$114,849~~
~~- Transfers~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~
~~- Capital Projects~~	~~$30,000~~	~~$30,000~~	~~$30,000~~	~~$30,000~~	~~$30,000~~
~~**Balance (+/-)**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~

Revenues	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Revenues	$3,628,957	$2,927,707	$1,674,072	$1,625,687	$1,393,135
- Non-Capital Expenses	$724,827	$890,880	$1,189,039	$1,239,487	$1,292,335
- Depreciation	$0	$0	$0	$0	$0
- Transfers	$0	$0	$0	$0	$0
- Capital Projects	$2,904,130	$2,036,827	$485,033	$386,200	$100,800
Balance (+/-)	**$0**	**$0**	**$0**	**$0**	**$0**

Recycling Fund

~~Revenues~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Revenues~~	~~$3,392,223~~	~~$3,273,490~~	~~$3,432,965~~	~~$3,600,373~~	~~$3,776,111~~
~~- Non-Capital Expenses~~	~~$3,172,908~~	~~$3,054,175~~	~~$3,213,650~~	~~$3,381,058~~	~~$3,556,796~~
~~- Depreciation~~	~~$22,991~~	~~$22,991~~	~~$22,991~~	~~$22,991~~	~~$22,991~~
~~- Transfers~~	~~$196,324~~	~~$196,324~~	~~$196,324~~	~~$196,324~~	~~$196,324~~
~~- Capital Projects~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~
~~**Balance (+/-)**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~	~~**$0**~~

Revenues	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Revenues	$5,808,011	$6,098,412	$6,403,332	$6,723,499	$7,059,674
- Non-Capital Expenses	$5,808,011	$6,098,412	$6,403,332	$6,723,499	$7,059,674
- Depreciation	$0	$0	$0	$0	$0
- Transfers	$0	$0	$0	$0	$0
- Capital Projects	$0	$0	$0	$0	$0
Balance (+/-)	**$0**	**$0**	**$0**	**$0**	**$0**

~~Miscellaneous Grants Fund~~

~~Revenues~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Revenues~~	~~$156,003~~	~~$159,903~~	~~$163,901~~	~~$167,998~~	~~$172,198~~
~~- Non-Capital Expenses~~	~~$69,451~~	~~$74,903~~	~~$143,901~~	~~$147,998~~	~~$152,198~~
~~- Capital Projects~~	~~$86,552~~	~~$85,000~~	~~$20,000~~	~~$20,000~~	~~$20,000~~
~~Balance (+/-)~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~

Other Miscellaneous Funds

~~Revenues~~	~~FY18-19~~	~~FY19-20~~	~~FY20-21~~	~~FY21-22~~	~~FY22-23~~
~~Revenues~~	~~$161,200~~	~~$162,630~~	~~$164,096~~	~~$165,598~~	~~$167,138~~
~~- Non-Capital Expenses~~	~~$134,400~~	~~$162,630~~	~~$164,096~~	~~$165,598~~	~~$167,138~~
~~- Capital Projects~~	~~$26,800~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~
~~Balance (+/-)~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~

Revenues	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Revenues	$229,587	$232,851	$236,197	$239,626	$243,142
- Non-Capital Expenses	$193,287	$232,851	$236,197	$239,626	$243,142
- Capital Projects	$36,300	$0	$0	$0	$0
Balance (+/-)	$0	$0	$0	$0	$0



CITY OF WILTON MANORS

COMPREHENSIVE PLAN

PUBLIC SCHOOL FACILITIES ELEMENT

DATA INVENTORY AND ANALYSIS

~~**ADOPTED**~~

~~**February 9, 2021**~~ **April 2026**

DATA, INVENTORY AND ANALYSIS

PUBLIC SCHOOL FACILITIES ELEMENT

Historical Note:
Since public school facility planning and concurrency is being addressed on a county-wide level in Broward County, the former Department of Community Affairs (DCA) approved the option of local municipalities to rely upon the County's Public Education Facilities Element (PSFE) data, inventory and analysis (DIA). This was confirmed with the DCA prior to transmittal on April 17, 2009. The initial transmittal and subsequent annual updates includes the comprehensive plan PSFE text amendments to the goals, objectives and policies (GOPs) that are being adopted by the City of Wilton Manors but does not include the supporting documentation (DIA), as the City is relying on the DIA submitted by Broward County to the DCA to support the City's PSFE text amendments.

To comply with state mandated school concurrency requirements, the Broward County Board of County Commissioners adopted its original Public Education Facilities Element (PSFE) into the Broward County Comprehensive Plan on January 15, 2008, and has since submitted annual updates.

In 2011 the State Legislature passed the Community Planning Act (Housing Bill 7207), which in part repealed mandatory school concurrency. Public school facilities concurrency is now optional unless a jurisdiction is guided by an interlocal agreement for public school facility planning (ILA). Broward County has an ILA so school concurrency is still required.

Broward County will continue to implement the provisions according to state statute through the Interlocal Agreement for Public School Facilities Planning (ILA), and together with the various municipalities including the City of Wilton Manors will continue implementing public school concurrency under provisions set forth in s.163.3177(1), 163.31777 and 163.3180(6)(a).

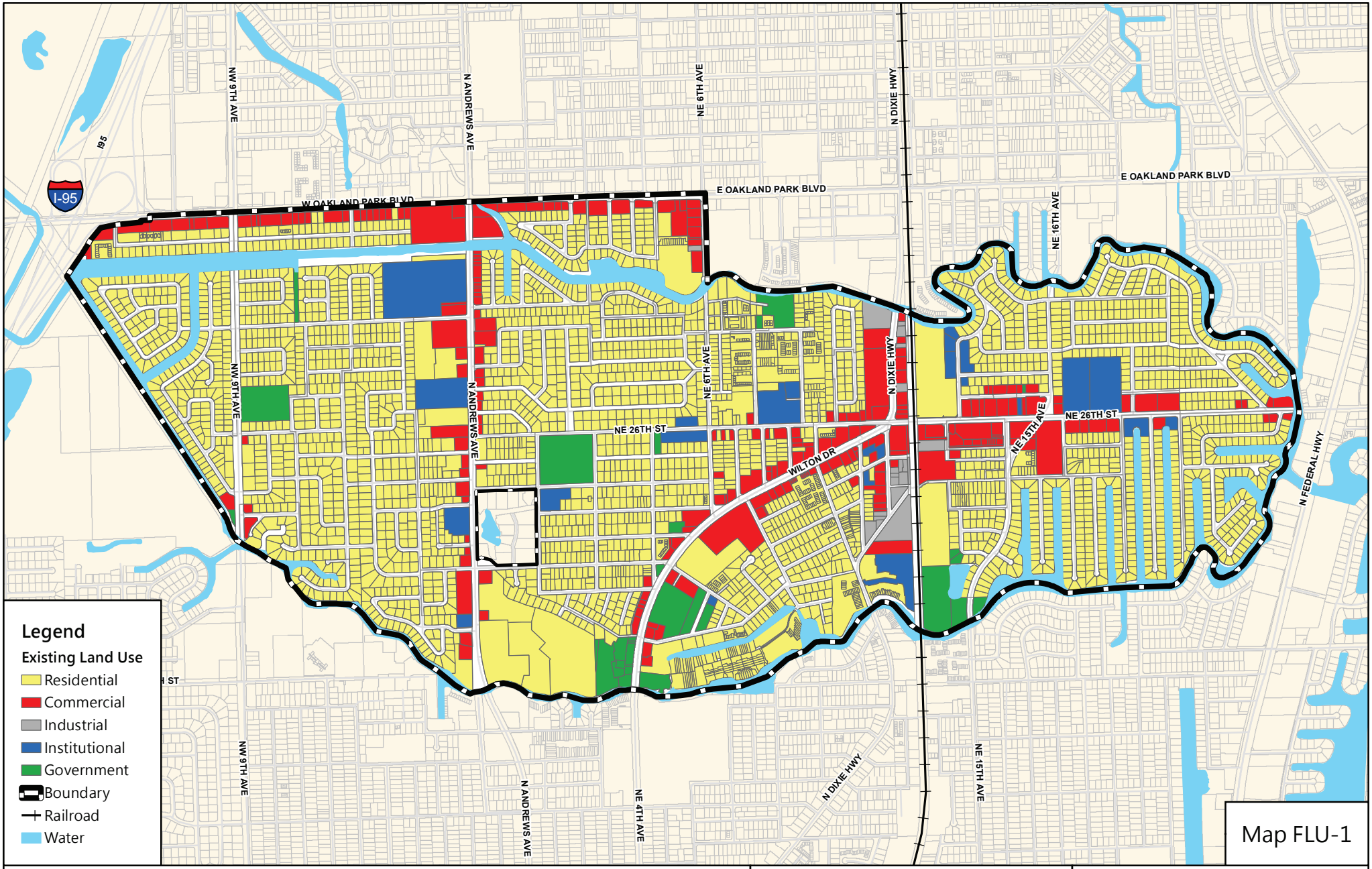


CITY OF WILTON MANORS

COMPREHENSIVE PLAN

Maps

April 2026



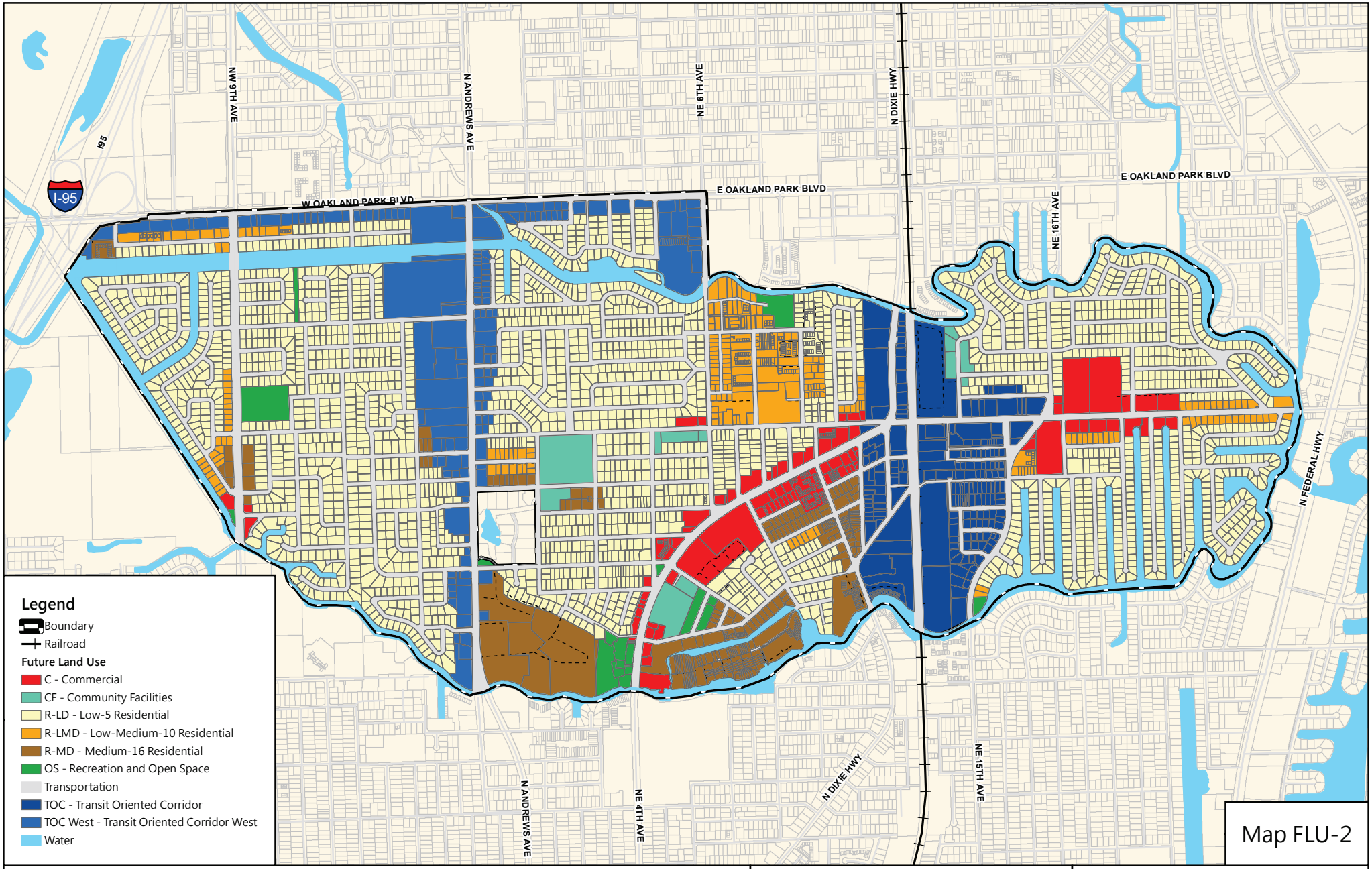
City of Wilton Manors
Existing Land Use

0 0.25 0.5 Miles

Source: Broward County &
The City of Wilton Manors

Map Date: 10/17/2025

Produced and maintained by the CGA
Geographic Information Systems Services



City of Wilton Manors
Future Land Use

0 0.25 0.5 Miles

Source: Broward County &
The City of Wilton Manors

Map Date: 2/12/2026

Produced and maintained by the CGA
Geographic Information Systems Services



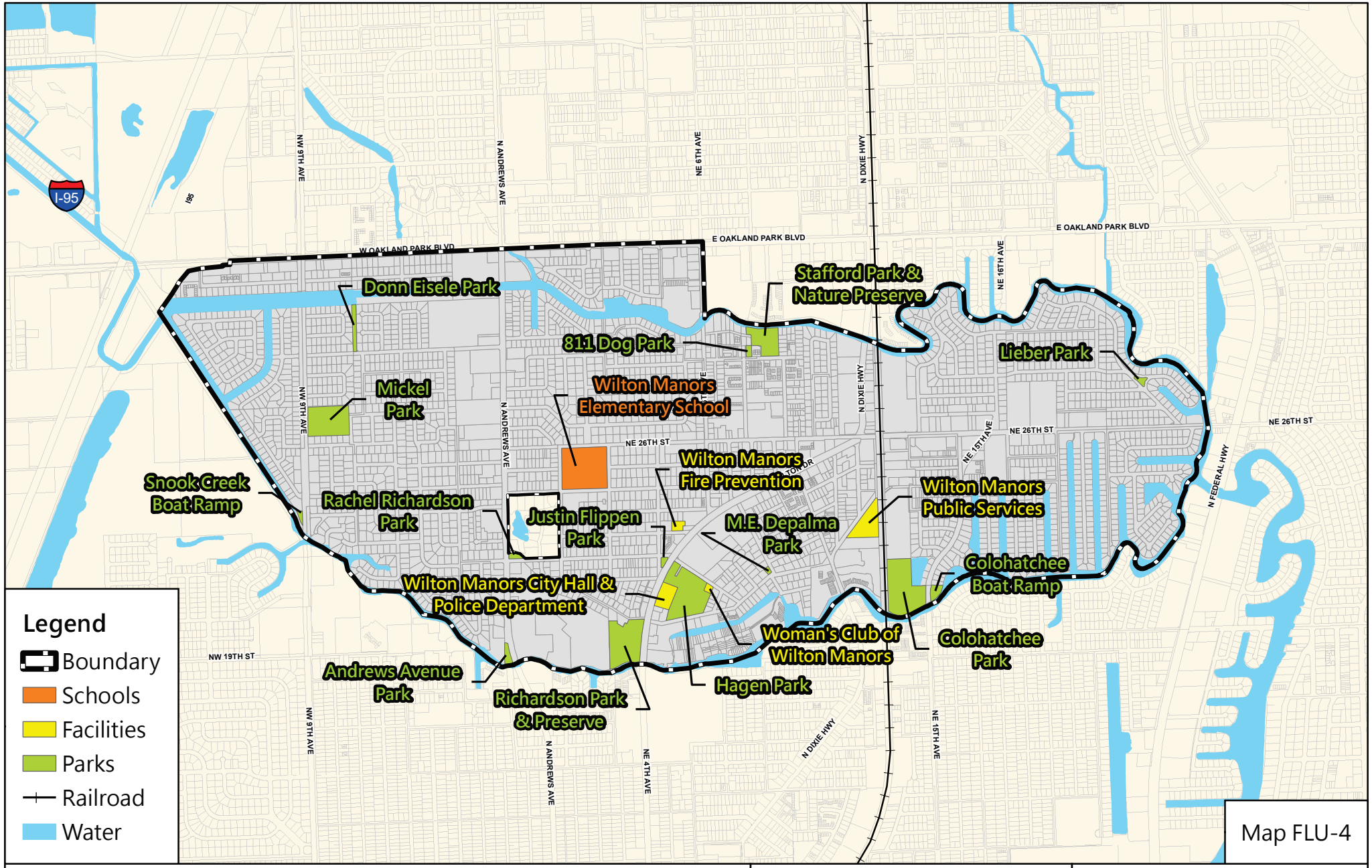
City of Wilton Manors Historic Sites & Structures

0 0.25 0.5 Miles

Source: The City of Wilton Manors

Map Date: 10/17/2025

Produced and maintained by the CGA Geographic Information Systems Services



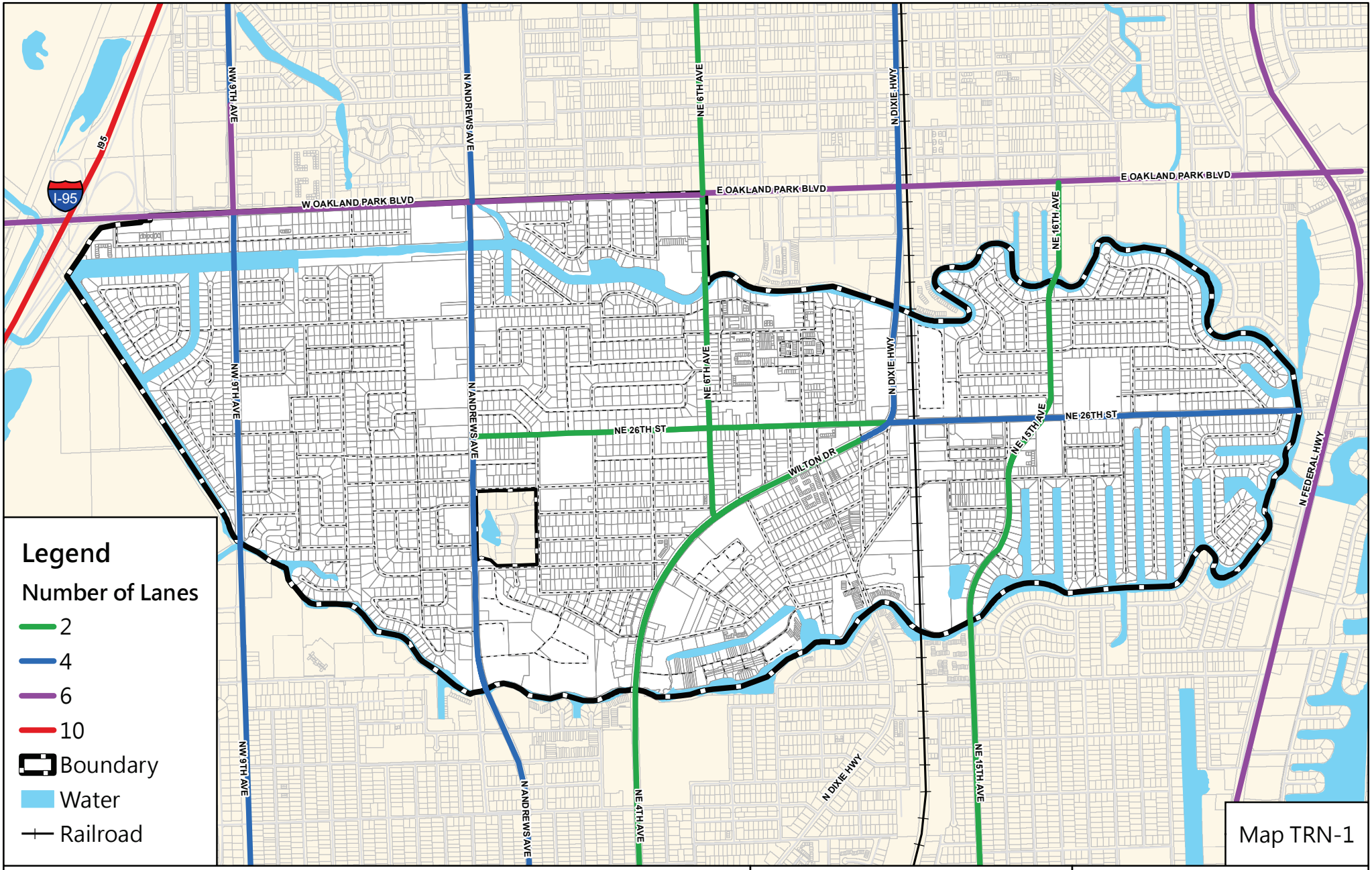
City of Wilton Manors
Parks, Facilities, & Schools

0 0.3 0.6 Miles

Source: Broward County & The City of Wilton Manors

Map Date: 2/12/2026

Produced and maintained by the CGA Geographic Information Systems Services



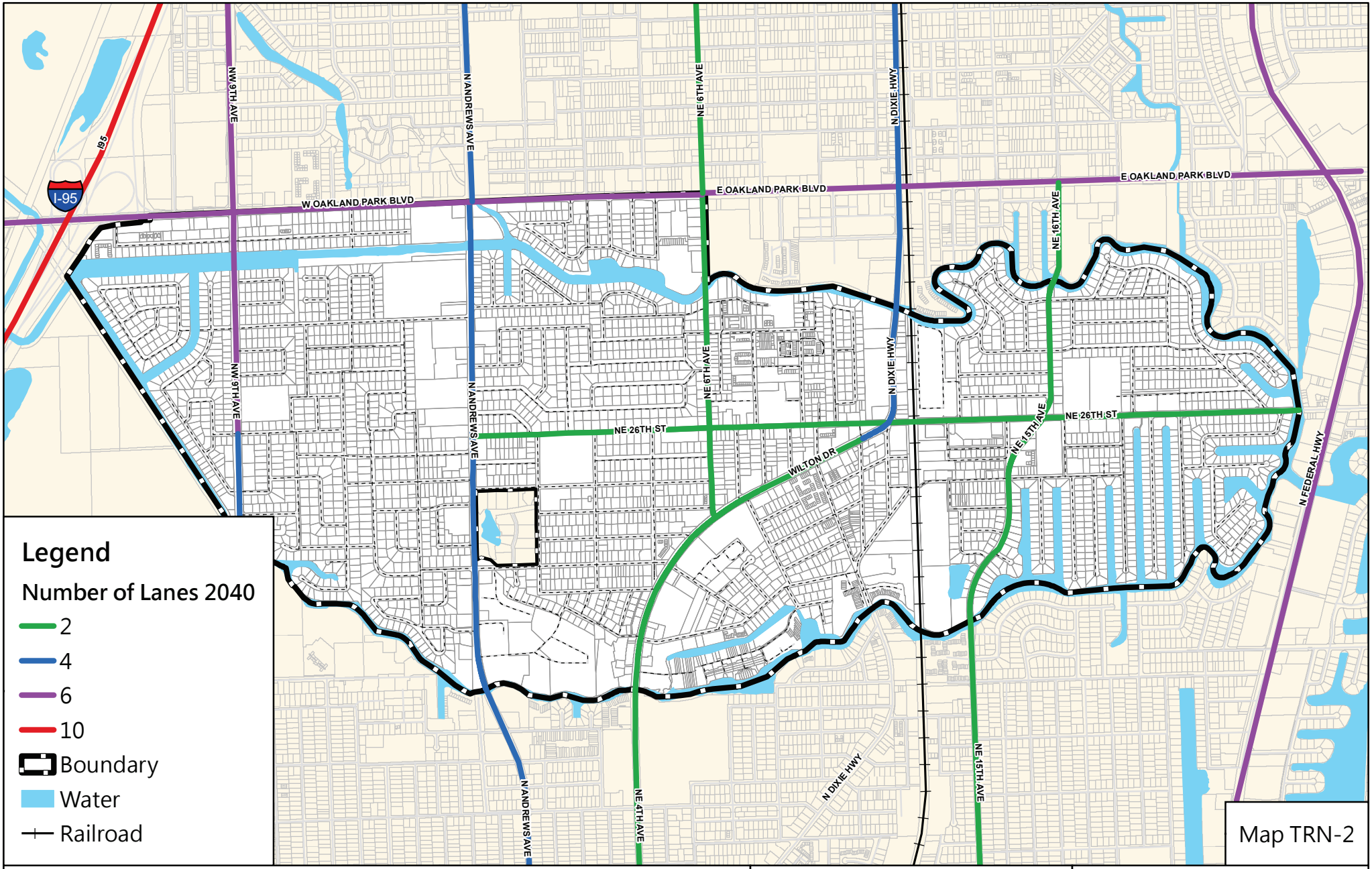
City of Wilton Manors
Existing Number of Lanes

0 0.25 0.5 Miles

Source: Broward County MPO & The City of Wilton Manors

Map Date: 10/23/2025

Produced and maintained by the CGA Geographic Information Systems Services



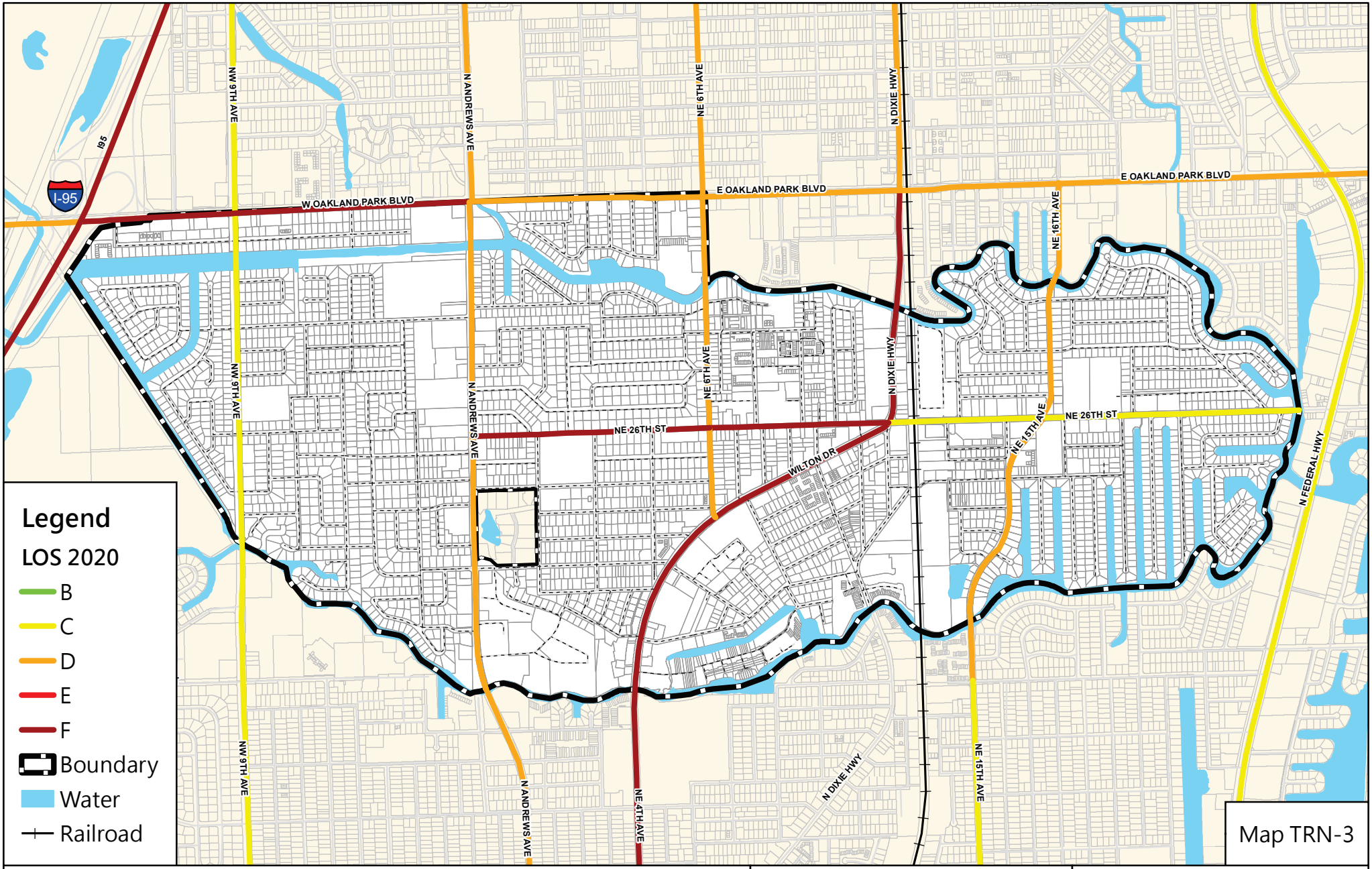
City of Wilton Manors
Future Number of Lanes

0 0.25 0.5 Miles

Source: Broward County MPO &
The City of Wilton Manors

Map Date: 10/23/2025

Produced and maintained by the CGA
Geographic Information Systems Services



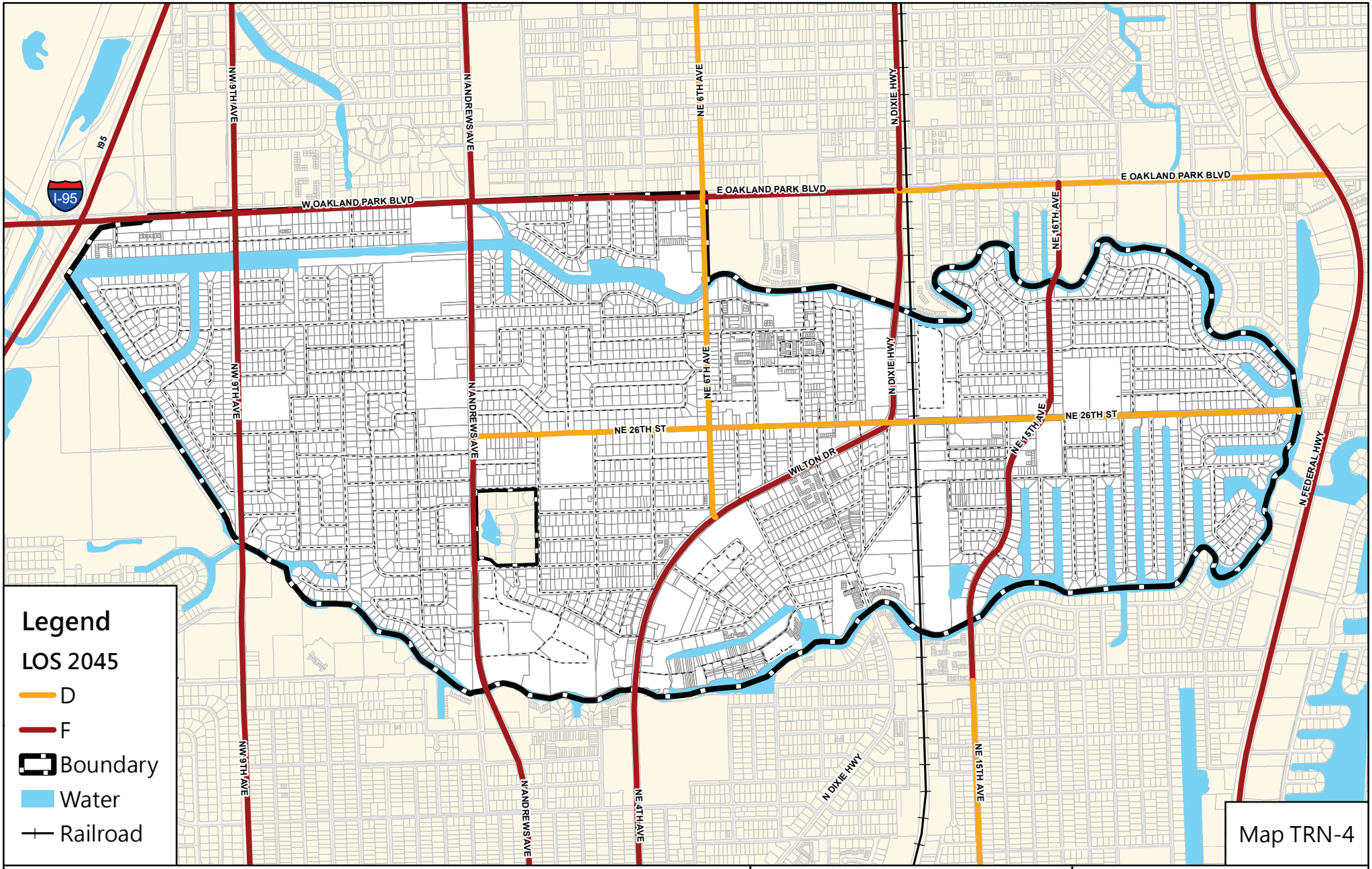
City of Wilton Manors
Existing Level of Service

0 0.25 0.5 Miles

Source: Broward County MPO &
The City of Wilton Manors

Map Date: 10/23/2025

Produced and maintained by the CGA
Geographic Information Systems Services



City of Wilton Manors
Future Level of Service

0 0.25 0.5 Miles

Source: Broward County MPO &
The City of Wilton Manors

Map Date: 10/23/2025

Produced and maintained by the CGA
Geographic Information Systems Services



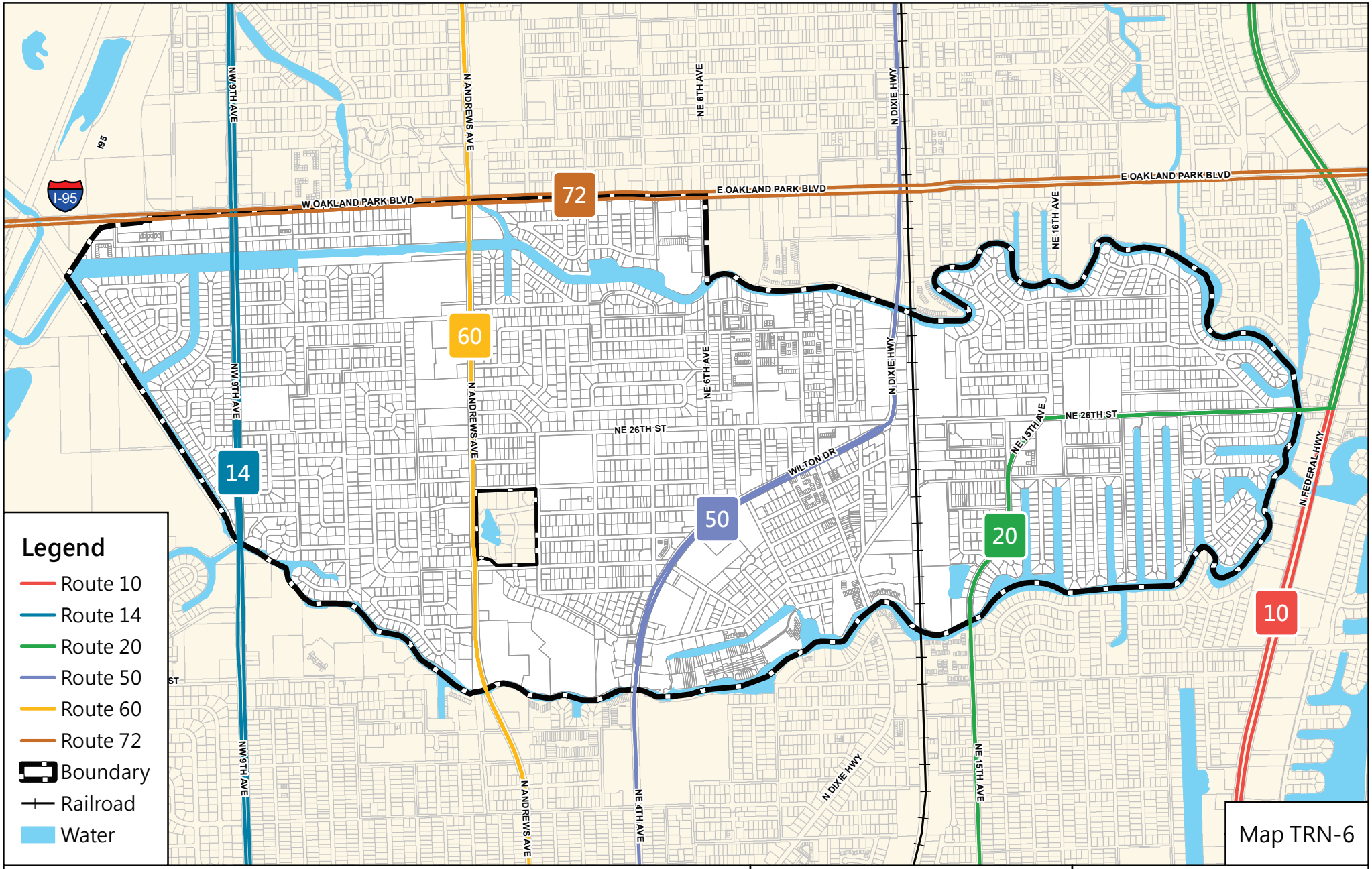
City of Wilton Manors Existing Bike Lanes

0 0.25 0.5 Miles

Source: Broward County MPO & The City of Wilton Manors

Map Date: 2/12/2026

Produced and maintained by the CGA Geographic Information Systems Services



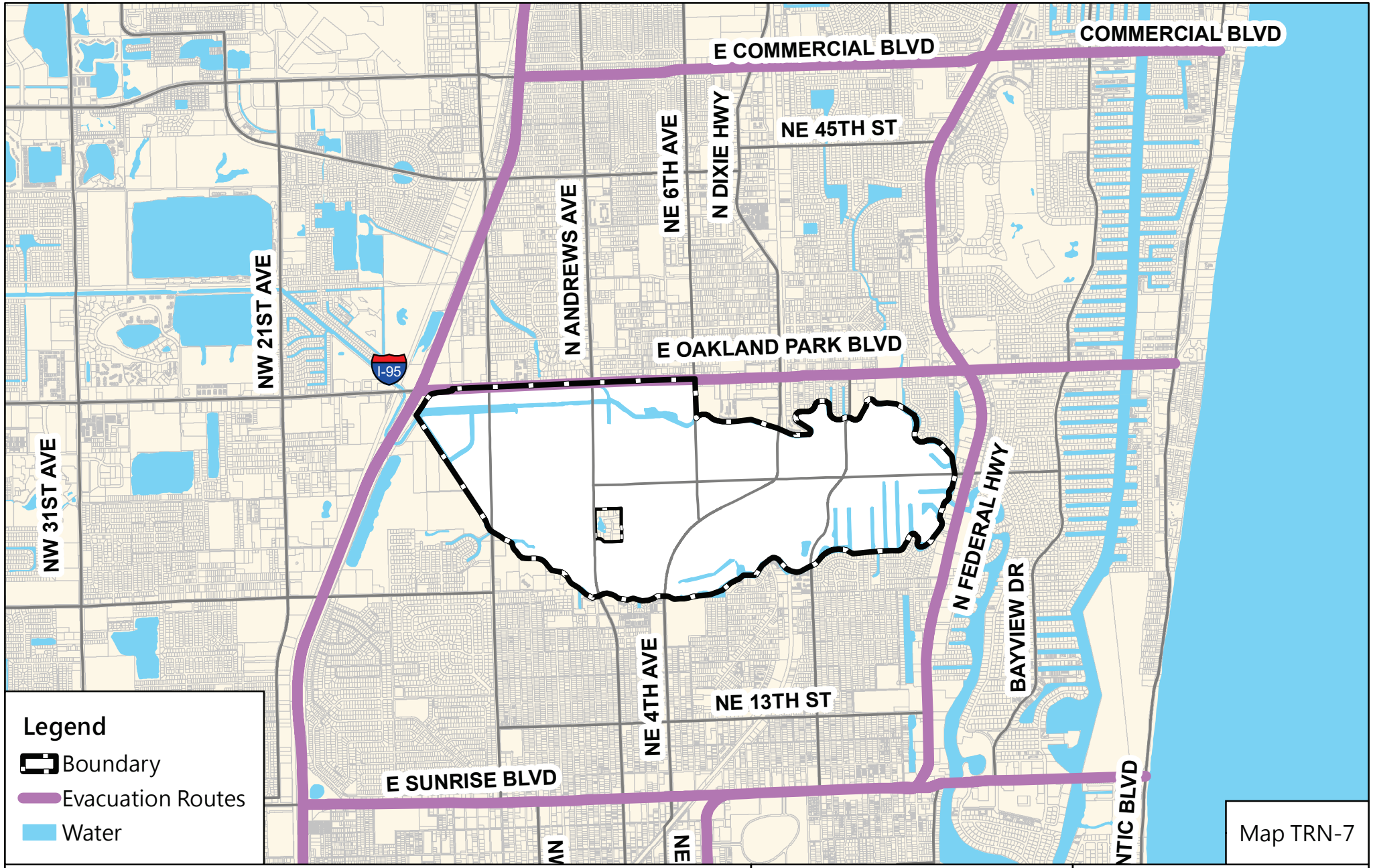
City of Wilton Manors
Existing Transit

0 0.25 0.5 Miles

Source: Broward County &
The City of Wilton Manors

Map Date: 9/15/2025

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Geographic Information Systems Services



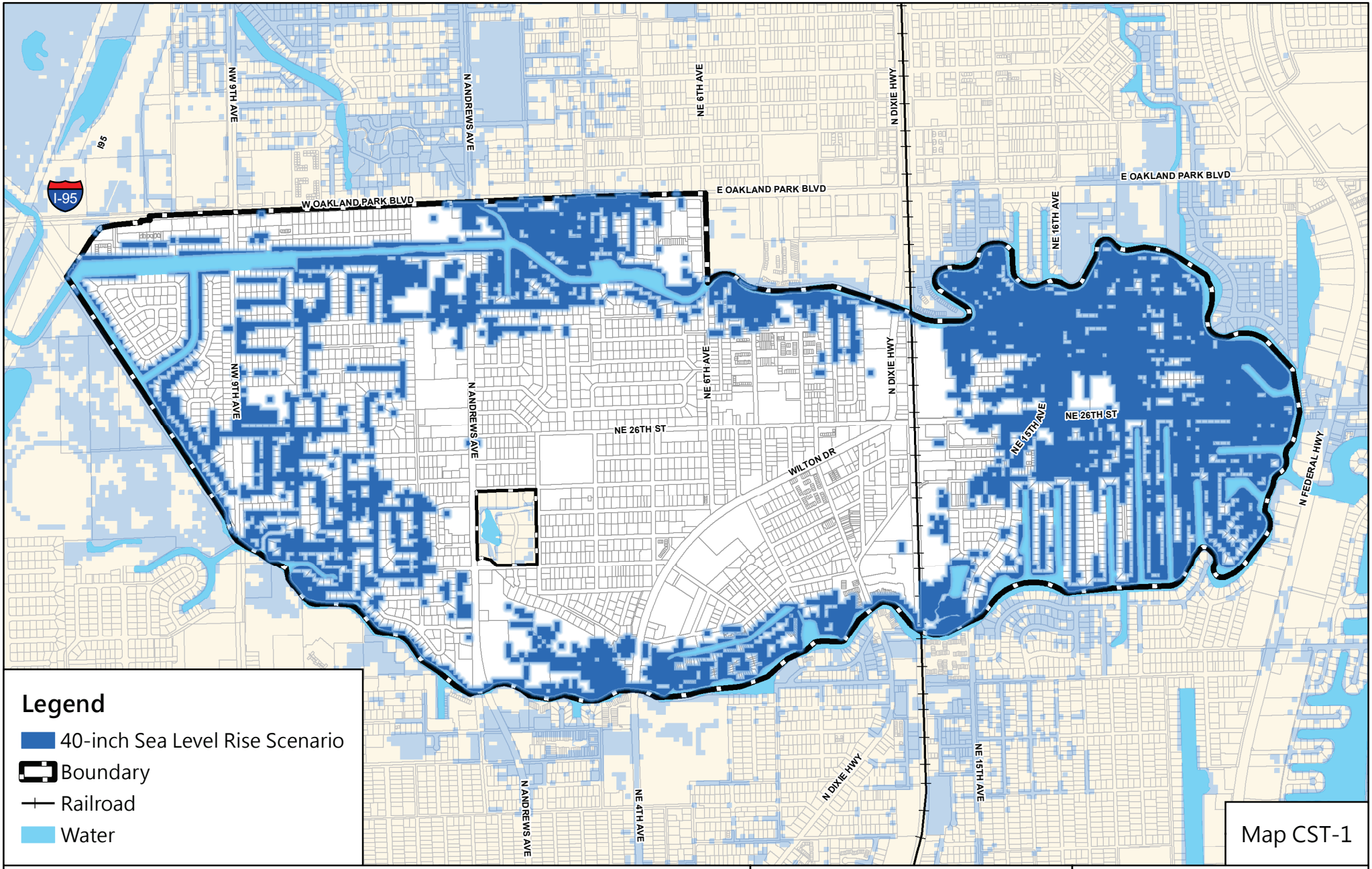
City of Wilton Manors Evacuation Routes

0 0.5 1 Miles

Source: Broward County & The City of Wilton Manors

Map Date: 9/19/2025

Produced and maintained by the CGA Geographic Information Systems Services



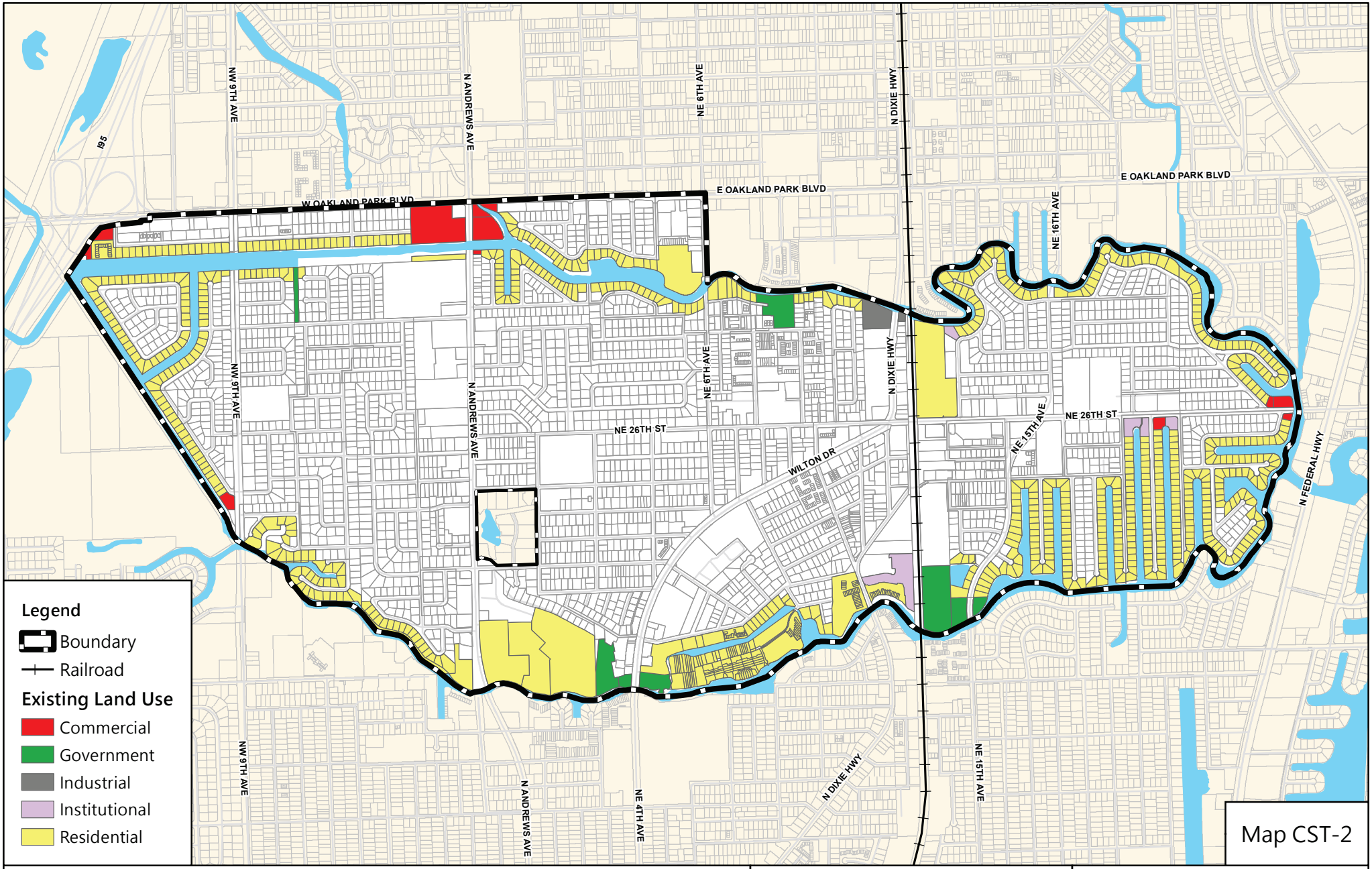
City of Wilton Manors
Coastal High Hazard Area

0 0.25 0.5 Miles

Source: Broward County &
The City of Wilton Manors

Map Date: 9/16/2025

Produced and maintained by the CGA
Geographic Information Systems Services



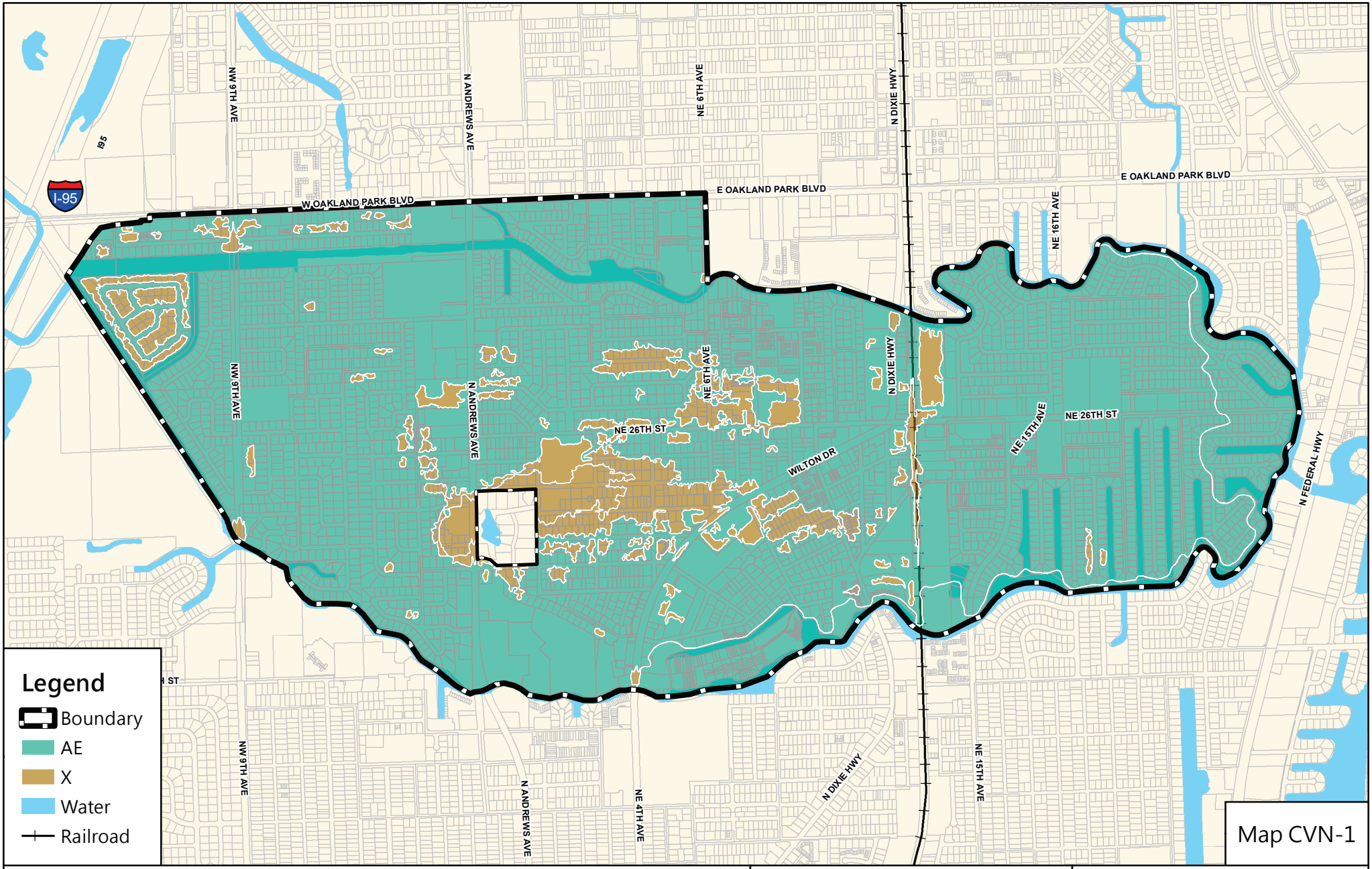
City of Wilton Manors
Coastal Planning Area

0 0.25 0.5 Miles

Source: Broward County &
The City of Wilton Manors

Map Date: 9/30/2025

Produced and maintained by the CGA
Geographic Information Systems Services



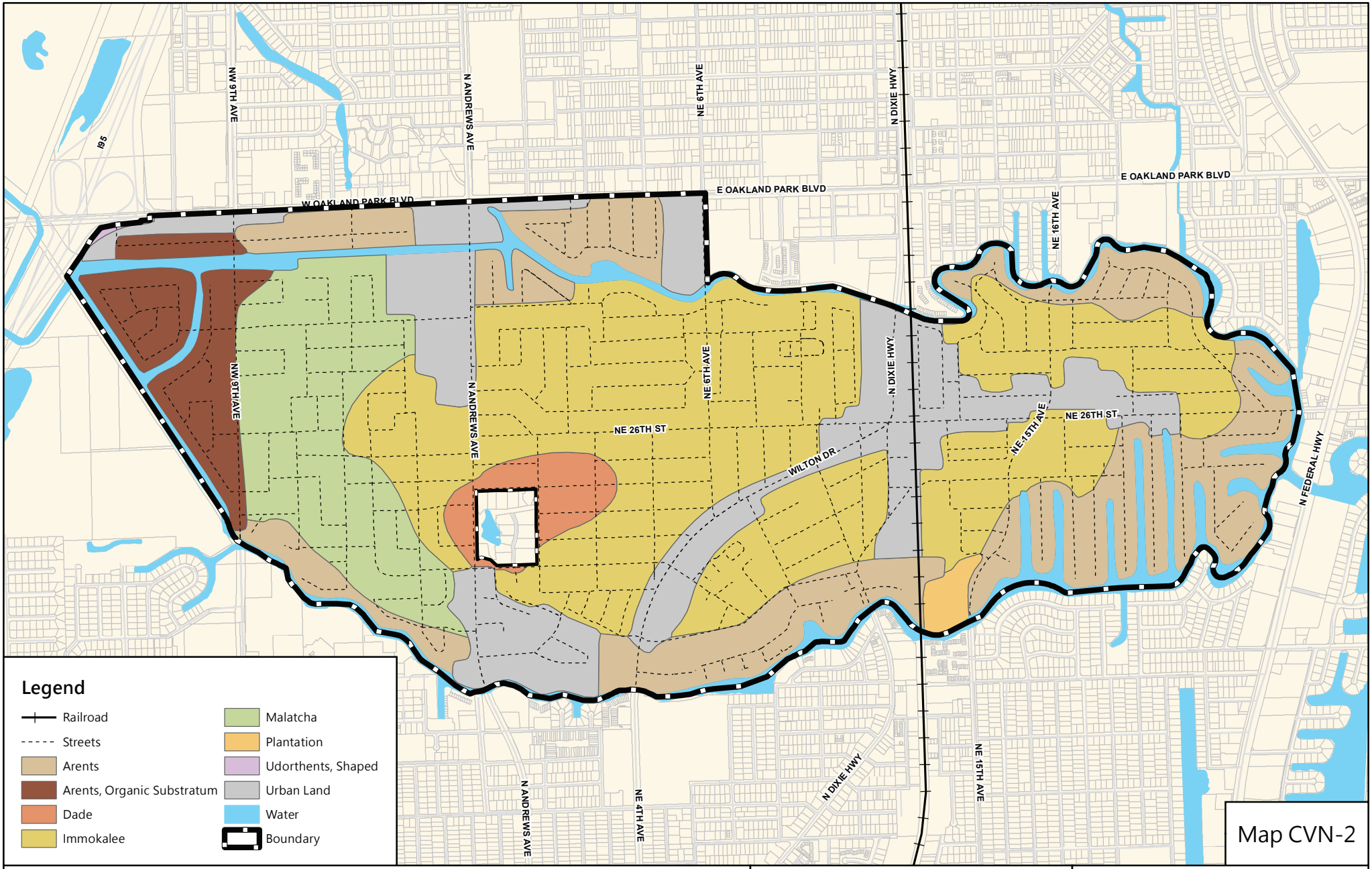
City of Wilton Manors Flood Zones

0 0.25 0.5 Miles

Source: FEMA &
The City of Wilton Manors

Map Date: 9/30/2025

Produced and maintained by the CGA Geographic Information Systems Services



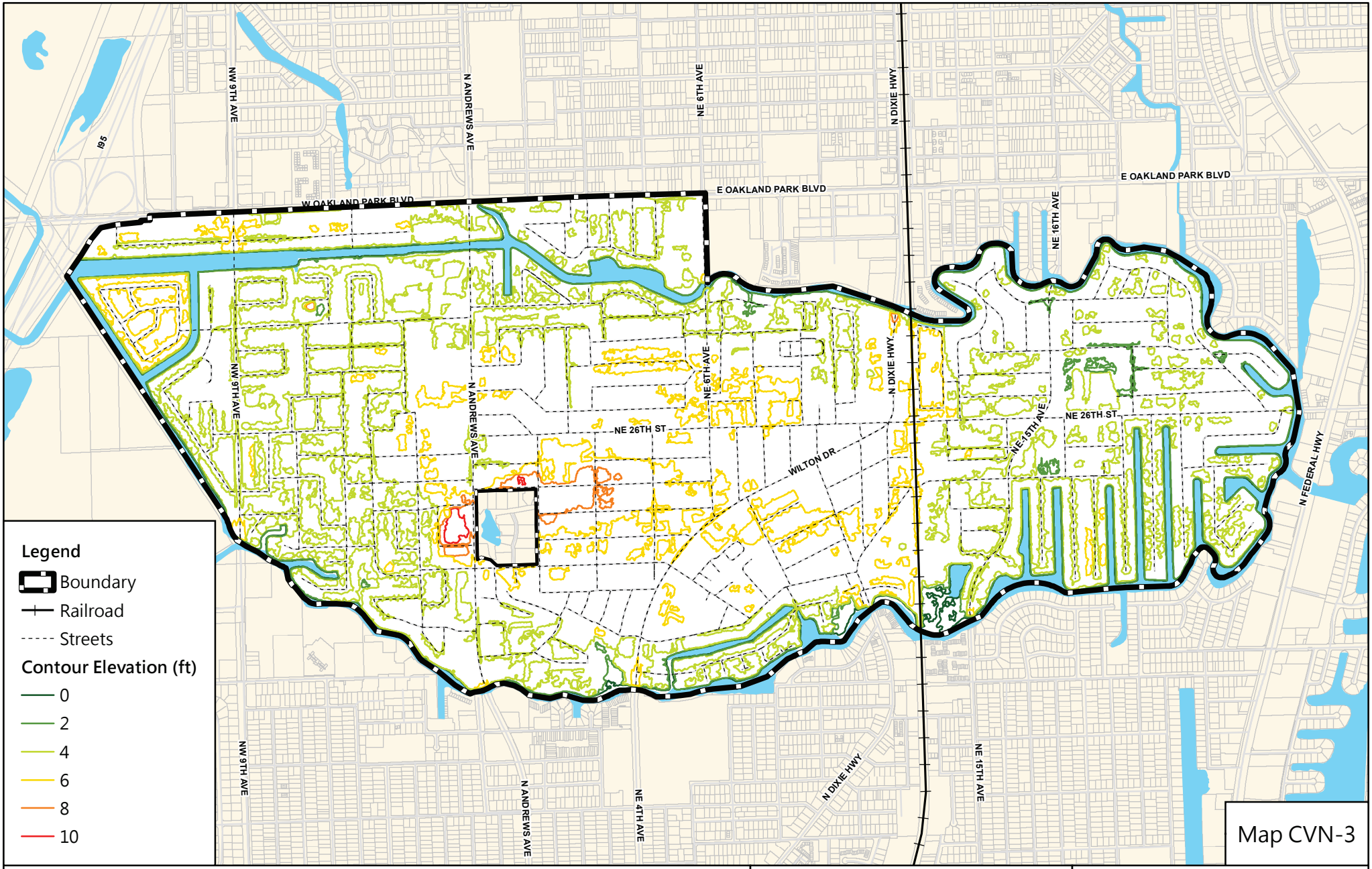
City of Wilton Manors Soils

0 0.25 0.5 Miles

Source:
Natural Resources Conservation Service,
U.S. Department of Agriculture

Map Date: 9/9/2025

Produced and maintained by the CGA Geographic Information Systems Services



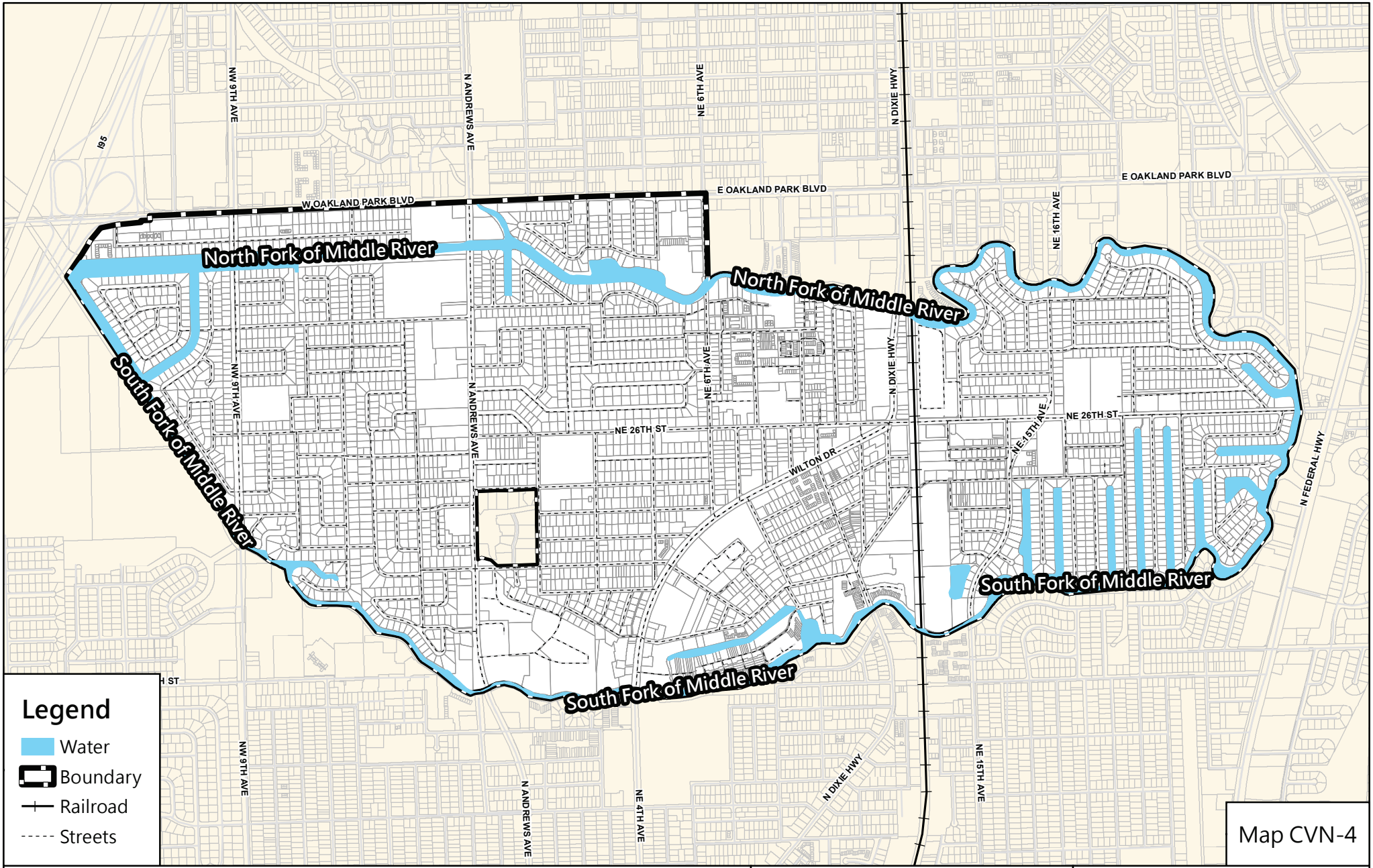
City of Wilton Manors Topography

0 0.25 0.5 Miles

Source: Broward County & The City of Wilton Manors

Map Date: 9/9/2025

Produced and maintained by the CGA Geographic Information Systems Services



City of Wilton Manors Water Bodies

0 0.25 0.5 Miles

Source: Broward County & The City of Wilton Manors

Map Date: 2/12/2026

Produced and maintained by the CGA Geographic Information Systems Services



City of Wilton Manors City Parks

0 0.25 0.5 Miles

Source: Broward County & The City of Wilton Manors

Map Date: 10/16/2025

Produced and maintained by the CGA Geographic Information Systems Services

~~Adopted~~ Draft

20-Year Water Supply Facilities Work Plan

~~(2020-2040)~~ (2025-2045)

~~January 2021~~ April 2026



1. INTRODUCTION

Introduction

The purpose of the City of Wilton Manors 20-Year Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the City's jurisdiction.

Chapter 163, Part II, F.S., requires local governments to prepare and adopt Work Plans into their Comprehensive Plans within 18 months after the water management district approves a regional water supply plan or its update. The ~~2018~~ *2023-2024 Lower East Coast Water Supply Plan Update* was approved by the South Florida Water Management District (SFWMD) on ~~November 8, 2018~~ September 12, 2024 ; therefore, the deadline for local governments within the Lower East Coast jurisdiction to amend their comprehensive plans and adopt a Work Plan is ~~May 8, 2020~~ March 12, 2026. The City adopts the 20-Year Water Supply Facilities Work Plan ~~2020~~ 2025 Update by reference into the City's Comprehensive Plan. The expected date of adoption by reference for the Work Plan ~~2020~~ 2025 Update is anticipated for ~~January 2021~~ June 2026. The ~~2008~~ 2020 City of Wilton Manors Water Supply Facilities Work Plan is deleted in its entirety and replaced with the Work Plan ~~2020~~ 2025 Update.

Residents and businesses of the City of Wilton Manors purchase their potable water from the City. The City has a Bulk Service Agreement with the City of Fort Lauderdale to supply the potable water. Therefore, Fort Lauderdale through the Bulk Service Agreement will supply enough capacity for the existing and future customers of the City through the short-term horizon of this Work Plan (10 Years). The City owns and maintains the water distribution system within the City and the City's Utility Department coordinates with Fort Lauderdale to ensure that adequate capacity is available. The City of Wilton Manors has no self-supplied areas within the City limits.

The City's Work Plan will reference data and initiatives from the *City of Fort Lauderdale's Water Supply Facilities Work Plan* ~~2020~~*2025 Update* (adopted ~~June 16, 2020~~ February 17, 2026) since the City is a wholesale customer of the City of Fort Lauderdale. The intent of the Work Plan is to meet the statutory requirements as outlined in the subsection below, and to coordinate City of Fort Lauderdale's water supply initiatives with the ~~2018~~ *2023-2024 Lower East Coast Water Supply Plan Update*.

According to Florida Statutes, the Work Plan and any corresponding Comprehensive Plan amendments must address the development of traditional and alternative water supplies, bulk sales agreements and conservation and reuse programs that are necessary to serve existing and new development for a minimum of a 10-Year planning period. The City's Work Plan has a planning horizon of 20 years (~~2020-2040~~2025-2045).

The City's Work Plan is divided into ~~six~~ seven (7) sections:

1. Introduction
2. Background Information
3. Data and Analysis
4. Intergovernmental Coordination Activities

5. Capital Improvements

6. Goals, Objectives, and Policy Discussion

7. Conclusion

Statutory History

The Florida Legislature enacted bills during the 2002, 2004, 2005, 2011, 2012, 2015, and 2016 sessions to address the state's water supply needs. These bills, particularly Senate Bills 360 and 444 enacted during the 2005 legislative session, strengthened the statutory links between the regional water supply plans (RWSPs) prepared by water management districts and the Comprehensive Plans prepared by local governments through changes to Chapters 163 and 373, Florida Statutes (F.S.). These changes improved coordination between local land use planning and regional water supply planning.

Regional Water Supply Plans (RWSP)

The South Florida Water Management District (SFWMD or District) develops and updates RWSPs to assess current and future water needs while sustaining Central and South Florida's water resources. Section 373.709, F.S., provides the framework for an RWSP's scope, analysis, implementation, and process. The RWSP plans are required to be based on a 20-year planning period and updated every 5 years. The RWSP must include specific water resource and water supply development projects. There are five RWSP regions within the SFWMD and the City of Wilton Manors is within the Lower East Coast region and the associated Lower East Coast Water Supply Plan. The ~~M~~most recent Lower East Coast Water Supply Plan was approved by the SFWMD's Governing Board on ~~November 8, 2018~~ September 12, 2024.

Comprehensive Plans

The Florida Legislature established a water supply planning process for local governments through the Community Planning Act [Chapter 163, F.S.] and Water Resources Act [Chapter 373, F.S.]. A local government's Comprehensive Plan provides guidelines for development of the community and includes the projects, programs and timeframes to implement the plan elements. Under Section 163.3177(6)(c)3., F.S., local governments are required to update their Comprehensive Plans within 18 months after the District's Governing Board approves the applicable RWSP. Work Plan updates are comprehensive plan amendments, as required by Section 163.3184, F.S.

Water Supply Facilities Work Plans

Within 18 months following approval of a RWSP, local governments must develop and adopt a comprehensive plan amendment consistent with the plan amendment process in Section 163.3184, F.S. The amendment must include updates to the local government's Water Supply Facilities Work Plan (Work Plan), as outlined in Section 163.3177(6)(c)3., F.S., and be consistent with the water resource and water supply development projects listed in the RWSP. The Work Plan must also cover at least a 10-year planning period and identify alternative and traditional water supply development as well as conservation and reuse projects needed to meet the community's projected future demands.

Statutory Requirements

There are multiple statutory provisions each local government must consider when updating its Work Plan, as summarized below:

1. Coordinate appropriate aspects of the Comprehensive Plan with the applicable RWSP [Section 163.3177(4)(a), F.S.].

2. Ensure the Future Land Use Plan is based on availability of adequate water supplies and public facilities and services [Section 163.3177(6)(a), F.S.]. Data and analyses demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Plan and Plan amendments submitted for review.

3. In consultation with the water supplier, ensure adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent [Section 163.3180(2), F.S.].

4. For local governments subject to an RWSP, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge element (the "Infrastructure ~~e~~Element") through a Comprehensive Plan amendment to:

a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the applicable RWSP, or alternative project(s) proposed by the local government under Section 373.709(8)(b), F.S. [Section 163.3177(6)(c), F.S.];

b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the applicable RWSP [Section 163.3177(6)(c)3., F.S.]; and

c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [Sections 163.3177(6)(c)3. and (5), F.S.].

5. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the 5-year period [Section 163.3177(3)(a)4., F.S.].

6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation ~~e~~Element to assess projected water needs and sources for at least a 10-year planning period, considering the applicable RWSP and water use permit(s) [Section 163.3177(6)(d), F.S.]. The comprehensive plan must address the water supply sources necessary to meet the existing and projected water use demand for the established planning period, considering the applicable RWSP [Section 163.3167(9), F.S.].

7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination element to ensure consistency between the Comprehensive Plan and the applicable RWSP [Section 163.3177(6)(h)1., F.S.].

8. Local governments are required to comprehensively evaluate and update the Comprehensive Plan to reflect changes in local conditions every seven (7) years. The evaluation could address

the local government's need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [Section 163.3191(3), F.S.].

9. Local governments may be exempt from updating their Work Plan if they meet certain criteria. A local government that does not own, operate, or maintain its own water supply facilities and is served by a public water supply entity with a permitted allocation of 300 million gallons per day or greater is not required to amend its Comprehensive Plan when an RWSP is updated if the local government uses less than 1 percent of the public water supply entity's total permitted allocation. However, the local government must cooperate with the public water supply entity that provides service within its jurisdiction and must keep the Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge ~~e~~Element up to date, pursuant to Section 163.3191, F.S. A local government should contact the Florida Department of Economic Opportunity (DEO) to verify its qualifications for the exemption [Section 163.3177(6)(c)4., F.S.].

10. Local governments with a Sector Plan adopted in accordance with Section 163.3245, F.S., should incorporate information from the adopted Sector Plan, Master Plan, and Detailed Specific Area Plan into the Work Plan. The focus should be on water needs, water supply and resource development, conservation measures, and intergovernmental coordination activities with the SFWMD and water supply development projects needed to address projected development in the Sector Plan area [Section 163.3245, F.S.].

2. BACKGROUND INFORMATION

Overview

The City of Wilton Manors is located in the central east side of Broward County and is generally bounded by the North and South forks of the Middle River and the C-13 Canal. The surrounding municipality is primarily the City of Fort Lauderdale except for on the north side which is the City of Oakland Park. In the southwest portion of the City is a small area that is carved out for the independent municipality of the Village of Lazy Lake. The City's total land area is just less than two (2) square miles.

An analysis of existing land use indicates that residential uses make up approximately 55.5% and commercial uses make up 8.31% of the total land area. Institutional and government use account for 4.26% and 3.05% of the total City acreage. The City is 99% developed with only ~~7.22~~0.52 acres vacant in ~~2018~~2025. Existing land uses are listed in Table 1-1.

Table 1-1

Existing Land Use

EXISTING Land Use	Acres	Percentage of Total Acres
Commercial	104.31	8.31%
Government	38.31	3.05%
Industrial	11.16	0.89%
Institutional	53.41	4.26%
Railroad Right of Way	8.23	0.66%
Residential	~~690.03~~ 696.45	~~54.99%~~ 55.5%
Road Right of Way	233.98	18.65%
Vacant	~~7.22~~ 0.52	~~0.58%~~ 0.0004%
Water/Shoreline	108.22	8.62%
TOTAL ACREAGE	1254.87	100.00%

Source: Broward County GIS Services; Calvin, Giordano & Associates, 2018; and City of Wilton Manors Community Development Services Department; Broward County Property Appraiser Website, bcpa.net.

Figure 1.1 Existing Land Use Map

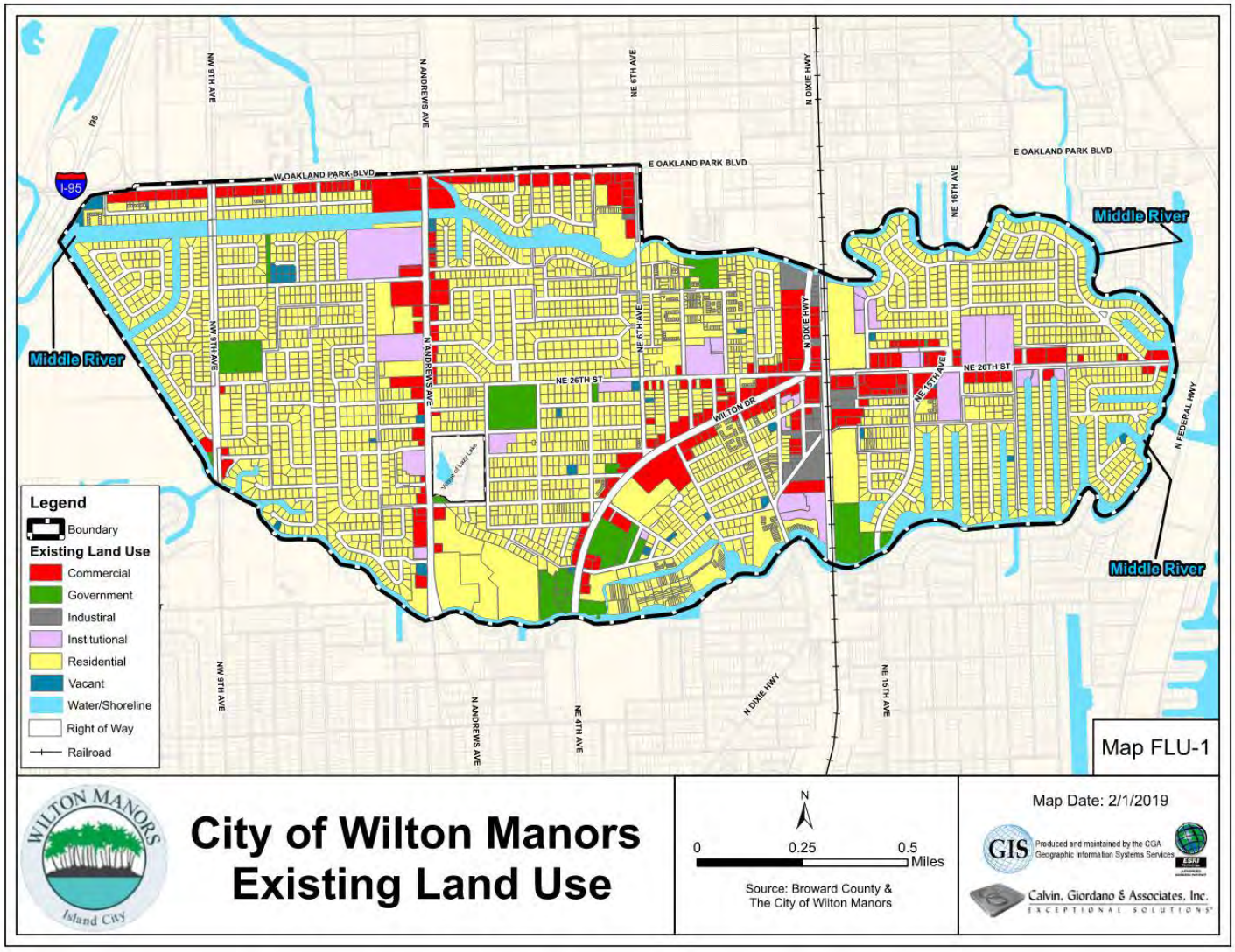
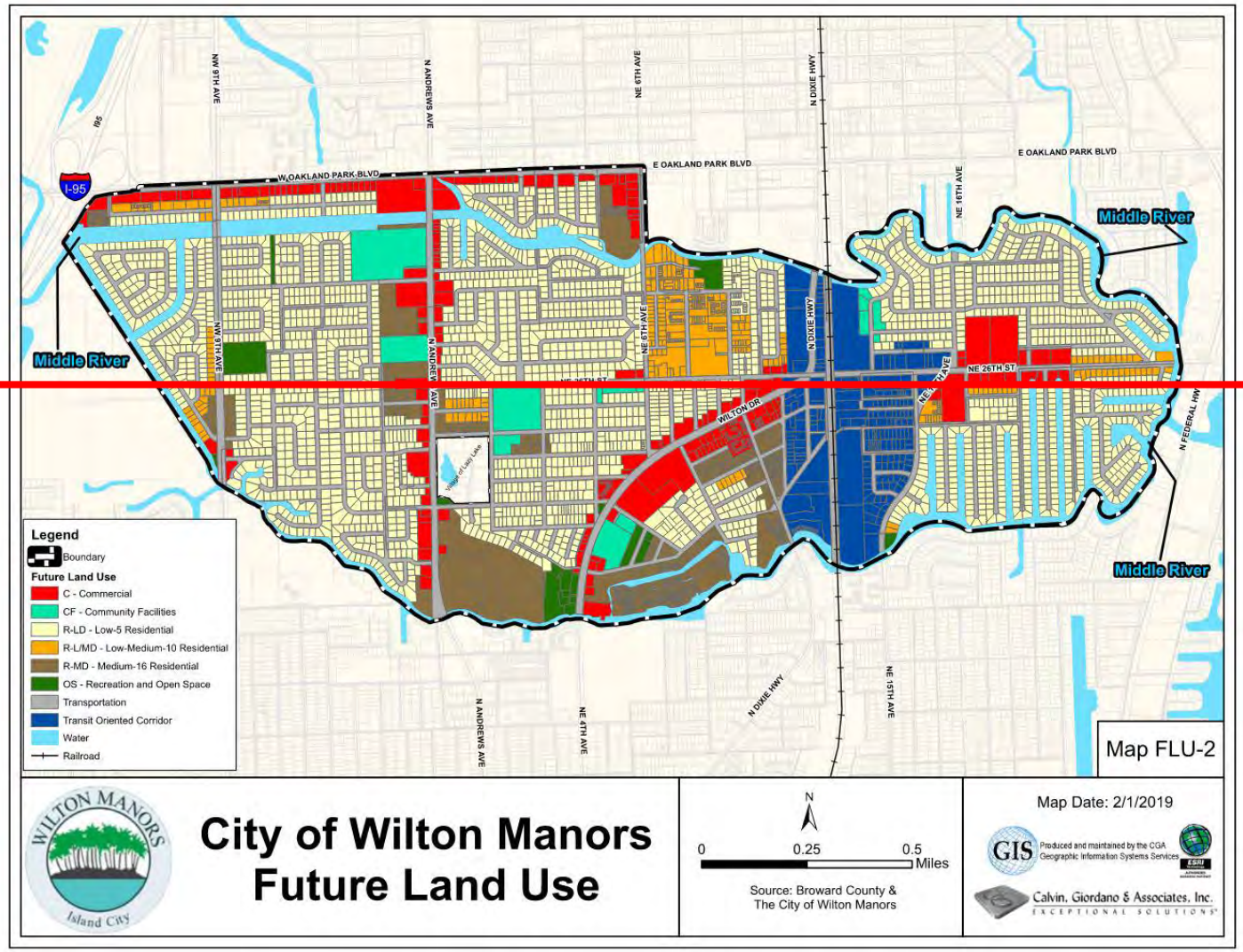
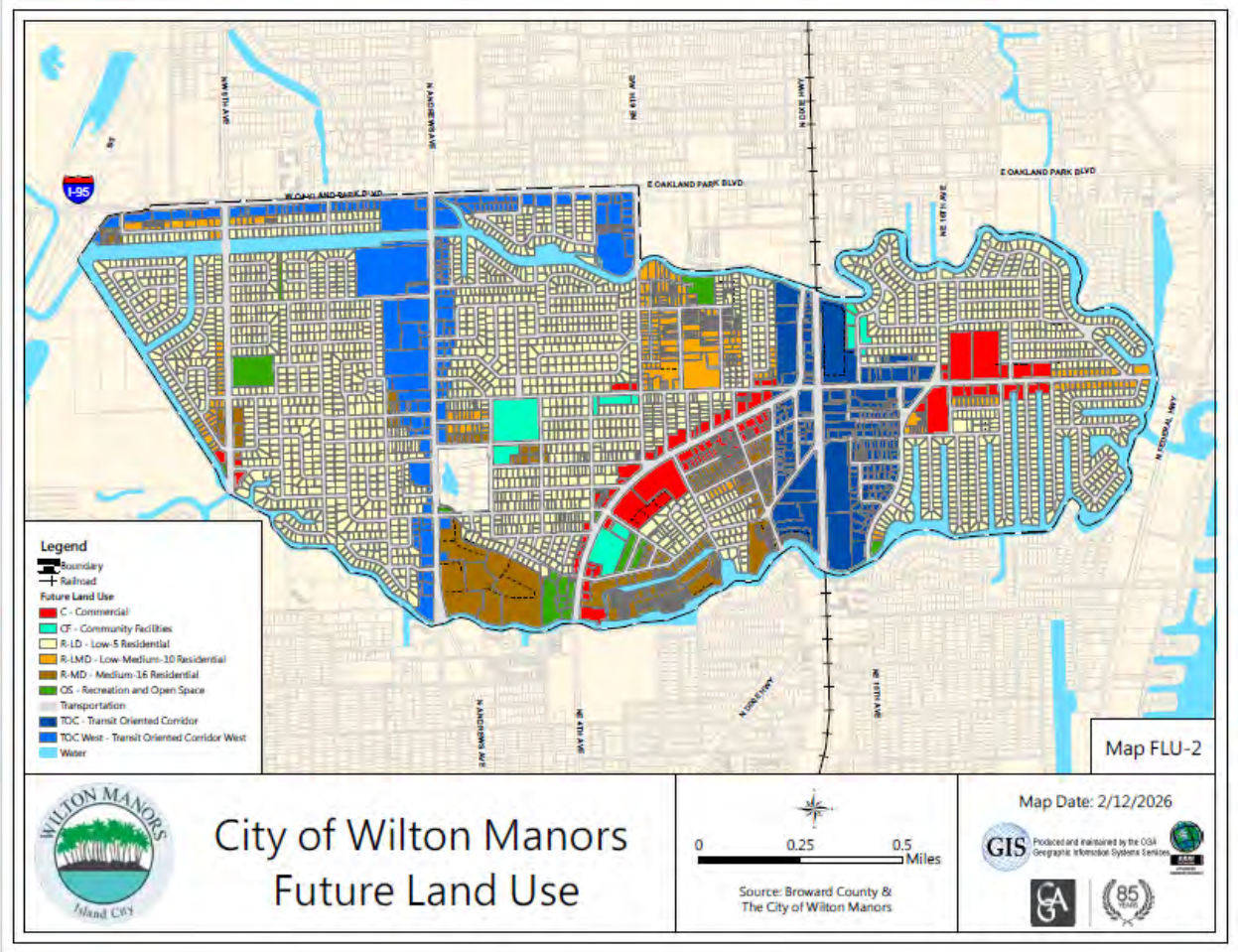


Figure 1.2 Future Land Use Map





Relevant Regional Issues

As the state agency responsible for water supply planning within the Lower East Coast (LEC) region, the South Florida Water Management District (SFWMD) plays a pivotal role in ensuring an adequate supply of water to protect, enhance and restore natural systems; meet population demands, and address all other existing and projected needs for water supply. Detailed information on the regional issues can be found in Chapter ~~7, Water Supply Source Options~~ 6, Water Resource Analysis, of the ~~*2018*~~*2023-2024* *Lower East Coast Water Supply Plan Update*. Briefly, the regional water supply issues are as follows:

~~1. Fresh surface water and groundwater are limited; further withdrawals could have impacts on the regional system, wetlands, existing legal uses, and saltwater intrusion. As a result, additional alternative water supplies need to be developed.~~

~~2. Surface water allocations from Lake Okeechobee and the Water Conservation Areas are limited in accordance with the Lake Okeechobee Service Area RAA criteria.~~

~~3. Construction of additional storage systems (e.g., reservoirs, aquifer storage and recovery systems) to capture wet season flow volumes will be necessary to increase~~

~~water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee.~~

~~4. Expanded use of reclaimed water is necessary to meet future water supply demands and the Ocean Outfall Law.~~

~~5. Expanded use of brackish groundwater from the Floridan aquifer system requires careful planning and wellfield management to prevent undesirable changes in water quality.~~

1. Increased withdrawals from the Surficial Aquifer System (SAS) are limited by the Biscayne aquifer minimum flow and minimum water level (MFL), LEC Regional Water Availability criteria, potential impacts on the regional system, wetlands, pollution, and existing legal users as well as the potential for saltwater intrusion or upcoming of relict seawater in the western portions of the planning area.

2. Available water supplies for allocation in eastern Hendry County from the Lower Tamiami aquifer are constrained by the presence of isolated wetlands and the Lower West Coast Aquifers MFL, which is discussed in detail in the 2022 Lower West Coast Water Supply Plan Update (SFWMD 2022a).

3. Specific surface water volumes in eastern Hendry County are identified for the Seminole Tribe of Florida Big Cypress Reservation in addition to a secondary irrigation supply from Lake Okeechobee.

4. Withdrawals from the Florida Aquifer System (FAS) are expected to increase to meet future demands. Continued monitoring of water levels and water quality in the FAS is necessary to ensure long-term sustainability of the resource.

5. The C-51 Reservoir Phase 1 is envisioned to deliver 35 mgd of stored surface water to several PS utility wellfields to offset increased SAS withdrawals in Broward and Miami-Dade counties.

6. Climate change and sea level rise are increasingly likely to negatively affect the availability of freshwater resources in the LEC Planning Area.

7. The new Lake Okeechobee System Operating Manual, associated with completion of the Herbert Hoover Dike repairs, will have effects on water supply and the Lake Okeechobee minimum water level (MFL).

8. Recent developments by the United States Environmental Protection Agency on the regulatory criteria for polyfluoroalkyl substances or PFAS could require changes in the level of treatment required and may result in increased demands.

The City of Wilton Manors 20-Year Water Supply Facilities Work Plan aids in addressing regional challenges by providing data and analysis to SFWMD as needed, and by collaborating with the

City of Fort Lauderdale, the City~~'s~~ of Wilton Manors ("The City") water supplier, and other local municipalities to strengthen the water supply planning process of the overall area. The City fully supports regulatory changes, water conservation programs and alternative water supply projects under the direction of SFWMD and City of Fort Lauderdale, inclusive of actions which help to address climate change such as saltwater intrusion monitoring, groundwater modeling and infrastructure assessment. In 2020, ~~T~~the City ~~recently~~ completed a ~~U~~utility ~~M~~master ~~P~~plan, the Water, Wastewater and Stormwater Integrated Master Plan Final 100% Report (Utility Master Plan) to aid the City in these endeavors.

Specifically, the Work Plan addresses regional water supply issue #1 in the *Alternative Water Supply* section of this document as well as in Infrastructure Element Objective 4.5 and associated polices and Intergovernmental Coordination Element Objective 10 and associated policies. ~~Regional water supply issue #4 is addressed in the *Water Conservation* and the *Reuse* sections of this document and in Infrastructure Element Objectives 4.5 and 4.6 and associated policies as well as in Conservation Element Objective 2. Regional water supply issue #5 is addressed in Conservation Element Objective 2 and associated policies.~~ Regional supply issue #4 is addressed in the Conservation element Objective 2 and associated policies. Regional water supply issues #5, #6, and #7 are addressed in the Water Supply Provider and Water Use Permit section and the Alternative Water Supply section of this document. Regional supply issue #8 is addressed in Fort Lauderdale Water Treatment Plants (WTPs) section of this document that discusses construction of the Prospect Lake Clean Water Center. Regional water supply issues #2 and #3 do not apply to the City of Wilton Manors.

The City's water supplier, the City of Fort Lauderdale, has also identified regional water supply planning issues that directly impact the City of Fort Lauderdale and its water supply service area. The City of Fort Lauderdale's *Water Supply Facilities Work Plan ~~2020~~ 2025 Update* (adopted ~~June 16, 2020~~ February 17, 2026) (see Appendix B) includes a detailed discussion on each of the issues listed below.

City of Fort Lauderdale identified regional water supply planning issues include:

~~1. Climate Change~~

~~2. Regional Water Availability Rule~~

~~3. Participation in the C-51 Reservoir Project~~

~~4. Regional Climate Action Plan~~

~~5. Lake Okeechobee Surface Water Allocation Limitations~~

~~6. Lowering Lake Okeechobee Level~~

~~7. Infrastructure Planned to Attenuate Damaging Peak Flow Events from Lake Okeechobee~~

~~8. Expanded Use of Reclaimed Water to Meet Future Water Supply Demands~~

~~9. Wellfield Management to Prevent Undesirable Changes in Floridan Aquifer Water Quality~~

1. Climate Change
2. Sea Level Rise
3. ILA for Cost Sharing for Salinity Distribution Evaluation Agreement
4. Saltwater Intrusion
5. Regional Water Availability Rule
6. C-51 Reservoir, Phase I Project
7. Regional Climate Action Plan
8. Central and South Florida Flood Resiliency Study
9. Lake Okeechobee Surface Water Allocation Limitations
10. Lowering Lake Okeechobee Level
11. Infrastructure Planned to Attenuate Damaging Peak Flow Events from Lake Okeechobee
12. Expanded Use of Reclaimed Water to Meet Future Water Supply Demands
13. East Coast Floridan Aquifer System Groundwater Model
14. Conclusions of the East Coast Floridan Aquifer System Groundwater Model May Not Represent the Actual Risk of Future Water Quality Degradation
15. Other Potential Floridan Aquifer Risk Factors
16. Wellfield Management to Prevent Undesirable Changes in Floridan Aquifer Water Quality

Similar to the City of Wilton Manors coordination on regional issues identified by the SFWMD, the City also aids in addressing the regional water supply planning issues that have been identified by the City of Fort Lauderdale's *Water Supply Facilities Work Plan ~~2020~~2025 Update.*

3. DATA AND ANALYSIS

Water Supply Provider and Water Use Permit

Residents and businesses of the City of Wilton Manors purchase their potable water from the City. The City has a Bulk Service Agreement with the City of Fort Lauderdale to supply the potable water to the City. The Bulk Service Agreement was approved on September 7, 2005 under Resolution 05-154 and will expire on September 6, 2030. Therefore, Fort Lauderdale through the Bulk Service Agreement will supply enough capacity for the existing and future customers of the City through the short-term horizon of this Work Plan (10 Years).

The City of Fort Lauderdale obtains all of its raw water supply for the surficial Biscayne Aquifer system via two active wellfields and both wellfields are permitted by the South Florida Water Management District under Water Use Permit (WUP) No. 06-00123-W. The WUP allows withdrawal from both the Biscayne and Floridan aquifers. Additionally, the City of Fort Lauderdale purchased a 3.0 mgd offset from Palm Beach Aggregates LLC for C-51 Reservoir Phase I. Currently it only uses the Biscayne aquifer allocation and does not consume water from the Floridan aquifer or the C-51 Reservoir Phase I. Additional information regarding the City of Fort Lauderdale's Water Use Permit and Water Supply Facilities is provided below ~~(Also see Appendix B)~~.

Fort Lauderdale Water Supply Area and Facilities

The City of Fort Lauderdale is the single largest purveyor of potable water in Broward County. The utility's service area encompasses a total area of 43 square miles, approximately one-tenth the total area of urban Broward County. Retail customers include residential, commercial, and industrial properties within the City of Fort Lauderdale, Village of Lazy Lake, and a portion of the Town of Lauderdale-by-the-Sea and several areas of unincorporated Broward County. The utility also maintains wholesale agreements for potable water supply with Broward County Water and Wastewater Services~~;~~, Cities of Oakland Park, Wilton Manors, ~~and~~ Tamarac~~;~~, Town of Davie~~;~~ and Port Everglades.

Fort Lauderdale Water Use Permit

The City of Fort Lauderdale obtains all its raw water supply from the surficial Biscayne Aquifer system via two (2) active wellfields. These wellfields, which are commonly known as the Dixie Wellfield and the Prospect Wellfield, operate independently of each other, the former serving the Peele-Dixie Water Treatment Plant (WTP) and the latter serving the Fiveash Water Treatment Plant (WTP). Both wellfields are permitted by the South Florida Water Management District under Water Use Permit (WUP) No. 06-00123-W. The permit was issued ~~September 11, 2008~~ January 12, 2021 with an expiration date of ~~September 11, 2028~~December 27, 2065. The WUP has an annual withdrawal limitation from the Biscayne Aquifer of ~~19,181~~20,276 million gallons per year or ~~52.55~~1,824.84 million gallons per ~~day~~month. The WUP also has an annual withdrawal limitation from the Floridan Aquifer of 4,111.8 million gallons per year or 370.1 million gallons per month and an annual withdrawal limitation from the C-51 Reservoir Phase I of 1,095 million gallons per

year or 98.65 million gallons per month. The City of Fort Lauderdale currently only uses its Biscayne aquifer allocation and does not consume water from the Floridan aquifer or the C-51 Reservoir Phase 1.

Fort Lauderdale Water Treatment Plants (WTPs)

The City of Fort Lauderdale's water infrastructure is permitted by the Florida Department of Environmental Protection (FDEP). FDEP has assigned PWS Number 4060486 to this infrastructure, which includes three (3) Water Treatment Plants (WTPs): Fiveash Water Treatment Plant, Peele-Dixie Water Treatment Plant, and Prospect Lake Clean Water Center (PLCWC)

Fiveash Water Treatment Plant

The Fiveash WTP design capacity is permitted at 70 million gallons per day. ~~Plant staff indicated the plant capacity may be limited to 60 million gallons per day.~~ The plant uses conventional lime softening, followed by filtration. Polymer is added for turbidity removal and a polymer blend is added to assist in color removal. Disinfection is achieved by chlorination. The plant produces safe, reliable potable water which complies with current regulations. The plant is currently planned for decommissioning as a water treatment facility in late 2027 following the PLCWC entering into operation, although portions will remain in service as a storage and high service pumping facility.

Peele-Dixie Water Treatment Plant

The existing Peele-Dixie WTP is a nanofiltration treatment plant. ~~on the same site as a retired lime softening facilities.~~ The nanofiltration treatment plant was placed into service in 2008. The nanofiltration treatment plant has a maximum installed finished water treatment capacity of 12 million gallons per day with all units in service. The facility was designed to be expanded by the addition of reverse osmosis (RO) treatment facilities that would utilize the Floridan Aquifer. If the RO system is constructed, the total installed potable water production capacity at the Peele Dixie WTP site would be 18 million gallons per day.

Prospect Lake Clean Water Center

On February 14, 2023, the City of Fort Lauderdale executed an agreement with Prospect Water L.P., Prospect Lake Holdings, L.P., and IDE PLCWC, Inc. to design, build, operate, and maintain a new 50 mgd finished water capacity water treatment plant (WTP) known as the "Prospect Lake Clean Water Center" (PLCWC) located at the Prospect Wellfield. The PLCWC is designed to produce 50 mgd of finished water through a combination of nanofiltration (35 mgd) and ion exchange (15 mgd) treatment processes. Currently under construction, Fort Lauderdale estimates the PLCWC will be in service in late 2026.

The Prospect Lake Clean Water Center uses advanced treatment technologies that significantly improve the removal of PFAS (per- and polyfluoroalkyl substances) from drinking water. The plant combines nanofiltration membranes, which physically filter out very small contaminants including some PFAS, with ion exchange systems that are especially effective at capturing charged PFAS molecules from the water stream. This dual-technology approach is far more capable of reducing

PFAS levels than traditional lime-softening treatment and helps target very low PFAS concentrations in compliance with emerging standards

Once the PLCWC is constructed, the City of Fort Lauderdale will transition to the operation of the PLCWC and shutdown of the Fiveash WTP's treatment processes. It is anticipated that the transition from the Fiveash WTP to the PLCWC will begin in late 2026. The Fiveash WTP will be re-purposed as a storage and high service pumping facility.

Fort Lauderdale Wellfields

Prospect Wellfield

All the raw water supplied to the Fiveash WTP is pumped from wells around Prospect Lake which is known as the Prospect Wellfield. This wellfield has ~~29~~28 active production wells that were constructed from 1969 through 2006. The wells have pumping capacities of approximately 2,100 gallons per minute (gpm) each, which equates to a total wellfield capacity of approximately ~~87~~84 million gallons per day.

Dixie Wellfield

Raw water to the Peele-Dixie WTP is supplied from groundwater from the Dixie Wellfield. The Dixie Wellfield includes eight (8) wells. The wells and pumping equipment ~~where~~were constructed in 2008. Each well has an approximate capacity of 2.5 million gallons per day. The total capacity of all wells is approximately 20 million gallons per day. The wellfield withdrawal permit limits the maximum withdrawal to 15 million gallons per day on a maximum day basis. The Dixie Wellfield has two (2) Floridan Aquifer test wells for possible future use of the RO system expansion at Peele-Dixie WTP.

City of Wilton Manors Distribution Facilities

The City of Wilton Manors' water infrastructure is permitted by the Florida Department of Environmental Protection (FDEP). FDEP has assigned PWS Number 4061574 to this infrastructure, which includes the following:

~~The City owns and maintains the water distribution system within the City that consists of the following:~~

- 249,250 linear feet of various diameter water mains
- ~~4,032~~4,300 water meters
- 281 fire hydrants

The City receives its potable water from the City of Fort Lauderdale through the following three (3) connection points:

- *Western Connection* – 30"x 6" connection at the intersection of NW 26th Street and NW 9th Avenue

- *Central Connection* – ~~30"x8"~~24"x6" connection at the intersection of NW 29th Street and N Andrews Avenue

- *Eastern Connection* – 42"x 10" connection at the intersection of NE 26th Street and NE ~~9th~~11th Avenue

In January 2020, the City completed a Water, Wastewater and Stormwater Integrated Master Plan Final 100% Report (Utilities Master Plan). The Utilities Master Plan identified the water system goals that have been established by the City's Utilities Department to optimize the operational performance of the system and to improve reliability in the system. The program and goals include the following:

- *Rate Structure Program* – A conservation-based increase block rate structure as a means of reducing water demands.
- *Water Main Replacement Program* – The City has completed and continues to schedule city wide water main replacement projects to ensure the water distribution system meets all existing and future demands.
- *Fort Lauderdale Communication Program* – The City continues to create channels of communication with Fort Lauderdale to guarantee a cooperative relationship with its water supplier.
- *Valve Exercising Program* – The scheduling or periodic exercising of the water distribution system valves with a main objective of providing assurances that in the event of a water main break ~~that~~ the City can quickly and easily re-route water flow.

The City of Wilton Manors has no self-supplied areas within the City boundaries.

Potable Water LOS Standard

During five (5) year period of ~~2013 to 2017~~2020 to 2024, the City of Wilton Manors (including the Village of Lazy Lake) consumed an annual average of ~~1.3946~~1.368 million gallons of potable water per day (See Table 1.2). Based on a ~~2016~~2024 population estimate of ~~12,445~~11,495 as reported by ~~Shimberg FHDC~~the Broward County and Municipal Population and Forecast Model (PFAM)., this equates to ~~112~~119 gallons per capita per day (gpcpd). The City's adopted LOS standard for potable water is 130 gallons per capita per day.

The City of Fort Lauderdale Water Supply Facilities Work Plan ~~2020~~2025 Update (adopted ~~June 16, 2020~~ February 17, 2026) indicates that between ~~2014 and 2018~~2020 to 2024, ~~the City's~~ Fort Lauderdale's average rate of finished water per capita is ~~164~~155.9 gpcpd. The City of Fort Lauderdale had established a goal in 2008 of 170 gpcpd by the year 2028, therefore the system is functioning below the goal Fort Lauderdale established for 2028.

The City of Wilton Manors current water demands are below the City of Fort Lauderdale's capacity for the City.

Table 1.2

City of Wilton Manors Potable Water Demands (~~2013 to 2017~~2020 to 2024)

Year	Average Flow
~~2017~~ 2020	~~1.321~~1.313 MGD
~~2016~~ 2021	~~1.436~~1.365 MGD
~~2015~~ 2022	~~1.432~~1.358 MGD
~~2014~~ 2023	~~1.391~~1.448 MGD
~~2013~~ 2024	~~1.393~~1.356 MGD
5-Year Average	~~1.3946~~1.368 MGD

Source: Wilton Manors Emergency Management/Utilities Department, ~~September 2018~~February 2026.

The City's LOS standard for potable water represents a gross estimate of potable water demand based on a current residential to non-residential ratio. A projection of the same standard on a per capita basis is equivalent to assuming that the residential to non-residential ratio will be largely unchanged in the future. For this analysis, Wilton Manors adopted LOS standard is 130 gpcpd which reflects an on-going effort to conserve water in the City but allows for higher consumption during periods where no water restrictions may be in place.

Population and Potable Water Demand Projections

City Population Projections

~~The City's population according to the 2010 U.S. Census was 11,632. The City of Wilton Manors updated the City's Comprehensive Plan in 2019 and included population projections through 2040 supplied by the Florida Housing Data Clearinghouse (FHDC). By 2040, the City's population is expected to remain relatively stable with slight fluctuations up and down over the next 20 years (See Table 1-3). According to FHDC, between 2010 and 2040 the City is projected to see an additional 737 residents, which represents 6.3% growth from 2010. The City has no substantial growth potentials except through redevelopment of existing development.~~

The City's population according to the 2020 U.S. Census was 11,426. By 2050, the City's population is expected to increase over the next 25 years (See Table 1-3). According to the Broward County and Municipal Population Forecast and Allocation Model (2024), between 2020 and 2050 the City's population is projected to increase by 4,285 residents, which represents 27% increase from 2020. City of Fort Lauderdale's population projections for the City of Wilton Manors' slightly differ with an increase of 3,993 residents which represents 26% increase.

~~Table 1-3~~

~~Historic Population and Projections for City of Wilton Manors~~

~~from City of Wilton Manors Comprehensive Plan~~

~~Year~~	~~Population~~	~~% Change from 2010 Population~~

2010	11,632	N/A
2015	12.445	+6.9%
2020	12,556	+7.9%
2025	12,557	+7.9%
2030	12,471	+7.2%
2035	12,461	+7.1%
2040	12,369	+6.3%

Source: City of Wilton Manors Comprehensive Plan 2019 based on FHDC data

Table 1-4

Historic Population and Projections for City of Wilton Manors

from City of Fort Lauderdale Water Supply Facilities Work Plan 2020 Update

Year	Population	% Change from 2010 Population
2010	11,632	N/A
2015	11,932	+2.6%
2020	11,878	+2.1%
2025	13,132	+12.9%
2030	14,225	+22.3%
2035	14,935	+28.4%
2040	15,576	+33.9%

Source: City of Fort Lauderdale Water Supply Facilities Work Plan 2020 Update (adopted June 16,2020) based on BEBR data

Table 1-3

Historic Population and Projections for City of Wilton Manors

from City of Wilton Manors Comprehensive Plan

Year	Population	% Change from 2020 Population (in five (5) year increments)

2020	11,426	N/A (US Census 2020)
2025	11,691	+2.27%
2030	13,940	+16.13%
2035	14,794	+5.77%
2040	15,300	+3.31%
2045	15,554	+1.63%
2050	15,711	+1%

Source: Broward County and Municipal Population Forecast and Allocation Model 2024/ Bureau of Economic and Business Research

Table 1-4

Historic Population and Projections for City of Wilton Manors

from City of Fort Lauderdale Water Supply Facilities Work Plan 2025 Update

Year	Population	% Change from 2020 Population
2020	11,545	N/A
2025	11,546	+0.0%
2030	14,082	+21.9%
2035	14,852	+28.6%
2040	15,526	+34.5%
2045	15,538	+34.6%

Source: City of Fort Lauderdale Water Supply Facilities Work Plan 2025 Update, Table 3-1

Water Service Area Population Projections

Table 1-5 includes population projections for the City of Fort Lauderdale's Water Service Area that are supplied in Fort Lauderdale's WSFWP ~~2020~~2025~~Update~~ (adopted ~~June 16, 2020~~ February 17, 2026). The City of Fort Lauderdale is expecting an increase in the population of its Water Service Area of approximately ~~33.6%.~~27.9% from 2020 to 2045.

Table 1-5

Historic Population and Projections for City of Fort Lauderdale Water Service Area

~~Year~~	~~Population~~	~~% Change from 2015 Population~~
~~2015~~	~~235,840~~	~~N/A~~
~~2020~~	~~241,454~~	~~+2.3%~~
~~2025~~	~~274,470~~	~~+16.4%~~
~~2030~~	~~292,768~~	~~+24.1%~~
~~2035~~	~~304,918~~	~~+29.3%~~
~~2040~~	~~315,109~~	~~+33.6%~~

~~Source: City of Fort Lauderdale Water Supply Facilities Work Plan 2020 Update (adopted June 16, 2020) based BEBR data~~

Historic Population and Projections for City of Fort Lauderdale Water Service Area

2020-2045

Year	Population	% Change from 2020 Population
2020	239,084	N/A
2025	253,429	+6.0%
2030	271,169	+13.4%
2035	284,492	+19.0%
2040	301,362	+26.0%
2045	305,742	+27.9%

Source: City of Fort Lauderdale Water Supply Facilities Work Plan 2025 Update, Table 3-1

Potable Water Demand Projections

Table 1.6 provides the projected water demand for the City of Fort Lauderdale's Water Service Area through ~~2040~~2045. The water demand projections are based on ~~a~~ Fort Lauderdale's system wide finished water daily per capita use rate of ~~164~~155.9 gallons per capita per day (~~gpcd~~ gpcpd). The per capita use rate was determined by taking a 5-year average from ~~2014 to 2018~~2020 to 2024. It is below the regional goal established in 2008 by the City of Fort Lauderdale of 170 ~~gpcd~~ gpcpd by the year 2028. The finished water daily per capita use rate of ~~164 gpcd~~155.9 gpcpd is also above the City of Wilton Manors LOS for potable water of 130 ~~gpcd~~ gpcpd and the five-year average of 119 gpcpd from 2020-2045.

Table 1-6

Overall Water Demand Projected for City of Fort Lauderdale Water Service Area

2020-2045

Year	Population	Biscayne Aquifer Raw Water			Finished Water		
		Per Capita (gpcd)	AADF Demand (mgd)	Max Day Demand (mgd)	Per Capita (gpcd)	AADF Demand (mgd)	Max Day Demand (mgd)
2015	235,840	176	41.5	51.0	169	39.8	48.9
2020	241,454	172	41.5	51.1	164	39.6	48.7
2025	274,470	172	47.2	58.1	164	45.0	55.4
2030	292,768	172	50.4	61.9	164	48.0	59.1
2035	304,918	172	52.4	64.5	164	50.0	61.5
2040	315,109	172	54.2	66.7	164	51.7	63.6

Source: City of Fort Lauderdale Water Supply Facilities Work Plan 2020 Update (adopted June 16, 2020) based BEBR data

Year	Population	Biscayne Aquifer Raw Water		Finished Water		
		Per Capita (gpcd)	AADF Demand (mgd)	Per Capita (gpcd)	AADF Demand (mgd)	Max Day Demand (mgd)
2020	239,084	161	38.2	155.9	36.5	43.4
2025	253,429	161	40.8	155.9	39.5	47.0
2030	271,169	161	48.2	155.9	42.3	50.3
2035	284,492	161	50.5	155.9	44.3	52.8
2040	301,362	161	53.5	155.9	47.0	55.9
2045	305,742	161	54.3	155.9	47.7	56.7

Source: City of Fort Lauderdale Water Supply Facilities Work Plan 2025 Update, Figure 3-4, Tables 3-4 and 3-5.

Table 1.7 1-7 provides the projected water use for through 20402045 for the City of Wilton Manors utilizing the City of Fort Lauderdale's finished water use rate of 164155.9 gallons per capita per day, which is higher than the City's LOS of 130 gallons per capita per day (gpcd) (gpcpd) and higher than the historic average of 119 gpcpd for 2020-2024.

Table 1-7

Overall Water Demand Projected for City of Wilton Manors

Year	Population	Per Capita Consumption gpcd	AADF Projected Consumption	
			gpd	mgd
2015	11,932	169	2,016,508	2.02
2020	11,878	164	1,947,992	1.95
2025	13,132	164	2,153,648	2.15
2030	14,225	164	2,332,900	2.33
2035	14,935	164	2,449,340	2.45
2040	15,576	164	2,554,464	2.55

~~Source: City of Fort Lauderdale Water Supply Facilities Work Plan 2020 Update (adopted June 16,2020) based BEBR data~~

Year	Population	AADF Projected Consumption mgd
2020	11,545	1.70
2025	11,546	1.74
2030	14,082	2.13
2035	14,852	2.25
2040	15,526	2.36
2045	15,538	2.36

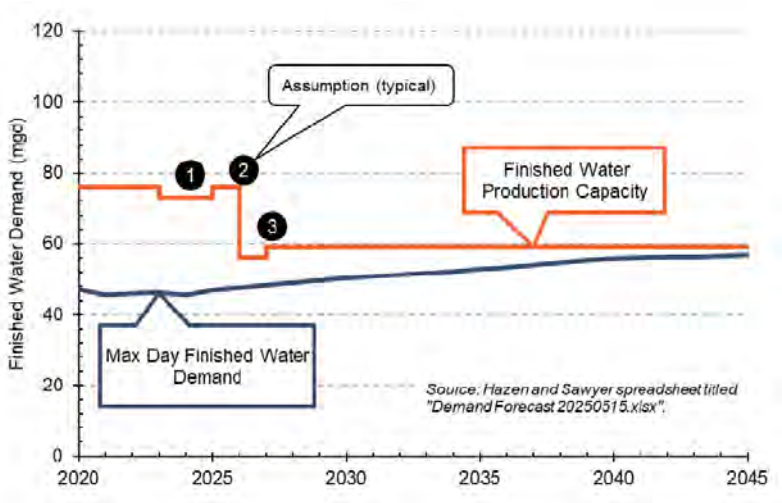
Source: City of Fort Lauderdale Water Supply Facilities Work Plan 2025 Update, Table 3-5

Finished Water Production Capacity and Raw Water Demand

The Fort Lauderdale Water Supply Facilities Work Plan 2025 Update concludes that water treatment plant finished water production is adequate to meet demand through year 2045. The following figure illustrates capacity versus demand for the 20-year period based on the following assumptions:

1. The Peele-Dixie membrane plant finished water capacity was reduced to 3 mgd in 2023 due to maintenance issues. These issues have been resolved, resulting in a capacity of 6 mgd.
2. The PLCWC is anticipated to go on-line and the Fiveash WTP treatment facilities will go offline in the Fall of 2026.
3. The Peele-Dixie Membrane Plant finished water capacity will be increased from 6.0 mgd to 9.0 mgd in 2027.

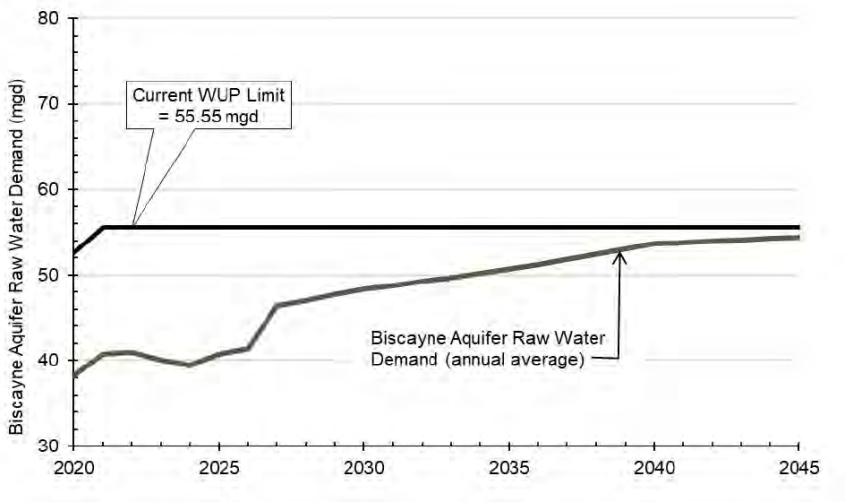
Figure 1-1



Source: City of Fort Lauderdale Water Supply Facilities Work Plan 2025 Update, Figure 3-5

The Fort Lauderdale Water Supply Facilities Work Plan 2025 Update concludes that its current water use permit limit is adequate to meet demand through the year 2045 and alternative water supply is not likely to be needed, assuming the per capita remains stable and population growth increases as forecast.

Figure 1-2



Source: City of Fort Lauderdale Water Supply Facilities Work Plan 2025 Update, Figure 3-6

Alternative Water Supply

The data supplied by the City of Fort Lauderdale within their Water Supply Facilities Work Plan ~~2020~~2025 Update (adopted ~~June 16, 2020~~ February 17, 2026) and as shown on Table 1-6 above indicate that demand is projected to ~~exceed~~ remain below the City of Fort Lauderdale's WUP annual withdrawal limitation from the Biscayne Aquifer of ~~52.55~~55.55 million gallons per day ~~around the year 2035~~ through the year 2045. The City of Fort Lauderdale's Water Supply Facilities Work Plan ~~2020~~2025 Update (adopted ~~June 16, 2020~~ February 17, 2026) reviews two (2) options for alternative water supply ~~that~~ for Fort Lauderdale and those they provide service to ~~is exploring~~ should it become necessary due to a forecasted water supply deficit.

The first option for alternative water supply is an additional allocation from the C-51 Reservoir. The City of Fort Lauderdale ~~is currently modifying the Water Use Permit to obtain 3 MGD from the reservoir~~ purchased a 3.0 mgd offset from Palm Beach Aggregates LLC for C-51 Reservoir Phase 1. The C-51 Reservoir captures ~~of~~ excess stormwater ~~is considered~~ as an alternative water supply project as defined in Section 373.707, F.S. ~~One such project, the proposed C-51 reservoir, was evaluated in 2009 by a group of seven utilities located in Broward and Palm Beach Counties (including the City of Fort Lauderdale).~~ The location of this proposed reservoir is adjacent to the SFWMD's existing L-8 Reservoir in Palm Beach County and ~~is expected to~~ shares the same impermeable geologic formation that facilitates storage.

The C-51 reservoir ~~would~~ captures stormwater in the wet season and releases it during the dry season to recharge the Biscayne Aquifer. ~~To benefit from this recharge, a utility must execute an agreement with the owner of the C-51 reservoir to pay for the capital cost and operations and maintenance costs of the reservoir and conveyance infrastructure.~~ The City of Fort Lauderdale has executed a C-51 capacity allocation agreement, paying for capital costs, operation, and maintenance costs of the reservoir and conveyance infrastructure, that allowed for the SFWMD Water Use Permit to increase the ~~Upon execution of a C-51 capacity allocation agreement, the utility's~~ Biscayne Aquifer allocation ~~could to be increased through issuance of a water use permit by the SFWMD (with allocation dependent upon groundwater modeling results). (See Attachment B for more information on this alternative water supply option).~~

The second option for alternative water supply that the City of Fort Lauderdale is exploring is RO treatment of the Floridan Aquifer System (FAS). The City reserves the right to alter this plan based on the findings of ongoing City studies and future Consumptive Use Survey and Management Plan CUSMP updates. Additionally, this plan may be altered as additional data becomes available regarding the risks presented by unexpected changes to water quality in the FAS.

In 2008, the City completed conceptual plans for implementing 6-mgd of finished water capacity RO at the Peele-Dixie WTP. Five (5) FAS wells were also conceptually planned. These plans provide the City with a roadmap to quickly implement this alternative water supply in advance of demand exceeding its traditional Biscayne Aquifer supply. It is estimated that it would require approximately five (5) years to implement FAS wells and RO treatment at the Peele-Dixie WTP. (See Attachment B for more information on this alternative water supply option).

Conservation

The City of Wilton Manors includes a Water Conservation Program within their Comprehensive Plan Infrastructure Element adopted in September 2019 which includes the following water conservation goals:

- Limitation of Lawn and Ornamental Irrigation Hours – The City's Code follows Broward County Ordinance No. 91-8 which restricts landscape irrigation to the following, as shown on the Broward County website:

  i. In general, NO watering of lawns and landscapes is allowed on Monday, Tuesday, and Fridays.
  ii. Residences and businesses with an odd-numbered street address may water lawns and landscapes on Wednesdays and/or Saturdays, only before 10:00 a.m. or after 4:00 p.m.
  iii. Residences and businesses with an even-numbered street address, no street address, or those who irrigate both even and odd addresses within the same zones, which may include multi-family units and homeowners' associations, may water lawns and landscapes on Thursdays and/or Sundays, only before 10:00 a.m. or after 4:00 p.m.
  iv. Residences and businesses that use reclaimed water for irrigation are allowed to water any day only before 10 a.m. or after 4:00 p.m. Special exceptions may also apply if using a smart irrigation controller with soil moisture sensor for more than 50% of a zone.
  v. Such restrictions can be found on the Broward County website at: (https://www.broward.org/waterresources/Pages/IrrigationRestrictions.aspx).

In addition, ~~the~~ City ~~is currently reviewing and preparing an ordinance to update the City's Code of Ordinances~~Ordinance Section 20-53 implements procedures to promote water conservation through efficient use of landscape irrigation ~~related to landscape irrigation~~ to reflect the *SFWMD Model Water Conservation Ordinance for Landscape Irrigation*. ~~Review and adoption by City Commission is expected in early 2021.~~

- Florida Friendly Landscape Principles – The City's Florida Friendly Landscape Principles are outlined in the Unified Land Development Regulations (ULDR) Section 150-070. The principles outlined in the ULDR call for the use of drought tolerant landscape species, grouping of plant material by water requirements, the use of irrigation systems that conserve the use of potable and non-potable water supplies and restrictions of the amount of lawn areas. All landscaping used in new construction must also integrate these principles. Currently the City's ULDRs require 40% of all required landscaping to be native and over 50% of the plants on the approved City plant list are native.

- Ultra-Low Volume Plumbing Fixtures – The City's Code follows Section 6 of Broward County Code which requires the City to abide by standards as outlined in the Florida Building Code. This requires all new construction to use ultra-low volume plumbing in new construction. This is monitored through the City's building permit process.

- Water Conservation Rate Structure – The City implements a conservation-based rate structure as a means of reducing demands. Water usage rates are based on tiered usage where larger users are charged increased rates.

- Leak Detection Programs – The City has an on-going program related to leak detection which has improved over the last several years with new water meters and software. To date, all meters have been replaced and the new meters have leak detection which allows for the entire water main distribution system to be monitored on a regular basis. In addition the software within the drive-by meter reading system will detect leaks on the customer side of the meter. When flagged by the meter reading system the customer is contacted to make them aware of potential leaks allowing for quick response and reduction in lost water.

- Rain Sensor Devices – The City's ULDR includes Section 150-210(A) which requires the installation of rain sensor devices on all newly installed automatic irrigation systems.

- Public Education Programs – The City maintains a public information campaign on water conservation and restrictions on irrigation using Code Compliance ~~Enforcement~~ Officers, and Police Officers. Information is provided to the public through a variety of brochures and literature and also on the City's website. The City highlights these programs on the City website at the beginning of each dry season.

- Coordination with the City of Fort Lauderdale – The City coordinates with Fort Lauderdale to include water reduction goals, actions, and funding requirements to achieve goals and milestone dates for implementation.

Reuse

The City of Wilton Manors does not own, maintain, or operate any wastewater treatment facilities. The City, through a contractual "large user" agreement with Fort Lauderdale, utilizes the George T. Lohmeyer Wastewater Facility located within the confines of Port Everglades. The City of Fort Lauderdale continues to assess water reuse opportunities to identify and access cost-effective alternative water supply opportunities. Indirect potable reuse systems have been evaluated by Fort Lauderdale, but none have emerged as economically feasible. The City of Wilton Manors is supportive of water reuse opportunities and Fort Lauderdale's efforts in this area. If reuse opportunities are presented to the City of Wilton Manors, the City will consider them.

4. INTERGOVERNMENTAL COORDINATION ACTIVITIES

Residents and businesses of the City of Wilton Manors purchase their potable water from the City of Fort Lauderdale. The City has a Bulk Service Agreement with the City of Fort Lauderdale to supply the potable water to the City. The Bulk Service Agreement was approved on September 7, 2005 under Resolution 05-154 and will expire on September 6, 2030. Therefore, coordination between the Cities of Wilton Manors and Fort Lauderdale on water related matters is crucial and has proven to be adequate. The City's Utility Department continues to monitor this needed coordination and makes adjustments and recommendations as needed. Specifically, as discussed earlier in this document, in 2020 the City ~~recently~~ completed a Water, Wastewater and Stormwater Master Plan (Utilities Master Plan). The Utilities Master Plan identified the water system goals that have been established by the City's Utilities Department to optimize the operational performance of the system and to improve reliability in the system which included the Fort Lauderdale Communication Program as a major goal.

In December 2025, the City secured funding through the Environmental Protection Agency's (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) program to fund priority capital needs in the next 10-year planning horizon. The WIFIA Program allows the City of Wilton Manors to implement essential upgrades to its water, wastewater, and stormwater infrastructure. Components of the program include the replacement of aging water mains, rehabilitation and replacement of wastewater lift stations and force mains, and improvements to stormwater drainage systems. These enhancements reduce the risk of infrastructure failures and improve system capacity and reliability, particularly during emergencies such as storm events. Within the water utility there are five (5) projects with a combined cost of $12,358,657, replacing 5.8 miles of water distribution mains (about 12.3% of all water mains in the City).

5. CAPITAL IMPROVEMENTS

Introduction

Since the City receives all potable water from the City of Fort Lauderdale ~~through~~ under a Bulk Water Service Agreement, the City of Fort Lauderdale is responsible for capital improvements ~~associated with~~ related to water withdrawals, treatment, and distribution to Wilton Manors. The City of Wilton Manors is ~~only~~ responsible solely for the operation and maintenance of ~~maintaining~~ the water distribution system within ~~the City's~~its municipal boundaries. Below is a summary of the water system projects that are proposed by both cities during the next five (5) years to adequately maintain the potable water systems.

Work Plan Projects

City of Fort Lauderdale

The City of Fort Lauderdale's Water Supply Facilities Work Plan ~~2020~~2025 Update ~~(adopted June 16, 2020)~~ February 17, 2026) includes a Water Supply, Treatment and Distribution Capital Improvements Schedule for ~~FY2020 through FY2024~~FY2025 through FY2029 (See Appendix B – Table 4-1 within the City of Fort Lauderdale's WSFWP ~~2020~~2025 Update). The projects shown within the 5-year schedule are intended to be implemented over the next five years to maintain the City's existing level of service standards. The proposed projects do not expand or diversify water supply capacity over the next five years.

City of Wilton Manors

~~The City of Wilton Manors is responsible for maintaining the water distribution system within the City's boundaries. The City's Utility Department is consistently undertaking this task. In January 2020, the City completed a Water, Wastewater and Stormwater Master Plan (Utilities Master Plan). The Utilities Master Plan identified the water system goals that have been established by the City's Utilities Department to optimize the operational performance of the system and to improve reliability in the system. The Utilities Master Plan made the following recommendations for the City's water distribution system: 1. For water quality - it is recommended to continued water system sampling program; 2. For operating pressure - it is recommended to continue the ongoing program to upsize less than 4-inch diameter pipes that feed fire hydrants; and 3. For pipe condition - it is recommended to replace aging water main pipes. Within the Utilities Master Plan, a specific list of recommended water system replacement pipe projects was identified through a 20-year period. Below is the City's 5-year CIP for water system replacement pipe projects. It is important to note that none of these projects are required for LOS needs, but are instead for maintenance and upkeep of the current system~~.

The City of Wilton Manors is responsible for the operation and maintenance of the potable water distribution system within its municipal boundaries. To support this responsibility, the City completed a comprehensive Water, Wastewater, and Stormwater Master Plan in January 2020 (Utilities Master Plan), which evaluated the existing water distribution system and identified improvements necessary to maintain an adequate level of service, regulatory compliance, and long-term system reliability. The Utilities Master Plan established water system programs and

goals focused on optimizing operational performance, renewing aging infrastructure, and enhancing coordination with the City of Fort Lauderdale as the bulk water supplier. Key recommendations for the water distribution system include continued implementation of routine water quality sampling to maintain regulatory compliance, ongoing replacement of undersized water mains, particularly those less than four (4) inches in diameter serving fire hydrants, to improve system pressure and fire protection, and systematic replacement of aging water mains to support long-term reliability. The Utilities Master Plan also identified a prioritized list of water main replacement projects over a 20-year planning horizon. The City's five-year Capital Improvement Program (CIP) includes a subset of these projects focused on system rehabilitation and maintenance. These projects are not required to address level-of-service deficiencies, but rather to ensure continued asset renewal, operational efficiency, and overall system integrity.

Table 1-8

City of Wilton Manors 5-Year Capital Improvement Projects related to the City's Potable Water Infrastructure

	~~Project Area Location~~	~~Project Type~~	~~Fiscal Year~~	~~Funding~~
~~1.~~	~~Jenada Isle: West and North of NW 10 Avenue~~	~~Water Main Replacement~~	~~FY 2020-21~~	~~$900,000~~
~~2.~~	~~South of NE 26 Street: FEC Railway to NE 17 Terrace~~	~~Water Main Replacement~~	~~FY 2021-22~~	~~$900,000~~
~~3.~~	~~North of NE 26 Street: NE 17th Terrace to Coral Gardens Drive~~	~~Water Main Replacement~~	~~FY 2022-23~~	~~$900,000~~
~~4.~~	~~North of NE 26 Street: FEC Railway to NE 17 Terrace~~	~~Water Main Replacement~~	~~FY 2023-24~~	~~TBD~~
~~5.~~	~~NW 30 Court: West of NW 9 Avenue~~	~~Water Main Replacement~~	~~FY 2024-25~~	~~TBD~~

~~Source: City of Wilton Manors Emergency Management / Utility Department, 2020.~~

	Project Area Location	Project Type	Fiscal Year	Funding
1.	NW 3rd Avenue	Water Main Replacement	FY 2026-27	$2,211,691
2.	Manor Grove & NE 21st Street	Water Main Replacement	FY 2026-27	$1,550,639
3.	NW 9th Avenue & NW 26th Street	Water Main Replacement	FY 2027-28	$ 386,550
4.	Wilton Manors South (NE 20th, 22nd and 23rd Drive, NE 7th, 9th & 11th Avenue, NE 20th St, and Kensington Place)	Water Main Replacement	FY 2028-29	$3,219,577
5.	Wilton Manors East Phase I (NE 15th and 17th Terrace, NE 13th, 14th, 15th 16th, 17th, and 18th Avenue, NE 21st, 23rd and 24th St)	Water Main Replacement	FY 2028-29	$4,990,200

Source: City of Wilton Manors Emergency Management / Utility Department, ~~2020~~2025.

6. GOALS, OBJECTIVE AND POLICIES

The City of Wilton Manors has adopted goals, objectives and policies into the Future Land Use, Potable Water, Conservation, Capital Improvements, and Intergovernmental Coordination Elements of the Comprehensive Plan that address water supply sources and facilities. The goals, objectives, and policies are included within Appendix A along with proposed amendments. The City of Wilton Manors intends to implement and monitor compliance with this 20-Year Water Supply Facilities Work Plan throughout the ~~2040~~ 2045 planning horizon.

The City will continue to ensure and coordinate with the City of Fort Lauderdale, its water supplier, and the SFWMD to provide sufficient water to the residents and businesses of the City throughout the planning period. The City will also periodically review goals, objectives, and policies related to water supply planning and consider whether or not there is a need for updates, revisions, or changes based on newly adopted statutory requirements or input for the City of Fort Lauderdale or SFWMD. In addition, through annual reporting the City will provide updates on progress made towards implementation of the Work Plan and the regional water supply plan.

7. CONCLUSION

The City of Fort Lauderdale currently supplies potable water to the City of Wilton Manors through a bulk services agreement. The City of Fort Lauderdale has evaluated the impact of implementing new alternative water sources projects to meet the projected water demands for all their existing and proposed customers, inclusive of the City of Wilton Manors. The Water Supply Work Plan demonstrates that the City of Fort Lauderdale has the capacity to provide potable water to the City of Wilton Manors and all other customers within the City of Fort Lauderdale's Water Service Area over the City's 20-year planning period. The City of Wilton Manors will continue to coordinate with City of Fort Lauderdale and the South Florida Water Management District in regional efforts to reduce water consumption, conserve potable water supplies, address climate change and sea level rise, and strengthen the water supply planning process.

Appendix A

City of Wilton Manors Comprehensive Plan Potable Water related GOPs Amendments

Future Land Use Element

***

Policy 4.8

Continue to implement, and amend as necessary, the landscape provision of the Unified Land Development Regulations to ensure, at a minimum, the standards:

a. promote the maximization of open/green space through appropriate project design,
b. maximize the use of Florida Friendly landscaping, and other water conservation techniques,
c. require the provision of adequate sight distances, and

d. require maintenance of all on-site landscaping and prompt replacement of dead or diseased vegetation. and,
e. Sustainable landscape practices.

***

Objective 5

In accordance with Florida Statutes and the Broward County Land Use Plan, all development orders and permits for future development and redevelopment activities shall be issued only if public facilities subject to concurrency are in place or under construction within three years of building permit approval. Those facilities which are subject to concurrency requirements include public education facilities, transportation, recreation and open space, drainage and flood protection, potable water, sanitary sewer and solid waste. These facilities are required to meet adopted level of service standards identified in the Capital Improvements Element of this comprehensive plan.

Policy 5.1

The City shall continue to ensure its established review and approval process is in conformance with Florida's Community Planning Act, including Section 163.3180 Florida Statutes, as amended, and:

a. requires that facilities and services are available in accordance with the adopted Level of Service Standards; and
b. requires that facilities are available concurrent with the impacts of development, or that the development orders are conditioned upon the availability of the infrastructure necessary to serve the proposed development; and
c. requires that facilities that provide utility service to the land uses are authorized at the same time as the land uses are authorized.

Policy 5.2

Public facilities and utilities shall be subjected to an evaluation conducted under the City's direction prior to construction to:

a. maximize the efficiency of services provided;
b. minimize their cost;
c. minimize their impacts on the natural environment; and
d. consider utilizing US Green Building Council (USGBC) Leadership in Energy Efficient Design (LEED) criteria or other comparable certification program criteria.

***

Policy 5.10

The City shall review the consistency of land use plan map amendments with the City's water supply availability. The consistency finding shall address whether sufficient capacity is available or anticipated to be available to accommodate the projected population of proposed amendments.

Policy 5.11

The City shall coordinate review of land use plan map amendments with the City's potable water supplier, the City of Fort Lauderdale, to ensure that potential water usage needs are met.

***

Policy 11.6

The City shall continue to support the efforts of local utility providers to reduce energy and water consumption of residences and businesses in the City of Wilton Manors.

***

Policy 12.13

The City will continue to coordinate with the City of Fort Lauderdale and Broward County to ensure that adequate water and wastewater facilities are available for all future development.

***

Policy 14.2

The City shall continue to support public education and outreach programs addressing issues including but not limited to: energy efficiency; water conservation; solid waste reduction and recycling; urban forests; native landscaping; air quality, greenhouse gas reduction, and climate change adaptation and response planning.

Infrastructure Element

***

Potable Water

Goal 4

To ensure the availability of adequate and safe potable water supply sufficient to meet the demands of the residents and businesses within the City.

Objective 4.1

The City shall coordinate with the City of Fort Lauderdale to ensure that the adopted Level of Service Standards for potable water are maintained to meet the current and anticipated demands.

Policy 4.1.1

Consistent with the Large User Agreement and the Comprehensive Plan of the City of Fort Lauderdale, the service provider, the potable water daily average Level of Service Standards for the corresponding year shall be as follows:

130 gallons per capita per day

Objective 4.2

The City shall maintain an adequate and efficient potable water distribution system within the City.

Policy 4.2.1

The City shall coordinate monthly inspections of the water distribution system to ensure proper working order.

Policy 4.2.2

The City's Department of Emergency Management/Utilities shall prepare an annual report which provides a status assessment of the water distribution system and identifies any potential problems that may require repair or replacement along with a prioritization.

Policy 4.2.3

The City will install or require the installation of mains, laterals, and connections in accordance with standards acceptable to the City, County, and State, as well as American Water Works Association.

Policy 4.2.4

The City shall conduct monthly pressure flow checks to ensure that adequate pressures exist to provide water to fire hydrants for fire fighting purposes.

Policy 4.2.5

The City completed a utilities master plan in 2019 which reviewed the City's potable water system and identified ~~y~~ deficiencies, capacity, and prepared an improvement plan for the overall system. Resiliency review of the potable water system was ~~will~~ also ~~be~~ included as part of the master plan.

Objective 4.3

The City shall establish criteria and standards to be adopted which serve as means to conserve water and reduce per capita consumption.

Policy 4.3.1

The City shall continue to administer and enforce its various water conservation efforts and coordinate with the City of Fort Lauderdale on their water conservation goals and programs.

Policy 4.3.2

The City shall continue to implement the Development Code requirements that water saving components be used in new construction, as well as consider emerging water conservation technologies and techniques.

Objective 4.4

The City will maintain a Water Supply Facilities Work Plan for a twenty (20) year planning period addressing water supply facilities necessary to serve existing and future development within the City's water service area.

Policy 4.4.1

The Water Supply Facilities Work Plan will be consistent with the potable water level-of-service standards established in Policy 4.1.1.

Policy 4.4.2

The City will coordinate with the South Florida Water Management District (SFWMD) related to updating the City's Water Supply Facilities Work Plan within 18 months after the SFWMD updates the *Lower East Coast Regional Water Supply Plan Update.*

Policy 4.4.3

When updating the Water Supply Facilities Work Plan, the City will seek alternative sources of water in order to meet projected demand increases as necessary.

Policy 4.4.4

The Water Supply Facilities Work Plan will be used to prioritize and coordinate the expansion and upgrade of facilities used to distribute potable water to meet future needs.

Policy 4.4.5

The City will establish and maintain, at a minimum, a current five-year schedule of capital improvements for the improvement, extension and/or increase in capacity of water facilities.

Objective 4.5

The City will work with its water provider, the City of Fort Lauderdale, to identify and utilize sources of water that can be used to meet existing and future needs when maintaining and updating the Water Supply Facilities Work Plan.

Policy 4.5.1

In conjunction with the South Florida Water Management District (SFWMD), the City of Fort Lauderdale, and other local governments, the City will seek the development of efficient, cost-effective, and technically feasible water sources that will supplement future demands, without causing adverse impacts to water quality, wetlands, and aquatic systems.

Policy 4.5.2

In coordination with the water supplier, the City will maximize the use of existing potable water facilities through the implementation of management techniques that can enhance a source of supply, sustain water resources and related natural systems, and/or optimize water supply yield. These techniques may include, but are not limited to, aquifer storage recovery, reclaimed water, system interconnects, water conservation/reuse, and Alternative Water Supply (AWS) projects.

Policy 4.5.3

The City's annual water consumption will be equal to or less than that share of the amount allocated under the District issued consumptive use permit for the City's water supplier.

Policy 4.5.4

The City will participate in the implementation of the Florida Water Conservation Initiative, updates of the SFWMD's water supply assessments, and updates of the *Lower East Coast Regional Water Supply Plan* including the ~~2018~~ 2024 LECWSP approved on ~~November 8, 2018~~ September 12, 2024, to enable the City to design and implement an effective water supply plan.

Policy 4.5.5

Prior to approving a building permit for a change in use or density or its functional equivalent, the City shall consult with its water supplier, the City of Fort Lauderdale, to determine whether adequate water supplies will be available to serve the new development no later than the anticipated date of issuance of a certificate of occupancy or its functional equivalent by the City.

Objective 4.6

As part of the Water Supply Facilities Work Plan, the City shall develop a water conservation program in conjunction with its water supplier. The City has provided the following water conservation plan elements:

Policy 4.6.1

Limitation of lawn and ornamental irrigation hours. The City of Wilton Manors stipulates that all lawn and ornamental irrigation will be limited to the hours per Broward County Ordinance No. 91-8 as may be amended.

Policy 4.6.2

Use of Florida Friendly Landscape principles. The City of Wilton Manors ULDR Section 150-070 includes these principles through the use of drought tolerant landscape species, grouping of plant material by water requirements, the use of irrigation systems that conserve the use of potable and non-potable water supplies and restrictions of the amount of lawn areas. The ordinance requires Florida Friendly Landscape principals to be integrated in all landscaping for new construction.

Policy 4.6.3

Requirement of ultra-low volume plumbing in new construction. City of Wilton Manors relies upon Section 6 of the Broward County code which prohibits a City from enacting standards different from the South Florida Building Code relative to ultra-low volume plumbing standards.

Policy 4.6.4

Water conservation-based rate structure. The City of Wilton Manors shall continue to utilize the water conservation-based rate structure.

Policy 4.6.5

Leak Detection - The City of Wilton Manors has new water meters which include leak detection. In addition, the software associated with the drive-by meter reading system can detect leaks on the customer side of the meter. When flagged by the meter reading system, the customer is contacted about the potential for leaks allowing for leaks to be eliminate more quickly.

Policy 4.6.6

Rain Sensor Device Ordinance - The City of Wilton Manors ULDR Section 150-210(A), which contains provisions for the requirement of rain sensors on new irrigation systems.

Policy 4.6.7

Water Conservation Education Program. The City of Wilton Manors publishes a variety of brochures and literature, promoting water conservation that are available to members of the public upon request. The City also maintains an active public information campaign on water conservation and restrictions on irrigation using Code Compliance Officers, and Police Officers. In addition, the City of Wilton Manors website (http://www.wiltomanors.~~com~~gov) includes water conservation information.

Policy 4.6.8

In conjunction with the City of Fort Lauderdale, the City's water provider, the City of Wilton Manors coordinates with the City on water conservation that includes water reduction goals, actions and funding requirements to achieve the goals and milestone dates for implementation of actions.

Policy 4.6.9

Water demand reduction. The City of Wilton Manors continues to implement water demand reduction programs

Goal 5

To implement and promote infrastructure sustainable practices city-wide and increase resiliency from potential impacts from climate change and sea level rise.

Objective 5.1

Promote and implement sustainable and environmentally efficient practices and technologies to conserve energy, water and other non-renewable and natural resources. Increase resiliency to the impacts of climate change through the review and implementation of mitigative infrastructure projects and policies.

Policy 5.1.1

In conjunction with other elements of this Comprehensive Plan, the City shall continue to utilize and implement the Green Building Program within the City Code.

Policy 5.1.2

The City shall continue to incorporate sustainable practices, as well as periodically evaluate new technologies and practices, into its daily operations regarding wastewater, solid waste, water and drainage and natural groundwater aquifer recharge.

Policy 5.1.3

The City shall encourage and/or require as appropriate, residents and business owners to incorporate sustainable practices into daily operations, including but not limited to:

a. Recycling;

b. Reducing consumption of natural resources; and

c. Using water and energy conservation practices and fixtures.

***

Policy 5.1.5

The City shall conduct an assessment to identify public investments and infrastructure at risk from sea level rise and other climate change related impacts. Specifically, the City shall analyze vulnerability to facilities and services, including but not limited to: buildings; water and wastewater infrastructure, transmission lines and pumping stations; stormwater systems; roads, bridges, and all transportation and transit infrastructure; power generation facilities and power transmission infrastructure; critical infrastructure such as City Hall, police and fire stations.

Policy 5.1.6

The City shall coordinate with Broward County in improving the resiliency of existing water resources and water and wastewater infrastructure to climate change impacts, while improving energy efficiency and reducing greenhouse gas emissions.

***

Objective 5.2

Conserve and protect potable water resources by optimizing the utilization of water resources through effective water management practices.

Policy 5.2.1

The City shall maintain and improve land development code and other regulations that include: 1) water conservation-based irrigation requirements; 2) water conservation-based plant species requirements derived from the South Florida Water Management District's list of native species and other appropriate sources; 3) lawn watering restrictions; 4) mandatory use of high-efficiency water saving devices for substantial rehabilitation and new construction; and 5) other water conservation measures, as feasible.

Policy 5.2.2

The City shall promote education programs for residential, commercial and other uses which will discourage waste and conserve potable water.

Objective 5.3

Ensure resiliency of existing and future water resources, and water, wastewater and storm water transmission, disposal and treatment systems and infrastructure to the impacts of climate change and consider the development of adaptation for areas vulnerable to climate change-related impacts.

Policy 5.3.1

Coordinate with Broward County and SFWMD to assess the adequacy of water supply and water/wastewater facilities and infrastructure to effectively capture, store, treat, and distribute potable water and reuse under variable climate conditions, including changes in rainfall patterns, sea level rise, and flooding, with potential water quality and quantity impacts.

Policy 5.3.2

Coordinate adaptive management implementation strategies for water and wastewater resources that address the potential impacts of climate change for long term operations.

Policy 5.3.3

Evaluate cost/benefit analysis for implementing adaptive management strategies including; planning, siting, construction, replacement and maintenance of public infrastructure as well as fortification or retrofitting of existing infrastructure.

Policy 5.3.4

Work with the City's water supplier to develop water demand projection scenarios that account for potential changes in demands if temperatures increase and drought conditions become more frequent or persistent.

Conservation Element

***

Objective 2

Secure provision of potable water in sufficient quantity and quality to meet present and projected needs, commensurate with sustainable demand.

Policy 2.1

The City will conserve water by enforcing Florida Friendly principles incorporated in the adopted landscape ordinance.

Policy 2.2

The City will cooperate with Broward County and the South Florida Water Management District on the implementation of water demand management policies and programs.

Policy 2.3

The City will encourage the use of high efficiency toilets, showerheads, faucets, clothes washers and dishwashers that are Energy Star rated and WaterSense certified in all new or retrofitted residential and commercial projects.

Policy 2.4

The City will cooperate with the South Florida Water Management District and other agencies, municipalities and service providers to conserve water resources in emergencies and during declared water shortages, as well as year-round conservation rules.

Policy 2.5

The City shall support the efforts of the County and neighboring municipalities in the protection of wellfield areas.

Policy 2.6

The City of Wilton Manors shall participate in the development of conservation programs contained in the Regional Water Supply Plan in conjunction with the South Florida Water Management District.

Policy 2.7

The City of Wilton Manors shall continue its efforts to publicize and encourage water conservation.

Policy 2.8

The City of Wilton Manors shall assess projected water needs and sources for the long-range planning period by creating and maintaining a Water Supply Facilities Work Plan with a minimum 10-year planning horizon. Future water supply planning shall emphasize the efficient use of water resources and where possible and financially feasible, utilize alternative water sources.

Policy 2.9

The City of Wilton Manors shall continue to implement and enforce a Water Conservation Plan which includes utilization of Florida Friendly landscaping principals, rain sensor devices and pressure controls and will be updated periodically through the City's Water Supply Facilities Work Plan.

Policy 2.10

The City of Wilton Manors shall conduct routine, ongoing maintenance on the public lands irrigation system and continuously calibrate the City's irrigation pumps, and incorporate water saving features as a component of the maintenance program.

Policy 2.11

When source water is available, the City of Wilton Manors shall support the use of reclaimed water for irrigation and other uses, with the goal of reducing demands on the Biscayne Aquifer.

Policy 2.12

The City of Wilton Manors shall participate in the development of the Regional Water Supply Plan in conjunction with the South Florida Water Management District.

Coastal Management Element

***

Policy 1.3

The Unified Land Development Regulations shall require the protection, preservation, and improvement of water quality in accordance with the South Florida Water Management District's current ~~*2018*~~ *2025* *Lower East Coast Water Supply Plan Update* recommendations and findings and as may be updated and amended.

***

Policy 6.3

Objective 6 and Policy 6.2 above shall not be implemented in such a way as to preclude the City's plans to improve drainage facilities or reconfigure streets in order to provide adequate infrastructure to serve the Future Land Use Plan development pattern, adapt to climate change, or development for which rights were vested prior to enactment of this Plan.

Policy 6.4

Consideration for the relocation, mitigation or replacement of any of the existing infrastructure in the Coastal High Hazard Area, as may be deemed appropriate by the City, shall be coordinated with the state when state funding is anticipated to be needed for implementation of the project.

***

Policy 6.7

When state funding is anticipated to be needed for the relocation, mitigation, or replacement of existing infrastructure in the Coastal High Hazard Area, the City shall consider the feasibility and benefits of pursing such actions should funding become available.

***

Policy 8.10

In response to changing conditions the City shall consider capital improvements options such as:

- Elevating roads and critical infrastructure;
- Relocating critical infrastructure;
- Stormwater and infrastructure improvements; or
- Floodproofing vital facilities.

Policy 8.11

Projected rise in sea level shall be taken into consideration in the design, maintenance and repair of all infrastructure.

***

Intergovernmental Coordination Element

***

Policy 1.1

The City shall review and comment on the plans and proposed plan amendments of adjacent municipalities, Broward County, the Broward County School Board, the Florida Department of Transportation (FDOT), the Broward County Metropolitan Planning Organization (MPO), the SFWMD and the SFRPC, as they are prepared and before they are adopted.

***

Policy 1.4

The City of Wilton Manors will notify adjacent cities, Broward County, the Broward County School Board, the SFWMD, the SFRPC and other appropriate agencies regarding proposed land use plan changes or other proposed amendments to the Wilton Manors Comprehensive Plan.

***

Policy 2.8

The City will coordinate the Comprehensive Plan with the SFWMD's Lower East Coast regional water supply plan to ensure adequate water supplies exist for the City's existing and projected population.

***

Policy 4.3

Continue to contract with the City of Fort Lauderdale and Broward County through interlocal agreements for the provision of various services, including but not limited to the following:

a. Potable Water
b. Wastewater disposal
c. National Pollutant Discharge Elimination System Compliance (NPDES)
d. Dredging of the North and South Forks of the Middle River
e. Solid waste disposal

***

Policy 5.3

Requests for approval of development orders or permits shall be coordinated for review, as appropriate, with Oakland Park, Fort Lauderdale (the City's water supplier), Village of Lazy Lake, Broward County, special districts, the SFRPC, the SFWMD, the Broward County School Board, and state and federal agencies through review procedures established in the land development codes.

***

Policy 7.1

The City shall continue to provide service demand projections and otherwise coordinate with the City of Fort Lauderdale regarding their provision of water and sewer service in order to maintain the established Level of Service Standards and capacities of these facilities.

***

Policy 7.5

Whenever the governmental entity responsible for providing service to the City of Wilton Manors modifies the water, sewer, arterial roadway, public transit, solid waste or drainage Level of Service Standards that apply to the City, the City shall amend the affected level of service standard in the City's adopted Comprehensive Plan and Unified Land Development Regulation, as appropriate and applicable.

***

Objective 10

The City will maintain a Water Supply Plan for a twenty (20) year planning period addressing water supply facilities necessary to serve existing and future development within the City's water service area, in coordination with the City's water provider, the City of Fort Lauderdale.

Policy 10.1

The Water Supply Plan will be consistent with the potable water level-of-service standards established in the Infrastructure Element.

Policy 10.2

The City will coordinate with the South Florida Water Management District (SFWMD) related to updating the City's Water Supply Facilities Work Plan within 18 months after the SFWMD updates the *Lower East Coast Regional Water Supply Plan Update.*

Policy 10.3

When updating the Water Supply Plan, the City will seek alternative sources of water in order to meet projected demand increases as necessary.

Policy 10.4

The Water Supply Plan will be used to prioritize and coordinate the expansion and upgrade of facilities used to withdraw, treat, store and distribute potable water to meet future needs.

Policy 10.5

The City will establish and maintain, at a minimum, a current five-year schedule of capital improvements for the improvement, extension and/or increase in capacity of waste facilities.

Policy 10.6

The City adopts by reference the City of Fort Lauderdale Water Supply Facilities Work Plan ~~2020~~ 2025 Update (adopted ~~June 16, 2020~~ February 17, 2026) which has a planning period of not less than 10 years. The Work Plan addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the water service area which include the entire City of Wilton Manors.

Policy 10.7

The City adopts by reference the City's 20-Year Water Supply Facilities Work Plan ~~2020~~ 2025 Update into the City's Comprehensive Plan. The Work Plan addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the City's boundaries.

Objective 11

Facilitate intergovernmental coordination to provide for the implementation of planning and policies affecting the City's water supply.

Policy 11.1

Use partnerships with the City of Fort Lauderdale and the South Florida Water Management District (SFWMD) to acquire funding, solve problems and address issues related to water supply infrastructure, availability, and conservation.

Policy: 11.2

Monitor water demand needs and land use planning in the City of Fort Lauderdale which provides water to the City.

Policy 11.3

Coordinate planning and public improvements with the City of Fort Lauderdale which provides water to the City. Such coordination may include sharing of updated information to meet ongoing water supply needs, implementation of alternative water supply projects, and establishing LOS.

****

Policy 12.1

The City shall coordinate with Broward County and other appropriate agencies in the implementation of adaptive management strategies to improve the climate change resiliency of water and wastewater transmission, disposal and treatment systems and infrastructure and resources.

****

Policy 13.2

The City shall continue to communicate and collaboratively plan with other local, regional, state and federal agencies on emergency preparedness and disaster management strategies including incorporating climate change impacts into updates of local mitigation plans, water management plans, shelter placement and capacity, review of major trafficways and evacuation routes, and cost analysis of post disaster redevelopment strategies.

***

Capital Improvements Element

****

Policy 2.1

The City shall continue to utilize the evaluation process established in the Unified Land Development Regulations to ascertain that the impacts to the public facilities are within the adopted Level of Service Standards prior to approving any zoning or land use change which may result in increased impacts upon the facilities.

****

Policy 2.3

The City hereby adopts by reference the City of Fort Lauderdale 2025 Water Supply Facilities Work Plan ~~(adopted on June 16, 2020)~~ and capital improvement projects contained in the 2020 Water, Wastewater, and Stormwater Integrated Master Plan therein as prepared and adopted by the City.

***

Policy 3.1

The City shall continue to review for Level of Service Compliance for any development requiring site plan approval or redevelopment which is not vested, as set forth in the Unified Land Development Regulations.

Policy 3.2

Continue to review as necessary, the City shall evaluate the procedures and criteria in the Unified Land Development Regulations for determining available capacity of the infrastructure including park land and revise them as needed to make them consistent with the adopted Comprehensive Plan.

Policy 3.3

The City shall use the concurrency management system established in the Unified Land Development Regulations to determine whether any increase in the demand on the infrastructure generated by the proposed development or redevelopment can be met at the time of the impact without reducing the level of service of such facilities below the adopted standards, or that any infrastructure improvements needed to maintain the adopted level of service will be in place in accordance with the following:

a. For sewer, solid waste, drainage, and potable water facilities, the facilities must be in place no later than the issuance of the certificate of occupancy.

b. For parks and recreation facilities, the facilities must be in place no later than one (1) year after the issuance of the certificate of occupancy; however, prior to issuance of the certificate of occupancy either 1) the acreage for such facilities shall be dedicated or acquired; or 2) equivalent funds shall be committed for such purpose.

c. For the regional transportation network facilities, Wilton Manors shall not accept a building permit application, nor issue a building permit, unless the applicant presents evidence from Broward County either that the impact of the proposed development on the regional transportation network has been mitigated by payment of road impact fees, transit impact fees, or transportation concurrency fees based on the appropriate provisions of the Broward County Land Development Code, or that no such payment is due.

d. For all transportation facilities, excluding improvements programmed in TCMAs, transportation facilities needed to serve new development shall be in place by final Certificate of Occupancy (CO) or alternate agreement.

***

Policy 3.7

The City of Wilton Manors establishes the following as the Level of Service Standards within the boundaries of the City:

***

Potable Water

130 gallons per capita per day

***

Policy 3.8

Within one year of certification, amend the provisions within the Unified Land Development Regulations relating to Level of Service Standards and concurrency to be consistent with the standards adopted in the Comprehensive Plan.

***

Policy 4.8

The City of Wilton Manors shall schedule and fund the capital improvements listed in the Schedule of Capital Improvements (SCI) in the City's Capital Improvement Program and update the Capital Improvement Element annually to ensure that the capital improvements will maintain or exceed adopted LOS standards.

Policy 4.9:

The City of Wilton Manors hereby adopts the annually revised SCI as provided herein, as the official SCI needed to maintain adopted level of service standards and implement the comprehensive plan.

***

OBJECTIVE 6

The City will maintain a Water Supply Plan for a twenty (20) year planning period addressing water supply facilities necessary to serve existing and future development within the City's water service area. The City will utilize the Water Supply Plan to meet projected demand increases as necessary, and as financially feasible.

Policy 6.1

When updating the Water Supply Plan, the City will seek alternative sources of water in order to meet projected demand as financially feasible and as necessary.

Policy 6.2

The Water Supply Plan will be used to prioritize and coordinate the expansion and upgrade of facilities used to withdraw, treat, store and distribute potable water to meet future needs and to incorporate those projects into the City's financially feasible five-year CIE.

Policy 6.3

The City will establish and maintain, at a minimum, a financially feasible five-year schedule of capital improvements for the improvement, extension and/or increase in capacity of water facilities.

APPENDIX B

City of Fort Lauderdale Water Supply Facilities Work Plan ~~2020~~ 2025 Update (adopted ~~June 16, 2020~~ February 17, 2026).

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City of Fort Lauderdale Water Supply Facilities Work Plan 2025 Update

Final

September 29, 2025

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Exhibit 1: Water Supply Agreements

List of Acronyms

Acronym	Definition
AAD	Annual Average Day
ASR	Aquifer Storage and Recovery
BCWPA	Broward County Water Preserve Areas
BWP	Broward Water Partnership
CAA	Capacity Allocation Agreement
C&SF	Central and Southern Florida
CIP	Community Investment Plan
CUSMP	Comprehensive Utility Strategic Master Plan
FAS	Floridan Aquifer System
FDEP	Florida Department of Environmental Protection
F.S.	Florida Statutes
GPCD	Gallons per capita day
GTL	George T. Lohmeyer
HLD	High Level Disinfection

List of Acronyms

Acronym	Definition
IX	Ion Exchange
LEC	Lower East Coast
LOSOM	Lake Okeechobee System Operating Manual
MFL	Minimum Flow and Minimum Water Level
MGD	Million Gallons per Day
MGY	Million Gallons per Year
MW	Monitoring Well
NIS	NatureScape Irrigation Service
NGVD-29	National Geodetic Vertical Datum of 1929
PFAM	Population Forecast and Allocation Model
PLCWC	Prospect Lake Clean Water Center
RO	Reverse Osmosis
RWA	Regional Water Availability
SFWMD	South Florida Water Management District
TAZ	Traffic Analysis Zones
TDS	Total Dissolved Solids
UFA	Upper Floridan Aquifer
USACE	United States Army Corps of Engineers
USGS	United States Geological Survey
WRDA	Water Resources Development Act
WTP	Water Treatment Plant
WUP	Water Use Permit

Executive Summary

Introduction

This executive summary provides the key findings in the City of Fort Lauderdale Water Supply Facilities Work Plan 2025 Update. This document is an update to the City's year 2020 Water Supply Facilities Work Plan.

Background

Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt 10-Year Water Supply Facilities Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (SFWMD) approves a regional water supply plan or its update. The 2023-2024 Lower East Coast Water Supply Plan Update (2023-2024 LEC Plan Update) was adopted by the District's Governing Board on September 23, 2024. Therefore, local governments within the Lower East Coast Region are required to amend their comprehensive plans and include an updated 10-year Water Supply Facilities Work Plan and related planning elements by February 22, 2026.

The State of Florida requires that the 10-year Water Supply Facilities Work Plan 2025 Update address the development of traditional and alternative water supplies and management strategies, including conservation and reuse. The data and analyses, including population projections and water demands must span at least a 10-year planning period and be consistent with the 2023-2024 LEC Plan Update. The data presented herein are for the planning period through the year 2045.

Water Service Area

The City of Fort Lauderdale is the single largest purveyor of potable water in Broward County. The utility's service area encompasses a total area of 43 square miles, approximately one-tenth the total area of urban Broward County. The City's water service area includes customers within the following jurisdictions:

- City of Fort Lauderdale
- Broward County
- Town of Davie
- Town of Lauderdale by the Sea
- City of Lauderhill
- Village of Lazy Lake
- City of North Lauderdale
- City of Oakland Park
- Village of Sea Ranch Lakes
- City of Tamarac
- City of Wilton Manors
- Port Everglades

Figure ES-1 depicts the water service area along with key City water infrastructure.

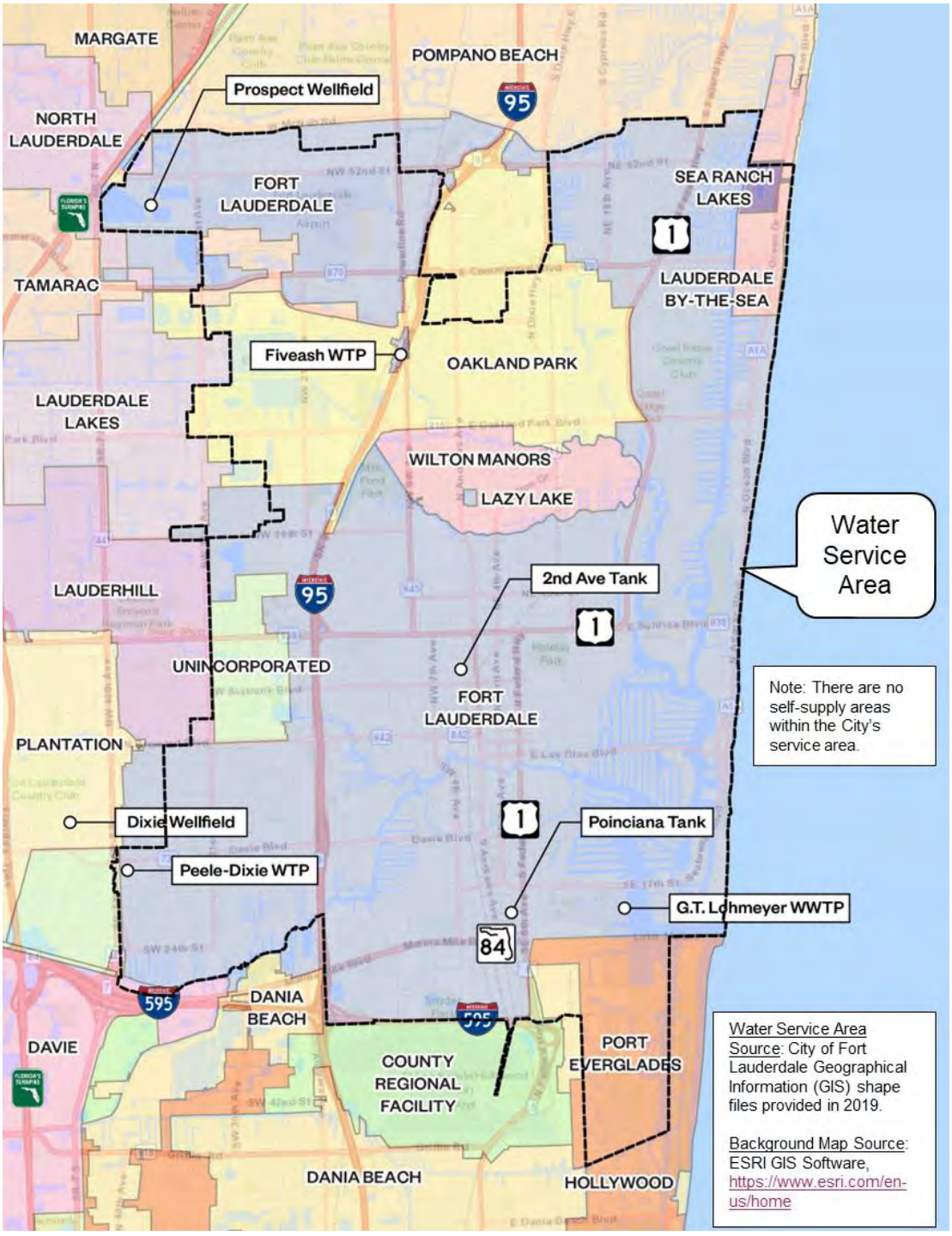


Figure ES-1: Water Service Area

Population Forecast

The source of the population forecast for the City of Fort Lauderdale water service area is from the SFWMD's Lower East Coast Water Supply Plan, 2023-2024 (SFWMD, 2024a). Figure ES-2 illustrates the population forecast.

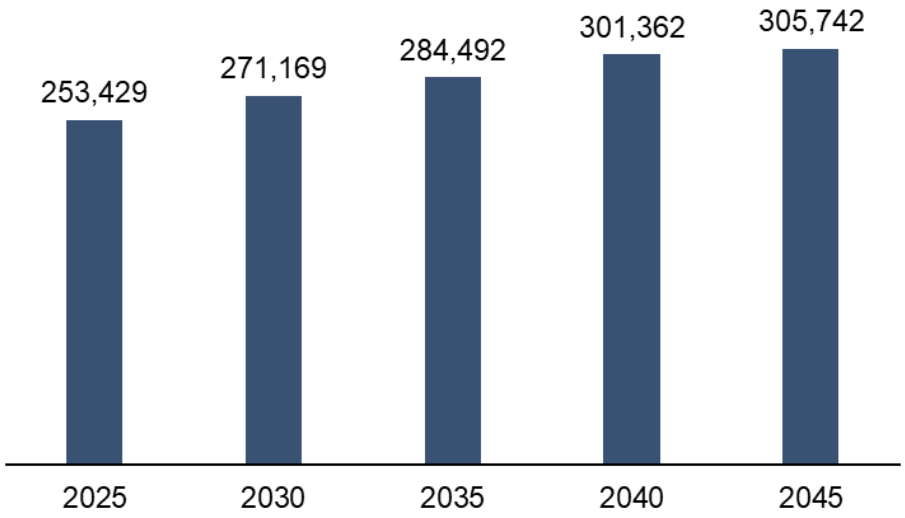


Figure ES-2: Water Service Area Population Forecast FY 2025 to FY 2045 in Five Year Increments

Water Supply

The City's traditional source of water has been the Biscayne Aquifer. The Biscayne Aquifer is a shallow, surficial aquifer that is highly porous, and transmissive. It is the traditional supply in Southeast Florida. The City's existing Fiveash and Peele-Dixie water treatment plants are designed to treat raw water from the Biscayne Aquifer. Peele-Dixie plant has space and power supply for the installation of additional infrastructure to treat water from the Floridan Aquifer System (FAS).

The City has also drilled two full-size FAS wells to collect data needed for planning purposes. Chloride and total dissolved solids (TDS) data from these wells are presented in Figure ES-3 (Hazen and Sawyer, 2008a). Based on modeling presented in the 2018 Lower East Coast Water Supply Plan Update, the TDS is estimated to increase to 8,000 mg/L by the year 2040 (SFWMD, 2018a). The Peele-Dixie Water Treatment Plant was designed with the capacity to incorporate reverse osmosis (RO) technology for treating water

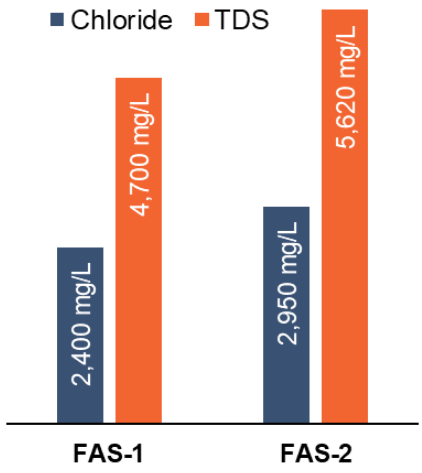


Figure ES-3: Floridan Aquifer Well Data

from the FAS. Space is available for 6-mgd of finished water capacity RO and electrical capacity to treat water with a TDS up to approximately 8,000-mg/L and chloride concentration of 4,300 mg/L (Hazen and Sawyer, 2008b).

The SFWMD issued the City's Water Use Permit (No. 06-00123-W) on January 12, 2021; the permit expires on December 27, 2065 (SFWMD, 2021). The permit limits withdrawal from the Biscayne Aquifer and the FAS as follows on Annual Average Day (AAD) basis:

- Annual Biscayne Aquifer Withdrawal Limit: 20,276 million gallons (MG); equivalent to 55.55 mgd[1]
- Annual FAS Withdrawal Limit: 4,111.8 million gallons (MG); equivalent to 11.27 mgd

Raw Water Demand Forecast

Figure ES-4 graphically illustrates the raw water demand forecast on an annual average day (AAD) basis for the City's water service area. The figure indicates that the City's water supply is sufficient to meet demand through fiscal year 2045.

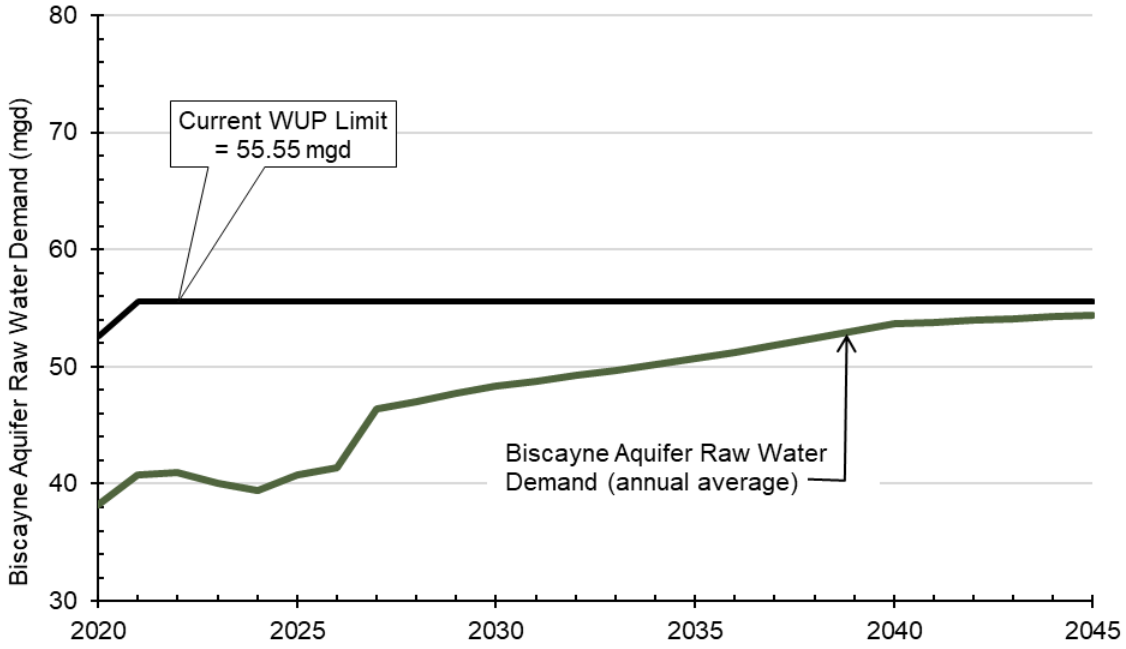


Figure ES-4: Raw Water Demand Forecast FY 2020 to FY 2045

[1] It is noted that the 55.55 mgd is composed to two parts. The first part is the base condition of 52.55 mgd. The second part is 3.0 mgd which is the allowable offset from the C-51 reservoir.

Finished Water Demand Forecast

Figure ES-5 illustrates the finished water demand forecast on an annual average day and maximum day basis for the City's water service area.

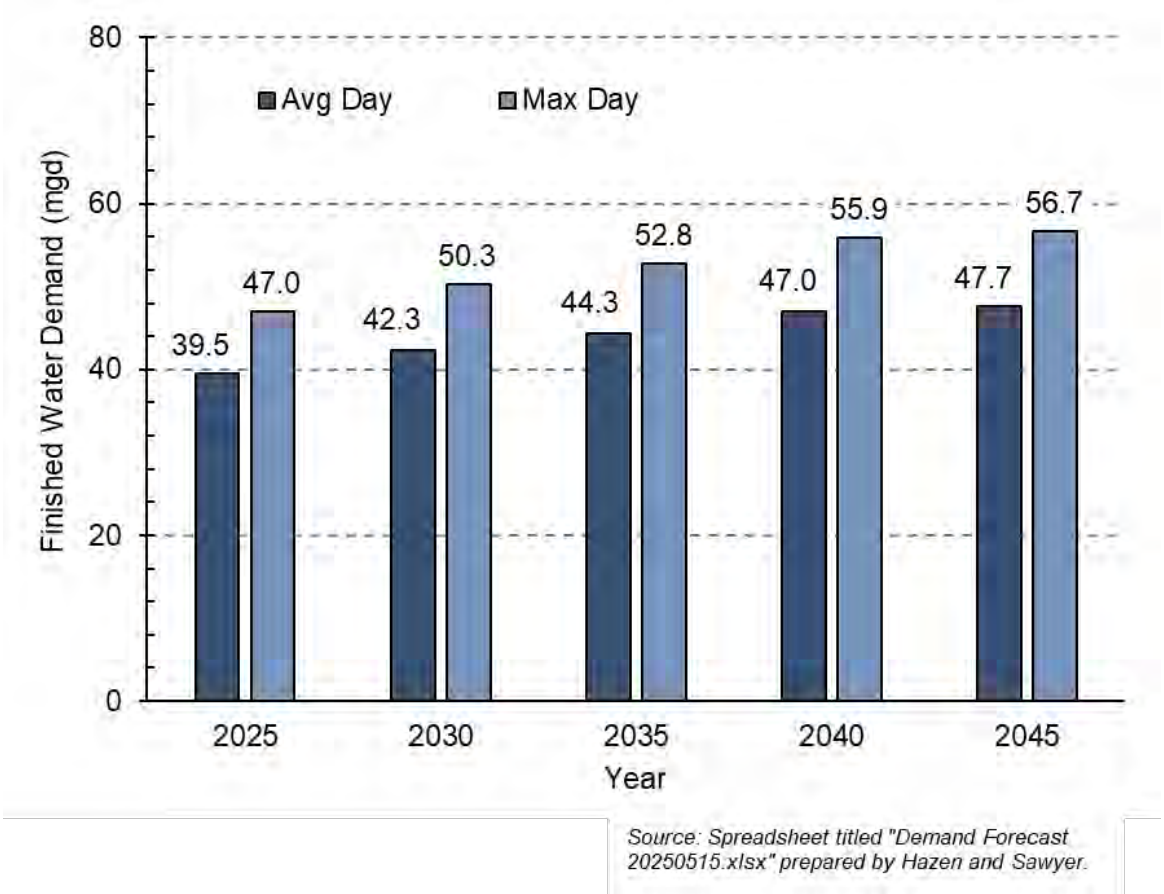


Figure ES-5: Finished Water Demand Forecast FY 2025 to FY 2045 in Five-Year Increments

Comprehensive Utility Strategic Master Plan (CUSMP) Update

The City's Comprehensive Utility Strategic Master Plan (CUSMP), completed by Reiss Engineering, Inc. in 2017, evaluates the water and wastewater systems and recommends 20-year improvements through 2035 (Reiss Engineering, 2017). An update of the CUSMP is planned for late 2027. The procurement of an engineering consultant is ongoing.

Fiveash WTP Replacement with PLCWC

On February 14, 2023, the City of Fort Lauderdale (City) executed an agreement with Prospect Lake Water, L.P. and Prospect Lake Holdings, L.P. and IDE PLCWC, Inc. to design, build, operate, and maintain a new 50 mgd finished water capacity water treatment plant (WTP) known as the "Prospect

Lake Clean Water Center" (PLCWC) located at the Prospect Wellfield. Prospect Lake Water, L.P. and Prospect Lake Holdings, L.P. and IDE PLCWC, Inc. is collectively known as "Project Company" (PC).

The PC designed the PLCWC to produce 50 mgd of finished water through a combination of nanofiltration (NF) and ion exchange (IX) treatment processes. The PLCWC has been designed with the capacity to produce 35 mgd (i.e., 70%) via NF and 15 mgd (i.e., 30%) via IX. The design provides the flexibility to operate various NF to IX ratios to achieve water quality goals and for maintenance flexibility. The forecast for raw water demand in this plan assumed a 70% NF to 30% IX ratio for PLCWC operation.

For reference purposes the raw water needed if the PLCWC is operating at full production capacity would be as follows[2]:

- 35 mgd of finished water production from NF would require 41.2 mgd of raw water
- 15 mgd of finished water production from IX would require 15.3 mgd of raw water
- Total raw water needed at full production is 56.5 mgd

The treatment process at the Fiveash WTP is at the end of their useful life. Once the PLCWC is constructed, the PC and the City will transition to the operation of the PLCWC and shutdown of the Fiveash WTP's treatment processes. It is anticipated that the transition of treatment from the Fiveash WTP to the PLCWC will begin in late 2026. The Fiveash WTP will be repurposed as a storage and high service pumping facility.

[2] These numbers will vary based on the actual NF to IX ratio the PLCWC is operated at. The above assumed 70% NF to 30% IX ratio.

Alternative Water Supply Plan

A Biscayne aquifer water supply shortfall is not predicted over the next 20 years. If water demand increases more than is forecasted, the City has created planning documents to implement an alternative water supply via reverse osmosis (RO) treatment of the Floridan aquifer. The planning documents are illustrated in Figure ES-6 are titled "Floridan Aquifer Conceptual Plan for the Dixie Wellfield" (Hazen and Sawyer, 2008a) and "Peele-Dixie Reverse Osmosis Basis of Design Report" (Hazen and Sawyer, 2008b). The City reserves the right to alter this plan based on the findings of ongoing City studies and future CUSMP updates. Additionally, this plan may be altered as additional data becomes available regarding the risks presented by unexpected changes to water quality in the Floridan aquifer.



Figure ES-6: Alternative Water Supply Planning Documents

1. Introduction

1.1 Overview

This section provides the following:

- Description of the scope of this report.
- A summary of the statutory requirements.
- An overview of the City of Fort Lauderdale's water service area.
- A summary of existing water supply agreements.
- Location of the City's major water system assets.
- A general description of how water service is provided to the community.

1.2 Scope of This Report

The City of Fort Lauderdale's 10-year Water Supply Facilities Work Plan 2025 Update identifies water supply sources, availability and facilities needed to serve existing and new development within the local government's jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt 10-Year Water Supply Facilities Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (District) approves a regional water supply plan or its update.

The 2023–2024 Lower East Coast Water Supply Plan Update (2024 LEC Plan Update) was adopted by the District's Governing Board on September 23, 2024. Therefore, local governments within the Lower East Coast Region are required to amend their comprehensive plans and include an updated 10-year Water Supply Facilities Work Plan and related planning elements by February 22, 2026.

The State of Florida requires that the City's 10-year Water Supply Facilities Work Plan 2025 Update address the development of traditional and alternative water supplies and management strategies, including conservation and reuse. The data and analyses, including population projections, water demands, and service areas must cover at least a 10-year planning period and be consistent with the 2023-2024 LEC Plan Update and the updated comprehensive plan amendment.

The City of Fort Lauderdale's 10-year Water Supply Facilities Work Plan 2025 Update is divided into eight sections:

1. Introduction
2. Summary of Existing Water Infrastructure
3. Water Demand Projections

4. Alternative Water Supply Plan
5. Capital Improvements Program
6. Regional Issues
7. Goals, Objections and Policies
8. References

1.3 Location Map

The City of Fort Lauderdale is located on the southeastern coast of Florida within Broward County. Figure 1-1 illustrates a location map of the City.

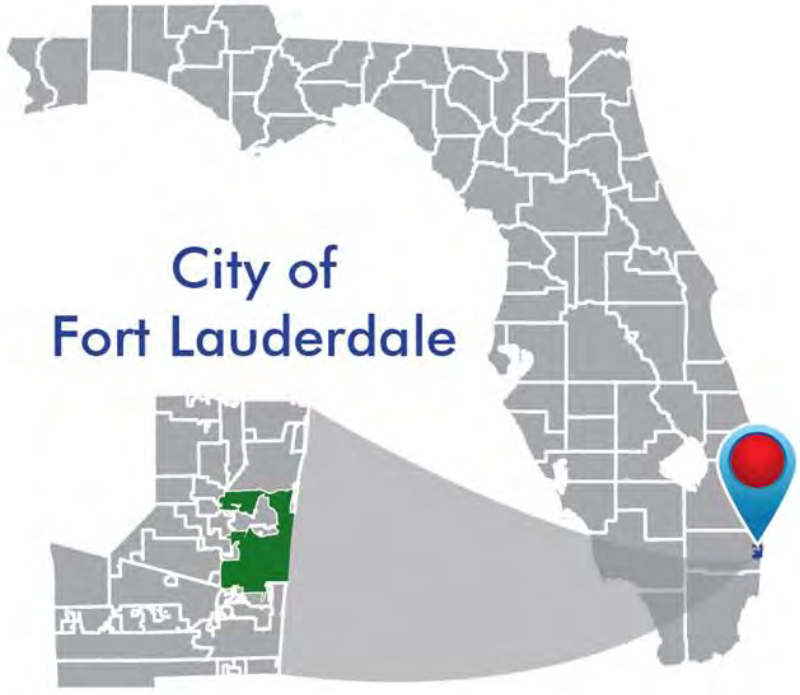


Figure 1-1: Fort Lauderdale Location Map

Source: City of Fort Lauderdale

1.4 Statutory History

The Florida Legislature enacted bills during the 2002, 2004, 2005, 2011, 2012, 2015, and 2016 sessions to address the state's water supply needs. These bills, particularly Senate Bills 360 and 444 enacted during the 2005 legislative session, strengthened the statutory links between the regional water supply plans (RWSPs) prepared by water management districts and the Comprehensive Plans prepared by local governments through changes to Chapters 163 and 373, F.S. These changes improved coordination between local land use planning and regional water supply planning.

1.5 Statutory Requirements

The City of Fort Lauderdale has considered the following statutory provisions in updates to this Water Supply Facilities Work Plan.

1. Coordinate appropriate aspects of its comprehensive plan with the 2023-2024 LEC Plan Update [163.3177(4) (a), F.S.].

2. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177 (6) (a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.

3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.].

4. Revision of the related comprehensive planning elements within 18 months after the water management district approves an updated regional water supply plan, to:

5. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the 2023-2024 LEC Plan Update, or alternative project(s) proposed by the local government under s. 373.709(8)(b), F.S. [s. 163.3177(6)(c), F.S.];

6. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the 2023-2024 LEC Plan Update [s. 163.3177(6)(c)4, F.S.]; and

    a. Update the 10-year Water Supply Facilities Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [s. 163.3177(6)(c)3, F.S.].

7. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.].

8. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the 2023–2024 LEC Plan Update, as well as applicable consumptive use permit(s) [s.163.3177 (6) (d), F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.].

9. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the 2023–2024 LEC Plan Update [s.163.3177 (6) (h) 1., F.S.].

10. Evaluation and Appraisal Report are required once every seven years. Local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their 10-year Water Supply Facilities Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.].

1.6 Fort Lauderdale's Water Service Area

1.6.1 Introduction

The City of Fort Lauderdale is the single largest purveyor of potable water in Broward County. The utility's service area encompasses a total area of 43 square miles, approximately one-tenth the total area of urban Broward County. Retail customers include residential, commercial, and industrial properties within the City of Fort Lauderdale, Unincorporated Broward County, Lazy Lake, and a portion of Lauderdale-by-the-Sea. The utility also maintains wholesale agreements for potable water supply with Cities of Oakland Park, Wilton Manors, and Tamarac; Town of Davie and Port Everglades.

1.6.2 Water Service Area Map

Figure 1-2 depicts the water service area (inclusive of all retail and wholesale customers). Figure 1-2 also depicts the location of key City assets including the following: 1) Dixie Wellfield; 2) Prospect Wellfield; 3) Peele-Dixie Water Treatment Plant; 4) Fiveash Water Treatment Plant; 5) 2nd Avenue Water Tank and

Pump Station; 6) Poinciana Park Water Tank and Pump Station; and 7) George T. Lohmeyer Wastewater Treatment Plant.

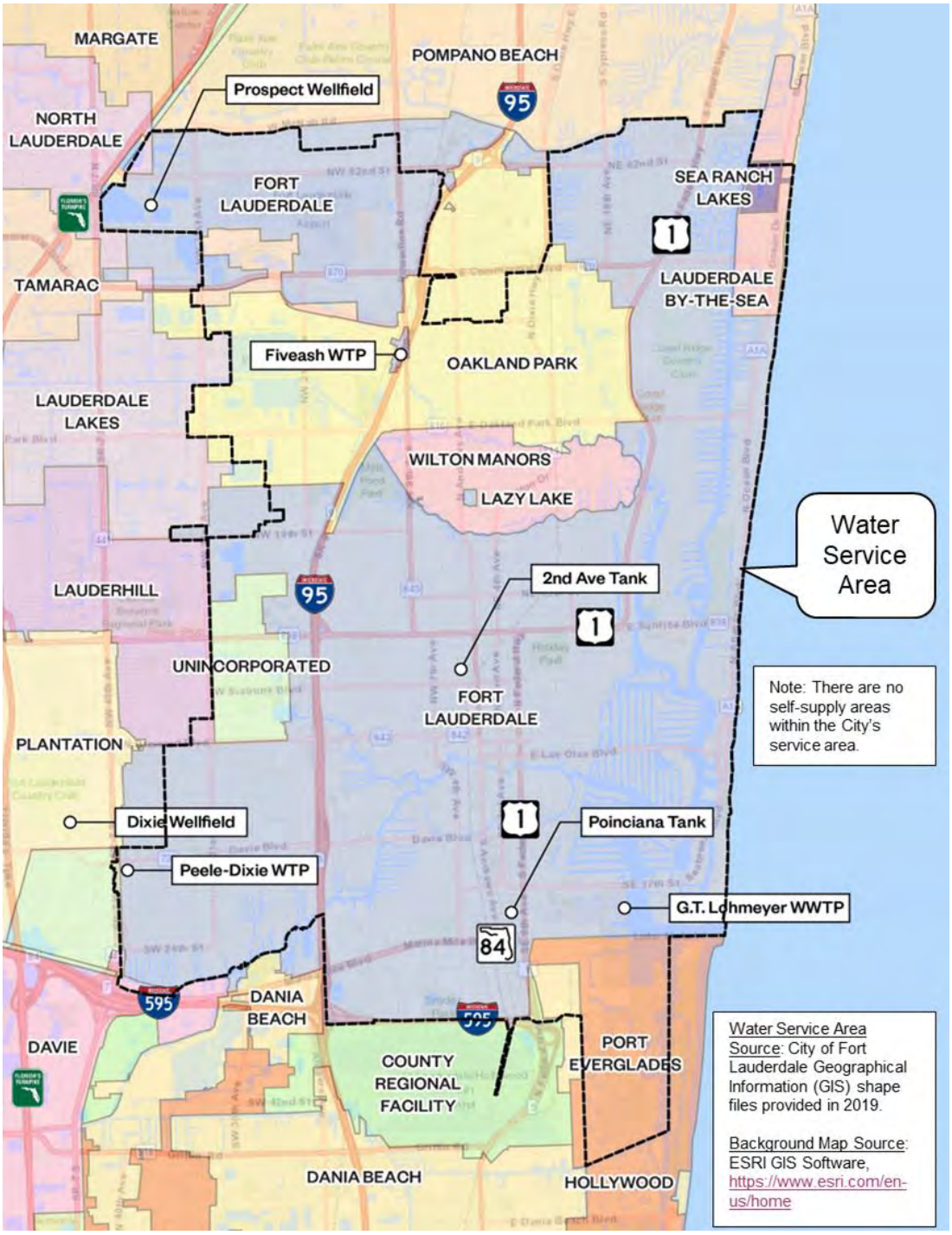


Figure 1-2: Water Service Area

1.6.3 Areas of Self-Supply

There are no existing areas within the City of Fort Lauderdale's water service area that self-supply potable water. There are no plans for future domestic self-supplied systems.

1.7 Summary of Existing Water Supply Agreements

Table 1-1 summarizes the City of Fort Lauderdale's existing agreements to supply drinking water to adjacent municipalities.

Table 1-1: Water Supply Agreements

Utility	Term (Years)	Start Date	Expiration Date
City of Oakland Park	25 Years	10/1/2022	9/25/2047
City of Tamarac	5 Years	10/18/2024	10/17/2029
City of Wilton Manors	25 Years	9/7/2005	9/1/2030
Port Everglades	30 Years	10/1/2002	9/23/2032
Town of Davie	25 Years	11/1/2022	10/26/2047
North Lauderdale	Not Applicable	2/6/1990	Until North Lauderdale does not require the water
Sea Ranch Lakes	The City of Fort Lauderdale purchased the Sea Ranch Lakes water distribution system in 1965.		
Lauderdale by the Sea	The City of Fort Lauderdale purchased the Lauderdale by the Sea water distribution system in 2008.		

1.8 General Description of How Water Service is Provided to the Community

The City of Fort Lauderdale owns two wellfields: the Dixie Wellfield and Prospect Wellfield. These wellfields supply Biscayne aquifer water to the Peele-Dixie Water Treatment Plant (WTP) and the Fiveash WTP respectively. The WTPs pump the finished water into the distribution system. Section 2 of this report provides a detailed summary of the City's existing water infrastructure.

1.9 Sector Plans

This section only applies to local governments that have adopted a Sector Plan consistent with the requirements of Section 163.3245, F.S. This section is not applicable to the City of Fort Lauderdale.

2. Summary of Existing Water Infrastructure

2.1 Introduction

This section provides the following:

- Summary of Existing Water Treatment Facilities
- Summary of Existing Wastewater Treatment Facilities

2.2 Summary of Existing Water Treatment Facilities

2.2.1 Water Use Permit

The City of Fort Lauderdale obtains all its raw water supply from the surficial Biscayne Aquifer system via two active wellfields. These wellfields, which are commonly known as the Dixie Wellfield and the Prospect Wellfield, operate independently of each other, the former serving the Peele-Dixie WTP and the latter serving the Fiveash WTP. Both wellfields are permitted by the South Florida Water Management District under Water Use Permit (WUP) No. 06-00123-W. The permit was issued January 12, 2021 with an expiration date of December 27, 2065.

2.2.2 Raw Water Allocation

The WUP allows withdrawal from the Biscayne aquifer and Floridan aquifer. Additionally, the City purchased a 3.0 mgd offset from Palm Beach Aggregates LLC for C-51 Reservoir Phase 1. The City currently only uses its Biscayne aquifer allocation and does not consume water from the Floridan aquifer or the C-51 Reservoir Phase 1.

Allocation limits in the WUP 06-00123-W are as follows:

2.2.2.1 Biscayne Aquifer Withdrawal Limits - Before C51 Startup

Biscayne Aquifer Annual Withdrawal: 19,181 million gallons per year

Biscayne Aquifer Maximum Monthly Withdrawal: 1,726.29 million gallons per month

Dixie Wellfield Biscayne Annual Withdrawal: 5,475 million gallons per year

Dixie Wellfield Biscayne Maximum Monthly Withdrawal: 492.75 million gallons per month

Prospect Wellfield Biscayne Annual Withdrawal: 15,853 million gallons per year

Prospect Wellfield Biscayne Maximum Monthly Withdrawal: 1,426.77 million gallons per month

2.2.2.2 Biscayne Aquifer Withdrawal Limits - After C51 Startup

Biscayne Aquifer Annual Withdrawal: 20,276 million gallons per year

Biscayne Aquifer Maximum Monthly Withdrawal: 1,824.84 million gallons per month

Dixie Wellfield Biscayne Annual Withdrawal: 5,475 million gallons per year

Dixie Wellfield Biscayne Maximum Monthly Withdrawal: 492.75 million gallons per month

Prospect Wellfield Biscayne Annual Withdrawal: 16,948 million gallons per year

Prospect Wellfield Biscayne Maximum Monthly Withdrawal: 1,525.32 million gallons

2.2.2.3 Floridan Aquifer Withdrawal Limits

Floridan Aquifer Annual Withdrawal: 4,111.8 million gallons per year

Floridan Aquifer Maximum Monthly Withdrawal: 370.1 million gallons per month

2.2.2.4 Withdrawal from the Biscayne Aquifer Offset from the C-51 Reservoir Phase 1

C-51 Reservoir Phase 1 Annual Withdrawal: 1,095 million gallons per year

C-51 Reservoir Phase 1 Maximum Monthly Withdrawal: 98.65 million gallons per month

SFWMD began accepting requests for C-51 Reservoir Phase 1 offsets in April 2024 for deliveries in May 2024. To date the City has not requested C-51 Reservoir Phase 1 offsets.

2.2.3 When Will the City Need Withdrawal from the Biscayne Aquifer Offset from the C-51 Reservoir Phase 1?

The City has been coordinating with the South Florida Water Management District for C-51 Reservoir Phase 1 supply since April 2024. To date the City has not requested supply via offsets from the C-51 Reservoir Phase 1.

The City is currently constructing the "Prospect Lake Clean Water Center" (PLCWC). The PLCWC will replace treatment at the Fiveash WTP starting in late 2026. When this transition is fully accomplished, the City's Biscayne demand will increase due to the transition of treatment technology. The City will likely need to begin utilizing a portion of its C-51 Reservoir Phase 1 offset in 2027 to meet its maximum month demands.

2.2.4 Floridan Aquifer Test Wells

In 2007, the City completed the construction of two Floridan Aquifer test wells at the Dixie Wellfield site under SFWMD Water Well Construction Permit #SF030907A issued March 30, 2007. These wells are currently idle and not equipped with pumping facilities.

2.2.5 Existing Water Treatment Plants Finished Water Production Capacity

The City's water infrastructure is permitted by the Florida Department of Environmental Protection (FDEP). FDEP has assigned PWS Number 4060486 to this infrastructure. The City currently owns two WTPs. Table 2-1 presents the finished water design capacity and treatment technology for each existing City WTP.

Table 2-1: Existing Water Treatment Plants

WTP Name	Finished Water Design Capacity (mgd)	Technology	Location
Peele-Dixie WTP	12	Nanofiltration	1500 South State Road 7 Fort Lauderdale, Florida, 33312
Fiveash WTP	70	Lime Softening and Filtration	4321 N.W. 9th Avenue Fort Lauderdale, Florida 33309

2.2.6 Fiveash WTP Replacement with PLCWC

On February 14, 2023, the City of Fort Lauderdale (City) executed an agreement with Prospect Lake Water, L.P. and Prospect Lake Holdings, L.P. and IDE PLCWC, Inc. to design, build, operate, and maintain a new 50 mgd finished water capacity water treatment plant (WTP) known as the "Prospect Lake Clean Water Center" (PLCWC) located at the Prospect Wellfield. Prospect Lake Water, L.P. and Prospect Lake Holdings, L.P. and IDE PLCWC, Inc. is collectively known as "Project Company" (PC).

The PLCWC is being constructed at the City's Prospect Wellfield. The PC designed the PLCWC to produce 50 mgd of finished water through a combination of nanofiltration and ion exchange treatment processes. Table 2-2 presents the finished water production capacity and treatment technology for the PLCWC.

Table 2-2: PLCWC Treatment Technology and Capacity

Technology	Finished Water Production Capacity (mgd)	Location
Nanofiltration	35	5900 Hawkins Road Fort Lauderdale, FL 33309
Ion Exchange	15	
Total	**50**	

PC estimates that the PLCWC will be in service in late 2026. Figure 2-1 illustrates the location of the PLCWC along with the existing WTPs.

The treatment process at the Fiveash WTP is at the end of their useful life. Once the PLCWC is constructed, the PC and the City will transition to the operation of the PLCWC and shutdown of the Fiveash WTP's treatment processes. It is anticipated that the transition of treatment from the Fiveash WTP to the PLCWC will begin in late 2026. The Fiveash WTP will be re-purposed as a storage and high service pumping facility.



Figure 2-1: Location Map of Existing and Proposed Fort Lauderdale Water Treatment Plants

2.2.7 Finished Water Production Capacity Following Transition to the PLCWC

It is anticipated that the transition from treatment at the Fiveash WTP to treatment at the PLCWC would be complete by 2027. Table 2-3 summarizes the City's finished water production capacity at the end of that transition period.

Table 2-3: Finished Water Production Capacity in 2027

WTP Name	Finished Water Permitted Capacity (mgd)	Technology	Location
Peele-Dixie WTP	12	Nanofiltration	1500 South State Road 7 Fort Lauderdale, Florida, 33312
PLCWC	35	Nanofiltration	5900 Hawkins Road Fort Lauderdale, FL 33309
	15	Ion Exchange	

Total system finished water production capacity after completion of the transition from the Fiveash WTP to the PLCWC will be 62 mgd.

2.2.8 Prospect Wellfield

The Prospect Wellfield is illustrated in Figure 2-2. The PLCWC is currently being constructed at this site. The Prospect Wellfield has 28 active production wells (Well Numbers 25 through 28, 30 through 41, 43 through 49 and 50 through 54) that were constructed from 1969 through 2006. These wells withdraw water from the Biscayne Aquifer. The wells have pumping capacities of approximately 2,100 gallons per minute (gpm) each, which equates to a total wellfield capacity of approximately 84 million gallons per day.

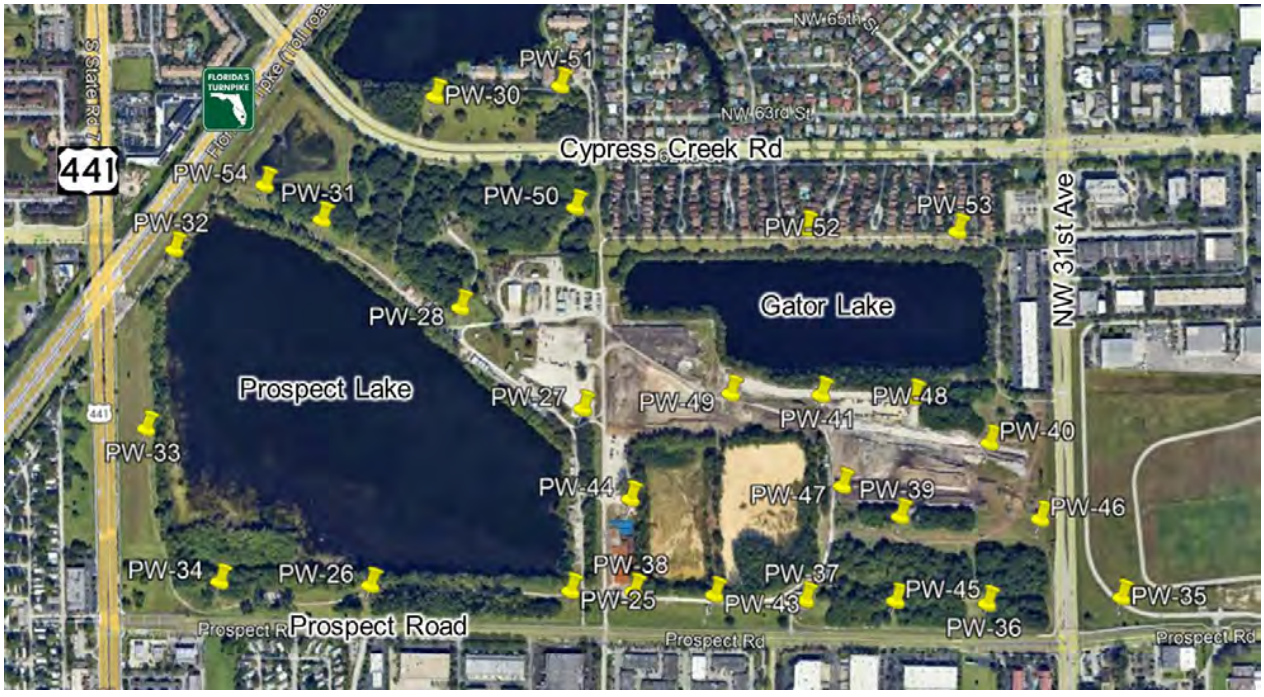


Figure 2-2: Prospect Wellfield

2.2.9 Dixie Wellfield

The Dixie Wellfield is illustrated in Figure 2-3. The Dixie Wellfield includes eight Biscayne aquifer wells located within the Fort Lauderdale County Club golf course. The yellow icons indicate the location of the Biscayne wells. The Biscayne wells and pumping equipment were constructed in 2008. Each well has an approximate capacity of 2.5 mgd. The total capacity of all wells is approximately 20 million gallons per day.

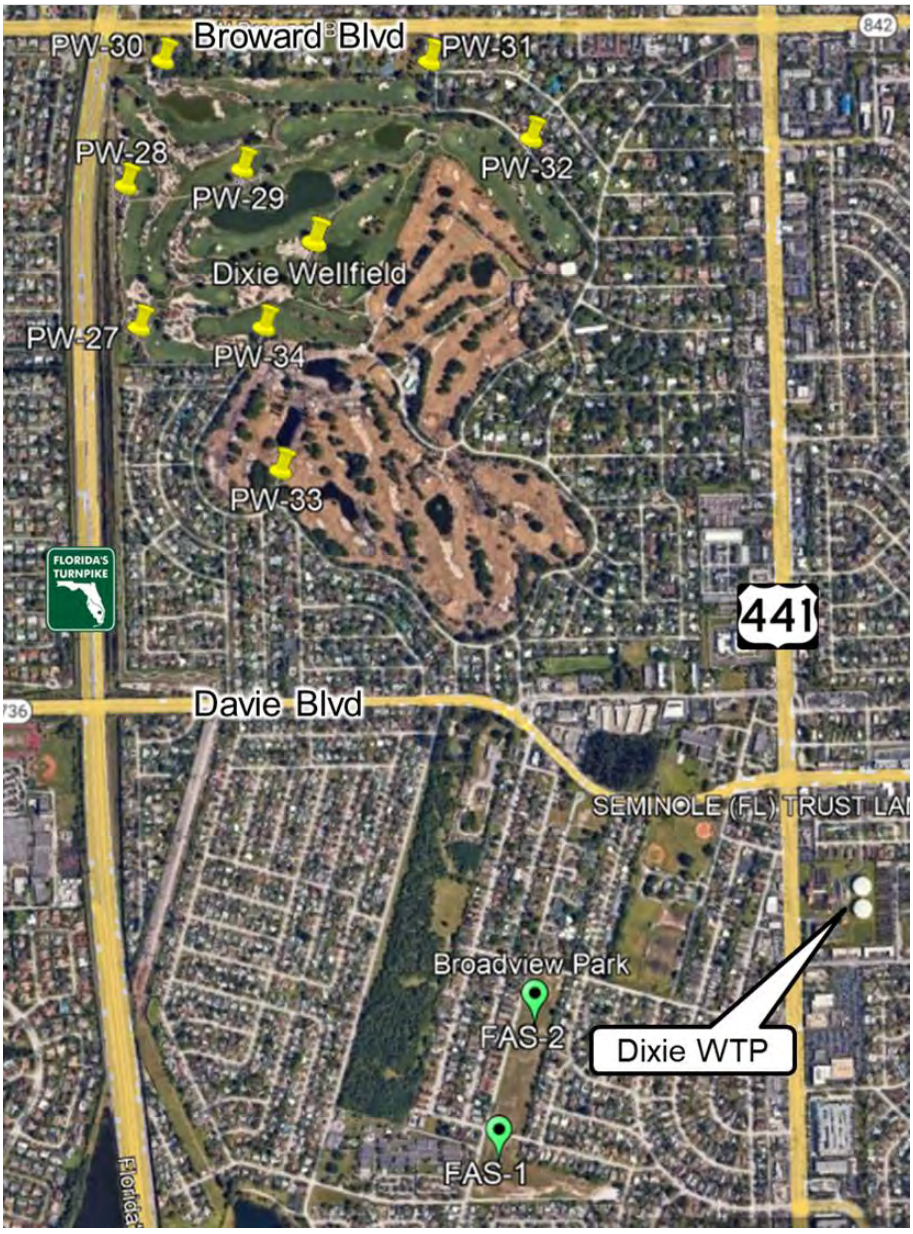


Figure 2-3: Dixie Wellfield

In 2007, the City completed the construction of two Floridan aquifer test wells at the Dixie Wellfield site. The objective of these wells was to gather water quality and drawdown data for planning the implementation of reverse osmosis treatment at the Peele-Dixie Water Treatment Plant (WTP). The Floridan wells are designated FAS-1 and FAS-2, represented by green icons in the figure above.

2.2.10 Distribution System Water Storage Facilities

The City has two distribution system storage sites. These sites are known as the Poinciana Park Water Tank and Pump Station and the Northwest Second Avenue Water Tank and Pump Station. Figure 2-4 illustrates the location of these tanks.

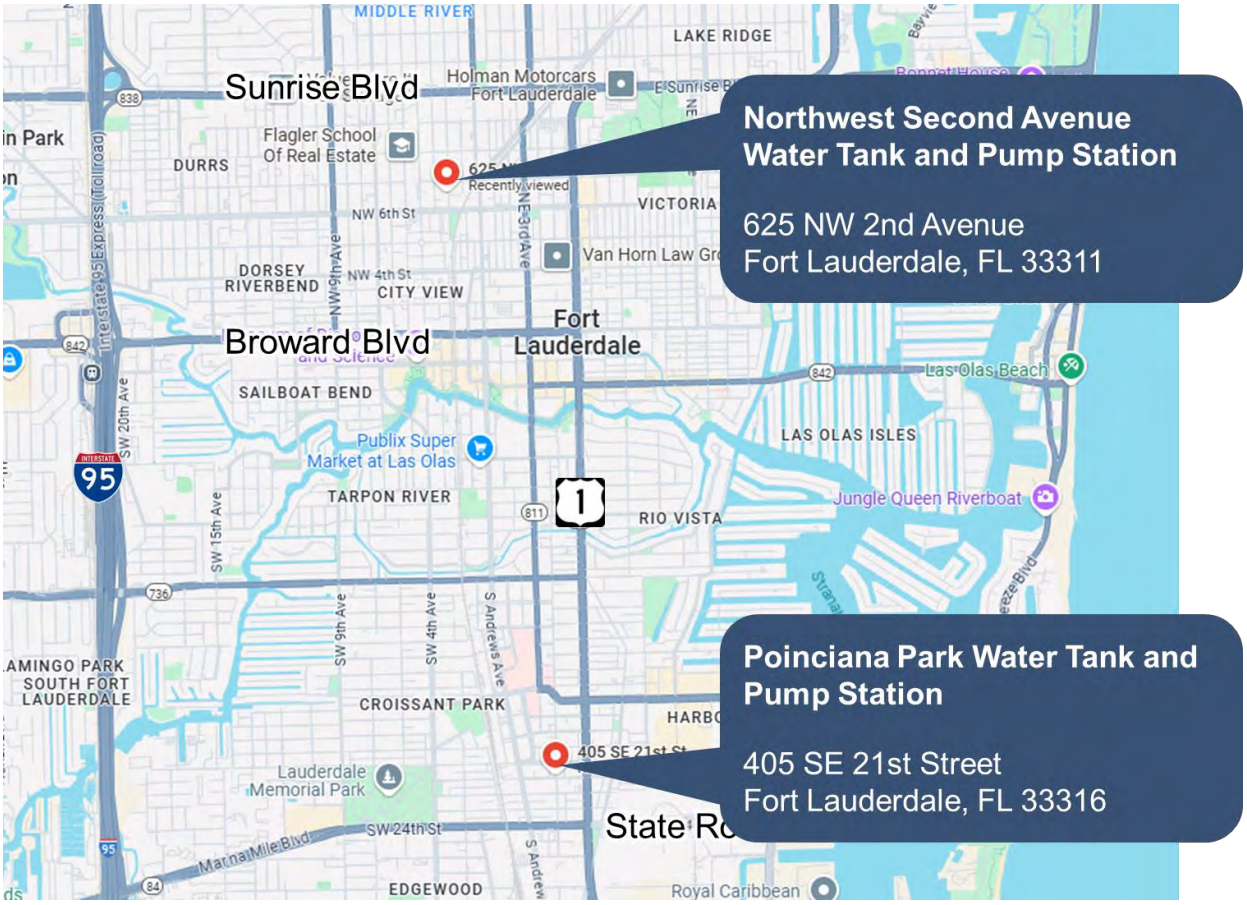


Figure 2-4: Storage Tanks Location Map

Key information for the tanks and pump stations is presented in Table 2-4.

Table 2-4: Key Storage Tank and Pump Station Information

Parameter	Value
Poinciana Park Water Tank and Pump Station	
• Address	405 SE 21st Street Fort Lauderdale, FL 33316
• Nominal Storage Capacity	2.0 million gallons
• Available Storage Capacity	1.6 million gallons[3]
• Pump No. 1 Design Capacity	2,350 gpm at 190 feet of head
• Pump No. 2 Design Capacity	3,500 gpm at 130 feet of head
Northwest Second Avenue Water Tank and Pump Station	
• Address	625 NW 2nd Avenue Fort Lauderdale, FL 33311
• Nominal Storage Capacity	1.0 million gallons
• Available Storage Capacity	1.0 million gallons
• Pump No. 1 Design Capacity	4,300 gpm at 115 feet of head

2.2.11 Raw Water Aquifer Storage and Recovery

The City's existing Aquifer Storage and Recovery (ASR) well is located at the Fiveash WTP. The ASR well was constructed in 1998. Performance testing to date has shown less than anticipated water recovery rates. The ASR well currently has a "no flow" permit. The City plans to plug and abandon the ASR well in approximately 2027.

2.2.12 Finished Water Distribution System

The City of Fort Lauderdale's water distribution system consists of over 770 miles of 2 to 54-inch diameter water mains that convey the finished water from the treatment facilities to the individual customers. In general, the larger diameter transmission mains radiate from the treatment facilities and decrease in size as they extend throughout the service area. The major transmission mains travel east from the WTPs to the populated portions of the service area and the two systems are interconnected along major north-south avenues.

2.2.13 Raw Water Import

The City neither buys nor sells raw water. The City does not import finished water. The City does sell potable water to the customers indicated in the water service area map.

[3] The usable storage volume is limited to 1.6 million gallons to ensure that the net positive suction head (NPSH) available exceeds the required NPSH to prevent pump cavitation at low tank water level.

2.2.14 Areas of Self-Supply

There are no existing areas within the City of Fort Lauderdale's water service area that self-supply potable water. There are no plans for future domestic self-supplied systems.

2.2.15 Distribution System Interconnects

The City of Fort Lauderdale maintains distribution system interconnects with other utilities. Table 2-5 identifies the location and size of each interconnect. The isolation valves on all interconnects are closed.

Table 2-5: City of Fort Lauderdale Water System Interconnects

Item	Area Serviced	Location	Size	Meter	Status
1	Broward County	NW 9 AVE / 62 ST	10"	No	Operable
2	Broward County	SW 35 AVE / W Broward BLVD	10"	No	Operable
3	Broward County	SW 34 ST / 9 AVE	8"	No	Operable
4	Broward County	SW 34 ST/ 2 AVE	6"	005014099	Operable
5	Broward County	SW 20 ST / SR 7 (Broadview)	6"	004237769	Operable
6	Broward County	NW 24 AVE / 19 ST	6"	No	Interconnect is capped and will be removed
7	Plantation	Peters RD / SR 7	8"	No	Operable
8	Pompano	5450 N Ocean DR	10"	No	Operable
9	Pompano	NE 68 ST/ 20 TERR	6"	No	Operable
10	Pompano	McNab & Lyons (NW 31 AVE)	12"	No	Operable

Source: City of Fort Lauderdale spreadsheet titled "Emergency Interconnects.xlsx" provided to Hazen on February 14, 2019.

2.2.16 Treatment Losses

Figure 2-5 depicts the system treatment losses from the years 2020 to 2024. Treatment losses, for the purpose of this report, is defined as the difference between raw water pumped and finished water pumped. The terminology "treatment loss" may be misleading since the water is not actually "lost" but is repurposed for ground water recharge or other beneficial use.

Treatment losses vary with the efficiency of the treatment technology utilized. The treatment loss for the Fiveash WTP, which uses lime softening technology, is roughly one to three percent of the raw water pumped. The treatment loss for the Peele-Dixie WTP, which uses nanofiltration softening technology, is roughly 15 percent of the raw water pumped.

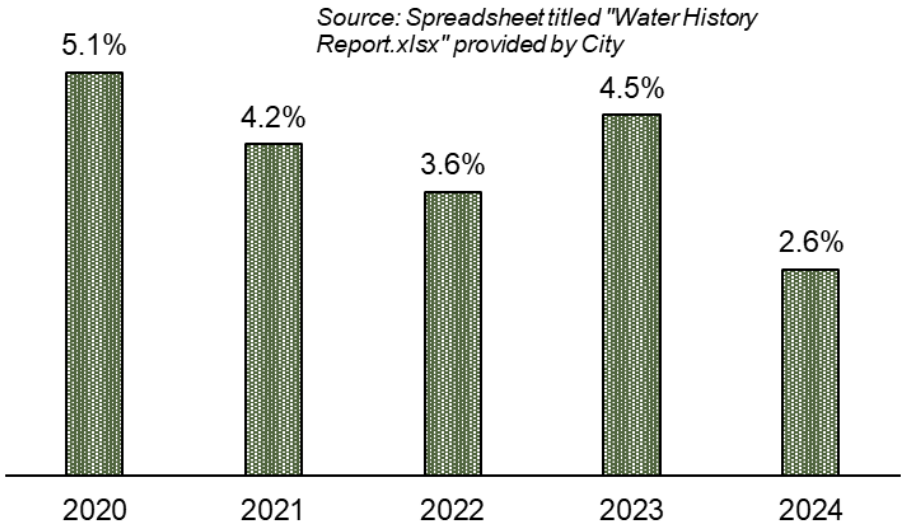


Figure 2-5: Annual Treatment Loss Summary FY 2020 to FY 2024

2.2.17 Distribution System Losses

Figure 2-6 depicts the distribution system losses from the years 2020 to 2024. Authorized unmetered water consumption at the WTPs and the distribution system are included in the distribution system loss shown in the figure. City staff believe this consumption is significant. However, no data on unmetered water consumption within the WTPs or in the distribution system are available. Hence, the actual distribution system loss is believed to be lower than that indicated.

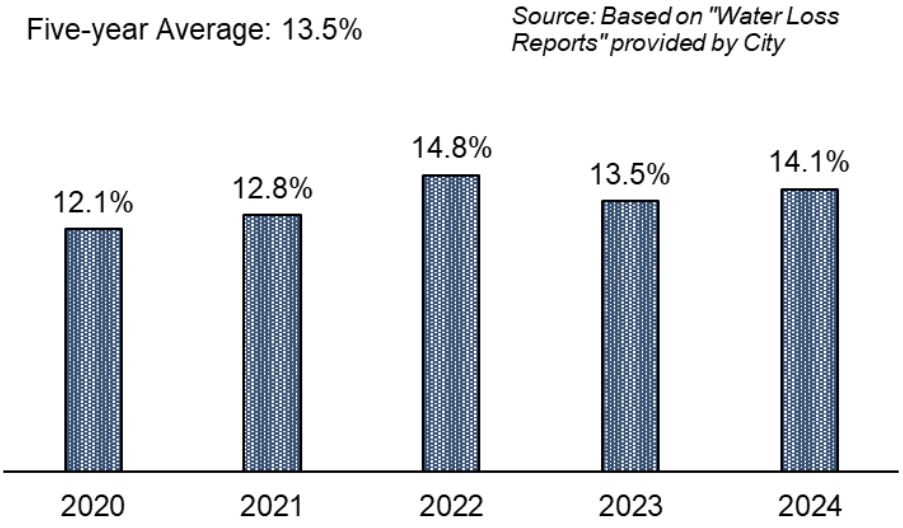


Figure 2-6: Distribution System Loss Summary FY 2020 to FY 2024

2.2.18 Outstanding Compliance Issues

There are no outstanding regulatory compliance issues related to the City of Fort Lauderdale's water facilities.

2.3 Key Ongoing Water System Improvements

2.3.1 Introduction

This section briefly summarizes the ongoing water system improvements.

2.3.2 Prospect Lake Clean Water Center

The condition of the Fiveash WTP and Prospect Wellfield (Wellfield) was assessed as part of the Comprehensive Utility Strategic Master Plan, CUSMP (Reiss Engineering, 2017). The condition of the Fiveash WTP was again assessed in the report titled "Granular Activated Carbon Pilot and Plant Evaluation at the Fiveash Water Plant" (Carollo, 2019); herein after referred to as the "Carollo Report". These assessments identified the need for significant renewal, replacement, and rehabilitation of all aspects of the WTP. The CUSMP noted that consideration should be given to replacing the facility with a new facility equipped with the latest treatment and equipment technologies. The Carollo Report recommended replacing the Fiveash WTP with a new 50 MGD (finished water capacity) treatment plant at the Prospect Wellfield.

On February 14, 2023, the City of Fort Lauderdale (City) entered into an agreement with Prospect Lake Water, L.P. (in its capacity as the Project Company), Prospect Lake Holdings, L.P. and IDE PLCWC, Inc. (in their capacity as Equity Providers) to Design, Build, Operate and Maintain a new 50 MGD (finished water capacity) water treatment facility for the City (Prospect Lake Clean Water Center (PLCWC)). The Project Company contracted Kiewit Water Facilities Florida Co. (Kiewit) to serve as the Design-Build Contractor for the PLCWC. Kiewit has contracted IDE Technologies as the Water Treatment Process Design Engineer-of-Record (EOR) and Process Equipment Supplier. IDE Technologies contracted to partner with C.A.P. Engineering, Inc. to serve as their Process EOR in Florida. Kiewit Engineering Group Inc., as subcontractor to Kiewit Water Facilities Florida Co., is the Balance of Plant EOR for designing the infrastructure work supporting the Water Treatment Process including site civil, yard piping, structural, electrical, architectural, SCADA, deep injection wells, and backup generators.

The PLCWC is currently under construction. The Project Company estimates that the PLCWC will be in service in late 2026. Figure 2-7 illustrates the location of the PLCWC relative to the Fiveash WTP.



Figure 2-7: Location Map of PLCWC

Once the PLCWC is constructed, the City will transition to operation of the PLCWC and shutdown of the Fiveash WTP's treatment processes. The Fiveash WTP will be re-purposed as a storage and high service pumping facility.

2.3.3 Conveyance of Finished Water from PLCWC to the Fiveash WTP

The City is currently constructing a 48-inch diameter pipeline from the PLCWC to the Fiveash WTP. This pipeline will convey finished water. The finished water will be stored at Fiveash and pumped into the distribution system via the existing high service pumps. Figure 2-8 illustrates the pipeline route. This pipeline will be placed into service at the same time as the PLCWC.

It is noted that the City is planning future capital projects to potentially repurpose the existing raw water conveyance piping from Prospect Wellfield to Fiveash to provide a redundant pipeline for conveyance of PLCWC finished water.



Figure 2-8: Finished Water Pipeline from PLCWC to Fiveash

2.3.4 Proposed High Service Pump Station and Storage Tank at Fiveash

Once the PLCWC is constructed, the City will transition to operation of the PLCWC and shutdown of the Fiveash WTP's treatment processes. The Fiveash WTP will be repurposed as a storage and high service pumping facility. The City is currently designing a new water tank and a high service pump station at the Fiveash WTP. The City reports that the proposed high service pump station will include offices, SCADA servers, and maintenance storage. Figure 2-9 conceptually illustrates the location of these improvements. These improvements were defined in a report titled "Basis



Figure 2-9: Planned Storage and Pumping Improvements

of Design Report High Service Pumping Station" (Arcadis, 2024). Construction of the improvements is anticipated to be completed by 2028.

2.3.5 CUSMP Projects

The City completed its Comprehensive Utility Strategic Master Plan (CUSMP) in 2017 (Reiss Engineering, 2017). Each fiscal year, the City incorporates recommendations from the CUSMP for future year utility projects into the City's Community Investment Plan through the budgeting process. An update of the CUSMP is planned for late 2027. The procurement of an engineering consultant is ongoing.

2.4 Summary of Existing Wastewater Treatment Facilities

2.4.1 Introduction

The City owns and operates the George T. Lohmeyer (GTL) Wastewater Treatment Plant (WWTP). The plant is permitted by FDEP Permit Number FLA041378. The FDEP permit was updated on January 16, 2024 to increase the permitted capacity of the facility from 56.6 million gallons per day (MGD) to 61.58 MGD. The permit expires on December 1, 2026.

The GTL WWTP is located on a 9.6-acre site near Southeast 17th Street and Eisenhower Boulevard. The plant provides secondary treatment followed by deep-well injection via five injection wells located approximately one-quarter mile south of the site. The WWTP treats wastewater generated in a region encompassing the following areas:

- City of Fort Lauderdale
- City of Wilton Manors
- City of Oakland Park
- Port Everglades
- A portion of the City of Tamarac
- A portion of unincorporated Broward County
- A portion of the Town of Davie

2.4.2 Deep Well Injection Wells

The GTL WWTP effluent pump station discharges to five deep injection wells via 3,500 feet of 54-inch-diameter force main. The wells are permitted to operate at up to 10 feet per second (fps) flow velocity on a sustained basis and 12 fps during emergencies. These velocities yield total injection well capacities of 93.25 and 112 MGD, respectively. The existing deep injection wells do not require high level disinfection (HLD) under the United States Environmental Protection Agency Underground Injection Control (UIC)

Program. If a new injection well[4] is required it would require HLD under the UIC program. HLD is not required for the existing injection wells under current regulations.

2.4.3 Reclaimed Water

The existing facility does not currently include reclaimed water treatment facilities. However, on average the plant uses about 4 MGD of its own secondary effluent as in-plant re-use instead of potable water.

2.5 Conservation

The City of Fort Lauderdale has been promoting water conservation for more than 30 years. Conservation is a proven strategy for delaying implementation of expensive alternative water supply technologies. In 2008, the City established a goal of reducing finished water demand to 170 gallons per capita per day (gpcd) by the year 2028. This goal has been met. The annual average day finished water produced averaged 155.9 gpcd from 2020 to 2024. Figure 2-10 illustrates this decrease. The following subsections summarize the City of Fort Lauderdale's ongoing conservation initiatives.

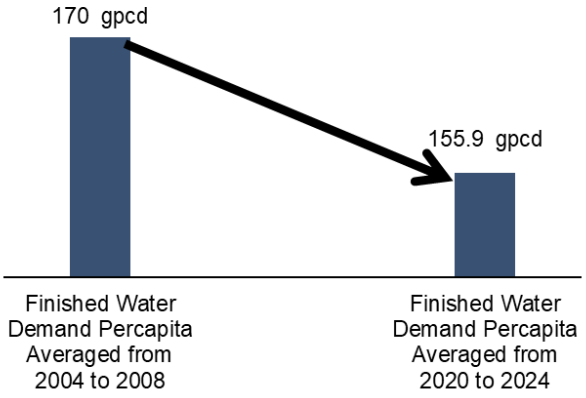


Figure 2-10: Demand Decrease Through 2024

2.5.1 Broward Water Partnerships

The City of Fort Lauderdale is a member of the Broward Water Partnership (BWP). BWP is a partnership of local governments, including 16 municipalities and water utilities who have come together to collaborate on water conservation implementation. The BWP offers rebates up to $125 each for eligible toilet replacements. BWP also offers eligible residents free water-efficient shower heads and low-flow faucet aerators, while commercial kitchens can get pre-rinse spray valves via the ConservationPays program.

2.5.2 ConservationPay$ Program

The City of Fort Lauderdale participates in a water conservation incentive program through an interlocal agreement (ILA) with Broward County marketed under the program name "Conservation Pays". The City of Fort Lauderdale became partners with Broward County in the program on June 21, 2011.

The program provides rebates and free water-conserving devices to qualifying water customers, and it has a focused outreach and education component. Rebate dollars are used for the replacement of older, wasteful toilets in addition to the distribution of other water efficient fixtures and devices such as aerators

[4] The City reports that a new deep injection well will require advanced treatment, unless an industrial discharge is added to that well.

and commercial pre-rinse spray valves. A consistent marketing and media campaign advances water conservation efforts. The program goal is to reach a sustained minimum 10 percent reduction in water use county-wide over 20 years.

2.5.3 NatureScape Irrigation Services

Broward County's NatureScape Irrigation Service (NIS) program promotes the use of Florida-Friendly landscapes that require less watering, provide habitat for native and migratory wildlife, and minimize the use of common pollutants such as fertilizers and pesticides. The City of Fort Lauderdale participates in the NIS program. Figure 2-11 presents the historical annual water savings from the NatureScape program in millions of gallons over the last 10 years.

The County established the Residential Irrigation Rebate Program ("RIR Program") through its NIS

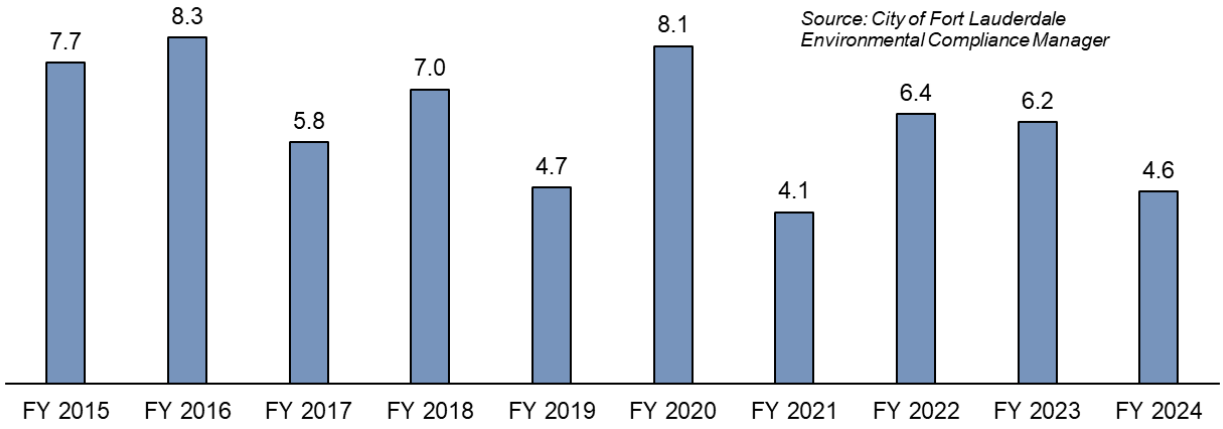


Figure 2-11: Historical NatureScape Program Water Savings (Millions of Gallons)

Program. The County performs irrigation system efficiency inspections and facilitates rebates to residents to offset costs to upgrade water-efficient irrigation system components within each Participant's water service area. Additional information on the RIR Program is available at the following link: RIR Program.

2.5.4 Water Matters Day

The City of Fort Lauderdale is a sponsor of Broward County's Water Matters Day program. Water Matters Day is a one-day water conservation event where participants learn about our local and regional water resources, how water is managed and how utilities are planning for future water needs. Participants receive tips and information on water conservation, receive rebates and incentives for upgrading to water-conserving devices, and learn how to create "Florida friendly" and drought tolerant landscapes. The goal of the program is to promote long-term water demand reductions.

2.5.5 Conservation Rate Structure

A conservation rate ordinance was originally enacted by the City in 1996 and has been in continuous use. A conservation rate structure provides progressively higher rates as water usage increases. The Fiscal

Year 2025 water and sewer rate structure is provided in Table 2-6. These rates became effective on October 1, 2024.

Table 2-6: Fiscal Year 2025 Water and Sewer Rate Structure

Customer Type	Tier	Consumption Per Month in Gallons	Water Rate	Sewer Rate
Single-Family Rates in 1,000 gallons per month	Tier 1	0 – 3,000	$4.51	$6.05
	Tier 2	4,000 – 8,000	$9.91	$13.37
	Tier 3	9,000 – 12,000	$12.40	
	Tier 4	13,000 – 20,000	$16.73	
	Tier 5	> 20,000	$24.29	
Multifamily Residential (1,000 gallons per month X number of dwelling units X 0.55)	Tier 1	0 – 3,000	$4.51	$6.05
	Tier 2	4,000 – 8,000	$9.91	$13.37
	Tier 3	9,000 – 12,000	$12.40	
	Tier 4	13,000 – 20,000	$16.73	
	Tier 5	> 20,000	$24.29	

Source: City of Fort Lauderdale document located at this link.

2.5.6 Water Shortage Restrictions

Section 28-1B of the Code of Ordinances (in effect since 2009) requires that in the event the South Florida Water Management District declares a drought and mandates water restrictions in one of the four established drought phases (Phase I, II, II or IV), the City of Fort Lauderdale implements a surcharge on water usage. The amount of the surcharge is based on the level of water restrictions (Phase I, II, II or IV) and the number of gallons used. The surcharge is applied to water, wastewater and sprinkler meter accounts.

2.5.7 Florida-Friendly Landscaping

Per Section 28-1B of the Code of Ordinances (in effect since 2009), it is the City's policy to encourage use of Florida-friendly drought resistant plants and trees within the City. Following Florida-Friendly Landscaping™ principles, conservation of 40 to 60 percent of the water that traditional landscapes require may be feasible. The City's Code of Ordinances requires Florida-Friendly Landscaping for new development and re-development.

2.5.8 Green Infrastructure Development Guidelines

The City has embraced the concept of green and blue infrastructure. It has established Policy CC 1.2.2 in its 2020 adopted Comprehensive Plan to investigate and implement innovative stormwater capture techniques within the public right-of-way, including permeable surfaces (City of Fort Lauderdale, 2020a).

In addition, the City adopted a "Downtown Master Plan" that includes transit-oriented development (TOD) guidelines (City of Fort Lauderdale, 2020b). The adopted TOD guidelines aim to create pedestrian-friendly, vibrant station areas to support the continued growth of the Downtown as a live, work, and play environment.

The TOD guidelines also included green building, green site design and green infrastructure guidelines that apply to new residential development in the Downtown Regional Activity Center (RAC). The TOD guidelines recommend that new residential projects should comply with the County's Comprehensive Plan – Climate Change Element and recommend that projects incorporate green infrastructure and green landscaping into site design, such as the use of porous pavement, bioswales, raingardens, green roofs, drip irrigation, drought tolerant and native landscaping, and Florida-Friendly Landscaping.

2.5.9 Green Infrastructure Design Details and Specification

The City has developed engineering specifications and engineering details for certain green infrastructure, including: bioswales, sidewalk subsurface storage, precast porous pavement, porous pavers, porous asphalt, and rain gardens. The drawings and specifications facilitate implementation of the City's commitment to stormwater capture and aquifer recharge.

2.5.10 Irrigation System Design Code

Section 28-1A of the City of Fort Lauderdale's Code of Ordinances (in effect since 2009), requires that all new irrigation systems permitted after 2009 install rain sensors to automatically shut down irrigation systems if rain is detected.

2.5.11 Landscape Irrigation Restrictions

On November 16, 2021, the City modified its Code of Ordinances Section 28-1B through adoption of Ordinance C-21-34 (City of Fort Lauderdale, 2021). The changes ensure compliance with the SFWMD and Broward County requirements to restrict landscape irrigation to two days per week.

The SFWMD promulgated Rule 40E-24 of the Florida Administrative Code title "Mandatory Year-Round Landscape Irrigation Conservation Measures" (SFWMD, 2014), which limits landscape irrigation water use to two days per week. The City of Fort Lauderdale's Section 28-1B follows the same two-days per week irrigation restriction.

In 2010 Broward County Code of Ordinances Section 36-55, titled "Year-round landscape irrigation measures" was adopted that limits landscape irrigation water use to two days per week. The City of Fort Lauderdale's Section 28-1B follows the same two-days per week irrigation restriction.

The City promotes Florida-Friendly Landscaping™ as evidenced by the document links available at its Sustainability & Climate Resilience web page. The City supports progressive irrigation and conservation policies. The City complies with the SFWMD's "Mandatory Year-Round Landscape Irrigation Conservation Measures" Rule.

2.5.12 Water for Heating or Process Water

Section 28-1A of the City's Code of Ordinances (in effect since 2009), requires a water conservation device conforming to such specifications as may be required by the City, shall be installed on heating, processing or other industrial or commercial uses of water whenever the City determines in its discretion that recycling of the water without treatment is practical. A water conservation device is any equipment, process or procedure whereby all water used for heating or processing is either consumed in the intended use or is recycled for the same purpose until it is unusable.

2.5.13 Water Used for Cooling Including Condensate

Section 28-1B of the City's Code of Ordinances (in effect since 2009), requires all new construction and replacements of cooling equipment whose function is evaporative or refrigerated cooling uses and air conditioning facilities that deliver water or condensate to a drain or other discharge facility are prohibited. This includes any equipment, process or procedure which relies upon the temperature of the water supply for cooling purposes.

2.5.14 Commercial Power Washing

Section 28-1B of the City's Code of Ordinances (in effect since 2009), requires that commercial enterprises for which cleaning with water is an essential element of their business use only high efficiency equipment that uses 1.6 gallons per minute or less and is certified by the manufacturer.

2.5.15 Water for Decorative Features

Section 28-1B of the City's Code of Ordinances (in effect since 2009), requires that decorative water features or similar water operating devices using potable or recycled water shall recirculate water within the device. Each device connected to the water system must have an approved back-flow prevention assembly.

2.5.16 Lakes and Ponds

Section 28-1B of the City's Code of Ordinances (in effect since 2009), requires that potable water shall not be used to fill or maintain water levels in lakes and ponds.

2.5.17 Leak Detection

The City initiated a leak detection program in 1990 which was completed in 1992. The entire main distribution system was surveyed and the City continues to perform visual checks by field personnel.

2.5.18 Meter Replacement Program

The City implemented an improved compound meter testing program and changes out all water meters 10 years old or older.

2.5.19 Broward County Adopts Low-Flow Plumbing Fixtures

During each update of the Florida Building Code (FBC), the Broward County Board of Rules and Appeals adopts a revised version of FBC-Plumbing Table 604.4 that requires new construction within Broward County (which includes the City of Fort Lauderdale) to use "low-flow" plumbing fixtures. Table 2-7 documents the most recently adopted 2023 FBC (Florida Department of Business and Professional Regulation, 2023) flow requirements and the "low-flow" Broward County requirements (Broward County, 2023) of key fixtures. The "low-flow" plumbing fixtures promote water conservation within all of Broward County.

Table 2-7: Maximum Flow Rates and Consumption for Key Fixtures in New Construction

Fixture	2023 FBC	Broward County
Lavatory, Private	2.2-gpm	1.5-gpm
Shower Head	2.5-gpm	2.0-gpm
Urinal	1.0 gallon per flush	0.5 gallon per flush
Toilet	1.6 gallon per flush	1.28 gallon per flush

Source 1: The data in the column labeled "2023 FBC" is based on the Florida Building Code – Plumbing (2023 Edition), Table 604.4.

Source 2: The data in the column labeled "Broward County" is based on the Florida Building Code – Plumbing, Table 604.4 as amended by the Broward County Board of Rules and Appeals and accessible at the following link: https://www.broward.org/CodeAppeals/Documents/FBC%20%282023%29%20Plumbing%20Technical%20Amendments%2c%208th%20Edition.pdf

2.5.20 Water Conservation Education Program

The City publishes a variety of brochures and literature, promoting water conservation that are available to members of the public upon request. The City also maintains an active public information campaign on water conservation and restrictions on irrigation using Environmental Inspectors, Code Enforcement Officers, and Police Officers. In addition, the City maintains a website (http://www.fortlauderdale.gov) that includes water conservation information.

2.5.21 Sustainability Action Plan 2011 Update

The City's Sustainability Action Plan 2011 Update (City of Fort Lauderdale, 2011) identified the following actions to reach the 170 gallons per capita per day (gpcd) goal (the action numbers identified in the Sustainability Action Plan 2011 Update are shown for consistency):

- Action 1.1.1 - Expedited, Continuing Escalation of High-User Potable Water Fees in Single-Family Zoning.

- Action 1.1.2 - Implement and enforce landscape ordinance requiring low volume / avoidance watering.
- Action 1.1.3 - Directly engage all large water users in long-range water resource planning and conservation.
- Action 1.1.4 - Consider innovative projects including water reuse and harvesting rainwater.

Table 2-8 provides a summary of the current status of implementing the actions described in the Sustainability Action Plan 2011 Update.

Table 2-8: Water Conservation Action Status

Action	Status
Action 1.1.1 - Expedited, Continuing Escalation of High-User Potable Water Fees in Single-Family Zoning.	The City of Fort Lauderdale continues to establish a conservation rate structure (progressively higher rates as water usage increases) to encourage a water conservation ethic.
Action 1.1.2 - Implement and enforce landscape ordinance requiring low volume / avoidance watering.	Per Section 28-1A of the Code of Ordinances (in effect since 2009), it is the City's policy to encourage use of Florida-friendly drought resistant plants and trees within the City.
Action 1.1.3 - Directly engage all large water users in long-range water resource planning and conservation.	The City of Fort Lauderdale continues to conduct ongoing discussions with its wholesale customers relative to opportunities to reduce water consumption.
Action 1.1.4 - Consider innovative projects including water reuse and harvesting rainwater.	The City of Fort Lauderdale was part of a partnership with Broward County that explored the feasibility of regional wastewater reuse opportunities. Additionally, the City purchase a 3.0 mgd offset in the C-51 Reservoir, Phase 1 project. Additionally, the City evaluates water reuse and rainwater harvesting projects as the opportunities are identified.

Source: City of Fort Lauderdale document titled "Sustainability Action Plan 2011 Update" accessible at the following link: SAP Link.

2.5.22 2035 Fast Forward Vision Plan

The City has developed a planning document titled Fast Forward Fort Lauderdale that envisions the City through the year 2035. The document is also known as the Fast Forward Fort Lauderdale Vision for 2035. The Fast Forward Plan is a compilation of ideas/goals that are used to guide the City's decision making. A key aspect of the 2035 Vision Plan is ensuring that the City enhance water conservation efforts to ensure a sustainable water supply (City of Fort Lauderdale, 2019).

2.5.23 Press Play Fort Lauderdale Strategic Plan: Our City, Our Strategic Plan 2029

This document complements the Fast Forward Fort Lauderdale Vision for 2035. Fast Forward establishes the overarching goals of the City, while Press Play establishes specific initiatives to be completed over the next 5 years to make progress at reaching the goals (City of Fort Lauderdale, 2025c). The City is focused

on increasing the reliability of its water systems. The City is constructing the Prospect Lake Clean Water Center (50 mgd capacity). The City is also focused on ensuring maintenance efforts and processes are in place to sustain its water infrastructure for the future.

2.6 Reuse

2.6.1 Introduction

Florida law supports reuse efforts. Florida's utilities, local governments, and water management districts have led the nation in the quantity of reclaimed water reused and public acceptance of reuse programs. Section 373.250(1) F.S. provides "the encouragement and promotion of water conservation and reuse of reclaimed water, as defined by the department, are state objectives and considered to be in the public interest." In addition, Section 403.064(1), F.S., states "reuse is a critical component of meeting the state's existing and future water supply needs while sustaining natural systems."

2.6.2 Local Government Specific Actions, Programs, Regulations, or Opportunities

This section describes the City of Fort Lauderdale's ongoing assessment of reuse opportunities within the City's service area. The City of Fort Lauderdale's GTL WWTP is a regional facility used to treat wastewater in a region encompassing the following:

- City of Fort Lauderdale
- City of Wilton Manors
- City of Oakland Park
- Port Everglades
- A portion of the City of Tamarac
- A portion of unincorporated Broward County
- A portion of the Town of Davie

The facility does not currently treat effluent to reclaimed water standards for public irrigation or other off-site uses. However, on average the plant uses about 4-mgd of its own secondary effluent as in-plant re-use instead of potable water. Additionally, the City is participating in the County-wide Integrated Water Resources Plan Grants for feasibility studies related to potential beneficial reuse. These have included a 2008 feasibility study for selected reclaimed water projects within the City for a 50% cost share for $125,000. In 2009, a second feasibility study for reclaimed water at the Convention Center received a 50% cost share of $5,000 from Broward County.

The City of Fort Lauderdale prepared a report assessing reclaimed water opportunities in November 2008 titled "Feasibility Study for the Implementation of Selected Reclaimed Water Projects with the City of Fort Lauderdale". The City indicated that this report was updated in 2012. The key conclusion of the 2008 and 2012 studies was that reuse was not economically viable. The findings of the 2008 and 2012 reuse

feasibility studies were reviewed by the City's master planning engineer in the City's 2017 CUSMP (Reiss Engineering, 2017). The 2017 CUSMP selected four alternatives from those studied in 2008 and 2012 and re-evaluated them based on information current in 2017. These four alternatives were as follows:

- Alternative 1 – GTL Upgrade and Local Area Reuse
- Alternative 2 – Satellite Treatment and Reuse/Saltwater Intrusion Barrier
- Alternative 3 – Satellite Treatment and Indirect Potable Reuse
- Alternative 4 – C-12 and C-13 Canal Interconnect Project

The 2017 CUSMP indicated that "Historical studies of reclaimed water implementation for the City have deemed the efforts as not economically feasible due to the following reasons:

- The GTL is a large, high rate treatment facility on a very area-restricted site that does not include treatment and high level disinfection components to facilitate producing public access level reclaimed water.
- The City's collection system is old and experiences high levels of infiltration resulting in high total dissolved solids concentrations (1,100 parts per million) including chlorides which would be harmful to most landscape plants. Therefore, demineralization in the form of reverse osmosis would be required which significantly increases both the capital and operations cost including high energy consumption.
- The cost of reclaimed water distribution in existing, heavily urbanized areas is very expensive and difficult."

The 2017 CUSMP recommended the City "…to continue to pursue Alternative 4 (C12 and C13 Canal Interconnect Project) in conjunction with Broward County. While the project will provide relatively low WUP withdrawal credit, the project should result in improved water quality in the canals and is very low cost operationally, hence sustainable. The City should continue to track Florida indirect potable reuse efforts into the Floridan Aquifer, e.g., the City of Hollywood, for future water supply considerations beyond this study period."

The City of Fort Lauderdale continues to assess water reuse opportunities to identify and assess cost-effective alternative water supply opportunities. Indirect potable reuse systems have been evaluated by the City; none have emerged as economically feasible. However, due to the dual benefits of providing more disposal capacity and augmenting local water supplies, the City continues to contemplate indirect potable reuse opportunities when assessing alternative water supply investment decisions.

2.6.3 Identify any Local Financial Responsibilities

The City of Fort Lauderdale does not have financial responsibilities related to reuse. Therefore, this section is not applicable to the City of Fort Lauderdale.

3. Water Demand Projections

3.1 Introduction

This section summarizes historical and forecasted population along with historical and forecasted water demand.

3.2 Population Forecast

Figure 3-1 summarizes the historical and forecasted population for the City's water service area for fiscal years 2020 to 2045. The source of the population forecast is the SFWMD 2023-2024 Lower East Coast Water Supply Plan Update Table A-1 (SFWMD, 2024a).

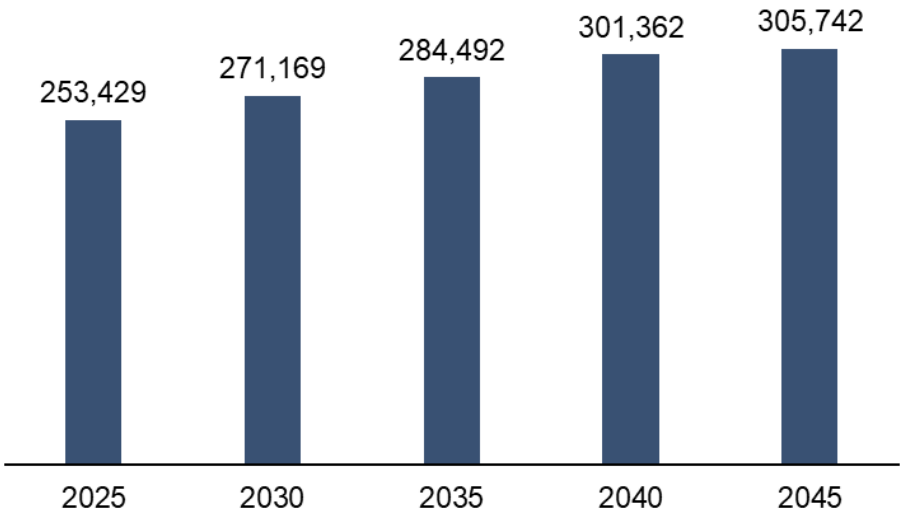


Figure 3-1: Water Service Area Population Forecast FY 2025 to FY 2045 in Five Year Increments

Population forecasts by jurisdiction within the City of Fort Lauderdale water utility service area were prepared using the population forecasts by TAZ obtained from the Broward County and Municipal Population Forecast and Allocation Model (PFAM). This model is used by the County to distribute county-wide population forecasts prepared by the University of Florida Bureau of Economic and Business Research (BEBR) to local municipalities and Traffic Analysis Zones (TAZ).

The populations within the TAZs and portions of TAZs that comprise each jurisdiction were identified from the County's model. These forecasts were adjusted to reflect the total population forecast reported for the Fort Lauderdale water service area by the SFWMD in its 2023-2024 Lower East Coast Water

Supply Plan Update. Table 3-1 presents the population for the City of Fort Lauderdale's water service area by jurisdiction in five-year increments from FY 2020 to FY 2045.

Table 3-1: Population by Jurisdiction, Actual 2020 and Forecasted 2025 to 2045

Jurisdiction	FY2020	FY2025	FY2030	FY2035	FY2040	FY2045
Fort Lauderdale	178,932	190,323	204,337	215,031	229,292	233,658
Broward County	6,415	6,843	6,917	7,157	7,402	7,394
Davie	504	488	495	489	497	488
Lauderdale by the Sea	4,241	4,271	4,318	4,237	4,227	4,137
Lauderhill	308	311	314	311	311	305
Lazy Lake Village	21	21	22	22	22	22
North Lauderdale	1,228	1,204	1,213	1,199	1,207	1,183
Oakland Park	33,890	36,151	37,080	38,560	40,004	40,051
Sea Ranch Lakes	308	304	307	302	301	296
Tamarac	1,692	1,967	2,083	2,333	2,571	2,670
Wilton Manors	11,545	11,546	14,082	14,852	15,526	15,538
Port Everglades	Population is included in Broward County					
Total	**239,084**	**253,429**	**271,169**	**284,492**	**301,362**	**305,742**

3.3 Areas of Self-Supply

There are no existing areas within the City of Fort Lauderdale's water service area that self-supply potable water. There are no plans for future domestic self-supplied systems.

3.4 Maps of Current and Future Served Areas

Figure 3-2 depicts the City of Fort Lauderdale water service area. The City of Fort Lauderdale provides water within the Fort Lauderdale as well as the following jurisdictions:

- City of Fort Lauderdale
- Broward County
- Town of Davie
- Town of Lauderdale by the Sea
- City of Lauderhill
- Village of Lazy Lake
- City of North Lauderdale
- City of Oakland Park
- Village of Sea Ranch Lakes
- City of Tamarac
- City of Wilton Manors
- Port Everglades

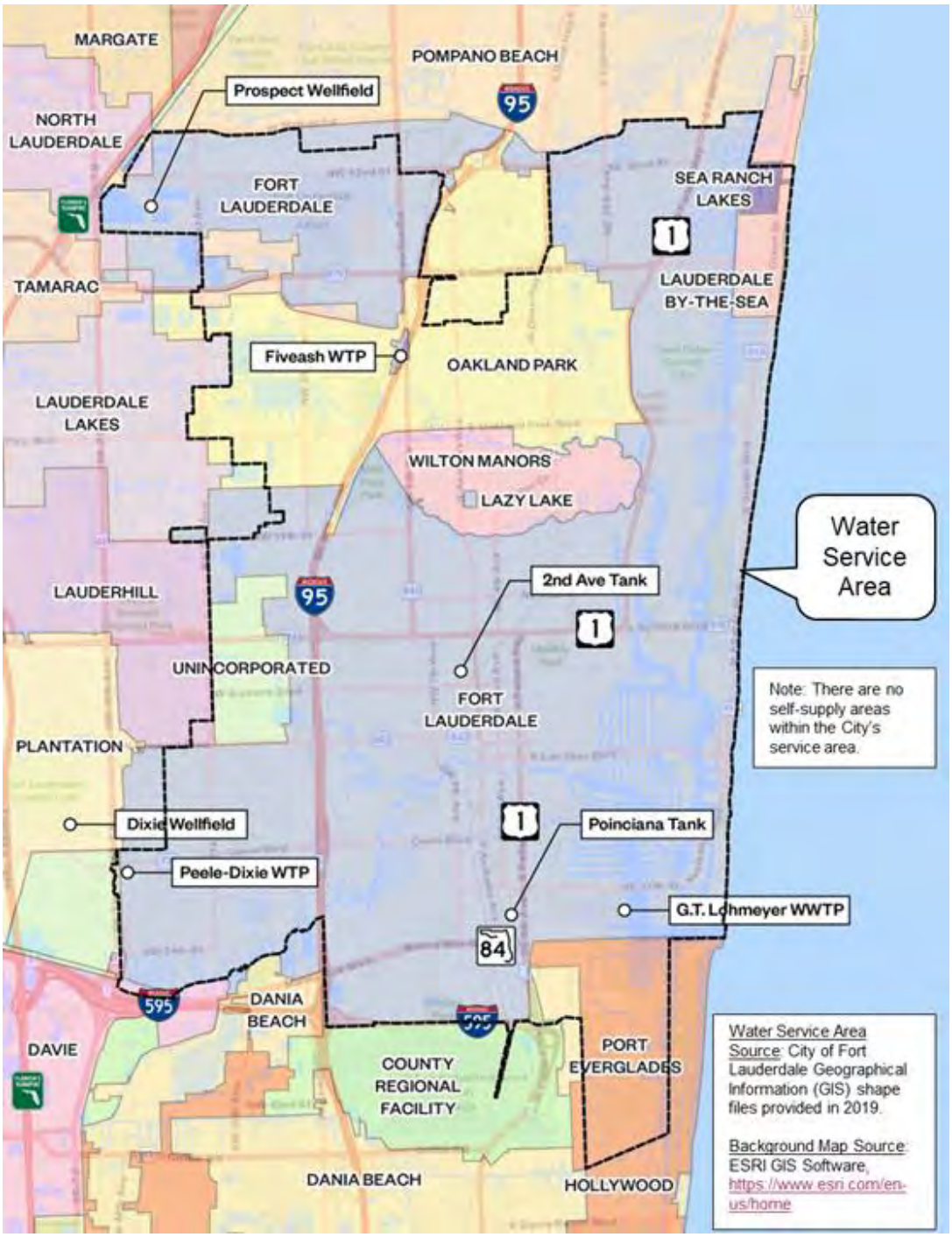


Figure 3-2: Water Service Area

Certain jurisdictions are fed through master meter accounts of an upstream consecutive user, as follows:

- Lazy Lake is a village contained entirely within the borders of the City of Wilton Manors and is fed through a Wilton Manors master meter.

The balance of the City's customers are supplied with water through individual retail customer water meters (multifamily, single family, commercial and irrigation accounts), including the following:

- City of Fort Lauderdale
- City of Lauderdale-by-the Sea
- Village of Sea Ranch Lakes
- Broward County
- City of Lauderhill

The City has no plans to alter the water service area in the future.

3.5 Fort Lauderdale Areas Served by Broward County

Certain areas of the City of Fort Lauderdale are served by either the Broward County District 1 WTP or the Broward County District 2A WTP as defined in Figure 3-3. For presentation purposes the City's service area is presented as the "North Service Area" and the "South Service Area". These are not terms used by the City, rather these terms are solely for the convenience of presenting the map below in this report.

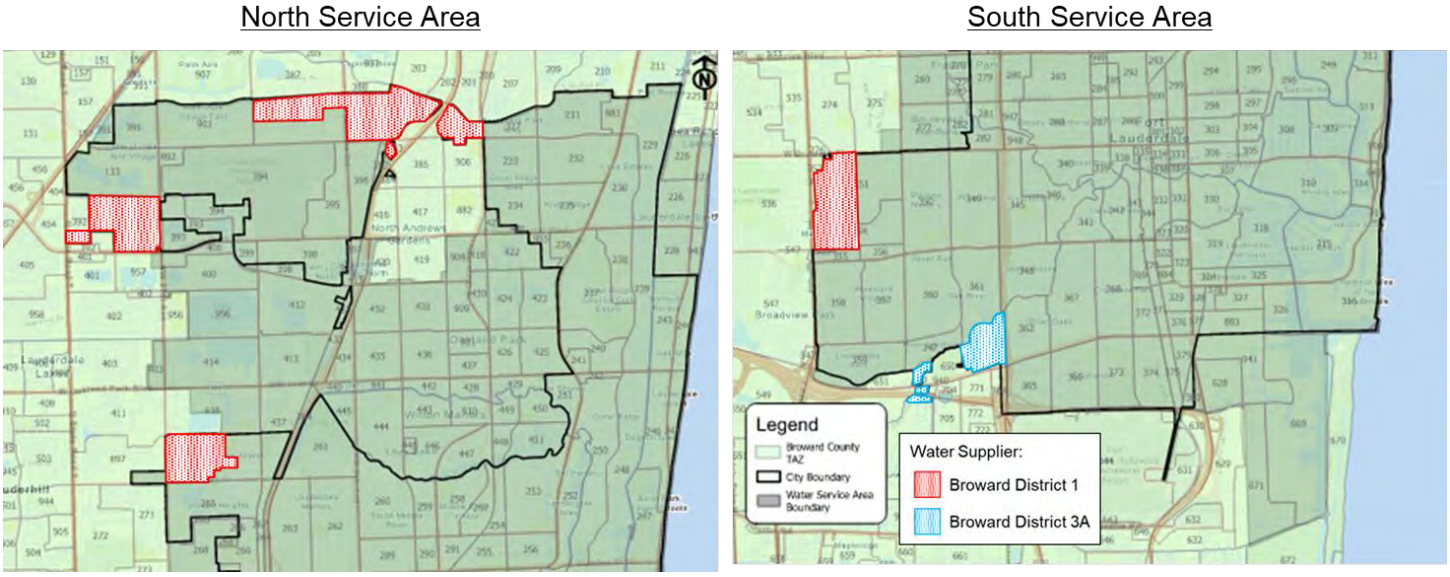


Figure 3-3: Map of Fort Lauderdale Areas Served by Broward County

3.6 Potable Water Level-of-Service Standard

The City of Fort Lauderdale has set level-of-service standards for its water system as summarized in Table 3-2. This table is based upon the CUSMP (Reiss Engineering, 2017) unless noted otherwise in the table.

Table 3-2: Water System Level-of-Service Standards

Component	Level-of-Service Standard / Goal	Does the City meet this LOS Goal?
Raw Water Supply	Maximum Day Demand with 20 percent of wells out of service for maintenance *Source: City of Fort Lauderdale standard design criteria.*	Yes
Treatment Capacity	Maximum day demand with all units in service *Source: (Committee of the Great Lakes-Upper Mississippi River Board of State Sanitary Engineers, 2022); Article 2.1.*	Yes
Minimum system pressure during peak hour demand with largest pump out of service during non-fire flow conditions	Maintain a minimum of 40 psi in the distribution system *Source: (Reiss Engineering, 2017); Table WA4-1.*	Yes
Minimum system pressure during maximum day demand plus fire flow	Maintain a minimum of 30 psi in the distribution system *Source: (Reiss Engineering, 2017); Table WA4-1.*	Yes
Finished Water Pumped Per Capita – City Goal	It is the City's goal to reduce the finished water pumped level of service to 170 gallons per capita per day through conservation by the year 2028 according the City's Comprehensive Plan Evaluation Measures SWS 3.1.2 and SWS 3.2.1. *Source: (City of Fort Lauderdale, 2020a).*	Yes
Finished Water Storage	Comply with FAC 62-555.320(19): minimum requirement of 25 percent of maximum day demand plus maximum fire flow volume with all tanks in service. Maximum fire flow storage based upon a 5,000 gallons per minute (gpm) fire over a four-hour period. *Source: Florida Administrative Code, Rule 62-555.320(19).*	Yes
Maximum Distribution System Water Loss	10 Percent of Finished Water Pumped *Source: (SFWMD, 2022); Article 4.1.2.*	No

3.7 Historical Finished Water

Table 3-3 presents the historical finished water demand for the City's water service area from 2020 to 2024. Finished water average day per capita (averaged from 2020 to 2024) is 155.9 gpcd. Finished water max day factor (average from 2022 to 2024) is 1.19.

Table 3-3 Historical Finished Water Demand

Fiscal Year	Water Service Area Population	Finished Water Demand					
		Annual Finished Water Pumped (MGY)	Avg Day Demand (mgd)	Avg Day Per Capita (gpcd)	Max Day Factor	Max Day Demand (mgd)	Max Day Per Capita (gpcd)
2020	239,084	13,321	36.39	152.6	1.30	47.20	197.4
2021	243,077	14,230	38.99	160.4	1.17	45.54	187.4
2022	245,665	14,308	39.20	159.6	1.17	46.01	187.3
2023	248,253	13,981	38.30	154.3	1.21	46.26	186.4
2024	250,841	13,956	38.13	152.4	1.19	45.51	181.5

3.8 Finished Water Demand Forecast

Figure 3-4 illustrates the finished water demand forecast on an annual average day and maximum day basis for the City's water service area for fiscal years 2025 to 2045 in five-year increments.

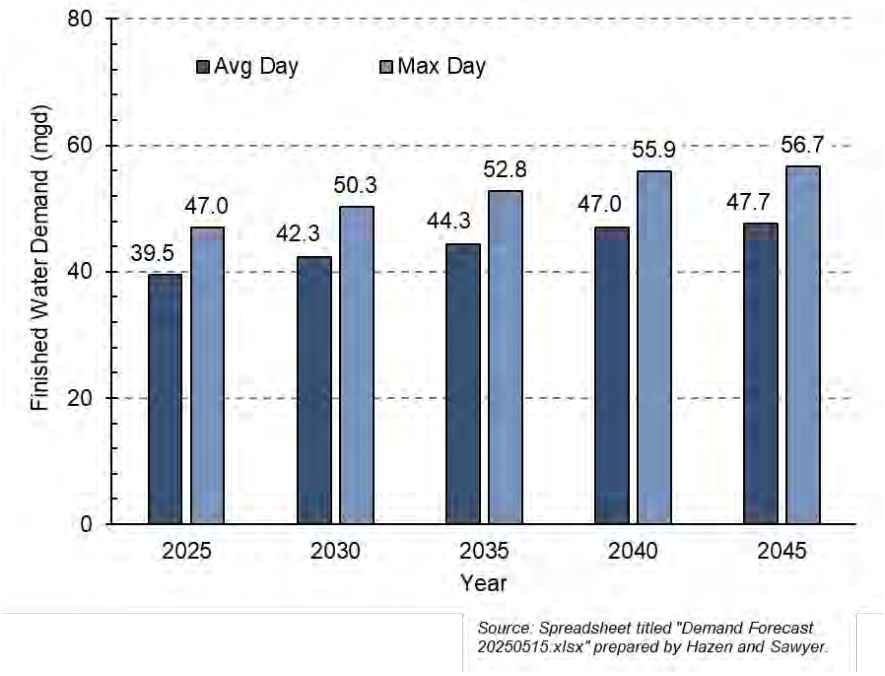


Figure 3-4: Finished Water Demand Forecast FY 2025 to FY 2045 in Five-Year Increments

3.9 Finished Water Production Capacity is Adequate to Meet Demand

Figure 3-5 illustrates that water treatment plant finished water production capacity is adequate to meet demand through the year 2045.

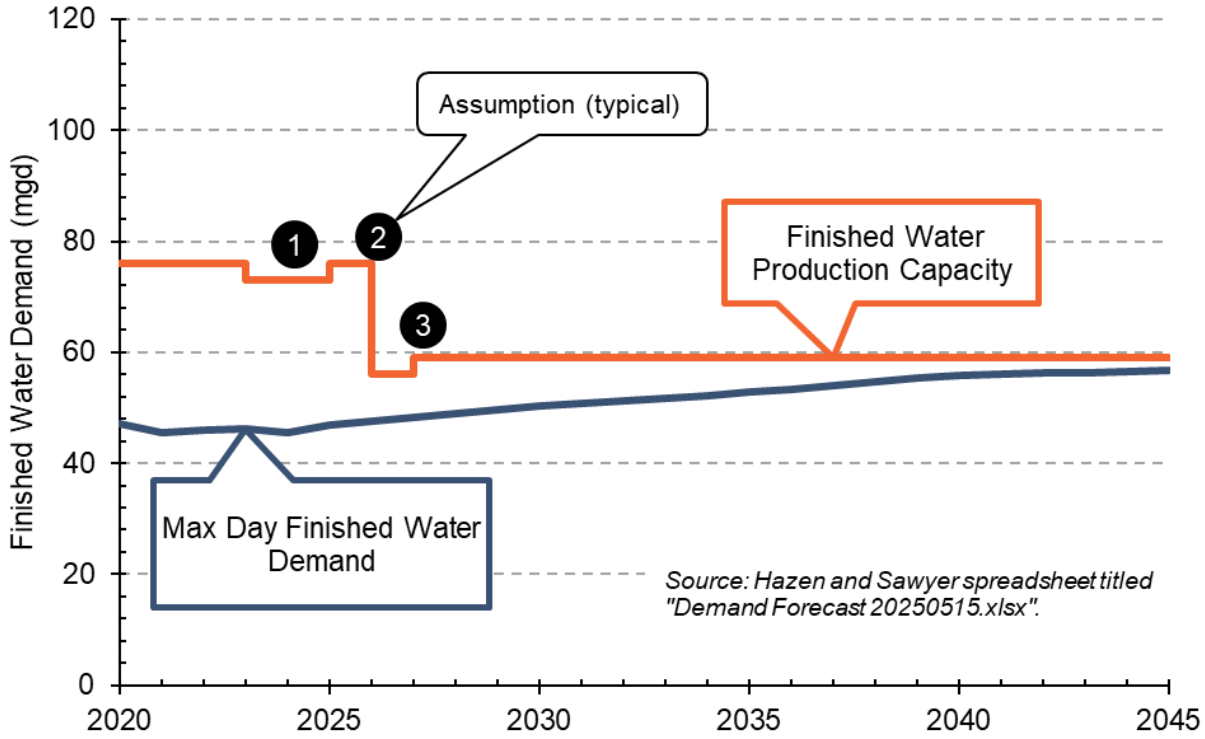


Figure 3-5: Max Day Finished Water Demand Versus Finished Water Production Capacity

The figure above is based on certain key assumptions, as follows:

- Assumption 1: The Peele-Dixie membrane plant finished water capacity was reduced from 6.0 mgd to 3.0 mgd due to maintenance challenges in 2023. The City is working to address these maintenance challenges. The City was able to increase the Peele-Dixie membrane plant finished water capacity from 3.0 mgd to 6.0 mgd (two membrane trains) on May 28, 2025.
- Assumption 2: The PLCWC will go on-line and the Fiveash WTP treatment facilities will go offline in 2026.
- Assumption 3: The Peele-Dixie membrane plant finished water capacity will be increased from 6.0 mgd to 9.0 mgd in 2027 after resolution of all maintenance challenges.

3.10 Biscayne Aquifer Raw Water Demand Forecast

Figure 3-6 illustrates that annual average Biscayne aquifer raw water demand through the year 2045. This figure illustrates that the City's current water use permit limit[5] is adequate to meet demand through the year 2045. Hence, alternative water supply is not likely to be needed assuming the per capita remains stable and population growth increases as forecast.

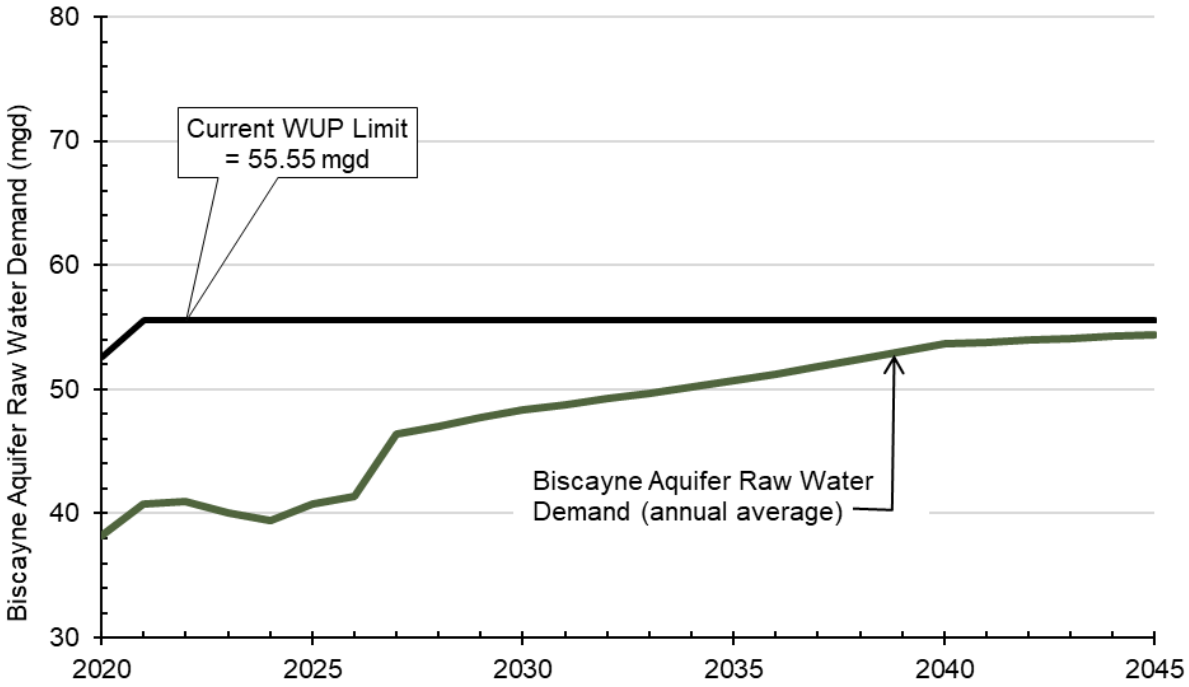


Figure 3-6: Raw Water Demand Versus Water Use Permit Limit

3.11 Raw Water Demand by Jurisdiction

Table 3-4 presents the Biscayne aquifer raw water demand on an annual average basis, broken down by municipal jurisdictions within the City of Fort Lauderdale's water service area. All values are in mgd.

Table 3-4: Annual Average Raw Water Demand by Jurisdiction (mgd)

Jurisdiction	FY2020	FY2025	FY2030	FY2035	FY2040	FY2045
Fort Lauderdale	27.58	29.69	35.26	37.14	39.65	40.41
Broward County	0.989	1.067	1.194	1.236	1.280	1.279

[5] The water use permit limit is shown as 55.55 mgd. It is noted that the 55.55 mgd is composed to two parts. The first part is the base condition of 52.55 mgd. The second part is 3.0 mgd which is the allowable offset from the C-51 reservoir.

Table 3-4: Annual Average Raw Water Demand by Jurisdiction (mgd)

Jurisdiction	FY2020	FY2025	FY2030	FY2035	FY2040	FY2045
Davie	0.078	0.076	0.085	0.084	0.086	0.084
Lauderdale by the Sea	0.654	0.666	0.745	0.732	0.731	0.716
Lauderhill	0.047	0.049	0.054	0.054	0.054	0.053
Lazy Lake Village	0.003	0.003	0.004	0.004	0.004	0.004
North Lauderdale	0.189	0.188	0.209	0.207	0.209	0.205
Oakland Park	5.22	5.64	6.40	6.66	6.92	6.93
Sea Ranch Lakes	0.047	0.047	0.053	0.052	0.052	0.051
Tamarac	0.261	0.307	0.359	0.403	0.445	0.462
Wilton Manors	1.78	1.80	2.43	2.57	2.68	2.69
Port Everglades	1.33	1.24	1.37	1.37	1.37	1.37
Total	**38.2**	**40.8**	**48.2**	**50.5**	**53.5**	**54.3**

3.12 Finished Water Demand by Jurisdiction

Table 3-5 presents the finished water demand on an annual average basis, broken down by municipal jurisdictions within the City of Fort Lauderdale's water service area. All values are in mgd.

Table 3-5: Annual Average Finished Water Demand by Jurisdiction (mgd)

Jurisdiction	FY2020	FY2025	FY2030	FY2035	FY2040	FY2045
Fort Lauderdale	26.36	28.76	30.94	32.60	34.82	35.50
Broward County	0.945	1.034	1.047	1.085	1.124	1.123
Davie	0.074	0.074	0.075	0.074	0.075	0.074
Lauderdale by the Sea	0.625	0.645	0.654	0.642	0.642	0.628
Lauderhill	0.045	0.047	0.048	0.047	0.047	0.046
Lazy Lake Village	0.003	0.003	0.0033	0.003	0.003	0.003
North Lauderdale	0.181	0.182	0.184	0.182	0.183	0.180
Oakland Park	4.99	5.46	5.61	5.85	6.08	6.08
Sea Ranch Lakes	0.045	0.046	0.0465	0.046	0.046	0.045
Tamarac	0.249	0.297	0.315	0.354	0.390	0.406
Wilton Manors	1.70	1.74	2.13	2.25	2.36	2.36
Port Everglades	1.27	1.21	1.21	1.21	1.21	1.21
Total	**36.5**	**39.5**	**42.3**	**44.3**	**47.0**	**47.7**

4. Alternative Water Supply Plan

4.1 Introduction

This section outlines the City of Fort Lauderdale's strategy for implementing an alternative water supply should it become necessary due to a forecasted water supply deficit. According to the demand forecast presented in this report, a Floridan aquifer alternative water supply is currently unnecessary.

However, demand forecasts are based on various assumptions which may change as growth occurs, potentially necessitating an alternative water supply earlier than anticipated. Therefore, the City has proactively developed a detailed plan for the implementation of an alternative water supply, as described below.

4.2 Existing C51-Reservoir Phase 1 Alternative Water Supply

The City purchased a 3.0 mgd offset from Palm Beach Aggregates LLC for C-51 Reservoir Phase 1. To date the City has not requested supply via offsets from the C-51 Reservoir Phase 1. Once the PLCWC goes into service, the City's Biscayne demand will increase due to the transition of treatment technology. The City will likely need to begin utilizing a portion of its C-51 Reservoir Phase 1 offset in 2027 to meet its maximum month demands.

4.3 Future Expansion of the Peele-Dixie WTP with Floridan Aquifer Supply and Treatment

A Biscayne aquifer water supply shortfall is not expected over the next 20 years. If water demand increases more than forecasted, the City has planning documents to implement an alternative water supply through reverse osmosis (RO) treatment of the Floridan aquifer. These planning documents are shown in Figure 4-1 and are titled "Floridan Aquifer Conceptual Plan for the Dixie Wellfield" (Hazen and Sawyer, 2008a) and "Peele-Dixie Reverse Osmosis Basis of Design Report" (Hazen and Sawyer, 2008b). The City reserves the right to modify this plan based on the findings of ongoing studies and future CUSMP updates. Additionally, this plan may be altered as new data emerges regarding potential risks from unexpected changes to water quality in the Floridan aquifer. The cost for implementing this project is presented in Section 5.



Figure 4-1: Alternative Water Supply Planning Documents

4.4 Floridan Aquifer Wells Identified in Water Use Permit

The City's water use permit (No. 06-00123-W) identifies potential Floridan aquifer wells at the approximate locations identified in Figures 4-2 and 4-3. Note that FAS-1 and FAS-2 at the Dixie Wellfield are existing; constructed in 2007 for testing and data collection.



Figure 4-2: Potential Future Floridan Aquifer Wells at Prospect Wellfield

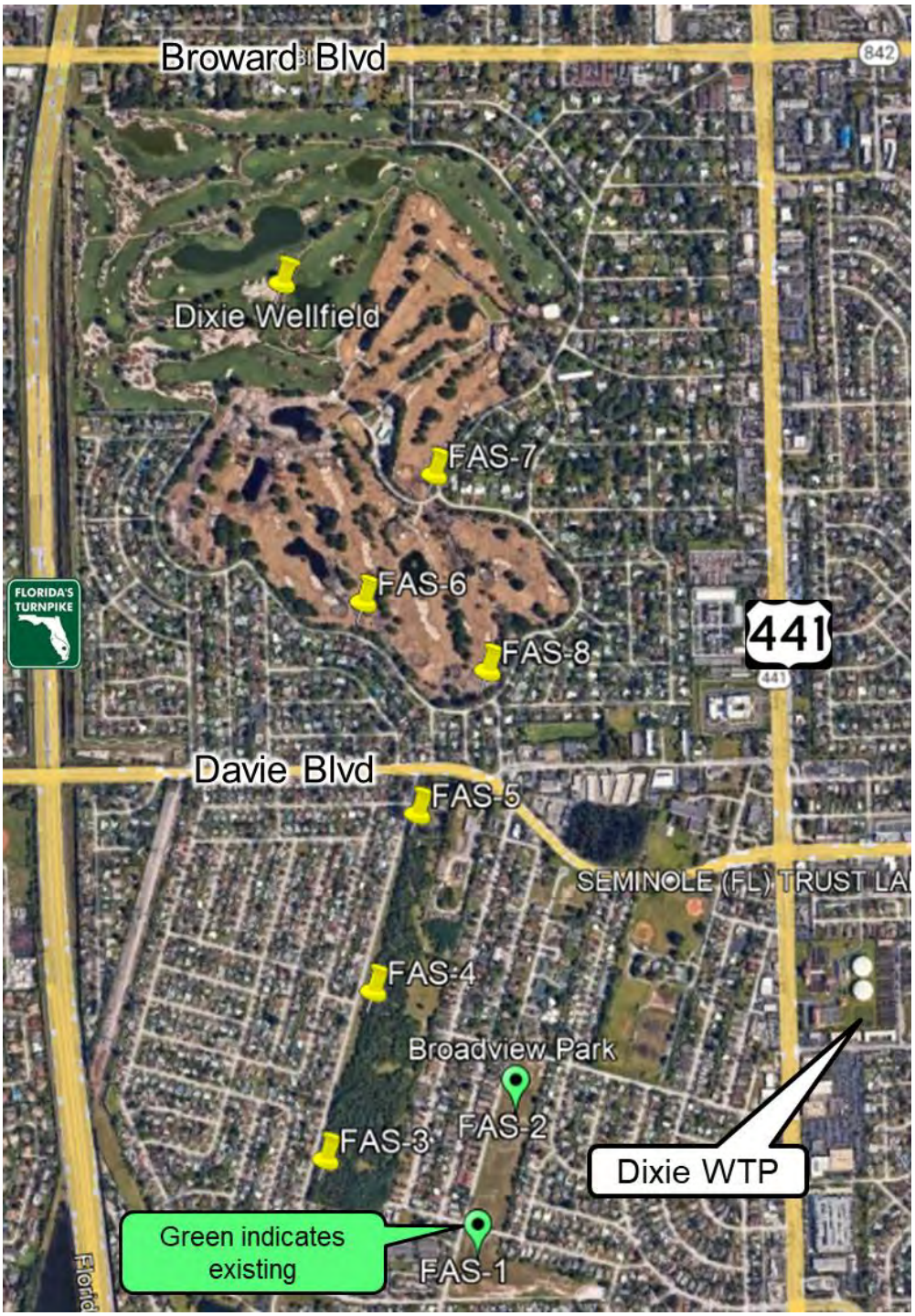


Figure 4-3: Potential Future Floridan Aquifer Wells at Dixie Wellfield

5. Capital Improvements Program

5.1 Introduction

This section provides a brief description of the City of Fort Lauderdale Capital Improvements Program (Fort Lauderdale uses the term "Community Investment Plan") for Water Supply.

5.2 Water Supply, Treatment and Distribution Capital Improvements Schedule for FY2025 through FY2029

Table 4-1 presents City of Fort Lauderdale's Community Investment Plan (CIP) for fiscal year 2024 – 2029 schedule for traditional water supply, treatment, storage, and distribution system infrastructure projects. The CIP costs include engineering services along with construction costs. The projects are intended to be implemented over the next five years to maintain the City's existing level of service standards. The CIP projects do not expand or diversify water supply capacity over the next five years.

5.3 Dixie Floridan Water Supply / Treatment Project

5.3.1 Introduction: 2008 Alternative Water Supply Planning Documents

In 2008, the City completed conceptual plans for implementing 6-mgd of finished water capacity reverse osmosis (RO) at the Peele-Dixie WTP along with five Floridan aquifer wells. The planning documents are titled "Floridan Aquifer Conceptual Plan for the Dixie Wellfield" (Hazen and Sawyer, 2008a) and "Peele-Dixie Reverse Osmosis Basis of Design Report" (Hazen and Sawyer, 2008b). This alternative water supply project is designated the "Dixie Floridan Water Supply / Treatment Project".

5.3.2 Schedule

The alternative water supply planning documents outline the design criteria for the City to implement the Dixie Floridan Water Supply / Treatment Project before the demand surpasses the withdrawal limits of the City's Biscayne aquifer. The project is estimated to take approximately five years to complete.

No Biscayne aquifer water supply shortage is anticipated for the next 20 years. If demand exceeds projections, the City will implement the alternative water supply outlined in the planning documents mentioned earlier. This plan may be revised based on the findings of future studies, future demand forecast updates, and new information regarding risks from unforeseen changes in aquifer water quality.

5.3.3 Cost

The costs for implementing 6-mgd of finished water capacity RO at the Peele-Dixie WTP along with five FAS wells are presented in the reports titled "Floridan Aquifer Conceptual Plan for the Dixie Wellfield" and "Peele-Dixie Reverse Osmosis Basis of Design Report". The total cost presented in these reports is

$36.7 in 2008 dollars. The cost presented in the 2008 planning documents is no longer valid due to cost escalation caused by many factors. Based on the publicly available cost data for the membrane plant and Floridan aquifer wellfield in construction in Riviera Beach, Florida the cost (construction plus engineering) for the Dixie Floridan Water Supply / Treatment Project is estimated at $114 million in 2025 dollars. This is a Class 5 estimate as defined by Association for the Advancement of Cost Engineering (AACE) International. The expected accuracy of this estimate is +50% to -30%.

5.3.4 Coordination With the 2023-2024 LECWSP Update

The City has coordinated with the SFWMD to include the Dixie Floridan Water Supply / Treatment Project in the 2023-2024 Lower East Coast Water Supply Plan Update, Appendix B, page B-21 (SFWMD, 2024a).

5.3.5 Funding

The cost for the Dixie Floridan Water Supply / Treatment Project is not currently included in the City's CIP. The City will incorporate this project into future CIPs in its budgeting process if it becomes warranted based on demand and other factors. Furthermore, the City will escalate the cost of the project to future years using standard cost indexing practices. The City will determine the funding source for this project during future CIP budgeting.

5.4 Projects Needed Beyond the Five-Year CIP

The City's Comprehensive Utility Strategic Master Plan (CUSMP), completed by Reiss Engineering, Inc., in 2017 is a planning document that evaluated the City's water and wastewater systems and recommends improvements to maintain or improve levels of service over a twenty-year period ending in 2036. The CUSMP recommended approximately $1.2 billion in projects. The City continues to evaluate the recommendations of the CUSMP and prioritize the recommended projects for inclusion in its CIP. An update of the CUSMP is planned for late 2027. The procurement of an engineering consultant is ongoing.

Table 5-1: Five Year (FY2025 to FY2029) Water Supply, Treatment and Distribution Community Investment Plan

Project No.	Project Title	Fund	Unspent Balance as of 8/21/2024	Available Balance as of 8/21/2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
FY20221026	Palm Aire Village East Watermain Rehabilitation	452	-	-	$3,386,011	-	-	-	-	$3,386,011
P11465	17th Street Causeway- Large Watermain Replacement	452	-	-	$3,000,000	-	-	-	-	$3,000,000
P12604	Small Water Main Replacement - Hendricks Isle	452	-	-	$2,000,000	-	-	-	-	$2,000,000
P12803	Poinsettia Drive Small Watermain Improvements	452	-	-	$1,500,000	-	-	-	-	$1,500,000
FY20150181	Lauderhill Small Watermains Replacement	454	-	-	-	$537,963	$3,187,227	-	-	$3,725,190
FY20150184	Coral Ridge Country Club Small Watermain	454	-	-	-	$847,081	$5,999,121	-	-	$6,846,202
FY20150228	Analysis of Chemical Addition Systems-Peele Dixie	454	-	-	-	$162,000	-	-	-	$162,000
FY20190737	Peele Dixie Membrane Replacement	454	-	-	-	-	$1,802,130	-	-	$1,802,130
NEW-005133	Antioch Ave. From Riomar St.to Vistamar St. Watermains	454	-	-	-	-	-	$900,000	-	$900,000
NEW-094105	Prospect Wellfield West Generator Replacement	454	-	-	-	-	-	$2,482,903	-	$2,482,903
NEW-123966	SW 11 Ct from SW 9 Ave to SW 8 Ter Water Main Replacement	454	-	-	-	-	-	-	$507,912	$507,912
NEW-504278	Las Olas Boulevard Watermain Replacement	454	-	-	-	-	-	-	$10,385,229	$10,385,229
NEW-506357	SE Croissant Park Water Main Upgrades	454	-	-	-	-	-	$6,704,892	-	$6,704,892

Table 5-1: Five Year (FY2025 to FY2029) Water Supply, Treatment and Distribution Community Investment Plan

Project No.	Project Title	Fund	Unspent Balance as of 8/21/2024	Available Balance as of 8/21/2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
NEW-652759	Palm Aire East Water Main Upgrades	454	-	-	-	-	-	$1,500,000	-	$1,500,000
NEW-877588	Water Main Crossing of the Intracoastal at Oakland Park Boulevard	454	-	-	-	-	-	$1,573,233	-	$1,573,233
P10814	Central New River Watermain River Crossings	454	$960,222	$146,582	-	-	-	-	-	$960,222
P11465	17th Street Causeway- Large Watermain Replacement	454	$299,500	$73,972	-	-	-	-	-	$299,500
P11589	Fiveash WTP Disinfection Improvements	454	$12,685	$2,315	-	-	-	-	-	$12,685
P11887	NW Second Ave Tank Restoration	454	$66,751	$66,751	-	-	-	-	-	$66,751
P12294	Fiveash WTP Electrical Voltage Upgrade	454	$281,388	$247,574	-	-	-	-	-	$281,388
P12296	New Utilities Central Laboratory - Peele Dixie Water	454	-	-	$2,122,382	$1,209,000	-	-	-	$3,331,382
P12393	Fiveash Electrical System Replacement	454	-	-	$3,191,519	-	-	-	-	$3,191,519
P12401	Prospect Wellfield Bonding & Grounding Test	454	$97,216	$97,216	-	-	-	-	-	$97,216
P12403	Peele-Dixie WTP Chemical Storage Improvements	454	$1,283,080	$987,765	-	$1,892,534	-	-	-	$3,175,614
P12416	Watermain Improvements Area 1	454	-	-	$1,571,938	-	-	-	-	$1,571,938
P12417	Misc Water Quality Improvements	454	$69,000	$69,000	-	-	-	-	-	$69,000

Table 5-1: Five Year (FY2025 to FY2029) Water Supply, Treatment and Distribution Community Investment Plan

Project No.	Project Title	Fund	Unspent Balance as of 8/21/2024	Available Balance as of 8/21/2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
P12476	Fiveash Wellfield Pump Replacement	454	$556,060	$556,060	-	-	-	-	-	$556,060
P12485	Fiveash WTP Filters Rehabilitation	454	$151,767	$151,767	-	-	-	-	-	$151,767
P12564	C-51 Reservoir	454	$90,130	$90,130	-	-	-	-	-	$90,130
P12581	Peele Dixie WTP Facility Improvements	454	$435,000	$435,000	-	-	-	-	-	$435,000
P12604	Small Water Main Replacement - Hendricks Isle	454	$1,498,066	$1,246,918	-	-	-	-	-	$1,498,066
P12704	Replace A/C Back Unit Peele Dixie Membrane Bldg.	454	$3,463	$3,463	-	-	-	-	-	$3,463
P12727	Fiveash Water Treatment Plant Valves Replacement	454	$133,130	$133,130	-	-	-	-	-	$133,130
P12765	New Water Treatment Plant - Prospect Lake WTP	454	$20,322,691	$9,277,404	-	-	-	-	-	$20,322,691
P12787	Lead and Copper Rule Revision (LCRR) Compliance Program	454	$1,600,000	$1,600,000	-	-	-	-	-	$1,600,000
P12802	SW 29th Street Small Watermains	454	$827,200	$827,100	-	-	-	-	-	$827,200
P12803	Poinsettia Drive Small Watermain Improvements	454	$119,816	$68,428	-	-	-	-	-	$119,816
P12805	Small Watermain Abandonment - SE 25th Avenue	454	$88,518	$65,763	-	$551,199	-	-	-	$639,717
P12808	North Andrews FEC Railway Watermain Replacement	454	$218,847	$176,108	-	$252,359	-	-	-	$471,206
P12823	Laudergate Isles Small Watermain Improvements	454	-	-	-	-	$444,773	$642,436	-	$1,087,209

Table 5-1: Five Year (FY2025 to FY2029) Water Supply, Treatment and Distribution Community Investment Plan

Project No.	Project Title	Fund	Unspent Balance as of 8/21/2024	Available Balance as of 8/21/2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
P12827	Small Water Main Replacement - SW 31st Avenue	454	-	-	-	$985,661	-	-	-	$985,661
P12868	Wellfield Communications	454	$300,000	$300,000	$208,415	$300,000	-	-	-	$808,415
P12869	Excavate and Dispose of Dry Lime Sludge	454	$1,936,372	$1,890,077	$3,000,000	$3,000,000	-	-	-	$7,936,372
P12871	Fiveash Replacement of the Rotary Mechanisms Recirculation	454	$854,988	$854,988	$69,032	-	-	-	-	$924,020
23WSCIP	Line of Credit Project Funding	493	$8,043,767	$8,043,767	-	-	-	-	-	$8,043,767
P11465	17th Street Causeway- Large Watermain Replacement	493	$5,205,708	$5,205,708	-	-	-	-	-	$5,205,708
P12462	Coral Ridge Small Watermain Improvements	493	$4,936,912	$4,936,912	-	-	-	-	-	$4,936,912
P12827	Small Water Main Replacement - SW 31st Avenue	493	$3,858,449	$3,858,449	-	-	-	-	-	$3,858,449
P12765	New Water Treatment Plant - Prospect Lake WTP	494	$140,606,050	$67,158,533	-	-	-	-	-	$140,606,050
P10814	Central New River Watermain River Crossings	495	$182,392	$64,037	-	-	-	-	-	$182,392
P11465	17th Street Causeway- Large Watermain Replacement	495	$5,189,782	$5,189,782	-	-	-	-	-	$5,189,782
P11589	Fiveash WTP Disinfection Improvements	495	$12,687,827	$8,120,474	-	-	-	-	-	$12,687,827
P12400	Prospect Wellfield Electric Studies & Testing	495	$183,832	$183,832	-	-	-	-	-	$183,832

Table 5-1: Five Year (FY2025 to FY2029) Water Supply, Treatment and Distribution Community Investment Plan

Project No.	Project Title	Fund	Unspent Balance as of 8/21/2024	Available Balance as of 8/21/2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
P12462	Coral Ridge Small Watermain Improvements	495	$4,936,912	$4,936,912	-	-	-	-	-	$4,936,912
P12803	Poinsettia Drive Small Watermain Improvements	495	$186,313	-	-	-	-	-	-	$186,313
P12827	Small Water Main Replacement - SW 31st Avenue	495	$3,849,971	$3,427,670	-	-	-	-	-	$3,849,971
P12917	Peele Dixie WTP Variable Frequency Drive	495	$485,413	$485,413	-	-	-	-	-	$485,413
P12765	New Water Treatment Plant - Prospect Lake WTP	497	$244,588,498	$736,631	-	-	-	-	-	$244,588,498
P12716	Advanced Metering Infrastructure Implementation	498	$51,086,281	-	-	-	-	-	-	$51,086,281
		Total	**$518,233,997**	**$131,715,631**	**$20,049,297**	**$9,737,797**	**$11,433,251**	**$13,803,464**	**$10,893,141**	**$584,150,947**

6. Regional Issues

6.1 Introduction

A description of regional water supply planning issues that impact the City of Fort Lauderdale, including the below, are presented in this section.

- Climate Change
- Sea Level Rise
- ILA for Cost Sharing for Salinity Distribution Evaluation Agreement
- Saltwater Intrusion
- Regional Water Availability Rule
- C-51 Reservoir, Phase 1 Project
- Regional Climate Action Plan
- Central and Southern Florida Flood Resiliency Study
- Lake Okeechobee Surface Water Allocation Limitations
- Lowering Lake Okeechobee Level
- Infrastructure Planned to Attenuate Damaging Peak Flow Events from Lake Okeechobee
- Expanded Use of Reclaimed Water to Meet Future Water Supply Demands
- East Coast Floridan Aquifer System Groundwater Model
- Conclusions of the East Coast Floridan Aquifer System Groundwater Model May Not Represent the Actual Risk of Future Water Quality Degradation
- Other Potential Floridan Aquifer Risk Factors
- Wellfield Management to Prevent Undesirable Changes in Floridan Aquifer Water Quality

6.2 Climate Change

Investigations and evaluations conducted at the national, regional, and local levels have reinforced the need to plan for the predicted impacts of more frequent and severe drought, increases in tidal and storm-related flooding, and ensuring that future planning efforts are flexible to adapt to changes to ensure a sustainable water supply infrastructure.

The City of Fort Lauderdale, together with its municipal and regional partners, understands that it is imperative that local governments and water utilities begin to formalize the integration of water supply and climate change considerations as part of coordinated planning efforts and work to provide relevant updates to the 10-year Water Supply Facilities Work Plan and enhance Goals, Objectives and Policies (GOPs) of its comprehensive plan.

The City is a leader in developing planning tools and identifying achievable and cost-effective goals that meet the needs of its community. The City fully supports the Southeast Florida Regional Climate Change Compact. Furthermore, it recently issued the "Fort Lauderdale Net Zero Plan" which outlines strategies to achieve net zero greenhouse gas emissions by 2050. It includes energy efficiency, renewable energy adoption, transportation electrification, waste reduction, and urban greenery expansion, aiming for a 70% reduction in community emissions by 2040 and 97% by 2050 (City of Fort Lauderdale, 2025b).

Key considerations relative to climate change include: 1) Sea level rise and 2) saltwater intrusion. These topics are presented in the following subsections.

6.3 Sea Level Rise

The City of Fort Lauderdale is a participant in the Southeast Florida Regional Climate Change Compact. The Compact is an ongoing collaborative effort among the participants (local communities, regulatory agencies, along with Broward, Miami-Dade, Monroe and Palm Beach Counties) to foster sustainability and climate resilience on a regional scale.

Development of cost-effective sea level rise adaptation strategies to ensure the sustainability of the City's water supply is critical to all ongoing planning efforts. To facilitate planning, the Southeast Florida Regional Climate Change Compact developed the sea level rise graphic (Southeast Florida Regional Climate Change Compact, 2019) illustrated in Figure 6-1. The Southeast Florida Regional Climate Change Compact issued a statement in 2024 confirming continued use of the 2019 sea level rise graphic (Southeast Florida Regional Climate Change Compact, 2024). The 2019 sea level rise projection is being used as the basis for planning throughout the region.

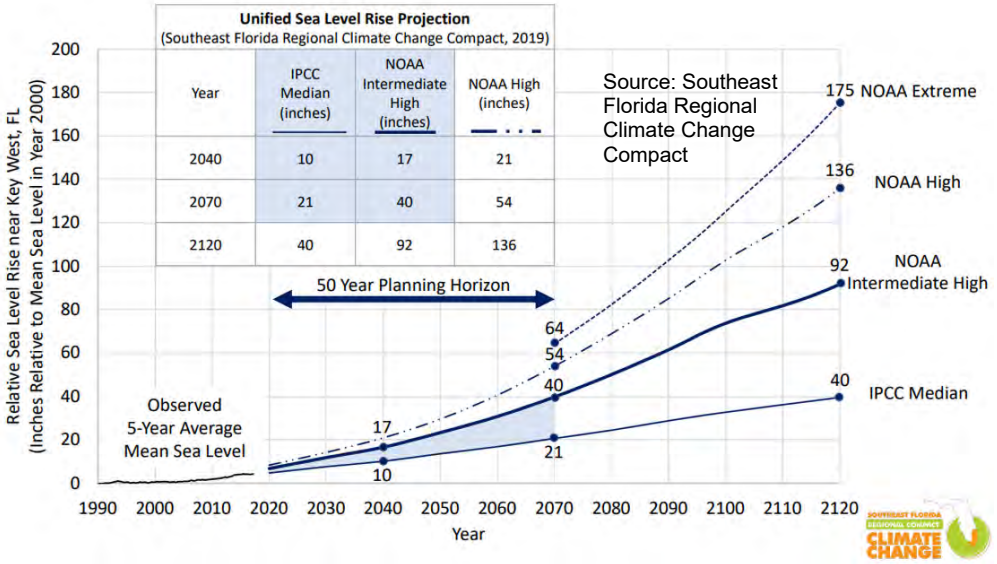


Figure 6-1: Sea Level Rise

6.4 ILA for Cost Sharing for Salinity Distribution Evaluation Agreement

The City contributed funding for Broward County and the United States Geological Survey (USGS) via the Interlocal Agreement titled "Cost Sharing Support of USGS Project for Evaluation of Changes to the Salinity Distribution Within the Surficial Aquifer Under Projected Future Hydrologic Conditions, Broward County, Florida" (City of Fort Lauderdale, 2023). Under this agreement, a variable density, numerical groundwater model capable of simulating the three-dimensional distribution of salinity within the surficial aquifer is being developed. The model could be used to simulate the encroachment of the saltwater front further into Broward County under various projections of future hydrologic conditions. The City is carefully following the development of this model.

6.5 Saltwater Intrusion

The Biscayne aquifer which serves as the City's primary water supply is a shallow, surficial aquifer characterized by limestone karst geology which is highly porous and transmissive. Coastal saltwater intrusion of the aquifer has occurred in eastern parts of Broward County. The mapping of the saltwater intrusion front (i.e., the depth and location of the 250 mg/L chloride concentration toe) is supported by local governments throughout the region, USGS, and the South Florida Water Management District (SFWMD). The saltwater interface map for Broward County is available at this link: 2024 Saltwater Map (SFWMD, 2024b).

The City reports that it estimates that approximately 20 million gallons of groundwater per day enters its gravity sewer system via infiltration. The City believes that decreasing infiltration (sewer leaks) would mitigate saltwater intrusion issues.

The 2024 Saltwater Map referenced above indicates that the 250 mg/L isochlor is approximately 1.9 miles to the southeast of the Prospect wellfield. Furthermore, the 2024 Saltwater Map indicates the 250 mg/L isochlor might be in the vicinity of the City's Dixie wellfield as illustrated in Figure 6-2. The mapping data issued by the SFWMD indicates the isochlor shown in red on the figure below is "location uncertain".

The City has operated the Dixie wellfield since the mid-1920s. Based on the City's data, there is no evidence of saltwater intrusion into the production zone (approximately 90 to 125 feet below land surface) of the City's Dixie wellfield. Hence, it is likely that the depth of the isochlor indicated in red in the figure below is much deeper than the region that the production interval . Given the uncertainty indicated by the SFWMD it is recommended that the City continue to invest in its partnership with Broward County and USGS to refine a groundwater model described in the section above along with careful monitoring of its water quality data. Additionally, the City will continue to study this issue during the update of its CUSMP.

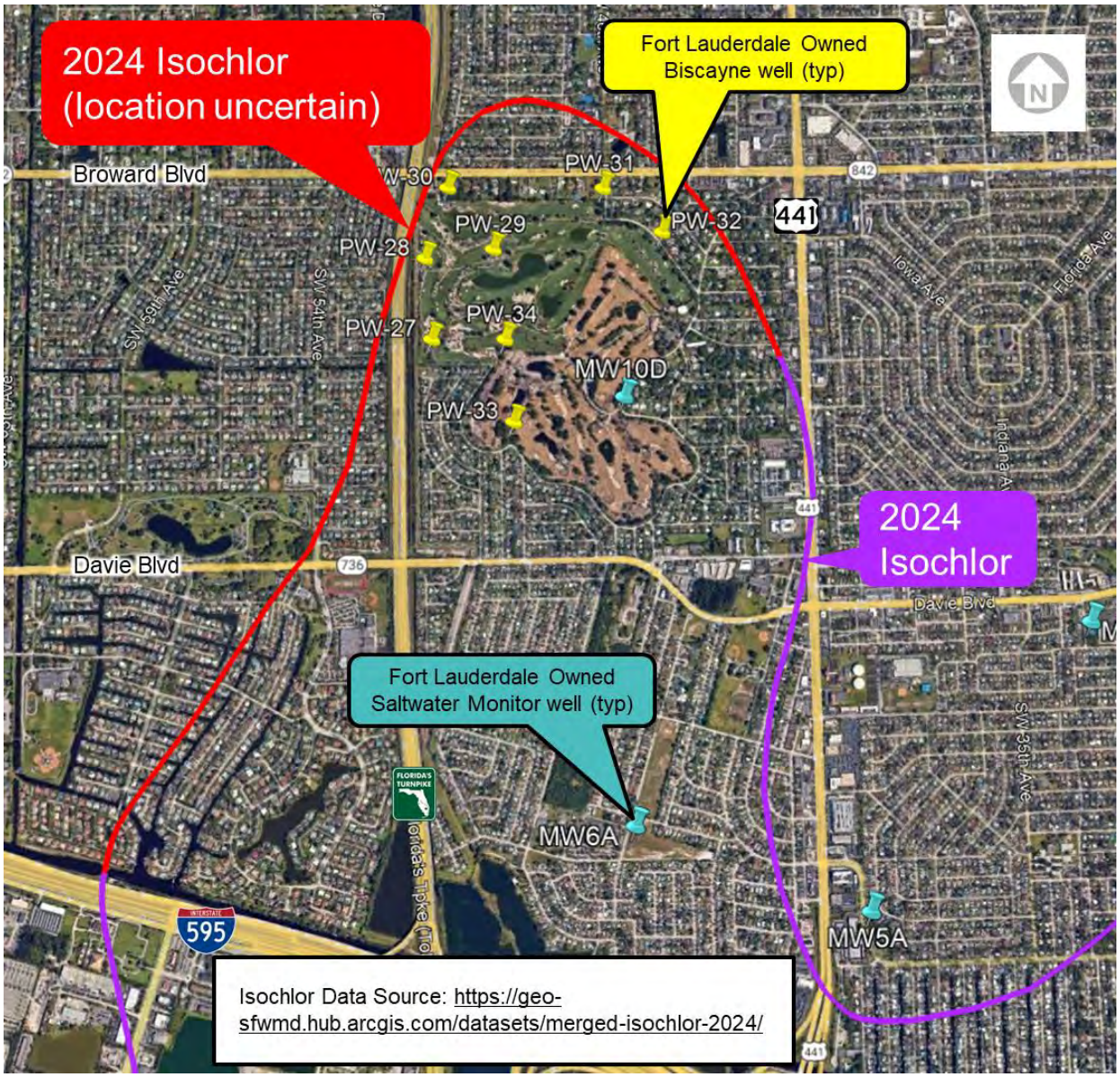


Figure 6-2: 250 mg/L Isochlor in the Vicinity of the Dixie Wellfield

The City has been proactively managing saltwater intrusion risk through a combination of managing wellfield pumpage and the collection of data from 10 saltwater monitoring wells constructed in 2002. Furthermore, the City has replaced these wells over time as the need arose. Ten saltwater monitoring wells are operational. Table 6-1 summarizes the location of the City's saltwater monitoring wells.

Table 6-1: Fort Lauderdale Owned Saltwater Monitoring Wells

Name	Well ID	Lat	Lon	Location
MW1A	328213170	26.18851	-80.1709	NW 21st Ave & W. Commercial Blvd (NE corner)
MW2A	282737	26.2047	-80.1596	NW 12th Ave & W. Cypress Creek Rd (Pump Station E-11)
MW3A	282733	26.12218	-80.1864	NW 31st Ave & W. Broward Blvd (Pump Station A-43)
MW4A	Note 1	26.1033	-80.1904	SW 33rd Ter & 14th St. (Benenson Park)
MW5A	282734	26.09295	-80.1995	Riverland Rd. & SW 36th Ter
MW6A	282730	26.09595	-80.2088	Dixie Well (PW-18) SW 43 Way & 21 St.
MW7A	282736	26.11068	-80.1739	SW 24th Ave & 9th St. (SW corner)
MW8B	286493	26.15675	-80.1629	Mills Pond Park
MW9	212914	26.19266	-80.1389	5300 NE 6th Ave
MW10D	286505	26.11165	-80.2094	Ft. Laud Country Club (hole #11)

The City collects conductivity data from its 10 saltwater monitoring wells monthly. The purpose of the saltwater monitoring wells is to provide the City with data that it can use to manage wellfield withdrawals. The City reports these data to the SFWMD annually. The latest data available are presented in the City's report titled "2024 Annual Saltwater Intrusion Monitoring Report" (City of Fort Lauderdale, 2025a). The report documents evidence of potential saltwater impacts at MW-10D located at the Dixie wellfield. The 2024 conductivity data (the latest available) for MW-10D is presented in Figure 6-3 (City of Fort Lauderdale, 2025d). The conductivity data are converted to approximate chloride values using linear regression of available data.

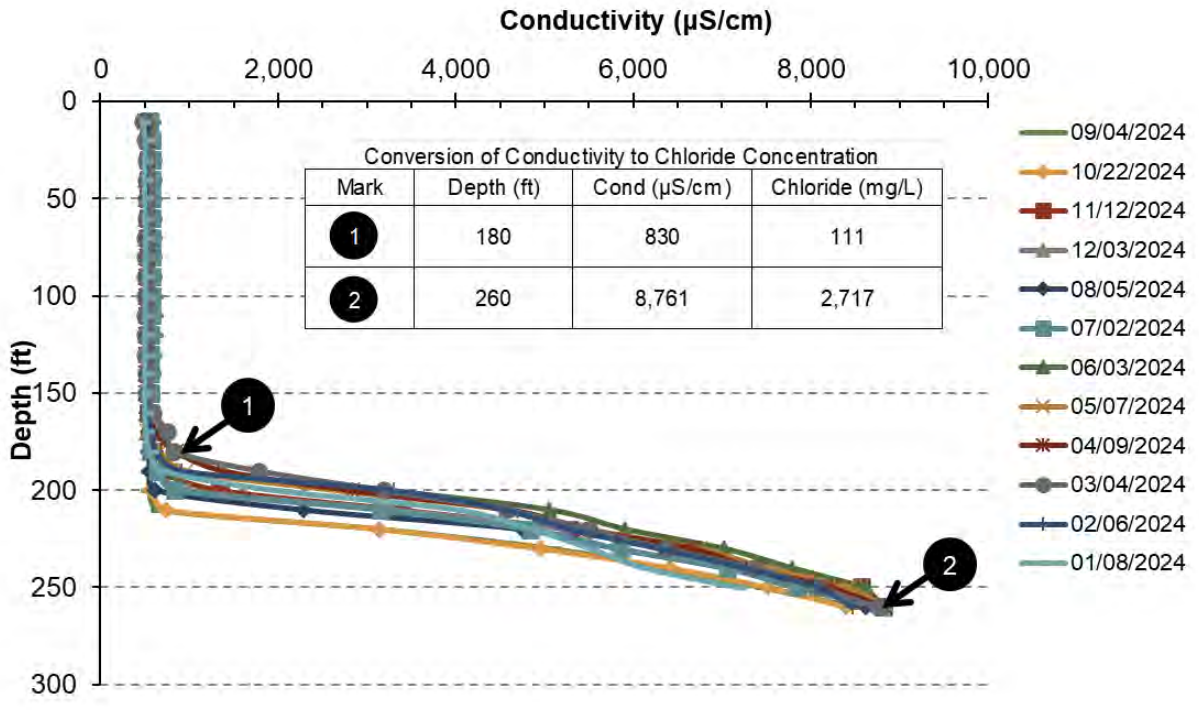


Figure 6-3: Conductivity Measured at Saltwater Monitor Well 10D

The City's 2024 data for monitor well 10D indicates conductivity of approximately 830 µS/cm at a depth of 180 feet below land surface and approximately 8,761 µS/cm at a depth of 260 feet below land surface (City of Fort Lauderdale, 2025d). These conductivity values correlate to a calculated chloride level of approximately 111 mg/L at a depth of 180 feet below land surface and 2,717 mg/L at a depth of 260 feet below land surface. Consequently, upconing of higher salinity groundwater from the base of the aquifer toward the wellfield production zone (approximately 90-feet to 125-feet below land surface) will continue to be monitored by the City.

The City's 2024 data indicates that composite raw water chloride concentration measured at the Peele-Dixie WTP averaged 34 mg/L. Hence, there is no evidence of increasing salinity entering the City's Dixie wells. Given the depth of the high chloride concentration below the production depth, upconing is not likely to be an immediate concern. It is recommended that the City continue to monitor its wells for saltwater intrusion and coordinate closely with the SFWMD. Additionally, the City will continue to study this issue during the update of its CUSMP.

6.6 Regional Water Availability Rule

The Regional Water Availability (RWA) rule was passed by the SFWMD on February 16, 2007. The RWA limits water withdrawals from the Biscayne Aquifer to the maximum quantity during any consecutive five years preceding April 2006. Water utilities needing additional water supplies are required to seek sources that are not dependent upon the Everglades for recharge. These alternative water supply solutions include recycling water, using reclaimed water to recharge the Biscayne Aquifer, or

drawing water from the deeper Floridan Aquifer (which requires high energy consumption treatment methods).

The City purchased a 3.0 mgd offset from the C-51 Reservoir, Phase 1 that augments its Biscayne supply. The City's water use permit limits[6] the City's Biscayne Aquifer withdrawal to the following (SFWMD, 2021) after the C-51 Reservoir, Phase 1 offset becomes available:

- Peele-Dixie is 5,475 MGY, or 15 MGD
- Prospect is 16,948 MGY, or 46.43 MGD
- Total from both wellfields is limited to 20,276 MGY, or 55.55 MGD

Note that the individual wellfield allocations do not equal the total permitted withdrawal allocation for the Biscayne aquifer. Although the total Biscayne aquifer withdrawal allocation is limited to 55.55 mgd (annual average), the higher individual wellfield allocations provide the City with operational flexibility. Demands more than the above annual (MGY) amounts would be met via conservation and alternative water supplies.

6.7 C-51 Reservoir Project

The C-51 Reservoir, owned and operated by Palm Beach Aggregates (PBA), is an alternative water supply project in South Florida designed to support the Lower East Coast (LEC) Utilities in meeting long-term water demands while protecting the Everglades and other sensitive ecosystems. Developed in response to the 2007 Regional Water Availability Rule, the reservoir aims to store excess stormwater during wet seasons for use during dry periods. The project is planned in two phases, with a total storage capacity of 62,000 acre-feet. Phase 1 (operational as of April 2024) provides 16,000 acre-feet, and Phase 2 (if implemented) would add 46,000 acre-feet. The reservoir connects to the L-8 Reservoir and is integrated into the SFWMD Regional System. It offers a cost-effective and environmentally sustainable alternative to other water supply methods like desalination or reverse osmosis. Participating utilities can use the reservoir to replace or supplement existing water supply projects, enhancing regional water security and resilience.

The C-51 Reservoir, Phase 1, has been fully allocated via executed agreements with the following utilities:

- Broward County South Regional: 3 mgd
- Broward District 1: 1 mgd
- Broward North Regional: 2 mgd

[6] The SFWMD specifies withdrawal limits as an annual allocation and a maximum monthly limit. The SFWMD has not provided any Biscayne aquifer withdrawal limits to the City in terms of maximum daily limits. Therefore, the values in millions of gallons per day (MGD) shown above are not raw water withdrawal limits and are included solely for reference.

- Dania Beach (via South Regional): 1 mgd
- Fort Lauderdale: 3 mgd
- Hallandale Beach (via South Regional): 1 mgd
- Margate: 2 mgd
- Miami-Dade: 15 mgd
- Pompano Beach: 2 mgd
- Sunrise: 5 mgd

The City executed a Capacity Allocation Agreement (CAA) with PBA on December 23, 2019, for 3 MGD. The City paid a one-time capital cost of $13,800,000. Additionally, it pays a variable annual operations and maintenance cost. The first-year operations and maintenance cost, paid in September 2024, was $116,000.

To access the water, the City requests a release of water from the SFWMD in writing. The SFWMD then evaluates if the request can be met through system storage or whether a release of water from the C-51 reservoir is required into the reginal canal network to meet combined requests from the participating utilities.

6.8 Regional Climate Action Plan

The City of Fort Lauderdale participates in the Southeast Florida Regional Climate Change Compact. The Compact is a collaborative regional effort to address climate change. Compact members are actively involved in implementing the Compact's goals and strategies. These goals and strategies are documented in the Regional Climate Action Plan (RCAP). The RCAP has been updated over the years. The most recent update was issued in 2022 titled "Climate Action Plan 3.0".

The RCAP aims to develop and apply water management strategies and infrastructure improvements, alongside conservation and alternative supply efforts, to mitigate climate change impacts, including sea level rise, on water resources. The RCAP includes 17 specific water supply recommendations. Table 6-2 presents the water supply related recommendations from the 2022 Climate Action Plan 3.0 document (Southeast Florida Regional Climate Change Compact, 2022). It is the City's policy to implement these recommendations.

Table 6-2: Water Supply Recommendations from the 2022 Climate Action Plan

Item	Recommendations
WS-1	Practice integrated water resources management and planning.
WS-2	Foster innovation, development and exchange of ideas for managing water.
WS-3	Foster scientific research for water resource management.
WS-4	Coordinate innovative regional investments in water management technologies.

Table 6-2: Water Supply Recommendations from the 2022 Climate Action Plan

Item	Recommendations
WS-5	Expand the use of green infrastructure/nature-based and net zero solutions in water management.
WS-6	Ensure consistency in water resource scenarios used for policy and planning consideration of future climate conditions.
WS-7	Assess the potential of climate impacts on water infrastructure.
WS-8	Modernize infrastructure development standards in the region.
WS-9	Address the resilience of the regional flood control system.
WS-10	Integrate combined surface and groundwater impacts into the evaluation of at-risk infrastructure and the prioritization of adaptation improvements.
WS-11	Implement strategies and capital projects to increase adaptive and resilient water infrastructure, and improve water quality.
WS-12	Phase out septic systems where appropriate to protect public health and water quality.
WS-13	Coordinate saltwater intrusion mapping across Southeast Florida.
WS-14	Develop a spatial database of resilience projects for water infrastructure.
WS-15	Support the Comprehensive Everglades Restoration Plan (CERP).
WS-16	Expand regional surface water storage.
WS-17	Expand information and engagement with property owners to support adaptation on private property to contend with increased flooding and higher groundwater.

Source: (Southeast Florida Regional Climate Change Compact, 2022)

6.9 Central and Southern Florida Flood Resiliency Study

With the support from the Florida Department of Environmental Protection (FDEP), Broward County, Miami-Dade County, and other local partners, SFWMD and USACE have been working to finalize the Reach A Central and Southern Florida (C&SF) Flood Resiliency Study scope (SFWMD, 2025a). An overall integrated strategy has been developed, and it will allow the project teams to pursue parallel efforts for each of the four original C&SF Flood Resiliency Study planning reaches. This integrated strategy allows the partners to advance these urgent feasibility assessments at a faster pace, and maintain consistency in scenario formulation, study assumptions, and regional planning standards.

SFWMD is advancing a feasibility assessment and initial engineering designs on C&SF coastal water control structures in portions of Broward County, Florida, respective to the Reach A of the C&SF Flood Resiliency Study. SFWMD will be utilizing Section 203 of the Water Resources Development Act (WRDA) of 1986, as amended, to advance the flood risk management study with support from FDEP and Broward County, and technical assistance from USACE, aiming for inclusion in the Water Resource Development Act (WRDA) 2026. The SFWMD maintains an information portal at the following link: Central and Southern Florida Flood Resiliency Study Broward Basins.

6.10 Lake Okeechobee Surface Water Allocation Limitations

Surface water allocations from Lake Okeechobee and the Water Conservation Areas are limited in accordance with the Lake Okeechobee Service Area Restricted Allocation Area (RAA) criteria. In 2008, the SFWMD adopted RAA criteria for the Lake Okeechobee Service Area as part of the Minimum Flow and Minimum Water Level (MFL) recovery strategy for Lake Okeechobee. The criteria limit allocations from Lake Okeechobee and integrated conveyance systems hydraulically connected to the lake to base condition water uses that occurred from April 1, 2001 to January 1, 2008. After adoption of the RAA, all irrigation users in the Lake Okeechobee Service Area were required to renew their water use permits (SFWMD, 2018a).

In 2007, the SFWMD adopted the LEC Regional Water Availability criteria to prohibit increases in surface water and groundwater withdrawn from the North Palm Beach County/Loxahatchee River Watershed Waterbodies and Lower East Coast Everglades Waterbodies above base condition water uses permitted as of April 1, 2006. This also includes canals that are connected to and receive water from these water bodies. New direct surface water withdrawals are prohibited from the Everglades and Loxahatchee River watersheds and from the integrated conveyance systems. These criteria are components of the MFL recovery strategies for the Everglades and the Northwest Fork of the Loxahatchee River (SFWMD, 2018a). The City is not directly impacted by the Lake Okeechobee surface water allocation limitations.

6.11 Lake Okeechobee System Operating Manual (LOSOM)

The Lake Okeechobee System Operating Manual (LOSOM) is the updated water management plan developed by the U.S. Army Corps of Engineers (USACE) to replace the 2008 Lake Okeechobee Regulation Schedule (LORS08). LOSOM was designed to reflect the improved safety of the Herbert Hoover Dike and to better balance the needs of South Florida's communities, ecosystems, and water users. Developed over five years with input from more than 50 stakeholder groups, LOSOM emphasizes system-wide benefits, including reducing harmful discharges to estuaries, improving water supply reliability, and enhancing environmental conditions. It allows for more flexible, real-time decision-making based on current conditions and promotes collaboration between federal agencies and local stakeholders. LOSOM also supports the goals of the Comprehensive Everglades Restoration Plan (CERP) by enabling more water to flow south into the Everglades. LOSOM went into effect as of August 12, 2024, and the Jacksonville District of the USACE implements the plan. A copy of the LOSOM plan is available at this link: 2024 LOSOM Water Control Plan. The USACE maintains a LOSOM information website at this link: USACE LOSOM Webpage.

If Lake Okeechobee's level drops below Zone D, the system enters the Water Shortage Management Band, which can trigger restrictions on water use (SFWMD, 2025b). This could reduce the amount of water available to recharge the Biscayne Aquifer, the City of Fort Lauderdale's primary drinking water source. The City closely coordinates with the SFWMD to prepare for water supply restrictions during periods of limited rainfall.

6.12 Broward County Water Preserve Areas (BCWPA) Project

The BCWPA Project is a key component of the CERP. Its primary goals are to:

- Reduce seepage loss from Water Conservation Areas (WCA-3A/3B) to the C-11 and C-9 basins.
- Capture, store, and distribute surface water runoff from the western C-11 Basin that would otherwise be discharged into WCA-3A/3B.

Key project components are as follows:

- C-11 Impoundment – Stores runoff from the C-11 Basin and reduces discharges into WCA-3A.
- C-9 Impoundment – Captures runoff from the C-9 Basin and overflow from the C-11 Impoundment.
- WCA-3A/3B Seepage Management Area – A buffer zone to reduce seepage and improve water management.

The expected environmental and operational benefits to the region of this project are as follows:

- Reduces phosphorus loading to WCA-3A.
- Captures stormwater otherwise lost to tide.
- Enhances flood protection, groundwater recharge, and wetland restoration.
- Supports threatened and endangered species and improves hydroperiods in the Everglades.

The project was authorized by Congress in 2014, and construction is ongoing, with several components in various stages of design and implementation. The USACE maintains an information website on project status at this link: Broward County Water Preserve Areas. This regional project has no direct water supply impact on the City of Fort Lauderdale.

6.13 Expanded Use of Reclaimed Water to Meet Future Water Supply Demands

The City's Sewer System service area is in a critical water supply area, as designated by the SFWMD. As such, FAC Section 62-40.416 requires a reasonable amount of reuse of reclaimed water unless it is not economically, environmentally, or technically feasible. Section 403.064 of the Florida Statutes also requires domestic wastewater treatment plant permit applicants in a critical water supply problem area to submit a reuse feasibility study as part of their permit applications. Reuse feasibility studies were completed in 1994, 2008, 2012 for the City. Reclaimed water projects have been deemed non-economical. The City plans to continue to assess reclaimed water opportunities that are beneficial to the community as needed.

6.14 East Coast Floridan Model

The SFWMD developed the East Coast Floridan Model (ECFM) which is a peer-reviewed, calibrated regional Floridan aquifer system groundwater model. The ECFM is a density-dependent groundwater flow and solute transport model covering the Upper East Coast and Lower East Coast planning areas of the SFWMD. The ECFM simulates regional groundwater levels, flows, and quality changes (total dissolved solids) in the Floridan aquifer in response to withdrawals. The model was designed with seven layers as illustrated in 6-4. The Upper Floridan Aquifer (UFA) and Avon Park Permeable Zone (APPZ) are the two layers used as water supply sources in the Lower East Coast Planning Area.

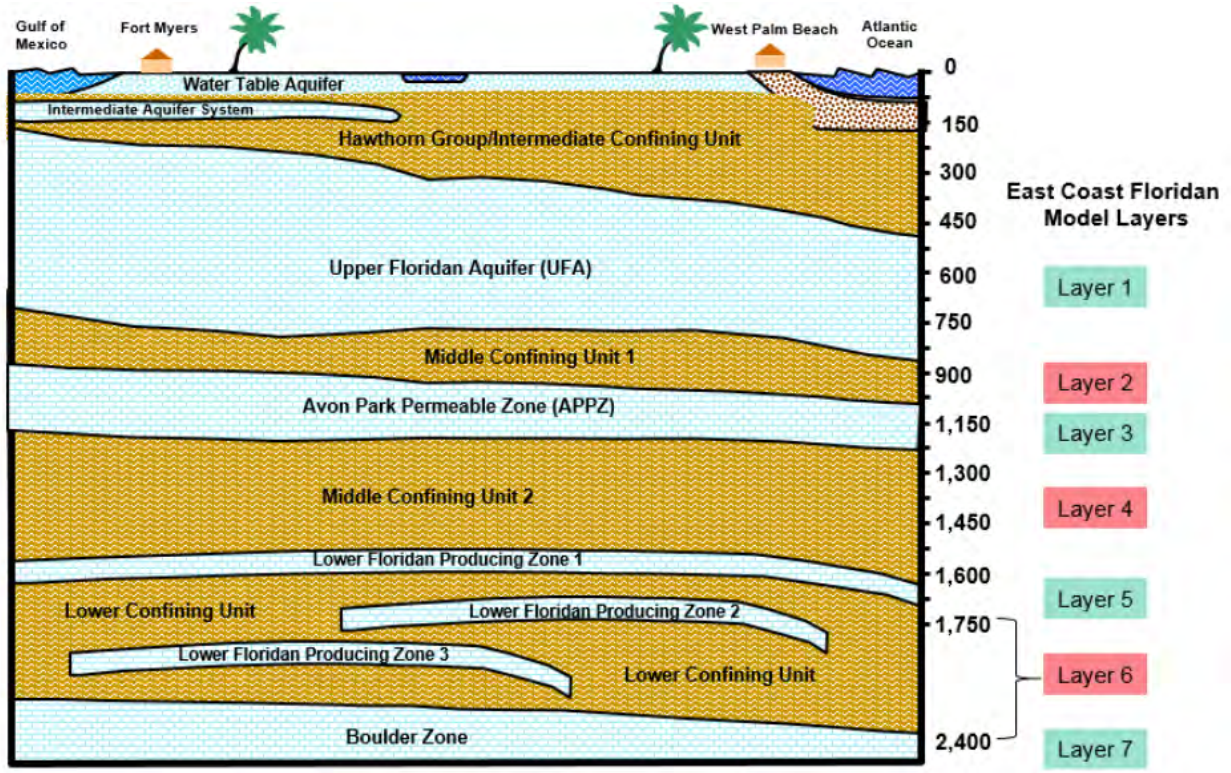


Figure 6-4: East Coast Floridan Model Layers

Adapted from South Florida Water Management District Lower East Coast Water Supply Plan 2018 Update Figure D-52

The 2023-2024 LEC Plan Update page E-7 asserts that the ECFM findings presented in the 2018 LEC Plan Update remain valid. Key ECFM findings presented in the 2018 LEC Plan Update are summarized below (SFWMD, 2018a).

- The model predicted stable total dissolved solids (TDS) of 6,000 to 8,000-mg/L in the UFA in the vicinity of the Dixie Wellfield from 2016 through 2040.
- The model predicted that TDS in the APPZ in the vicinity of the Dixie Wellfield would increase from 8,000-mg/L to approximately 9,000-mg/L from 2016 to 2040.

- The model predicts that the UFA ground water elevation would drop from approximately 40-ft National Geodetic Vertical Datum of 1929 (NGVD-29) to approximately 35-ft NGVD-29 in the vicinity of the Dixie Wellfield from 2016 to 2040.
- The model predicts that the APPZ ground water elevation would drop from approximately 45-ft NGVD-29 to approximately 40-ft NGVD-29 in the vicinity of the Dixie Wellfield from 2016 to 2040.
- The most significant TDS increase predicted by the modeling was at the South Miami Heights wellfield in Miami-Dade; the model predicted a 2,900-mg/L increase in TDS in the UFA.

While the modeling did not predict significant water quality degradation, the regional nature of the model limits the ability to account for specific wellfield operations used by utilities. Certain utilities have experienced significant water quality degradation in its Floridan Aquifer wells. For example, the Palm Beach County Utilities Department Western Regional Floridan Aquifer wells "TP-1" and "PW-6" had chloride increase from 1,600-mg/L to nearly 5,000-mg/L over a two-year period. Construction of additional wells and subsequent reductions in individual well pumping rates reducing the interference between wells resulted in distributing aquifer stress. Within two years the chloride concentration in "PW-6" decreased to 3,500-mg/L and remained steady. The chloride concentration has continued to increase in "TP-1", exceeding 6,000-mg/L in 2018 (SFWMD, 2018a).

To avoid undesirable changes in Floridan aquifer water quality, it is critical that the wellfield be designed and operated to minimize the risk of upconing (vertical migration) of lower quality water from lower depths into the production zone. Suggested wellfield design and operating protocols to minimize the risk of upconing are described in the subsection.

6.15 Conclusions of the ECFM May Not Represent the Actual Risk of Future Water Quality Degradation

The conclusions of the ECFM prepared for the 2018 LEC Plan Update were based on Floridan aquifer withdrawals in year 2016 of 65-mgd and year 2040 of 146-mgd (SFWMD, 2018a). The SFWMD indicated that the Floridan aquifer withdrawal allocation is 212-mgd (SFWMD, 2018b). Hence, the model results presented in the 2018 LEC Plan Update do not include 66-mgd of potential Floridan aquifer withdrawals. If the 212-mgd of Floridan aquifer withdrawal allocation is fully realized it may result in increased Floridan aquifer water quality degradation and reduced water elevation with resultant risk of upward movement of lower quality water over the long-term.

It is recommended that the City continue to support all efforts to produce refined modeling results going forward along with regulatory policy to restrict Floridan aquifer withdrawals to protect utilities that invest in this resource from unexpected water quality changes. Additionally, it is recommended that the City support all efforts in collection of additional Floridan aquifer well construction, aquifer test and lithologic data from new and existing Floridan wells for the SFWMD to use in future refinements of its ECFM.

6.16 Vertical Collapse Feature Risk

Vertical collapse features (VCFs) are geologic structures that form when overlying rock or sediment collapses into a void or weakened zone below. In the context of carbonate aquifers like the Floridan, these voids often result from dissolution of limestone or dolostone, a process known as karstification. VCFs might allow high salinity water from lower depths, such as the Boulder Zone, to migrate vertically into upper levels the aquifer, such as the UFA (Cunningham, et al., 2018).

VCFs are often narrow and deep, making them hard to identify without advanced geophysical tools like seismic stratigraphy. While the USGS has applied seismic stratigraphic mapping in parts of Broward County, a comprehensive regional assessment of VCFs is lacking. The risk that VCFs pose to Floridan aquifer water supply development projects is undefined. It is recommended that the support efforts to better define this risk on a regional basis. Furthermore, the City should consider this potential risk factor if it plans development of the Floridan aquifer as a water supply.

6.17 Wellfield Management to Prevent Undesirable Changes in Floridan Aquifer Water Quality

Demand currently does not require the City to implement an alternative water supply. If future demand projections due to increased population growth warrants an alternative water supply, the City might choose to implement treatment of the Floridan aquifer. Using the Floridan aquifer requires careful design and wellfield management to prevent undesirable changes in water quality.

Several Floridan aquifer wellfields in the LEC Planning Area have experienced some water quality degradation. The SFWMD asserts that water quality degradation risks can be managed by utilities through appropriate wellfield design and operating protocols. The SFWMD recommended the following risk reduction strategies (SFWMD, 2018a):

1. Increasing well spacing between wells to more than 1,000 feet to minimize interference effects and to reduce stress on the Floridan aquifer.
2. Rotating the operation of individual wells, thereby reducing overall pumping stress on the well's production zone.
3. Plugging and abandoning individual wells experiencing increases in chloride concentration and replacing them with new wells elsewhere within the wellfield area.
4. Reducing pumping rates at individual wells to minimize water level declines, which increases the potential for poor-quality water to enter the well's production zone from below (i.e., upconing).
5. Installing monitor wells to provide early warning of the need for changes to wellfield operations to minimize upconing or lateral movement of poor-quality water.
6. Utilities should use an incremental approach to install and test production wells due to geologic variability within the Floridan aquifer. Wellfields should be designed and monitored to prevent over-stressing production zones and to minimize changes in water quality.

7. Public water supply utilities developing Floridan aquifer sources are encouraged to share water quality, water level, and hydrologic data to increase understanding of the FAS and improve regional groundwater models.

8. The SFWMD should continue to use the ECFM to address regional resource questions. Refinements to and recalibration of the model should be made as new data becomes available.

9. Floridan aquifer users and SFWMD staff should evaluate the effects of water quality degradation and coordinate on related permitting, modeling, and planning strategies to maintain the viability of the Floridan aquifer as a water supply source.

The SFMWD used the ECFM for the 2018 LEC Plan Update. Based on this modeling, SFWMD concluded that increased utilization of the FAS will tend to increase the risk of water quality degradation. However, the 2018 LEC Plan Update noted that "…water quality should remain adequate for all users with RO treatment…" (SFWMD, 2018a).

The City has long recognized the risks of changes in water quality and quantity in the Floridan aquifer. The City's planning documents recommended addressing this risk through the following design features (Hazen and Sawyer, 2008b):

1. Design the RO system to treat water with a TDS up to approximately 8,000-mg/L and chloride concentration of 4,300-mg/L

2. Size the skids to allow for installation of future pressure vessels to decrease flux rate

3. Size variable frequency drives and main electrical feed for higher feed pump pressure, but only install the motor horsepower initially required

4. Size feed pump can for additional pump stage, but only add it if required later

5. Install piping and valves at higher pressure rating

6. Design the energy recovery turbine for a compromise that optimizes boost over most of the operating range at the expense of performance at the extremes of feed water salinity

7. Select wellfield pumps and size wellfield power facilities to suit the horsepower requirements of the future estimated salinity and total dissolved solids

The City will monitor the issue of Floridan aquifer water quality degradation and factor this risk into its investment decision making process relative to alternative water supply opportunities.

7. Goals, Objectives and Policies

7.1 Introduction

The City of Fort Lauderdale Comprehensive Plan addresses the needs and aspirations of the community. This has tremendous implications regarding the importance of community input in the development and implementation of the Comprehensive Plan.

The Comprehensive Plan also plays a significant role within Florida's growth management system. The Comprehensive Plan is required to be consistent with the State Comprehensive Plan (Chapter 187, Florida Statutes), and to be consistent with the Regional and County Comprehensive Plans. In short, the Comprehensive Plan provides a critical link between the City of Fort Lauderdale, State of Florida, Regional, and Broward County plans. The Comprehensive Plan establishes long-term direction of goals as well as short-term objectives and policies to guide implementation efforts.

The City of Fort Lauderdale's comprehensive plan goals, objectives, and policies (GOPs) relevant to water supply have been reviewed and are consistent with the 10-year Water Supply Facilities Work Plan 2025 Update.

7.2 Intergovernmental Coordination

7.2.1 Introduction

This subsection describes the City's intergovernmental coordination activities with the jurisdictions outside of the City of Fort Lauderdale that it supplies with finished water. Additionally, this subsection describes City coordination activities relative to long-range water supply planning with the SFWMD.

7.2.2 The City of Fort Lauderdale Actively Coordinates With the Agencies it Supplies With Finished Water

The City of Fort Lauderdale coordinates with the agencies it supplies with finished water on many levels. Examples of coordination between the City of Fort Lauderdale and its bulk finished water customers follows:

- The City of Fort Lauderdale oversees wholesale water consumption by conducting monthly meetings with users and generating monthly reports.
- The City of Fort Lauderdale maintains agreements with all its customers within its service area. The agreements with certain bulk finished water customers require periodic coordination by each party to the agreement to review issues related to water quality, quantity and technological advancements relevant to each party.

- The City's agreements with its bulk finished water customers require the bulk customers to coordinate with the City of Fort Lauderdale in advance of allowing developments to connect that are estimated to consume more than 100,000 gallons of water per day.
- The City coordinates with its bulk finished water customers on a monthly basis for billing for water purchases.
- The Environmental Laboratory of the City's Utilities Division collaborates with its clients to conduct water quality sampling and analyses for specific utilities receiving its water services.
- The City's Utilities Division provides operational coordination with its bulk finished water customers on an as-needed basis to ensure effective delivery of water
- The City leads the development of financial analyses to establish water rate adjustments and coordinates the acceptance of these adjustments with its customers.
- The bulk finished water customers that are supplied with water by the City of Fort Lauderdale own and operate their water distribution pipe network. The City of Fort Lauderdale assists these utilities on an as-requested basis.

7.2.3 Need for Additional Coordination Activities

Historically, there has been little need for additional coordination activities (beyond those described above) with the City's bulk finished water customers relative to planning future water supply. As the City's agreements with its bulk customers near expiration, the City may include requirements for additional coordination activities if the City determines it is needed for planning purposes.

7.2.4 The City of Fort Lauderdale Actively Coordinates with the SFWMD During LEC Plan Updates

Since 2017 the City of Fort Lauderdale's Assistant Public Works Director – Utilities, Environmental Compliance Supervisor and the Environmental Resource Supervisor have been responsible for coordinating with the SFWMD relative to the LEC Plan Update. These City personnel participated in workshops with the SFWMD during the LEC Plan Update development. Additionally, these City personnel are responsible for providing responses to the SFWMD's requests for information related to the LEC Plan Update.

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Exhibit 1

Water Supply Agreements

Agreement
Town of Davie

CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#22-1038**
REGULAR MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: November 15, 2022

TITLE: Resolution Approving Agreement for Sale of Potable Water between the City of Fort Lauderdale and the Town of Davie - (**Commission Districts 1, 2, 3 and 4**)

Recommendation

Staff recommends the City Commission adopt a resolution approving the Agreement for Sale of Potable Water between the City of Fort Lauderdale and the Town of Davie for 25 years beginning November 1, 2022.

Background

The City of Fort Lauderdale has sold potable water to the Town of Davie since 1987.

The new agreement was approved by the Town of Davie at their October 19, 2022 Town Council Meeting.

Resource Impact

In FY 2022, the City billed the Town of Davie $298,000 for potable water. The amount will vary based on actual usage and changes in the City's water rate structure.

Strategic Connections

This item supports the Press Play Fort Lauderdale 2024 Strategic Plan, specifically advancing:

- The Internal Support Focus Area
- Goal 8: Build a leading government organization that manages all resources wisely and sustainably.
- Objective: Maintain financial integrity through sound budgeting practices, prudent fiscal management, cost effective operations, and long-term planning.

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We Are United.

Attachments

Exhibit 1 - Town of Davie Resolution
Exhibit 2 - Agreement for Sale of Potable Water

Prepared by:	Susan Grant, Assistant City Manager/Director of Finance Friseta Davis, Sr. Admin Assistant, Finance Matthew Eaton, Sr. Admin Assistant, Finance
Department Director:	Susan Grant, Finance Alan Dodd, Public Works

RESOLUTION NO. R 2022-196

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE AGREEMENT WITH THE CITY OF FORT LAUDERDALE FOR THE SALE OF POTABLE WATER TO BE USED IN THE TOWN OF DAVIE'S WATER DISTRIBUTION SYSTEM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale and the Town of Davie entered into a thirty-year agreement in 1987 for the sale of potable water to be used in the Town of Davie's water distribution system;

WHEREAS, the Town Council for the Town of Davie, at its meeting on May 6, 1987, authorized the entrance into an Agreement with the City of Fort Lauderdale to purchase potable water from the City of Fort Lauderdale via R-87-94;

WHEREAS, the City Commission of the City of Fort Lauderdale, at its meeting on September 9, 1987, authorized the entrance into an Agreement with the Town of Davie to sell its potable water to the Town of Davie via R-87-229;

WHEREAS, the City of Fort Lauderdale is able to continue to provide service to the Town of Davie due its ownership and operation of a municipal public water supply;

WHEREAS, the Town of Davie is able to continue purchasing the potable water from the City of Fort Lauderdale due to its ownership and operation of a water distribution system; and

WHEREAS, both parties are desirous to continue their relationship and enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town Council of the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. Agreement Approval. The Town Council of the Town of Davie hereby approves the attached agreement and authorizes the Mayor to execute the Agreement with the City of Fort Lauderdale, attached as Exhibit "A".

Section 3. Conflict. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 4. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 19th DAY OF OCTOBER, 2022.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS 19th DAY OF OCTOBER, 2022.

Approved as to Form and Legality:

TOWN ATTORNEY

AGREEMENT FOR SALE OF POTABLE WATER

THIS AGREEMENT made and entered into this 19 day of October, 2022, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, herein called the "Seller,"

and

TOWN OF DAVIE, a municipal corporation of the State of Florida, herein called the 'Consumer," collectively "Parties."

WHEREAS, Seller and Consumer entered into a 30-year agreement in 1987 for the provision of potable water from Seller to Consumer; and

WHEREAS, pursuant to R-87-94, adopted at its meeting of May 6, 1987, the Town Council of the Town of Davie authorized the proper officials of Consumer to enter into an Agreement for the purchase of potable water from the Seller; and

WHEREAS, pursuant to Resolution No. 87-229, adopted at its meeting of September 9, 1987, the City Commission of the City of Fort Lauderdale authorized the proper officials of Seller to enter into an Agreement for the sale of potable water to the Consumer; and

WHEREAS, the Parties hereto desire to continue the relationship; and

WHEREAS, the Seller, in its proprietary capacity, owns and operates a municipal public water supply and is in a position to continue to provide service to the Consumer; and

WHEREAS, the Consumer, in its proprietary capacity, owns and operates a water distribution system, and Consumer desires to continue to purchase water from Seller to service Consumer's customers upon terms mutually agreeable;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Beginning November 01, 2022, and continuing for a period of twenty-five years (25) thereafter, Seller agrees to sell to the Consumer and the Consumer agrees to buy from the Seller potable water for resale to the citizens and customers of the Consumer, under the terms and conditions set forth herein. The Agreement may be extended for an additional two (2) five-year terms. Each party shall notify the other regarding intention to extend or not extend two years prior to the expiration date of the Agreement. After the completion of the Rate Study referred to in Section 9 of this Agreement, Consumer shall have the option to terminate the Agreement with two (2) year's notice if the water rates charged by the Seller increase by more than ten percent (10%) in any of the years covered by the Rate Study.

2. The areas to be served by the Consumer are situated in Broward County, Florida, and are described in the Town of Davie corporate limits as they may amended from time to time.

3. During the term of this Agreement, the Consumer shall not purchase water from any person, firm or corporation other than the Seller for Consumer's customers within the service area boundaries so long as the Seller is able to supply the quantity and quality of water required by the consumer, except by written consent of Seller evidenced by an amendment to this Agreement. Seller shall not sell water to any person, firm, or corporation other than Consumer within the service area boundaries except as otherwise provided in this Agreement. Seller and Consumer shall each comply to the extent applicable with all laws and regulations pertaining to the delivery of potable water to the public.

4. During the term of this Agreement, the Seller will undertake to deliver water to the Consumer in such quantity and quality as are required by the Consumer for resale by the Consumer to its customers in the service areas. Water sold to Consumer hereunder will be supplied from Seller's water producing facilities and will be the same quality as the water furnished by Seller to its consumers within the city limits of Seller.

5. Consumer shall not allow any customer to connect with the Consumer's distribution system whose requirements are reasonably estimated to exceed 100,000 gallons of water per day without the prior written approval of Seller, which approval shall not be unreasonably withheld. In the event any customer, after being connected to the Consumer's distribution system, should use as much as 100,000 gallons of water per day, Consumer shall immediately notify Seller and obtain Seller's approval, which shall not be unreasonably withheld, before such customer shall be furnished water in quantities exceeding 100,000 gallons per day.

6. The Seller shall not be required during periods of water shortage resulting from an emergency condition declared by any governmental entity with jurisdiction or resulting from an inadequacy of mains or other facilities, to do more than deliver water to Consumer's master meters in such quantities as are available for allocation by the Seller among all its consumers. In the event it should become necessary for the Seller to adopt regulations for conservation of water in case of emergency per Chapter 40E-21 of the Florida Administrative Code (FAC), the Consumer agrees that it will adopt and enforce similar regulations for conservation of water during such time of emergency.

7. There shall be one (1) or more master meters located at points mutually agreeable, through which all water supplied to customers of Consumer shall be supplied, and all water furnished by Seller shall be metered through such meters. Such meters shall be supplied and installed by the Seller at the expense of the Consumer as provided in Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale. After installation, the Seller shall, at its own expense, maintain the meters. Title to the meters shall remain with the Seller. All master meters shall be tested annually by and at the expense of the Seller. All master meters shall be adjusted to the registration accuracy as specified in the Appropriate American Water Works Association Standard for Cold Water Meters. The date and time of the test shall be coordinated with Consumer to allow Consumer to witness the test whenever possible. In addition to the annual test, the Consumer may at any time request that Seller conduct an additional test or that Seller arrange for such test by an independent qualified testing company. The request shall be made in writing and the date and time of the test shall be coordinated with Consumer to allow consumer to witness the test whenever possible. If such test shows that the master meter has been over-registering by more than two

percent (2%), there will be no charge for such test and the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly. If such test shows that the master meter has not been over-registering by more than two percent (2%), the cost of such test shall be charged to Consumer. If such test shows that the master meter has been under-registering by more than two percent (2%), the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly.

8. The Consumer shall be bound by the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale, now existing or as amended from time to time, insofar as same are applicable, as well as all applicable ordinances of the City of Fort Lauderdale now existing or hereafter adopted pertaining to water service and water regulations.

9. Water rates to be charged by the Seller to the Consumer shall be the rate provided to be charged to master meters under the provisions of Sections 28-143(b)(1) and 28-143(b)(2) of the Code of Ordinances of the City of Fort Lauderdale.

Seller agrees to conduct a Comprehensive Water and Wastewater Rate Study no later than every five (5) years during the term of this Agreement. Seller agrees to Consumer's non-binding participation in such Rate Study. Seller agrees that payment of fines or penalties imposed due to non-compliance of permit conditions or spills will be borne by Seller and will not be passed on to Consumer through the Rate Study.

10. The Seller shall render monthly or bimonthly statements for water furnished and the Consumer shall pay promptly all statements furnished. Should the Consumer fail or refuse to pay the amount of such statement within thirty (30) days after same has been submitted, the Seller shall have the right to enforce the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale providing for discontinuance of service until past due indebtedness is paid in addition to any other legal remedies available to Seller.

11. During the term of this Agreement, the Consumer may purchase quantities of potable water from sources other than the Seller, after written approval by the Seller, for emergency use, only if the Seller cannot provide potable water to each metering or connection point in compliance with the applicable section of the United States Environmental Protections Agency Safe Drinking Water Act and Florida Administrative Code 62-555-350.

12. Consumer and Seller shall cooperate in obtaining from or providing to the appropriate regulatory agencies such permits, or other data, as may be required for the performance of this Agreement. Consumer shall furnish to Seller plans and specifications of the existing water distribution system of Consumer and from time to time furnish copies of plans and specifications of any additions to or extension of Consumer's water distribution system.

14. To the extent provided by law and as expressly limited by Section 768.28, Florida Statutes, Consumer and Seller agree to indemnify and hold harmless each other from all costs, losses and expenses, including, but not limited to, damages to persons or property, judgments and attorneys' fees, arising out of and in connection with this Agreement.

16. This Agreement supersedes the previous agreement between the Parties dated February 1, 1987. This Agreement may not be amended, except by the mutual consent of the Parties in writing executed with the same dignity as this Agreement.

17. This Agreement shall not become effective until a Resolution has been adopted by the governing bodies of Seller and Consumer approving this Agreement and authorizing its execution.

18. If at any time during this Agreement Consumer sells all or a portion of its utility system then this Agreement shall be binding upon Consumers Successor. Consumers Successor shall have the option to terminate this Agreement, no later than five years after taking over this Agreement, upon written notice to Seller. The written notice shall provide twelve-month notice. If Consumers Successor fails to terminate this Agreement within five years of taking over this Agreement, then Consumers Successor shall waive this termination clause.

19. The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

20. PUBLIC RECORDS

IF THE CONSUMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSUMER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, E-MAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSUMER shall:

1. Keep and maintain public records required by the City of Fort Lauderdale ("City") in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Consumer does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consumer or keep and maintain public records required by the City to perform the service. If the Consumer transfers all public records to the City upon completion of this Agreement, the Consumer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consumer keeps and maintains public records upon completion of this Agreement, the Consumer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

SELLER

CITY OF FORT LAUDERDALE, a municipal corporation

By: _____
GREG CHAVARRIA
City Manager

_____ day of _____, 2022

(CORPORATE SEAL)

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form:
Alain E. Boileau, City Attorney

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

CONSUMER

TOWN OF DAVIE, a municipal corporation

By: _____
Mayor

(CORPORATE SEAL)

ATTEST:

By: _____
Town Clerk

TOWN OF DAVIE CORPORATE SEAL BROWARD COUNTY FLORIDA 1961

Approved as to Legal Form:

By: _____
Town Attorney

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH THE TOWN OF DAVIE FOR THE SALE OF POTABLE WATER, SUBJECT TO MUTUALLY AGREED UPON TERMS AND CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale ("City") and the Town of Davie ("Town") entered into a 30-year agreement in 1987 for the provision of potable water; and

WHEREAS, pursuant to Resolution No. 87-229, adopted at its meeting of September 9, 1987, the City Commission of the City of Fort Lauderdale authorized the proper officials to enter into an agreement for the sale of potable water; and

WHEREAS, the City and Town desire to continue the relationship for a period of twenty-five (25) years; and

WHEREAS, the Town at its October 19, 2022 Town Council Meeting approved the agreement pursuant to Resolution No. R2022-196; and

WHEREAS, the City owns and operates a potable water producing and distribution facility and is in a position to serve the needs of the Town, subject to certain terms and conditions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves the Agreement for Sale of Potable Water with the Town of Davie for a period of twenty-five (25) years, subject to certain mutually agreeable terms and conditions.

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida, authorizes the City Manager to execute the Agreement for Sale of Potable Water with the Town of Davie.

SECTION 3. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by City officials.

SECTION 4. That this Resolution shall be in full force and effect upon final passage and adoption.

ADOPTED this _____ day of _____, 2022.

_____
Mayor
DEAN J. TRANTALIS

ATTEST:

_____
City Clerk
DAVID R. SOLOMAN

Dean J. Trantalis	_____	
Steven Glassman	_____	
_____	_____	
_____	_____	
_____	_____	

APPROVED AS TO FORM:

_____
City Attorney
ALAIN E. BOILEAU

Agreement
Lauderdale by the Sea

DOCUMENT ROUTING FORM R 5-23-08 F

NAME OF DOCUMENT: **PURCHASE AGREEMENT FOR WATER DISTRIBUTION SYSTEM WITH LAUDERDALE BY THE SEA.**

Approved at Commission Meeting on May 6, 2008 CAR# 08-0545

ITEM: ☐ M - 12 ☐ PH - ____ ☐ O - ____ ☐ CR - ____ ☐ R____

Routing Origin: ☒ CITY ATTORNEY'S OFFICE: ☐ ENGINEERING ☐ COMMUNITY DEV.

☐ OTHER _____

Also attached: ☒ copy of CAR ☒copy of document ☒ ACM Form☐ #_____ originals

By: MAS (Initials) forwarded to: **JULIE LEONARD, ASST. UTILITIES DIR. OPS** JL

1.) Approved as to Content: Albert J Carbon (Department Director)

2.) Approved as to Funds Available: by _____ (Finance Director) Date: 5/12/08

Amount Required by Contract/Agreement $ 350,000. Funding Source: _____

Dept./Div. PW/UTILITIES Ops Index/Sub-object 6599 Project # P11397.4154

3.) City Attorney's Office: Approved as to Form:#_2_ Originals to City Mgr. By: MAS

Harry A. Stewart	____	Sharon Miller	____	Robert B. Dunckel	____
Ginger Wald	____	Cindy Bortman	____	Paul G. Bangel	____
Carrie Sarver	____	DJ Williams-Persad	____	**Victoria Minard**	_X_

4.) Approved as to content: Assistant City Manager:

By: _____ Kathleen Gunn, Assistant City Manager

By: Stephen Scott Stephen Scott, Assistant City Manager

5.) City Manager: Please sign as indicated and forward :#_2___ originals to Mayor.

6.) Mayor: Please sign as indicated and forward :#_2___ originals to Clerk.

7.) To City Clerk for attestation and City seal. 5-23-08 Return 1 original to Meredith to Record w/BC

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: ~~retains~~ one original document and forwards _1_original documents to **JULIE LEONARD, ASST. UTILITIES DIR. OPS** - for LBTS

☒ Copy of document to **_MEREDITH-CAO_** ☒Original Route form to **MEREDITH - CAO_**

☐ Attach ____ certified copies of Reso. #_____ ☐Fill-in date _____

I:\VEM ROUTE 2007-2008\LBTS.doc 05/07/08

COMMISSION AGENDA REPORT

COMMISSION MEETING DATE: 05-06-2008 **AGENDA ITEM:** M-12

COMMISSION REPORT NO: 08-0545

PREPARED BY:

DEPT: Public Works

DEPARTMENT DIRECTOR'S SIGNATURE

Julie Leonard, Assistant Utilities Services Director - Operations 954-828-7802

AUTHOR'S NAME, TITLE, AND TELEPHONE NUMBER

CITY MANAGER'S SIGNATURE

TITLE 1: PURCHASE AGREEMENT - WATER DISTRIBUTION SYSTEM - $350,000

TITLE 2: TOWN OF LAUDERDALE-BY-THE-SEA

SUBJECT:

A motion authorizing the proper City Officials to execute an agreement with Town of Lauderdale-by-the-Sea for City purchase of Lauderdale-By-The-Sea water distribution system - $350,000.

REQUESTED ACTION (STAFF RECOMMENDATION - CONTENT OF MOTION):

Motion to approve.

- (●) **REGULAR AGENDA**
  - (●) Motion
  - ( ) Public Hearing
  - ( ) Resolution
  - ( ) Purchase
  - ( ) Consent Resolution
  - ( ) Motion for Discussion
  - ( ) Ordinance
  - ( ) Presentation
  - ( ) Citizen Presentation
- ( ) **CONFERENCE**
  - ( ) Old/New Business
  - ( ) Exec Closed Door
  - ( ) Conference Reports
  - ( ) Advisory Boards
  - ( ) City Commission Reports
  - ( ) City Manager Reports

Public Notice Advertised:

FUNDS APPROPRIATION/TRANSFER (provide index code, subobject, and title of subobject):

Transfer $350,000 from P11397.454-6599 Water and Sewer Fund Recap, to P11397.454-6[illegible], all in Fund 454 Subfund 01.

FOR PROCUREMENT ITEMS ONLY

PROCUREMENT REFERENCE NO: **TRANSACTION TYPE:**

BIDS SOLICITED/RECEIVED: **WBE:** **LATE BID:**

Vendor: **MBE:** **NO BID:**

Amount: **Details:**

Procurement Recommendation:

Description of Exhibits:

1. Background Information	2. Memorandum 08-065	3.
4.	5.	6.
7.	8.	9.

EXHIBITS: AVAILABLE VIA HARDCOPY: **Exhibit #s:**

PRIOR COMMISSION/BOARD ACTION: (attach additional file if necessary)

BACKGROUND/DETAIL:

See background information attached as Exhibit 1.

A copy of Commission memorandum 08-065 - Purchase of Water Distribution System is attached as Exhibit 2.

Attorney's Initials: VM

P1-12 S 6-0P

WATER SYSTEM ASSET PURCHASE, SERVICES, AND FRANCHISE AGREEMENT

THIS WATER SYSTEM ASSET PURCHASE, SERVICES, AND FRANCHISE AGREEMENT, dated this 6 day of May, 2008, by and between:

TOWN OF LAUDERDALE-BY-THE-SEA, a municipal corporation of the State of Florida (hereinafter "TOWN"),

and

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida (hereinafter "CITY").

WHEREAS, the TOWN is the owner of a water transmission and distribution system, including, but not necessarily limited to, hydrants, water mains, service lines, valves and equipment appurtenant or incidental thereto ("Facilities") in Broward County, Florida, which serves contiguous residential and commercial developments more particularly described in the Description of the Lauderdale-By-The-Sea Water System Map attached hereto and incorporated herein as Composite **Exhibit "A"** ("Service Area")[1]; and

WHEREAS, the Facilities are located in, over, above, under, and through the TOWN rights-of-way, and utility easements areas which are utilized or intended to be utilized as part of the TOWN's water distribution or transmission system; and

WHEREAS, CITY is engaged in the business of furnishing potable water service to its residents and to the public in the various communities surrounding the Fort Lauderdale city limits; and

WHEREAS, CITY desires to acquire and TOWN desires to sell the Facilities, and to provide potable water service to customers within the Service Area under a franchise granted by the TOWN; and

WHEREAS, the CITY has provided potable water service to the TOWN, through the TOWN-owned water transmission and distribution system for the past 30-plus years; and

WHEREAS, upon the transfer of the Facilities to CITY, CITY, as owner of the Facilities, will be fully responsible, except as otherwise specified herein, for all necessary repairs, maintenance, replacement, and capital improvements to the System and Facilities; and

WHEREAS, at its meeting of February 26, 2008, the Town Commission of TOWN authorized the proper Town officials to enter into this Water System Asset Purchase, Services, and Franchise Agreement with CITY; and

---

[1] The Service Area does not include that portion of the Town serviced by the City of Pompano Beach as of the date of this Agreement.

WHEREAS, at its meeting of May 6, 2008, CITY authorized the proper City officials to enter into this Water System Asset Purchase, Services, and Franchise Agreement with TOWN; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The above recitals are true and correct and incorporated herein as if set forth in full hereunder.

SALE OF SYSTEM

2. **Representations and Responsibilities of TOWN.** TOWN, as the seller of Facilities, represents, warrants, and agrees as follows:

A. TOWN, as the seller of the Facilities, is and will continue to remain up until the Closing, as provided in Section 5, the owner of the Facilities, holding good and marketable title, free and clear of all liens and encumbrances. CITY acknowledges there are no unpaid invoices by the Town.

B. TOWN will fully cooperate, provided no additional expense outside of everyday TOWN administration and operations is incurred, with CITY in any and all applications or petitions to public authorities deemed necessary or desirable to CITY in connection with its purchase of the Facilities from TOWN as contemplated in this Agreement.

C. TOWN agrees to convey all right, title, and interest in the Facilities. Facilities include, but are not limited to, all water utility assets and equipment owned by the TOWN within the Service Area. The Facilities expressly do not include any real property or interests therein other than as provided in this Agreement, cash in hand, or accounts receivable, all which shall remain with TOWN after Closing.

D. TOWN represents that there are no known or threatened actions at law or suits in equity or pending or threatened proceedings before the Florida Department of Environmental Protection or any other governmental agency against TOWN in connection with its Facilities and that no such actions will be pending or threatened at the time of the Closing.

E. TOWN represents that there are no contracts or obligations of any nature between TOWN and any other party that are adverse or in conflict with this Agreement and that no such contracts or obligations which are adverse or in conflict with this Agreement will be pending or threatened at the time of the Closing.

F. TOWN represents, the Facilities are capable of rendering water utility service in the ordinary course of business in compliance with all federal, state, and local rules and regulations, including but not limited to, all rules and regulations

pertaining to drinking water quality and standards and the Facilities will be capable of rendering water utility service as aforesaid at the time of the Closing.

G. TOWN is not retaining any water transmission and distribution system assets other than as provided herein.

H. No representation or warranty by TOWN in this Agreement, or any statement or certificate furnished to CITY pursuant to this Agreement or in connection with the transactions contemplated herein, contains or will contain any untrue statement of material fact or omission or will omit to state a material fact necessary to make the statements contained herein or therein not misleading and that all such representations and warranties as aforesaid will be and remain true through the date of the Closing.

I. Except as otherwise provided herein, the Facilities and assets being conveyed pursuant to this Agreement are being so conveyed in **"AS IS"/"WHERE IS" condition**, location, function, and material.

J. TOWN shall supply CITY, at the time of the Closing, with an Affidavit from its Town Manager attesting to the truthfulness of the foregoing representations.

3. Representations and Responsibilities of CITY.

A. CITY agrees to pay compensation to TOWN in accordance with Section 5 of this Agreement.

B. CITY acknowledges that it has maintained and operated the Facilities and assets being conveyed pursuant to this Agreement since 1953, and understands and acknowledges that CITY is accepting the Facilities and assets in their present **"AS IS"/"WHERE IS"** condition, location, function, and material.

C. CITY shall, upon closing, be fully responsible for necessary maintenance, repair, replacement and capital improvements by the Facilities.

D. CITY agrees to furnish potable water service to properties located within the Service Area in accordance with Section 6 of this Agreement.

E. CITY agrees to accommodate TOWN and pay a reasonable franchise fee pursuant to Section 6.K of this Agreement.

4. Public Hearing. CITY and TOWN each agree to conduct a public hearing and prepare the necessary documents required pursuant to Section 180.301, Florida Statutes, prior to executing this Agreement.

5. Closing and Purchase Price.

A. The Closing shall take place within sixty (60) days of approval of this transaction by the parties. Closing shall occur at the offices of the Town Attorney of TOWN or at such other time and place as TOWN and CITY may agree upon.

B. At the Closing, the TOWN will, upon due performance by CITY of its obligations under this Agreement, deliver:

(1) Bill of Sale Absolute conveying indefeasible and marketable title to all of the Facilities serving the Service Area, free and clear of all liens and encumbrances of every kind, nature or degree, a copy of such Bill of Sale Absolute being attached hereto as **Exhibit "B"** ; and

(2) An Easement Deed for water transmission and distribution in all public rights-of-way, utility easement areas within the Service Area, together with Easement Rights for water transmission and distribution in any real property title to which is vested in TOWN or hereafter acquired by TOWN which real property is utilized or intended to be utilized as part of the TOWN's water distribution or transmission system within the Service Area, a copy of such Easement Deed being attached hereto as **Exhibit "C"**; and

(3) All the files, document, papers, agreements, books of account, customer lists, original cost invoices, engineering drawings, as-builts, and records possessed by TOWN pertaining to the Facilities. These documents and records shall be furnished to CITY, on or before the Closing; and

(4) Affidavit by the TOWN Manager attesting to the truthfulness of representations as required by Paragraph 2. J. hereof.

C. At the Closing and from time to time thereafter as may be necessary, TOWN shall execute and deliver such further instruments of sale, conveyance, transfer, and assignment, and take such other action as CITY may reasonably request, in order to more effectively sell, transfer, and assign to CITY any of TOWN's Facilities, to confirm the title of CITY thereto, and to assist CITY in exercising its rights with respect thereto.

D. At the Closing, CITY shall, upon due performance by TOWN of its pre-Closing obligations under this Agreement, deliver to TOWN, the sum of **THREE HUNDRED FIFTY THOUSAND ($350,000.00) DOLLARS** ("Purchase Price").

E. The representations and warranties contained herein shall survive, and continue in effect, after the Closing.

POTABLE WATER SERVICE TO TOWN

6. **Water Service.** Unless otherwise extended, renewed, revoked or terminated sooner as provided in this Agreement, upon Closing and for a period of thirty (30) years thereafter, the exclusive franchise to provide potable water service to real property located within the Service Area of TOWN ("**Franchise**") is hereby granted to CITY, as follows:

A. The grant of the Franchise provides CITY with the authority, right, and privilege to construct, reconstruct, operate and maintain the Facilities located within, over, under, above and through the TOWN's rights-of-way, and easements which are utilized or intended to be utilized as part of the TOWN's water distribution or transmission system, as it is now or may in the future be constituted in accordance with Section 9 of this Agreement. Upon Closing, CITY is to be the exclusive potable water provider within the TOWN Service Area. The TOWN limits, which are not within the exclusive service area of another entity on the Closing date shall constitute the exclusive potable water service area of the CITY, as reflected on Exhibit "A".

B. TOWN agrees to cooperate with respect to potable water codes, ordinances, and resolutions adopted by the City Commission of CITY.

C. TOWN acknowledges CITY's right under Section 180.191, Florida Statutes to assess a surcharge on customers located within the Service Area; however this surcharge shall not exceed that percentage set forth in Florida Statutes or as assessed by CITY to other municipalities, water systems, or customers located outside of the boundaries of the CITY, whichever is lower.

D. CITY acknowledges and accepts the right of the TOWN to issue a Franchise pursuant to this Agreement and CITY agrees that it shall not now or at anytime hereafter challenge any lawful exercise of this right in any local, State, or federal court or agency, as this right existed upon Closing.

E. CITY agrees to supply all customers within the TOWN Service Area with adequate and customary water utility service, and to operate, maintain, repair, renew, and replace as necessary for any and all reasons, the Facilities acquired pursuant to this Agreement. CITY agrees to maintain, repair, and replace the Facilities conveyed pursuant to this Agreement at the same level, attention, and standards given to similar CITY-owned and operated water transmission and distribution facilities located within the City limits of CITY.

F. CITY agrees to treat all customers located within the Service Area at the same level of attention, courtesy, service and standards as that provided to Fort Lauderdale residents receiving potable water service from CITY. CITY shall bill customers within the Service Area directly in accordance with Chapter 28 of the City of Fort Lauderdale Code of Ordinances. TOWN shall bear no responsibility for bills for water service incurred by individual customers or account holders other than for water service used by the TOWN itself.

G. CITY represents and warrants that the potable water service to be provided to customers within the Service Area shall be in full compliance with all federal,

state, and local rules and regulations, including but not limited to, all rules and regulations pertaining to drinking water quality and standards. Subsequent to Closing, CITY shall be responsible for maintaining and obtaining from the State Board of Health, those permits or other data that may be required by the government agency or agencies having jurisdiction, for water meters, backflow preventers and service lines within the Service Area.

H. CITY agrees to utilize all safety practices required by law or which are accepted industry practices and standards, and agrees that the same shall be used during construction, maintenance, repair, and replacement of the Facilities or other aspects of the water transmission and distribution system.

I. Water sold to customers within the Service Area shall be supplied from the CITY's water producing facilities and shall be of substantially the same quality as the water furnished by CITY to all customers of CITY.

J. CITY shall be responsible for the installation, maintenance, repair, renewal, and replacement of fire hydrants within the Service Area, as necessary in the interests of public safety, as determined by the CITY or applicable regulations. TOWN agrees that for the one-year period following the date of Closing, the TOWN shall pay the initial capital cost for additional fire hydrants which may be needed within the Service Area, as determined by CITY.

K. As compensation for this Franchise and in consideration of permission to use the rights-of-way of the TOWN, together with easements and real property which are used or intended to be used as part of the water distribution and transmission system for the Service Area, for the construction, operation, maintenance, and reconstruction of the water distribution and transmission system Facilities, and to defray the costs of administering the Franchise, CITY shall pay to the TOWN, if required and established by TOWN, annually throughout the term of this Franchise, a percentage of Gross Revenues (as determined on a "cash receipts" basis) derived from customers within the Service Area ("Franchise Fee"), exclusive of that portion of the Franchise Fee which is passed on to the ultimate customer receiving, benefiting from, and billed for services provided to properties within the Service Area. The Franchise Fee shall be reasonable, may be established or modified by and at the discretion of the governing body of TOWN, and shall be due and payable to TOWN no sooner than one (1) year after the effective date of the adoption of such Franchise Fee. Payment of the Franchise Fee shall be as coordinated by CITY and TOWN staff. TOWN acknowledges that this Franchise Fee may be passed through to the ultimate customer receiving, benefiting from, and billed for services provided to properties within the Service Area.

7. **Cooperation.**

A. TOWN and CITY agree to cooperate with one another concerning their respective comprehensive plans and other activities involving the potable water system.

Upon expiration of the term or termination of this Agreement, all Facilities for the Service Area shall be considered abandoned by CITY.

B. TOWN agrees to exercise good faith in considering cooperation with the codes, ordinances, and resolutions adopted by CITY and concerning the delivery of potable water services.

C. Subject to the qualifications set forth below, CITY agrees to submit all proposed repairs, replacements, or capital improvements to the Facilities to the TOWN for permit review and approval at least fourteen (14) calendar days prior to initiation of the intended construction or improvements. Permit review and approval hereunder shall be at no cost to the CITY. Use of the TOWN public rights-of-way shall be subject to the approval of the TOWN, and such approval shall not be unreasonably withheld. The TOWN reserves the right to review and object to the manner, means, methods, and locations of the use of the TOWN's rights-of-way by CITY. Exempt from this requirement are emergency repairs or maintenance for items such as water main breaks, which shall immediately be reported to TOWN by CITY, and for which CITY agrees to work with TOWN to minimize inconvenience.

8. Termination; Reverter.

A. This Agreement to provide potable water and related services as provided herein shall continue until expiration of the term or until otherwise terminated by mutual agreement of the parties hereto.

B. In the event CITY abandons water transmission and distribution to potable water service customers within the Service Area subsequent to the Closing, the Facilities, excluding accounts receivable for water resources provided to the ultimate consumer prior to the date of abandonment, shall revert to the TOWN.

9. Rights-of-Way and Access to Facilities.

A. TOWN hereby grants to CITY, its successors and assigns, a non-exclusive easement for the purpose of operating, maintaining, repairing, constructing, and replacing Facilities located in, over, under, above and through the TOWN's public rights-of-way, and easements and real property which are used or intended to be used as part of the water distribution and transmission sytem for the Service Area.

B. When placing Facilities, equipment or fixtures, CITY shall consider the existing location of any gas, electric, telephone, cable, or sewer facilities, so as to not interfere, obstruct or hinder in any manner the various utilities serving the residents of the TOWN.

C. CITY warrants to TOWN that it will be responsible for promptly cleaning up and restoring that portion of public rights-of-way within the TOWN affected by this Agreement in accordance with CITY's policies for restoration as applicable to

similar work performed within the CITY as those policies are applicable to similarly situated properties within the CITY at the time the work is performed.

GENERAL PROVISIONS

10. Purchase of Facilities. CITY agrees that TOWN may purchase the Facilities and all assets related to the water transmission and distribution system for the Service Area upon three hundred sixty-five (365) days notice to CITY by TOWN. The purchase price shall be the fair market value of the Facilities as determined by a process to be agreed upon by the CITY and the TOWN. If the parties cannot agree on a procedure to determine fair market value, fair market value shall be determined by the average price of three independent appraisers experienced in the valuation of public utility infrastructure. Each municipality shall choose an appraiser and the third appraiser shall be chosen upon the mutual agreement of the Town Manager of TOWN and the City Manager of CITY. The costs for the three appraisers shall be split equally between the CITY and TOWN.

11. Notices. Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

For CITY:
City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

For TOWN:
Town Manager
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

12. Acceptance of Payment. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim either party may have for further sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by either party or their respective designee, at any time during the calendar year upon reasonable notice and specification of the documents requested to be reviewed. All financial books and records shall be maintained by the CITY in accordance with applicable regulations and in accordance with generally accepted accounting principles.

13. Indemnification. CITY and TOWN are each state agencies as defined in Chapter 768.28, Florida Statutes. Each agrees to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing

herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

14. Amendment. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

15. Assignment. The respective obligations of the parties set forth in this Agreement shall not be assigned, in whole or in part.

16. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

17. Extent of Agreement. This Agreement represents the entire and integrated Agreement between CITY and TOWN and supersedes all prior negotiations, representations or agreements, either written or oral, that are in conflict with this Agreement.

18. Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

19. Dispute Resolution.

A. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

B. Mediation. In the event that the parties cannot by exercise of their best efforts resolve the dispute, the parties shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within forty-five (45) days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to the City Manager of CITY and Town Manager of TOWN, who shall act in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) days after such meeting, the dispute may be litigated or submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

C. **Arbitration.** Any controversies or disputes arising out of or relating to this Agreement may be resolved by binding arbitration in accordance with the Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

D. All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than twenty (20) days after the notice of arbitration is served or litigation is filed and served on the other party.

E. If arbitration is agreed upon by the parties, the arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

20. Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or enforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of any other provision of this Agreement.

21. Third Party Beneficiaries. Neither TOWN nor CITY intend that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

22. Compliance with Laws. The parties shall comply with all federal, state and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

23. Records. CITY and TOWN shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes. Each party shall be responsible for compliance with public document requests served upon it pursuant to Section 119.07, Florida Statutes, and for any resulting award of attorney's fees for noncompliance with the Florida Public

Records Act. Each party shall have the right to audit the books, records, and accounts of the other that are related to this Agreement. In addition, each party shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Each party shall preserve and make available, at reasonable times for examination and audit by the other, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement. If an audit has been initiated and audit findings have not been resolved, the books, records, and accounts shall be retained until resolution of the audit findings. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by either party. In the event an audit results in a determination that CITY has underpaid any Franchise Fee by five (5%) percent or more or has knowingly misstated financial information in any report furnished to TOWN, CITY shall pay the total reasonable cost of the audit of CITY's providing of potable water service and related functions to TOWN and TOWN residents in accordance with this Agreement, plus any such underpaid amount(s).

24. Waiver. The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

25. Exhibits. The Exhibit(s) to this Agreement are a part hereof and are hereby incorporated in full by reference.

[THE REMAINDER OF THIS PAGE INTENTIONALLY REMAINS BLANK]

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

ATTEST:

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Mayor

By: _____
Town Manager

ATTEST:

_____
Town Clerk

Approved as to form:

_____
Town Attorney

WITNESSES:

CITY OF FORT LAUDERDALE

By: _____
Mayor

By: _____
City Manager

ATTEST:

_____
City Clerk

Approved as to form:

_____
Asst. City Attorney

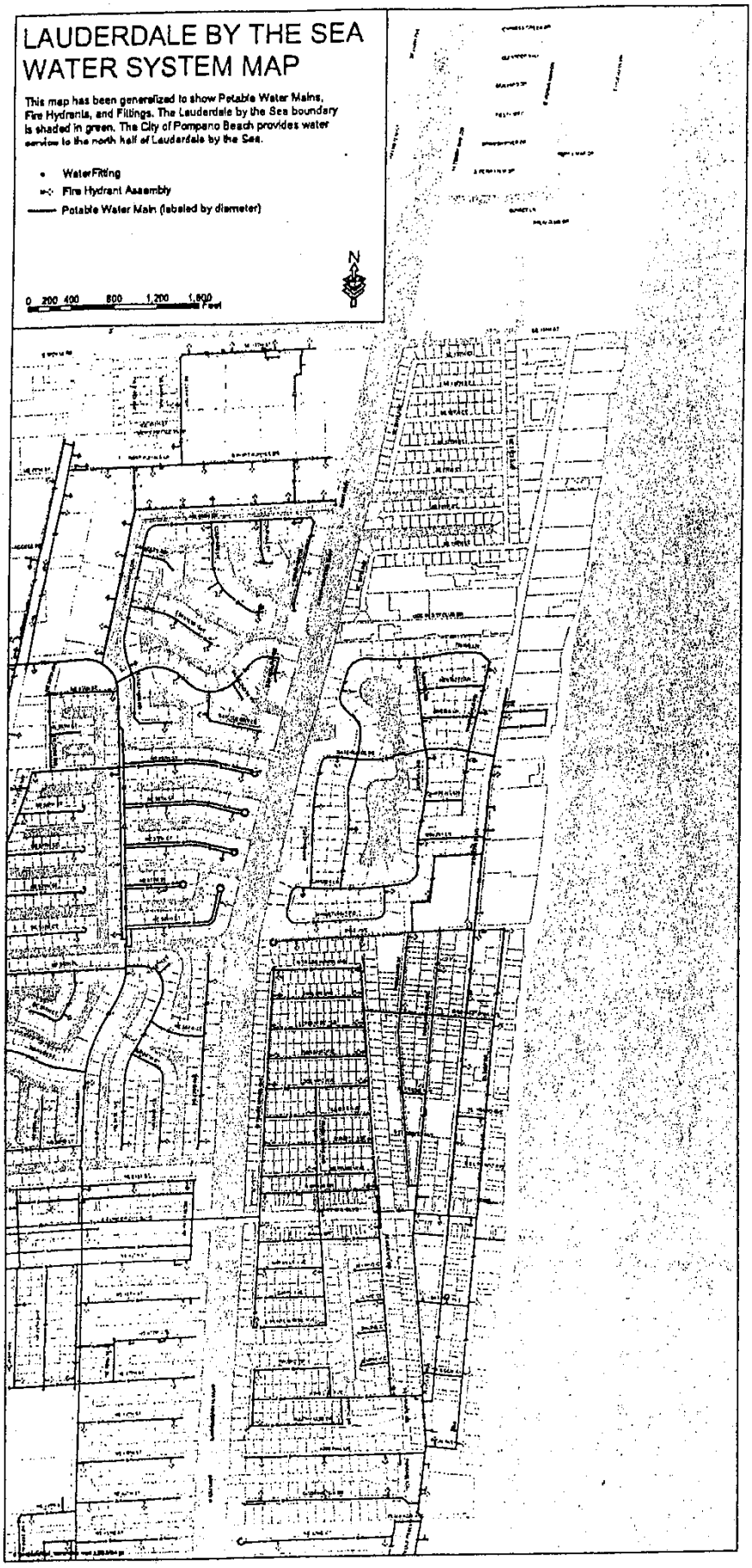

LAUDERDALE BY THE SEA
WATER SYSTEM MAP
This map has been generalized to show Potable Water Mains, Fire Hydrants, and Fittings. The Lauderdale by the Sea boundary is shaded in green. The City of Pompano Beach provides water service to the north half of Lauderdale by the Sea.
WaterFitting
Fire Hydrant Assembly
Potable Water Main (labeled by diameter)
N
0 200 400 800 1,200 1,600
Feet

EXHIBIT - B

BILL OF SALE
ABSOLUTE

KNOW ALL MEN BY THESE PRESENTS that for and in consideration Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned TOWN OF LAUDERDALE-BY-THE-SEA, a Florida municipal corporation (the "Seller"), hereby grants, conveys, bargains, sells, assigns, transfers, delivers and sets over to CITY OF FORT LAUDERDALE, a Florida municipal corporation (the "Buyer") and its successors and assigns, all of the Seller's right, title and interest in and to the Facilities. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement for Water System Asset Purchase, Services and Franchise Agreement, dated MAY 6, 2008, among the Buyer and the Seller (the "Purchase Agreement"), an executed copy of which is on file with the City Clerk for the City of Fort Lauderdale and the Town Clerk for the Town of Lauderdale-By-The-Sea.

The Seller represents and warrants to the Buyer that, on the date hereof, the Seller has good and marketable title to the Facilities, free and clear of all restrictions on or conditions to transfer and free and clear of all mortgages, liens, pledges, options, charges, encumbrances, claims and security interests.

EXCEPT TO THE EXTENT PROVIDED HEREIN OR IN THE PURCHASE AGREEMENT, NEITHER THE SELLER NOR ANY OFFICIAL MAKES, NOR SHALL IT OR THEY BE DEEMED TO MAKE, AND THE SELLER AND THE OFFICIALS HEREBY DISCLAIM, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, WORKMANSHIP, DESIGN, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE FACILITIES OR ANY OTHER REPRESENTATION OR WARRANTY, WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE FACILITIES, WHETHER ARISING PURSUANT TO ANY LAW PRESENTLY OR HEREAFTER IN EFFECT OR OTHERWISE. **THE FACILITIES ARE BEING CONVEYED TO BUYER IN "AS IS" CONDITION.**

The Seller hereby covenants to the Buyer that it will warrant and defend title to the Facilities against the claims and demands of all persons. This Bill of Sale and the representations, warranties and covenants contained herein shall inure to the benefit of the Buyer, shall be binding on the Seller and shall survive the execution and delivery hereof.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale this 6 day of MAY, 2008.

[The balance of this page intentionally remains blank.]

EXHIBIT - B

TOWN OF LAUDERDALE-BY-THE-SEA

By _____
ROSEANN MINNET, Mayor

_____
(Witness-print or type name)

_____
(Witness-print or type name)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 6th day of March, 2008, by ROSEANN MINNET as Mayor of the Town of Lauderdale-By-The-Sea. She is personally known to me and did not take an oath.

(SEAL)

JUNE A. WHITE
Notary Public - State of Florida
My Commission Expires Sep 13, 2011
Commission # DD 714377
Bonded Through National Notary Assn.

_____
Notary Public, State of Florida (Signature of Notary taking Acknowledgment)

My Commission Expires:

DD 714377
Commission Number

EXHIBIT - C

PREPARED BY AND RETURN TO:
Samuel S. Goren, Esq.
Michael J. Pawelczyk, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

Space Reserved for Recording Information

EASEMENT DEED

THIS INDENTURE made this 6 day of March, 2008, by and between:

TOWN OF LAUDERDALE-BY-THE-SEA, a Florida municipal corporation whose address is 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida, 33308 (hereinafter "GRANTOR),

and

CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 ("GRANTEE").

WITNESSETH:

That the said GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to said GRANTOR in hand paid by said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said GRANTEE, its successors and assigns a water utility easement to, in, over, along, through, above and under those certain parcels of land situated, lying and being in Lauderdale-By-The-Sea, Broward County, Florida and described as follows:

(i) any and all public rights of way now or hereafter dedicated to Grantor within GRANTOR's Service Area; and

(ii) any and all water utility easements now held or hereafter acquired by or dedicated to GRANTOR within GRANTOR's Service Area; and

(iii) any and all real property title to which is now vested in or hereafter acquired by GRANTOR where such real property is utilized or intended to be utilized by GRANTOR as part of a water distribution and transmission system within GRANTOR's Service Area.

For the purpose of the foregoing description, the term "GRANTOR's Service Area" shall have the meaning ascribed to it in that certain Water System Asset Purchase, Service and Franchise Agreement between GRANTOR and GRANTEE, dated MAY 6, 2008, a copy of which is on file with the City Clerk of the City of Fort Lauderdale and the Town Clerk of the Town of Lauderdale-By-The-Sea.

(The foregoing is collectively referred to herein as "Easement Area.")

The water utility easement rights granted herein shall be for use by GRANTEE, its successors and assigns, in conjunction with the operation of a water distribution and transmission system within GRANTOR's Service Area and shall include, but not be limited to, the right to access, construct, place, operate, maintain, repair and reconstruct improvements or facilities, including, but not limited to hydrants, water mains, service lines, valves and other equipment appurtenant or incidental to such water distribution and transmission system.

GRANTOR hereby covenants with GRANTEE that GRANTOR is either now or hereafter shall be lawfully seized of water utility easement rights within the Easement Area described above, free and clear of all liens and encumbrances which might be superior to the easement rights conveyed herein and that GRANTOR hereby fully warrants and defends the easement rights within this Easement Area hereby granted and conveyed against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD the same unto the GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year first above written.

TOWN OF LAUDERDALE-BY-THE-SEA

BY: _____
ROSEANN MINNET, Mayor

_____
JOHN E. OLIVERIO
(Witness-print or type name)

Easement Deed
Grantor Town of Lauderdale-By-The-Sea
Grantee City of Fort Lauderdale
Rev. 10/20/2006
W:\Documents\Draft Agreements\Water Agreement Fort Lauderdale\Water System Final Easement 022608.doc

EXHIBIT - C

N. L. Jones
Nekisha Smith
(Witness-print or type name)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 6th day of March, 2008, by ROSEANN MINNET as Mayor of the Town of Lauderdale-By-The-Sea. She is personally known to me and did not take an oath.

(SEAL)

June A. White
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

My Commission Expires:

JUNE A. WHITE
Notary Public - State of Florida
My Commission Expires Sep 13, 2011
Commission # DD 714377
Bonded Through National Notary Assn.

DD 714377
Commission Number

Easement Deed
Grantor Town of Lauderdale-By-The-Sea
Grantee City of Fort Lauderdale
Rev. 10/20/2006
W:\Documents\Draft Agreements\Water Agreement Fort Lauderdale\Water System Final Easement 022608.doc

Agreement
City of North Lauderdale

LARGE USER/WATER

RECEIVED
UTILITIES DEPARTMENT
1993 NOV 11 AM 11:50

WATER AGREEMENT

THIS IS AN AGREEMENT, entered into on February 6, 1990, among:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "Vendor",

and

CITY OF NORTH LAUDERDALE, a municipal corporation of the State of Florida,,

and

LINCOLN PROPERTY COMPANY TEXAS, INC., a Texas corporation, hereinafter referred to as "Consumer",

and

FOREST LAKE DEVELOPMENT, a Florida general partnership, hereinafter referred to as "Owner".

The City of North Lauderdale has annexed, effective June 8, 1989, the property described in Exhibit "A" ("Property"), attached to and made a part of this Agreement.

Owner owns the property and Consumer is the contract vendee for the Property.

Consumer plans to construct a residential development on the Property called Mariners Cove.

The City of North Lauderdale is unable to provide the necessary water and wastewater services to the Property for a residential development, and Consumer has requested that the City of Fort Lauderdale provide such services.

The City of Fort Lauderdale is able to provide water and wastewater services to the Property, subject to the terms and conditions of this Agreement. At its meeting of February 6, 1990, by Resolution No. 90-39, the City Commission of the City of Fort Lauderdale authorized its officials to enter into this Agreement.

The City of North Lauderdale is amenable to and consents to the City of Fort Lauderdale providing such services within the corporate limits of the City of North Lauderdale, subject to the terms and conditions of this Agreement. At its meeting of May 10, 1990, by Resolution 90-5-1945, the City Commission of the City of North Lauderdale authorized its officials to enter into this Agreement.

In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The above recitations are true and correct and are incorporated into this Agreement.

2. The term of this Agreement commences on the date first appearing above and terminates at such time as potable water service for residential uses is no longer required on the Property.

3. Vendor will deliver potable water to Consumer at the meter described below in such quantity as may be required by Consumer.

4. Notwithstanding anything to the contrary contained in Paragraph 3, Vendor shall not be obligated to supply Consumer's requirements of potable water during periods of emergency occurring within Vendor's corporate limits, including but not limited to fire, storm, flood, drought, explosion, civil commotion or riot, acts of the public enemy, sabotage, strikes or other labor disputes, and other acts of God or in the event it should become necessary for Vendor to adopt regulations for conservation or restriction of water use as promulgated by the South Florida Water Management District. In such case, Vendor will deliver water to the meter only in such quantities as are available for allocation by Vendor among all its water consumers.

5. Vendor shall install a meter to be located on the Property, and Owner shall grant and deliver to Vendor simultaneously herewith a utility easement over a portion of the Property for purposes of installation and maintenance of the meter and main. All water furnished by Vendor to Consumer shall be deemed delivered at the point of being metered at the meter. The meter and ten inch (10") water main to be connected to Vendor's twelve inch (12") water main at N. W. 62nd Street shall be procured, installed and maintained and title retained thereto by Vendor. Consumer shall reimburse Vendor for all costs associated with the procurement and installation thereof, but Vendor shall maintain the meter and main at its expense. The utility easement is depicted and described in Exhibit "B", attached to and made a part of this Agreement. Owner shall obtain the consent of all holders of encumbrances to subordinate their interests in the Property to City's easement.

6. Consumer shall install and maintain and its expense, such backflow prevention device downstream of the meter as may be required by Vendor.

7. Vendor and Consumer shall simultaneously herewith enter into a sanitary sewer agreement to provide for wastewater services for the Property. Potable water service to the Property shall not commence prior to the installation of the sanitary sewer improvements and payment of the capital expansion fee referred to in the sanitary sewer agreement.

8. The water rates to be charged by the Vendor to the Consumer shall be the monthly rates now or hereafter charged to potable water customers outside the corporate limits of Vendor, pursuant to the Code of Ordinances of Vendor.

9. Consumer shall pay promptly all statements for water and sewer service. Should Consumer fail or refuse to pay the full amount of any statement within the thirty (30) days after same has been submitted, Vendor shall have the right:

(a) To enforce any provisions of the Code of Ordinances of Vendor providing for discontinuance of service until past due indebtedness is paid.

(b) To apply to the Circuit Court in and for Broward County, for appropriate relief.

10. The City of North Lauderdale agrees that it will enforce or allow Vendor to enforce as to the Property, all applicable provisions of Vendor's Code of Ordinances, as they may be amended from time to time, pertaining to water and wastewater services, including any regulations adopted by state or federal agencies in response to new state or federal laws which Vendor may be required to enforce. In the event that North Lauderdale prevents Vendor from enforcing such ordinances and other regulations as to the Property, the Vendor reserves the right to terminate water and wastewater services to the Property until the Property comes into compliance.

11. Consumer shall remit to the City of North Lauderdale all applicable utility taxes required by the City of North Lauderdale Code of Ordinances. Vendor agrees to advise the City of North Lauderdale of the potable water amounts billed to Consumer for purposes of assessing the utility tax amount.

12. Potable water sold to Consumer hereunder will be supplied from Vendor's potable water producing facilities and will be of substantially the same quality as the potable water furnished by Vendor to its consumers within the corporate limits of Vendor.

13. Vendor makes no guarantee with regard to the maintenance of any pressure in fire service or the main supplying the same, and the Vendor shall not be liable for any loss or damage to Consumer for a deficiency or failure in the supply of water, whether occasioned by accident, alteration, extension, connection, repair or any other reason whatsoever.

14. Any notice required by this Agreement to be given by one party to the other shall be in writing, and the same shall be served as follows:

By certified mail, return receipt requested, to the following addresses:

VENDOR:	City of Fort Lauderdale Director, Utilities Department P. O. Drawer 14250 Fort Lauderdale, Florida 33302
CONSUMER:	Lincoln Property Company Texas, Inc. One Park Place 621 N. W. 53rd Street, Suite 125 Boca Raton, Florida 33486 Attention: Marc deBaptiste
Copy to:	Ruden, Barnett, McClosky, Smith, Schuster & Russell, P.A. 110 East Broward Boulevard, PH-8 Fort Lauderdale, Florida 33301 Attention: Dennis D. Mele, Esq.
OWNER:	Stiles Development 6400 North Andrews Avenue Fort Lauderdale, Florida 33309-2103 Attention: Chip Winston
CITY OF NORTH LAUDERDALE:	City of North Lauderdale 701 S. W. 71st Avenue North Lauderdale, Florida 33068 Attention: Eric Soroka, City Manager

or to such other addresses as the parties may be writing to the other designate.

15. This document contains the entire agreement of the parties. It may be amended only by a document executed with equal dignity by all parties.

16. The failure of any party to seek redress for violation of, or to insist upon the strict performance of any term or condition contained in this Agreement shall not be construed as a waiver or relinquishment in the future of any such term or condition.

17. If any provision of this Agreement shall be judged invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each and every provision of this Agreement shall be enforceable to the fullest extent permitted by law.

18. Owner and Consumer shall indemnify and save Vendor harmless from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Agreement for any bodily injury, loss of life, or damage to property sustained as a result of any act or omission of Owner or Consumer or their employees, agents or servants derived from the performance of this Agreement, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation of them, or the defense of any action or proceeding brought on them, and from and against any orders, judgments or decrees which may be entered in them.

19. This Agreement shall be deemed to run with the Property. Neither Owner nor Consumer may assign their interest in this Agreement separate and apart from their interest in the Property. Any such assignment shall require the prior consent of Vendor, which consent shall not be unreasonably withheld.

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

WITNESSES:

C. Jane Cochran

Priscilla M. Loyd

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By _____
Mayor

By _____
Acting City Manager

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ROBERT O. COX, PETER J. WITSCHEN and KRIS L. ~~ANDERSON~~ MILLS, Mayor, Acting City Manager and City Clerk, respectively, of the City of Fort Lauderdale, Florida, a municipal corporation of Florida, and acknowledged they executed the foregoing Agreement as the proper officials of the City of Fort Lauderdale, and the same is the act and deed of the City of Fort Lauderdale.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at Fort Lauderdale, in the State and County aforesaid on May 29, 1990.

(SEAL)

Notary Public
My Commission Expires:

WITNESSES:

Carol G. Condon

Anna M. Garcia

(CORPORATE SEAL)

CITY OF NORTH LAUDERDALE

By ~~Mayor~~

By E. J. City Manager

ATTEST:

City Clerk

Approved as to form:

City Attorney 5/14/90

STATE OF FLORIDA:
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ERIC SOLOMAN CM Dyer Agenda to ~~Mayor~~, City Manager and City Clerk, respectively, of the City of North Lauderdale, Florida, a municipal corporation of Florida, and acknowledged they executed the foregoing Agreement as the proper officials of the City of North Lauderdale, and the same is the act and deed of the City of North Lauderdale.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at North Lauderdale, in the State and County aforesaid on May 10, 1990.

(SEAL)

Linda Higgins
Notary Public
My Commission Expires:

"OFFICIAL NOTARY SEAL"
LINDA HIGGINS
My Comm. Exp. 8/28/93
Bonded thru
Notary Public Und.

- 5 -

WITNESSES:

Carol G Tendon

Anna M. Garcia

(CORPORATE SEAL)

CITY OF NORTH LAUDERDALE

By _____
Mayor

By _____
City Manager

ATTEST:

_____
City Clerk

Approved as to form:

_____, 5/14/90
City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ERIC SOLOMON CM Dyer Assistant to ~~Mayor~~, City Manager and City Clerk, respectively, of the City of North Lauderdale, Florida, a municipal corporation of Florida, and acknowledged they executed the foregoing Agreement as the proper officials of the City of North Lauderdale, and the same is the act and deed of the City of North Lauderdale.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at North Lauderdale, in the State and County aforesaid on May 10, 1990.

(SEAL)

_____
Notary Public
My Commission Expires:

"OFFICIAL NOTARY SEAL"
LINDA HIGGINS
My Comm. Exp. 8/28/93
Bonded thru
Notary Public Und.

Agreement
City of Oakland Park

City of Fort Lauderdale

City Commission Regular Meeting

Agenda

See Resolution R-4

FORT LAUDERDALE CITY COMMISSION

DEAN J. TRANTALIS Mayor
BEN SORENSEN Vice Mayor - Commissioner - District IV
HEATHER MORAITIS Commissioner - District I
STEVEN GLASSMAN Commissioner - District II
ROBERT L. McKINZIE Commissioner - District III

GREG CHAVARRIA, City Manager
DAVID R. SOLOMAN, City Clerk
ALAIN E. BOILEAU, City Attorney
PATRICK REILLY, Interim City Auditor

PUBLIC APPEARANCES BEFORE THE CITY COMMISSION:

If any person wishes to address the City Commission, the person shall sign up in the City Hall lobby. A member of the City Clerk's Office Staff will be there to assist. Speaker Cards are given to the Mayor. After being recognized by the Mayor, the speaker should approach the podium, identify the agenda item in question, indicate support, opposition, or neutrality on the agenda item, and then proceed to succinctly state the speaker's position or present information.

If an attorney, or any other person appears before the Commission in a representative capacity, the attorney, or other representative shall also sign up in the City Hall lobby. A member of the City Clerk's Office Staff will be there to assist. After being recognized by the Mayor, the speaker should approach the podium, identify the client(s) being represented, and identify the agenda item in question. The speaker shall then indicate the client's support, opposition, or neutrality on the agenda item and then proceed to succinctly state the client's position or present information on behalf of the client(s).

Pursuant to Section 3.13 of the Charter of the City of Fort Lauderdale, Florida, the Mayor shall maintain order at all meetings, and the Police Department, upon instructions of the Mayor, shall expel any person from the meeting who refuses to obey the order of the Mayor in relation to preserving order at the meetings. Any person who interrupts or disturbs a City Commission meeting, or who willfully enters or remains in a City Commission meeting having been warned by the Mayor to depart and who refuses to do so, may be subject to arrest.

AUXILIARY AIDS AND SERVICES: If you desire auxiliary aids or services or both to assist in viewing or hearing the City Commission meetings or reading the agenda and minutes for the meeting, please contact the City Clerk's Office at 954-828-5002 at a minimum of two days prior to the meeting and arrangements will be made to provide these services to you.

NOTICE TO MEMBERS OF THE PUBLIC: If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, the person will need a record of the proceedings, and that, for such purpose, the person 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.

Pledge of Allegiance

ROLL CALL

Approval of MINUTES and Agenda

22-0853 Minutes for May 17, 2022, Commission Joint Workshop with Citizens' Police Review Board, May 17, 2022, Commission Conference Meeting, May 17, 2022, Commission Regular Meeting and June 7, 2022 Commission Conference Meeting - (Commission Districts 1, 2, 3 and 4)

Attachments: May 17, 2022 Joint Workshop with Citizens' Police Review Board
May 17, 2022 Commission Conference Meeting
May 17, 2022 Commission Regular Meeting
June 7, 2022 Commission Conference Meeting

PRESENTATIONS

PRES-1 22-0860 Vice Mayor Sorensen to present a Proclamation declaring September 2022, as Suicide Prevention Awareness Month in the City of Fort Lauderdale

PRES-2 22-0861 Commissioner Glassman to present a Proclamation declaring September 2022, as Childhood Cancer Awareness Month in the City of Fort Lauderdale

PRES-3 22-0862 Commissioner Moraitis to present a Proclamation declaring September 2022, as Hunger Action Month in the City of Fort Lauderdale

PRES-4 22-0863 Fire Chief Rhoda Mae Kerr Citizen Recognition

CONSENT AGENDA PUBLIC COMMENT

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion on which members of the public will be given three (3) minutes to speak prior to its approval. An item may be removed from the Consent Agenda and considered separately if discussion is desired by any City Commissioner or charter officer.

CONSENT MOTION

CM-1 22-0764 Motion Approving an Event Agreement for Afro Pride Music & Arts Festival - (Commission District 3)

Attachments: Commission Agenda Memo 22-0764
Exhibit 1 – Afro Pride Music & Arts Festival Application
Exhibit 1a – Afro Pride Music & Arts Festival Site Plan
Exhibit 1b – Afro Pride Music & Arts Festival Agreement
Exhibit 2 – October 2022 Special Events Calendar

CM-2 22-0745 Motion Accepting Broward County Enhanced Marine Law Enforcement Grant Program Funds - $184,104 - (Commission Districts 1, 2, 3 and 4)

Attachments: Commission Agenda Memo #22-0745
Exhibit 1 - FY2022-2023 Enhanced Marine Law Enforcement Grant Program Ag

CONSENT RESOLUTION

CR-1 22-0536 Resolution Approving the Design, Installation and Maintenance of Signal Control Box Wraps and Execution of a Community Aesthetic Feature Agreement with the Florida Department of Transportation for Signal Control Box Wrap Projects along Davie Boulevard, State Road A1A, and SE 17th Street within FDOT Right-of-Way - (Commission Districts 1, 2 and 4)

Attachments: Commission Agenda Memo 22-0536
Exhibit 1 – Community Aesthetic Feature Agreement
Exhibit 2 - Proposed Locations and Designs
Exhibit 3 – Resolution

CR-2 22-0679 Resolution Approving and Authorizing the Execution of a Landscape Maintenance Memorandum of Agreement for State Road 5 (US 1) with the Florida Department of Transportation for Improvements Within the Right-of-Way of State Road 5 (US 1) and Assumption of Liability and Hold Harmless Agreement with Flagler Sixth, LLC - (Commission District 2)

Attachments: Commission Agenda Memo 22-0679
Exhibit 1 - Maintenance Memorandum of Agreement
Exhibit 2 - Assumption of Liability and Hold Harmless Agreement
Exhibit 3 - Location Map
Exhibit 4 - Resolution

CR-3 22-0693 Resolution Imposing Special Assessment Liens for Lot Clearing - (Commission Districts 2, 3 and 4)

Attachments: Commission Agenda Memo #22-0693
Exhibit 1 - Lot Clearing and Cleaning Report
Exhibit 2 - Resolution

CR-4 22-0694 Resolution Imposing Special Assessment Liens for Costs Associated with Securing of Multiple Properties - (Commission Districts 1, 3 and 4)

Attachments: Commission Agenda Memo #22-0694
Exhibit 1 - Board Up Report
Exhibit 2 - Resolution

CR-5 22-0718 Resolution Increasing the Compensation to be Paid to Special Counsel, Haliczer, Pettis & Schwamm, P.A., Nabors, Giblin & Nickerson, P.A., Kim Vaughan Lerner LLP, T.S. Alvarez, P.A., d/b/a Martin, Lister & Alvarez, Billing, Cochran, Lyles, Mauro & Ramsey, P.A., and Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A., for Legal Services for General Liability Claims and Related Litigation and Appeals and Haliczer, Pettis & Schwamm, P.A., and Massey, Coican & King, PLLC, for Legal Services for Workers' Compensation Claim Cases - (Commission Districts 1, 2, 3 and 4)

Attachments: Commission Agenda Memo 22-0718
Exhibit 1 - Resolution

CR-6 22-0736 Resolution Approving a Public Transportation Grant Agreement with the Florida Department of Transportation for the Design of Runway 9-27 Pavement Rehabilitation Project at Fort Lauderdale Executive Airport - $25,000 - (Commission District 1)

Attachments: Commission Agenda Memo 22-0736
Exhibit 1 - Project Sketch
Exhibit 2 – PTGA No. 449598-1-94-01
Exhibit 3 – Resolution

CR-7 22-0752 Resolution Authorizing the City Manager to Execute a Project Agreement Accepting a Grant of up to $7,312 from the Florida Inland Navigation District - Small Scale Derelict Vessel Removal Program to Remove a Derelict Vessel from the Intracoastal Waterway / ICW-BR-FL-22- 03 - (Commission District 1)

Attachments: Commission Agenda Memo 22-0752
Exhibit 1 – Project Agreement ICW-BR-FL-22-03
Exhibit 2- Resolution

CR-8 22-0760 Resolution Authorizing the City Manager to Submit a Grant Application for $600,000 to Broward County - Broward Boating Improvement Program to Renovate the Cooley's Landing Marina - (Commission District 2)

Attachments: Commission Agenda Memo 22-0760
Exhibit 1 – Grant Pre-application Form
Exhibit 2 – Grant Application Form
Exhibit 3 - Resolution

CR-9 22-0772 Resolution Approving an Amendment to Interlocal Agreement for the NE 4th Avenue Complete Street Project between Broward County, the City of Fort Lauderdale, and the Fort Lauderdale Community Redevelopment Agency - (Commission District 2)

Attachments: Commission Agenda Memo 22-0772
Exhibit 1 – Interlocal Agreement
Exhibit 2 – Letter to Broward County
Exhibit 3 – Amendment to the Interlocal Agreement-Updated
Exhibit 4 – Resolution

CR-10 22-0773 Resolution Accepting Grant Funds from the United States Department of Homeland Security, Urban Area Security Initiative, State of Florida Division of Emergency Management through the City of Miami, FY 2021 Urban Area Security Initiative (UASI), for $477,666 - (Commission Districts 1, 2, 3 and 4)

Attachments: Commission Agenda Memo 22-0773
Exhibit 1 - FY2021 UASI Contract
Exhibit 2 - FY2021 Budget Miami-Fort Lauderdale UASI
Exhibit 3 - Resolution

CR-11 22-0818 Resolution Approving a Public Transportation Grant Agreement with the Florida Department of Transportation for Runway 13-31 Pavement Sealing at Fort Lauderdale Executive Airport - $371,200 - (Commission District 1)

Attachments: Commission Agenda Memo 22-0818
Exhibit 1 - Project Sketch
Exhibit 2 - PTGA No. 445970-1-94-01
Exhibit 3 – Resolution

CR-12 22-0681 Resolution Approving the Consolidated Budget Amendment to Fiscal Year 2022 - Appropriation - (Commission Districts 1, 2, 3 and 4)

Attachments: Commission Agenda Memo 22-0681
Exhibit 1 - Resolution

CONSENT PURCHASE

CP-1 22-0575 Motion Awarding Contract for Pumping Services - Green Team Plumbing, LLC d/b/a Greenteam Service Corporation, A & A Drainage & Vac Services, Inc., EnviroWaste Services Group, Inc., and All Liquid Environmental Services LLC d/b/a Johnson Environmental Services - $400,000 - (Commission Districts 1, 2, 3 and 4)

Attachments:
- Commission Agenda Memo #22-0575
- Exhibit 1 - Solicitation
- Exhibit 2 - Bid Tabulation
- Exhibit 3 - Green Team Plumbing, LLC d/b/a Greenteam Service Corporation, A
- Exhibit 4 - EnviroWaste Services Group, Inc., Agreement
- Exhibit 5 - All Liquid Environmental Services LLC Agreement
- Exhibit 6 - A & A Drainage & Vac Services, Inc., Agreement
- Exhibit 7 - GreenTeam Plumbing, LLC d/b/a Greenteam Service Corporation, bi
- Exhibit 8 - EnviroWaste Services Group, Inc., bid
- Exhibit 9 - All Liquid Environmental Services LLC dba Johnson Environmental S
- Exhibit 10 - A & A Drainage & Vac Services, Inc., bid

CP-2 22-0582 Motion Approving a Design Criteria Package Agreement for the 17th Street Causeway Large Water Main Replacement Project - Chen Moore and Associates, Inc. - $427,868 - (Commission District 4)

Attachments:
- Commission Agenda Memo 22-0582
- Exhibit 1- Solicitation
- Exhibit 2- Final Ranking
- Exhibit 3 - Chen Moore & Associates, Inc. Proposal
- Exhibit 4 - Agreement

CP-3 22-0717 Motion Approving Agreement for the Purchase of Hauling and Disposal of Silts and Soils and for the Sale of Dewatering Containers - MST Scrap Metal Inc. d/b/a MST Dumpsters - $133,881 - (Commission Districts 1, 2, 3 and 4)

Attachments:
- Commission Agenda Memo #22-0717
- Exhibit 1 - Solicitation
- Exhibit 2 - Bid Tabulation
- Exhibit 3 – COFL - MST Scrap Metal Agreement_Final

CP-4 22-0689 Motion Approving a Design Build Agreement for Flagler Village New Pumping Station A-24 - David Mancini & Sons, Inc. - $3,615,000 - (Commission District 2)

Attachments: Commission Agenda Memo #22-0689
Exhibit 1A - Solicitation
Exhibit 1B - Solicitation
Exhibit 2 - David Mancini Proposal
Exhibit 3 - David Mancini & Sons, Inc. Calculation Correction Pricing Acknowled
Exhibit 4 - Tabulation
Exhibit 5 - Agreement

MOTIONS

Those matters included under the Motions category differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion item if so desired.

M-1 22-0830 Motion Approving Event Agreements and Related Road Closures for NOBE Sunday Block Party, Vegan BBQ Party (presented by: Vegan Block Party), 17th Annual Duck Fest Derby, 35th Annual Las Olas Art Fair, Uptown 5K on the Runway, and First Street Cars and Coffee - (Commission Districts 1, 2 and 4)

Attachments:
Commission Agenda Memo 22-0830
Exhibit 1 – NOBE Sunday Block Party Application
Exhibit 1a – NOBE Sunday Block Party Site Plan
Exhibit 1b – NOBE Sunday Block Party Agreement
Exhibit 2 – Vegan BBQ Party (presented by Vegan Block Party) Application
Exhibit 2a – Vegan BBQ Party (presented by Vegan Block Party) Site Plan
Exhibit 2b – Vegan BBQ Party (presented by Vegan Block Party) Agreement
Exhibit 3 – 17th Annual Duck Fest Derby Application
Exhibit 3a – 17th Annual Duck Fest Derby Site Plan
Exhibit 3b – 17th Annual Duck Fest Derby Agreement
Exhibit 4 –Las Olas Art Fair Application
Exhibit 4a – Las Olas Art Fair Site Plan
Exhibit 4b – Las Olas Art Fair Agreement
Exhibit 5 – Uptown 5K on the Runway Application
Exhibit 5a – Uptown 5K on the Runway Site Plan
Exhibit 5b – Uptown 5K on the Runway Agreement
Exhibit 6 – First Street Cars and Coffee Application
Exhibit 6a – First Street Cars and Coffee Site Plan
Exhibit 6b – First Street Cars and Coffee Agreement
Exhibit 7 – September 2022 Special Event Calendar
Exhibit 8 – October 2022 Special Event Calendar
Exhibit 9 – November 2022 Special Event Calendar
Exhibit 10 – December 2022 Special Event Calendar
Exhibit 11 – January 2023 Special Event Calendar
Exhibit 12 – April 2023 Special Event Calendar

M-2 22-0831 Motion Approving an Event Agreement and Request for Music Exemption for Family Fest - (Commission District 3)

Attachments:
Commission Agenda Memo 22-0831
Exhibit 1 – Commission Memo 19-076
Exhibit 2 – Family Fest Application
Exhibit 2a – Family Fest Site Plan
Exhibit 2b – Family Fest Agreement
Exhibit 3 – October 2022 Special Event Calendar

M-3 22-0832 Motion Approving an Event Agreement, Related Road Closures and Request for Music Exemption for Christmas on Las Olas - (Commission District 4)

Attachments: Commission Agenda Memo 22-0832
Exhibit 1 – Commission Memo 19-076
Exhibit 2 – Christmas on Las Olas Application
Exhibit 2a – Christmas on Las Olas Site Plan
Exhibit 2b – Christmas on Las Olas Agreement
Exhibit 3 – November 2022 Special Event Calendar

M-4 22-0785 Motion Approving a Non-Federal Reimbursable Agreement with the Federal Aviation Administration to Provide Air Traffic Control Services at Fort Lauderdale Executive Airport - (Commission District 1)

Attachments: Commission Agenda Memo 22-0785
Exhibit 1 - Reimbursable Agreement

RESOLUTIONS

R-1 22-0824 Appointment of Board and Committee Members - (Commission Districts 1, 2, 3 and 4)

Attachments: Resolution for Appointment 09.06.2022

R-2 22-0744 Quasi-Judicial Resolution Approving Vacation of Utility Easement Located at 300 W. Broward Boulevard - FTL/AD, LTD. - 300 W. Broward Project - Case No. UDP-EV21010 - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Attachments: Commission Agenda Memo #22-0744
Exhibit 1 - Location Map
Exhibit 2 - Applicant's Application, Narratives, and Utility Letters
Exhibit 3 - DRC Comment Report
Exhibit 4 - Sketch and Legal Description
Exhibit 5 - Relocation Plan
Exhibit 6 - Resolution

R-3 22-0746 Quasi-Judicial Resolution Vacating a Ten-Foot Wide By 125-Foot-Long Drainage Easement Located at 64 Isla Bahia Drive - Case No. UDP-EV22001 - (Commission District 4)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Attachments: Commission Agenda Memo 22-0746
Exhibit 1 - Relocation Plan
Exhibit 2 - Location Map
Exhibit 3 - Sketch and Legal Description for the Proposed Vacation
Exhibit 4 - Applicant's Application, Narrative Responses to Criteria and Utility Le
Exhibit 5 - April 26, 2022, DRC Case Comment Report
Exhibit 6 - Resolution

R-4 22-0792 Resolution Approving Agreement for Sale of Potable Water between the City of Fort Lauderdale and the City of Oakland Park and Authorizing the Director of Finance to Write Off Approximately $2,923,000 in the Water and Sewer Fund Relating to the 25% Surcharge that was Effective October 1, 2019 - (Commission Districts 1, 2, 3 and 4)

Attachments: Commission Agenda Memo #22-0792
Exhibit 1 - Agreement for Sale of Potable Water, Including Map and Legal Descr
Exhibit 2 – Executed Resolution Agreement – City of Oakland Park
Exhibit 3 - Resolution

PUBLIC HEARINGS

PH-1 22-0708 Public Hearing - Quasi-Judicial Resolution Approving the Historic Designation of the Property Commonly Known as "Castro Convertibles," located at 2860 N. Federal Highway as a Historic Landmark- Historic Preservation Board Case No. UDP-HPD21003 - (Commission District 1)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Attachments: Commission Agenda Memo 22-0708
Exhibit 1 - November 1, 2021, HPB Minutes
Exhibit 2 - HPB Staff Report
Exhibit 3 - Historic Designation Application
Exhibit 4 - Historic Designation Report
Exhibit 5 - May 4, 2022, HPB Minutes
Exhibit 6 – Resolution Landmark Designation – Approving
Exhibit 7 – Resolution Landmark Designation – Denying

PH-2 22-0742 Public Hearing - Quasi-Judicial Ordinance Rezoning 0.87 Acres from Broward County Commercial Warehouse District (C-1) to Community Business (CB) District - SCC Property Holdings and Management, LLC. - 2525 NW 19th Street - Case No. UDP-Z22002 - (Commission District 3)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Attachments: Commission Agenda Memo 22-0742
Exhibit 1 - Application and Applicant's Narrative Responses to Criteria
Exhibit 2 - Location Map and Sketch and Legal Description
Exhibit 3 - July 20, 2022 PZB Staff Report
Exhibit 4 - July 20, 2022 PZB Meeting Minutes
Exhibit 5 - Ordinance

PH-3 22-0800 Public Hearing Approving the Issuance of a Certificate of Public Convenience and Necessity for Dreamride, LLC to Operate Four Mercedes-Benz Sprinter Passenger Vans within the City of Fort Lauderdale - (Commission Districts 1, 2, 3 and 4)

Attachments: Commission Agenda Memo 22-0800
Exhibit 1 - Vehicle for Hire Application

ORDINANCE FIRST READING

OFR-1 22-0706 First Reading - Ordinance Amending the City of Fort Lauderdale Code of Ordinances Chapter Nine Building and Construction, Article Two Permits and Inspections, Division Two Fees to Adjust Building Fees for Services Related to Land Development and Permitting- (Commission Districts 1, 2, 3 and 4)

Attachments: Commission Agenda Memo 22-0706
Exhibit 1 - FY2022 Building Special Revenue Fund Financial Sustainability Anal
Exhibit 2 - Ordinance

OFR-2 22-0777 First Reading - Ordinance Amending the City of Fort Lauderdale Code of Ordinances Section 25, Streets and Sidewalks, to Update Sidewalk Installation Requirements - Case No. UDP-T22008 - (Commission Districts 1,2,3 and 4)

Attachments: Commission Agenda Memo 22-0777
Exhibit 1 - Ordinance

ORDINANCE SECOND READING

OSR-1 22-0833 Second Reading - Quasi-Judicial Ordinance Vacating a Right-of-Way Identified as a 50-foot wide by 300-foot long Portion of SE 4th Avenue located North of SE 11th Street, South of the Tarpon River, West of South Federal Highway and East of SE 3rd Avenue - United States of America - Case No. UDP-V21004 - (Commission District 4)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Attachments: Commission Agenda Memo 22-0833
Exhibit 1 - Location Map
Exhibit 2 - Sketch and Legal Description of Proposed Vacation
Exhibit 3 - November 30, 2021, DRC Comments
Exhibit 4 - May 18, 2022 PZB Staff Report
Exhibit 5 - May 18 2022 PZB Meeting Minutes
Exhibit 6 - Utility Relocation Plans
Exhibit 7 - Application, Narrative Responses and Utility Letters
Exhibit 8 - Ordinance

OSR-2 22-0834 Second Reading - Quasi-Judicial Ordinance Vacating a Right-of-Way Identified as a 28-foot wide by 304-foot long Portion of SE 10th Court located North of SE 11th Street, South of the Tarpon River, West of SE 4th Avenue and East of SE 3rd Avenue - United States of America - Case No. UDP-V21005 - (Commission District 4)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Attachments: Commission Agenda Memo 22-0834
Exhibit 1 - Location Map
Exhibit 2 - Sketch and Legal Description of Proposed Vacation
Exhibit 3 - December 14, 2021, DRC Comments
Exhibit 4 - May 18, 2022 PZB Staff Report
Exhibit 5 - May 18, 2022 PZB Meeting Minutes
Exhibit 6 - Utility Relocation Plans
Exhibit 7 - Application, Narrative Responses and Utility Letters
Exhibit 8 - Ordinance

OSR-3 22-0835 Second Reading - Quasi-Judicial Ordinance for Vacation of Right-of-Way - 40-Foot-Wide by 100-Foot-Long Portion of SW 1st Street - Fort Lauderdale Police Headquarters - Case No. UDP- V22003 - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Attachments: Commission Agenda Memo 22-0835
Exhibit 1 - Location Map and Sketch and Legal Description
Exhibit 2 - Application, Narratives, and Utility Letters
Exhibit 3 - April 26, 2022 DRC Comments
Exhibit 4 - June 15, 2022 Planning and Zoning Board Staff Report
Exhibit 5 - June 15, 2022 Planning and Zoning Board Meeting Minutes
Exhibit 6 - Ordinance

OSR-4 22-0836 Second Reading - Quasi-Judicial Ordinance for Vacation of Right-of-Way - 10-Foot-Wide by 100-Foot-Long Portion of East-West Alley, Lying North of SW 2nd Court, East of SW 14th Avenue, South of Broward Boulevard, and West of SW 12th Avenue - Fort Lauderdale Police Headquarters - Case No. UDP-V22004 - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Attachments: Commission Agenda Memo 22-0836
Exhibit 1 - Location Map and Sketch and Legal Description
Exhibit 2 - Application, Narratives, and Utility Letters
Exhibit 3 - DRC Comments, April 26, 2022
Exhibit 4 - June 15, 2022 PZB Staff Report
Exhibit 5 - June 15, 2022 PZB Meeting Minutes
Exhibit 6 - Ordinance

OSR-5 22-0838 Second Reading - Quasi-Judicial Ordinance Rezoning of 0.11 Acres from Residential Multifamily Mid Rise - Medium High Density (RMM-25) District to Community Business (CB) District, through the allocation of 0.11 Acres of Nonresidential Flex Acreage and Approval of an Associated Site Development Permit for a Self-Storage Facility- 1800 State Road, LLC - 1800 West State Road 84 - Case No. UDP-SR21002 - (Commission District 4)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

Attachments: Commission Agenda Memo 22-0838
Exhibit 1 - Application, Survey, and Sketch and Legal Description
Exhibit 2 - Site Plans and Elevations
Exhibit 3 - Applicant's Narrative Responses to Criteria
Exhibit 4 - April 20, 2022, Planning and Zoning Board Meeting Minutes
Exhibit 5 - May 18, 2022 Planning and Zoning Board Meeting Minutes
Exhibit 6 - April 20, 2022 Staff Report
Exhibit 7 - May 18, 2022 Staff Report
Exhibit 8 - Water and Wastewater Capacity Availability Letter and Traffic Impact
Exhibit 9 - Traffic Impact Statement
Exhibit 10 - Public Participation Meeting Summary and Affidavits
Exhibit 11 - Ordinance

OSR-6 22-0841 Second Reading - Ordinance Repealing Ordinance No. C-12-10 adopted May 1, 2012, and Amending Chapter 16, Article VI of the Code of Ordinances of the City of Fort Lauderdale, Florida, to Delete and Replace Section 16-82 entitled “Panhandling, Begging or Solicitation” with Section 16-82 entitled “Obstructing Public Streets and Rights-of-Way.” - (Commission Districts 1, 2, 3 and 4)

Attachments: Commission Agenda Memo 22-0841
Exhibit 1 - Ordinance No. C-12-10
Exhibit 2 - Proposed Ordinance

OSR-7 22-0842 Second Reading - An Ordinance of the City Commission of the City of Fort Lauderdale, Florida, Amending Article XI Entitled “Solicitation and Display on Public Rights-of-Way”, Section 25-267 Entitled “Right-of-Way Solicitors and Canvassers” of the Code of Ordinances of the City of Fort Lauderdale, Florida - (Commission Districts 1, 2, 3 and 4)

Attachments: Commission Agenda Memo 22-0842
Exhibit 1 - City of Fort Lauderdale Traffic Crash Analysis
Exhibit 2 - Broward County Future Roadway Level of Service Map
Exhibit 3 - Broward County Roadway Capacity and Level of Service Analysis (2)
Exhibit 4 - Pedestrian Fatal Crash Study
Exhibit 5 - Proposed Ordinance

ADJOURNMENT

CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#22-0792**
REGULAR MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: September 6, 2022

TITLE: Resolution Approving Agreement for Sale of Potable Water between the City of Fort Lauderdale and the City of Oakland Park and Authorizing the Director of Finance to Write Off Approximately $2,923,000 in the Water and Sewer Fund Relating to the 25% Surcharge that was Effective October 1, 2019 - (Commission Districts 1, 2, 3 and 4)

Recommendation

Staff recommends the City Commission adopt a resolution approving the Agreement for Sale of Potable Water between the City of Fort Lauderdale and the City of Oakland Park and authorizing the Director of Finance to write off approximately $2,923,000 in the Water and Sewer Fund relating to the 25% surcharge that was effective October 1, 2019

Background

The City of Fort Lauderdale has sold potable water to the City of Oakland Park since 1963. The original agreement was amended in 1965 and again in 1988, with a new 30-year agreement entered in 1993, which expires in 2023. In October 2019, the City of Fort Lauderdale changed its rate structure and included a 25% surcharge to master meter consumers receiving water outside the corporate limits. The provision was not included in the existing Oakland Park agreement and the City of Oakland Park requested that the surcharge be held in abeyance until a new agreement was reached. A third-party engineering firm was hired to provide non-binding advice to both parties and recommended a 12.5% surcharge. The new agreement will provide effective October 1, 2022, a surcharge of 3.125%, effective October 1, 2023, a surcharge of 6.25%, effective October 1, 2024 a surcharge of 9.375%, and effective October 1, 2025 a surcharge of 12.5%. Surcharges for the three-year period of FY 2020, FY 2021, and FY 2022 totaling approximately $2,923,000 are recommended for write-off in the Water and Sewer Fund.

The agreement was approved by the City of Oakland Park at their August 3, 2022 City Commission Meeting. Staff seeks approval of the proposed agreement for full execution.

Resource Impact

As the new agreement is effective October 1, 2022, there is no impact for Fiscal Year 2022 associated with the agreement. As noted above, revenue of approximately

$2,923,000 will be reduced in the Water and Sewer Fund in FY 2022 due to the write off of previously recorded surcharges, as reflected in the September Consolidated Budget Amendment (CAM #22-0681).

Strategic Connections
This item supports the Press Play Fort Lauderdale 2024 Strategic Plan, specifically advancing:
- The Internal Support Focus Area
- Goal 8: Build a leading government organization that manages all resources wisely and sustainably.
- Objective: Maintain financial integrity through sound budgeting practices, prudent fiscal management, cost effective operations, and long-term planning.

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We Are United.

Related CAM
#22-0681

Attachments
Exhibit 1 – Agreement for Sale of Potable Water, Including Map and Legal Description
Exhibit 2 – Executed Resolution/Agreement – City of Oakland Park
Exhibit 3 – Resolution

Prepared by: Susan Grant, Assistant City Manager/Director of Finance
Friseta Davis, Sr. Admin Assistant, Finance

Department Director: Susan Grant, Finance
Alan Dodd, Public Works

AGREEMENT FOR SALE OF POTABLE WATER

THIS AGREEMENT made and entered into this ____ day of _____, 2022, by and between:

CITYOFFORTLAUDERDALE,amunicipal corporationof the StateofFlorida, herein called the "Seller,"

and

CITYOFOAKLAND PARK, a municipal corporation of the State of Florida, herein called the 'Consumer," collectively "Parties."

WHEREAS, Seller and Consumer entered into a 30-year agreement in 1963 for the provision of potable water from Seller to Consumer; and

WHEREAS, the Agreement was amended in 1965 and 1988 to modify the service area; and

WHEREAS, pursuant to Resolution No. 93-154, adopted at its meeting of December 1, 1993, the City Council of the City of Oakland Park authorized the proper officials of Consumer to enter into an Agreement for the purchase of potable water from the Seller; and

WHEREAS, pursuant to Resolution No. 93-214, adopted at its meeting of December 21, 1993, the City Commission of the City of Fort Lauderdale authorized the proper officials of Seller to enter into an Agreement for the sale of potable water to the Consumer; and

WHEREAS, the Parties hereto desire to continue the relationship; and

WHEREAS, the Seller, in its proprietary capacity, owns and operates a municipal public water supply and is in a position to continue to provide service to the Consumer; and

WHEREAS, the Consumer, in its proprietary capacity, owns and operates a water distribution system, and Consumer desires to continue to purchase water from Seller to service Consumer's customers upon terms mutually agreeable;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Beginning October 1, 2022, and continuing for a period of twenty-five years (25) thereafter, Seller agrees to sell to the Consumer and the Consumer agrees to buy from the Seller potable water for resale to the citizens and customers of the Consumer, under the terms and conditions set forth herein. The Agreement may be extended for an additional two (2) five-year terms. Each party should notify the other regarding intention to extend or not extend two years prior to the expiration date of the Agreement. After the completion of the Rate Study referred to in Section 9 of this Agreement, Consumer

shall have the option to terminate the Agreement with two (2) year's notice if the water rates charged by the Seller increase by more than ten percent (10%) in any of the years covered by the Rate Study.

2. The areas to be served by the Consumer are situated in Broward County, Florida, and are described/depicted in Exhibit "A" hereto attached and made part of this Agreement. Such areas cannot be modified without the written consent of the Seller first obtained and evidenced by an amendment to this Agreement. It is understood and agreed by the Parties that the areas described/depicted in Exhibit "A" constitute the areas served by the Consumer at the time of execution of this Agreement. It is further understood and agreed between the Parties that this Agreement shall be of no force and effect in any area in which the Seller or Consumer has outstanding contractual obligations which, in any way, conflict with the terms of this Agreement. In the event Consumer annexes an area during the term of this Agreement, upon reasonable notice, Seller will supply water to Consumer to serve such area, provided Consumer has obtained the water franchise rights for such annexed area.

3. During the term of this Agreement, the Consumer shall not purchase water from any person, firm or corporation other than the Seller for Consumer's customers within the boundaries set forth in Exhibit "A," so long as the Seller is able to supply the quantity and quality of water required by the consumer, except by written consent of Seller evidenced by an amendment to this Agreement. Seller shall not sell water to any person, firm, or corporation other than Consumer within the boundaries set forth in Exhibit "A," except as otherwise provided in this Agreement. Seller and Consumer shall each comply to the extent applicable with all laws and regulations pertaining to the delivery of potable water to the public.

4. During the term of this Agreement, the Seller will undertake to deliver water to the Consumer in such quantity and quality as are required by the Consumer for resale by the Consumer to its customers in the areas described/depicted in Exhibit "A." Water sold to Consumer hereunder will be supplied from Seller's water producing facilities and will be the same quality as the water furnished by Seller to its consumers within the city limits of Seller.

5. Consumer shall not allow any customer to connect with the Consumer's distribution system whose requirements are reasonably estimated to exceed 100,000 gallons of water per day without the prior written approval of Seller, which approval shall not be unreasonably withheld. In the event any customer, after being connected to the Consumer's distribution system, should use as much as 100,000 gallons of water per day, Consumer shall immediately notify Seller and obtain Seller's approval, which shall not be unreasonably withheld, before such customer shall be furnished water in quantities exceeding 100,000 gallons per day.

6. The Seller shall not be required during periods of water shortage resulting from an emergency condition declared by any governmental entity with jurisdiction or resulting from an inadequacy of mains or other facilities, to do more than deliver water to Consumer's master meters in such quantities as are available for allocation by the Seller among all its consumers. In the event it should become necessary for the Seller to adopt regulations for conservation of water in case of emergency per Chapter 40E-21 of the Florida Administrative Code (FAC), the Consumer agrees that it will adopt and enforce similar regulations for conservation of water during such time of emergency.

7. There shall be one (1) or more master meters located at points mutually agreeable, through which all water supplied to customers of Consumer shall be supplied, and all water furnished by Seller

shall be metered through such meters. Such meters shall be supplied and installed by the Seller at the expense of the Consumer as provided in Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale. After installation, the Seller shall, at its own expense, maintain the meters. Title to the meters shall remain in the Seller. All master meters shall be tested annually by and at the expense of the Seller. All master meters shall be adjusted to the registration accuracy as specified in the Appropriate American Water Works Association Standard for Cold Water Meters. The date and time of the test shall be coordinated with Consumer to allow Consumer to witness the test whenever possible. In addition to the annual test, the Consumer may at any time request that Seller conduct an additional test or that Seller arrange for such test by an independent qualified testing company. The request shall be made in writing and the date and time of the test shall be coordinated with Consumer to allow consumer to witness the test whenever possible. If such test shows that the master meter has been over-registering by more than two percent (2%), there will be no charge for such test and the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly. If such test shows that the master meter has not been over-registering by more than two percent (2%), the cost of such test shall be charged to Consumer. If such test shows that the master meter has been under-registering by more than two percent (2%), the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly.

8. The Consumer shall be bound by the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale, now existing or as amended from time to time, insofar as same are applicable, as well as all applicable ordinances of the City of Fort Lauderdale now existing or hereafter adopted pertaining to water service and water regulations.

9. As provided for in Florida State Statutes [FS 180.191.(1)(a), and 180.191.(1)(b)], regarding surcharge for water service provided outside the Sellers municipal limits, water rates to be charged by the Seller to the Consumer shall be the rate provided to be charged to master meters under the provisions of Sections 28-143(b)(1) and 28-143(b)(2) of the Code of Ordinances of the City of Fort Lauderdale plus the following surcharge.

Effective Date	**Surcharge Percentage**
October 1, 2022	3.125%
October 1, 2023	6.25%
October 1, 2024	9.375%
October 1, 2025 and until the end of this agreement	12.5%

Seller agrees to conduct a Comprehensive Water and Wastewater Rate Study no later than every five (5) years during the term of this Agreement. Seller agrees to Consumer's non-binding participation in such Rate Study. Seller agrees that payment of fines or penalties imposed due to non-compliance of permit conditions or spills will be borne by Seller and will not be passed on to Consumer through the Rate Study.

10. The Seller shall render monthly or bimonthly statements for water furnished and the Consumer shall pay promptly all statements furnished. Should the Consumer fail or refuse to pay the amount of such statement within thirty (30) days after same has been submitted, the Seller shall have the right to enforce the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale providing for discontinuance of service until past due indebtedness is paid in addition to any other legal remedies available to Seller.

11. During the term of this Agreement, the Consumer may purchase quantities of potable water from sources other than the Seller, after written approval by the Seller, for emergency use, only if the Seller cannot provide potable water to each metering or connection point in compliance with the applicable section of the United States Environmental Protections Agency Safe Drinking Water Act and Florida Administrative Code 62-555-350.

12. Consumer and Seller shall cooperate in obtaining from or providing to the appropriate regulatory agencies such permits or other data as may be required for the performance of this Agreement. Consumer shall furnish to Seller plans and specifications of the existing water distribution system of Consumer and from time to time furnish copies of plans and specifications of any additions to or extension of Consumer's water distribution system.

13. Consumer and Seller hereby agree to collaborate when the Seller initiate any new infrastructure work within the Consumer's right- of-way. The Seller will notify the Consumer of any proposed new work in the Consumer right-of-way. Seller will comply with all applicable federal, state, and local laws, and with the consumer's municipal codes governing construction such as; noise ordinances, work at nights, National Pollutant Discharge Elimination System (NPDES), American with Disability Act (ADA), and maintenance of traffic (MOT), and any applicable agencies permits. The Seller will apply and obtain all required permits from the Consumer and any applicable permitting agencies. All new work within the Consumer right-of-way will be done according to the Seller's Standards for Utility Work and will utilize Consumer's Engineering Standards for right-of- way restoration. The Seller will provide regular updates to any project progress, so that Consumer can update its Commission and its customers. The Seller will perform all due diligence in identifying existing utilities and provides horizontal and vertical field verification for any potential conflicts. In the case of an emergency repairs and/or emergency replacement, the Seller will notify the Consumer of the repair/replacement, so that the Consumer can notify its Commission and its customers of the emergency.

14. To the extent provided by law and as expressly limited by Section 768.28, Florida Statutes, Consumer and Seller agree to indemnify and hold harmless each other from all costs, losses and expenses, including, but not limited to, damages to persons or property, judgments and attorneys' fees, arising out of and in connection with this Agreement.

15. The Seller shall have the right to install feeder mains, and necessary booster pumps and storage facilities in the existing city limits of Consumer and in any future incorporated areas. The Seller shall have the right to repair and replace such aforementioned mains, pumps and storage facilities, with the understanding that the Seller shall replace, repair or otherwise return the paving and right-of-way to

its original condition when these installations and repairs are made. All such work shall comply with all applicable regulations of Consumer. All operational and maintenance expenses of such installations shall be the responsibility of the Seller.

16. This Agreement supersedes the previous agreements between the Parties dated August 16, 1955, March 7, 1961 and October 29, 1963, January 5, 1994, as amended. This Agreement may not be amended, except by the mutual consent of the Parties in writing executed with the same dignity as this Agreement.

17. This Agreement shall not become effective until a Resolution has been adopted by the governing bodies of Seller and Consumer approving this Agreement and authorizing its execution.

18. In the event the Seller enters into a potable water agreement with another Florida municipality or government entity that contains substantially similar terms and conditions as this agreements that would levy a surcharge rate lower than that included herein, then the Seller shall so notify the Consumer and, at the Consumer's sole option, the surtax rate applied herein will be adjusted so as to be consistent with the lowest surcharge rate extended to such Florida municipality or government entity.

19. The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

20. PUBLIC RECORDS

IF THE CONSUMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSUMER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE,

FLORIDA 33301, PHONE: 954-828-5002, E-MAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSUMER shall:

1. Keep and maintain public records required by the City of Fort Lauderdale ("City") in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Consumer does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consumer or keep and maintain public records required by the City to perform the service. If the Consumer transfers all public records to the City upon completion of this Agreement, the Consumer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consumer keeps and maintains public records upon completion of this Agreement, the Consumer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

SELLER

CITY OF FORT LAUDERDALE, a municipal corporation

By: _____
GREG CHAVARRIA
City Manager

_____ day of _____, 2022

(CORPORATE SEAL)

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form:
Alain E. Boileau, City Attorney

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

CONSUMER

CITY OF OAKLAND PARK, a municipal corporation

By: _____

Mayor

(CORPORATE SEAL)

ATTEST:

By: _____

City Clerk

Approved as to Legal Form:

By: _____

City Attorney

EXHIBIT A

CITY OF OAKLAND PARK

BOUNDARY DESCRIPTION FOR WATER SERVICE AREA

THE AREAS TO BE SERVICED BY THE CONSUMER ARE SITUATED IN BROWARD COUNTY, FLORIDA, AND ARE DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 1 (FEDERAL HIGHWAY) AND THE NORTH RIGHT OF WAY LINE OF EAST OAKLAND PARK BLVD. (NE 31ST STREET); THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE EAST LINE OF SECTION 23, T49S, R42E; THENCE SOUTHERLY ALONG SAID EAST LINE AND ALONG THE EAST LINE OF SECTION 26, T49S, R42E TO THE CENTER LINE OF NORTH FORK MIDDLE RIVER; THENCE MEANDER WESTERLY ALONG SAID CENTER LINE TO THE EAST RIGHT OF WAY LINE OF NE 6TH AVENUE; THENCE NORTHERLY ALONG SAID LINE AND NORTHERLY PROJECTION THEREOF TO THE INTERSECTION OF THE NORTH LINE OF SECTION 26, T49S, R42E; THENCE WESTERLY ALONG THE NORTH SECTION LINES OF SECTIONS 26, 27, 28, T49S, R42E, TO THE EAST RIGHT OF WAY LINE OF INTERSTATE NINETY-FIVE (I-95); THENCE SOUTHWESTERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 28, T49S, R42E; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF LOT 15, BLOCK 2, "GEDEON SUBDIVISION", P.B. 21, PG. 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY AND WESTERLY ALONG THE BOUNDARY OF SAID LOT 15 AND WESTERLY EXTENSION THEREOF TO THE INTERSECTION OF THE EAST LINE OF SECTION 29, T49S, R42E; THENCE NORTHERLY ALONG SAID EAST LINE TO A POINT THAT IS 139.57 FEET SOUTH OF THE SOUTH LINE OF THE NORTH HALF (NW 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29. THENCE WESTERLY ALONG A LINE THAT IS 139.57 FEET SOUTH OF AND PARALELL TO SAID SOUTH LINE A DISTANCE OF 331.98 FEET; THENCE NORTHERLY ALONG A LINE THAT IS 331.98 FEET WEST OF AND PARALELL TO SAID WEST LINE OF SECTION 29, T49S, R42E TO THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF (NW 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29; THENCE WESTERLY ALONG SAID SOUTH LINE TO A POINT THAT IS 183.57 FEET EAST OF THE WEST LINE OF THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29; THENCE SOUTHERLY ALONG A LINE THAT IS 183.57 FEET EAST OF AND PARALELL TO SAID WEST LINE OF THE EAST HALF (E 1/2), A DISTANCE OF 242.65 FEET; THENCE WESTERLY 183.57 FEET TO A POINT ON SAID AFOREMENTIONED EAST HALF (E 1/2); THENCE NORTHERLY ALONG SAID EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29 TO THE NORTHEAST CORNER OF PARCEL "A", LAKE TAHOE ESTATES, P.B. 57, PG. 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL "A" AND NORTHERLY ALONG THE EAST LINE OF SAID PLAT TO THE NORTHEAST CORNER THEREOF AND BEING THE NORTHEAST CORNER OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29 TO THE SOUTHEAST CORNER OF LOT 20, BLOCK 1, ORANGE GROVE MANORS, P.B. 30, PG. 50, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE EAST LINE OF SAID PLAT AND THE NORTHERLY EXTENSION THEREOF TO INTERSECT THE NORTH LINE OF SAID SECTION 29; THENCE WESTERLY TO THE NORTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 19, T49S, R42E; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 19 TO THE INTERSECTION OF THE SOUTHERLY PROJECTION OF THE WEST LINE OF STROK PLAT 2, P.B. 147, PG. 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PLAT TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF SAID PLAT TO THE INTERSECTION OF THE WEST PLAT LINE OF OAKLAND GROVE COMMERCE PARK, P.B. 142,

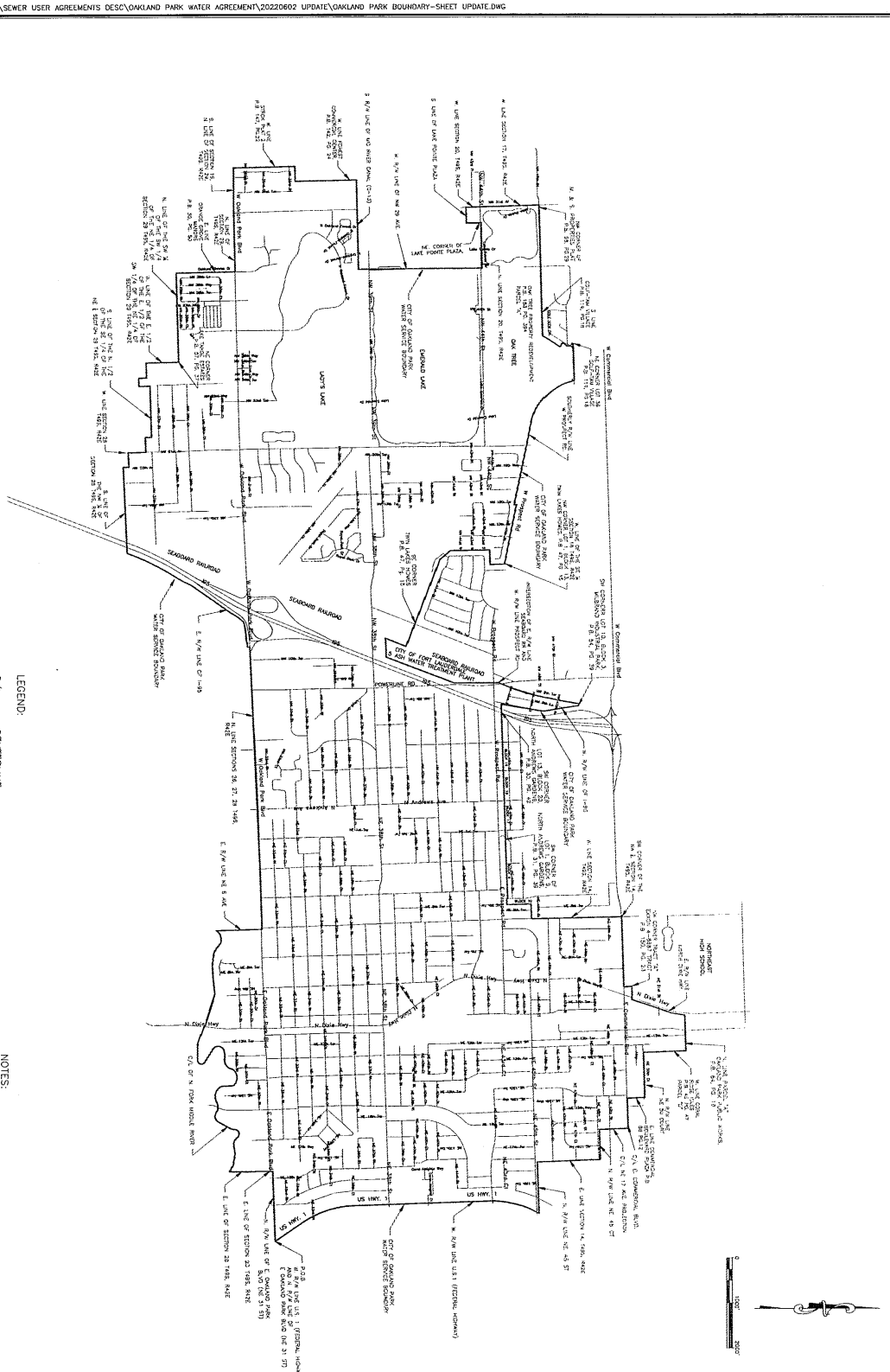
PG. 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE WEST PLAT LINE TO THE NORTHWEST CORNER OF FOREST COMMERCIAL CENTER, P.B. 142, PG. 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE NORTH PLAT LINE TO THE INTERSECTION OF THE EAST LINE OF SAID SECTION 19 ALSO BEING THE WEST LINE OF SECTION 20, T49S, R42E; THENCE CONTINUE EASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF MID RIVER CANAL (C-13) APPROXIMATELY 1315 FEET TO THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF NW 29TH AVENUE; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION ACROSS THE C-13 CANAL RIGHT OF WAY TO THE WEST RIGHT OF WAY LINE OF NW 29TH AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 20; THENCE WESTERLY ALONG SAID NORTH LINE TO THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE EAST LINE OF LAKE POINTE PLAZA, P.B. 128, PG. 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION TO THE SOUTHEAST CORNER OF PARCEL "A" OF SAID LAKE POINTE PLAZA PLAT; THENCE WESTERLY FOLLOWING THE PLAT LIMITS TO THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING WESTERLY ALONG THE WESTERLY EXTENSION THEREOF TO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 20; THENCE NORTHERLY TO THE NORTHWEST CORNER OF SAID SECTION 20 AND BEING THE SOUTHWEST CORNER OF SECTION 17, T49S, R42E; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 17 TO THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTH LINE OF M. & S. PROPERTIES PLAT, P.B. 98, PG. 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUING EASTERLY ALONG THE EASTERLY EXTENSION OF SAID NORTH LINE TO THE SOUTHWEST CORNER OF LOT 11, GOLF-TAM VILLAGE, P.B. 119, PG. 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUING EASTERLY AND NORTHEASTERLY ALONG THE GOLF-TAM VILLAGE PLAT LIMITS TO THE NORTHEAST CORNER OF LOT 36 OF SAID PLAT, SAID CORNER ALSO BEING THE MOST NORTHWESTERLY CORNER OF PARCEL "A", OAK TREE PROPERTY REDEVELOPMENT, P.B. 183, PG. 394, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF OAK TREE PROPERTY REDEVELOPMENT PLAT TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF PROSPECT ROAD; THENCE SOUTHEASTERLY FOLLOWING THE WESTERLY AND SOUTHERLY RIGHT OF WAY LINE OF PROSPECT ROAD TO THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SW ¼) OF SECTION 16, T49S, R42E, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, BLOCK 13, TWIN LAKES HOMES, P.B. 47, PG. 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY, WESTERLY, AND SOUTHEASTERLY FOLLOWING THE BOUNDARY OF SAID PLAT TO THE SOUTHEAST CORNER; THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF SAID PLAT TO THE SOUTHWEST CORNER OF BLOCK 29B, TWIN LAKES SECTION 2, P.B. 30, PG. 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID BLOCK 29B TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF THE SEABOARD RAILROAD, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE CORPORATE LIMITS OF THE CITY OF FORT LAUDERDALE AND ALSO KNOWN AS "FIVEASH WATER PLANT AREA"; THENCE SOUTHWESTERLY, EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG SAID CITY OF FORT LAUDERDALE CORPORATE LIMITS TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WEST PROSPECT ROAD; THENCE CONTONUE NORTHERLY ALONG THE NORTHERLY EXTENSION OF SAID CORPORATE LIMITS TO THE INTERSECTION OF THE SEABOARD RAILROAD EASTERLY RIGHT OF WAY LINE; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 10, BLOCK 3, MILBRAND INDUSTRIAL PARK, P.B. 54, PG. 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG SAID WESTERLY EXTENSION TO THE SOUTHWEST CORNER OF SAID LOT 10 AND THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 5 (I95); THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 13, BLOCK 20, NORTH ANDREWS GARDENS, P.B. 30, PG. 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF LOTS 13 THROUGH 20, BLOCK 20, LOTS 12 THROUGH 1, BLOCK 19, LOTS 12 THROUGH 1, BLOCK 18 AND LOTS RESERVED, 8 THROUGH 1, BLOCK 17, OF SAID NORTH

ANDREWS GARDENS PLAT; THENCE CONTINUE EASTERLY TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 9, NORTH ANDREWS GARDENS, P.B. 31, PG. 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUE EASTERLY ALONG THE SOUTH LINE OF LOTS 1 THROUGH 22, BLOCK 9 TO THE SOUTHEAST CORNER OF SAID LOT 22; THENCE SOUTHEASTERLY TO THE SOUTHWEST CORNER OF LOT 17, BLOCK 10 OF SAID NORTH ANDREWS GARDENS; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 17 TO THE EAST LINE OF SAID BLOCK 10; THENCE NORTH AND EAST ALONG SAID BLOCK 10 BOUNDARY AND THE EASTERLY EXTENSION THEREOF TO THE INTERSECTION WITH THE WEST LINE OF SECTION 14, T49S, R42E; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14 TO THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF TRACT "A", EXXON 4-6887 TRACT, P.B. 150, PG. 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH ALONG SAID EXTENSION AND CONTINUING NORTH AND EAST ALONG SAID TRACT "A" TO THE NORTHEAST CORNER THEREOF; THENCE CONTINEING EAST ALONG THE EASTERLY EXTENTION OF THE NORTH LINE OF SAID TRACT "A" TO THE EASTERLY RIGHT OF WAY LINE OF NORTH DIXIE HIGHWAY; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF LOT 1, BLOCK 2, VIRGINIA PARK, P.B. 11, PG. 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF G & R COMMERCIAL PARK, P.B. 64, PG. 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EAST ALONG SAID NORTH LINE OF SAID PLAT AND THE NORTH LINE OF PARCEL "A" OAKLAND PARK PUBLIC WORKS, P.B. 64, PG. 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID PARCEL "A" AND BEING THE WEST LINE OF PARCEL "D", CORAL RIDGE ISLES, P.B. 45, PG. 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TO THE SOUTHWEST CORNER OF SAID PARCEL "D", SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF NORTHEAST 50TH COURT; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST PLAT LINE OF COMMERCIAL BOULEVARD PLAZA, P.B. 88, PG. 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE EXTENDED EAST LINE TO THE INTERSECTION OF THE CENTERLINE OF E. COMMERCIAL BLVD.; THENCE EASTERLY ALONG SAID CENTERLINE TO THE NORTHERLY PROJECTION OF THE CENTER LINE OF NE 17TH AVENUE; THENCE SOUTHERLY ALONG SAID NORTHERLY PROJECTION CENTER LINE TO THE PROJECTED NORTH RIGHT OF WAY LINE OF NE 48 COURT; THENCE CONTINUE EASTERLY ALONG SAID LINE TO THE EAST LINE OF SECTION 14, T49S, R42E; THENCE SOUTHERLY ALONG SAID LINE TO THE PROJECTION OF THE NORTH RIGHT OF WAY LINE OF NE 45TH STREET; THENCE EASTERLY ALONG SAID LINE TO THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY ONE (FEDERAL HIGHWAY); THENCE SOUTHERLY ALONG SAID LINE TO THE NORTH RIGHT OF WAY LINE OF OAKLAND PARK BLVD. BEING THE POINT OF BEGINNING.

DESCRIPTION PREPARED BY A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

MICHAEL W. DONALDSON LS6490

P:\01-SKETCH & DESCRIPTIONS\SEWER USER AGREEMENTS DESC\OAKLAND PARK WATER AGREEMENT\20220602 UPDATE\OAKLAND PARK BOUNDARY-SHEET UPDATE.DWG



LEGEND:

C/L	CENTERLINE
P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT OF WAY
R(#)E	RANGE EAST
T(#)S	TOWNSHIP SOUTH

NOTES:

1) THIS MAP IS NOT A SURVEY AND IS FOR REFERENCE ONLY.
2) REFER TO LARGE USER WATER SERVICE AREA AGREEMENT FOR BOUNDARY DESCRIPTION.

TRAINING FILE NO.	4-143-30
CAD FILE:	
TOTAL SHEET NO.	1

PROJECT # P-80808
LARGE WATER USER AGREEMENT
CITY OF OAKLAND PARK
AGREEMENT LIMITS
OAKLAND PARK

REVISIONS				
NO.	DATE	BY	CHK'D	DESCRIPTION
1	3/30/22	MWD	SP	EXCLUDE OAK TREE SUBDIVISION
2	6/14/22	MWD	SP	BOUNDARY UPDATE

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

DRAWN BY: CH	DATE: 01/25/22
DESIGNED BY: MD	SCALE: 1"=1,000'
CHECKED BY: MD	
FIELD BOOK:	

ENGINEER: #Name
REG. No. #NO.
DATE: #DATE

RESOLUTION NO. R-2022-100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR SALE OF POTABLE WATER BETWEEN THE CITY OF FORT LAUDERDALE AND THE CITY OF OAKLAND PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the proper City Officials to execute an Agreement for Sale of Potable Water between the City of Fort Lauderdale and the City of Oakland Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper City Officials to execute an Agreement for Sale of Potable Water between the City of Fort Lauderdale and the City of Oakland Park. A copy of the Agreement is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 3rd day of August 2022.

CITY OF OAKLAND PARK, FLORIDA

MAYOR MICHAEL E. CARN

A. GORDON	YES
M. ROSENWALD	YES
M. SPARKS	YES
J. BOLIN	ABSENT
M. CARN	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

AGREEMENT FOR SALE OF POTABLE WATER

THIS AGREEMENT made and entered into this 3rd day of August, 2022, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, herein called the "Seller,"

and

CITY OF OAKLAND PARK, a municipal corporation of the State of Florida, herein called the "Consumer," collectively "Parties."

WHEREAS, Seller and Consumer entered into a 30-year agreement in 1963 for the provision of potable water from Seller to Consumer; and

WHEREAS, the Agreement was amended in 1965 and 1988 to modify the service area; and

WHEREAS, pursuant to Resolution No. 93-154, adopted at its meeting of December 1, 1993, the City Council of the City of Oakland Park authorized the proper officials of Consumer to enter into an Agreement for the purchase of potable water from the Seller; and

WHEREAS, pursuant to Resolution No. 93-214, adopted at its meeting of December 21, 1993, the City Commission of the City of Fort Lauderdale authorized the proper officials of Seller to enter into an Agreement for the sale of potable water to the Consumer; and

WHEREAS, the Parties hereto desire to continue the relationship; and

WHEREAS, the Seller, in its proprietary capacity, owns and operates a municipal public water supply and is in a position to continue to provide service to the Consumer; and

WHEREAS, the Consumer, in its proprietary capacity, owns and operates a water distribution system, and Consumer desires to continue to purchase water from Seller to service Consumer's customers upon terms mutually agreeable;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Beginning October 1, 2022, and continuing for a period of twenty-five years (25) thereafter, Seller agrees to sell to the Consumer and the Consumer agrees to buy from the Seller potable water for resale to the citizens and customers of the Consumer, under the terms and conditions set forth herein. The Agreement may be extended for an additional two (2) five-year terms. Each party should notify the other regarding intention to extend or not extend two years prior to the expiration date of the Agreement. After the completion of the Rate Study referred to in Section 9 of this Agreement, Consumer

R-22-08-100

shall have the option to terminate the Agreement with two (2) year's notice if the water rates charged by the Seller increase by more than ten percent (10%) in any of the years covered by the Rate Study.

2. The areas to be served by the Consumer are situated in Broward County, Florida, and are described/depicted in Exhibit "A" hereto attached and made part of this Agreement. Such areas cannot be modified without the written consent of the Seller first obtained and evidenced by an amendment to this Agreement. It is understood and agreed by the Parties that the areas described/depicted in Exhibit "A" constitute the areas served by the Consumer at the time of execution of this Agreement. It is further understood and agreed between the Parties that this Agreement shall be of no force and effect in any area in which the Seller or Consumer has outstanding contractual obligations which, in any way, conflict with the terms of this Agreement. In the event Consumer annexes an area during the term of this Agreement, upon reasonable notice, Seller will supply water to Consumer to serve such area, provided Consumer has obtained the water franchise rights for such annexed area.

3. During the term of this Agreement, the Consumer shall not purchase water from any person, firm or corporation other than the Seller for Consumer's customers within the boundaries set forth in Exhibit "A," so long as the Seller is able to supply the quantity and quality of water required by the consumer, except by written consent of Seller evidenced by an amendment to this Agreement. Seller shall not sell water to any person, firm, or corporation other than Consumer within the boundaries set forth in Exhibit "A," except as otherwise provided in this Agreement. Seller and Consumer shall each comply to the extent applicable with all laws and regulations pertaining to the delivery of potable water to the public.

4. During the term of this Agreement, the Seller will undertake to deliver water to the Consumer in such quantity and quality as are required by the Consumer for resale by the Consumer to its customers in the areas described/depicted in Exhibit "A." Water sold to Consumer hereunder will be supplied from Seller's water producing facilities and will be the same quality as the water furnished by Seller to its consumers within the city limits of Seller.

5. Consumer shall not allow any customer to connect with the Consumer's distribution system whose requirements are reasonably estimated to exceed 100,000 gallons of water per day without the prior written approval of Seller, which approval shall not be unreasonably withheld. In the event any customer, after being connected to the Consumer's distribution system, should use as much as 100,000 gallons of water per day, Consumer shall immediately notify Seller and obtain Seller's approval, which shall not be unreasonably withheld, before such customer shall be furnished water in quantities exceeding 100,000 gallons per day.

6. The Seller shall not be required during periods of water shortage resulting from an emergency condition declared by any governmental entity with jurisdiction or resulting from an inadequacy of mains or other facilities, to do more than deliver water to Consumer's master meters in such quantities as are available for allocation by the Seller among all its consumers. In the event it should become necessary for the Seller to adopt regulations for conservation of water in case of emergency per Chapter 40E-21 of the Florida Administrative Code (FAC), the Consumer agrees that it will adopt and enforce similar regulations for conservation of water during such time of emergency.

7. There shall be one (1) or more master meters located at points mutually agreeable, through which all water supplied to customers of Consumer shall be supplied, and all water furnished by Seller

shall be metered through such meters. Such meters shall be supplied and installed by the Seller at the expense of the Consumer as provided in Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale. After installation, the Seller shall, at its own expense, maintain the meters. Title to the meters shall remain in the Seller. All master meters shall be tested annually by and at the expense of the Seller. All master meters shall be adjusted to the registration accuracy as specified in the Appropriate American Water Works Association Standard for Cold Water Meters. The date and time of the test shall be coordinated with Consumer to allow Consumer to witness the test whenever possible. In addition to the annual test, the Consumer may at any time request that Seller conduct an additional test or that Seller arrange for such test by an independent qualified testing company. The request shall be made in writing and the date and time of the test shall be coordinated with Consumer to allow consumer to witness the test whenever possible. If such test shows that the master meter has been over-registering by more than two percent (2%), there will be no charge for such test and the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly. If such test shows that the master meter has not been over-registering by more than two percent (2%), the cost of such test shall be charged to Consumer. If such test shows that the master meter has been under-registering by more than two percent (2%), the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly.

8. The Consumer shall be bound by the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale, now existing or as amended from time to time, insofar as same are applicable, as well as all applicable ordinances of the City of Fort Lauderdale now existing or hereafter adopted pertaining to water service and water regulations.

9. As provided for in Florida State Statutes [FS 180.191.(1)(a), and 180.191.(1)(b)], regarding surcharge for water service provided outside the Sellers municipal limits, water rates to be charged by the Seller to the Consumer shall be the rate provided to be charged to master meters under the provisions of Sections 28-143(b)(1) and 28-143(b)(2) of the Code of Ordinances of the City of Fort Lauderdale plus the following surcharge.

Effective Date	**Surcharge Percentage**
October 1, 2022	3.125%
October 1, 2023	6.25%
October 1, 2024	9.375%
October 1, 2025 and until the end of this agreement	12.5%

Seller agrees to conduct a Comprehensive Water and Wastewater Rate Study no later than every five (5) years during the term of this Agreement. Seller agrees to Consumer's non-binding participation in such Rate Study. Seller agrees that payment of fines or penalties imposed due to non-compliance of permit conditions or spills will be borne by Seller and will not be passed on to Consumer through the Rate Study.

10. The Seller shall render monthly or bimonthly statements for water furnished and the Consumer shall pay promptly all statements furnished. Should the Consumer fail or refuse to pay the amount of such statement within thirty (30) days after same has been submitted, the Seller shall have the right to enforce the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale providing for discontinuance of service until past due indebtedness is paid in addition to any other legal remedies available to Seller.

11. During the term of this Agreement, the Consumer may purchase quantities of potable water from sources other than the Seller, after written approval by the Seller, for emergency use, only if the Seller cannot provide potable water to each metering or connection point in compliance with the applicable section of the United States Environmental Protections Agency Safe Drinking Water Act and Florida Administrative Code 62-555-350.

12. Consumer and Seller shall cooperate in obtaining from or providing to the appropriate regulatory agencies such permits or other data as may be required for the performance of this Agreement. Consumer shall furnish to Seller plans and specifications of the existing water distribution system of Consumer and from time to time furnish copies of plans and specifications of any additions to or extension of Consumer's water distribution system.

13. Consumer and Seller hereby agree to collaborate when the Seller initiate any new infrastructure work within the Consumer's right- of-way. The Seller will notify the Consumer of any proposed new work in the Consumer right-of-way. Seller will comply with all applicable federal, state, and local laws, and with the consumer's municipal codes governing construction such as; noise ordinances, work at nights, National Pollutant Discharge Elimination System (NPDES), American with Disability Act (ADA), and maintenance of traffic (MOT), and any applicable agencies permits. The Seller will apply and obtain all required permits from the Consumer and any applicable permitting agencies. All new work within the Consumer right-of-way will be done according to the Seller's Standards for Utility Work and will utilize Consumer's Engineering Standards for right-of- way restoration. The Seller will provide regular updates to any project progress, so that Consumer can update its Commission and its customers. The Seller will perform all due diligence in identifying existing utilities and provides horizontal and vertical field verification for any potential conflicts. In the case of an emergency repairs and/or emergency replacement, the Seller will notify the Consumer of the repair/replacement, so that the Consumer can notify its Commission and its customers of the emergency.

14. To the extent provided by law and as expressly limited by Section 768.28, Florida Statutes, Consumer and Seller agree to indemnify and hold harmless each other from all costs, losses and expenses, including, but not limited to, damages to persons or property, judgments and attorneys' fees, arising out of and in connection with this Agreement.

15. The Seller shall have the right to install feeder mains, and necessary booster pumps and storage facilities in the existing city limits of Consumer and in any future incorporated areas. The Seller shall have the right to repair and replace such aforementioned mains, pumps and storage facilities, with the understanding that the Seller shall replace, repair or otherwise return the paving and right-of-way to

its original condition when these installations and repairs are made. All such work shall comply with all applicable regulations of Consumer. All operational and maintenance expenses of such installations shall be the responsibility of the Seller.

16. This Agreement supersedes the previous agreements between the Parties dated August 16, 1955, March 7, 1961 and October 29, 1963, January 5, 1994, as amended. This Agreement may not be amended, except by the mutual consent of the Parties in writing executed with the same dignity as this Agreement.

17. This Agreement shall not become effective until a Resolution has been adopted by the governing bodies of Seller and Consumer approving this Agreement and authorizing its execution.

18. In the event the Seller enters into a potable water agreement with another Florida municipality or government entity that contains substantially similar terms and conditions as this agreements that would levy a surcharge rate lower than that included herein, then the Seller shall so notify the Consumer and, at the Consumer's sole option, the surtax rate applied herein will be adjusted so as to be consistent with the lowest surcharge rate extended to such Florida municipality or government entity.

19. The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

20. PUBLIC RECORDS

IF THE CONSUMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSUMER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE,

FLORIDA 33301, PHONE: 954-828-5002, E-MAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSUMER shall:

1. Keep and maintain public records required by the City of Fort Lauderdale ("City") in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Consumer does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consumer or keep and maintain public records required by the City to perform the service. If the Consumer transfers all public records to the City upon completion of this Agreement, the Consumer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consumer keeps and maintains public records upon completion of this Agreement, the Consumer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

SELLER

CITY OF FORT LAUDERDALE, a municipal corporation

By: _____
GREG CHAVARRIA
City Manager

_____ day of _____, 2022

(CORPORATE SEAL)

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form:
Alain E. Boileau, City Attorney

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

CONSUMER

CITY OF OAKLAND PARK, a municipal corporation

By: _____

Mayor

(CORPORATE SEAL)

ATTEST:

By: _____

City Clerk

R-2022-100

Approved as to Legal Form:

By: _____

City Attorney

EXHIBIT A

CITY OF OAKLAND PARK

BOUNDARY DESCRIPTION FOR WATER SERVICE AREA

THE AREAS TO BE SERVICED BY THE CONSUMER ARE SITUATED IN BROWARD COUNTY, FLORIDA, AND ARE DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 1 (FEDERAL HIGHWAY) AND THE NORTH RIGHT OF WAY LINE OF EAST OAKLAND PARK BLVD. (NE 31ST STREET); THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE EAST LINE OF SECTION 23, T49S, R42E; THENCE SOUTHERLY ALONG SAID EAST LINE AND ALONG THE EAST LINE OF SECTION 26, T49S, R42E TO THE CENTER LINE OF NORTH FORK MIDDLE RIVER; THENCE MEANDER WESTERLY ALONG SAID CENTER LINE TO THE EAST RIGHT OF WAY LINE OF NE 6TH AVENUE; THENCE NORTHERLY ALONG SAID LINE AND NORTHERLY PROJECTION THEREOF TO THE INTERSECTION OF THE NORTH LINE OF SECTION 26, T49S, R42E; THENCE WESTERLY ALONG THE NORTH SECTION LINES OF SECTIONS 26, 27, 28, T49S, R42E, TO THE EAST RIGHT OF WAY LINE OF INTERSTATE NINETY-FIVE (I-95); THENCE SOUTHWESTERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 28, T49S, R42E; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF LOT 15, BLOCK 2, "GEDEON SUBDIVISION", P.B. 21, PG. 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY AND WESTERLY ALONG THE BOUNDARY OF SAID LOT 15 AND WESTERLY EXTENSION THEREOF TO THE INTERSECTION OF THE EAST LINE OF SECTION 29, T49S, R42E; THENCE NORTHERLY ALONG SAID EAST LINE TO A POINT THAT IS 139.57 FEET SOUTH OF THE SOUTH LINE OF THE NORTH HALF (NW 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29. THENCE WESTERLY ALONG A LINE THAT IS 139.57 FEET SOUTH OF AND PARALELL TO SAID SOUTH LINE A DISTANCE OF 331.98 FEET; THENCE NORTHERLY ALONG A LINE THAT IS 331.98 FEET WEST OF AND PARALELL TO SAID WEST LINE OF SECTION 29, T49S, R42E TO THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF (NW 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29; THENCE WESTERLY ALONG SAID SOUTH LINE TO A POINT THAT IS 183.57 FEET EAST OF THE WEST LINE OF THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29; THENCE SOUTHERLY ALONG A LINE THAT IS 183.57 FEET EAST OF AND PARALELL TO SAID WEST LINE OF THE EAST HALF (E 1/2), A DISTANCE OF 242.65 FEET; THENCE WESTERLY 183.57 FEET TO A POINT ON SAID AFOREMENTIONED EAST HALF (E 1/2); THENCE NORTHERLY ALONG SAID EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29 TO THE NORTHEAST CORNER OF PARCEL "A", LAKE TAHOE ESTATES, P.B. 57, PG. 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL "A" AND NORTHERLY ALONG THE EAST LINE OF SAID PLAT TO THE NORTHEAST CORNER THEREOF AND BEING THE NORTHEAST CORNER OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29 TO THE SOUTHEAST CORNER OF LOT 20, BLOCK 1, ORANGE GROVE MANORS, P.B. 30, PG. 50, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE EAST LINE OF SAID PLAT AND THE NORTHERLY EXTENSION THEREOF TO INTERSECT THE NORTH LINE OF SAID SECTION 29; THENCE WESTERLY TO THE NORTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 19, T49S, R42E; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 19 TO THE INTERSECTION OF THE SOUTHERLY PROJECTION OF THE WEST LINE OF STROK PLAT 2, P.B. 147, PG. 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PLAT TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF SAID PLAT TO THE INTERSECTION OF THE WEST PLAT LINE OF OAKLAND GROVE COMMERCE PARK, P.B. 142,

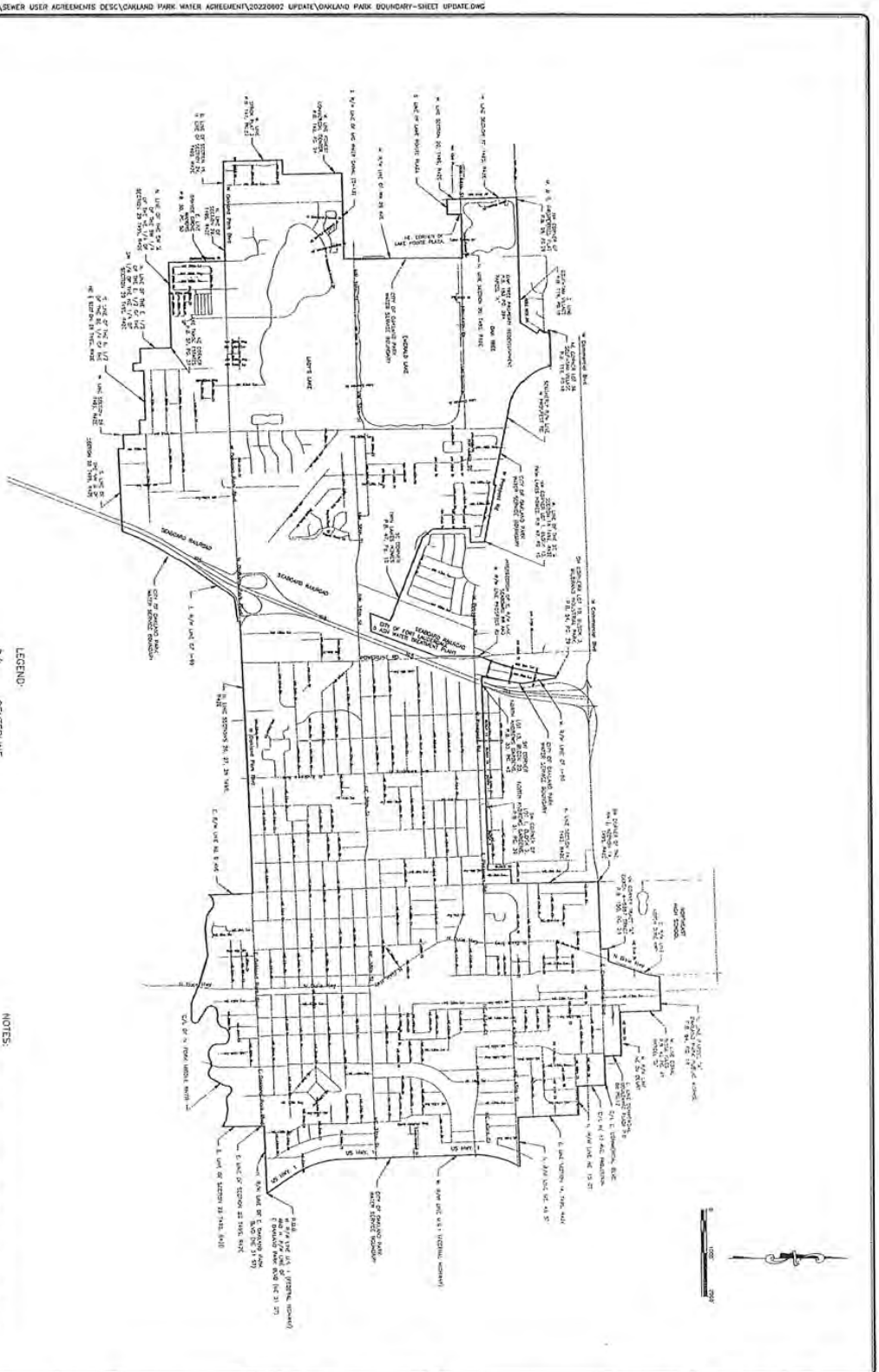
PG. 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE WEST PLAT LINE TO THE NORTHWEST CORNER OF FOREST COMMERCIAL CENTER, P.B. 142, PG. 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE NORTH PLAT LINE TO THE INTERSECTION OF THE EAST LINE OF SAID SECTION 19 ALSO BEING THE WEST LINE OF SECTION 20, T49S, R42E; THENCE CONTINUE EASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF MID RIVER CANAL (C-13) APPROXIMATELY 1315 FEET TO THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF NW 29TH AVENUE; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION ACROSS THE C-13 CANAL RIGHT OF WAY TO THE WEST RIGHT OF WAY LINE OF NW 29TH AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 20; THENCE WESTERLY ALONG SAID NORTH LINE TO THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE EAST LINE OF LAKE POINTE PLAZA, P.B. 128, PG. 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION TO THE SOUTHEAST CORNER OF PARCEL "A" OF SAID LAKE POINTE PLAZA PLAT; THENCE WESTERLY FOLLOWING THE PLAT LIMITS TO THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING WESTERLY ALONG THE WESTERLY EXTENSION THEREOF TO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 20; THENCE NORTHERLY TO THE NORTHWEST CORNER OF SAID SECTION 20 AND BEING THE SOUTHWEST CORNER OF SECTION 17, T49S, R42E; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 17 TO THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTH LINE OF M. & S. PROPERTIES PLAT, P.B. 98, PG. 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUING EASTERLY ALONG THE EASTERLY EXTENSION OF SAID NORTH LINE TO THE SOUTHWEST CORNER OF LOT 11, GOLF-TAM VILLAGE, P.B. 119, PG. 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUING EASTERLY AND NORTHEASTERLY ALONG THE GOLF-TAM VILLAGE PLAT LIMITS TO THE NORTHEAST CORNER OF LOT 36 OF SAID PLAT, SAID CORNER ALSO BEING THE MOST NORTHWESTERLY CORNER OF PARCEL "A", OAK TREE PROPERTY REDEVELOPMENT, P.B. 183, PG. 394, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF OAK TREE PROPERTY REDEVELOPMENT PLAT TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF PROSPECT ROAD; THENCE SOUTHEASTERLY FOLLOWING THE WESTERLY AND SOUTHERLY RIGHT OF WAY LINE OF PROSPECT ROAD TO THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SW ¼) OF SECTION 16, T49S, R42E, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, BLOCK 13, TWIN LAKES HOMES, P.B. 47, PG. 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY, WESTERLY, AND SOUTHEASTERLY FOLLOWING THE BOUNDARY OF SAID PLAT TO THE SOUTHEAST CORNER; THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF SAID PLAT TO THE SOUTHWEST CORNER OF BLOCK 29B, TWIN LAKES SECTION 2, P.B. 30, PG. 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID BLOCK 29B TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF THE SEABOARD RAILROAD, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE CORPORATE LIMITS OF THE CITY OF FORT LAUDERDALE AND ALSO KNOWN AS "FIVEASH WATER PLANT AREA"; THENCE SOUTHWESTERLY, EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG SAID CITY OF FORT LAUDERDALE CORPORATE LIMITS TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WEST PROSPECT ROAD; THENCE CONTONUE NORTHERLY ALONG THE NORTHERLY EXTENSION OF SAID CORPORATE LIMITS TO THE INTERSECTION OF THE SEABOARD RAILROAD EASTERLY RIGHT OF WAY LINE; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 10, BLOCK 3, MILBRAND INDUSTRIAL PARK, P.B. 54, PG. 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG SAID WESTERLY EXTENSION TO THE SOUTHWEST CORNER OF SAID LOT 10 AND THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 5 (I95); THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 13, BLOCK 20, NORTH ANDREWS GARDENS, P.B. 30, PG. 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF LOTS 13 THROUGH 20, BLOCK 20, LOTS 12 THROUGH 1, BLOCK 19, LOTS 12 THROUGH 1, BLOCK 18 AND LOTS RESERVED, 8 THROUGH 1, BLOCK 17, OF SAID NORTH

ANDREWS GARDENS PLAT; THENCE CONTINUE EASTERLY TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 9, NORTH ANDREWS GARDENS, P.B. 31, PG. 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUE EASTERLY ALONG THE SOUTH LINE OF LOTS 1 THROUGH 22, BLOCK 9 TO THE SOUTHEAST CORNER OF SAID LOT 22; THENCE SOUTHEASTERLY TO THE SOUTHWEST CORNER OF LOT 17, BLOCK 10 OF SAID NORTH ANDREWS GARDENS; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 17 TO THE EAST LINE OF SAID BLOCK 10; THENCE NORTH AND EAST ALONG SAID BLOCK 10 BOUNDARY AND THE EASTERLY EXTENSION THEREOF TO THE INTERSECTION WITH THE WEST LINE OF SECTION 14, T49S, R42E; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14 TO THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF TRACT "A", EXXON 4-6887 TRACT, P.B. 150, PG. 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH ALONG SAID EXTENSION AND CONTINUING NORTH AND EAST ALONG SAID TRACT "A" TO THE NORTHEAST CORNER THEREOF; THENCE CONTINEING EAST ALONG THE EASTERLY EXTENTION OF THE NORTH LINE OF SAID TRACT "A" TO THE EASTERLY RIGHT OF WAY LINE OF NORTH DIXIE HIGHWAY; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF LOT 1, BLOCK 2, VIRGINIA PARK, P.B. 11, PG. 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF G & R COMMERCIAL PARK, P.B. 64, PG. 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EAST ALONG SAID NORTH LINE OF SAID PLAT AND THE NORTH LINE OF PARCEL "A" OAKLAND PARK PUBLIC WORKS, P.B. 64, PG. 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID PARCEL "A" AND BEING THE WEST LINE OF PARCEL "D", CORAL RIDGE ISLES, P.B. 45, PG. 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TO THE SOUTHWEST CORNER OF SAID PARCEL "D", SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF NORTHEAST 50TH COURT; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST PLAT LINE OF COMMERCIAL BOULEVARD PLAZA, P.B. 88, PG. 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE EXTENDED EAST LINE TO THE INTERSECTION OF THE CENTERLINE OF E. COMMERCIAL BLVD.; THENCE EASTERLY ALONG SAID CENTERLINE TO THE NORTHERLY PROJECTION OF THE CENTER LINE OF NE 17TH AVENUE; THENCE SOUTHERLY ALONG SAID NORTHERLY PROJECTION CENTER LINE TO THE PROJECTED NORTH RIGHT OF WAY LINE OF NE 48 COURT; THENCE CONTINUE EASTERLY ALONG SAID LINE TO THE EAST LINE OF SECTION 14, T49S, R42E; THENCE SOUTHERLY ALONG SAID LINE TO THE PROJECTION OF THE NORTH RIGHT OF WAY LINE OF NE 45TH STREET; THENCE EASTERLY ALONG SAID LINE TO THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY ONE (FEDERAL HIGHWAY); THENCE SOUTHERLY ALONG SAID LINE TO THE NORTH RIGHT OF WAY LINE OF OAKLAND PARK BLVD. BEING THE POINT OF BEGINNING.

DESCRIPTION PREPARED BY A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

MICHAEL W. DONALDSON LS6490

P:\01-SKETCH & DESCRIPTIONS\SEWER USER AGREEMENTS DESC\OAKLAND PARK WATER AGREEMENT\20220802 UPDATE\OAKLAND PARK BOUNDARY-SHEET UPDATE.DWG



LEGEND:

C/L	CENTERLINE
P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT OF WAY
R#E	RANGE EAST
T#S	TOWNSHIP SOUTH

NOTES:

1) THIS MAP IS NOT A SURVEY AND IS FOR REFERENCE ONLY.
2) REFER TO LARGE USER WATER SERVICE AREA AGREEMENT FOR BOUNDARY DESCRIPTION

SHEET NO.	1
TOTAL SHEETS	1
CAD FILE:	
DRAWING FILE NO.	

PROJECT # P-80808
LARGE WATER USER AGREEMENT
CITY OF OAKLAND PARK
AGREEMENT LIMITS
OAKLAND PARK

REVISIONS				
NO.	DATE	BY	CHK'D	DESCRIPTION
1	3/30/22	WMD	SP	EXCLUDE DNA SMILE SUBDIVISION
2	6/14/22	WMD	SP	BOUNDARY UPDATE

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
700 NW 19th Avenue, Fort Lauderdale, Florida 33311

DRAWN BY:	DATE: 01/25/22
CH	
DESIGNED BY: NO	SCALE: 1"=1,000'
CHECKED BY: NO	
FIELD BOOK: N/A	

SURVEYOR: Nelson REG. No. #NO. DATE: #DATE

TEL: #TEL FAX: #FAX

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING AGREEMENT FOR SALE OF POTABLE WATER WITH THE CITY OF OAKLAND PARK AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME AND AUTHORIZING THE DIRECTOR OF FINANCE TO WRITE OFF APPROXIMATELY $2,923,000 RELATING TO THE 25% SURCHARGE THAT WAS EFFECTIVE OCTOBER 1, 2019; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale ("City") has sold potable water to the City of Oakland Park since 1963; and

WHEREAS, the original agreement was amended in 1965 and again in 1988, with a new 30-year agreement entered in 1993, which expires in 2023; and

WHEREAS, in October 2019, the City changed its rate structure and included a 25% surcharge to master meter consumers receiving water outside the corporate limits; and

WHEREAS, the provisions for the surcharge were not included in the existing agreement with the City of Oakland Park; and

WHEREAS, the City of Oakland Park ("Oakland Park") requested the surcharge be held in abeyance during the negotiations of the new agreement and it is recommended that the surcharges for the fiscal years 2020, 2021 and 2022 totaling approximately $2,923,000 be written off in the Water and Sewer Fund;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves the Agreement for Sale of Potable Water with the City of Oakland Park.

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida, authorizes the Director of Finance to write off approximately $2,923,000 in the Water and Sewer Fund relating to the 25% surcharge for the City of Oakland Park.

SECTION 3. That the City Commission of the City of Fort Lauderdale, Florida, authorizes the City Manager to execute the Agreement for Sale of Potable Water with the City of Oakland Park.

22-

SECTION 4. That this Resolution shall be in full force and effect upon final passage and adoption.

ADOPTED this _____ day of _____, 2022.

_____
Mayor
DEAN J. TRANTALIS

ATTEST:

_____
City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM:

_____
City Attorney
ALAIN E. BOILEAU

Dean J. Trantalis	_____
Heather Moraitis	_____
Steven Glassman	_____
Robert L. McKinzie	_____
Ben Sorensen	_____

Agreement
Port Everglades

For City Clerk's Office Use Only:

R-1

AGENDA ITEM REQUEST FORM

CITY COMMISSION MEETING
DATE: September 4, 2002

CONFERENCE AGENDA	REGULAR AGENDA
[ ] Old/New Business - *Requires Presentation*	[ ] Consent Agenda [ ] Motion for Discussion
[ ] Conference Reports	[ ] Public Hearing [ ] Ordinance [X] Resolution

TITLE OF AGENDA ITEM (SUBJECT):

30-Year Large User Water Agreement with Broward County for Service to Port Everglades.

DESCRIPTION OF ITEM AND ACTION DESIRED:

Recommend Authorization to Execute a 30-Year Large User Water Agreement with Broward County for Service to Port Everglades.

FLU

***FUNDS REQUESTED* (PROVIDE INDEX CODE, SUBOBJECT, AND TITLE OF SUBOBJECT):**

***RECOMMENDED ACTION* (Use ONLY for Regular Agenda) :**
[ ] Motion to Approve [ ] Introduce Ordinance [X] Introduce Resolution

***APPEARANCE* (NAMES AND TITLES OF OUTSIDE INDIVIDUALS ONLY):**

EXHIBITS: AGENDA MEMO NO. 02-1317 FROM CITY MANAGER
OTHER: _____

COMMENTS/NOTES:

SIGNATURE OF DEPARTMENT HEAD: _____ ***DATE:*** _____

NAME AND TITLE OF AUTHOR: *Frank Coulter, Deputy Public Services Director* ***PHONE NUMBER:*** *954-828-7802*
DISTRIBUTION: ORIGINAL TO CITY CLERK'S OFFICE COPY TO CITY ATTORNEY'S OFFICE COPY FOR DEPARTMENT FILES

MEMORANDUM NO. 02-1317

Pia Paige
954-523-3404
x 3629

DATE: September 3, 2002

TO: Mayor Jim Naugle
Vice-Mayor Cindi Hutchinson
Commissioner Gloria F. Katz
Commissioner Tim Smith
Commissioner Carlton B. Moore

FROM: F. T. Johnson, City Manager

VIA: Gregory A. Kisela, Assistant City Manager

BY: Frank T. Coulter, Deputy Public Services Director

SUBJECT: September 4, 2002 Agenda – 30-Year Large User Agreement with Broward County for Water Service to Port Everglades

The City of Fort Lauderdale has provided water service to Port Everglades since 1972 through a large user water agreement, which expired March 31, 2002.

As part of a 1994 four-party service agreement (Fort Lauderdale, Broward County, Hollywood and Dania), the City of Hollywood was given the right of first refusal to provide water and sewer service to the area in the Port within their municipal boundaries upon the expiration of the Port's Large User Agreements with Fort Lauderdale. Notice of Hollywood's intent to exercise this right for water service to the Port was given in a timely manner in March 2001. However, Hollywood did not, and still does not have the facilities in place to serve the Port.

When the 1972 agreement expired, the County requested an interim month-to-month agreement with Fort Lauderdale for up to six months to allow for negotiation of a longer term agreement. This interim agreement was approved by the Commission at its March 19, 2002 City Commission meeting and will expire on September 30, 2002.

A new 30-year agreement has been negotiated with Broward County to provide large user water services to the Port. These large user water services are substantially the same as with the other Large Users. However, in addition, this agreement provides for the City, acting as the County's agent, to directly bill for water and wastewater service to the "land side" facilities in the Port (approximately 50 customers). The Port will continue to own, operate and maintain the water distribution system within the Port.

We recommend authorization for the appropriate City Officials to execute a 30-year agreement with Broward County for water service to Port Everglades.

LARGE USER AGREEMENT TO PROVIDE WATER,
AND WATER AND WASTEWATER BILLING SERVICES
TO PORT EVERGLADES

THIS IS A LARGE USER AGREEMENT to Provide Water and Wastewater Billing Service to Broward County, Port Everglades Department (APort Everglades@), made and entered into on this _____ day of _____ 2002, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter ACity,@

and

BROWARD COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter ACounty.@

WHEREAS, the City in its proprietary capacity, owns and operates a water producing and distribution facility, is in a position to service the County, and has provided County with water for County=s water distribution system within Port Everglades in the recent past pursuant to water service and interim water service agreements; and

WHEREAS, there is an existing agreement between the City and the County wherein City provides wastewater services to Port Everglades, said agreement dated _____, ____; and

WHEREAS, City and County desire to enter into a new long-term Agreement for City to provide water to Port Everglades and properties within the jurisdictional boundaries of Port Everglades under terms mutually agreeable to the parties; and

WHEREAS, the County in its proprietary capacity, owns and operates a water distribution system in Port Everglades, and desires to purchase from City water to be used in County=s Port Everglades distribution system in servicing County=s large user customers at Port Everglades and further desires to assure that properties within the jurisdictional Port Everglades boundaries of the County are furnished with potable water service by City acting as the County=s agent for water service; and

WHEREAS, the City, as the agent for the County in the provision of water and wastewater services within Port Eerglades will bill users of water and wastewater services directly; and

WHEREAS, at its meeting of _____, 2002, the Board of County Commissioners of Broward County approved this Agreement to Provide Water Service to Port Everglades; and

WHEREAS, at its meeting of _____, 2002, the City Commission of the City of Fort Lauderdale approved this Agreement to Provide Water Service to Port Everglades; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. Recitals. The recitals above are true and correct and are hereby made a part of this Agreement.

Section 2. Purpose. The purposes of this Agreement include (a) allowing the County to purchase water distribution services from the City for resale in the Water Services Area, as later defined, of Port Everglades; (b) having the City act as the County=s agent in furnishing and providing water directly to other properties having individual meters and located within the Water Service Area; (c) havng the City directly bill users of water and wastewater services within Port Everglades, all under the terms and conditions set forth herein.

Section 3. Term. The term of this Agreement shall begin on October 1, 2002, and continue for a period of thirty (30) years, subject to extension for a mutually agreeable term upon the mutual written consent of City and County.

Section 4. Exclusivity.

(A) During the term of this Agreement, the County shall not purchase water from nor shall the County permit or consent to the distribution of water to individual customers within the Water Service Area by any person, firm or corporation other than the City, so long as the City is able to supply all water required by the County and properties within the Water Service Area, subject to the conditions

herein set out, except by written consent of City evidenced by a written amendment to this Agreement, and County shall not permit any properties or customers within the Water Service Area to purchase water from any person or entity other than City, without first obtaining written consent of City. Consent, as required by this section, shall be in the city=s full discretion.

(B) During the term of this Agreement, the County shall not pump water into its water distribution system from its own water producing facilities except upon written consent of the City.

(C) During the term of this Agreement, City shall be permitted to utilize County=s water distribution facilities within the Water Service Area to distribute water to properties within the Port Everglades Water Service Area, as provided in section 4 below. County shall continue to maintain and be responsible for its water distribution facilities, including but not limited to, water mains, valves, hydrants, and appurtenant facilities and equipment, with the execption of individual meters as described in section 7.

Section 5. Water Distribution. During the term of this Agreement, the City will undertake to deliver water to the County in such quantities as are required by the County for resale by the County to its citizens and its customers in the Water Service Area, and subject to the conditions herein contained, but only after the appropriate master water meter or master water meters are installed; EXCEPT THAT the County shall not allow any new customer to connect with the County=s distribution system whose requirements are reasonably estimated to exceed 100,000 gallons of water per day without previous approval of City=s City Manager or his or her designee, and in the event any customer after being connected to the County=s distribution system should use as much as 400,000 gallons of water per day, City shall immediately be notified by the County and City=s approval obtained before such customer shall be furnished water in quantities exceeding 100,000 gallons per day. The parties acknowledge that all persons, entities, and properties (collectively Acustomers@) receiving potable water service under this agreement, other than the County, are customers of County, and City is providing water and billing services to County utilizing County=s water distribution system. The customers connected prior to the Effective Date of this Agreement are presently authorized by the City to utilize in excess of 100,000 gallons of water per day.

However, the City does not bind itself during period of water shortage resulting from an emergency condition of an inadequacy of mains or other facilities to do more than deliver water to said metering station in such quantities as are available for allocation by the City among all its customers outside of the City corporate limits of the City, after the demands of water consumers and customers and demands for fire protection within the City corporate limits of the City have been satisfied. In the event it should become necessary for the City to adopt regulations for conservation of water as directed by the State regulatory agencies in case of emergency, the County agrees that it will adopt and enforce similar regulations for conservation of water within the Water Service Area during such time of emergency.

Section 6. Service Area. City shall provide potable water service to Port Everglades and to properties and customers within County=s jurisdictional Port Everglades boundaries, which is the area situated in Broward County, Florida, known throughout this Agreement as the AWater Service Area@ and described as follows:

> The Water Service Area includes those areas within the jurisdictional limits of Port Everglades, as shown on the map attached hereto and made a part hereof as Exhibit AA@.

Section 7. Master Meters. There shall be one or more master meters installed, at points mutually agreeable, through which all water to be furnished hereunder by the City to the County shall be supplied and metered. The City shall, at the expense of the County, approve, procure and install any new master meters. After installation, the City will, at its own expense, maintain the meters; and title to same shall remain in the City. Upon execution of this Agreement, all right, title and interest in all individual meters for separate water accounts shall be transferred and assigned to City. All costs and expenses associated with the installation of meters for customers billed directly by City shall be borne by said individual customers, and all right, title and interest in said meters shall be in City. City shall be responsible for all maintenance and repair of all individual master meters and individually, City-billed meters throughout the course of this Agreement.

Section 8. Payment for Services. All master meters recording water distribution to the Water Service Area of Port Everglades shall be read and totaled each month by City employees or agents. Individual meters serving City customers directly within the Water Service Area shall be read and recorded by City employees or agents, and the individual customer shall be billed in accordance with Chapter 28 of the City of Fort Lauderdale Code of Ordinances. The sum total of all direct customer readings for the each month for the Water Service Area shall be subtracted from the master meter total to obtain the Large User billing amount for the month. The Large User billing amount shall be billed to the County at the City=s Large User rates, as amended from time to time.

Section 9. Water Rules and Regulations. The County and the customers and properties within the Water Service Area receiving water service directly from City shall be bound by the provisions of Chapter 28 of the ACode of Ordinances of the City of Fort Lauderdale,@ now existing or as amended from time to time, insofar as same are applicable and not varied by this Agreement, as well as all ordinances of the City of Fort Lauderdale now existing or hereafter adopted pertaining to water service and water regulations, not in conflict herewith. The city reserves the right to discontinue water service to any customer failing to pay for service or failing to comply with Chapter 28 of the City of Fort Lauderdale Code of Ordinances or any federal, state or local law regulating water use. The County expressly grants the City permission to enter into, over, on or under any premises within the Water Service Area for the purposes of inspection and enforcement with respect to Chapter 28 of the City of Fort Lauderdale Code of Ordinances.

Section 10. Rates. The water rates charged by the City to the County herein shall be the monthly rates now or hereafter charged to municipalities, political subdivisions and privately owned utilities in the County which connect to the City=s water mains through a master meter or master meter=s arrangement. The water and sewer rates charged to customers, other than the County, and billed directly by City shall be as provided in Chapter 28 of the City of Fort Lauderdale Code of Ordinances, as amended from time to time. All individual customers within the Water Service Area shall be billed at the rate for customers within the corporate limits of the City.

Section 11. Monthly Statements. The City shall render monthly statements for water furnished through all master meters. The charges for water furnished will be based on the total sum of the meter readings. The County shall pay promptly all statements furnished. Should the County fail or refuse to pay the amount of such statement within the thirty (30) days after same has been submitted, the City shall have the right:

A. To apply to the Circuit Court of Broward County, for appointment of a Receiver or mandamus to compel levy or any other relief deemed advisable by the City.

B. To enforce the provisions of Ordinances of the City providing for discontinuance of service until past due indebtedness is paid.

Customers within the Water Service Area receiving water and sewer services through individual meters and being billed directly by City shall receive statements as provided in Chapter 28 of the City of Fort Lauderdale Code of Ordinances, which is currently on a monthly basis, and be subject to all provisions thereof, including collection procedures.

Section 12. Permits.

(A) City shall obtain from the State Board of Health such permit or other data as may be required by the government agency or agencies having jursdiction, for water meters and service lines in Port everglades and which are covered by this Agreement.

(B) For water mains, County shall obtain from the State Board of Health such permit or other data as may be required by the City, and shall comply with all reasonable demands made by City from time to time, and shall furnish to City plans and specifications of the existing water distribution system of County and from time to time furnish copies of plans and specifications of any additions to or extension of County=s water distribution system for Port Everglades.

Section 13. Source of Water. Water sold to County and customers within the Water Service Area hereunder will be supplied from City=s water producing facilities and will be of substantially the same quality as the water furnished by City to all custoemrs.

Section 14. Facilities. The City shall have the right to install water meters, backflow preventers, and service lines in the Water Service Area when are necessary and essential for the performance by the City of its obligations under this Agreement. The location of such facilities shall be by mutual agreement between the parties. The City shall have the right to repair and replace such aforementioned meters and service lines as deemed necessary by City. When such installations or repairs are made, the City shall replace, repair or otherwise return the immediate vicinity of the installation or repair to substantially the same condition as existed immediately prior thereto. The County shall be responsible for complying with all federal, state and local regulations regarding water quality on the County=s side of the meters including, but not limited to, proper programs covering cross connection control, line flushing and bacteriological sampling and testing. The City shall be responsible for complying with all federal, state and local regulations regarding water quality on the City=s side of the meters, and with respect to backflow preventers and service lines.

Section 15. Immunity. City is a state agency as defined in Section 768.28, Florida Statutes, and County is a political subdivision of the State of Florida. Each agrees to be fully responsible for acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein shall be construed as or is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

Section 16. Amendment. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and approved and executed by the parties.

Section 17. Effective Date. This Agreement shall on October 1, 2002. County and City agree to work diligently to take those necessary actions to transition, in six months or less, the individually-billed customers to the City=s billing system.

Section 18. Compliance with Laws. The parties shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing their respective obligations and responsibilities under this Agreement.

Section 19. Notice. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth below until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For the City:

City Manager
City of Fort Lauderdale
City Hall, 7th Floor
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301

For the County:

County Administrator
Broward County Governmental Center, Room 409
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301

And

Broward County, Port Everglades Department
Port Director
1850 Eller Drive
Fort Lauderdale, Florida 33316

Section 19. Waiver. Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

Section 21. Severability. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

Section 22. Entire Agreement. It is understood and agreed that this Agreement incorporated and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 23. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered under any circumstances by City or County without the prior written consent of City and County and only by a document of equal dignity herewith. This Agreement shall be binding on the successors and assigns of the parties.

Section 24. Third Party Beneficiaries. Neither City nor County intend that any person shall have a cause of action against either of them as third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that not third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to cheat any rights or obligations in any third person or entity under this Agreement.

Section 25. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Venue for litigation arising out of or concerning this Agreement shall be Broward County, Florida.

Section 26. Joint Preparation. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of

the parties, the language has been agreed to by the parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 27. Multiple Originals. This Agreement may be fully executed in five (5) counterparts by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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

WITNESSES:

CITY OF FORT LAUDERDALE

_____

By_____
Mayor

_____

By_____
City Manager

(CORPORATE SEAL)

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

BROWARD COUNTY, BY AND THROUGH
ITS BOARD OF COUNTY
COMMISSIONERS

By_____
Lori Nance Parrish, Chair

____ day of _____, 2002

Approved by:

_____
Risk Management

Approved as to form:
Office of the County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Port Everglades Department of
Broward County
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Facsimile: (954) 523-2613

By_____
Melissa P. Anderson
Assistant County Attorney

L:\AGMTS\WATER\2002\PORTEVFN.WPD

SR. A-1-A
S.E. 17th ST.
S.E. 18th ST.
S.E. 20th ST.
S.E. 22nd ST.
S.E. 25th ST.
S.E. 26th ST.
S.E. 28th ST.
S.E. 30th St.
S.E. 32nd ST.
S.E. 35th ST.
EISENHOWER BOULEVARD
ELLER DRIVE
RAILWAY
MIAMI ROAD
S.E. 6th AVE
U.S. HWY 1
I-595
CONVENTION CENTER
PARKING
PARKING GARAGE
HESS
MARATHON
KARTAK SOUTH
TRUMBULLO
COASTAL FUELS MARKETING
AMOCO
MOBIL
CHEVRON
CITGO
SPANGLER BLVD.
TRANSMONTAINE
MOTIVA NORTH
MOTIVA EAST
MOTIVA SOUTH
DYNERGY
PHILLIPS
FLORIDA POWER & LIGHT COMPANY

Agreement
Village of Sea Ranch Lakes

QUIT-CLAIM DEED — DREW'S FORM R. E. 8 — Manufactured and for sale by The H. & W. B. Drew Company, Jacksonville, Florida

O.R. 10 — Page 414

to real, personal, and mixed property

This Quit-Claim Deed, *Executed this* 19th *day of* April , *A. D.* 1965 , *by* the VILLAGE OF SEA RANCH LAKES, a Municipal Corporation of the State of Fla. *first party, to* the CITY OF FORT LAUDERDALE, FLORIDA, a Municipal Corporation of the State of Florida *whose postoffice address is* City Hall, P. O. Drawer 1181, Fort Lauderdale, Florida *second party:*

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, *That the said first party, for and in consideration of the sum of* $ 10.00 *in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described* real, personal, and mixed property *situate, lying and being in the County of* Broward *State of* Florida , *to-wit:*

All right title and interest of the Village of Sea Ranch Lakes, however the same may appear on the date of this conveyance in all real, personal or mixed property forming the total public utility type water system and facilities located within the Village of Sea Ranch Lakes together with all appurtenances appertaining thereto.

Original filed — City owned — Sea Ranch Lakes water system

To Have and to Hold *the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.*

In Witness Whereof, *The said first party has signed and sealed these presents the day and year first above written.*

Signed, sealed and delivered in presence of:

Hazel C. Ford

M. James Casey

Edward J. Ingram (L.S.)
Edward J. Ingram, Mayor

Paulina M. Finlay (L.S.)
Paulina M. Finlay, Village Clerk

STATE OF FLORIDA,
COUNTY OF BROWARD }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Edward J. Ingram, Mayor, and Paulina M. Finlay, Village Clerk to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of April A. D. 1965.

Eileen M. Daniels

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1965
Bonded by American Surety Co. of N. Y.

AGREEMENT - WATER - VILLAGE OF SEA [redacted] LAKES

By Resolution 9608, the City Commission approved water franchise Ordinance No. 65-1, which was passed by the Village of Sea Ranch Lakes by referendum held on March 16, 1965. It will be necessary for the City to pass an ordinance embodying the terms of Ordinance No. 65-1 of the

ORDINANCE NO. C-2119

AN ORDINANCE GRANTING WATER SERVICE TO THE VILLAGE OF SEA RANCH LAKES, FLORIDA AT A RATE BASED ON THE BASE RATE CHARGED TO WATER SERVICE CUSTOMERS OF VARIOUS CLASSES IN THE CITY OF FORT LAUDERDALE, WITHOUT SPECIAL USAGE TAX OR SPECIAL ASSESSMENT, PLUS A SURCHARGE NOT TO EXCEED TWENTY FIVE PERCENT FOR THE CLASS OF WATER SERVICE RENDERED TO THE WATER CUSTOMERS IN THE VILLAGE OF SEA RANCH LAKES.

Ord. 4/16/65

Which ordinance was read in full. Roll call showed: AYES: Commissioners Burghard, Burry, Clements, Friese and Mayor-Commissioner Young. NAYES: none.

There were no objections to reading of the ordinance on second and third readings and Ordinance No. C-2119 was read by title only and placed upon second and third readings. Roll call showed: AYES: Commissioners Burghard, Burry, Clements, Friese and Mayor-Commissioner Young. NAYES: none.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of April, 1965, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of Florida, hereinafter called the "City";

and

VILLAGE OF SEA RANCH LAKES, a municipal corporation of Florida, hereinafter called "Village";

WITNESSETH:

WHEREAS, the Village possesses no independent source of water supply of its own but is dependent upon the City to furnish water utility service within its corporate limits; and

WHEREAS, the Village and City have presently no existing agreement relative to the furnishing of water services between the two municipalities and wish to formalize and conclude such an agreement; and

WHEREAS, the Village is desirous of obtaining water service on similar terms and conditions as those between the City and Town of Lauderdale-By-The-Sea, an adjacent municipality to the Village also served by the City's water supply; and

WHEREAS, the Village, by Referendum held on March 16, 1965, has approved Ordinance 65-1 granting City water rights for a period of thirty years; and

WHEREAS, City is desirous of entering into a water agreement with the Village under the terms of Ordinance 65-1;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by the Village and City as follows:

1. Village and City hereby agree to the terms of the Village Ordinance 65-1, attached hereto and incorporated herein by reference and made a part of this agreement, which ordinance was passed by Village and approved by Referendum held on March 16, 1965.

2. This agreement shall be effective April 1, 1965 and Village and City shall be bound by the terms of Ordinance 65-1, effective April 1, 1965.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

WITNESSES:

Marguerite Dreed

Jean A. Auld

CITY OF FORT LAUDERDALE

By _____
Mayor-Commissioner

By _____
City Manager

ATTEST:

(CORPORATE SEAL)

Marie L. Crow
City Clerk

Approved as to form:

C. Shelby Dale
City Attorney

WITNESSES:

Howard H. Daly

M. Francis Carey

VILLAGE OF SEA RANCH LAKES

By Edward J. Ingram
Mayor

(CORPORATE SEAL)

ATTEST:

Pauline M. Finley
Village Clerk

Approved as to form:

Clement A. de Haire
Village Attorney

STATE OF FLORIDA :
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgments, personally appeared M. R. YOUNG, R. H. BUBIER, and MARIE L. CROW, Mayor-Commissioner, City Manager, and City Clerk, respectively of the City of Fort Lauderdale, a municipal corporation of Florida, and they acknowledged before me that they executed the foregoing Agreement as the proper City officials of the City of Fort Lauderdale, and that the same is the act and deed of the said City of Fort Lauderdale.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fort Lauderdale, Broward County, Florida, this 12 day of April, 1965.

(SEAL)

Margaret E. Doe
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE of FLORIDA at LA.
MY COMMISSION EXPIRES FEB. 20,
THROUGH FRED W. DIESTEL

STATE OF FLORIDA :
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Edward J. Ingram and Paulina M. Finlay, Mayor and Village Clerk respectively, of the Village of Sea Ranch Lakes, a municipal corporation of Florida, and they acknowledged before me that they executed the foregoing Agreement as the proper Village officials of the Village of Sea Ranch Lakes, and that the same is the act and deed of the said Village of Sea Ranch Lakes.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Ft. Lauderdale, Broward County, Florida, this 14th day of April, 1965.

(SEAL)

Eileen M. Daniels
Notary Public
My Commission Expires: Oct. 31, 1965

Notary Public, State of Florida at Large
My Commission Expires Oct 31, 1965
Bonded by American Surety Co. of N. Y.

C E R T I F I C A T E

I, VERA D. MALES, the duly appointed Village Clerk for the Village of Sea Ranch Lakes, Florida, do hereby certify that the attached is a true and correct copy of:

ORDINANCE NO. 65 - 1

"AN ORDINANCE GRANTING TO THE CITY OF FORT LAUDERDALE, FLORIDA, THE USE OF PUBLIC ROADS, STREETS AND HIGHWAYS IN THE VILLAGE OF SEA RANCH LAKES, FLORIDA, FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING AND OPERATING WATER MAINS AND WATER SERVICES TO RENDER PUBLIC UTILITY TYPE SERVICE TO ALL CLASSES OF WATER CUSTOMERS IN THE VILLAGE OF SEA RANCH LAKES, FLORIDA, AND IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO."

as passed and adopted by the Village Council of the Village of Sea Ranch Lakes, Florida, on the 9th day of February, 1965, and as contained in the records of my office.

WITNESSETH my hand and the official seal of the Village of Sea Ranch Lakes, Florida, this the 17th day of March, 1965.

Vera D. Males

Vera D. Males
Village Clerk
Village of Sea Ranch Lakes,
Florida

ORDINANCE NO. 65 - 1

AN ORDINANCE GRANTING TO THE CITY OF FORT LAUDERDALE, FLORIDA THE USE OF PUBLIC ROADS, STREETS AND HIGHWAYS IN THE VILLAGE OF SEA RANCH LAKES, FLORIDA FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING AND OPERATING WATER MAINS AND WATER SERVICES TO RENDER PUBLIC UTILITY TYPE WATER SERVICE TO ALL CLASSES OF WATER CUSTOMERS IN THE VILLAGE OF SEA RANCH LAKES, FLORIDA AND IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO.

WHEREAS, the Village Council has determined the necessity for all classes of water customers in the Village of Sea Ranch Lakes, Florida to receive public utility type water service; and

WHEREAS, the Charter of the Village of Sea Ranch Lakes, Florida provides that the Village Council may by Ordinance grant Franchises for the purposes of securing various utility services; and

WHEREAS, the Charter of the Village of Sea Ranch Lakes, Florida provides that any Franchise granted by the Village Council shall be subject to the approval of the qualified voters at a Referendum election, duly called and held, in connection therewith;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF SEA RANCH LAKES, FLORIDA:

Section 1 That permission be and the same is hereby granted to the City of Fort Lauderdale, Florida, its successors and assigns, to construct, maintain and operate water mains and water services, together with any and all other necessary pipes, fixtures, meters and devices as its business may from time to time require, in order to render utility type water service to all classes of water customers in the Village of Sea Ranch Lakes, Florida.

Section 2 That the work of constructing underground water mains, pipes and other public utility type water services and devices appurtenant thereto shall be subject to the general supervision of the Village, and the City of Fort Lauderdale, Florida, shall replace or relay any sidewalks, streets or planted areas that may be displaced by such work, and upon failure of the City of Fort Lauderdale, Florida, so to do, after twenty (20) days notice in writing shall have been given by the Mayor of the Village to the City of Fort Lauderdale, Florida, the Village may repair, replace or otherwise rehabilitate such portion(s) of the sidewalks, streets or planted areas as may have been disturbed by the City of Fort Lauderdale, Florida, and collect the cost(s) so incurred from the City of Fort Lauderdale, Florida.

Section 3 That the City of Fort Lauderdale, Florida, shall have entry upon or over the roads of the Village to perform any and all necessary work of installing maintaining or operating their complete utility type water services within the Village; and further provided that the City of Fort Lauderdale, Florida shall not be subject to any Village occupational license fee or requirement for them or their contract agent(s) to install, maintain or operate any part of their complete utility type water services within the Village.

Section 4 That in consideration of the rights and privileges

herein granted, the City of Fort Lauderdale, Florida shall provide water service without a utility usage charge for the water used by such fire hydrants as may be located within the Village; provided, however, that the Village agrees to pay to the City of Fort Lauderdale, Florida, an annual charge per fire nydrant for the maintenance, testing and painting of the fire hydrants, and provided that the charge for such annual service work shall not be greater than the City of Fort Lauderdale, Florida charges other municipalities or customers outside of the geographic confines of the City of Fort Lauderdale, Florida for comparable service under comparable conditions of public utility type service rendered.

Section 5 That the Village shall not impose any gross receipts tax on the City of Fort Lauderdale, Florida in connection with the utility type water service to be rendered to any class of water customer within the Village; provided, however, that the various classes of water customers in the Village shall not be subject to any usage tax or special assessment of any nature watsoever that may be ever imposed on the water users of the City of Fort Lauderdale, Florida proper over and above the base rate(s) for such public utility type water service.

Section 6 That the public utility type water rates to the various classes of water customers in the Village shall be the base rate charged to the water service customers of various classes in the City of Fort Lauderdale, Florida, without any special usage tax or special assessment imposed on the water users of the City of Fort Lauderdale, Florida plus a sur-charge not to exceed twenty five percent (25%) for the class (residential, commercial, industrial) of water service rendered to the water customers in the Village.

Section 7 That the City of Fort Lauderdale, Florida shall be permitted to charge prospective various classes of public utility type water service users in the Village its standard fees and provisions for extension of mains, individual water service connections, water meter(s) installation, posting of deposits to guarantee payment of water usage bills, and allied public utility type water services, contingent to rendering water service according to the same conditions as may be applicable, from time to time, to other comparable prospective water users of the City of Fort Lauderdale, Florida, or, in the alternate, to otherwise provide for said standard provisions incident to water service connection and usage under conditions or terms acceptable to the City of Fort Lauderdale, Florida.

Section 8 That the Village upon the acceptance of this Ordinance by the City of Fort Lauderdale, Florida and approval of the qualified Village electorate on a Referendum herein provided for, shall quit-claim to the City of Fort Lauderdale, Florida all right, title and interest the Village may have in the existing total public utility type water system and facilities within the Village as same shall exist on said date.

Section 9 Tnat the City of Fort Lauderdale, Florida shall indemnify the Village against, and assume all liabilities for, damages that may arise or accrue to the Village for any injury to persons or property from the doing of any work herein authorized, or the neglect of the City

of Fort Lauderdale, Florida, or any of its employees or agents to comply with any Ordinance of the Village regulating the use of the streets of the Village, and the acceptance of the City of Fort Lauderdale, Florida of this Ordinance shall be an agreement by it to pay to the Village any sum of money for which the Village may become liable for or by reason of such injury or damage.

Section 10 That the City of Fort Lauderdale, Florida shall file with the Village Clerk of the Village of Sea Ranch Lakes, Florida its acceptance of this Ordinance within thirty (30) days from the date of approval by the qualified voters of the Village at a special Referendum granting a public utility type water service franchise to the City of Fort Lauderdale, Florida at the election to be held on March 16, 1965.

Section 11 That nothing in this Ordinance shall be construed to be, or shall be deemed to be, a surrender by the Village of its rights, or powers to pass Ordinances regulating the use of the streets of the Village.

Section 12 That this Ordinance shall be in full force and effect for a term of thirty (30) years from its effective date and which date shall not be more than sixty (60) days after approval of the qualified Village electorate on the Referendum incident to this Ordinance. The Village hereby reserves the right and requires of the said City of Fort Lauderdale, Florida, as a condition precedent to the taking effect of the grant herein, to give and grant to the Village of Sea Ranch Lakes, Florida the right at and after the expiration of the thirty (30) year term to purchase the entire public utility type water service system as same may exist at said date, together with all appurtenances thereto which are an integral part of said water service system within the Village used or in connection with this grant, or such part of said total water service system as the Village may desire to purchase, at a valuation of the property to be so conveyed and which valuation shall be fixed by arbitration as may be provided by law; and provided that the acceptance of this Ordinance by the City of Fort Lauderdale, Florida shall operate as a grant by the said City of Fort Lauderdale, Florida, to the Village of said right to purchase.

Section 13 That upon the annexation of any territory to the Village, the portion of the City of Fort Lauderdale's Florida public utility type water service system that may be located within the annexed territory shall, thereafter, be subject to all the terms and conditions of this Ordinance as fully as though by express extension of this Ordinance.

Section 14 That before this Ordinance shall become effective, it shall be the duty of the Village Council to call a special Referendum on the franchise involved herein, and which Referendum shall be sumitted to the qualified voters of the Village at the Village General Election, as otherwise provided for, to be held on March 16, 1965, and the notice thereof shall be posted by the Village in accordance with the provisions of the Village Charter. The posting of due notice shall include notice of a public hearing to be held on February 9, 1965 in connection with and relative to this Ordinance and the Referendum provided for therein.

Section 15 That in the Referendum election so called and so held, the ballots to be used shall be prepared by the Village Council, and shall be, substantially, in the following form:

REFERENDUM ELECTION
SEA RANCH LAKES, FLORIDA
March 16, 1965

ORDINANCE NO. 65-1

AN ORDINANCE GRANTING TO THE CITY OF FORT LAUDERDALE, FLORIDA THE USE OF PUBLIC ROADS, STREETS AND HIGHWAYS IN THE VILLAGE OF SEA RANCH LAKES, FLORIDA FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING AND OPERATING WATER MAINS AND WATER SERVICES TO RENDER PUBLIC UTILITY TYPE WATER SERVICE TO ALL CLASSES OF WATER CUSTOMERS IN THE VILLAGE OF SEA RANCH LAKES, FLORIDA AND IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO.

☐ FOR the Ordinance

☐ AGAINST the Ordinance

Instructions

To vote on this Ordinance No. 65-1, place an "X" in the box in front of either "FOR the Ordinance" or "AGAINST the Ordinance"

Section 16 That not less than one (1) year prior to the expiration of a thirty (30) year franchise granted herein, the Village Council agrees to explore the possibility of a renewal or extension of any franchise granted hereunder, under such terms and conditions as may be mutually acceptable at such time to the Village of Sea Ranch Lakes, Florida and the City of Fort Lauderdale, Florida; provided, however, that under no conditions whatsoever shall the city of Fort Lauderdale, Florida terminate public utility type water service to water users customers within the Village of Sea Ranch Lakes, Florida without advance written notice to the Village Council not less than one (1) year prior to any anticipated or scheduled termination date.

PASSED FIRST READING this 5th day of January, 1965.
PASSED SECOND READING this 9th day of February, 1965
ADOPTED this the 9th day of February, 1965

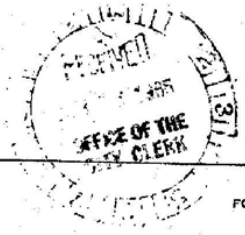
William J. Roberts
President of Council

APPROVED:
E J Chapman
Mayor

ATTEST:
Ina D Meles
Village Clerk

POSTED January 6, 1965
VILLAGE HALL
BEACH CLUBHOUSE
POLICE STATION

Village of Sea Ranch Lakes



GATE HOUSE ROAD
FORT LAUDERDALE, FLORIDA
PHONE: 941-8428

April 15, 1965

City of Fort Lauderdale
Office of the City Clerk
P. O. Box 1181
Fort Lauderdale, Florida

Gentlemen:

RE: Water Service Agreement by and between City of Fort Lauderdale and Village of Sea Ranch Lakes

Forward herewith is the duly executed and sealed original of the "Agreement" between the City of Fort Lauderdale and the Village of Sea Ranch Lakes, relative to a 30-year Franchise granted by the Village to the City for public utility type water service.

The Village has retained the duly executed and sealed copy of the referenced "Agreement".

Yours very truly,

VILLAGE OF SEA RANCH LAKES

Edward J. Ingram
Mayor

EJI/emd
encl.

April 13, 1965

Village of Sea Ranch Lakes
Office of the Mayor
Sea Ranch Lakes, Florida

Gentlemen:

I am enclosing two copies of the water agreement between the City of Fort Lauderdale and the Village of Sea Ranch Lakes. Please execute both copies and return the original to us for our records.

A copy of Resolution No. 9706 and Ordinance No. C-2119 relating to the water agreement are also enclosed for your records.

Very truly yours,

Marie L. Crow
City Clerk

MLC:md
Encl.

4/8 City atty sending certified copy to mayor J. R. Lohr, Virginia Duncan, Patterson, Monks, McKenney

ORDINANCE NO. C-2119

AN ORDINANCE GRANTING WATER SERVICE TO THE VILLAGE OF SEA RANCH LAKES, FLORIDA AT A RATE BASED ON THE BASE RATE CHARGED TO WATER SERVICE CUSTOMERS OF VARIOUS CLASSES IN THE CITY OF FORT LAUDERDALE, WITHOUT SPECIAL USAGE TAX OR SPECIAL ASSESSMENT, PLUS A SURCHARGE NOT TO EXCEED TWENTY FIVE PERCENT FOR THE CLASS OF WATER SERVICE RENDERED TO THE WATER CUSTOMERS IN THE VILLAGE OF SEA RANCH LAKES.

WHEREAS, the Village of Sea Ranch Lakes possesses no independent source of water supply of its own but is dependent upon the City of Fort Lauderdale to furnish water utility service within its corporate limits; and

WHEREAS, the Village is desirous of obtaining water service on similar terms and conditions as those between the City of Fort Lauderdale and the Town of Lauderdale-By-The Sea, an adjacent municipality to the Village also served by the City's water supply; and

WHEREAS, the Village, by Referendum held on March 16, 1965, has approved Ordinance 65-1 granting City water rights for a period of thirty years; and

WHEREAS, City Commission is desirous of adopting an ordinance embodying the terms of Ordinance 65-1 which terms are to be included in the water service agreement between the City of Fort Lauderdale and the Village of Sea Ranch Lakes;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. City, its successors and assigns shall have the right to construct, maintain and operate water mains and water services, together with any and all other necessary pipes, fixtures, meters and devices as its business may from time to time require, in order to render utility type water service to all classes of water customers in the Village of Sea Ranch Lakes, Florida.

SECTION 2. That the work of constructing underground water mains, pipes and other public utility type water services and devices appurtenant thereto shall be subject to the general supervision of the Village of Sea Ranch Lakes, and the City shall replace or repair any sidewalks, streets or planted areas that may be displaced by such work, and upon failure of the City so to do, after twenty (20) days notice in writing shall have been given by the Mayor of the Village to the City, the Village may repair, replace or otherwise rehabilitate such portion(s) of the sidewalks, streets or planted areas as may have been disturbed by the City, and collect the cost(s) so incurred from the City.

SECTION 3. That the City shall have entry upon or over the roads of the Village to perform any and all necessary work of installing, maintaining or operating their complete utility type water services within the Village; and further provided that the City shall not be subject to any Village occupational license fee or requirement for them or their contract agent(s) to install, maintain or operate any part of their complete utility type water services within the Village.

SECTION 4. That in consideration of the rights and privileges granted by the Village, the City shall provide water service without a utility usage charge for the water used by such fire hydrants as may be located within the Village; provided, however, that the Village shall pay to the City an annual charge per fire hydrant for the maintenance, testing and painting of the fire hydrants, and provided that the charge for such annual service work shall not be greater than the City charges other municipalities or customers outside of the geographic confines of the City for comparable service under comparable conditions of public utility type service rendered.

SECTION 5. That the Village shall not impose any gross receipts tax on the City in connection with the utility type water service to be rendered to any class of water customer within the Village; provided, however, that the various classes of water customers in the Village shall not be subject to any usage tax or special assessment of any nature whatsoever that may be ever imposed on the water users of the City proper over and above the base rate(s) for such public utility type water service.

SECTION 6. That the public utility type water rates to the various classes of water customers in the Village shall be the base rate charged to the water service customers of various classes in the City, without any special usage tax or special assessment imposed on the water users of the City plus a sur-charge not to exceed twenty five per-cent (25%) for the class (residential, commercial, industrial) of water service rendered to the water customers in the Village.

SECTION 7. That the City shall be permitted to charge prospective various classes of public utility type water service users in the Village its standard fees and provisions for extension of mains, individual water service connections, water meter(s) installation, posting of deposits to guarantee payment of water usage bills, and allied public utility type water services, contingent to rendering water service according to the same conditions as may be applicable, from time to time, to other comparable prospective water users of the City, or, in the alternate, to otherwise provide for said standard provisions incident to water service connection and usage under conditions or terms acceptable to the City.

SECTION 8. That the Village shall quit-claim to the City of Fort Lauderdale, Florida all right, title and interest the Village may have in the existing total public utility type water system and facilities within the Village in accordance with Section 8 of Village Ordinance 65-1.

SECTION 9. That the City shall indemnify the Village against, and assume all liabilities for, damages that may arise or accrue to the Village for any injury to persons or property from the doing of any work herein authorized, or the neglect of the City or any of its employees or agents to comply with any ordinance of the Village regulating the use of the streets of the Village, and the City agrees to pay to the Village any sum of money for which the Village may become liable for or by reason of such injury or damage.

SECTION 10. That the City shall file with the Village Clerk its acceptance of Village Ordinance 65-1 within thirty (30) days from the date of approval of Ordinance 65-1 by the qualified voters of the Village at a special Referendum granting a public utility type water service franchise to the City at the election held on March 16, 1965.

SECTION 11. That nothing in Village Ordinance 65-1 shall be construed to be, or shall be deemed to be, a surrender by the Village of its rights, or powers to pass ordinances regulating the use of the streets of the Village.

SECTION 12. That this ordinance shall be in full force and effect for a term of thirty (30) years from the effective date of Village Ordinance 65-1, which date shall not be more than sixty (60) days after approval of the qualified Village electorate on the Referendum incident to Village Ordinance 65-1. The Village reserves the right and requires of the said City, as a condition precedent to the taking effect of the grant in Village Ordinance 65-1, to give and grant to the Village the right at and after the expiration of the thirty (30) year term to purchase the entire public utility type water service system as same may exist at said date, together with all appurtenances thereto which are an integral part of said water service system within the Village used or in connection with grant under Village Ordinance 65-1 or such part of said total water service system as the Village may desire to purchase, at a valuation of the property to be so conveyed and which valuation shall be fixed by arbitration as may be provided by law; and provided that the acceptance of Village Ordinance 65-1 by the City shall operate as a grant by the said City to the Village of said right to purchase.

SECTION 13. That upon the annexation of any territory to the Village, the portion of the City's public utility type water service system that may be located within the annexed territory shall, thereafter, be subject to all the terms and conditions of this ordinance as fully as though by express extension of this ordinance.

SECTION 14. That not less than one (1) year prior to the expiration of the thirty (30) year franchise, the Village Council has agreed pursuant to Village Ordinance 65-1 to explore the possibility of a renewal or extension of the franchise granted under Village Ordinance 65-1, under such terms and conditions as may be mutually acceptable at such time to the Village and the City; provided, however, that under no conditions whatsoever shall the City terminate public utility type water service to water usage customers within the Village without advance written notice to the Village Council not less than one (1) year prior to any anticipated or scheduled termination date.

PASSED FIRST READING this the 6th day of April, 1965.
PASSED SECOND READING this the 6th day of April, 1965.
PASSED THIRD READING this the 6th day of April, 1965.

Mayor-Commissioner

ATTEST:

City Clerk

C-2119

C' Contracts - Water - Sea Ranch

CONTRACT - WATER - VILLAGE OF SEA RANCH LAKES

By Resolution 9608, the City Commission approved water franchise Ordinance No. 65-1, which was passed by the Village of Sea Ranch Lakes by referendum held on March 16, 1965.

Commissioner Burghard introduced a written resolution entitled:

RESOLUTION NO. 9706

A RESOLUTION AUTHORIZING AND DIRECTING THE PROPER CITY OFFICIALS TO EXECUTE A WATER AGREEMENT WITH VILLAGE OF SEA RANCH LAKES UNDER THE TERMS OF ORDINANCE 65-1.

Which resolution was read by title only. Roll call showed: AYES: Commissioners Burghard, Burry, Friese and Mayor-Commissioner Young. NAYES: none.

Agreement
City of Tamarac

CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#24-0678**
REGULAR MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Susan Grant, Acting City Manager

DATE: August 20, 2024

TITLE: Resolution Approving Agreement for Sale of Potable Water Between the City of Fort Lauderdale and the City of Tamarac - (**Commission Districts 1, 2, 3 and 4**)

Recommendation

Staff recommends the City Commission adopt a Resolution approving the Agreement for Sale of Potable Water between the City of Fort Lauderdale and the City of Tamarac for five (5) years, beginning October 18, 2024, with one (1) extension for an additional two (2) years.

Background

The City of Fort Lauderdale (City) has sold potable water to the City of Tamarac (Tamarac) since 1994 pursuant to a 30-year agreement that will expire on October 18, 2024. The sale of bulk water is done via a series of master meters feeding sections of Tamarac adjacent to the City. In 2021, Tamarac requested a shorter duration agreement of five (5) to seven (7) years, instead of the typical 30-years, due to Tamarac's constructing a new pipeline to serve the areas currently supplied by the City, from its water treatment plant.

The City sells bulk water to the City of Tamarac, City of Okland Park, City of Wilton Manors, Town of Davie, and Port Everglades. In FY2023, water revenue from Tamarac was $420,208.19, or 0.43% of total potable water revenues.

The new agreement was approved by Tamarac at its June 10, 2024, City Commission Meeting.

Resource Impact

Future revenues from bulk water sales to Tamarac will vary based on actual water consumption and the City's water rate structure that is in effect.

Strategic Connections
This item is a FY *2024 Commission* Priority, advancing the Infrastructure and Resilience initiative.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Infrastructure and Resilience Focus Area
- Goal 3: Be a sustainable and resilient community.

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Ready.

This item supports the *Advance Fort Lauderdale 2040* Comprehensive Plan specifically advancing:

- The Infrastructure Focus Area
- The Sanitary Sewer, Water & Stormwater Element
- Goal 3: Develop and maintain an adequate water supply, treatment and distribution system, which meets the existing and projected needs of the service area in an efficient, economical, and environmentally sensitive manner.

Attachments
Exhibit 1 – City of Tamarac Resolution
Exhibit 2 – Agreement for Sale of Potable Water
Exhibit 3 – Resolution

Prepared by: Talal Abi-Karam, P.E., Public Works

Department Director: Linda Short, Finance
Alan Dodd, Public Works

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF Agmt btw C.O.T and City of Fort Lauderdale
THE ORIGINAL OF WHICH IS ON FILE IN CITY HALL
WITNESS MY HAND AND OFFICIAL SEAL
OF THE CITY OF TAMARAC, FLORIDA.
THIS 18th DAY OF June, 2024
CITY CLERK

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2024-055

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A FIVE-YEAR EXTENSION OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND THE CITY OF TAMARAC FOR THE SALE OF POTABLE WATER FROM AN EXISTING INTERCONNECTION, EFFECTIVE FROM OCTOBER 18, 2024, THROUGH OCTOBER 17, 2029, UNLESS TERMINATED EARLY PER THE CONDITIONS OF THE EXTENSION; AUTHORIZING EXPENDITURES FOR POTABLE WATER PURCHASE, NOT TO EXCEED THE ANNUAL AMOUNT BUDGETED FOR SAID PURPOSE; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ADMINISTER THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac owns, operates, and maintains the water supply, treatment, and distribution systems; and

WHEREAS, currently, the City's distribution system is divided into two sections; Tamarac Utility West (TUW) extending from the western limits of the City to State Road 7 and Tamarac Utility East (TUE), extending from NW 31st Avenue to Prospect Road and NW 15th Avenue; and

WHEREAS, the water servicing TUW is supplied by the City of Tamarac, while the City of Tamarac maintains the distribution infrastructure, water servicing the TUE is supplied by the City of Fort Lauderdale to the City of Tamarac as a bulk purchasing customer; and

Five-Year Extension to the Agreement between the City of Tamarac and the City of Fort Lauderdale for the Sale of Potable Water, and to authorize the appropriate City Officials to execute and administer the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, THAT:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The City Commission of the City of Tamarac does hereby approve the Five-Year Extension to the Agreement between the City of Tamarac and the City of Fort Lauderdale for the Sale of Potable Water, and to authorize the appropriate City Officials to execute and administer the Agreement, and the appropriate City Officials are HEREBY authorized to execute and administer said Agreement effective through October 17, 2029, unless terminated early by the City of Tamarac per the conditions of the Extension, a copy of the Agreement is attached hereto as "Exhibit 1".

SECTION 3: Funding for said purpose is available in the Utilities Fund, and expenditures for said purpose, not to exceed the annual budgeted amount or as may be amended by the City Commission, are HEREBY approved.

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

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 10th day of JUNE, 2024.

Michelle J. Gomez

MICHELLE J. GOMEZ
MAYOR

ATTEST:

Kimberly Dillon

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	YES
DIST 1: COMM. BOLTON	YES
DIST 2: V/M WRIGHT, JR.	YES
DIST 3: COMM. VILLALOBOS	YES
DIST 4: COMM. DANIEL	YES

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

HANS OTTINOT
CITY ATTORNEY

AGREEMENT FOR SALE OF POTABLE WATER

THIS AGREEMENT made and entered into this 10TH day of JUNE, 2024, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, herein called the "Seller,"

and

CITY OF TAMARAC, a municipal corporation of the State of Florida, herein called the "Consumer," collectively "Parties".

WHEREAS, Seller and Consumer entered into a 30-year agreement in 1994 for the provision of potable water from Seller to Consumer; and

WHEREAS, pursuant to Resolution No.94-178, adopted at its meeting of September 14, 1994, the City Commission of the City of Tamarac authorized the proper officials of Consumer to enter into an Agreement for the purchase of potable water from the Seller; and

WHEREAS, pursuant to Resolution No. 94-137, adopted at its meeting of September 7, 1994, the City Commission of the City of Fort Lauderdale authorized the proper officials of Seller to enter into an Agreement for the sale of potable water to the Consumer; and

WHEREAS, the Parties hereto desire to continue the relationship; and

WHEREAS, in 2021, the Consumer expressed its interest in a shorter duration Agreement due to undertaking a project to extend its infrastructure to serve the service area identified in the Agreement; and

WHEREAS, the Seller, in its proprietary capacity, owns and operates a municipal public water supply and is in a position to continue to provide service to the Consumer; and

WHEREAS, the Consumer, in its proprietary capacity, owns and operates a water distribution system, and Consumer desires to continue to purchase water from Seller to service Consumer's customers upon terms mutually agreeable

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Beginning October 18, 2024 and continuing for a period of Five-years (5) thereafter, Seller agrees to sell to the Consumer and the Consumer agrees to buy from the Seller potable water for resale to the citizens and customers of the Consumer, under the terms and conditions set forth herein. The Agreement may be extended for one additional two-year (2) term. Each Party shall notify the other regarding intention to extend or not extend two (2) years prior to the expiration date of the Agreement. After the completion of the Rate Study referred to in Section 9 of this Agreement, Consumer shall have the option to terminate the Agreement with two (2) year's notice if the water rates charged by the Seller increase by more than ten percent (10%) in any of the years covered by the Rate Study.

Notwithstanding the above, if Consumer is scheduled to complete its Eastside Water Main Project (Service Area) during the Agreement term, Consumer shall have the right to terminate the Agreement with twelve (12) months' notice in writing to Seller unless there is less than twelve (12) months remaining under the Agreement. In such case, the Agreement shall terminate at the end of the term.

2. The areas to be served by the Consumer are situated in Broward County, Florida, and are described in the City of Tamarac corporate limits as they may amended from time to time. Said Service Area is attached hereto as Exhibit "A".

3. During the term of this Agreement, the Consumer shall not purchase water from any person, firm or corporation other than the Seller for Consumer's customers within the service area boundaries so long as the Seller is able to supply the quantity and quality of water required by the consumer, except by written consent of Seller evidenced by an amendment to this Agreement. Seller shall not sell water to any person, firm, or corporation other than Consumer within the service area boundaries except as otherwise provided in this Agreement. Seller and Consumer shall each comply to the extent applicable with all laws and regulations pertaining to the delivery of potable water to the public.

4. During the term of this Agreement, the Seller will undertake to deliver water to the Consumer in such quantity and quality as are required by the Consumer for resale by the Consumer to its customers in the service areas. Water sold to Consumer hereunder will be supplied from Seller's water producing facilities and will be the same quality as the water furnished by Seller to its consumers within the city limits of Seller.

5. Consumer shall not allow any customer to connect with the Consumer's distribution system whose requirements are reasonably estimated to exceed 100,000 gallons of water per day without the prior written approval of Seller, which approval shall not be unreasonably withheld. In the event any customer, after being connected to the Consumer's distribution system, should use as much as 100,000 gallons of water per day, Consumer shall immediately notify Seller and obtain Seller's approval, which shall not be unreasonably withheld, before such customer shall be furnished water in quantities exceeding 100,000 gallons per day.

6. The Seller shall not be required during periods of water shortage resulting from an emergency condition declared by any governmental entity with jurisdiction or resulting from an inadequacy of mains or other facilities, to do more than deliver water to Consumer's master meters in such quantities as are available for allocation by the Seller among all its consumers. In the event it should become necessary for the Seller to adopt regulations for conservation of water in case of emergency per Chapter 40E-21 of the Florida Administrative Code (FAC), the Consumer agrees that it will adopt and enforce similar regulations for conservation of water during such time of emergency.

7. There shall be one (1) or more master meters located at points mutually agreeable, through which all water supplied to customers of Consumer shall be supplied, and all water furnished by Seller shall be metered through such meters. Such meters shall be supplied and installed by the Seller at the expense of the Consumer as provided in Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale. After installation, the Seller shall, at its own expense, maintain the meters. Title to the meters shall remain with the Seller. All master meters shall be tested annually by and at the expense of the Seller. All master meters shall be adjusted to the registration accuracy as specified in the Appropriate American Water Works Association Standard for Cold Water Meters. The date and time of the test shall be coordinated with Consumer to allow Consumer to witness the test whenever possible. In addition to the annual test, the Consumer may at any time request that Seller conduct an additional test or that Seller arranges for such test by an independent qualified testing company. The request shall be made in writing and the date and time of the test shall be coordinated with Consumer to allow consumer to witness the

test whenever possible. If such test shows that the master meter has been over-registering by more than two percent (2%), there will be no charge for such test and the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly. If such test shows that the master meter has not been over-registering by more than two percent (2%), the cost of such test shall be charged to Consumer. If such test shows that the master meter has been under-registering by more than two percent (2%), the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly.

8. The Consumer shall be bound by the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale, now existing or as amended from time to time, insofar as same are applicable, as well as all applicable ordinances of the City of Fort Lauderdale now existing or hereafter adopted pertaining to water service and water regulations.

9. Water rates to be charged by the Seller to the Consumer shall be the rate provided to be charged to master meters under the provisions of Sections 28-143(b)(1) and 28-143(b)(2) of the Code of Ordinances of the City of Fort Lauderdale.

Seller agrees to conduct a Comprehensive Water and Wastewater Rate Study no later than every five (5) years during the term of this Agreement. Seller agrees to Consumer's non-binding participation in such Rate Study. Seller agrees that payment of fines or penalties imposed due to non-compliance of permit conditions or spills will be borne by Seller and will not be passed on to Consumer through the Rate Study.

10. The Seller shall render monthly or bimonthly statements for water furnished and the Consumer shall pay promptly all statements furnished. Should the Consumer fail or refuse to pay the amount of such statement within thirty (30) days after same has been submitted, the Seller shall have the right to enforce the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale providing for discontinuance of service until past due indebtedness is paid in addition to any other legal remedies available to Seller.

11. During the term of this Agreement, the Consumer may purchase quantities of potable water from sources other than the Seller, after written approval by the Seller, for emergency use, only if the Seller cannot provide potable water to each metering or connection point in compliance with the applicable section of the United States Environmental Protections Agency Safe Drinking Water Act and Florida Administrative Code 62-555-350.

12. Consumer and Seller shall cooperate in obtaining from or providing to the appropriate regulatory agencies such permits, or other data, as may be required for the performance of this Agreement. Consumer shall furnish to Seller plans and specifications of the existing water distribution system of Consumer and from time to time furnish copies of plans and specifications of any additions to or extension of Consumer's water distribution system.

13. To the extent provided by law and as expressly limited by Section 768.28, Florida Statutes, as may be amended or revised, Consumer and Seller agree to indemnify and hold harmless each other from all costs, losses, and expenses, including, but not limited to, damages to persons or property, judgments, and attorneys' fees, arising out of and in connection with this Agreement.

14. This Agreement supersedes the previous agreement between the Parties dated October 18, 1994. This Agreement may not be amended, except by the mutual consent of the Parties in writing executed with the same dignity as this Agreement.

15 This Agreement shall not become effective until a Resolution has been adopted by the governing bodies of Seller and Consumer approving this Agreement and authorizing its execution.

16. If at any time during this Agreement Consumer sells all or a portion of its utility system, then this Agreement shall be binding upon Consumer's Successor. Consumer's Successor shall have the option to terminate this Agreement, no later than two years after taking over this Agreement, upon written notice to Seller. The written notice shall provide twelve-month notice. If Consumer's Successor fails to terminate this Agreement within two years of taking over this Agreement, then Consumer's Successor shall waive this termination clause.

17. The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

18. Other than as a remedy for nonpayment as provided in Paragraph 10 herein, Seller shall not totally discontinue the sale of potable water to consumer during the term of this Agreement and for a reasonable period thereafter, unless and until Consumer is able to secure an alternate source of supply.

19. **PUBLIC RECORDS**

IF THE CONSUMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONSUMER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, E-MAIL PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSUMER shall:

1. **Keep and maintain public records required by the City of Fort Lauderdale ("City") in order to perform the service.**

2. **Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.**

3. **Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Consumer does not transfer the records to the City.**

4. **Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consumer or keep and maintain public records required by the City to perform the service. If the Consumer transfers all public records to the City upon completion of this Agreement, the Consumer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consumer keeps and maintains public records upon completion of this Agreement, the Consumer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.**

20. **NOTICE**

Any notice required to be given hereunder shall be considered to have been properly given if the same has been sent in writing by certified mail, to the following:

CITY:	City Manager City of Fort Lauderdale 101 NE 3 Avenue, Suite 2100 Fort Lauderdale, FL 33301
With a copy to:	City Attorney City of Fort Lauderdale 1 East Broward Boulevard, Suite 1320 Fort Lauderdale, FL 33301
CUSTOMER:	CITY OF TAMARAC 7525 NW 88 Avenue Tamarac, FL 33321

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

SELLER

CITY OF FORT LAUDERDALE, a municipal corporation

By: _____
SUSAN GRANT
Acting City Manager

_____ day of _____, 2024

(CORPORATE SEAL)

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and Correctness:
Thomas J. Ansbro, City Attorney

By: _____
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

CONSUMER

CITY OF TAMARAC, a municipal corporation

By: _____
MICHELLE J. GOMEZ
Mayor

(CORPORATE SEAL)

ATTEST:

CITY OF TAMARAC
ESTABLISHED
1963
SEAL
BROWARD COUNTY, FLORIDA

By: _____
KIMBERLY DILLON
City Clerk

Approved as to Legal Form:

By: _____
HANS OTTINOT, ESQ.
City Attorney

EXHIBIT A

CITY OF TAMARAC SERVICE AREA

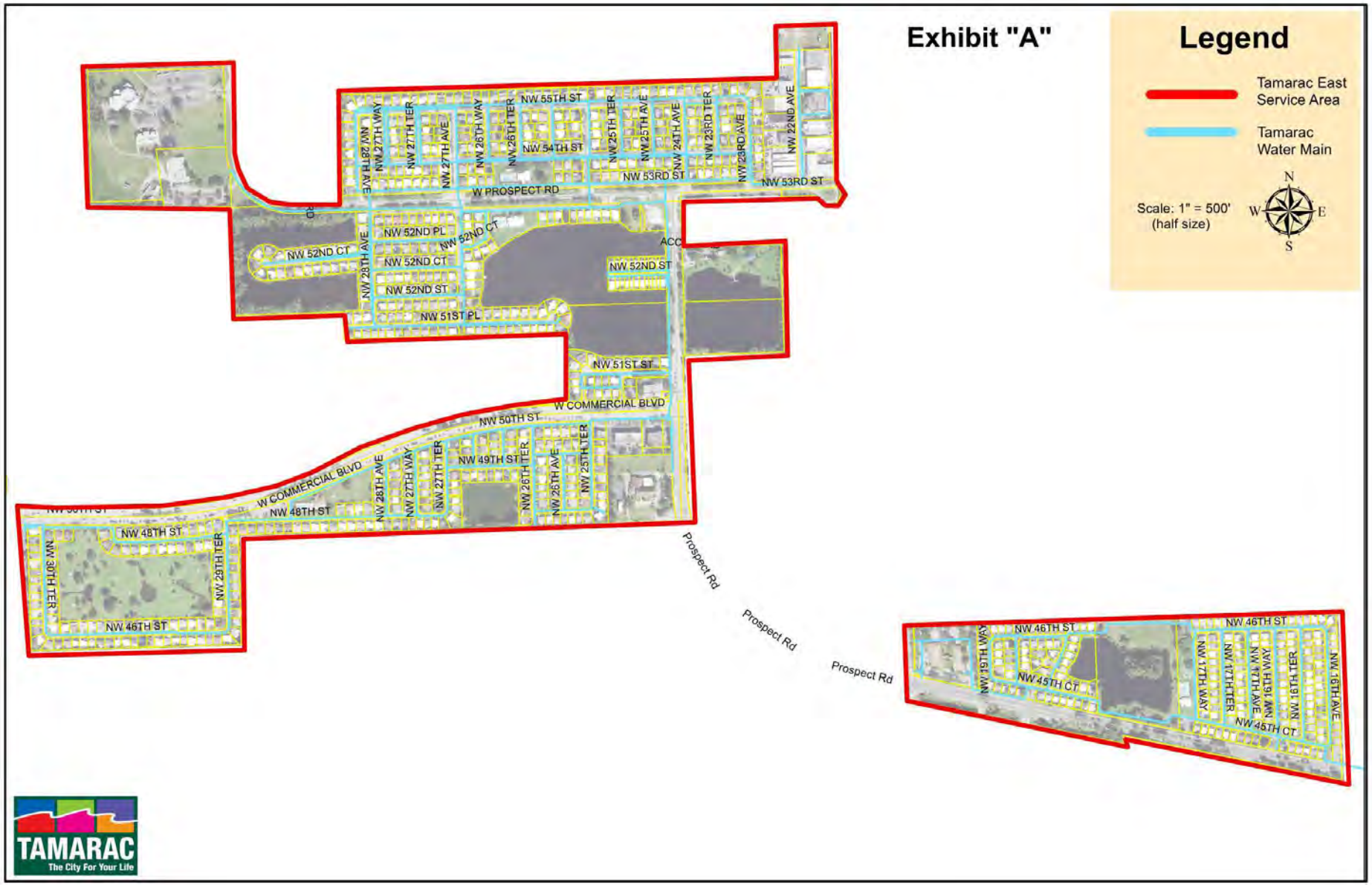
THE AREA TO BE SERVICED BY CONSUMER ARE SITUATED IN BROWARD COUNTY, FLORIDA, AND ARE DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH HALF (S½) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 16, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LYING NORTH OF PROSPECT ROAD.

TOGETHER WITH:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "S", "TAMARAC LAKES SOUTH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 62, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID PARCEL "S" TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF PROSPECT ROAD; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF THE NORTH LINE OF THE SOUTH HALF (S½)OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 17, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; ; THENCE EASTERLY ALONG SAID NORTH LINE TO THE WEST BOUNDARY OF THE EAST HALF (E½) OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 17; THENCE NORTHERLY ALONG SAID WEST BOUNDARY TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH BOUNDARY THEREOF TO THE WEST BOUNDARY OF THE EAST HALF (E½) OF THE EAST HALF (E½) OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 17 SAID POINT ALSO BEING THE INTERSECTION OF THE EAST BOUNDARY OF THE PLAT, "TAMARAC INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE FOLOWING SAID PLAT BOUNDARY NORTHERLY, WESTERLY AND SOUTHERLY TO THE NORTHWEST CORNER OF LOT 6, "TAMARAC INDUSTRIAL PARK", SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 55, BLOCK 27 "TAMARAC LAKES NORTH THIRD SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 7, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTH PLAT BOUNDARY TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER

(NE¼) OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 7; THENCE SOUTH ALONG SAID WEST LINE AND SOUTHERLY PROLONGATION TO THE SOUTH RIGHT OF WAY LINE OF PROSPECT ROAD; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF PARCEL "B", "PROSPECT ROAD PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 154, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL "B" TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF PARCEL "C" OF SAID PLAT; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID OF PARCEL "C" AND THE SOUTHERLY PROLONGATION THEREOF TO THE NORTH HALF (N½) OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 17; THENCE EASTERLY ALONG THE NORTH BOUNDARY THEREOF TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST BOUNDARY THEREOF TO THE NORTHWEST CORNER OF THE SOUTH THREE-QUARTERS (S¾) OF THE SOUTHEAST QUARTER (SE¼) OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 17; THENCE EASTERLY ALONG THE NORTH BOUNDARY THEREOF AND ALONG THE NORTH BOUNDARY OF THE SOUTH THREE-QUARTERS (S¾) OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 17 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST BOUNDARY THEREOF TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST COMMERCIAL BOULEVARD; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 17; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW¼) OF THE SOUTHWEST QUARTER (SW¼) OF SAID SECTION 17; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW¼) OF THE SOUTHWEST QUARTER (SW¼) OF SAID SECTION 17 TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 56, BLOCK 16, "TAMARAC LAKES SOUTH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 62, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY AND EASTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID PLAT TO THE SOUTHEAST CORNER OF PARCEL "S" OF SAID PLAT AND THE POINT OF BEGINNING.


Exhibit "A"
Legend
Tamarac East Service Area
Tamarac Water Main
Scale: 1" = 500' (half size)
N
W
E
S
NW 55TH ST
NW 54TH ST
NW 53RD ST
W PROSPECT RD
NW 52ND PL
NW 52ND CT
NW 52ND ST
NW 51ST PL
NW 51ST ST
W COMMERCIAL BLVD
NW 50TH ST
NW 49TH ST
NW 48TH ST
NW 46TH ST
NW 45TH CT
NW 30TH TER
NW 29TH TER
NW 28TH AVE
NW 27TH WAY
NW 27TH TER
NW 27TH AVE
NW 26TH WAY
NW 26TH TER
NW 26TH AVE
NW 25TH TER
NW 25TH AVE
NW 24TH AVE
NW 23RD TER
NW 23RD AVE
NW 22ND AVE
NW 19TH WAY
NW 17TH WAY
NW 17TH TER
NW 17TH AVE
NW 16TH WAY
NW 16TH TER
NW 16TH AVE
Prospect Rd
Prospect Rd
Prospect Rd
TAMARAC
The City For Your Life

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH THE CITY OF TAMARAC FOR THE SALE OF POTABLE WATER, SUBJECT TO MUTUALLY AGREED UPON TERMS AND CONDIITONS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale ("City") and the City of Tamarac entered into a 30-year agreement in 1994 for the provision of potable water; and

WHEREAS, pursuant to Resolution No. 94-178, adopted at its meeting of September 14, 1994, the City Commission of the City of Tamarac authorized the proper officials of Consumer to enter into an Agreement for the purchase of potable water from the City; and

WHEREAS, pursuant to Resolution No. 94-137, adopted at its meeting of September 7, 1994, the City Commission of the City of Fort Lauderdale authorized the proper officials of City to enter into an Agreement for the sale of potable water to the City of Tamarac; and

WHEREAS, the Parties hereto desire to continue the relationship; and

WHEREAS, in 2021, City of Tamarac expressed its interest in a shorter duration Agreement due to its undertaking of a project to extend its infrastructure to serve the service area identified in the Agreement; and

WHEREAS, the City, in its proprietary capacity, owns and operates a municipal public water supply and is in a position to continue to provide service to the City of Tamarac; and

WHEREAS, the City, in its proprietary capacity, owns and operates a water distribution system, and Consumer desires to continue to purchase water from City to service City of Tamarac customers upon terms mutually agreeable;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves the Agreement for Sale of Potable Water with the City of Tamarac for a period of five (5) years, plus one extension for two (2) additional years, subject to certain mutually agreeable terms and conditions.

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida, authorizes the City Manager to execute the Agreement for Sale of Potable Water with the City of Tamarac.

SECTION 3. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by City officials.

SECTION 4. That this Resolution shall be in full force and effect upon the final passage and adoption.

ADOPTED this _____ day of _____, 2024.

_____
Mayor
DEAN J. TRANTALIS

ATTEST:

_____
City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM AND
CORRECTNESS:

_____
City Attorney
THOMAS J. ANSBRO

Dean J. Trantalis	_____
John C. Herbst	_____
Steven Glassman	_____
Pamela Beasley-Pittman	_____
Warren Sturman	_____

Agreement
City of Wilton Manors

(2) 10-14-05

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: Agreement for the Sale of Potable Water between the City of Wilton Manors and CFL

ORIGINATING DEPT. PW ORIGINATOR: Julie Leonard, Ass't Utilities Service Director/Operations

RESPONSIBLE ATTY.:

Harry A. Stewart	___	Sharon P. Miller	___
Robert B. Dunckel	___	Victoria F. Minard	X
Cindy Bortman	___	Ebony Calloway	___
DJ Williams-Persad	___	Paul Bangel	___

VFM

****

Approved as to Content
By: NHD. Ceuba
Department Head
Amount Required by Contract/Agreement
$ -0-
Funding Source:
Dept./Div. _____
Index/Sub-object _____
Project # _____
Date _____

Approved as to Funds Available
By: _____
Director of Finance
Date 9-21-05

Approved as to Content
By: Kathleen Gunn
Assistant City Manager

****

DEPARTMENT HEAD, ASSISTANT CITY MANAGER AND FINANCE APPROVALS MUST BE OBTAINED BEFORE A DOCUMENT IS ROUTED FOR SIGNATURE.

APPROVED AT COMMISSION MEETING OF: **September 7, 2005** ITEM **R- 10**
RESOLUTION # 05- Pending NO RESOLUTION ___

NO COMMISSION APPROVAL REQUIRED. [__] - Box checked if applicable.

ROUTE AND SIGN AS INDICATED BELOW IN SEQUENCE SHOWN.

1. City Attorney (as to form)
2. City Manager. City Manager must sign in presence of one witness, if witnesses are required.
3. Mayor's signature. Mayor must sign in presence of one witness, if witnesses are required.
4. To City Clerk for signature and City seal.
5. City Clerk retains one original of document and routing slip in City records unless otherwise indicated.

RECEIVED
FORT LAUDERDALE
CITY ATTORNEY'S OFFICE
05 SEP 22 AM 10:13

DIRECTIONS TO CLERK:

SEND **One** SIGNED ORIGINAL(s) TO: Julie Leonard, Ass't Utilities Service Director/Operations for Wilton Manors and **One** Complete copy for the Public Works Department as well as:

SEND 1 COMPLETE COPY OF SIGNED DOCUMENT TO CITY ATTORNEY'S OFFICE WITH THIS ROUTING SLIP ATTACHED.

2 copies Total - 1 for CAO 1 for PW

Date: September 8, 2005

File: 658.03

VFM

R-10

COMMISSION AGENDA REPORT

COMMISSION MEETING DATE: 09-07-2005 **AGENDA ITEM:** R-10

COMMISSION REPORT NO: 05-0964

PREPARED BY:

Albert Carbon 08-29-2005 08:26:45 DEPT: Public Works

DEPARTMENT DIRECTOR'S SIGNATURE

Julie Leonard, Assistant Utilities Services Director - 954-828-7802

AUTHOR'S NAME, TITLE, AND TELEPHONE NUMBER

George Gretsas 08-31-2005 17:15:25

CITY MANAGER'S SIGNATURE

TITLE 1: SALE OF WATER AGREEMENT - CITY OF WILTON MANORS

TITLE 2:

SUBJECT:

A resolution authorizing the proper City Officials to execute a 25-year potable water agreement with the City of Wilton Manors for the sale of water.

PROPERTY LOCATION/ADDRESS:

REQUESTED ACTION (STAFF RECOMMENDATION - CONTENT OF MOTION):

Introduce resolution.

- (•) REGULAR AGENDA
  - ( ) Motion
  - ( ) Public Hearing
  - (•) Resolution
  - ( ) Purchase
  - ( ) Motion for Discussion
  - ( ) Ordinance
  - ( ) Presentation
  - ( ) Citizen Presentation
- ( ) CONFERENCE
  - ( ) Old/New Business
  - ( ) CRA
  - ( ) Exec Closed Door
  - ( ) Advisory Boards
  - ( ) City Commission Reports
  - ( ) City Manager Reports
- ( ) COMMISSION MEMO

[ ] Guest Speaker

Public Notice Advertised:

Name of Guest Speaker:

Affiliation of Guest Speaker:

FUNDS APPROPRIATION/TRANSFER (provide index code, subobject, and title of subobject):

FOR PROCUREMENT ITEMS ONLY

PROCUREMENT REFERENCE NO: **TRANSACTION TYPE:**

BIDS SOLICITED/RECEIVED: **WBE:** **LATE BID:**

MBE: **NO BID:**

Vendor:

Amount: **Details:**

Procurement Recommendation:

Description of Exhibits:

1.	2.	3.
4.	5.	6.
7.	8.	9.

EXHIBITS: AVAILABLE VIA HARDCOPY: **Exhibit #s:**

PRIOR COMMISSION/BOARD ACTION: (attach additional file if necessary)

BACKGROUND/DETAIL: (2000 character limit)

The City of Fort Lauderdale has provided water service to the City of Wilton Manors since 1980 through a Water Agreement, which expires September 16, 2005.

A new 25-year agreement has been negotiated with the City of Wilton Manors to provide water services. These water services are the same as provided to other municipalities.

The Wilton Manors City Commission approved this Agreement at their August 23, 2005 meeting.

Staff recommends the City Commission approve and authorize the proper City Officials to execute a 25-year Water Agreement with the City of Wilton Manors for the sale of water.

Document Name:

Type:

Expiration Date: **Attorney's Initials:** VM

Memorandum City Attorney's Office
No. 05 -1165

To: Julie Leonard, Ass't Utilities Service Director/Operations

From: Victoria F. Minard, Assistant City Attorney/5106

Date: September 8, 2005

Re: Agreement between the City of Wilton Manors and the City of Fort Lauderdale for the Sale of Potable Water.

The above item was approved by the City Commission at its meeting of September 7, 2005. Attached is a copy of the document, as well as an original document routing form for the item that must be completed and executed by your department head and the Director of Finance, indicating their review and approval as to the content of the respective document.

Please return this completed routing form to me, so that I may then forward the two (2) original documents, previously forwarded to me, to the proper City officials for execution.

VFM/mas

L:\VFM\MEMOS\2005\CCM approval 2005\1165_Wilton Manors Wtr.wpd

FILE: 658.03

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of September, 2005 by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of Florida, hereinafter referred to as the "Seller";

and

CITY OF WILTON MANORS, a municipal corporation of Florida, hereinafter referred to as the "Purchaser";

Whereas Pursuant to Resolution No. 05-154 adopted at its meeting of September 7, 2005, the City Commission of the City of Fort Lauderdale authorized the proper officials of Seller to enter into this Agreement.

Whereas Pursuant to Resolution No. 2919, adopted at its meeting of August 23, 2005, the City of Wilton Manors authorized the proper officials of Purchaser to enter into this Agreement.

Whereas Seller and Purchaser entered into a twenty five (25) year agreement in 1980 for the provision of potable water from Seller to Purchaser.

Whereas the parties hereto desire to continue the relationship experienced for those 25 years.

Whereas Seller is willing to enter into a new agreement with Purchaser for the sale of water, subject to certain terms and conditions.

Whereas the Seller in its proprietary capacity owns and operates a municipal public water supply and is in a position to continue to provide potable water to the Purchaser.

Whereas the Purchaser in its proprietary capacity owns and operates a water distribution system, and the Purchaser desires to continue to purchase water from Seller to service Purchaser's customers upon terms mutually agreeable.

Now, therefore, in consideration of the mutual promises, covenants and conditions hereinafter contained, and other good and valuable consideration, receipt of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. The term of this Agreement shall be for a period of twenty-five (25) years, commencing on the date first written above.

2. During the term of this Agreement, Seller agrees to sell and Purchaser agrees to buy water from the Seller, which may be re-sold by Purchaser to its water consumers within the municipal boundaries of the Wilton Manors Utility System.

3. During the term of this Agreement, the Purchaser shall not purchase water from any other person, firm or corporation other than Seller for Purchaser's customers within the boundaries of the Wilton Manors Utility System, so long as Seller is able to supply the quantity and quality of water required by Purchaser, except by written consent of Seller evidenced by an amendment to this Agreement. Seller shall not sell water to any person, firm or corporation other than Purchaser within the boundaries of the Wilton Manors Utility System except as otherwise provided in this Agreement. Seller and Purchaser shall each comply to the extent applicable with all laws and regulations pertaining to the delivery of potable water to the public.

4. Purchaser shall not permit any Wilton Manors Utility customer to connect with the Purchaser's distribution system when such Purchaser's water requirements are reasonably estimated to exceed 100,000 gallons of water a day without previous written approval of Seller. In the event any customer of Purchaser, after being connected to Purchaser's distribution system, should use as much as 100,000 gallons of water per day, Purchaser shall immediately notify Seller of such consumption and the written approval of Seller shall be obtained before such customer shall be furnished water in quantities exceeding 100,000 gallons of water per day. Exception to this article shall be automatic in the event(s) of an unforeseen circumstance of limited duration such as a leak or emergency usage.

5. Seller states, and Purchaser acknowledges, that Seller does not bind itself during any period of water shortage, resulting from any type of emergency condition or inadequacy of mains or other facilities, to do more than to deliver water to Purchaser in such quantities as are available for allocation by Seller among all Seller's municipal utility customers, after the demands of water customers and demands for fire protection in the City of Seller have been satisfied.

6. In the event it should become necessary for Seller to adopt regulations or laws in a case of an emergency as determined by Seller for the conservation of water sold by Seller to Purchaser, Purchaser agrees that it will adopt and enforce corresponding regulations and laws for conservation binding upon Purchaser's consumers during the time of such emergency.

7. The area to be served is generally limited to the municipal boundaries and the distribution system of the Purchaser as they exist as of the date of this Agreement. Such service areas shall not be increased or enlarged, nor does Seller agree to furnish water for use of Purchaser's consumers lying outside of the area

described above, unless written consent of the Seller has first been obtained by Purchaser and evidenced by an amendment to this Agreement.

8. Purchaser shall install, at its own expense, such water master meters as may be required from time to time by the Seller. Such meters shall be installed under the supervision of the Seller and shall be of a type approved by the Seller. After installation, the Seller will maintain such meters at its own expense, but title to the same shall remain in the Purchaser.

9. Purchaser agrees that it will neither adopt nor enforce any regulation or law that adversely affects the obligations of the parties as set forth in this Agreement.

10. The Purchaser shall be bound by the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale now existing or as amended from time to time, insofar as same are applicable, as well as all applicable ordinances of the City of Fort Lauderdale now existing or hereafter adopted pertaining to water service and water regulations.

11. The water rates to be charged by the Seller to the Purchaser shall be the rate provided to be charged to municipalities, political subdivisions and privately owned utilities under the provision(s) of the applicable sections of the Code of Ordinances of the City of Fort Lauderdale. It is the intention of the parties that the Seller shall not discriminate against the Purchaser vis-à-vis, the consumers within the limits of the City of Fort Lauderdale. Any rate increases to Purchaser during the life of this Agreement shall be based on any increase in the cost of providing water to Purchaser and others similarly situated.

12. The Seller shall render monthly statements for water furnished and the Purchaser shall pay promptly all statements furnished. Should the Purchaser fail or refuse to pay the amount of such statement within thirty (30) days after the same has been submitted, the Seller shall have the right to enforce the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale providing for discontinuance of service until past due indebtedness is paid and any other legal remedies available to Seller.

13. It is the obligation of the Purchaser to obtain all necessary approvals from all appropriate governmental authorities having jurisdiction for operation of its water distribution system. Purchaser shall submit to the City Manager or other designated City of Fort Lauderdale official such data as they may require from time to time, including, but not limited to, plans and specifications for additions, modifications, extensions or alterations of the Purchaser's distribution system.

14. The Purchaser shall not assign or transfer its interests or obligations under this Agreement in whole or in part.

15. This Agreement shall not become effective until a Resolution has been adopted by the governing bodies of Seller and Purchaser approving this Agreement and authorizing its execution.

16. This Agreement shall be governed by the laws of the State of Florida. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida, and that all litigation between them in the federal courts shall take place in the United States District Court for the Southern District of Florida.

[This Space Intentionally Left Blank]

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

WITNESSES:

Safeea B. Ali

Safeea B. Ali

Print Name

K. Skoundridakis

Katrina Skoundridakis

Print Name

(SEAL)

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

By _____
JIM NAUGLE, Mayor

By _____
GEORGE GRETSAS, City Manager

ATTEST:

Jonda K. Joseph
JONDA K. JOSEPH, City Clerk

Approved as to form:

VF Minard
VICTORIA F. MINARD
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 6 day of October, 2005, by JIM NAUGLE, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

NAJIB NEDER
MY COMMISSION # DD 296466
EXPIRES: March 4, 2008
Bonded Thru Notary Public Underwriters

Signature: Notary Public, State of Florida

Najib Neder
Name of Notary Typed, Printed or Stamped

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 5th day of October, 2005, by GEORGE GRETSAS, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

DONNA M. SAMUDA
MY COMMISSION # DD 385151
EXPIRES: January 30, 2009
Bonded Thru Notary Public Underwriters

Signature: Notary Public, State of Florida

DONNA M. SAMUDA
Name of Notary Typed, Printed or Stamped

WITNESSES:

Leigh Ann Groh
Print Name

Angela D. Scott
Print Name

(CORPORATE SEAL)

CITY OF WILTON MANORS

By
SCOTT NEWTON, Mayor

By
JOSEPH L. GALLEGOS, City Manager

ATTEST:

City Clerk

Approved as to form:

City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 29th day of August, 2005, by SCOTT NEWTON, Mayor of the CITY OF WILTON MANORS, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Patricia A Staples
My Commission DD112265
Expires May 14, 2006

Signature: Notary Public, State of Florida

Patricia A. Staples
Name of Notary Typed, Printed or Stamped

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 29th day of August, 2005, by JOSEPH L. GALLEGOS, City Manager of the CITY OF WILTON MANORS, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Patricia A Staples
My Commission DD112265
Expires May 14, 2006

Signature: Notary Public, State of Florida

Patricia A. Staples
Name of Notary Typed, Printed or Stamped

WILTON MANORS, Island City JL
524 NORTHEAST 21ST COURT, WILTON MANORS, FLORIDA 33305

PUBLIC SERVICES

DAVID J. ARCHACKI
(954) 390-2190
FAX (954) 567-4212

TO VICKI MINARD 9/1/05

August 30, 2005

Ms. Julie Leonard
Public Services Department
City of Fort Lauderdale
949 NW 38 Street
Fort Lauderdale, FL 33309

RE: 25-Year Water Agreement

Dear Julie:

Enclosed are two signed originals of the 25-Year Water Agreement, which was approved by our Commission at their August 23rd Commission meeting. Please arrange for both copies to be fully executed by the City of Fort Lauderdale, and return one original signed document to me for our files.

Thank you for all of your assistance in this matter and please feel free to contact me at (954) 390-2190 if you require anything further.

Sincerely,

Rita Leseberg

Rita Leseberg
Administrative Coordinator
Public Services Department

DJA/rl
Encls.

Printed on Recycled/Recyclable Paper/Using Soy Based Ink

Life's Just Better Here

Amendments to the City of Wilton Manors Comprehensive Plan: amendments related to Evaluation and Appraisal Review as required by Florida Statute 163.3191; addition of Property Rights Element as required by Florida Statute 163.3177(6)(i); and update to Water Supply Plan as required by Florida Statutes 163.3177(6)(c)3 and 373.709.

May 26, 2026

City Commission

Proposed Amendments to City of Wilton Manors Comprehensive Plan

- Amendments are proposed to the City of Wilton Manors Comprehensive Plan related to the Evaluation and Appraisal Review that is required by Florida Statute 163.3191.
- The purpose of the Evaluation and Appraisal Review is to evaluate the City's Comprehensive Plan to determine if any plan amendments are necessary to reflect the minimum planning period of at least ten (10) years, to reflect changes in state requirements, and any updates to the plan based on changes to local conditions.
- These changes include, but are not limited to updates to dates, housing demographics, population projections, agency and department names, updates to be consistent with Broward County's Comprehensive Plan, state mandated addition of a Property Rights Element, and state mandated updates to reflect City of Wilton Manors 20 Year Water Supply Facilities Plan.
- These proposed amendments to the City's Comprehensive Plan will not have any impact on the City's level of service standards.

Life's Just Better Here

Property Rights Element

- On June 28, 2021, the Governor signed into law an amendment to Florida Statute 163.3177 to implement requirements of House Bill 59.
- This amendment requires local governments to adopt and include a Property Rights Element in their comprehensive plan for any proposed plan amendment initiated after July 1, 2021. Florida Statute 163.3177(6)(i) requires that local governments ensure that judicially acknowledged and constitutionally protected private property rights continue to be respected and considered in local decision-making. The following rights are to be considered in local decision making:
  - The right of a property owner to physically possess and control their interests in the property, including easements, leases, or mineral rights.
  - The right of a property owner to sue, maintain, development, and improve their property for personal use or for the use of any other person, subject to state law and local ordinances.
  - The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
  - The right of a property owner to dispose of their property through sale or gift.

WILTON MANORS Island City
Life's Just Better Here

Water Supply Plan

- Florida Statute 163.3177(6)(c)3 and 373.709 require local governments to prepare and adopt a 20-Year Water Supply Facilities Work Plan into their Comprehensive Plans within eighteen (18) months after the water management district approves or updates a regional water supply plan.
- The *2023-2024 Lower East Coast Water Supply Plan Update* was approved by the South Florida Water Management District (SFWMD) on September 12, 2024. The deadline for local governments within the Lower East Coast jurisdiction to amend their comprehensive plans and adopt a work plan is March 12, 2026.
- These updates must cover a ten (10) year period, be incorporated into comprehensive plans, and align with regional projects designed to meet projected demand through alternative water sources and conservation.
- The purpose of the City of Wilton Manors Twenty (20) Year Water Supply Facilities Work Plan is to identify and plan for the water supply sources and facilities needed to serve existing and new development with the City.
- The City adopts the 20-Year Water Supply Facilities Work Plan 2025 Update by reference into the City's Comprehensive Plan.
- The City has a Bulk Service Agreement with the City of Fort Lauderdale to supply the potable water. Fort Lauderdale through the Bulk Service Agreement will supply enough capacity for the existing and future customers of the City.

Planning and Zoning Board

- The proposed amendments were heard by the Planning and Zoning Board on April 13, 2026.
- A motion was made by Vice Chair Izquierdo and seconded by Board Member McCoy to recommend approval of the amendments to the City of Wilton Manors Comprehensive Plan proposed to include amendments related to the Evaluation and Appraisal Review as required by Florida Statute 163.3191; addition of Property Rights Element as required by Florida Statute 163.3177(6)(i); and update to the Water Supply Plan as required by Florida Statutes 163.3177(6)(c)3 and 373.709.
- The motion passed 7-0.

THANK YOU
FOR YOUR SERVICE
TO THE
ISLAND CITY

FINAL

MEETING MINUTES
PLANNING & ZONING BOARD
COMMISSION CHAMBERS
2020 WILTON DRIVE, WILTON MANORS, FLORIDA 33305
MONDAY, APRIL 13, 2026 – 7:00 P.M.

MEMBERS	ATTENDANCE
Bill Desautels, Chair	P
Louis Izquierdo, Vice Chair	P
John Fomook	P
Karen Friedman	P
Scott McCoy	P
Justin Proffitt	P
Scott Reale	P
Chris Boylan, Alternate	P

Staff

Roberta Moore, Community Development Services Director
Christian Cervantes, Assistant Director, Community Development Services
Evy Kalus, City Planner
Mike Cirullo, Assistant City Attorney
Alan Dodd, Emergency Management/Utilities Director
Karen Cruitt, Recording Secretary, Prototype, Inc.

I. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

II. ROLL CALL

Roll was called and it was noted a quorum was present.

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

IV. APPROVAL OF MINUTES

a. February 9, 2026 Planning and Zoning Board Meeting Minutes

Motion made by Board Member Proffitt, seconded by Vice Chair Izquierdo, to approve. In a voice vote, the **motion** passed unanimously (7-0).

V. PUBLIC COMMENTS

At this time Chair Desautels opened public comment, which he closed upon receiving no input.

VI. PUBLIC HEARING

a. Proposed Amendments to the City of Wilton Manors Comprehensive Plan: amendments related to Evaluation and Appraisal Review as required by Florida Statute 163.3191; addition of Property Rights Element as required by Florida Statute 163.3177(6)(i); and update to Water Supply Plan as required by Florida Statute 163.3177(6)(c)3 and 373.709.

City Planner Evy Kalus presented the proposed amendments to the City's Comprehensive Plan, which address evaluation and appraisal review, a property rights element, and the Water Supply Plan. All of these proposed amendments are mandated by Florida Statutes.

Evaluation and appraisal review is required by the City every seven years. Changes address the planning time frame as well as other local conditions, such as changes implemented by Broward County's Comprehensive Plan with which the City must be consistent. None of the proposed changes will have any impact on the City's level of service (LOS) standards.

The property rights element was mandated by Florida's Governor and must be included in the City's Comprehensive Plan. It establishes goals and policies that address residents' property rights.

The City of Wilton Manors purchases its water from the City of Fort Lauderdale. A State Statute requires all local governments to have a Water Supply Plan. The South Florida Water Management District and the City of Fort Lauderdale have both adopted their plans, and the City will update its Water Supply Plan based on changes to Fort Lauderdale's Plan.

Board Member Friedman addressed the Future Land Use element of the City's Comprehensive Plan, pointing out that this section includes Transit-Oriented Corridors (TOCs). She asked if these corridors can be expected to become more prevalent in the future. Planner Kalus explained that the current Future Land Use element includes both the City's TOC as well as the TOC-West. No changes are proposed to these existing land use designations.

Board Member Friedman also addressed the Special Residential Facility category, asking whether this was being added in relation to an item presented at the February 9,

2026 Planning and Zoning Board (PZB) meeting. Planner Kalus confirmed this, explaining that as the previous item moved through the City's approval process, the state of Florida had informed the City that that amendment must be passed at the same time as the property rights and Water Supply Plan amendments.

Board Member Friedman continued that one of the items referenced in the proposed amendments is the new Capital Improvement Program (CIP). Planner Kalus confirmed that the CIP presented was from the previous year's budget.

Board Member Friedman also noted an error on the Future Number of Lanes map which shows the number of lanes on Powerline Road as six (6) rather than the correct number of four (4).

Chair Desautels also addressed Policy 1.2, which states that each city must annually submit to the City Manager a list of capital improvements for potential inclusion in the CIP. He asked why the City was providing specific deadlines by which departments must submit their capital improvement requests. Planner Kalus explained that the language previously stated that "each City Department shall submit" these plans for annual updates.

At this time Chair Desautels opened the public hearing. With no individuals wishing to speak on the Item, the Chair closed the public hearing.

Motion made by Vice Chair Izquierdo, seconded by Board Member McCoy, to recommend adoption of the amendments. In a roll call vote, the **motion** passed unanimously (7-0).

Community Development Services Director Roberta Moore introduced Emergency Management/Utilities Director Alan Dodd at this time.

b. Proposed amendment to Section 045-060, "Pools, decks and screen enclosures" of the City's Unified Land Development Regulations related to pervious credit for pool overflow drains.

Planner Kalus explained that this amendment would allow for pervious area credit when pool overflow drains are installed. Staff proposes to grant a 25% credit of pervious area when this type of drain is installed with an under- or above-ground water retention area. Pervious ground is any ground where water may penetrate. If water coming from a pool drains into an overflow, it is moved into a retention area and slowly absorbed into the ground or piped beneath the pool to an underground retention area.

Planner Kalus provided the example of an application for a new one hundred (100) square foot pool, which would mean seventy-five (75) feet of the pool would be counted as impervious area. This allows the owner to count twenty-five (25) square feet of the area toward the pervious requirement. The applicant will be required to present

engineering drawings to demonstrate that a pool drain has been installed and the retention area can hold water from the pool.

An owner with an existing pool may also provide the City with documentation that demonstrates there is a previously installed overflow area. This would allow that owner to receive additional credit for pervious area.

Chair Desautels requested clarification of the reference to pools, decks, and screening enclosures. Planner Kalus explained that the amendment will go into a section of Code which includes setbacks for pools. When a pool is installed, its edges must be at least three (3) feet from any property line, and the portion of the pool containing water must be at least five (5) feet from property lines. Pool decks and screening enclosures also have required setbacks.

Paragraph B of this same Code Section includes references to safety barriers to pools. A permanent barrier, such as a fence or gate, is required to enclose the pool area. Paragraph C of this Section would include the credit for pervious area.

Board Member Reale asked if the amendment was proposed because there have been Code Compliance issues related to the pervious area on properties. Planner Kalus advised that the amendment was proposed as a result of individuals seeking building permits for additions, such as widened driveways and pools/pool decks. The intent is to provide these owners with a break on the pervious area requirement.

Board Member Proffitt commended Staff for reaching out to businesses for input on the proposed amendment. He noted that one recommendation from pool installation businesses is to allow installation of drain systems that allow the entire pool to be one hundred percent (100%) pervious area, and requested more information on this option. Planner Kalus replied that Staff is only proposing twenty-five percent (25%) at this time.

Vice Chair Izquierdo asked if, in order to be considered pervious, an area must drain into the ground. He pointed out that there are some properties that drain into the New River. Planner Kalus explained that the intent of a pervious area requirement is to have the water go into the ground, where it can return to the aquifer. While some older, sloped properties have drained into waterways, water is no longer permitted to drain from a property; it must be retained on that property, as water that may be carrying surface chemicals should not drain into a waterway.

Vice Chair Izquierdo asked if rainwater draining into the soil would not ultimately end up in waterways. Planner Kalus advised that when water drains into the ground, the ground serves to filter it before it can go into the aquifer. Water draining into a waterway from an impervious surface will carry chemicals with it which are not filtered by the ground.

Board Member Friedman commented that the impetus behind the proposed amendment appeared to be challenges with single-family homeowners being able to develop their

properties while meeting the City's requirement for pervious area. The proposed solution would not reduce that requirement, but would allow property owners to pull a permit that allows them to count a portion of the pool, with overflow drain, toward the pervious requirement. She expressed concern that this was similar to a recent item which allowed owners to purchase a specific type of artificial turf and provide a survey and permit for it. She cautioned that there are many owners in Wilton Manors who will not be able to take advantage of the offer due to its expense, and suggested the better option could be to simply reduce the City's pervious requirement.

Planner Kalus advised that the proposed amendment does not mean the City will not reevaluate its pervious requirement under Code. She added that the permit would be secured at the same time as the owner is already seeking a permit for a pool. For an owner who already has a pool, the pool and drain would have already been legally permitted.

Board Member Friedman asked how an owner would demonstrate that an existing pool already meets the requirements for pervious area credit. Planner Kalus replied that if the permit for the existing pool is on record with the City, the owner would be able to refer to that documentation. She added that pool overflow drains are a relatively common feature.

Director Moore also addressed the question, stating that Staff is currently evaluating the existing pervious/impervious requirement as part of the City's ongoing Code rewrite. Because the City has received a number of questions from owners regarding the actions they may take to meet this requirement, they hope to add the overflow drain credit as one option until the calculation can be fully reevaluated.

Board Member Friedman also expressed concern with consistency, pointing out that if an owner installs a paved deck, water would drain from that deck; however, the owner may not credit that area toward the pervious requirement. She pointed out that owners with pools would be able to receive credit, but an owner installing pavers in their back yard would not. She emphasized that this process would benefit owners who can afford pools.

Director Moore replied that the Code rewrite process is already evaluating various components of Code which can be changed with regard to the pervious/impervious calculation. The proposed amendment would apply only to the portion of Code which addresses pools.

Board Member Friedman also expressed concern with the table of percentages allowed in various zoning districts, which was provided in the Board members' backup materials. She pointed out that other cities have not provided for a similar credit, and suggested that it would be simpler to require the same pervious area for single-family property owners as required for duplex or multi-family owners. Director Moore reiterated that this Code Section is relatively old and requires reevaluation to determine whether reducing

the pervious area requirement makes sense. This would mean determining what reducing the area would mean for drainage, as well as other possibly unanticipated effects.

Board Member Friedman concluded that while she commended Staff for seeking creative solutions to problems, she felt the proposed amendment was inconsistent in allowing credit for a pool but not for a paved back yard. She encouraged Staff to develop solutions that would not require standards to be relaxed or additional permits to be pulled.

At this time Chair Desautels opened the public hearing.

Oscar Linares, 1818 NE 27 Street, advised that his family had wished to install a pool surrounded by pavers and outdoor furniture; however, when they had received a proposal from a contractor, the plans showed that only sixty (60) square feet of pavers would be permitted after the pool was constructed. They had ultimately eliminated a portion of a concrete path to increase the pervious area and redesigned their driveway as well. This was still insufficient to meet the pervious requirement.

Chair Desautels encouraged Mr. Linares to meet further with City Staff to discuss potential options for the installation of a pool.

With no other individuals wishing to speak on the Item, Chair Desautels closed the public hearing.

Motion made by Vice Chair Izquierdo, seconded by Board Member Proffitt, to move forward with Section B as proposed by the City, with amendment 045-060.

Board Member Friedman proposed the following **amendment** to the **motion**: to recommend the proposal without the requirement for the pump.

Board Member Friedman explained that the mechanism by which water came out of the pool should not be of importance, and the owner of an existing pool should be able to take advantage of the amendment without undertaking the expense of documenting whether or not they have a pump. She noted that there is no benefit to water being pumped rather than overflowing.

Vice Chair Izquierdo stated that he did not wish to amend his **motion**, as he felt Staff will make additional changes at a later time if they are needed. He felt the proposed amendment was moving the City in the right direction.

Board Member Proffitt added that he would not support the amendment, as the ultimate benefit of a pervious area is to get water back to the aquifer. He continued that the credit would only work if water is moved from the pool area so it can percolate into the

ground, which demonstrates a need for a pump. He did not feel overflow was a reasonable option.

Board Member McCoy commented that while it is rare for rain to completely fill a pool so water comes out onto its surrounding surface, it is still necessary to drain water out of a pool in the case of heavy rain, and this can only be done with a pump.

Board Member McCoy **seconded** the **amendment** to the **motion**. In a roll call vote, the **amendment** failed 1-6 (Chair Desautels, Vice Chair Izquierdo, Board Member Fomook, Board Member McCoy, Board Member Proffitt, and Board Member Reale dissenting).

The Board members further discussed the **motion**, with Board Member Proffitt observing that the proposed amendment alone does not go far enough to provide credit for pervious area; however, he noted that other parts of Code may provide these credits, which makes the amendment only one of multiple options that can be used by property owners.

Board Member McCoy pointed out that once the pervious percentages are reviewed and reconsidered by Staff, the proposed amendment may no longer have any utility. He characterized it as a stopgap measure.

In a roll call vote, the **motion** passed unanimously (7-0).

VII. QUASI-JUDICIAL PUBLIC HEARING

a. The property owner, Christopher Boylan, is requesting the following variances for the property located at 125 NW 22 Street:

1. **Variance from Section 020-060 of the City's Unified Land Development Regulations (ULDRs) for side yard setbacks (east side) within RS-5 zoning district from 7.5 feet to between 5.3 feet (north corner) and 4.8 feet (south corner) for a proposed detached pool cabana.**
2. **Variance from Section 020-060 of the City's Unified Land Development Regulations (ULDRs) for rear yard setbacks within RS-5 zoning district from fifteen (15) feet to four (4.0) feet.**

Planner Kalus advised that the Applicant for these Items wishes to postpone their hearing until a future date which has not yet been set.

VIII. STAFF COMMENTS

a. September 14, 2026 Planning and Zoning Board Meeting

Planner Kalus explained that the September 14, 2026 Board meeting falls on the same date as a City budget meeting, and requested consideration of alternative meeting dates. It was determined that Staff would evaluate the calendar and send prospective dates to the Board members for further consideration.

Board Member Proffitt advised that the Broward County Planning Council will meet on April 23, 2026 to consider a number of amendments to the Broward NEXT plan. He expressed concern with a potential amendment which would allow residential development on lands with a Future Land Use designation of Recreation and Open Space if the development includes at least twenty-five percent (25%) affordable housing. He cautioned against ceding park lands to residential development and pointed out that the remaining seventy-five percent (75%) of residential development on these lands could be market rate. He recommended emailing the Planning Council with comments on this proposal.

IX. ADJOURNMENT

The meeting was adjourned at 7:54 p.m.

NEXT MEETING DATE – May 11, 2026

City of Wilton Manors

Business Impact Estimate

Note: The business impact estimate must be posted on the City's website no later than the date the notice of proposed enactment is published per Section 166.041(4) Florida Statutes. This business impact estimate may be revised following its initial posting.

Ordinance title/reference:

Amendments to the City of Wilton Manors (City) Comprehensive Plan: amendments related to Evaluation and Appraisal Review as required by Florida Statute 163.3191; addition of Property Rights Element as required by Florida Statute 163.3177(6)(i); and update to Water Supply Facilities Plan as required by Florida Statutes 163.3177(6)(c)3 and 373.709.

Does any of the following exceptions to the Business Impact Estimate requirement apply? If so, check the applicable box and leave the remainder of the form blank.

- ☑ The ordinance is required for compliance with federal or state law or regulation;
- ☐ The ordinance relates to the issuance or refinancing of debt;
- ☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the County;
- ☐ The ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The ordinance is enacted to implement the following:
  a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
  b. Sections 190.005 and 190.046, regarding community development districts;
  c. Section 553.73, relating to the Florida Building Code; or
  d. Section 633.202, relating to the Florida Fire Prevention Code.

Business Impact:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

   The proposed amendments to the City of Wilton Manors (City) Comprehensive Plan: amendments related to Evaluation and Appraisal Review as required by Florida Statute 163.3191; addition of Property Rights Element as required by Florida Statute 163.3177(6)(i); and update to Water Supply Facilities Plan as required by Florida Statutes 163.3177(6)(c)3 and 373.709. Maintenance of the City's Comprehensive Plan as mandated by the referenced state statutes promotes the public health, safety, and welfare of the residents, property owners, business of the City.

2. Estimate of direct economic impact of the proposed ordinance on private, for- profit businesses in the City of Wilton Manors (each is required):

   No direct economic impact.

   2.1 An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted

   Not applicable.

   2.2 Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible

   Not applicable.

   2.3 An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

   Not applicable.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

   No business will have a direct economic impact.

4. Additional information (if any):

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COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, May 26, 2026

From: Roberta Moore, Community Development Services Director
Prepared by: Evangeline Kalus, City Planner

(a) Subject: **Ordinance No. 2026-012:** *(Community Development Services) (First Reading)* AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT REGULATIONS ("ULDR") BY AMENDING SECTION 045-060 "POOLS, DECKS AND SCREEN ENCLOSURES"; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

(b) City Manager Recommendation: Approval of Ordinance No. 2026-012 on First Reading amending Section 045-060 of the City of Wilton Manors Unified Land Development Regulations relating to pervious credit for pool overflow drains.

(c) Report In Brief: An amendment to Section 045-060, "Pools, decks and screen enclosures" of the City's Unified Land Development Regulations is proposed related to pervious credit for pool overflow drains.

(d) Discussion: City staff proposes an amendment to Section 045-060, "Pools, decks and screen enclosure" of the City's Unified Land Development Regulations (ULDRs) to allow for twenty-five (25) percent pervious credit for pool overflow drains when legally installed. A pool overflow drain is a drain installed at the maximum desired water level of a pool. When rain, filling, or splash-out raises the water above that level, the excess water flows into the overflow drain. The water is then routed to an underground or above-ground retention area which will allow the excess water from the pool to seep into the soil and refill underground aquifers. A pool overflow drain is a drain installed at the maximum desired water level of a pool. Section 045-050 of the City's ULDRs contains the setback requirements for pools, decks, screen enclosures, and roofed structures, and permanent safety barrier requirements for pools. City staff conducted a review of land development regulations in comparable jurisdictions, consulted with pool contractors, and analyzed zoning reviews of historical pool permits to inform the proposed amendment to Section 045-060 of the City's ULDRs. The twenty-five (25) percent pervious credit would be discounted from the square footage associated with the impervious surface area of the pool. In order to obtain credit, the applicant would be required to submit signed and sealed engineering drawings demonstrating that the pool overflow drain will drain into an underground or above ground retention area mitigating the impervious surface area equal to the size of the proposed pool when applying for a building permit where the

minimum pervious requirement for the applicable zoning district must be satisfied.

(e) Strategic Plan Consistency: Strategic Plan 2021-2026: Goal B – Promote Economic Development and Goal C – Enhance Quality of Life and Livability.

(f) Concurrences: The proposed amendment to Section 045-060 of the City's Unified Land Development Regulations was heard by the Planning and Zoning Board at the April 13, 2026 Planning and Zoning Board Meeting. A motion was made by Vice Chair Izquierdo and seconded Board Member Proffitt to approve the proposed amendment to Section 045-060 of the City's ULDRs to allow for pervious credit for pool overflow drains. Motion passed 7-0.

(g) Fiscal Impact:

(h) Alternatives:

(i) Attachments:

1. 2026-012 ORD Amending Sec. 045-060. Pools, decks and screen enclosures
2. Pervious Amendment Memo 4.15.26 for 5.26.26 CC
3. Public Comment
4. Pervious Presentation for 5.26.26 CC Meeting Revised 4.30.26
5. 041326 WM PZ FINAL
6. Fiscal Impact Analysis Section 045-060 Pool Overflow Drain Pervious Credit 1st reading CC 5.26.26

ORDINANCE NO. 2026-012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT REGULATIONS ("ULDR") BY AMENDING SECTION 045-060 "POOLS, DECKS AND SCREEN ENCLOSURES"; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Staff periodically reviews the Ordinances and ULDRs of the City of Wilton Manors, Florida and makes recommendations to the City Commission to revise its Ordinances and ULDR; and

WHEREAS, the City Staff recommends that the City Commission amend the ULDR, as more specifically set forth herein; and

WHEREAS, the City Commission of the City of Wilton Manors, Florida deems it to be in the best interests of the citizens and residents of the City to amend the ULDR as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Section 045-060 "Pools, decks and screen enclosures," of the City's Unified Land Development Regulations (ULDRs) of the City of Wilton Manors is amended as follows:

Sec. 045-060. Pools, decks and screen enclosures.

(A) The following setbacks shall apply to accessory swimming pools, decks, and screen enclosures:

	Pool*	Deck*	Screen enclosure or roofed structure*
Yard Location			

Front Yard	5 feet	3 feet	20 feet
Side Yard	5 feet	3 feet	5 feet
Rear Yard	5 feet	3 feet	5 feet

*Setback measurement is to the water's edge for pools; edge of deck for decking; edge of screen enclosure for screen enclosures; and edge of overhang for roofed enclosures.

(B) It shall be the duty of the property owner and any person in possession of a residential dwelling unit in the City to erect a permanent barrier meeting the minimum standards of Subsection 424.2.17 of the Florida Building Code, as may be amended, around a pool. The City shall apply these same requirements to any open well, cistern, other waterbody or dangerous excavations thereon. The barrier shall, at a minimum, be four (4) feet in height as measured on the side facing away from the pool, waterbody or excavation, with a self-closing, self-latching gate operable only from the interior of the fenced area. A walk space at least eighteen (18) inches wide shall be provided between a pool and any walls, fences or screen enclosure.

(C) Proof that engineering requirements have been met must be submitted at the time of application for the building permit for an accessory swimming pool.

(D) The Community Development Services Director or designee may apply up to twenty-five (25) percent credit against the applicable pervious requirement for a property based on submission of signed and sealed engineering drawings demonstrating that a pool overflow drain will be or has been legally installed through the issuance and finalization of a building permit; and designed to drain into an underground or above ground retention area mitigating the impervious surface area equal to the size of the proposed pool. The pool drain and retention area must be maintained and functional as long as the pool exists on the property. Documentation must be provided for all subsequent building permits where satisfaction of the minimum pervious area is required.

Section 3: Codification. It is the intention of the City Commission of the City of Wilton Manors, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code and Ordinances of the City of Wilton Manors, Florida, and that Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 4: Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 5: Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6. Effective Date. Except as otherwise provided for herein, this Ordinance shall take effect immediately upon adoption.

PASSED ON FIRST READING BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS _____ DAY OF MAY, 2026.

PASSED AND ADOPTED ON SECOND AND FINAL READING BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA THIS ____ DAY OF _____, 2026.

CITY OF WILTON MANORS, FLORIDA

By:_____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH BECKFORD, MMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR NEWTON	_____
VICE MAYOR CAPUTO	_____
COMMISSIONER BRACCHI	_____
COMMISSIONER D'ARMINIO	_____
COMMISSIONER ROLLI	_____

I HEREBY CERTIFY that I have approved the form of this Ordinance.

/s/ *Kerry L. Ezrol*
KERRY L. EZROL, ESQ.
CITY ATTORNEY

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR NEWTON	_____
VICE MAYOR CAPUTO	_____
COMMISSIONER BRACCHI	_____
COMMISSIONER D'ARMINIO	_____
COMMISSIONER ROLLI	_____

WILTON MANORS, *Island City*
2020 WILTON DRIVE, WILTON MANORS, FLORIDA 33305

COMMUNITY DEVELOPMENT SERVICES
(954) 390-2180 FAX: (954) 567-6069

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TO: Planning and Zoning Board April 13, 2026 / City Commission May 26, 2026

THRU: Roberta Moore, Community Development Services Director

THRU: Christian Cervantes, Community Development Services Assistant Director

FROM: Evangeline G. Kalus, City Planner

DATE: April 8, 2026 / April 15, 2026

RE: Amendment to Section 045-060, "Pools, decks and screen enclosures" of the City's Unified Land Development Regulations (ULDRs) related to pervious credit for pool overflow drains.

An amendment to Section 045-060, "Pools, decks and screen enclosure" of the City's ULDRs is proposed by City staff to allow for pervious credit for pool overflow drains. A pool overflow drain is a drain installed at the maximum desired water level of a pool. When rain, filling, or splash-out raises the water above that level, the excess water flows into the overflow drain. The water is then routed to an underground or above ground retention area which will allow the excess water from the pool to seep into the soil and refill underground aquifers. Section 045-050 of the City's ULDRs contains the setback requirements for pools, decks, screen enclosures, and roofed structures, and permanent safety barrier requirements for pools. City staff conducted a review of land development regulations in comparable jurisdictions, consulted with pool contractors, and analyzed zoning reviews of historical pool permits to inform the proposed amendment to Section 045-060 of the City's ULDRs.

City staff reached out to seven (7) pool contractors to inquire whether they are aware of, or have experience working with, any municipalities that provide pervious surface credit for swimming pools equipped with overflow drains. Responses were provided by two (2) pool contractors: Cliff's Pools and Patios and Rite-Way Pools. Neither knew of any cities that offer credit but would support the efforts of the City of Wilton Manors offering credit. No responses were received from the remaining five (5) pool contractors: Van Kirk and Sons Inc, Water Mark Construction, Pool Pros Builder, Martinez Pools and Spas LLC, and Lagassee Pool Construction Company.

The table below illustrates the pervious requirements for all zoning districts within the City in accordance with Sections 020-060, Section 020-080, Section 020-100, and Section 030-090 of the City's ULDRs.

Zoning District	Pervious Requirement
RS-5	50%
RD-10	50%
RM-10	40%
RM-12	40%
RM-16	40%
B-2	15%
CF	25%
WDAE, TOC-N, TOC-S, TOC-E, & TOC-W	Less than 1.5 acres: None Between 1.5 – 2.0 acres: At least 6 percent Between 2.0 – 2.5 acres: At least 8 percent Between 2.5 – 3.0 acres: At least 10 percent Between 3.0 - 3.5 acres: At least 12 percent Between 3.5 - 4.0 acres: At least 14 percent Between 4.0 - 4.5 acres: At least 16 percent Between 4.5 - 5.0 acres: At least 18 percent More than 5.0 acres: At least 20 percent

In accordance with the permitted uses within the applicable zoning district and with Section 025-030, "Table of permitted accessory uses and buildings", pools may be accessory to residential uses, schools, public parks, spas, gymnasium, motels, and hotels assuming all other development standards are met including, but not limited to, setbacks and permanent pool safety barrier requirements.

The proposed amendment will require signed and sealed engineering drawings demonstrating that the pool overflow drain will drain into an underground or above ground retention area mitigating the impervious surface area equal to the size of the proposed pool. The signed and sealed engineering drawings are to be submitted with any building permit application where the applicant wishes to obtain twenty-five (25) percent pervious credit for a legally installed pool overflow drain against the minimum pervious requirement for the applicable zoning district. Example of pool overflow drain credit calculation is below.

Example
Pervious Calculation for Single Family Lot

		Area (Square Feet)
Total Lot Area		8,885
Primary Building (House)		1,746
Porches/Patios/Walkways/Concrete Slabs		1,666
Driveway		680
Pool *		345 *(460, without credit)*
	Total Impervious Area by Square Feet	4,437 *(4,552, without credit)*
	Total Impervious and Pervious Percentages:	
	Total Impervious Area by Percent	49.94% *(51.23%, without credit)*
	Total Pervious Area by Percent	50.06% *(48.77%, without credit)*

***Calculation of Pool Drain Credit**	
Area of pool =	460 square feet
460 X .25 =	115 (25% of pool area)
460 – 115 =	345 (Pool area less 25%)

- *Pervious area is land surface that presents an opportunity for precipitation to infiltrate directly into the ground or a ground surface that is permeable to water infiltration.*
- *Impervious area is land measured in a horizontal plan which has a compacted surface or covered with a layer of material so that it is highly resistant to infiltration by water. It includes, but is not limited to, semi-pervious surfaces such as compacted clay, as well as streets, roofs, sidewalks, parking lots, and similar surfaces.*

The proposed amendment is as follows:

Section 045-060 - Pool, decks and screen enclosures.

- Section 045-060(D) – New language proposed as follows: “the Community Development Services Director or designee may apply up to twenty-five (25) percent credit against the applicable pervious requirement for a property based on submission of signed and sealed engineering drawings demonstrating that a pool overflow drain will be or has been legally installed through the issuance and finalization of a building permit; and designed to drain into an underground or above ground retention area mitigating the impervious surface area equal to the size of the proposed pool. The pool drain and retention area must be maintained and functional as long as the pool exists on the property. Documentation must be provided for all subsequent building permits where satisfaction of the minimum pervious area is required”.

PLANNING AND ZONING BOARD – APRIL 13, 2026

A motion was made by Vice Chair Izquierdo and seconded Board Member Proffitt to approve proposed amendment to Section 045-60 of the City’s ULDRs to allow for pervious credit for pool flow drains. Motion passed 7-0.

Public Comment

Outlook

Swimming Pool and Pervious and Non Pervious

From info@ritewaypools.com <info@ritewaypools.com>
Date Wed 4/8/2026 9:15 AM
To Evangeline Kalus <ekalus@wiltonmanors.com>

EXTERNAL EMAIL WARNING!

THIS IS AN EMAIL FROM AN OUTSIDE SENDER!

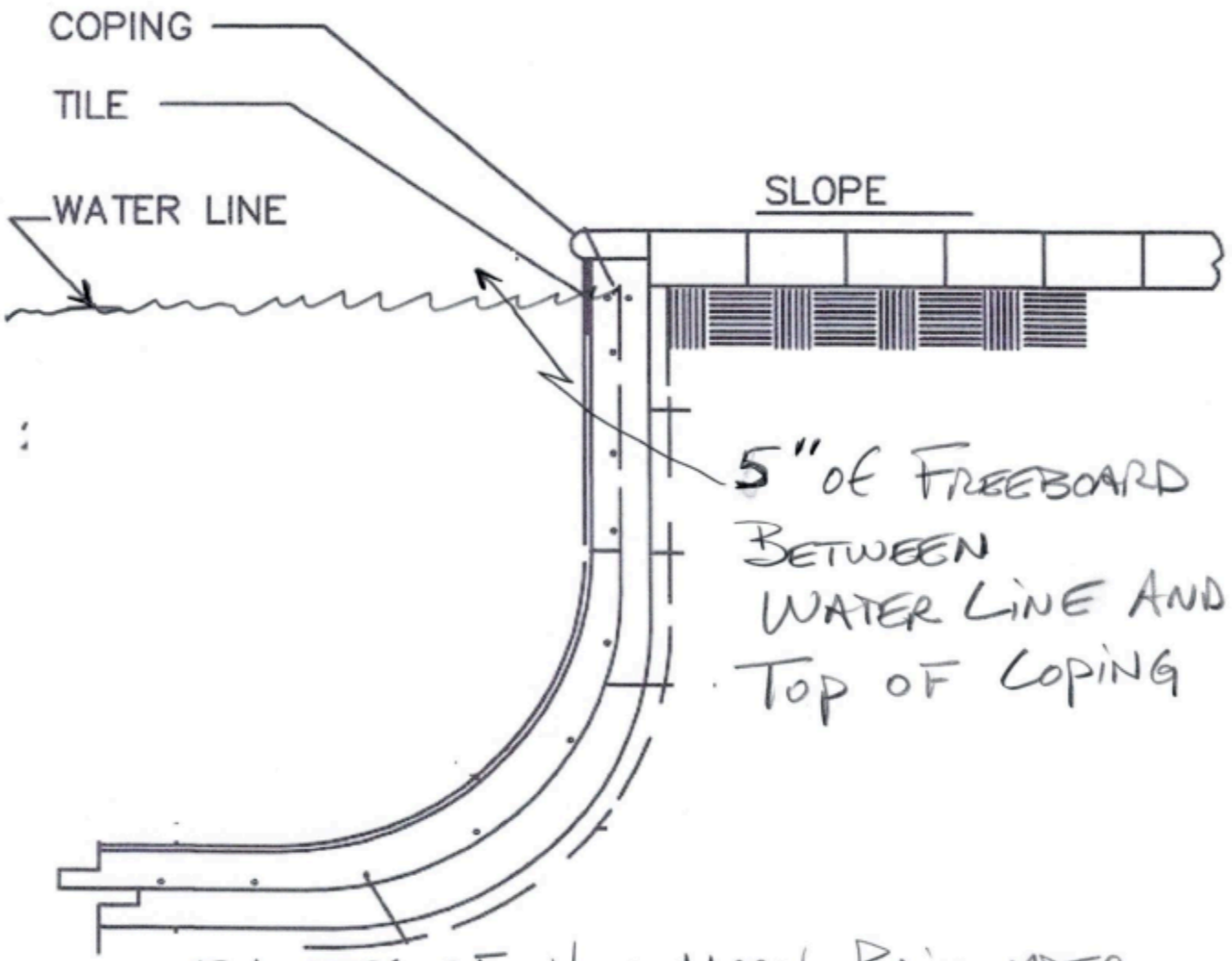
Do not reply to it, click any links, or open any attachments unless you recognize the sender's email address as legitimate and know the content is safe.

If you have any concerns, call the Help Desk at (904)-688-2211 Ext:1.

Good morning
I would like to request that the board considers allowing swimming pools to be considered 100% pervious if the following conditions are met.

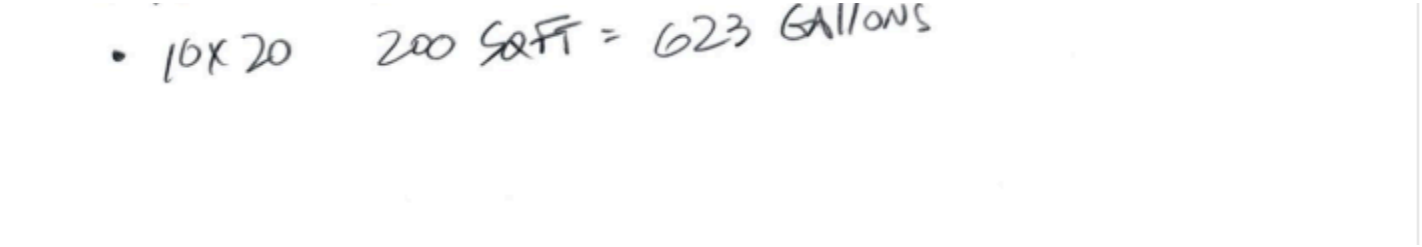
- At least 5” of freeboard is present (see drawing)
- An overflow line is installed and drains into a rock bed

A pool with at least 5” of freeboard will contain a large amount of rain water as shown in the drawing.
I can be reach at 954-650-3796 for any questions
Thank you for your consideration in this matter, allowing residents of Wilton Manors to enjoy their backyard with the swimming pool of their dreams.



EXAMPLES OF HOW MUCH RAINWATER WOULD BE CONTAINED IN 5" of ~~FREEBOARD~~

- 15x30 450 SQ FT OF SURFACE AREA x .417 (5") x 7.48 = 1403 GALLONS
- 14x28 392 SQFT = 1222 GALLONS
- 12x24 288 SQFT = 898 GALLONS



Ron Burr

Rite-Way Pools Inc.

954-565-5562 - Office
https://card.get-card.com/ron-burr/
www.ritewaypools.com
info@ritewaypools.com

Life's Just Better Here

Amendment to Section 045-060, "Pools, decks and screen enclosures" of the City's Unified Land Development Regulations related to pervious credit for pool overflow drains.

May 26, 2026

City Commission

Proposed Amendment

- City staff proposes an amendment to Section 045-060 of the City's ULDRs to allow up to a 25% pervious credit for pools that are installed with or have legally installed an overflow drain that drains into an underground or above ground retention area.
- A pool overflow drain is a drain installed at the maximum desired water level of a pool. When rain, filling, or splash-out raises the water above that level, the excess water flows into the overflow drain. The water is then routed to an underground or above ground retention area which will allow the excess water from the pool to seep into the soil and refill underground aquifers.
- The retention area must be designed to mitigate the impervious surface area associated with the pool as demonstrated with requirement to provide signed and sealed engineering drawings.

Example of Pool Overflow Drain Credit Calculation

Example of Pervious Calculation for a Single-Family Lot

		Area (Square Feet)
Total Lot Area		8,885
Primary Building (House)		1,746
Porches/Patios/Walkways/Concrete Slabs		1,666
Driveway		680
Pool *		345 (460, without credit)
	Total Impervious Area by Square Feet	4,437 (4,552, without credit)
	Total Impervious and Pervious Percentages:	
	Total Impervious Area by Percent	49.94% (51.23%, without credit)
	Total Pervious Area by Percent	50.06% (48.77%, without credit)
***Calculation of Pool Drain Credit**		
Area of pool =	460 square feet	
460 X .25 =	115 (25% of pool area)	
460 – 115 =	345 (Pool area less 25%)	

Planning and Zoning Board

- The proposed amendment to Section 045-060 of the City's Unified Land Development Regulations was heard by the Planning and Zoning Board at the April 13, 2026 Planning and Zoning Board Meeting.
- A motion was made by Vice Chair Izquierdo and seconded Board Member Proffitt to approve the proposed amendment to Section 045-060 of the City's ULDRs to allow for pervious credit for pool overflow drains.
- Motion passed 7-0.

Questions

THANK YOU
FOR YOUR SERVICE
TO THE
ISLAND CITY

FINAL

MEETING MINUTES
PLANNING & ZONING BOARD
COMMISSION CHAMBERS
2020 WILTON DRIVE, WILTON MANORS, FLORIDA 33305
MONDAY, APRIL 13, 2026 – 7:00 P.M.

MEMBERS	ATTENDANCE
Bill Desautels, Chair	P
Louis Izquierdo, Vice Chair	P
John Fomook	P
Karen Friedman	P
Scott McCoy	P
Justin Proffitt	P
Scott Reale	P
Chris Boylan, Alternate	P

Staff

Roberta Moore, Community Development Services Director
Christian Cervantes, Assistant Director, Community Development Services
Evy Kalus, City Planner
Mike Cirullo, Assistant City Attorney
Alan Dodd, Emergency Management/Utilities Director
Karen Cruitt, Recording Secretary, Prototype, Inc.

I. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

II. ROLL CALL

Roll was called and it was noted a quorum was present.

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

IV. APPROVAL OF MINUTES

a. February 9, 2026 Planning and Zoning Board Meeting Minutes

Motion made by Board Member Proffitt, seconded by Vice Chair Izquierdo, to approve. In a voice vote, the **motion** passed unanimously (7-0).

V. PUBLIC COMMENTS

At this time Chair Desautels opened public comment, which he closed upon receiving no input.

VI. PUBLIC HEARING

a. Proposed Amendments to the City of Wilton Manors Comprehensive Plan: amendments related to Evaluation and Appraisal Review as required by Florida Statute 163.3191; addition of Property Rights Element as required by Florida Statute 163.3177(6)(i); and update to Water Supply Plan as required by Florida Statute 163.3177(6)(c)3 and 373.709.

City Planner Evy Kalus presented the proposed amendments to the City's Comprehensive Plan, which address evaluation and appraisal review, a property rights element, and the Water Supply Plan. All of these proposed amendments are mandated by Florida Statutes.

Evaluation and appraisal review is required by the City every seven years. Changes address the planning time frame as well as other local conditions, such as changes implemented by Broward County's Comprehensive Plan with which the City must be consistent. None of the proposed changes will have any impact on the City's level of service (LOS) standards.

The property rights element was mandated by Florida's Governor and must be included in the City's Comprehensive Plan. It establishes goals and policies that address residents' property rights.

The City of Wilton Manors purchases its water from the City of Fort Lauderdale. A State Statute requires all local governments to have a Water Supply Plan. The South Florida Water Management District and the City of Fort Lauderdale have both adopted their plans, and the City will update its Water Supply Plan based on changes to Fort Lauderdale's Plan.

Board Member Friedman addressed the Future Land Use element of the City's Comprehensive Plan, pointing out that this section includes Transit-Oriented Corridors (TOCs). She asked if these corridors can be expected to become more prevalent in the future. Planner Kalus explained that the current Future Land Use element includes both the City's TOC as well as the TOC-West. No changes are proposed to these existing land use designations.

Board Member Friedman also addressed the Special Residential Facility category, asking whether this was being added in relation to an item presented at the February 9,

2026 Planning and Zoning Board (PZB) meeting. Planner Kalus confirmed this, explaining that as the previous item moved through the City's approval process, the state of Florida had informed the City that that amendment must be passed at the same time as the property rights and Water Supply Plan amendments.

Board Member Friedman continued that one of the items referenced in the proposed amendments is the new Capital Improvement Program (CIP). Planner Kalus confirmed that the CIP presented was from the previous year's budget.

Board Member Friedman also noted an error on the Future Number of Lanes map which shows the number of lanes on Powerline Road as six (6) rather than the correct number of four (4).

Chair Desautels also addressed Policy 1.2, which states that each city must annually submit to the City Manager a list of capital improvements for potential inclusion in the CIP. He asked why the City was providing specific deadlines by which departments must submit their capital improvement requests. Planner Kalus explained that the language previously stated that "each City Department shall submit" these plans for annual updates.

At this time Chair Desautels opened the public hearing. With no individuals wishing to speak on the Item, the Chair closed the public hearing.

Motion made by Vice Chair Izquierdo, seconded by Board Member McCoy, to recommend adoption of the amendments. In a roll call vote, the **motion** passed unanimously (7-0).

Community Development Services Director Roberta Moore introduced Emergency Management/Utilities Director Alan Dodd at this time.

b. Proposed amendment to Section 045-060, "Pools, decks and screen enclosures" of the City's Unified Land Development Regulations related to pervious credit for pool overflow drains.

Planner Kalus explained that this amendment would allow for pervious area credit when pool overflow drains are installed. Staff proposes to grant a 25% credit of pervious area when this type of drain is installed with an under- or above-ground water retention area. Pervious ground is any ground where water may penetrate. If water coming from a pool drains into an overflow, it is moved into a retention area and slowly absorbed into the ground or piped beneath the pool to an underground retention area.

Planner Kalus provided the example of an application for a new one hundred (100) square foot pool, which would mean seventy-five (75) feet of the pool would be counted as impervious area. This allows the owner to count twenty-five (25) square feet of the area toward the pervious requirement. The applicant will be required to present

engineering drawings to demonstrate that a pool drain has been installed and the retention area can hold water from the pool.

An owner with an existing pool may also provide the City with documentation that demonstrates there is a previously installed overflow area. This would allow that owner to receive additional credit for pervious area.

Chair Desautels requested clarification of the reference to pools, decks, and screening enclosures. Planner Kalus explained that the amendment will go into a section of Code which includes setbacks for pools. When a pool is installed, its edges must be at least three (3) feet from any property line, and the portion of the pool containing water must be at least five (5) feet from property lines. Pool decks and screening enclosures also have required setbacks.

Paragraph B of this same Code Section includes references to safety barriers to pools. A permanent barrier, such as a fence or gate, is required to enclose the pool area. Paragraph C of this Section would include the credit for pervious area.

Board Member Reale asked if the amendment was proposed because there have been Code Compliance issues related to the pervious area on properties. Planner Kalus advised that the amendment was proposed as a result of individuals seeking building permits for additions, such as widened driveways and pools/pool decks. The intent is to provide these owners with a break on the pervious area requirement.

Board Member Proffitt commended Staff for reaching out to businesses for input on the proposed amendment. He noted that one recommendation from pool installation businesses is to allow installation of drain systems that allow the entire pool to be one hundred percent (100%) pervious area, and requested more information on this option. Planner Kalus replied that Staff is only proposing twenty-five percent (25%) at this time.

Vice Chair Izquierdo asked if, in order to be considered pervious, an area must drain into the ground. He pointed out that there are some properties that drain into the New River. Planner Kalus explained that the intent of a pervious area requirement is to have the water go into the ground, where it can return to the aquifer. While some older, sloped properties have drained into waterways, water is no longer permitted to drain from a property; it must be retained on that property, as water that may be carrying surface chemicals should not drain into a waterway.

Vice Chair Izquierdo asked if rainwater draining into the soil would not ultimately end up in waterways. Planner Kalus advised that when water drains into the ground, the ground serves to filter it before it can go into the aquifer. Water draining into a waterway from an impervious surface will carry chemicals with it which are not filtered by the ground.

Board Member Friedman commented that the impetus behind the proposed amendment appeared to be challenges with single-family homeowners being able to develop their

properties while meeting the City's requirement for pervious area. The proposed solution would not reduce that requirement, but would allow property owners to pull a permit that allows them to count a portion of the pool, with overflow drain, toward the pervious requirement. She expressed concern that this was similar to a recent item which allowed owners to purchase a specific type of artificial turf and provide a survey and permit for it. She cautioned that there are many owners in Wilton Manors who will not be able to take advantage of the offer due to its expense, and suggested the better option could be to simply reduce the City's pervious requirement.

Planner Kalus advised that the proposed amendment does not mean the City will not reevaluate its pervious requirement under Code. She added that the permit would be secured at the same time as the owner is already seeking a permit for a pool. For an owner who already has a pool, the pool and drain would have already been legally permitted.

Board Member Friedman asked how an owner would demonstrate that an existing pool already meets the requirements for pervious area credit. Planner Kalus replied that if the permit for the existing pool is on record with the City, the owner would be able to refer to that documentation. She added that pool overflow drains are a relatively common feature.

Director Moore also addressed the question, stating that Staff is currently evaluating the existing pervious/impervious requirement as part of the City's ongoing Code rewrite. Because the City has received a number of questions from owners regarding the actions they may take to meet this requirement, they hope to add the overflow drain credit as one option until the calculation can be fully reevaluated.

Board Member Friedman also expressed concern with consistency, pointing out that if an owner installs a paved deck, water would drain from that deck; however, the owner may not credit that area toward the pervious requirement. She pointed out that owners with pools would be able to receive credit, but an owner installing pavers in their back yard would not. She emphasized that this process would benefit owners who can afford pools.

Director Moore replied that the Code rewrite process is already evaluating various components of Code which can be changed with regard to the pervious/impervious calculation. The proposed amendment would apply only to the portion of Code which addresses pools.

Board Member Friedman also expressed concern with the table of percentages allowed in various zoning districts, which was provided in the Board members' backup materials. She pointed out that other cities have not provided for a similar credit, and suggested that it would be simpler to require the same pervious area for single-family property owners as required for duplex or multi-family owners. Director Moore reiterated that this Code Section is relatively old and requires reevaluation to determine whether reducing

the pervious area requirement makes sense. This would mean determining what reducing the area would mean for drainage, as well as other possibly unanticipated effects.

Board Member Friedman concluded that while she commended Staff for seeking creative solutions to problems, she felt the proposed amendment was inconsistent in allowing credit for a pool but not for a paved back yard. She encouraged Staff to develop solutions that would not require standards to be relaxed or additional permits to be pulled.

At this time Chair Desautels opened the public hearing.

Oscar Linares, 1818 NE 27 Street, advised that his family had wished to install a pool surrounded by pavers and outdoor furniture; however, when they had received a proposal from a contractor, the plans showed that only sixty (60) square feet of pavers would be permitted after the pool was constructed. They had ultimately eliminated a portion of a concrete path to increase the pervious area and redesigned their driveway as well. This was still insufficient to meet the pervious requirement.

Chair Desautels encouraged Mr. Linares to meet further with City Staff to discuss potential options for the installation of a pool.

With no other individuals wishing to speak on the Item, Chair Desautels closed the public hearing.

Motion made by Vice Chair Izquierdo, seconded by Board Member Proffitt, to move forward with Section B as proposed by the City, with amendment 045-060.

Board Member Friedman proposed the following **amendment** to the **motion**: to recommend the proposal without the requirement for the pump.

Board Member Friedman explained that the mechanism by which water came out of the pool should not be of importance, and the owner of an existing pool should be able to take advantage of the amendment without undertaking the expense of documenting whether or not they have a pump. She noted that there is no benefit to water being pumped rather than overflowing.

Vice Chair Izquierdo stated that he did not wish to amend his **motion**, as he felt Staff will make additional changes at a later time if they are needed. He felt the proposed amendment was moving the City in the right direction.

Board Member Proffitt added that he would not support the amendment, as the ultimate benefit of a pervious area is to get water back to the aquifer. He continued that the credit would only work if water is moved from the pool area so it can percolate into the

ground, which demonstrates a need for a pump. He did not feel overflow was a reasonable option.

Board Member McCoy commented that while it is rare for rain to completely fill a pool so water comes out onto its surrounding surface, it is still necessary to drain water out of a pool in the case of heavy rain, and this can only be done with a pump.

Board Member McCoy **seconded** the **amendment** to the **motion**. In a roll call vote, the **amendment** failed 1-6 (Chair Desautels, Vice Chair Izquierdo, Board Member Fomook, Board Member McCoy, Board Member Proffitt, and Board Member Reale dissenting).

The Board members further discussed the **motion**, with Board Member Proffitt observing that the proposed amendment alone does not go far enough to provide credit for pervious area; however, he noted that other parts of Code may provide these credits, which makes the amendment only one of multiple options that can be used by property owners.

Board Member McCoy pointed out that once the pervious percentages are reviewed and reconsidered by Staff, the proposed amendment may no longer have any utility. He characterized it as a stopgap measure.

In a roll call vote, the **motion** passed unanimously (7-0).

VII. QUASI-JUDICIAL PUBLIC HEARING

a. The property owner, Christopher Boylan, is requesting the following variances for the property located at 125 NW 22 Street:

1. **Variance from Section 020-060 of the City's Unified Land Development Regulations (ULDRs) for side yard setbacks (east side) within RS-5 zoning district from 7.5 feet to between 5.3 feet (north corner) and 4.8 feet (south corner) for a proposed detached pool cabana.**
2. **Variance from Section 020-060 of the City's Unified Land Development Regulations (ULDRs) for rear yard setbacks within RS-5 zoning district from fifteen (15) feet to four (4.0) feet.**

Planner Kalus advised that the Applicant for these Items wishes to postpone their hearing until a future date which has not yet been set.

VIII. STAFF COMMENTS

a. September 14, 2026 Planning and Zoning Board Meeting

Planner Kalus explained that the September 14, 2026 Board meeting falls on the same date as a City budget meeting, and requested consideration of alternative meeting dates. It was determined that Staff would evaluate the calendar and send prospective dates to the Board members for further consideration.

Board Member Proffitt advised that the Broward County Planning Council will meet on April 23, 2026 to consider a number of amendments to the Broward NEXT plan. He expressed concern with a potential amendment which would allow residential development on lands with a Future Land Use designation of Recreation and Open Space if the development includes at least twenty-five percent (25%) affordable housing. He cautioned against ceding park lands to residential development and pointed out that the remaining seventy-five percent (75%) of residential development on these lands could be market rate. He recommended emailing the Planning Council with comments on this proposal.

IX. ADJOURNMENT

The meeting was adjourned at 7:54 p.m.

NEXT MEETING DATE – May 11, 2026

City of Wilton Manors

Business Impact Estimate

Note: The business impact estimate must be posted on the City's website no later than the date the notice of proposed enactment is published per Section 166.041(4) Florida Statutes. This business impact estimate may be revised following its initial posting.

Ordinance title/reference:

Amendment to Section 045-060, "Pools, decks, and screen enclosures" of the City's Unified Land Development Regulations (ULDRs)

Does any of the following exceptions to the Business Impact Estimate requirement apply? If so, check the applicable box and leave the remainder of the form blank.

- ☐ The ordinance is required for compliance with federal or state law or regulation;
- ☐ The ordinance relates to the issuance or refinancing of debt;
- ☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the County;
- ☐ The ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The ordinance is enacted to implement the following:
  a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
  b. Sections 190.005 and 190.046, regarding community development districts;
  c. Section 553.73, relating to the Florida Building Code; or
  d. Section 633.202, relating to the Florida Fire Prevention Code.

Business Impact:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

   The proposed amendment to Section 045-060 of the City's ULDRs would allow for property owners to obtain a 25% pervious credit for the legal installation of a pool over flow drain with an above ground or underground water retention area. Adding a water retention area to offset the impervious surface created by the pool would continue to manage on site drainage and support overall public welfare

2. Estimate of direct economic impact of the proposed ordinance on private, for- profit businesses in the City of Wilton Manors (each is required):

   No direct economic impact.

   2.1 An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted

   Not applicable.

   2.2 Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible

   Not applicable.

   2.3 An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

   Not applicable.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

   No business will have a direct economic impact.

4. Additional information (if any):

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COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, May 26, 2026

From: Roberta Moore, Community Development Services Director
Prepared by: Roberta Moore, Community Development Services Director

(a) Subject: Discussion of proposed amendments to Article 30 of the Unified Land Development Regulations

(b) City Manager Recommendation:

(c) Report In Brief: A discussion of proposed amendments to Article 30.

(d) Discussion: The City Commission has discussed proposed amendments to Article 30 that include the following:

1. Maximum height
2. Split the zoning district within the TOC-W zoning district
3. TOC-E rezoning (generally located south of NE 25 Street, east of the F.E.C. Railroad Tracks, west of NE 15 Avenue, and north of Colohatchee Park)
4. Parking regulations
5. Setbacks
6. Minimum square footage of dwelling units
7. Condo conversion

City staff is seeking direction from the City Commission to proceed with the public hearing process on the proposed changes.

(e) Strategic Plan Consistency: Strategic Plan 2021-2026: Goal B – Promote Economic Development and Goal C – Enhance Quality of Life and Livability.

(f) Concurrences:

(g) Fiscal Impact:

(h) Alternatives:

(i) Attachments:

1. ARTICLE_30. URBAN_CENTER_MIXED_USE_DISTRICTS working draft 5.21.2026
2. HUB Building Heights working draft 5.21.2026
3. Article 10 Definitions 5.21.2026 CC
4. Chapter_3 ALCOHOLIC_BEVERAGES 5.21.26
5. Sec._135_020.___Design_standards. Revised 5.21.26
6. Sec._050_020._Establishments_selling_alcoholic_beverages 5.21.26
7. Article 30 Discusion 5.26.26 CC
8. ARTICLE_VII. ADULT_ENTERTAINMENT_ESTABLISHMENTS 5.21.26
9. Sec._030_033._Alcoholic_beverage_sale_within_Urban 5.21.26

ARTICLE 30. URBAN CENTER MIXED-USE DISTRICTS

WILTON DRIVE ARTS AND ENTERTAINMENT DISTRICT (WDAE)

TRANSIT-ORIENTED CORRIDOR NORTH DISTRICT (TOC-N)

TRANSIT-ORIENTED CORRIDOR SOUTH DISTRICT (TOC-S)

TRANSIT-ORIENTED CORRIDOR EAST DISTRICT (TOC-E)

TRANSIT-ORIENTED CORRIDOR WEST DISTRICT (TOC-W)

Sec. 030-010. Purpose and intent.

The purpose of the Urban Center Mixed-Use Districts ("Urban Center Districts") is to encourage and facilitate the development of a mixture of residential units, entertainment, cultural facilities, restaurants, shopping, commercial, retail, and professional office uses within a safe and convenient walkable environment that supports all modes of transportation, and specifically supports high-frequency bus and commuter rail service, and meets the needs of the residential and working populations of the City. This Article encourages and directs orderly, compatible development and redevelopment that relates to the desirable pedestrian nature of the Urban Center Districts, enhances the aesthetics and physical appearance of the Urban Center Districts through implementation of specific site and building design regulations, ensures a prosperous and viable twenty-four (24) hour urban environment, and reinforces the role of the Urban Center Districts as a community gathering and meeting place for residents and visitors.

The Urban Center District regulations are intended to promote the cultural, economic, educational, and general welfare of the residents of the City by encouraging a mix of uses that enhances the visibility of publicly funded cultural facilities, parks, and other improvements. The Urban Center District regulations are also intended to promote viable neighborhoods integrating commercial and residential uses. The Urban Center District regulations provide incentives for new development and redevelopment that will enhance and expand the high-quality urban, mixed-use environment that has been established around the Wilton Drive corridor.

~~The alcoholic beverage regulations are intended to promote the location of restaurants and entertainment facilities in the City's Urban Center Districts by exempting such uses from the distance separation requirements established in Section 050-020, Establishments selling alcoholic beverages; location restrictions, and from certain provisions of Chapter 3 of the City Code.~~

The parking regulations are intended to promote the location of restaurants, entertainment facilities and other high-demand parking uses within the City's Urban Center Districts by superseding the off-street parking requirements established by Article 135, Off-Street Parking with standards for parking that accurately reflect the parking efficiencies that are achieved with a mix of land uses of urban intensity and transit-oriented design. The parking regulations are intended to encourage pedestrian-oriented uses such as outdoor dining, and promote the pedestrian character and nature of the Urban Center Districts, which is located proximate to vibrant residential neighborhoods. Location of such uses in proximity to each other within the Urban Center Districts will promote walkability and discourage excessive automobile use.

Sec. 030-015. Planned train station development.

(A) *Applicability.* A commuter rail station is a permitted use within all of the Urban Center Districts adjacent to the FEC railroad corridor. The provisions of this Section shall govern the development of a commuter rail station and any appurtenant development located on the same or adjacent parcels of land under unified control and master planned as a unit.

(B) *Intent.* The intent of this Section is to provide the flexibility necessary and appropriate for siting a commuter rail station, including supporting and complimentary uses such as parking, urban open space, pedestrian

amenities, convenient retail, dining and personal service businesses, and integrated high-density residential and office development.

(C) Recognizing the importance of a commuter rail station to the development and economic well-being of the City's Urban Center Districts, the Planning and Zoning Board may waive or modify any development standard at the time of site plan approval that it deems necessary and appropriate to facilitate the development of a commuter rail station and supporting uses, consistent with the intent of this Article.

Sec. 030-020. Definitions.

For the purpose of this Article, certain terms and words are hereby defined. The definitions in Section 030-020, Definitions supplement the definitions in Section 010-030, Terms defined. Definitions herein are applicable to all zoning districts.

Absolute maximum height shall mean the total height of a building that includes the base height of a particular zoning district plus the addition of height provided through incentives that a development must provide based on criteria set forth in this Article.

Acre shall mean a gross acre, as defined in Section 010-030.

Affordable housing shall mean housing for which monthly rents or monthly mortgage payments (including taxes, utilities, and insurance) do not exceed thirty (30) percent of an amount representing the percentage (very low = fifty (50) percent; low = eighty (80) percent; moderate = one hundred twenty (120) percent) of the median income limits adjusted for family size for the households, as defined in section 420.004, Florida Statutes, as amended.

Arcade shall mean a covered walkway or passageway to be used by pedestrians.

Artisanal use/studio shall mean premises used primarily for the repair, manufacture and sale of domestic furniture and arts and crafts. The work must take place entirely within an enclosed structure using only hand-held and/or table-mounted manual and electric tools. The use may include manufacturing processes such as, but not limited to, enameling, painting, or plating.

~~*Awning* shall mean a temporary canvas or other material covering extending from and attached to the facade of a building, without ground supports, primarily used for protection from the sun.~~

~~*Awning, roof structure* shall mean a semi-permanent canvas or other material covering with ground supports, open on all sides except where attached to a building.~~

Balcon shall mean a small balcony that projects no more than one and one-half (1.5) feet from the facade of a building and no more than eight (8) inches from either side of a door or window.

Balcony shall mean a platform that extends from the facade of a building and is enclosed by a railing or parapet wall.

Buildable lot depth shall mean the depth of a lot after all right-of-way dedications are made, and excluding the minimum required frontage setbacks.

Civic use shall mean premises used primarily for education, cultural performances, gatherings and displays administered by not-for-profit cultural, educational, and religious organizations.

~~*Clinic, medical clinic* shall mean a facility which does not provide for overnight accommodations, wherein professional services concerning personal health of humans are administered by, including but not limited to, medical doctors, chiropractors, osteopaths, podiatrists, optometrists, dentists, dental hygienists, counselors, therapists, clinical social workers, psychologists, psychiatrists, naturopaths, physical therapists or any other such profession which may lawfully be practiced in the State of Florida. The term clinic/medical clinic shall also include, but shall not be limited to, any type of infusion or intravenous therapy, alcohol or chemical dependency treatment centers licensed pursuant to F.S. Chapter 397, mental health treatment centers licensed pursuant to F.S. Chapter 394, urgent care centers, inpatient testing service centers, eating disorder treatment centers, physical rehabilitation centers licensed pursuant to F.S. § 400.062, Pain management clinics, hospitals, nursing homes and assisted living~~

~~facilities are excluded from this definition. A clinic, medical clinic that allows overnight accommodations shall be treated as a hospital for purposes of determining permissible zoning districts.~~

Colonnade shall mean a roofed structure or upper floor balcony that extends over the pedestrian area and is open to the rights-of-way except for supporting columns or piers set at regular intervals supporting the roofed structure or balcony.

Community hubs shall mean areas within the City's Mixed-Use Zoning districts where a higher density and intensity of uses are planned within mixed-use developments with a pedestrian-friendly environment that fosters walkability and accessibility.

Commercial use shall mean premises used primarily for the conduct of retail, office, business, government service, artisanal, and food, beverage, and restaurant uses.

Courtyard shall mean an open space area, typically located between adjacent buildings and containing walkways, landscaping, street furniture, or other pedestrian amenities with a minimum paved area of forty (40) percent.

Dwelling, minimum floor area shall mean the minimum floor area of a residential dwelling shall be ~~six hundred (600)~~ four hundred and fifty (450) square feet. Hotel rooms are exempt from this definition, however, must meet the minimum square feet for a dwelling unit or sleeping room per the Florida Building Code, as amended from time to time. A unit designated and constructed as an affordable housing dwelling unit shall have a minimum floor area of four hundred (400) square feet.

Facade shall mean the vertical surface of a building, set substantially parallel to a frontage line or lot line.

First floor shall mean the floor at ground or street level.

Food and/or beverage carts shall mean: For purposes of these regulations, a food and/or beverage cart shall be defined as any portable vending device, pushcart, or other wheeled vehicle or device which may be moved without the assistance of a motor used for the displaying, storing or transporting of food and/or beverages offered for sale by a vendor.

Frontage line shall mean:

(1) The rear line of the pedestrian realm frontage setback requirements fronting any public right-of-way, except alleyways. The frontage line shall follow the rear edge of the sight distance triangle at intersections or the pedestrian realm frontage setback requirements, whichever depth is greater.

~~*Hotel* shall mean any public lodging establishment containing sleeping room accommodations for guests and providing the services generally provided by a hotel and recognized as a hotel in the community in which it is situated or by the industry.~~

Live/work building shall mean a building with one or more ground floor work units, each of which is internally connected to a dwelling unit located behind the work unit on the ground floor, or above the work unit on an upper floor, such that the work unit and dwelling unit are designed, constructed, and maintained in title and function as a single live/work unit. A live/work building may also have dwelling units that are not connected to a work unit, but cannot have work units that are separate and unconnected from a dwelling unit. Ground floor work units may extend to upper floors, provided that all floors of the live/work unit are internally connected.

Low-income person shall mean one or more natural persons or a family, that has a total annual household income between fifty (50) to eighty (80) percent of the area median income for households as defined by the most recent Housing and Urban Development data for Broward County and as adjusted for household size.

Mixed uses shall mean a stacking of land uses with commercial, lodging/hotel, civic, institutional, and residential uses on the ground floor, and residential, non-residential, and/or parking on all stories above the ground floor.

Moderate income person shall mean one or more natural persons or a family, that has a total annual household income between eighty (80) to one hundred twenty (120) percent of the area median income for households as

defined by the most recent Housing and Urban Development data for Broward County and as adjusted for household size.

Non-residential uses shall mean any use that is not residential in nature however a residential amenity space, including but not limited to parking/parking garages shall not be considered as a non-residential use.

Parapet shall mean a low, protective wall at the edge of a terrace, balcony, or roof, especially that part of an exterior wall that rises above the roof for screening of mechanical equipment.

Plaza shall mean an open space area, typically located between adjacent buildings and containing walkways, landscaping, street furniture, or other pedestrian amenities with a minimum paved area of sixty-five (65) percent. Plazas differ from courtyards in that plazas contain a majority of paved area and are publicly accessible.

Pedestrian amenity areas shall mean pedestrian areas abutting frontage lines in the absence of a facade limited to plazas, outdoor dining areas, courtyards, or arcades. Paved area shall consist of materials compatible with materials utilized in other onsite pedestrian areas. Where a streetscape master plan has been adopted by the City, paved areas not separated from the frontage line by a change in elevation shall require a wall or planter, no greater than thirty-six (36) inches, to utilize the selected paving materials palette of the respective streetscape master plan.

Pedestrian realm frontage shall mean building frontages measured from and parallel to the property lines along public rights-of-way, except alleyways. The setback from the back edge of the pedestrian realm frontage forms the frontage line where the front wall of the adjacent building or streetwall shall be located as required in this Article.

Primary streets and primary street frontages shall mean lot frontages on all of the following streets: Wilton Drive, North Dixie Highway, NE 26th Street east of Dixie Highway, and NE 26th Street west of Dixie Highway on the north side only, Oakland Park Boulevard, N. Andrews Avenue and NE 6th Avenue.

Secondary streets and secondary street frontages shall mean lot frontages on all of the following streets: NE 24th Street and NE 13th Avenue, south of NE 26th Street, Powerline Road, and NW 29th Street west of N. Andrews Avenue.

Sidewalk shall mean the portion of property lying adjacent to or within the public rights-of-way, paved and used for pedestrian travel.

Sidewalk cafe shall mean the placing, locating or permitting of the placing or locating of chairs and tables within the sidewalk area adjacent to a business licensed to operate as a restaurant, as defined in the ULDR.

Storefront shall mean the portion of a building containing commercial uses with display windows.

~~*Story* shall mean the space in a building between two (2) adjacent floor levels.~~

Street activation shall mean an enhanced site design of the pedestrian realm frontage area to accommodate permanent improvements to include seating, furnishings, an amenity that will allow people to congregate and socialize. Where food and beverage establishments are provided on the ground floor, then they shall provide a sidewalk plan identifying how temporary outdoor seating and furnishings will be accommodated in lieu of permanent furnishings and improvements.

Street frontage line shall mean the line setback from the property line as defined by the street frontage requirements.

Streetscape frontage shall mean a portion of the pedestrian realm frontage immediately abutting the edge of the public right-of-way. This area shall be designated for streetscape improvements consistent with the requirements of any adopted streetscape master plan.

Tier shall mean a level or group of levels within a building within the Mixed-use zoning district where a setback or other required elements may be required to create variations and modulations in the building facade and massing.

Transition line shall mean a horizontal line along the whole width of a facade expressed by a material change, trim line, balcon, balcony, etc.

Very low-income person shall mean one or more natural persons or a family, that has a total annual household income that does not exceed fifty (50) percent of the area median income for households as defined by the most recent Housing and Urban Development data for Broward County and as adjusted for household size.

Sec. 030-030. Detailed table of permitted and prohibited uses.

Legend

P = Permitted use	WDAE = Wilton Drive Arts & Entertainment District
N = Not permitted	TOC-N = Transit Oriented Corridor North District
C = Conditional use	TOC-S = Transit Oriented Corridor South District
A = Accessory use only	TOC-E = Transit Oriented Corridor East District
	TOC-W = Transit Oriented Corridor West District

Numbers in parenthesis (#) refer to specific use provisions below the table.

Use	WDAE	TOC-N	TOC-S	TOC-E	TOC-W
Accessory use(s) and structure(s) (see Article 25, Accessory Uses and Buildings)	P	P	P	P	P
Adult entertainment	N	N	N	N	N
Alcoholic beverage sales for offsite consumption	P	P	P	P	P
Amusement establishment	P	P	P	P	P
Animal hospital or clinic (including accessory kennel)	N	P(1)	P(1)	P(1)	P(1)
Arcade, amusement center or game room (sports and amusement facilities)	P	P	P	P	P
Art and Cultural Center	P	P	P	P	P
Art gallery, artisanal studio	P	P	P	P	P
Assembly ~~hall~~, place of	~~P~~ A	P	P	P	P
Assisted living facility	N	N	N	P(~~13~~ 12)	~~C~~ N
Auction house	N	~~P~~ N	~~P~~ N	~~P~~ N	~~P~~ N
Automobile new car or used dealership	N	N	N	N	N
Automobile/truck rental agency	N	N	N	N	N

Automobile parts and accessories store	N	N	N	N	N
Automobile repair, major	N	N	N	N	N
Automobile repair, minor	N	N	N	N	N
Bakery	P	P	P	P	P
Bank	P	P	P	P	P
Banquet hall	A	A	A	A	A
Bail bond operations	N	N	N	N	N
Bar or lounge	P(3)	P(3)	P(3)	P(3)	P(3)
Bicycle sales, rental or repair	P	P	P	P	P
Boat or water vehicle, ~~sales or~~ rental, motorized and non-motorized	~~N~~ P(17)	~~N~~ P(17)	~~N~~ P(17)	~~N~~ P(17)	~~N~~ P(17)
Boat or water vehicle, sales, motorized	N	N	N	N	N
Boat or water vehicle, sales, non-motorized	P(17)	P(17)	P(17)	P(17)	P(17)
Boat or water vehicle storage	N	N	N	N	N
Boat or water vehicle, repair, motorized .and non-motorized	N	N	N	N	N
Bowling alley	N	P	P	P	P
Bus station	N	~~P~~ N	~~P~~ N	~~P~~ N	N
Car wash	N	N	N	N	N
Catering establishment	P	P	P	P	P
Check cashing store (as a principal use)	N	N	N	N	N
Civic, institutional	P	~~N~~ P	P	~~N~~ P	P
Clinic, medical clinic	P	P	P	P	P
Coffee shop/tea house, with drive-thru	C(~~16~~15)	C(~~16~~15)	C(~~16~~15)	C(~~16~~15)	C(~~16~~15)

Coffee shop/tea house, with no drive-thru	P	P	P	P	P
College or other institution of higher learning	~~C~~ N	C	C	C	C
Consignment / thrift shop	P	P	P	P	P
Contractor shop	N	N	N	N	N
Contractor storage yard	N	N	N	N	N
Convenience store	P(4)	P(4)	P(4)	P(4)	P(4)
Crematory, animal and/or human	N	N	N	N	N
Day care center	~~C~~ N	P	P	P	P
Drive-through windows, and any commercial use that provides goods or services to customers as they remain in their automobiles, excepting bank~~, coffee shop/tea house~~ and pharmacy drive-through service	N	N	N	N	C(~~20~~19)
Dry cleaning drop off for off-site dry cleaning	P	P	P	P	P
Dry cleaning drop off with on-site dry cleaning	~~C~~ N	~~C~~ N	~~C~~ N	~~C~~ N	~~C~~ N
Dwelling, multi~~ple~~-family (freestanding fronting primary street)	~~P(5)~~ N	~~P(5)~~ N	P(5)	P(5)	P(5)
Dwelling, multi-family (freestanding fronting secondary street and all other streets for properties without primary frontage)	P(5)	P(5)	P(5)	P(5)	P(5)
Dwelling, multi~~ple~~-family, (within a mixed-use building)	P(5)	P(5)	P(5)	P(5)	P(5)
Dwelling, single-family	N	N	N	N	~~P(19)~~ N
Dwelling, townhouse	N	N	P(5)	P(5)	P(5)

Dwelling, townhouse fronting secondary street and all other streets for properties without primary frontage	P(5)	P(5)	P(5)	P(5)	P(5)
Dwelling, two-family	N	N	N	N	N
Embalming, animal and/or human	N	N	N	N	N
Equipment rental	N	N	N	N	N
~~Flea market, bazaar, merchandise mart, green~~ Green market	P	P	P	P	~~C~~ P
Flex space	P	P	P	P	P
Florist	P	P	P	P	P
Food store, specialty	P	P	P	P	P
Food and/or beverage carts~~/truck~~	A(~~12~~11)	A(~~12~~11)	A(~~12~~11)	~~N~~ A(11)	A(~~12~~11)
~~Fortune telling~~	~~N~~	~~N~~	~~N~~	~~N~~	~~N~~
Funeral home	N	N	N	N	N
Garden shop, greenhouse, nursery	~~P~~ N	P	P	P	P
General repair and service shop	~~P~~ N	P	P	P	P
Grocery store	P	P	P	P	P
Groomer/Self-service dog washing machine	P	P	P	P	P
~~Gymnasium, indoor~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~
Health and fitness center, indoor	P	P	P	P	P
Home improvement center; sales of building materials	C(20)	~~N~~ C(20)	~~N~~ C(20)	~~N~~ C(20)	~~N~~ C(20)
Hospital	N	C	~~C~~ N	C	~~C~~ N
Hotel	P	P	P	P	P
Incubator space	P	P	P	P	P

Instruction: Fine arts, sports and recreation, dance, music, theater	P	P	P	P	P
Kennel	N	P(1)	P(1)	P(1)	P(1)
Laboratory, research or experimental	~~P~~ C	~~P~~ C	~~P~~ C	~~P~~ C	~~P~~ C
Laundromat (self-service) ~~or commercial laundry drop-off for off-site laundry service~~	~~P(6)~~ C	~~P(6)~~ C	~~P(6)~~ C	~~P(6)~~ C	~~P(6)~~ C
Laundry, commercial	N	N	N	N	N
Library	~~P~~ N	P	P	P	P
Liquor, alcoholic beverage store or package liquor store	P	P	P	P	P
Manufacturing, light	N	N	N	N	N
Massage and health spa, state licensed	P	P	P	P	P
Medical marijuana retail center	C(~~14~~13)	C(~~14~~13)	C(~~14~~13)	C(~~14~~13)	C(~~14~~13)
Microbrewery, microwinery, brewpub, brewery, and micro-distillery	C(~~17~~16)	C(~~17~~16)	C(~~17~~16)	C(~~17~~16)	C(~~17~~16)
Mixed uses	P	P	P	P	P
Mobile home, trailer, and recreational vehicle parks	N	N	N	N	N
Motion picture studio	~~P~~ N	~~P~~ C	~~P~~ C	~~P~~ C	~~P~~ C
Motor fuel pumps	P(~~8~~7)	N	N	P(~~8~~7)	P(~~8~~7)
Moving or storage office or warehouse	N	N	N	N	N
Museum	P	P	P	P	P
Nightclub or cabaret	P	P	P	P	~~P~~ C
Nursing home or other residential institution	N	N	P(~~13~~12)	P(~~13~~12)	P(~~13~~12)

Office, professional (excludes clinic, medical clinic)	P	P	P	P	P
Optical store	P	P	P	P	P
Outdoor storage (principal use)	N	N	N	N	N
Parking lot or structure, commercial or public	P(~~9~~8)	P(~~9~~8)	P(~~9~~8)	P(~~9~~8)	P(~~9~~8)
Pawn shop	N	N	N	N	N
Personal service establishment	P	P	P	P	P
Pet store	P(~~15~~14)	P(~~15~~14)	P(~~15~~14)	P(~~15~~14)	P(~~15~~14)
Pharmacy	C(~~14~~13)	C(~~14~~13)	C(~~14~~13)	C(~~14~~13)	C(~~14~~13)
Photograph processing laboratory	~~P~~ N	~~P~~ N	~~P~~ N	~~P~~ N	~~P~~ N
Place of worship	P	P	P	P	P
Plasma center and/or blood bank	N	N	N	N	N
Pop-Up shop	P	P	P	P	P
Printer, publisher, photo copying, engraver	~~P(10)~~ N	P(~~10~~9)	P(~~10~~9)	P(~~10~~9)	P(~~10~~9)
Private club	P	P	P	P	P
Private passive park or open space	P	P	P	P	P
Psychic consulting including fortune telling, palm reading, tarot card, and/or astrologist	N	N	N	N	N
Public or governmental building or use, including parks	P	P	P	P	P
Public utility or service facility	C	C	C	C	C

Radio or television broadcasting station (no broadcasting tower)	P	P	P	P	P
Rail station	N	P	P	P	N
Research and Development	~~P~~ C	~~P~~ C	~~P~~ C	~~P~~ C	~~P~~ C
Restaurant, including sidewalk cafes	P(~~11~~10)	P(~~11~~10)	P(~~11~~10)	P(~~11~~10)	P(~~11~~10)
Retail sales, general	P	P	P	P	P
School, trade or vocational	~~C~~ N	C	C	C	C
Skating rink	N	P	P	P	P
Smoke or vape shop	N	N	N	N	N
Studio or instruction for photography, art, music, dance, modeling, martial arts, fitness/athletics, broadcast, podcast, recording or videography	P	P	P	P	P
Tailor, seamstress	P	P	P	P	P
Tattoo and/or body piercing parlor	P	P	P	P	P
Taxidermist	N	N	N	N	N
Theater, live or film (no drive in)	P	P	P	P	P
~~Ticket agency~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~
Travel agency	P	P	P	P	P
Truck storage	N	N	N	N	N
Vehicle sales and rental: Commercial vehicles, trailers, motorcycles	N	N	N	N	N
Warehouse, storage, self-storage	N	~~P(19)~~ N	N	N	N
~~Watercraft rental, non-motorized~~	~~P(18)~~	~~P(18)~~	~~P(18)~~	~~P(18)~~	~~P(18)~~

Wholesale, sales and storage, principal use	N	N	N	N	N

Specific use provisions (see footnote references in table, above).

(1) Shall be located within its own freestanding building, or within a tenant space of a building occupied by retail, service, heavy commercial or industrial uses, but not office, sit-down restaurant, or lodging uses, and a minimum one hundred (100) feet from a principal dwelling, measured as the shortest airline distance between exterior building walls of the kennel or animal clinic and dwelling unit. All treatment rooms and kennels shall be maintained within a completely enclosed, soundproof building that contains all animal noises and odors from detection from adjacent tenant spaces and properties.

(2) No storage of vehicles is permitted.

(3) See Section 030-033, Alcoholic beverage sale within the Urban Center Districts.

(4) Convenience stores are permitted only within the ground floor of a multiple-story building that is constructed to the frontage line as required in this Article for new construction.

(5) See Section 030-032, Residential uses.

~~(6) Laundromats are subject to the supplemental use regulations in Section 050-060, Laundromats, and are permitted only within multiple-story mixed-use buildings that are constructed to the frontage line as required in this Article for new construction.~~

(~~7~~6) May include outdoor filming activity and outdoor storage of vehicles and other large props used exclusively for filming purposes. Outdoor use is subject to the screening provisions that apply to outdoor storage yards, including Section 150-030(D).

(~~8~~7) Motor fuel pumps are limited to locations that legally existed as of February 14, 2012.

(~~9~~8) For automobiles, motorcycles and trucks, but excluding heavy trucks and all commercial motor vehicles, all as defined under F.S. § 320.01, as may be amended from time to time.

(~~10~~9) Maximum floor area of any such use shall not exceed twenty-five hundred (2,500) square feet of gross floor area.

(~~11~~10) Sidewalk cafes are subject to Section 050-080.

(~~12~~11) Food and/or beverage cart~~s~~/truck are subject to the following regulations:

a. Food and/or beverage cart~~s~~/truck are permitted to locate only on private property through the extension of an existing City of Wilton Manors business tax receipt for an existing food and/or beverage establishment.

b. ~~Food and/or beverage carts require the issuance of a local business tax receipt for operation of such vending cart.~~ Any food and/or beverage cart/truck that is operated on the same premises as and by a separately licensed public food service establishment may operate during the same hours of operation as the separately licensed public food service establishment that operates such food and/or beverage cart/truck.

c. Food and/or beverage cart~~s~~/truck shall not be subject to parking requirements.

d. Maximum cart dimensions shall not exceed five (5) feet in width by ten (10) feet in length.

e. All food and/or beverage cart~~s~~/truck shall be located so as not to impede on-site pedestrian and vehicular traffic and must provide a clear passageway of at least four (4) feet between the food and/or beverage cart and any building or structure.

f. Any signage shall be attached to the cart/truck and shall be limited to six (6) square feet for vendor identification and six (6) square feet for display of price and product information.

(~~13~~12) At least seventy-five (75) percent of sleeping rooms within each residential institution must be complete and independent dwelling units as defined in Article 10 ULDR.

(~~14~~13) Distance separation. The listed use shall not be permitted unless the closest projection of the building or outdoor sales area, if any, from public or private elementary, middle, or secondary schools, and child daycare facilities to the closest projection measures a minimum of five hundred (500) feet.

(~~15~~14) See Section 4-6 City Code of Ordinances.

(~~16~~15) Coffee shop and tea house are defined as a business operation involving the principal sale of coffee or tea. No drive-through hours shall be permitted between the hours of 10:00 p.m. and 5:00 a.m. Drive-through facilities shall allow for vehicle stacking distances that accommodate anticipated demand without impairing traffic circulation.

(~~17~~16) See Article 030-160, Microbreweries, Microwineries, Brewpubs, Brewery, and Micro-distillery within the Urban Center Districts.

(~~18~~17) Requires a building onsite. Storage can be located either inside or outside the building.

(~~19~~18) Only on lots allowed prior to the adoption of this Article.

(~~20~~19) No drive through hours shall be permitted between the hours of 10:00 p.m. and 5:00 a.m. Drive-through facilities shall allow for vehicle stacking distances that accommodate anticipated demand without impairing traffic circulation.

(20) Maximum gross floor area of any such use shall not exceed fifteen thousand (15,000) square feet of gross floor area.

Sec. 030-031. General use provisions; accessory uses and structures.

(A) *Uses not listed.* Uses not specifically permitted that the Director of Community Development Services, or designee, determines to be similar in character to one or more permitted uses in nature and intensity shall be permitted, provided the use is not specifically prohibited in the applicable district, and provided the use is not specifically listed as permitted, conditionally permitted or prohibited in another district.

(B) *Loading and unloading.* No delivery or pickup is permitted between the hours of 9:00 p.m. and 7:00 a.m.

(C) *Commercial vehicle parking.* Overnight parking of commercial vehicles is subject to the restrictions of Section 025-030.

(D) *Consistency with FLUM.* Flexibility provisions of the Comprehensive Plan and Broward County Land Use Plan (BCLUP) ("flexibility provisions") must be utilized where any use is inconsistent with the underlying Future Land Use Plan Map (FLUM) designation of the lot upon which the use is located. The flexibility provisions are incorporated by reference herein.

(E) *Retail use.* Individual types of retail uses that are regulated separately from general retail are not permitted as general retail uses.

(F) *Display of merchandise.* All merchandise in the Urban Center Districts shall be stored and displayed within an enclosed building within private property and not encroaching onto the public right-of-way, with the exception of garden shops, plant nurseries, and sales and rental of motor vehicles, and non-vehicular watercraft.

(G) Retail sales establishments may include incidental and subordinate processing, repair and rental accessory activities, provided that all processing and repair of merchandise occurs within the principal building.

(H) All uses shall comply with Chapter 21 of the City Code.

(I) *Permitted accessory uses and structures.* Accessory uses to principal uses are permitted, except as provided in Subsection (J), below. The following accessory uses and structures are expressly permitted:

(1) Outdoor dining/sidewalk cafes pursuant to Section 050-080, Sidewalk cafes.

(2) Manufacturing, enameling, painting, or plating storage and distribution uses accessory to artisanal uses, as defined herein.

(3) Wholesale sales and storage are permitted accessory to retail use only.

(4) Parking structures (public and private).

(J) *Specifically prohibited accessory uses and structures.* The following accessory uses and structures are specifically prohibited:

(1) Open or outside storage.

(2) Animal boarding or kennel, except in compliance with use condition number (1) in Section 030-030.

Sec. 030-032. Residential uses.

Residential uses are subject to the following regulations within the WDAE District where flexibility units are allocated in the WDAE District, and within the TOC-N, TOC-S, TOC-E, and TOC-W Districts where either residential units or the flexibility provisions are utilized for residential development.

(A) *Pool of flexibility and redevelopment units established.* A pool of flexibility units and affordable housing flexibility units as well as redevelopment units have been established for use on parcels designated commercial within the Urban Center Districts, subject to regulations outlined below. The Department of Community Development Services shall maintain charts reflecting the total units available. As such units are utilized, the Department of Community Development Services shall update the charts to reflect utilization of such units. It is the intention of the City to distribute such units evenly throughout the Urban Center Districts. However, in no instance shall the density of an individual parcel utilizing such flexibility units exceed sixty (60) units per gross acre.

(B) *Standards for allocation of residential units.* In accordance with the City's Comprehensive plan and BCLUP as may be amended from time to time, residential units shall be applied to parcels in the following manner:

(1) A minimum percentage of commercial/non-residential uses shall be provided in a mixed commercial/residential structure on the first floor as follows. Parking and/or parking garage square footage are not included in the first floor percentage calculations. The first floor of all mixed-use buildings fronting a primary street must have one hundred (100) percent commercial uses along the street frontage.

a. Wilton Drive: At least eighty (80) percent of the first floor to be designated for commercial use, excluding office uses. No more than twenty (20) percent of the overall commercial/non-residential uses can be office and/or ancillary to the residential use.

b. NE 26 Street, east of Dixie Highway: No more than twenty (20) percent of the overall commercial/non-residential uses can be ancillary to the residential use.

c. Dixie Highway: At least eighty (80) percent of the first floor to be designated for commercial use, excluding office uses. No more than twenty (20) percent of the overall commercial/non-residential uses can be office and/or ancillary to the residential use.

d. Oakland Park Boulevard: No more than twenty (20) percent of the overall commercial/non-residential uses can be ancillary to the residential use.

e. NE 6 Avenue: No more than twenty (20) percent of the overall commercial/non-residential uses can be ancillary to the residential use.

f. Andrews Avenue: At least eighty (80) percent of the first floor to be designated for commercial use, excluding office uses. No more than twenty (20) percent of the overall commercial/non-residential uses can be office and/or ancillary to the residential use.

(2) Residential units within the same structure as commercial uses for the owner, manager or caretaker of the commercial uses may be located in areas designated commercial without the application of flexibility units.

(C) *Additional standards.* In addition, the following criteria shall apply to all development:

(1) Residential uses may be allowed on frontages only when the primary entrance to each unit faces the street and when it is not separated from the street with a fence taller than thirty-six (36) inches;

(2) Townhomes are not permitted with frontage along Wilton Drive and TOC-N.

(D) Developer Agreement and Restrictive Covenant. Any residential use that is developed in the WDAE, TOC-N, TOC-S, TOC-E, or TOC-W Districts shall require the developer to enter into an agreement with the City. The agreement shall include all conditions of development approval imposed by City staff, PZB, and the City Commission. Additionally, the agreement shall require the developer to record a restrictive covenant, which shall run with the land and be binding on developer's heirs, successors, assigns, and transferees. Both the developer's agreement and the restrictive covenant are subject to review and approval of the City Attorney and, at a minimum will require an opinion of title or similar evidence of the status of title and encumbrances. The restrictive covenant shall require the entire parcel of property that is being developed with the residential use to remain as one parcel under common ownership and may not be subdivided, without the consent of the City Commission, which consent may be withheld or conditioned in the sole discretion of the City Commission.

Sec. 030-033. Alcoholic beverage sale within the urban center districts.

(A) *Minimum distance requirements between establishments.* There shall be no minimum distance separation required between any place of business within the Urban Center Districts licensed by the state to sell alcoholic beverages for consumption on premises and any other place of business licensed by the state to sell alcoholic beverages on or off the premises within the Urban Center Districts.

(B) Places of business licensed to sell alcoholic beverages either for consumption on or off premises located outside of the Urban Center Districts and existing at the time of enactment of this Section shall not be nonconforming for failure to satisfy the minimum required distance separation from any establishment located within the Urban Center Districts licensed to sell alcoholic beverages. ~~For the purpose of minimum distance separation requirements between places of business within the Urban Center Districts licensed to sell alcoholic beverages and places of business similarly licensed outside the Urban Center Districts which were not in existence at the time of enactment of this Section, distance separation shall be measured from the edges of the Urban Center Districts, and not to any physical establishment within the Urban Center Districts, and all of the Urban Center Districts shall thereafter be considered one establishment licensed to sell alcoholic beverages.~~

(C) *Minimum distance required from a ~~place of worship or~~ school.* There shall be no minimum distance required between any place of business within the Urban Center Districts licensed by the state to sell alcoholic beverages for consumption on or off premises and any ~~place of worship or~~ school.

(D) *Outdoor sale of alcoholic beverages.* Places of business within the Urban Center Districts, properly licensed by the state to sell alcoholic beverages, may sell and serve alcoholic beverages outdoors at any location within the Urban Center Districts and under the control of the licensee, provided the ULDR otherwise permit the business at the location and the City licenses the business to sell beverages outdoors, including, but not limited to, sidewalk cafes, outdoor areas designated for food or beverage consumption, or both, adjacent to and operated in concert with a place of business operated within the enclosed premises, licensed freestanding structures including outdoor bars and kiosks selling food and beverages including alcoholic beverages, and pushcart type vehicles (excluding permitted vending carts on public property).

(E) *Alcoholic beverage regulations.* Except as specifically set forth herein, businesses licensed to sell alcoholic beverages by the state shall comply with the alcoholic beverage regulations provided in the ULDR.

(F) *Hours of sale.*

(1) No vendor shall sell or offer for sale or deliver or serve upon the premises of such vendor, within the Urban Center Districts, any liquor, beer or wine regardless of alcoholic content on Monday through Friday between the hours of 2:00 a.m. and 7:00 a.m., and on Saturday and Sunday between the hours of 3:00 a.m. and 7:00 a.m. within the Urban Center Districts.

(2) No person shall sell or offer for sale or deliver, within the Urban Center Districts, any liquor, beer or wine, regardless of alcoholic content, by package, bottle or container on Monday through Friday between the hours of 2:00 a.m. and 7:00 a.m., or on Saturday and Sunday between the hours of 3:00 a.m. and 7:00 a.m.

Sec. 030-034. Nonconforming uses.

(A) *Intent.* It is the intent of this Section to recognize that the transformation of the Urban Center Mixed-Use Districts from predominantly industrial and heavy commercial in nature to a transit-oriented urban center will in part be dependent upon infrastructure investments and supporting market conditions, the timing of which is uncertain. Accordingly, classes of uses that conformed to the requirements of the previous zoning designations, but which have been made nonconforming by the adoption of the TOC districts, are given more latitude to continue than would otherwise be the case for a nonconforming use.

(B) *Applicability.*

(1) This Section applies to the Urban Center Mixed-Use Districts.

(2) This Section supersedes any conflicting regulation in Article 15 ULDR, Division 1, Nonconforming Uses. All provisions of Article 15 not in conflict with this Section shall apply.

(C) *Changes in nonconforming use.*

(1) A use that is nonconforming as to the Urban Center Mixed-Use District regulations, but which was permitted or conditionally permitted in the zoning designation in effect prior to the adoption of the Urban Center Mixed-Use Districts, may be replaced by another use that is permitted or conditionally permitted in the prior district, subject to compliance with all requirements applicable to such use, including the requirement to obtain conditional use approval, if applicable.

(2) Once a nonconforming use is replaced with a use that is permitted or conditionally permitted in the Urban Center Mixed-Use Districts, such use shall not thereafter be replaced by a nonconforming use.

(3) A change of use within the TOC-N and TOC-S Districts will not require provision of additional parking pursuant to Section 135-060 unless the principal building increases in size by more than twenty (20) percent, or if the new use is a food and/or beverage establishment, bar, lounge or nightclub, which must meet the requirements of Section 030-060.

(D) *Discontinuance of nonconforming use.* Section 015-030 shall apply to the discontinuance of nonconforming uses.

(E) *Moving or expansion of a nonconforming use.* A use that is nonconforming as to the Urban Center Mixed-Use District use regulations, but which was permitted or conditionally permitted in the zoning designation in effect prior to the adoption of the Urban Center Mixed-Use Districts, may be moved, extended or expanded. The moving, extending or expansion of a nonconforming building is subject to Article 15, ULDR, Division 2, Nonconforming Buildings.

(F) *Repair and alteration of a building devoted to a nonconforming use.* A building devoted to a nonconforming use may be repaired and altered in compliance with all applicable development standards and regulations of

the ULDR. The repair and alteration of a nonconforming building devoted to a nonconforming use is subject to Article 15, ULDR.

(G) *Destruction of a building devoted to a nonconforming use.*

(1) A conforming building devoted to a nonconforming use may be repaired, rebuilt and restored in the event of damage or destruction, in compliance with all applicable development standards and regulations of the ULDR.

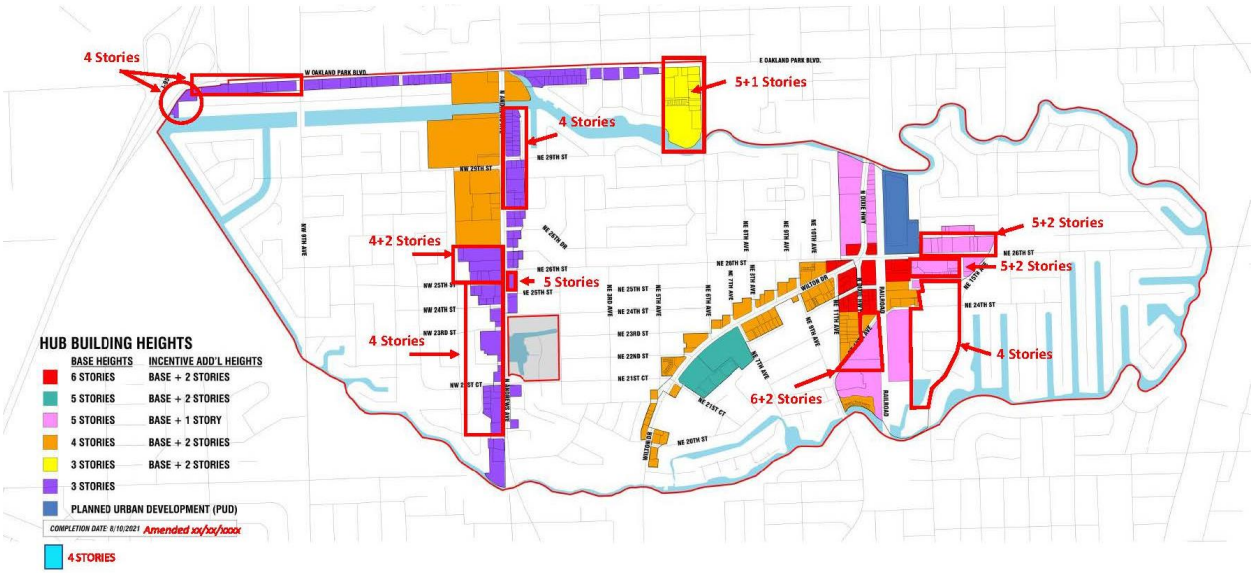
(2) A nonconforming building devoted to a nonconforming use may be repaired, rebuilt and restored only in compliance with Section 015-090, Destruction of a nonconforming building.

Sec. 030-038 Absolute maximum height.

Absolute maximum height (allowable base height plus additional incentive height) within the Mixed-Use Districts shall be set by the map and table shown below. If the map allows for additional height, the development shall meet all Additional Heights Incentive Design Standards criteria set forth in this Article.



New Map



Base Height(s)	Maximum Building Base Height	Incentive Additional Height(s)	Maximum Building Height (Base Height + Incentive Height)
6 Stories	70	Base + 2 Stories	90
5 Stories	60	Base + 2 Stories	80
5 Stories	60	Base + 1 Story	70
4 Stories	50		50
4 Stories	50	Base + 2 Stories	70
3 Stories	40	Base + 2 Stories	60
3 Stories	40		40

Sec. 030-040. Standards for lots and urban form.

DISTRICT	
WDAE	Wilton Drive Arts and Entertainment District
BOUNDARIES	
The WDAE District coincides with those properties lying adjacent to that section of Wilton Drive (a/k/a S.R. 811) extending from the center line of the south fork of the Middle River to the intersection of Wilton Drive, North Dixie Highway and N.E. 26th Street (a/k/a Five Points) and the property described on the Broward County Tax Rolls under Folio #494226150010 as Amadale 29-6B Lot 1 S 100 of W 10.2 S 100, 3 less W 10 Block 1.	
LOT SIZE	
Minimum lot dimensions	None

GENERALIZED PERMITTED USES			
	Permitted	Not Permitted	Notes
Civic	•		With restrictions
Commercial	•		
Freestanding Multifamily		•	
Freestanding Multifamily fronting secondary street and all other streets for properties without primary frontage	•		
Industrial		•	
Institutional	•		With restrictions
Lodging	•		
Townhomes		•	
Townhomes fronting secondary street and all other streets for properties without primary frontage	•		
Mixed Uses	•		Subject to Section 030-032

DISTRICT	
WDAE	Wilton Drive Arts and Entertainment District
BUILDING HEIGHTS	

Absolute Maximum Height (Allowable Base Heights + Incentive Additional Heights)			See Article 030-038 — Absolute Maximum Height
	Allowable Base Heights		**Incentive Additional Heights**
For properties less than 2 ac			
	Minimum	Maximum	
Tier 1	1 Story	3 Stories	—
Tier 2	—	3 Stories	2 Stories (a)
For properties greater than 2 ac			
	Minimum	Maximum	
Tier 1	2 Stories	3 Stories	—
Tier 2	—	3 Stories	2 Stories (a)
Notes: (a) Development shall meet all Additional Heights Incentive Design Standards criteria without exception in order to qualify for any additional height; no variances shall be allowed.			

1

DISTRICT	
WDAE	Wilton Drive Arts and Entertainment District
Criteria for properties less than 2 ac	
SITE DESIGN STANDARDS	
Note: All setbacks identified are measured from the property line	
Streetscape Frontage Setback Requirements	
Wilton Drive	5 feet
Primary Street	5 feet
Secondary Street	5 feet
All Other Streets	5 feet
Pedestrian Realm Frontage Setback Requirements	
Wilton Drive	5 feet
Primary Street	5 feet minimum
Secondary Street	5 feet minimum
All Other Streets	5 feet minimum
FRONTAGE STANDARDS	
Minimum Frontage built on frontage line	65%
Maximum setback for remaining frontage	Frontage Line + 20 feet
Notes: 1. Exceptions may be made by the Planning and Zoning Board only when a public amenity, limited to a publicly-accessible courtyard or plaza, is provided abutting the frontage line.	

2

DISTRICT	
WDAE	Wilton Drive Arts and Entertainment District
Criteria for properties less than 2 ac	
URBAN FORM DESIGN STANDARDS	

Notes: 1. All setbacks identified are measured from the property line. 2. Development shall meet all Site Design Standards, Urban Form Design Standards and pedestrian realm frontage Design Standards criteria without exception in order to qualify for any additional height; no variances shall be allowed.	
Tier 1 Setbacks (Minimum)	
Wilton Drive	5 feet
Primary Street	5 feet minimum
Secondary Street	5 feet minimum
All Other Streets	5 feet minimum
Interior Side	0 feet; 45 feet when abutting single-family use
Rear	10 feet; 45 feet when abutting single-family use (30 feet when abutting single-family use and property is less than 100 feet in depth)
Tier 2 Setbacks (Minimum)	
Wilton Drive and Primary Street	20 feet minimum
Secondary Street	15 feet minimum
All Other Streets	7 feet minimum
Interior Side	0 feet; 55 feet when abutting single-family use
Rear	10 feet; 55 feet when abutting single-family use (40 feet when abutting single-family use and property is less than 100 feet in depth)

1

DISTRICT	
WDAE	Wilton Drive Arts and Entertainment District
Criteria for properties greater than 2 ac	
SITE DESIGN STANDARDS	
Note: All setbacks identified are measured from the property line	
Streetscape Frontage Setback Requirements	
Wilton Drive	5 feet
Primary Street	5 feet
Secondary Street	5 feet
All Other Streets	5 feet
Pedestrian Realm Frontage Setback Requirements	
Wilton Drive	18 feet (5 feet if less than 175 feet in depth)
Primary Street	10 feet minimum
Secondary Street	10 feet minimum
All Other Streets	5 feet minimum
FRONTAGE STANDARDS	
Minimum Frontage built on frontage line	65%
Maximum setback for remaining frontage	Frontage Line + 20 feet
Notes: 1. Exceptions may be made by the Planning and Zoning Board only when a public amenity, limited to a publicly-accessible courtyard or plaza, is provided abutting the frontage line.	

2

DISTRICT	
WDAE	Wilton Drive Arts and Entertainment District
Criteria for properties greater than 2 ac	
URBAN FORM DESIGN STANDARDS	
Notes: 1. All setbacks identified are measured from the property line. 2. Development shall meet all Site Design Standards, Urban Form Design Standards and pedestrian realm frontage Design Standards criteria without exception in order to qualify for any additional height; no variances shall be allowed.	
Tier 1 Setbacks (Minimum)	
Wilton Drive	18 feet (5 feet if less than 175 feet in depth)
Primary Street	10 feet minimum
Secondary Street	10 feet minimum
All Other Streets	5 feet minimum
Interior Side	0 feet; 45 feet when abutting single-family use
Rear	10 feet; 45 feet when abutting single-family use (30 feet when abutting single-family use and property is less than 100 feet in depth)
Tier 2 Setbacks (Minimum)	
Wilton Drive and Primary Street	28 feet minimum
Secondary Street	25 feet minimum
All Other Streets	15 feet minimum
Interior Side	20 feet; 65 feet when abutting single-family use
Rear	10 feet; 65 feet when abutting single-family use

1

DISTRICT	
TOC-N	Transit-Oriented Corridor North District
BOUNDARIES	
The TOC-N District coincides with the area designated TOC on the Future Land Use Plan Map north of NE 26th Street and west of the FEC Railroad right-of-way.	
LOT SIZE	
Minimum lot dimensions	None

2

GENERALIZED PERMITTED USES			
	Permitted	Not Permitted	Notes
Civic	•		With restrictions
Commercial	•		
Freestanding Multifamily		•	
Freestanding Multifamily fronting secondary street and all other streets for properties without primary frontage	•		
Industrial	•		With significant restrictions

Institutional	•		With restrictions
Lodging	•		
Townhomes		•	
Townhomes fronting secondary street and all other streets for properties without primary frontage	•		
Mixed Uses	•		Subject to Section 030-032

1

DISTRICT			
TOC-N	Transit-Oriented Corridor North District		
BUILDING HEIGHTS			
Absolute Maximum Height (Allowable Base Heights + Incentive Additional Heights)			See Article 030-038 — Absolute Maximum Height
	Allowable Base Heights		**Incentive Additional Heights**
For properties less than 2 ac			
	Minimum	Maximum	
Tier 1	1 Story	3 Stories	—
Tier 2	—	3 Stories	1—2 Stories (s)
For properties greater than 2 ac			
	Minimum	Maximum	
Tier 1	2 Stories	3 Stories	—
Tier 2	—	3 Stories	1—2 Stories (s)
Notes: (a) Development shall meet all Additional Heights Incentive Design Standards criteria without exception in order to qualify for any additional height; no variances shall be allowed.			

2

DISTRICT	
TOC-N	**Transit-Oriented Corridor North District**
Criteria for properties less than 2 ac	
SITE DESIGN STANDARDS	
Note: All setbacks identified are measured from the property line.	
Streetscape Frontage Setback Requirements	
Primary Street	5 feet (3 feet if less than 150' in depth)
Secondary Street	5 feet
All Other Streets	5 feet
Pedestrian Realm Frontage Setback Requirements	
Primary Street	10 feet min (8 feet if less than 150' in depth)
Secondary Street	10 feet minimum
All Other Streets	5 feet minimum

FRONTAGE STANDARDS	
Minimum Frontage built on frontage line	65%
Maximum setback for remaining frontage	Frontage Line + 20 feet
Notes: 1. Exceptions may be made by the Planning and Zoning Board only when a public amenity, limited to a publicly-accessible courtyard or plaza, is provided abutting the frontage line.	

1

DISTRICT	
TOC-N	Transit-Oriented Corridor North District
Criteria for properties less than 2 ac	
URBAN FORM DESIGN STANDARDS	
Notes: 1. All setbacks identified are measured from the property line. 2. Development shall meet all Site Design Standards, Urban Form Design Standards and pedestrian realm frontage Design Standards criteria without exception in order to qualify for any additional height; no variances shall be allowed.	
Tier 1 Setbacks (Minimum)	
Primary Street	10 feet min (8 feet if less than 150' in depth)
Secondary Street	10 feet minimum
All Other Streets	7 feet minimum
Interior Side	15 feet; 45 feet when abutting single-family use
Rear	15 feet; 45 feet when abutting single-family use (30 feet when abutting single-family use and property is less than 100 feet in depth)
Tier 2 Setbacks (Minimum)	
Primary Street	15 feet minimum
Secondary Street	15 feet minimum
All Other Streets	7 feet minimum
Interior Side	25 feet; 55 feet when abutting single-family use
Rear	35 feet; 55 feet when abutting single-family use (45 feet when abutting single-family use and property is less than 100 feet. in depth)

2

DISTRICT	
TOC-N	Transit-Oriented Corridor North District
Criteria for properties greater than 2 ac	
SITE DESIGN STANDARDS	
Note: All setbacks identified are measured from the property line.	
Streetscape Frontage Setback Requirements	
Primary Street	5 feet
Secondary Street	5 feet
All Other Streets	5 feet
Pedestrian Realm Frontage Setback Requirements	

Primary Street	20 feet min (8 feet if less than 150' in depth; or 15 feet if less than 175' in depth)
Secondary Street	20 feet minimum
All Other Streets	12 feet minimum
FRONTAGE STANDARDS	
Minimum Frontage built on frontage line	65%
Maximum setback for remaining frontage	Frontage Line + 20 feet
Notes: 1. Exceptions may be made by the Planning and Zoning Board only when a public amenity, limited to a publicly-accessible courtyard or plaza, is provided abutting the frontage line.	

1

DISTRICT	
TOC-N	Transit-Oriented Corridor North District
Criteria for properties greater than 2 ac	
URBAN FORM DESIGN STANDARDS	
Notes: 1. All setbacks identified are measured from the property line. 2. Development shall meet all Site Design Standards, Urban Form Design Standards and pedestrian realm frontage Design Standards criteria without exception in order to qualify for any additional height; no variances shall be allowed.	
Tier 1 Setbacks (Minimum)	
Primary Street	20 feet min (8 feet if less than 150' in depth; or 15 feet if less than 175' in depth)
Secondary Street	20 feet minimum
All Other Streets	12 feet minimum
Interior Side	15 feet; 45 feet when abutting single-family use
Rear	15 feet; 45 feet when abutting single-family use (45 feet when abutting single-family use and property is less than 150 feet in depth)
Tier 2 Setbacks (Minimum)	
Primary Street	35 feet minimum
Secondary Street	25 feet minimum
All Other Streets	12 feet minimum
Interior Side	20 feet; 65 feet when abutting single-family use
Rear	15 feet; 65 feet when abutting single-family use

2

DISTRICT	
TOC-S	Transit-Oriented Corridor South District
BOUNDARIES	
The TOC-S District coincides with the area designated TOC on the Future Land Use Plan Map south of NE 26th Street and west of the FEC Railroad right-of-way.	
LOT SIZE	
Minimum lot dimensions	None

3

GENERALIZED PERMITTED USES			
	Permitted	Not Permitted	Notes
Civic	•		With restrictions
Commercial	•		
Freestanding Multifamily fronting primary street	•		With restriction, must be part of a Mixed-Use project
Freestanding Multifamily fronting secondary street and all other streets for properties without primary frontage	•		
Industrial	•		With significant restrictions
Institutional	•		With restrictions
Lodging	•		
Townhomes fronting primary street	•		With restriction, must be part of a Mixed-Use project
Townhomes fronting secondary street and all other streets for properties without primary frontage	•		
Mixed Uses	•		Subject to Section 030-032

1

DISTRICT			
TOC-S	Transit-Oriented Corridor South District		
BUILDING HEIGHTS			
Absolute Maximum Height (Allowable Base Heights + Incentive Additional Heights)			See Article 030-038 — Absolute Maximum Height
	Allowable Base Heights		**Incentive Additional Heights**
For properties less than 2 ac			
	Minimum	Maximum	
Tier 1	1 Story (a)	3 Stories	—
Tier 2	—	3 Stories	1—2 Stories (b)
For properties greater than 2 ac			
	Minimum	Maximum	—
Tier 1	2 Stories (a)	3 Stories	—
Tier 2	—	3 Stories	1-2 Stories (b)
Notes: (a) 3 stories min for Freestanding Multifamily when fronting a Primary Street Frontage. (b) Development shall meet all Additional Heights Incentive Design Standards criteria without exception in order to qualify for any additional height; no variances shall be allowed.			

2

DISTRICT	
TOC-S	Transit-Oriented Corridor South District
Criteria for properties less than 2 ac	
SITE DESIGN STANDARDS	
Note: All setbacks identified are measured from the property line.	
Streetscape Frontage Setback Requirements	
Primary Street	5 feet
Secondary Street	5 feet
All Other Streets	5 feet
Pedestrian Realm Frontage Setback Requirements	
Primary Street	10 feet min (8 feet if less than 150' in depth)
Secondary Street	10 feet minimum
All Other Streets	5 feet minimum
FRONTAGE STANDARDS	
Minimum Frontage built on frontage line	65%
Maximum setback for remaining frontage	Frontage Line + 20 feet
Notes: 1. Exceptions may be made by the Planning and Zoning Board only when a public amenity, limited to a publicly-accessible courtyard or plaza, is provided abutting the frontage line. 2. Free standing multifamily residential buildings may be set back up to ten (10) feet from the frontage line.	

1

DISTRICT	
TOC-S	Transit-Oriented Corridor South District
Criteria for properties less than 2 ac	
URBAN FORM DESIGN STANDARDS	
Notes: 1. All setbacks identified are measured from the property line. 2. Development shall meet all Site Design Standards, Urban Form Design Standards and pedestrian realm frontage Design Standards criteria without exception in order to qualify for any additional height; no variances shall be allowed.	
Tier 1 Setbacks (Minimum)	
Primary Street	10 feet min (8 feet if less than 150' in depth)
Secondary Street	10 feet minimum
All Other Streets	7 feet minimum
Interior Side	15 feet; 45 feet when abutting single-family use
Rear	15 feet; 45 feet when abutting single-family use (30 feet when abutting single-family use and property is less than 100 feet in depth)
Tier 2 Setbacks (Minimum)	
Primary Street	15 feet minimum
Secondary Street	15 feet minimum
All Other Streets	7 feet minimum
Interior Side	25 feet; 55 feet when abutting single-family use

Rear	35 feet; 55 feet when abutting single-family use (45 feet when abutting single-family use and property is less than 100 feet in depth)

1

DISTRICT	
TOC-S	Transit-Oriented Corridor South District
Criteria for properties greater than 2 ac	
SITE DESIGN STANDARDS	
Note: All setbacks identified are measured from the property line.	
Streetscape Frontage Setback Requirements	
Primary Street	5 feet
Secondary Street	5 feet
All Other Streets	5 feet
Pedestrian Realm Frontage Setback Requirements	
Primary Street	20 feet min (8 feet if less than 150' in depth; or 15 feet if less than 175' in depth)
Secondary Street	20 feet minimum
All Other Streets	12 feet minimum
FRONTAGE STANDARDS	
Minimum Frontage built on frontage line	65%
Maximum setback for remaining frontage	Frontage Line + 20 feet
Notes: 1. Exceptions may be made by the Planning and Zoning Board only when a public amenity, limited to a publicly-accessible courtyard or plaza, is provided abutting the frontage line. 2. Free standing multifamily residential buildings may be set back up to ten (10) feet from the frontage line.	

2

DISTRICT	
TOC-S	Transit-Oriented Corridor South District
Criteria for properties greater than 2 ac	
URBAN FORM DESIGN STANDARDS	
Notes: 1. All setbacks identified are measured from the property line. 2. Development shall meet all Site Design Standards, Urban Form Design Standards and pedestrian realm frontage Design Standards criteria without exception in order to qualify for any additional height; no variances shall be allowed.	
Tier 1 Setbacks (Minimum)	
Primary Street	20 feet min (8 feet if less than 150' in depth; or 15 feet if less than 175' in depth)
Secondary Street	20 feet minimum
All Other Streets	12 feet minimum
Interior Side	15 feet; 45 feet when abutting single-family use

Rear	15 feet; 45 feet when abutting single-family use (45 feet when abutting single-family use and property is less than 150 feet in depth)
Tier 2 Setbacks (Minimum)	
Primary Street	35 feet minimum
Secondary Street	25 feet minimum
All Other Streets	12 feet minimum
Interior Side	20 feet; 65 feet when abutting single-family use
Rear	15 feet; 65 feet when abutting single-family use

1

DISTRICT	
TOC-E	Transit-Oriented Corridor East District
BOUNDARIES	
The TOC-E District coincides with the area designated TOC on the Future Land Use Plan Map east of the FEC Railroad right-of-way, excluding the area north of NE 26th Street and west of NE 14th Avenue, excluding the area south of NE 25th Street and east of NE east of NE 13th Avenue, and excluding Colahatchee Park.	
LOT SIZE	
Minimum lot dimensions	None

2

GENERALIZED PERMITTED USES			
	Permitted	Not Permitted	Notes
Civic	•		With restrictions
Commercial	•		
Freestanding Multifamily fronting primary street	•		With restriction, must be part of a Mixed-Use project
Freestanding Multifamily fronting secondary street and all other streets for properties without primary frontage	•		
Industrial		•	
Institutional	•		With restrictions
Lodging	•		
Townhomes fronting primary street	•		With restriction, must be part of a Mixed-Use project
Townhomes fronting secondary street and all other streets for properties without primary frontage	•		
Mixed Uses	•		Subject to Section 030-032

3

DISTRICT

TOC-E	Transit-Oriented Corridor East District		
BUILDING HEIGHTS			
Absolute Maximum Height (Allowable Base Heights + Incentive Additional Heights)			See Article 030-038 — Absolute Maximum Height
	Allowable Base Heights		Incentive Additional Heights
For properties less than 2 ac			
	Minimum	Maximum	
Tier 1	1 Story (a)	3 Stories	—
Tier 2	—	3 Stories	1—2 Stories (b)
For properties greater than 2 ac			
	Minimum	Maximum	
Tier 1	2 Stories (a)	3 Stories	—
Tier 2	—	3 Stories	1—2 Stories (b)
Notes: (a) 3 stories min for Freestanding Multifamily when fronting a Primary Street Frontage. (b) Development shall meet all Additional Heights Incentive Design Standards criteria without exception in order to qualify for any additional height; no variances shall be allowed.			

1

DISTRICT	
TOC-E	Transit-Oriented Corridor East District
Criteria for properties less than 2 ac	
SITE DESIGN STANDARDS	
Note: All setbacks identified are measured from the property line.	
Streetscape Frontage Setback Requirements	
Primary Street	5 feet
Secondary Street	5 feet
All Other Streets	5 feet
Pedestrian Realm Frontage Setback Requirements	
Primary Street	10 feet min (8 feet if less than 150' in depth)
Secondary Street	10 feet minimum
All Other Streets	5 feet minimum
FRONTAGE STANDARDS	
Minimum Frontage built on frontage line	65%
Maximum setback for remaining frontage	Frontage Line + 20 feet
Notes: 1. Exceptions may be made by the Planning and Zoning Board only when a public amenity, limited to a publicly-accessible courtyard or plaza, is provided abutting the frontage line. 2. Free standing multifamily residential buildings may be set back up to ten (10) feet from the frontage line.	

2

DISTRICT	
TOC-E	Transit-Oriented Corridor East District
Criteria for properties less than 2 ac	

URBAN FORM DESIGN STANDARDS	
Notes: 1. All setbacks identified are measured from the property line. 2. Development shall meet all Site Design Standards, Urban Form Design Standards and pedestrian realm frontage Design Standards criteria without exception in order to qualify for any additional height; no variances shall be allowed.	
Tier 1 Setbacks (Minimum)	
Primary Street	10 feet min (8 feet if less than 150' in depth)
Secondary Street	10 feet minimum
All Other Streets	5 feet minimum
Interior Side	15 feet; 45 feet when abutting single-family use
Rear	15 feet; 45 feet when abutting single-family use (30 feet when abutting single-family use and property is less than 100 feet in depth)
Tier 2 Setbacks (Minimum)	
Primary Street	15 feet minimum
Secondary Street	15 feet minimum
All Other Streets	7 feet minimum
Interior Side	25 feet; 55 feet when abutting single-family use
Rear	35 feet; 55 feet when abutting single-family use (45 feet when abutting single-family use and property is less than 100 feet in depth)

1

DISTRICT	
TOC-E	Transit-Oriented Corridor East District
Criteria for properties greater than 2 ac	
SITE DESIGN STANDARDS	
Note: All setbacks identified are measured from the property line.	
Streetscape Frontage Setback Requirements	
Primary Street	5 feet
Secondary Street	5 feet
All Other Streets	5 feet
Pedestrian Realm Frontage Setback Requirements	
Primary Street	20 feet min (8 feet if less than 150' in depth; or 15 feet if less than 175' in depth)
Secondary Street	20 feet minimum
All Other Streets	12 feet minimum
FRONTAGE STANDARDS	
Minimum Frontage built on frontage line	65%
Maximum setback for remaining frontage	Frontage Line + 20 feet
Notes: 1. Exceptions may be made by the Planning and Zoning Board only when a public amenity, limited to a publicly-accessible courtyard or plaza, is provided abutting the frontage line. 2. Free standing multifamily residential buildings may be set back up to ten (10) feet from the frontage line.	

1

DISTRICT	
TOC-E	Transit-Oriented Corridor East District
Criteria for properties greater than 2 ac	
URBAN FORM DESIGN STANDARDS	
Notes: 1. All setbacks identified are measured from the property line. 2. Development shall meet all Site Design Standards, Urban Form Design Standards and pedestrian realm frontage Design Standards criteria without exception in order to qualify for any additional height; no variances shall be allowed.	
Tier 1 Setbacks (Minimum)	
Primary Street	20 feet min (8 feet if less than 150' in depth; or 15 feet if less than 175' in depth)
Secondary Street	20 feet minimum
All Other Streets	12 feet minimum
Interior Side	15 feet; 45 feet when abutting single-family use
Rear	15 feet; 45 feet when abutting single-family use (45 feet when abutting single-family use and property is less than 150 feet in depth)
Tier 2 Setbacks (Minimum)	
Primary Street	35 feet minimum
Secondary Street	25 feet minimum
All Other Streets	12 feet minimum
Interior Side	20 feet; 65 feet when abutting single-family use
Rear	15 feet; 65 feet when abutting single-family use

2

DISTRICT	
TOC-W	Transit-Oriented Corridor West District
BOUNDARIES	
The TOC-W District coincides with the area designated TOC on the Future Land Use Plan Map including the area along the south side of Oakland Park Boulevard, between Interstate 95 and NE 6th Avenue and along both sides of Andrews Avenue, between Oakland Park Boulevard and the South Fork of the Middle River.	
LOT SIZE	
Minimum lot dimensions	None

3

GENERALIZED PERMITTED USES			
	Permitted	Not Permitted	Notes
Civic	•		With restrictions
Commercial	•		
Freestanding Multifamily fronting primary street	•		With restriction, must be part of a Mixed-Use project
Freestanding Multifamily secondary street and all	•		

other streets for properties without primary frontage			
Industrial		•	
Institutional	•		With restrictions
Lodging	•		
Townhomes fronting primary street	•		With restriction, must be part of a Mixed-Use project
Townhomes fronting secondary street and all other streets for properties without primary frontage	•		
Mixed Uses	•		Subject to Section 030-032

1

DISTRICT			
TOC-W	Transit-Oriented Corridor West District		
BUILDING HEIGHTS			
Absolute Maximum Height (Allowable Base Heights + Incentive Additional Heights)			See Article 030-038 — Absolute Maximum Height
	Allowable Base Heights		**Incentive Additional Heights**
For properties less than 2 ac			
	Minimum	Maximum	
Tier 1	1 Story (a)	3 Stories (b)	
Tier 2	—	1 Story	2 Stories (b)
For properties greater than 2 ac			
	Minimum	Maximum	
Tier 1	2 Stories (a)	3 Stories (b)	—
Tier 2	—	1 Story (b)	2 Stories (b)
Notes: (a) 3 stories min for Freestanding Multifamily when fronting a primary street frontage. (b) Development shall meet all Additional Heights Incentive Design Standards criteria without exception in order to qualify for any additional height; no variances shall be allowed.			

2

DISTRICT	
TOC-W	Transit-Oriented Corridor West District
Criteria for properties less than 2 ac	
SITE DESIGN STANDARDS	
Note: All setbacks identified are measured from the property line.	
Streetscape Frontage Setback Requirements	
Primary Street	5 feet
Secondary Street	5 feet
All Other Streets	5 feet

Pedestrian Realm Frontage Setback Requirements	
Primary Street	10 feet min (8 feet if less than 150' in depth)
Secondary Street	10 feet minimum
All Other Streets	7 feet minimum
FRONTAGE STANDARDS	
Minimum Frontage built on frontage line	65%
Maximum setback for remaining frontage	Frontage Line + 20 feet
Notes: 1. Exceptions may be made by the Planning and Zoning Board only when a public amenity, limited to a publicly-accessible courtyard or plaza, is provided abutting the frontage line. 2. Free standing multifamily residential buildings may be set back up to ten (10) feet from the frontage line.	

1

DISTRICT	
TOC-W	Transit-Oriented Corridor West District
Criteria for properties less than 2 ac	
URBAN FORM DESIGN STANDARDS	
Notes: 1. All setbacks identified are measured from the property line. 2. Development shall meet all Site Design Standards, Urban Form Design Standards and pedestrian realm frontage Design Standards criteria without exception in order to qualify for any additional height; no variances shall be allowed. 3. For properties fronting a waterway greater than or equal to 60 feet in width, the setback shall be 15' from seawall; if less than 60 feet, the setback shall be set forth below.	
Tier 1 Setbacks (Minimum)	
Primary Street	10 feet min (8 feet if less than 150' in depth)
Secondary Street	10 feet minimum
All Other Streets	5 feet minimum
Interior Side	15 feet; 45 feet when abutting single-family use
Rear	15 feet; (30 feet when abutting single-family use and property is less than 100 feet in depth; 45 feet when abutting single-family use and property is greater than 100 feet in depth and less than 150 feet in depth)
Tier 2 Setbacks (Minimum)	
Primary Street	15 feet
Secondary Street	15 feet
All Other Streets	15 feet
Interior Side	15 feet; 45 feet when abutting single-family use
Rear	35 feet; 65 feet when abutting single-family use (55 feet when abutting single-family use and property is less than 150 feet in depth)

2

DISTRICT	
TOC-W	Transit-Oriented Corridor West District

Criteria for properties greater than 2 ac	
SITE DESIGN STANDARDS	
Note: All setbacks identified are measured from the property line.	
Streetscape Frontage Setback Requirements	
Primary Street	5 feet
Secondary Street	5 feet
All Other Streets	5 feet
Pedestrian Realm Frontage Setback Requirements	
Primary Street	18 feet min (8 feet if less than 150' in depth; or 15 feet if less than 175' in depth)
Secondary Street	18 feet minimum
All Other Streets	12 feet minimum
FRONTAGE STANDARDS	
Minimum Frontage built on frontage line	65%
Maximum setback for remaining frontage	Frontage Line + 20 feet
Notes: 1. Exceptions may be made by the Planning and Zoning Board only when a public amenity, limited to a publicly-accessible courtyard or plaza, is provided abutting the frontage line. 2. Free standing multifamily residential buildings may be set back up to ten (10) feet from the frontage line.	

1

DISTRICT	
TOC-W	Transit-Oriented Corridor West District
Criteria for properties greater than 2 ac	
URBAN FORM DESIGN STANDARDS	
Notes: 1. All setbacks identified are measured from the property line. 2. Development shall meet all Site Design Standards, Urban Form Design Standards and pedestrian realm frontage Design Standards criteria without exception in order to qualify for any additional height; no variances shall be allowed. 3. For properties fronting a waterway greater than or equal to 60 feet in width, the setback shall be 15' from seawall; if less than 60 feet, the setback shall be set forth below.	
Tier 1 Setbacks (Minimum)	
Primary Street	18 feet min (8 feet if less than 150' in depth; or 15 feet if less than 175' in depth)
Secondary Street	18 feet minimum
All Other Streets	12 feet minimum
Interior Side	15 feet; 45 feet when abutting single-family use
Rear	15 feet; 45 feet when abutting single-family use
Tier 2 Setbacks (Minimum)	
Primary Street	35 feet
Secondary Street	25 feet
All Other Streets	32 feet
Interior Side	20 feet; 65 feet when abutting single-family use
Rear	45 feet; 60 feet when abutting single-family use

Pedestrian Realm Frontage Design Standards

(A) The Development Review Committee may approve additional pedestrian realm frontage requirements at the time of site plan approval upon its determination that the additional width will provide for greater pedestrian amenities, such as but not limited to, a plaza or expanded outdoor dining and entertainment area, and will not compromise the sense of street enclosure.

(B) The Planning and Zoning Board, when considering a site plan application, may eliminate or reduce the depth of the pedestrian realm frontage up to a maximum of three (3) feet upon lots that would have a buildable depth of less than one hundred sixty (160) feet, without the need for a variance or exception, provided that the waiver or reduction is needed to accommodate a parking structure with a liner building fronting the street, or otherwise is required in order for the site to accommodate a building of at least two (2) stories in height.

(C) It is not the intent of this Section to require demolition or alteration of an existing building in order to create a pedestrian realm frontage. The Planning and Zoning Board may approve alternate streetscape frontage requirements in these instances.

(D) The pedestrian realm frontage shall be comprised of a publicly accessible, continuous paved area, with a minimum paved coverage of sixty-five (65) percent. The pedestrian realm frontage shall contain furnishings including bicycle racks, street furniture, landscaping and planters, outdoor lighting, and may include outdoor dining and other pedestrian amenities. When fronting Wilton Drive, all amenities provided within the pedestrian realm frontage shall be consistent with the Wilton Drive Streetscape Plan.

(E) The Streetscape Frontage area within the pedestrian realm frontage shall be improved consistent with the requirements of any applicable adopted streetscape master plan designated for its street. Where such a master plan does not exist, the Streetscape Frontage shall be entirely landscaped, except where a minimum six (6) foot wide sidewalk may be provided for public access where a sidewalk does not already exist. The streetscape frontage shall be maintained entirely free of any permanent objects or obstructions. The streetscape frontage shall be landscaped with low shrubs, groundcovers and trees pursuant to this Article. The streetscape frontage may include street furniture limited to benches, trash receptacles and bus shelters.

(F) The Planning and Zoning Board may approve alternate streetscape frontage requirements for parcels exceeding two (2) gross acres that abut the FEC Railroad right-of-way, and on irregularly shaped lots, provided the Planning and Zoning Board finds the alternatives are consistent with the intent of this Article.

Additional Height Incentive Design Standards

To receive additional height, properties shall meet all eight (8) of the following criteria along with one (1) optional requirement, without exception. No variances shall be granted for any of the following:

(A) The project must be mixed-use.

(B) *Open space dedication.* A minimum of ten (10) percent of the total lot area is required for any open space dedications to create publicly accessible open space open to the general public including plazas and courtyards with fountains or public art installations to create quality public space for people to gather at no charge. Open space shall mean plazas, courtyards and any other public space where people can gather, in addition to rooftops.

(C) *Enhanced landscaping.* Additional twenty-five (25) percent of height of trees, palms and landscaping above minimum code requirements, and additional twenty-five (25) percent of the required number of trees, palms and landscaping, and integrate landscaping into the existing palate of the roadway as well as public spaces within the development. The trees, palms and landscaping must be Florida native and/or drought tolerant.

(D) Building shall meet Green Building Code requirements as identified in Article 170 with double the points of each use identified in the Article.

(E) Inclusion of arcades or other acceptable weather protection for pedestrians.

(F) Provide enhanced drainage on site that exceeds Broward County code requirements; the onsite stormwater system should show that the ten-year three-day storm does not exceed the lowest catch basin rim and that the fifty-year three-day storm does not exceed the site berm or provide at least ten (10) percent additional pervious area beyond the requirements in Section 030-090.

(G) At least two (2) parking spaces dedicated to ride share within the project area. The two (2) ride share parking spaces shall be inclusive of two (2) required standard parking spaces.

(H) Affordable housing component. For projects requesting additional stories, a minimum of two point five (2.5) percent of the total proposed residential units shall be dedicated as affordable housing or payment in lieu of the two point five (2.5) percent dedication in the amount of $50,000.00 per unit for the total number of units dedicated as affordable units. A hotel shall be exempt from the affordable housing component. If a project provides payment in lieu of, the monies shall be deposited into the City of Wilton Manors Affordable Housing Trust Fund. Effective October 1 of each year, the payment in lieu of fee shall be adjusted by the change in the Consumer Price Index (CPI), Miami-Fort Lauderdale-West Palm Beach, all items for December of the previous calendar year. If a project constructs the affordable housing units. the units shall be part of the project and shall remain affordable for a minimum of thirty (30) years from the date of issuance of a Certificate of Occupancy for the project. A declaration of restrictive covenant shall be entered into with the City prior to the issuance of the first building permit. The restrictive covenant shall run with the land and be binding on the developer's heirs, successors, assigns, and transferees. The restrictive covenant is subject to review and approval of the City Commission and, at a minimum will require an opinion of title or similar evidence of the status of title and encumbrances. In the event an affordable housing component is provided hereunder, no additional payment shall be required under Section 080-090 ULDR.

(I) In addition to the required criteria, one of the following additional criteria shall be provided from the following, without exception:

(1) A minimum of two (2) art installments accessible to the public as outlined in an adopted Public Arts Policy by the City Commission. In the event a Public Arts Policy is not adopted by the City Commission, the minimum of two (2) art installments accessible to the public may be approved by the Community Development Service Director. This can include, but not be limited to, public art, mural, water fountain, or artistic installation;

(2) Alternate transportation or multi-modal infrastructure in addition to pedestrian and bicycle facilities; or

(3) Water/drainage alternate site design components to include extensive use of bioswales (provided they are not located within the Pedestrian Realm frontage area) in conjunction with other low-impact development strategies, or use of grey water.

(J) Notwithstanding anything contained herein to the contrary, a stand-alone hotel that is not part of a mixed use development, and is a permitted use, shall be entitled to receive additional height by meeting the requirements of Section 030-038 (C), (D), (F), and (G), in addition to one of the criteria set forth in Section 030-038(1).

Sec. 030-041. Site design standards.

(A) Site design shall incorporate safe and convenient vehicular use areas and pedestrian ways, with canopy trees with adequate provisions for root growth, shrubs and landscaping, lighting, sidewalks and other pedestrian amenities, signage and other site elements intended to result in a comprehensive, compatible design.

(B) Site design shall promote principles of Crime Prevention Through Environmental Design (CPTED) as promulgated by the Office of the Attorney General of the State of Florida, including:

(1) *Natural access control.* Through use of sidewalks, pavement, lighting and landscaping to clearly guide the public to and from entrances and exits.

(2) *Territorial reinforcement.* Through use of pavement treatments, landscaping, art, signage, screening and fences to define and outline ownership of property.

(3) *Natural surveillance/visibility.* Through placement and design of physical features to maximize visibility; through placement of persons and/or activities to maximize surveillance possibilities; and through lighting to provide nighttime illumination of parking lots, walkways, entrances and exits.

(4) *Maintenance.* Through use of low maintenance landscaping and lighting treatment to facilitate CPTED principles of natural surveillance, natural access control and territorial reinforcement.

(5) Defensible space.

(C) *Overhead utilities.* Site design shall include relocation of overhead utilities underground unless waived by the City Commission. All new development and redevelopment shall require all utilities within the property to be underground.

(D) *Loading areas, mechanical equipment, transformer boxes, dumpster enclosures.* Structures and uses that are required in in this Article to be screened shall not be located adjacent to a frontage line, and shall not be visible from any public rights-of-way.

(E) Lighted landscaping and signage shall direct glare away from pedestrian and vehicular areas and be shielded.

(F) Outdoor vending machines are not permitted in any street-side yard, and shall not be visible from any public rights-of-way.

(G) Surface parking shall be set back a minimum of ten (10) feet from every frontage line and eight (8) feet from any pedestrian amenity area.

(H) When abutting a residential parcel with less than three (3) residential units, fronting building facades shall provide permanent architectural features or be designed in a manner to prevent visibility onto abutting properties.

(I) *Street activation.* First floor activities shall activate streets socially and economically to enhance the general public health and maximize social interaction.

Sec. 030-050. Building design provisions.

(A) Appurtenances may be permitted to extend above the building height limit for a distance sufficient to accommodate building design and screening for mechanical equipment such as elevator shafts and cooling towers and condensers, as provided in Section 045-020.

(B) Transition lines shall be provided at the top of the first tier of a multiple-story building. Transition lines can be expressed by a material change, trim line, balcony, etc., and may be detailed to accommodate an awning or other architectural facade element.

(C) *Architectural style.* ~~The City does hereby adopt by reference the Wilton Manors Main Street Design Guidelines endorsed by the City Commission on October 10, 2006.~~ A copy of ~~the~~ Urban Center Mixed Use District adopted design guidelines ~~publication is~~ are available at the Department of Community Development Services.

(D) *Prohibited design themes.* Pre-designed or standardized corporate designs, and fantasy architecture (ships, animals, castles, etc.) are not acceptable within the Urban Center Districts. Custom-designed corporate architecture is encouraged and permitted.

(E) *Facade design.* Facade elements shall be arranged in an orderly manner. Porticos, awnings, loggias, colonnades, terraces, balconies, and balcons are encouraged to reduce massing and provide visual appeal to building design.

(F) *Roof standards.* Sloped roofs shall be within a 4:12 to 12:12 slope range. Flat roofs may be used for balconies and shall have railings. Parapet walls shall enclose flat roofs not used as balconies and shall conceal mechanical equipment.

(G) *Finish materials standards.* The primary exterior finish materials on all facades shall be limited to stucco (including synthetics), stone, tile, masonry, or other similar materials, appropriate for the design, as approved by the Director of Community Development Services, or designee. Exposed, non-textured flat masonry block is not an acceptable exterior finish material. All materials shall be true and durable; foam trims and applications shall not be allowed.

(H) *Mechanical equipment screening.* Building design shall include appropriate screening for mechanical equipment. Screening for such mechanical equipment shall be designed as an integral part of the building and located away from a frontage line.

(I) *Entrance standards.* Buildings shall have a principal pedestrian entrance facing a frontage line. Storefronts shall have their principal pedestrian entrance facing a frontage line.

(1) Each ground story dwelling unit shall be accessed directly from the sidewalk. A stoop entrance, elevated between two (2) and three (3) feet above sidewalk grade is required unless a private, gated and fenced yard at least eight (8) feet in depth is provided for each unit. Stoops and fenced yards are permitted to encroach into the pedestrian realm frontage on secondary street only up to a maximum of five (5) feet. Individual porches are permitted to front streets other than primary and secondary streets as defined in this Article if elevated between two (2) and three (3) feet from sidewalk grade.

(2) Lobby entrances to multiple dwelling units ~~may be at sidewalk grade and~~ shall front the right-of-way.

(3) Courtyards that open to the sidewalk shall not be limited in width provided the remainder of the building is constructed on the frontage line.

(J) *Building frontage standards.*

(1) Buildings shall address the street at the pedestrian level and be built at a human scale.

(2) Buildings shall be aligned to the greatest extent possible with frontage lines.

(3) Buildings shall be oriented to front towards public rights-of-way to the greatest extent possible.

Primary street and secondary street sixty-five (65) percent of street frontage. Other streets more than fifty (50) percent.

(4) Where abutting buildings have dissimilar frontage setbacks, the property with the least restrictive frontage setback shall transition the setback of its façade so as to not create any side walls greater than five (5) feet in depth perpendicular to the frontage line.

(K) *Private open space.* Buildings shall form and protect private open space. To accomplish this, private courtyards, outdoor dining areas, plazas, and arcades are encouraged. Private open space shall not be used to meet the requirements of public amenity areas required as a condition of obtaining additional height.

(L) *Parking structures.* Parking structures shall be placed behind liner buildings at frontage lines without exception; and they shall be architecturally designed at the frontage line to appear as part of the building facade. Liner buildings shall be designed to accommodate active uses; habitable spaces limited to uses such as walkways and corridors shall not qualify as a liner building. The design of parking structures shall complement other structures on-site and shall be incorporated into the overall site and building design for compatibility.

(M) *Facade and architectural projections standards.*

(1) First floor facades of mixed-use or non-residential buildings shall be a minimum of sixty-five (65) percent glass, with architectural elements and signage integrally designed. All windows along the building façade shall be clear or lightly tinted. At least seventy (70) percent of the first floor facade shall be fenestrated from an elevation of two (2) feet to eight (8) feet above sidewalk grade.

(2) All facades not on frontage lines shall incorporate the same surface materials and similar design elements and proportions, with attractive entrances and consideration for pedestrian pass-throughs such as arcades. Blank walls exceeding six-hundred (600) square feet in surface area shall not be allowed.

(3) Only when fronting primary and secondary streets:

a. Signature architectural elements structurally integral to the design of the facade and intended to provide shade and protection from inclement weather may extend forward of the frontage line within the pedestrian realm frontage line but not closer than ten (10) feet to the rear edge of the streetscape frontage.

b. Awnings, canopies, balconies and architectural elements may extend forward of the frontage line within the pedestrian realm frontage forward of the frontage line up to eight (8) feet.

c. Ground floor awnings, canopies, and architectural elements may be as close as three (3) feet to any interior and rear property line.

For all other streets, awnings, canopies, balconies and architectural elements may extend forward of the frontage line up to two (2) feet.

(4) Awnings used in conjunction with a balcony above the first floor shall not extend beyond the balcony railing.

(5) First floor awnings shall be no more than ten (10) feet in height, measured to the lower drip edge of the awning, from finished grade directly beneath such awning.

(6) Buildings located on corner lots at intersections and buildings abutting accessways may require a chamfered or rounded facade for visibility purposes. Such requirement shall be determined by the Director of Community Development Services, or designee, using the principles and standards set forth in this Article.

(N) *Commercial uses restriction in setbacks.* No outdoor commercial uses are allowed within any setback facing a single-family residential property.

(O) *Additional site features.* No dumpster enclosure, generator or mechanical equipment shall be located within the required setback facing a single-family residential property.

(P) *Build out of commercial space(s).* Commercial tenant spaces shall be designed and constructed with flexible infrastructure to accommodate future uses.

Sec. 030-060. Off-street parking requirements.

(A) Required parking for uses not described herein shall be provided as required in Article 135, Off-Street Parking. For the purposes of this Section, required parking shall be determined based on gross building area.

(B) *Commercial uses:*

(1) Retail (WDAE):

a. Existing buildings that increase in overall size and new buildings: No parking required.

(2) Retail (TOC-N, TOC-S, TOC-E, and TOC-W):

a. Existing buildings that do not increase in overall size by more than twenty (20) percent: No additional parking required.

b. New Buildings and existing buildings that increase in overall size by more than twenty (20) percent: One space per five hundred (500) square feet.

(3) Office (WDAE, TOC-N, TOC-S, TOC-E, and TOC-W):

a. Existing buildings that do not increase in overall size by more than twenty (20) percent: No additional parking required.

b. New buildings and existing buildings that increase in overall size by more than twenty (20) percent: One per three hundred (300) square feet.

(4) Restaurants (TOC-N, TOC-S, TOC-E, and TOC-W):

a. Sit-down dining in existing, existing buildings that increase in overall size by more than twenty (20) percent and new buildings: Three (3) spaces per one thousand (1,000) square feet.

b. Take-out dining or counter service food establishments in existing, existing buildings that increase in overall size by more than twenty (20) percent and new buildings that have a customer service area of three hundred (300) square feet or less: One space per three hundred (300) square feet or less of customer service area plus one additional space for the overall establishment. Restaurants with customer service areas greater than 300 square feet will be required to meet the requirements of [Subsection] (4)a, above. Customer service area is defined in Section 135-080.

(5) Restaurants (WDAE):

a. Sit-down dining, take out dining or counter service food establishments in existing, existing buildings that increase in overall size by more than twenty (20) percent and new buildings: One (1) space per five hundred (500) square feet.

(6) Bar, lounge or nightclub (TOC-N, TOC-S, TOC-E, and TOC-W):

a. Existing buildings that increase in overall size by more than twenty (20) percent and new buildings: One (1) space per one hundred (100) square feet.

(7) Bar, lounge or nightclub (WDAE):

a. Existing buildings that increase in overall size by more than twenty (20) percent and new buildings: One (1) space per five hundred (500) square feet.

(8) Personal service establishment (WDAE, TOC-N, TOC-S, TOC-E, and TOC-W):

a. One (1) space per four hundred (400) square feet.

(9) Clinic, medical clinic (WDAE, TOC-N, TOC-S, TOC-E, and TOC-W):

a. One (1) space per four hundred (400) square feet.

(C) In reference to all requirements in Subsection B: Change in ownership, use or occupancy will require compliance with these regulations. Credit will be considered for prior satisfaction of these regulations through payment in lieu provided for parking or otherwise paid to the extent that parking was provided.

(D) Compact, motorcycle, and scooter parking may not exceed fifteen (15) percent of all required standard parking spaces within the WDAE, TOC-N, TOC-S, TOC-E, and TOC-W zoning districts.

Notwithstanding anything contained herein to the contrary, a change of use within the TOC-N and TOC-S Districts will not require provision of additional parking pursuant to Section 135-060 unless the principal building increases in size by more than twenty (20) percent, or if the new use is a food and/or beverage establishment, bar, lounge or nightclub, which must meet the requirements of Section 030-110.

(D) *Dwelling. Multi-family:*

(1) Freestanding dwellings or part of a mixed-use building—~~One and one-half (1.5)~~ one point two five (1.25) spaces per each residential unit.

(2) Multi-family units designated as affordable housing—One (1) space per affordable housing designated unit.

(E) *Hotel or motel:* Zero point seventy-five (0.75) space per each room/key.

(F) *Outdoor dining and sidewalk cafes:* Three (3) spaces per one thousand (1,000) square feet is required for outdoor dining areas and sidewalk cafes greater than two hundred (200) square feet when such uses are accessory to a larger food, beverage, or restaurant use, in the WDAE, and one space per one hundred (100) square feet for outdoor dining areas or sidewalk cafes associated with a bar, lounge or nightclub greater than two hundred (200) square feet in the TOC-N, TOC-S, TOC-E, and TOC-W.

(G) *Train station:* Twenty (20) spaces or one space per 200 square feet of gross floor area, whichever is greater. Additional uses, co-located within a train station parcel or development, require additional parking pursuant to this Article.

(H) In the event the Director approves a parking needs analysis, justifying an alternative parking generation rate(s) pursuant to Section 135-040, Alternative parking generation standards, the applicant shall pay a fee in lieu of parking based on the difference between required and provided parking, or provide alternative parking area(s) to accommodate required parking needs. For example, if one hundred (100) spaces are required and eighty (80) spaces are provided based on approval of a parking needs analysis, the applicant shall pay a fee in lieu of parking equal to the value of twenty (20) spaces (the difference between required and provided parking). The fee to be paid shall be a one-time fee as established by the City Commission and shall be paid in accordance with the procedure established by the City Commission. The payment in lieu of parking option shall not exceed seventy-five (75) percent of the required parking.

(I) *On-street parking.* On-street parking abutting a lot on which the business is located shall not count toward fulfilling the parking requirement of that lot.

(J) *Valet parking.* Valet parking and the stacking of vehicles shall be permitted in accordance with Section 135-020(I).

(K) *Joint use and off-site facilities.* Joint use and off-site facilities shall be permitted in accordance with Section 135-030.

(L) *Parking design standards and off-street loading facilities.* Certain parking design standards and off-street loading facilities requirements found elsewhere in the ULDR may be waived by the Director of Community Development Services, or designee, when such standards conflict with the character and nature of the Urban Center Districts. An example of such a standard would be a requirement for adjacent developments to connect parking aisles for cross access between properties. Some buildings could be built too close together to provide for such connection. Another example of such a standard would be requiring a loading area. Some businesses do not receive deliveries from vehicles that require the space provided by a loading area.

(1) All parking areas shall be used for vehicular parking only. No sales, rental, storage, repair, dismantling, or service areas shall be located in parking areas.

(2) Driveways, accessways, and access aisles shall be interconnected with existing driveways, accessways, and access aisles in parking areas on abutting developed properties to the greatest extent possible. Where abutting properties are developed in such a manner that interconnection of driveways, accessways, and access aisles is physically impossible, no connection shall be required.

(3) Pedestrian circulation shall be considered in the design of parking areas. Pedestrian crosswalks shall be provided where necessary and appropriate, shall be distinguished by textured or special paving, such as brick pavers or stamped concrete, and shall be integrated into the pedestrian network of sidewalks and walkways.

(4) Parking areas shall be designed to not allow vehicles to back directly onto public rights-of-way.

(5) Surface and structured parking facilities shall be set back at least ten (10) feet from each frontage line.

(6) Parking exposure on a frontage line shall be an opening no greater than twenty-five (25) feet to allow for pedestrian and vehicular access.

(7) Buildings elevated over surface parking areas shall not be permitted on frontage lines unless a building facade screens the surface parking from view within the public rights-of-way.

Sec. 030-061. Planned train station development—Parking exceptions.

(A) *Development standards.* The development standards of the applicable Urban Center District shall apply, except as follows:

(1) Off-street parking requirements for retail, dining and personal service uses that are integrated into the train station site design shall be waived provided that the standard parking requirement for such uses would not exceed twenty (20) percent of the amount of parking provided for train commuters, and provided that a minimum of twenty (20) spaces or one space per two hundred (200) square feet of gross floor area, whichever is greater are provided.

Example:

Min. number of spaces devoted to parking for train station commuters	Retail, dining and personal service use exempt from parking requirements:
100 spaces	5,000 square feet
150 spaces	7,500 square feet
200 spaces	10,000 square feet

Sec. 030-062. Payment in lieu of parking.

(A) *Applicability.* Properties with existing buildings as of the date of the adoption of this ordinance, shall be able to utilize the payment in lieu of process. Any new development or redevelopment where a new building is constructed is required to meet the parking standards set forth in this Article.

(B) *Payment.* In the event the Director of Community Development Services, or designee, authorizes a payment in lieu of parking, the applicant shall pay a fee per parking space based on the difference between required and provided parking. For food and beverage establishment projects two thousand (2,000) square feet or less, and outdoor dining areas, the fee shall be reduced by fifty (50) percent. The fee shall be paid at the time of final site plan approval or upon issuance of a building permit, whichever shall occur first. The payment of the parking fee shall be in addition to all other fees, charges or assessments. The payment in lieu of parking option shall not exceed seventy-five (75) percent of the required parking twenty (20) parking spaces, whichever is less. The fee is determined and may be modified by resolution of the City Commission.

(C) *Trust fund.* The City Commission hereby creates the "Parking Fee Trust Account" which shall be maintained separate and apart from all other City accounts. Payments in lieu of parking shall, upon receipt by the City, be deposited into the Parking Fee Trust Account immediately upon receipt. The monies deposited into the Parking Fee Trust Account shall be used solely for the purpose of providing growth-necessitated capital improvements to the City's Parking System including, but not limited to:

(1) Land acquisition, including any cost of acquisition.

(2) Fees for professional services, including but not limited to architecture, engineering, surveying, landscaping, soils and material testing, legal, appraisals, and construction management.

(3) Design and construction documents.

(4) Site development and on-site and off-site improvements incidental to the construction thereto.

(5) Any permitting or application fees necessary for the construction.

(6) Design and construction of parking for recreational facilities.

(7) Design and construction of drainage facilities required by the construction of parking facilities or improvements thereto.

(8) Relocating utilities required by the construction of parking facilities or improvements or additions thereto.

(9) Landscaping in parking and pedestrian areas.

(10) Acquisition of capital equipment for the City Parking System.

(11) Repayment of monies borrowed from any budgetary fund of the City which were used to fund growth necessitated capital improvements to the City Parking System as provided herein.

(12) Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the City to fund growth-necessitated improvements and additions to the City Parking System subsequent to the effective date of this Ordinance.

(13) Costs related to the administration, collection, and implementation of the parking impact fees.

Sec. 030-070. Fences and walls.

(A) Fences are useful for separating uses, defining transitions from the public sidewalk to private property, guiding pedestrians to entrances, and screening unsightly views. Fences shall be subject to the provisions of this Article, except as follows.

(B) Chain-link fences are prohibited.

(C) Decorative fencing is permitted in all Urban Center Districts, and is the only type of fencing permitted in any front yard. Decorative fencing shall not exceed three (3) feet in height unless otherwise provided. Approved decorative fencing materials shall be limited to decorative aluminum, steel, and iron.

(D) Whenever possible, fences should be combined with other elements such as plant material.

(E) Fences shall generally be considered an extension of the adjacent structure or architectural elements, and the materials and colors should be compatible.

(F) Walls or fences shall be used to screen pedestrian routes and spaces from service, utility, or sanitation areas, and shall include a minimum three (3) foot wide landscape strip to soften their appearance. This landscape strip shall include shrubs in compliance with the landscaping requirements of the ULDR, and shall be properly maintained.

Sec. 030-080. Right-of-way and street improvement requirements.

(A) *Compliance required.* Dedication of right-of-way and construction and installation (or payment-in-lieu) of street and streetscape improvements pursuant to this Section is required upon any of the following events:

(1) Construction of a new principal building.

(2) Any event that requires a nonconforming building or building and premises to comply with the requirements of this Article pursuant to Article 15, Nonconforming uses, buildings and lots.

(3) Expansion of a principal building by fifty (50) percent or more.

(B) *Payment in-lieu of construction.* The City may require the property owner to make payment to the City in lieu of constructing certain improvements, in order that the City will construct the improvements when sufficient right-of-way becomes available to improve larger segments of the corridor in a single undertaking, for the benefit of realizing cost efficiencies and providing for continuity in streetscape. The amount of payment shall be determined by dividing the total estimated cost of all improvements within a typical block face by the length of the block face in linear feet, to determine the average cost per linear foot for all improvements. Each lot shall be responsible for payment in the amount of the average cost per foot multiplied by the number of linear feet of street frontage.

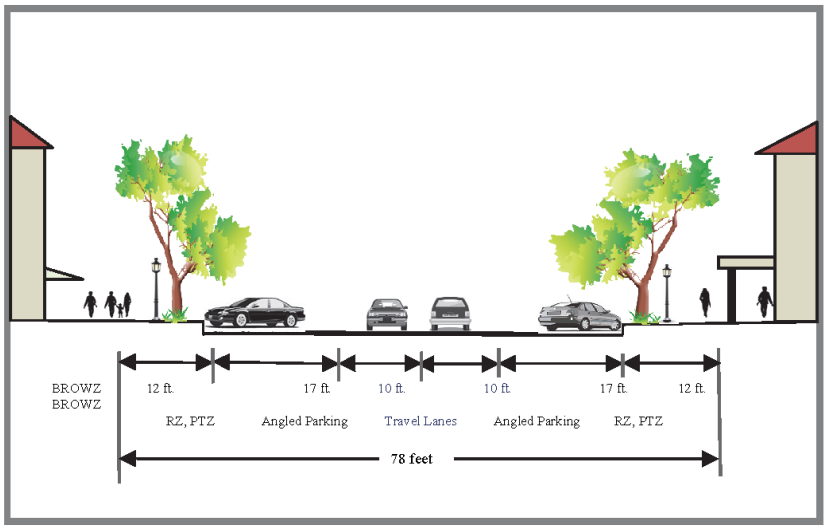
(C) *Dedication requirements.* When required by Subsection (A), dedication of right-of-way—or a general purpose easement if acceptable to the City Attorney—to the City shall be as follows to complete the applicable street half section:

(1) North Dixie Highway, between NE 11th Avenue and NE 26th Street: fifty-four (54) feet of right-of-way is required west of functional centerline (double yellow line), and thirty-four (34) feet is required east of the functional centerline, for a total section of seventy-eight (78) feet. The original street section consists

of thirty (30) feet west of the functional centerline and twenty-five (25) feet east of the functional centerline. The full street section consists of two (2) travel lanes, each ten (10) feet in width; forty-five (45) degree angled parking on each side; and six (6) foot Roadside Zones separated from the parallel parking by a curb, and six (6) foot Pedestrian Zones on each side of the street. See the figure below for the illustrated street section.

(2) North Dixie Highway north of NE 26th Street: right-of-way shall be dedicated from each side of the street in the amount of ten (10) feet, which is also the minimum setback required by Broward County adjacent to a Trafficway. The City dedication requirement is supplemental to the right-of-way required in the Trafficways Plan. Therefore, buildings may be constructed at the back of the dedicated right-of-way.

North Dixie Highway required street section; NE 11th Avenue to NE 26th Street



North Dixie Highway required street section

(D) Improvements required. Pursuant to Subsection (A), the property owner shall be responsible for constructing the following improvements, or making payment in-lieu of construction to the City as provided in Subsection (B), to the City's specifications:

(1) Construct, stripe and sign on-street parking spaces.

(2) Construct curbing.

(3) Relocate storm drains if necessary.

(4) Construct sidewalk.

(5) Construct irrigated street tree trench and install required landscape materials.

(6) Bury power lines or relocate to the rear lot line, as determined by the Planning and Zoning Board.

(7) Relocate utility cabinets out of view from the public right-of-way, to the extent authorized by the applicable utility.

Sec. 030-090. Landscaping; pervious area.

(A) The minimum pervious area requirement is established is a percentage of lot area in the table below. The symbol (<) means "less than" and the symbol (>) means "greater than."

(B) Notwithstanding Subsection (A), all townhouse lots shall provide a minimum twenty (20) percent landscaped pervious area.

Parcel Size	Required Pervious Area
<1.5 acres	None required
1.5—2.0 acres	At least 6 percent
>2.0—2.5 acres	At least 8 percent
>2.5—3.0 acres	At least 10 percent
>3.0—3.5 acres	At least 12 percent
>3.5—4.0 acres	At least 14 percent
>4.0—4.5 acres	At least 16 percent
>4.5—5.0 acres	At least 18 percent
>5.0 acres	At least 20 percent

Sec. 030-091. Landscaping; planting and screening.

This Section supplements Article 150 ULDR. In the case of conflict, this Section shall prevail. Pervious areas shall contain appropriate trees, hedges, groundcovers, and shrubs outlined in Article 150, Landscaping.

Pedestrian Realm Frontage Landscape Requirements.

(A) Except where regulated by a specific streetscape plan, all streetscape frontage areas shall be landscaped with low shrubs, groundcovers and shade trees. One shade tree for each twenty-five (25) linear feet of frontage shall be planted. Palms may be substituted for trees at a rate of five (5) large species palms per one tree; a minimum of one or a maximum of ten (10) percent of required trees may be substituted for palms. Trees shall be evenly placed.

(B) All pervious areas within the streetscape frontage area shall be planted with shrubs. Ten (10) shrubs or groundcovers are required per tree.

(C) Sod or synthetic turf shall not be used in any streetscape frontage areas.

(D) All landscaping shall be irrigated by an automatic irrigation system with a separate zone than dedicated solely to the Streetscape Frontage areas, separated by a valve from other areas serviced by the same system.

(E) All shade trees planted in hardscape surface areas anywhere within the Pedestrian Frontage area shall, without exception, be planted within a tree trench that accommodates sufficient root growth for the planted tree to reach maturity and remain healthy, with a minimum of one hundred (100) cubic yards of root growth volume per tree, allowing a fifty (50) percent shared root growth volume to be shared with another tree. All tree trenches shall be backfilled with Cornell University (CU) Structural Soils or equal. A series of interconnected trenches is encouraged to provide for water distribution and assist with stormwater drainage.

(F) All shade trees, without exception, shall require the installation of an advanced structural soil cells system (Silva Cells or approved equal) for the immediate root-growth area extending a minimum of eight (8) feet from the trunk of the tree.

(G) All shade trees, without exception, shall require a minimum of sixteen (16) square feet around each tree trunk to be covered with a permeable stabilized porous aggregate material, such as Addapave or equal, or other permeable surface designed for such use in order to ensure adequate air and water penetration. The use of rubberized surfaces shall not be allowed.

(H) All landscaping within the pedestrian realm frontage area shall include the installation of irrigation and character up-lighting as an integral part of the design of the overall frontage area and shall be complimentary to the fronting facade of the building.

(I) Rear and side landscape buffers.

(1) A ten-foot-wide landscape buffer shall be required along all side and rear lot lines abutting a single-family use. When the side or rear property lines face a single-family use across a non-primary or non-secondary street, a buffer shall be required along the street frontage facing the single-family use. The landscape buffer shall include the following:

a. An eight (8) foot tall concrete or concrete masonry wall finished on both sides with stucco.

b. A continuous hedge planted at a minimum height of six (6) feet and spaced to completely cover the wall within a one-year time period. If fronting a street and/or across from a single-family use property, a second continuous hedge line shall be placed along the entire frontage of the face of the wall facing the single-family property.

c. Canopy shade trees, such as Live Oaks or equal, spaced a maximum of twenty-five (25) feet apart. Where conflicts with overhead utility lines exist, smaller trees, such as Green Buttonwoods or equal, may be used instead and shall be spaced a maximum of fifteen (15) feet apart.

d. The buffer shall be placed on the outside of any intervening alley.

e. A concrete wall and continuous hedge are not permitted on properties across a waterway from a single-family use.

(2) A ten (10) foot wide landscape buffer shall be required along all side and rear lot lines when abutting a non-single-family zoned property. The buffer shall include the following:

a. A six (6) foot tall fence or wall.

b. A continuous hedge planted at a minimum height of four (4) feet and spaced to completely cover the wall within a one-year time period.

c. Canopy shade trees, such as Live Oaks or equal, spaced a maximum of twenty-five (25) feet apart. Where conflicts with overhead utility lines exist, smaller trees, such as Green Buttonwoods or equal, may be used instead by shall be spaced a maximum of fifteen (15) feet apart.

d. The buffer shall be placed on the outside of any intervening alley.

e. No Side buffer is required for the WDAE district.

(3) A ten (10) foot-wide buffer is required abutting the FEC Railroad right-of-way.

(4) A minimum fifteen (15) foot-wide landscape buffer is required abutting a public park and shall meet the landscape buffer requirements.

(J) *Unbuilt frontage.* Any portion of the pedestrian realm frontage on a primary or secondary street frontage that is not lined by a building facade or interrupted by a driveway or walkway shall be screened from the public sidewalk along all primary and secondary streets by a street wall. Such streetwall shall not be required when pedestrian amenity areas limited to plazas, outdoor dining, arcades, or courtyard areas are provided.

(1) Streetwalls shall be six (6) feet in height. The lower two (2) feet shall be solid and opaque, and the remainder shall consist of at least thirty-five (35) percent open screening (ex: iron or aluminum) consistent with Crime Prevention Through Environmental Design (CPTED) principles, and constructed and painted to match the adjacent building facade.

(2) Living walls may be utilized, where the wall is partially covered with a vine, provided the opacity limitation for a streetwall above three and one-half (3.5) feet is not exceeded.

(3) Street walls shall be placed at the rear edge of the pedestrian realm frontage, and a four (4) foot wide planting strip shall occupy the portion of the pedestrian realm frontage forward of the wall.

Streetwalls shall not be placed closer than five (5) feet from the back edge of a public sidewalk, and a planting strip shall be placed in between the sidewalk and wall.

(4) Streetwalls may have openings no greater than twenty-five (25) feet to allow for pedestrian and vehicular access.

(K) *Surface parking landscaping.* Surface parking areas shall be landscaped in accordance with the following criteria:

(1) Appropriate trees, hedges, groundcovers, and shrubs as required in Article 150, Landscaping.

(2) Each separate landscaped area shall have a minimum dimension of five (5) feet and a minimum area of twenty-five (25) square feet.

(3) Twenty (20) shrubs or groundcovers are required for each required tree.

(4) Trees planted in hard surface areas shall require tree grates or other approved devices to ensure adequate air and water penetration.

(5) Each separate landscaped area shall include at least one shade tree, with the remaining area adequately landscaped with shrubs, groundcovers or other approved landscaping material. At least twenty-five (25) percent of trees shall be shade species with a minimum height at installation of ten (10) to twelve (12) feet. Palm and flowering species are encouraged. Three (3) palms may substitute for each shade tree. Trees may be grouped to provide additional canopy for shading purposes.

(6) Surface parking rows shall be terminated with landscaped terminal islands.

(7) Interior islands within surface parking areas shall also be provided as follows based upon the number of parking spaces provided:

a. Lots with more than sixty (60) spaces: One island for every twelve (12) parking spaces or fraction thereof provided.

b. Lots with fewer than sixty (60) spaces are required to provide five (5) percent pervious landscaped area within or abutting the parking area, which can be in any form having a minimum dimension set forth in this Subsection. The intent of this provision is to allow maximum flexibility in the design of small parking facilities on small lots.

c. Landscape islands shall be at least ten (10) feet in width and eighteen (18) feet in length. Upon approval from the Director of Community Development Services, or designee, interior islands may be grouped with terminal islands to provide larger landscaped areas when site conditions permit. When such islands are grouped, the overall area shall not be reduced. For example, when combining an interior island with a terminal island, the overall required minimum area would be twenty (20) feet by eighteen (18) feet. Each terminal and interior island shall contain at least one tree. One tree per each thirty (30) lineal feet of parking row and one tree for each fifteen hundred (1,500) square feet of paved area is required.

(8) Parking areas shall be adequately curbed to protect landscaping from vehicular encroachment. Wheel stops or curbing shall be provided in each parking space.

(9) When parking areas with sixty (60) or more parking spaces abut side or rear property lines, a buffer area of at least five (5) feet in width shall be provided between the property line and parking area.

(10) All landscaped areas shall be appropriately irrigated and maintained and shall be designed to accept drainage from adjacent paved area.

(11) Landscaping shall be located to allow for interconnection of driveways, accessways, and access aisles on abutting properties when such interconnection is possible.

(L) *Other landscaping and screening requirements.*

(1) All lot area not used for parking, loading or pedestrian area must be pervious and landscaped pursuant to Article 150.

(2) Loading docks and service areas shall be screened with landscaping or fencing to prevent direct views of such areas from adjacent properties and public rights-of-way and to prevent exhaust, glare, and noise.

(3) Existing, nonconforming outdoor storage areas shall be fully screened from view of adjacent properties and public rights-of-way with landscaping or fencing. Note: outdoor storage is not a permitted use.

(4) Mechanical equipment, dumpsters, above-ground transformer boxes and backflow preventers shall be screened pursuant to Section 150-180.

Secs. 030-100, 030-110. Reserved.

Sec. 030-120. Right-of-way and street improvement requirements.

(A) *Compliance required.* Dedication of right-of-way and construction and installation (or payment-in-lieu) of street and streetscape improvements pursuant to this Section is required upon any of the following events:

(1) Construction of a new principal building.

(2) Any event that requires a nonconforming building or building and premises to comply with the requirements of this Article pursuant to Article 15, Nonconforming uses, buildings and lots.

(3) Expansion of a principal building by fifty (50) percent or more.

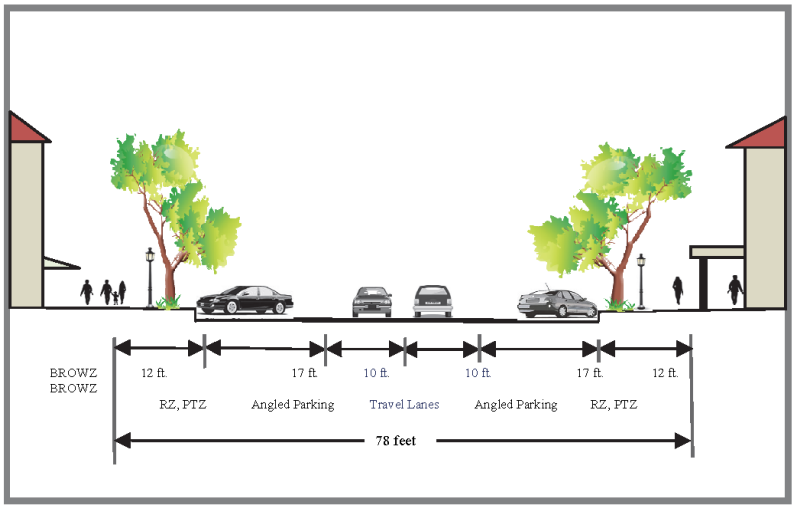
(B) *Payment in-lieu of construction.* The City may require the property owner to make payment to the City in lieu of constructing certain improvements, in order that the City will construct the improvements when sufficient right-of-way becomes available to improve larger segments of the corridor in a single undertaking, for the benefit of realizing cost efficiencies and providing for continuity in streetscape. The amount of payment shall be determined by dividing the total estimated cost of all improvements within a typical block face by the length of the block face in linear feet, to determine the average cost per linear foot for all improvements. Each lot shall be responsible for payment in the amount of the average cost per foot multiplied by the number of linear feet of street frontage.

(C) *Dedication requirements.* When required by Subsection (A), dedication of right-of-way—or a general purpose easement if acceptable to the City Attorney—to the City shall be as follows to complete the applicable street half section:

(1) North Dixie Highway, between NE 11th Avenue and NE 26th Street: fifty-four (54) feet of right-of-way is required west of functional centerline (double yellow line), and thirty-four (34) feet is required east of the functional centerline, for a total section of seventy-eight (78) feet. The original street section consists of thirty (30) feet west of the functional centerline and twenty-five (25) feet east of the functional centerline. The full street section consists of two (2) travel lanes, each ten (10) feet in width; forty-five (45) degree angled parking on each side; and six (6) foot Roadside Zones separated from the parallel parking by a curb, and six (6) foot Pedestrian Zones on each side of the street. See the figure below for the illustrated street section.

(2) North Dixie Highway north of NE 26th Street: right-of-way shall be dedicated from each side of the street in the amount of ten (10) feet, which is also the minimum setback required by Broward County adjacent to a Trafficway. The City dedication requirement is supplemental to the right-of-way required in the Trafficways Plan. Therefore, buildings may be constructed at the back of the dedicated right-of-way.

North Dixie Highway required street section; NE 11th Avenue to NE 26th Street



North Dixie Highway required street section

(D) *Improvements required.* Pursuant to Subsection (A), the property owner shall be responsible for constructing the following improvements, or making payment in-lieu of construction to the City as provided in Subsection (B), to the City's specifications:

(1) Construct, stripe and sign on-street parking spaces.

(2) Construct curbing.

(3) Relocate storm drains if necessary.

(4) Construct sidewalk.

(5) Construct irrigated street tree trench and install required landscape materials.

(6) Bury power lines or relocate to the rear lot line, as determined by the Planning & Zoning Board.

(7) Relocate utility cabinets out of view from the public right-of-way, to the extent authorized by the applicable utility.

Sec. 030-130. Signage.

Signage in the Urban Center Mixed Use Districts shall be permitted in accordance with Article 145. The definitions set forth in Article 145 are incorporated herein in this Section. To the extent of any conflict between this Article and Article 145, this Article shall control. Signage may only be erected or displayed as follows:

(A) *Sign band.* A single external, horizontal sign band may be applied to the facade of a building, provided that the sign band shall not exceed two (2) feet in vertical dimension by any length. Such sign band may contain multiple individual signs, but all must refer to an establishment within the building or may contain a noncommercial message. Such sign band shall consist of individual letters applied directly to the facade. In the event individual letters cannot be applied directly to the facade, a signboard may be approved by the Director of Community Development Services, or the Director of Community Development Services' designee. A maximum of one (1) sign band per tenant per street frontage shall be permitted. Within each sign band, signs shall be complementary relative to color, lettering or graphic style, material, and method of illumination unless otherwise approved through a Master Sign Plan for the subject parcel.

(B) *Top-of-building sign.* Top-of-building signs are permitted only for mixed use and/or commercial buildings of three (3) stories or more. These signs are intended to allow identification of the building by name or logo.

(1) Development standards: the following standards apply to all top-of-building signs.

a) Number of top-of-building signs: The number of top-of-building signs shall be limited to two (2) per building, and no more than one (1) sign may be mounted on each building face.

b) Height: The following standards are required for letter/symbol height.

Number of Stories	Maximum Letter Height	Maximum Symbol Height
Three (3) to Four (4)	3'6"	3'10"
Five (5) to Six (6)	4'0"	4'6"
Seven (7) to Eight (8)	5'0"	5'6"

c) Placement: Top-of-building signs shall be placed an equal distance below the eave line and above the upper-story window line, unless otherwise approved by the Director of Community Development Services. Letters shall be located a distance of no closer than one-half (½) the letter height to the top, sides, and bottom of the building parapet, or top of the window line, and are limited to forty (40) percent of the width of the parapet, unless otherwise approved by the Director of Community Development Services.

d) *Only letters, or individually fabricated letters or symbols are permitted.* No cabinet signs are permitted.

e) *Illumination.* A top-of-building sign may be illuminated, but only with internal illumination of individual letters, logos, or symbols.

(B) *Address numbers.* Address numbers shall be between six (6) and eight (8) inches in vertical height or as otherwise required by the Florida Building Code.

(C) *Perpendicular/suspended/projecting signs.* Such signs may be attached to a building, perpendicular to the facade, and extending a maximum of five (5) feet from the facade. The bottom of the sign shall be no less than eight (8) feet in height as measured in accordance with the Article 145, Sign Regulations. Perpendicular signs may also be suspended beneath awnings. Perpendicular signs shall not exceed one and one-half (1.5) feet by five (5) feet in dimension. One individual perpendicular sign per business is permitted. When an establishment has awning signage, perpendicular signage shall not be permitted.

(D) *Awning signage.* The vertical drip of an awning may be stenciled with letters no more than eight (8) inches in vertical dimension by any length. Signage shall not be permitted on sloped or curved portions of an awning. When an establishment has a perpendicular sign, awning signage shall not be permitted.

(E) *Window signs.* Signs on the interior and exterior of a window or painted on a window shall be limited to no more than ten (10) percent of the window area, up to a maximum of twelve (12) square feet in area with a maximum letter size of six (6) inches. No sign, display, merchandise, or window tinting shall be placed on or adjacent to any window that would interfere with a clear, unobstructed view of the interior of an establishment from the outside and in particular of the cash register area(s) from the pedestrian area.

Illuminated window signs shall be limited to the following:

(1) May only remain illuminated during business hours and from dusk to dawn.

(2) Shall be limited to one illuminated sign per every ten (10) lineal feet not to exceed four (4) illuminated signs per business.

(3) Size shall be limited to four (4) square feet per sign.

(4) Shall not be counted towards the total area permitted for window signs.

(F) *Wall-mounted building directory sign.* A single wall-mounted building directory sign per building is permitted. Wall-mounted directory signs are limited to a maximum of twenty (20) square feet. When a building fronts on multiple rights-of-way, two (2) such signs shall be permitted at a maximum of ten (10) square feet per sign.

(G) *Monument signs.* Freestanding monument signs shall be limited only to commercial and mixed-use properties and shall meet the following regulations:

(1) Maximum allowable number of signs: One (1) per lot.

(2) Maximum allowable signage area per sign: Twenty-four (24) square feet.

(3) Maximum height of sign structure: Six (6) feet.

(4) Permitted type of sign: Type-One or Type-Two.

(5) The base of all monument signs shall comply with the landscaping requirements in Section 150-180. There shall not be more than one monument sign per lot.

(6) Minimum setback from front property line: Five (5) feet.

(7) Minimum setback from side property line: The minimum setback from an interior side property line is twenty-five (25) percent of the lot width or fifty (50) feet, whichever is less, except that a sign may be located closer to an interior side lot line if it will be separated by a distance of at least twice this required setback from the signage on an adjoining property. Signage shall not be located within the clear site distance requirement of Section 155-070, "Clear site triangles" (where applicable).

(H) *Sandwich board signs or sidewalk signs (a.k.a. A-frame sign).* Sandwich board or sidewalk signs are permitted on the sidewalk immediately adjacent to private property they advertise or they may contain a noncommercial message based upon the following design criteria:

(1) Minimum sidewalk width: Clear passageway free of signage, tables, and chairs must be maintained in such a manner that a minimum five-foot-wide clear pedestrian path on the sidewalk is maintained at all times.

(2) Maximum number of signs: Shall be limited to one sign per business establishment.

(3) Maximum height: Signs shall be no more than three (3) feet above the sidewalk, and no materials such as papers, balloons, wind socks, inflatable characters, and similarly related materials, may be added to the sign to increase its height and/or width. The height of such signs may not be artificially increased above the allowed maximum by placing material underneath the base of such sign.

(4) Location: Sandwich board or sidewalk signs shall be located in the business entryway or immediately adjacent to the front of the business. In multiple tenant buildings where a storefront is more than twenty (20) feet from the frontage line of a street, each tenant may place a sandwich board sign on the sidewalk directly in front of the multiple tenant building and must comply with all other requirements of this Section.

(5) Permitted hours of display: Sandwich board or sidewalk signs may be displayed by the business only during the hours when the business is open to the public and shall be brought inside at the close of business hours and stored indoors.

(6) No sandwich board or sidewalk sign shall be placed in the public street right-of-way or in a public parking place.

(7) All sandwich board and sidewalk signs shall be able to withstand strong winds and shall not present public right-of-way and roadway hazards. Such signage shall not be placed so as to obstruct

vehicular traffic sight distance triangle requirements, nor shall such signage impede pedestrian traffic in any way, nor violate the provisions of the Americans with Disabilities Act (ADA).

(8) All sandwich board and sidewalk signs shall be constructed of weather resistant material.

(9) Design standards: No sandwich board or sidewalk sign may contain lights or electronic components of any kind, nor shall it contain foil, mirrors, bare unfinished metals, reflective materials, or other such prohibited materials herein which could create hazardous conditions to motorists, bicyclists, or pedestrians. Sandwich board and sidewalk signs should be artistic in nature, and use graphics, symbols, or illustrations, and designed to show the product or service being offered. Wood, chalkboard, finished metal, and other similar materials are encouraged.

(10) Content neutrality as to sign message (viewpoint). Notwithstanding anything to the contrary contained in this Section, no sign or sign structure shall be subject to any limitation based upon the content (viewpoint) of the message contained on such sign or displayed on such sign structure.

(11) Substitution of noncommercial speech for commercial speech. Notwithstanding anything contained herein to the contrary, any sign erected pursuant to the provisions of this Section may, at the option of the owner, contain either a non-commercial message unrelated to the business located adjacent to the premises where the sign is erected or a lawful commercial message (i.e. On-Premises). The noncommercial message may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to noncommercial messages, or from one noncommercial message to another, as frequently as desired by the owner of the sign and without the need for City approval unless otherwise required by the Florida Building Code, provided the sign conforms to all regulations herein, including permitted sign type, size, and design criteria.

(I) *Menu boards/boxes.* A menu board is a wall-mounted display that features the actual menu for an establishment. Menu boards shall be located within twenty (20) feet of the establishment advertised. Menu boards shall not exceed six (6) square feet and may be lighted and enclosed with a glass-front case. A single menu board is permitted per establishment. Menu boards may be located in the five-foot pedestrian area with no setback required, or within the public rights-of-way upon approval from the Emergency Management/Utilities Director or the Emergency Management/Utilities Director's designee.

(J) *Illuminated signs.* Sign illumination shall be by rear-mounted lighting or wall-mounted, downward-pointing decorative light fixtures or as otherwise permitted in this Article and Article 145.

(K) *Signs not permitted.*

(1) Automatic, revolving, rotating, electric, changing, or otherwise moving signs that constitute a traffic hazard in accordance with Section 145-050(L) ULDR.

(2) Pole signs.

(3) Feather flag sign or feather banner.

(4) Roof-mounted signs.

(5) Inflatable signs and balloons.

(6) Off-premise signs except as permitted by Article 145, Signage Regulations.

(7) Banner or paper signs attached to a building facade or placed within a storefront window.

(8) Vehicular signage on a parked vehicle that advertises a business or product.

(9) Multiple-tenant mixed-use and strictly commercial buildings shall require approval of a master signage plan by the Director of Community Development Services. Any modification to a master signage plan is subject to review and approval by the Director of Community Development Services.

(10) Lighted signs shall be situated to direct glare away from pedestrian and vehicular areas.

(11) Signage identified in Section 145-070.

Sec. 030-140. Exceptions.

(A) The Director of Community Development Services, or designee, may grant minor exceptions to regulations of this Article when such exceptions further the pedestrian character and nature of the Urban Center Districts or result in enhanced building or site design. All exceptions shall be documented in writing and noted on the approved site plan. The Director of Community Development Services, or designee, shall provide notice of the intent to grant an exception on the City's website, by mail notice to property owners located within three hundred (300) feet of the subject property, and posted in City Hall. The notice shall state that any party may appeal the decision pursuant to the procedures and timeframes set forth in Article 125 ULDR.

(B) The Planning and Zoning Board may grant exceptions to the regulations of this Article when the Planning & Zoning Board determines that the application of a provision of this Article to a particular property will create a result or hardship that is not self-created by the property owner or developer, and is clearly not intended, as evidenced by the plain language in Section 030-010 and the principles established in this Article. Exceptions shall be processed as variances consistent with Article 120, provided that the criteria of this Subsection shall supersede those of Section 120-030(A)(1).

(C) In accordance with F.S. §§ 526.111, 526.121, and 553.79, as amended, this Article shall not apply to the design, construction, or location of signage advertising the retail price of gasoline.

(D) In accordance with F.S. § 553.79, as amended, this Article does not authorize the City to adopt or enforce any regulation that conflicts with or impairs corporate trademarks, service marks, trade dress, logos, color patterns, design scheme insignia, image standards, or other features of corporate branding identity on real property or improvements thereon used in activities conducted under F.S. ch. 526, or in carrying out business activities defined as a franchise by Federal Trade Commission regulations in 16 C.F.R. section 436.1, et seq. This subsection does not affect any requirement for design and construction in the Florida Building Code.

Sec. 030-150. Valet parking permits for use of public property.

(A) *Separate Permit Required.* The City Commission, by resolution, may designate parking spaces on City property that may be used by Valet Parking Operators. The City will issue valet parking permits to Valet Parking Operators who conduct their operations on City property designated by resolution of the City Commission. No valet parking shall occur on City property without the Valet Parking Operator securing a valet parking permit from the Finance Department's Parking office. Valet parking permits shall only be issued to operators who are licensed by the City pursuant to this Section. The application fee for each permit shall be established by resolution of the City Commission.

(B) *Requirements.* No valet parking permit shall be issued without the proof of the following:

(1) Approval from the City's Risk Manager indicating that the Valet Parking Operation has met the following insurance requirements:

a. Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than $1,000,000.00 bodily injury each person, each accident and $1,000,000.00 property damage, or $1,000,000.00 combined single limit each occurrence/aggregate.

b. Commercial General Liability. Bodily injury and property damage liability as shall protect the City and any subcontractor from claims of bodily injury or property damage which arise from operations performed by the Valet Parking Operation, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000.00 bodily injury each occurrence/aggregate and $1,000,000.00 property damage each occurrence/aggregate or $1,000,000.00 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation,

personal injury liability and contractual liability assumed under the indemnity provision of the insurance coverage which coverage shall be on an occurrence basis.

c. Workers' Compensation Insurance. Meeting the statutory requirements of the State of Florida and Employers Liability - $100,000.00 per accident limit, $500,000.00 disease per policy limit, $100,000.00 disease each employee limit, providing coverage for employees and owners.

d. Theft, Disappearance and Destruction Coverage. Protecting against loss of money and securities, inside the premises and outside the premises in the care and custody of a messenger in an amount not less than $100,000.00.

e. Fidelity Blanket Employee Dishonesty. Covering the Company, its agents or employees, in an amount not less than $500,000.00 per employee.

f. Valet Parking Operators must submit a Certificate of Insurance and a certified copy of their policies to the City's Risk Manager for determination that the insurance requirements of the Ordinance from which this Section derives have been met.

g. Each Valet Parking Operator receiving a permit for use of public property shall indemnify, hold harmless and defend the City, its officers, agents and employees against and assume all liability for any and all claims, suits, actions, damages, liabilities, expenditures, or causes of actions of any kind arising from its use of the public streets or public parking spaces for the purposes authorized in this Section and resulting or accruing from any alleged negligence, act, omission or error of the Valet Parking Operation, its agents or employees and/or arising from the failure of the Valet Parking Operation, its agents or employees to comply with each and every requirement of this Section or with any other City or county ordinance or state or federal law or regulation applicable to the Valet Parking Operation resulting in or relating to bodily injury, loss of life or limb or damage to property sustained by any person, firm, corporation or other business entity. The Valet Parking Operator hereby agrees to hold the City, its officers, agents and employees harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities incurred in and about any such claim, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing. The Valet Parking Operator shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the City, its officers, agents, and employees as a result in any claim, suit or cause of action accruing from activities authorized by this Section, for injuries to body, limb or property as set forth above.

(2) If organized, the Valet Parking Operator shall provide a copy of its articles of formation or organization;

(3) Notarized written authorization on company letterhead from owners/operators of the City-licensed commercial establishments for which the Valet Parking Operator is providing parking services; and

(4) Valid Local Business Tax Registration from the City.

(C) *Term and renewal.*

(1) The term of each permit shall be for one (1) year.

(2) Renewal shall be on an annual basis and shall only be granted after approval from the City's Risk Manager and the Finance Department's Parking Office.

(3) Permit holders shall be entitled to priority for the same spaces upon annual renewal.

(4) In the event valet parking is provided by a business in order to satisfy the conditions for insurance of a building permit, certificate of occupancy, business tax receipt, site plan or other development order ("development approvals") and the business does not maintain the required parking, any and all development approvals shall be rescinded.

(5) A business shall not be permitted to satisfy its parking requirements with valet parking spaces in excess of thirty-three (33) percent or ten (10) of the required parking spaces, whichever is less.

(D) *Cancellation and Revocation.* The City shall cancel and revoke the permit if the Valet Parking Operator no longer services the commercial establishment which authorized its operation at that location. This cancellation and revocation may be effective whether the Valet Parking Operator voluntarily discontinues service to the establishment, the establishment cancels and revokes authorization for the Valet Parking Operator to service the location, or the Finance Department's Parking Office cancels and revokes authorization for the Valet Parking Operator to service the location. Cancellation and revocation of the valet parking permit under this paragraph shall be effective immediately upon service of the notice of cancellation. The Finance Department's Parking Office shall inform in writing the commercial establishment being serviced by the Valet Parking Operator, of any cancellation and revocation by hand delivery or certified mail, return receipt requested. Service of the notice of cancellation and revocation shall be by hand delivery or certified mail, return receipt requested.

(E) *Employees and Valet Parking Operators Code of Conduct.* The Valet Parking Operators shall require its employees and independent contractors to meet the following requirements:

(1) All employees who operate motor vehicles shall have a valid Florida driver's license in good standing and shall abide by all City and Broward County traffic regulations;

(2) All employees shall be in similar uniform;

(3) All employees shall wear on their uniform, a name-tag identifying the employee's name;

(4) All supervisors shall wear on their uniform, a name-tag identifying them as such;

(5) All employees shall perform their duties in a courteous and professional manner;

(6) Valet Parking Operators shall submit to the Finance Department's Parking Office a list of all employees employed by the Valet Parking Operator who are engaged in valet services and deletions or additions to the valet employee roster shall be reported monthly. The employee report shall be submitted to the attention of the Finance Department's Parking Office or his/her designee no later than the fifth day of each month. The employee list shall contain the name of the employee and the employee's valid Florida Driver's License number. A photocopy of each employee's valid Florida Driver's License shall be submitted for each employee on the roster. Failure to comply with this paragraph shall result in a fine of $25.00 per day to the Valet Parking Operator.

(F) *Enforcement; Fine Schedule; Right of Appeal.*

(1) *Enforcement:* The Finance Department's Parking Office shall enforce the provisions of this Ordinance. The Police Department and Code Enforcement Department shall also assist the Finance Department's Parking Office in the enforcement of the Valet Parking Operators code of conduct, as set forth herein. This shall not preclude other law enforcement agencies or regulatory bodies from any action as necessary to assure compliance with this division and all applicable laws. If a parking enforcement specialist finds a violation of this division, the parking enforcement specialist shall issue a notice of violation to the violator. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator may be liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing before the Special Magistrate within ten (10) days after service of the notice of violation and that failure to appeal the violation within the ten (10) days, shall constitute an admission of the violation and a waiver of the right to a hearing.

(2) *Fines.* The following civil fines shall be imposed for each violation per location:

a. *Illegal ramping.* Illegal use of public right-of-way for the purpose of accepting or delivering a vehicle or accepting or delivering a vehicle when a vehicle is stored in the assigned ramp for over fifteen (15) minutes.

Violations	First Offense	$150.00
	Second Offense	$250.00
	Third Offense	$350.00

	Fourth Offense	$450.00
	Fifth Offense	Mandatory referral to Special Magistrate

b. Illegal storage. Illegal storage of vehicle(s) in public facilities and/or public right-of-way or in unauthorized private storage location(s) as described in permit (local business tax receipt).

Violations	First Offense	$250.00
	Second Offense	$350.00
	Third Offense	$450.00
	Fourth Offense	$500.00
	Fifth Offense	Mandatory referral to Special Magistrate

c. Operation without valet permit. $50.00 per offense/per day.

d. Penalty for lapse in required insurance coverage (from date of lapse). $150.00 per offense/per day.

e. No name tag. $25.00 per offense.

f. No uniform. $25.00 per offense.

g. No valid Florida driver's license. $25.00 per offense and immediate removal of the employee from the Valet Parking Operation.

h. Non-compliance with valet employee list. $25.00 per day.

i. Special Magistrate review. The Special Magistrate may consider, inter alia, the following factors when determining the amount of the fine:

1. Number and type of violations under permit where violation originated (specific location).

2. Permitted location utilization (hours/number of days a week location is operational).

3. Parking and traffic conditions existing at the subject location at the time of the violation.

(3) *Rights of violators; payment of fine; right to appeal; failure to pay civil fine, or to appeal.*

a. A violator who has been served with a Notice of Violation shall elect either to:

1. Pay the civil fine in the manner indicated on the notice; or

2. Request an administrative hearing within ten (10) days of receipt of the violation before a Special Magistrate appointed by the City Commission upon recommendation of the City Manager, to appeal the decision of the parking department or other department which resulted in the issuance of the notice of violation.

b. The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in this Code, and amendments thereto.

(3) If the named violator after notice fails to pay the civil fine or fails to timely request an administrative hearing before a Special Magistrate, the Special Magistrate shall be informed of such failure by report from the Parking Department. Failure of the named violator to appeal the decision of the Parking Department within the prescribed time period shall constitute a waiver of the violator's right to administrative hearing before the Special Magistrate. A waiver of the right to an administrative hearing shall be treated as an admission of the violation and penalties may be assessed accordingly.

c. Any party aggrieved by the decision of a Special Magistrate may appeal that decision to a court of competent jurisdiction.

(4) *Recovery of unpaid fines.*

a. The City may institute proceedings in a court of competent jurisdiction to compel payment of civil fines.

b. A certified copy of an order imposing a civil fine may be recorded in the public records and thereafter shall constitute a lien upon any other real or personal property owned by the violator and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two (2) months from the filing of any such lien which remains unpaid, the City may foreclose or otherwise execute upon the lien.

c. As an additional means of enforcement, the City may seek injunctive relief and/or follow procedures to revoke an occupational license as set forth in this Code when there are repeated violations of this division.

d. Additionally, the parking department, shall withhold issuance of any new valet permits and leased public on-street/curbside valet parking spaces, and suspend current valet permits until past due violations are paid in full. The parking department reserves the right to bring forward to the Special Magistrate any party who has waived their right to appeal and has over three (3) outstanding violations.

(5) *Valet Parking Operator's responsibility for vehicles in its possession.* Valet Parking Operators shall pay all fines and fees, including towing charges, arising in connection with a patron's vehicle which is in the possession of the Valet Parking Operator at the time such charge is incurred. This does not preclude the Valet Parking Operator from also being cited by the parking department for violations of this Section which resulted in the imposition of the fines and fee.

Sec. 030-160. Microbreweries, microwineries, microdistilleries, brewpubs, and brewery.

(A) *Purpose.* Due to economies of scale in production, distribution, marketing, and advertising, national and super-regional breweries have dominated the beer industry for decades. These large-scale production facilities are traditionally assigned to industrial zoning classifications. Starting in the 1980s, local, independent breweries emerged as a competitive market segment within the beer industry and by the turn of the twenty-first (21st) century, the increased demand for small production facilities and mixed-use concepts began to reshape certain expectations about the potential impacts of this land-use type when developed on a smaller scale. The purpose of this Section is to recognize the emergence of this specialized market segment and establish appropriate standards allowing for the typical range of activities, while mitigating any associated, undesirable impacts.

(B) *Applicability.*

(1) This Section shall apply to microbrewery, microwinery, brewpub, and brewery uses. Breweries are generally divided into three (3) distinct market segments: Brewpub, microbrewery, and brewery.

(2) This Section does not apply to temporary or special events authorized by other sections of this chapter.

(C) *Establishment.* Microbrewery, microwinery, brewpub and brewery uses shall be permitted as provided in Section 030-060, Detailed table of permitted and prohibited uses.

(D) *Development standards.*

(1) *Brewpub.*

a. In addition to the development standards of the zoning district, applicable general development standards and where applicable, development standards for an establishment that meets the definition of a brewpub shall comply with the following:

b. No more than fifty (50) percent of the total gross floor area of the establishment shall be used for the brewery function including, but not limited to, the brewhouse, boiling and water treatment areas, bottling and kegging lines, malt milling and storage, fermentation tanks, conditioning tanks and serving tanks;

c. Where permitted by City Code, Broward County Code, state and federal law, retail carryout sale of beer produced on the premises shall be allowed in specialty containers holding no more than a U.S. gallon (three thousand seven hundred eighty-five (3,785) ml/one hundred twenty-eight (128) U.S. fluid ounces). These containers are commonly referred to as growlers;

d. Brewpubs may sell beer in keg containers larger than a U.S. gallon (three thousand seven hundred eighty-five (3,785) ml/one hundred twenty-eight (128) U.S. fluid ounces) to an individual. Brewpubs may sell beer in keg containers larger than a U.S. gallon (three thousand seven hundred eighty-five (3,785) ml/one hundred twenty-eight (128) U.S. fluid ounces) for the following purposes and in the following amounts:

1. An unlimited number of kegs for special events, the primary purpose of which is the exposition of beers brewed by brewpubs and microbreweries, which include the participation of at least three (3) such brewers;

2. An unlimited number of kegs for city co-sponsored events where the purpose of the event is not for commercial profit and where the beer is not wholesaled to the event co-sponsors but is instead, dispensed by employees of the brewpub.

e. All mechanical equipment visible from the street (excluding alleys), and adjacent residential use or residential zoning district shall be screened using architectural features consistent with the principal structure;

f. Access and loading bays shall not face toward any street, excluding alleys;

g. Access and loading bays facing an adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies and finished products into and out of the building;

h. Service trucks for the purpose of loading and unloading materials and equipment shall be restricted to between the hours of 8:00 a.m. and 8:00 p.m. Monday through Saturday and between 11:00 a.m. and 7:00 p.m. on Sundays and national holidays;

i. No outdoor storage shall be allowed. This prohibition includes the use of portable storage units, cargo containers and tractor trailers.

(2) *Microbrewery, microwinery and micro-distillery.*

a. In addition to the development standards of the zoning district, applicable general development standards, and where applicable, an establishment that meets the definition of a microbrewery, microwinery and micro-distillery shall comply with the following:

1. The microbrewery shall produce no more than fifteen thousand (15,000) barrels (four hundred sixty-five thousand (465,000) U.S. gallons/17,602.16 hectoliters) of beer per year; the microwinery shall produce no more than two thousand (2,000) barrels of wine per year; and the micro-distillery shall produce no more than seventy-five thousand (75,000) gallons of spirits per year.

2. This use shall be permitted only in conjunction with a restaurant or bar:

a. No more than seventy-five (75) percent of the total gross floor space of the establishment shall be used for the brewery function including, but not limited to, the brewhouse, boiling and water treatment areas, bottling and kegging lines, malt milling and storage, fermentation tanks, conditioning tanks and serving tanks;

b. The façade of any accessory use(s) shall be oriented toward the street, excluding alleys;

c. Pedestrian connections shall be provided between the public sidewalks and the primary entrance(s) to any accessory use(s).

3. All mechanical equipment visible from the street (excluding alleys), an adjacent residential use or residential zoning district shall be screened using architectural features consistent with the principal structure;

4. Access and loading bays shall not face toward any street, excluding alleys;

5. Access and loading bays facing any alley, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies and finished products into and out of the building;

6. Service trucks for the purpose of loading and unloading materials and equipment shall be restricted to between the hours of 8:00 a.m. and 8:00 p.m. Monday through Saturday and between 11:00 a.m. and 7:00 p.m. on Sundays and national holidays;

7. No outdoor storage shall be allowed, including the use of portable storage units, cargo containers and tractor trailers, except as follows: Spent or used grain, which is a natural byproduct of the brewing process, may be stored outdoors for a period of time not to exceed twenty-four (24) hours. The temporary storage area of spent or used grain shall be:

a. Designated on the approved site plan;

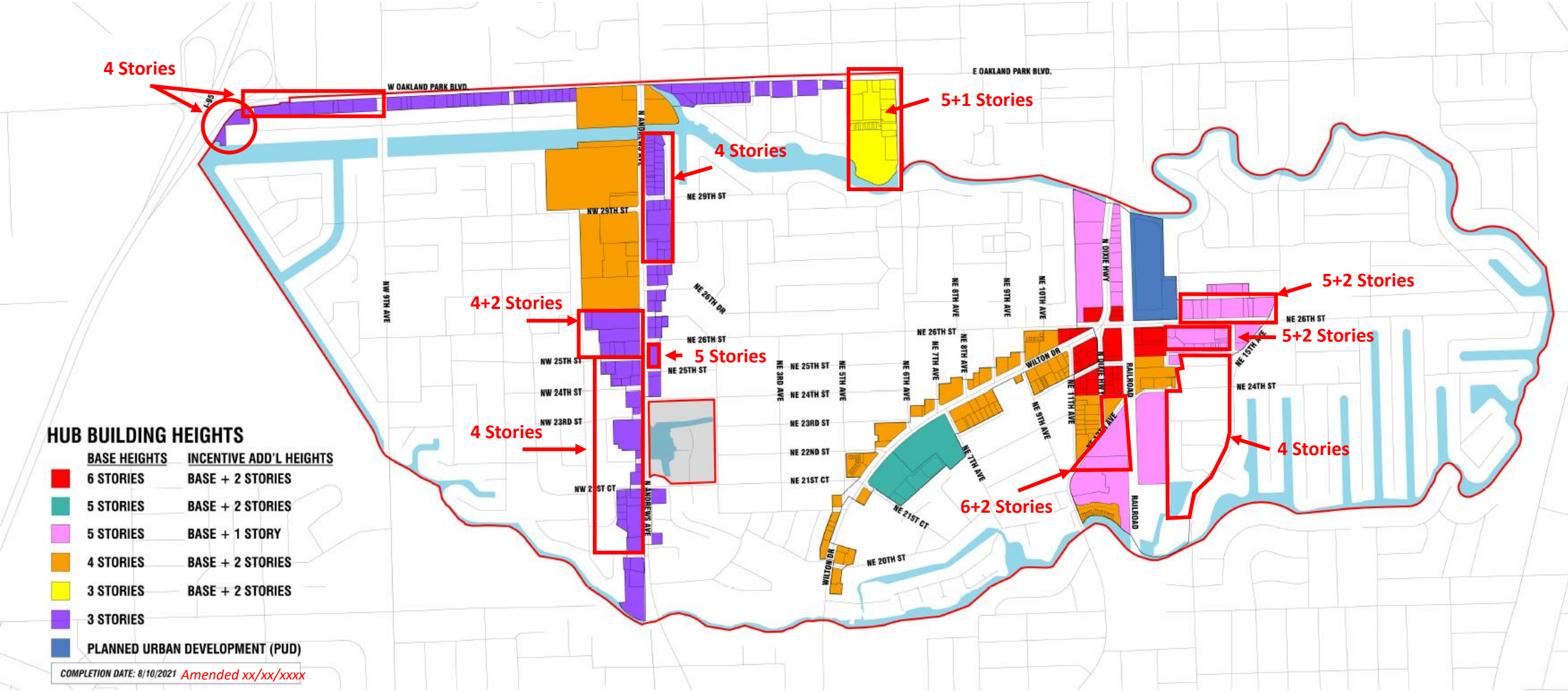
b. Permitted within the interior side or rear yard or within the minimum building setbacks;

c. Prohibited within any yard abutting a residential use or residential zoning district;

d. Fully enclosed within a suitable container, secured and screened behind a solid, opaque fence or wall measuring a minimum five (5) feet in height.

3. *Brewery.* Breweries shall comply with the development standards of the zoning district and applicable general development standards set forth for microbrewery, microwinery and micro-distillery.

Proposed changes to HUB Height Map for City Commission discussion



Sec. 010-030. Terms defined.

For the purpose of, these regulations, certain terms and words are hereby defined.

Access aisle~~:~~ shall mean ~~A~~an element of off-street vehicular use areas providing paved accessibility from the accessway to off-street parking or loading spaces or other vehicular use areas.

Accessory building or structure~~:~~ shall mean ~~A~~a detached building or structure that is subordinate in area and height to the principal building, the use of which is incidental to the main building or use and which is located on the same lot with such main building or use.

Accessory use~~:~~ *shall mean* ~~A~~a subordinate use which is incidental to and customary in connection with the main building or use and which is located on the same lot with such main building or use.

Accessway~~:~~ shall mean ~~A~~an element of off-street vehicular use areas comprising the paved area providing the entrance to or exit from the street right-of-way at the property line, leading to the access aisle.

Acreage, gross~~:~~ shall mean ~~T~~the total number of acres within an area, including acreage used or proposed for streets, lakes, canals and other waterways—other than the Middle River and other proposed land uses. For purposes of determining gross density, gross acreage shall include one-half of streets and waterways abutting the perimeter of an area.

Acreage, net~~:~~ shall mean ~~T~~the area within the property boundaries of a lot, parcel or tract of land, not including any portion thereof that is used, dedicated, or required to be used or dedicated for streets, alleyways, waterways, canals, ponds or lakes not wholly contained within the lot, or similar dedicated areas by whatever name identified or known, including canal and lake maintenance easements, but not including drainage or utility easements less than twenty-five (25) feet in width and which do not constitute a waterway or part thereof.

Adjoining~~:~~ shall mean ~~T~~touching or bounding at a point or line, or separated only by a street, alley or other right-of-way.

Assisted living facility~~:~~ shall mean ~~A~~a home for the aged or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding twenty-four (24) hours to one or more adults who are not relatives of the owner or administrator, and do not function as a single housekeeping unit.

Adult entertainment establishment~~:~~ shall mean all uses regulated by Chapter 10, Article ~~7~~ VII, as well as adult arcades, adult motels, adult dancing establishments, massage services and establishments, tanning salons, lingerie studios or bathhouses, or other similar establishment or enterprise, which presents adult material distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas," as defined in Chapter 10, Article ~~7~~ VII, for use on the premises, observation, purchase, rental, or lease by establishment patrons.

Aggregate area or width~~:~~ shall mean ~~T~~the sum of two (2) or more designated areas or widths to be measured, limited or determined under these regulations.

Alcoholic beverage~~:~~ ~~As~~shall be defined by F.S. § 561.01(4), as may be amended from time to time.

Alley~~:~~ shall mean ~~A~~a public or private thoroughfare which affords only a secondary means of access to abutting property and which is not otherwise designated as a street.

Amusement enterprise~~:~~ shall mean ~~A~~any indoor establishment that is operated for the amusement or recreation of the public, to include any coin or token-controlled amusement device of any description, pool tables, video games, pinball machines and the like.

Apartment: See "Dwelling, multiple family."

Assembly, place of~~:~~ shall mean ~~A~~a place, or portion thereof, intended or used for people to gather for events, activities or programs, including, but not limited to, arenas, auditoriums, theaters, lecture halls, house of worship, meeting rooms, recreation buildings, and convention centers. Places of assembly are generally characterized by open areas or areas with fixed seating intended or used for gathering.

Auction house~~:~~ shall mean ~~A~~a structure, enclosure or lands where new or used goods or tangible items are sold through means of a request or invitation for bids, exclusive of retail and wholesale sales.

Automobile~~:~~ shall mean ~~A~~a motor vehicle designed, marketed and/or commonly used by the general public for personal transportation including a car, pickup truck, sports utility vehicle, or minivan. Mobile homes, trailers and recreational vehicles are not automobiles for purposes of these regulations.

Automobile dealership~~:~~ shall mean ~~A~~a sales franchise or unit of an automobile manufacturer selling new automobiles. Used automobile and light truck sales may comprise an accessory use to the sale of new vehicles.

Automotive repair, major~~:~~ shall mean ~~R~~repair rebuilding or reconditioning of engines or drive train, motor vehicles or trailers; collision service including body, frame or fender straightening or repair; painting or paint shop.

Automotive repair, minor~~:~~ shall mean ~~R~~routine maintenance services, upholstering, replacement of parts and motor service to passenger cars and trucks not exceeding one and one-half (1.5) tons capacity, but not including any operation listed under "automobile repair, major" or any other operation similar thereto.

Automobile sales, used~~:~~ shall mean ~~A~~a ny property used for the display or sale of automobiles which have been, or are advertised as having been, previously leased or owned, except for the display of a used automobile displayed for sale or sold on the automobile owner's residential property, incidental to the use of residential dwelling. Used automobile sales shall also mean one or more transactions involving the sale of three (3) or more used automobiles during any twelve (12) month period, including those displayed for sale or sold on the automobile owner's residential property.

Awning~~:~~ shall mean ~~T~~temporary canvas or other material covering extending from and attached to the facade of a building, without or with ground supports, primarily used for protection from the sun.

Bar shall mean an establishment devoted primarily to selling or dispensing and drinking alcoholic beverages, or any place where a sign is displayed indicating that alcoholic beverages are obtainable for consumption on the premises. The terms "bar" and "lounge" shall have the same meaning.

Banquet hall shall mean an establishment which is rented by individuals or groups to accommodate private functions including, but not limited to, banquets, weddings, anniversaries or other similar celebrations. A banquet hall may or may not include kitchen facilities for the preparation or catering of food; the sale of alcoholic beverages for on-premises consumption, only during scheduled events and not open to the general public; and reception facilities.

Bed and breakfast dwelling~~:~~ shall mean ~~A~~an owner-occupied and operated detached dwelling unit that offers sleeping accommodations without individual food preparation facilities, and at least one meal per day prepared within a centralized kitchen for transient guests, for a nightly fee, and which does not utilize outside services or employees, except for those customarily found in single-family residential neighborhoods such as housekeeping and landscape maintenance. Bed and breakfasts accept reservations directly on the premises and advertise themselves as a bed and breakfast.

Boarding or rooming house~~:~~ shall mean ~~A~~an establishment providing transient lodging that is not considered a hotel or bed and breakfast dwelling.

Brewery shall mean a duly-licensed brewery with an annual beer production of between fifteen thousand (15,000) and six million (6,000,000) barrels. A brewery may include a taproom as an accessory use.

Brewpub shall mean an establishment where food, beer, and malt beverages are duly-licensed to be made on the premises where fifty (50) percent or more of the beer produced on site is sold and/or consumed on site.

Buildable width~~:~~ shall mean ~~T~~the width of the lot left to be built upon after the required side yards are provided.

Building: shall mean Aany structure having a roof supported by columns or walls for the shelter or enclosure of persons or property. The term *building* is also inclusive of the term *structure.*

Building code: shall mean Tthe Florida Building Code, inclusive of Broward County amendments, as may be amended from time to time.

Bulkhead line: shall mean Aan official line therefore established by the City of Wilton Manors and appropriately recorded—Includes canal line.

Bus station: shall mean Aa building or premises where commercial motor vehicles pickup and discharge fare-paying passengers, or where commercial motor vehicles designed or used for passenger transport are housed or parked on a transient basis in connection therewith.

Cabana: shall mean Aan accessory building used as a bathhouse or a shelter in connection with a swimming pool or beach.

Cabaret: shall mean Aa restaurant or bar that provides live entertainment on the premises.

Call center: shall mean Aa building or portion thereof where telemarketing is conducted, or where customer service or correspondence is provided via telephone by operators whose primary job is to make or answer such calls.

Canopy: shall mean Aa detachable, roof-like cover, supported from the ground, or deck or floor of a building, and from the walls of a building, for protection from sun or weather.

Carport: shall mean Aa canopy, roof-like structure, or shed, open on two (2) or more sides and attached to the main building for the purpose of providing shelter for one or more motor vehicles.

Catering establishment: shall mean Aan establishment that prepares and supplies food to be consumed off premises at a different location, but not from the vehicle in which the food is transported.

Check cashing stores: shall mean Aany business other than the United States Postal Service which provides check cashing, currency exchange, or money transmitting or remittance services, or issues or redeems money orders, travelers' checks, and other similar instruments.

City: shall mean Tthe City of Wilton Manors, Florida.

City Attorney: shall mean Tthe City Attorney of the City of Wilton Manors, Florida, or designee.

City Clerk: shall mean Tthe City Clerk of the City of Wilton Manors, Florida, or designee.

City Commission: shall mean Tthe City Commission of the City of Wilton Manors, Florida.

City Engineer: shall mean Tthe City Engineer of the City of Wilton Manors, Florida, or designee.

City Manager: shall mean Tthe City Manager of the City of Wilton Manors, Florida, or designee.

Clinic, medical clinic: shall mean Aa facility which does not provide for overnight accommodations, wherein professional services concerning personal health of humans are administered by, including but not limited to, medical doctors, chiropractors, osteopaths, podiatrists, optometrists, dentists, dental hygienists, counselors, therapists, clinical social workers, psychologists, psychiatrists, naturopaths, physical therapists or any other such profession which may lawfully be practiced in the State of Florida. The term clinic/medical clinic shall also include, but shall not be limited to, any type of infusion or intravenous therapy, alcohol or chemical dependency treatment centers licensed pursuant to F.S. Chapter 397, mental health treatment centers licensed pursuant to F.S. Chapter 394, urgent care centers, inpatient testing service centers, eating disorder treatment centers, physical rehabilitation centers licensed pursuant to F.S. § 400.062, Pain management clinics, hospitals, nursing homes and assisted living facilities are excluded from this definition.

A clinic, medical clinic that allows overnight accommodations shall be treated as a hospital for purposes of determining permissible zoning districts.

Club, private: shall mean Bbuildings and facilities or premises used or operated by an organization or association for some common purpose, such as, but not limited to, a fraternal, social, educational or recreational

purpose, ~~but not~~ including clubs organized primarily for profit or to render a service which is customarily carried on as a business and organizations and associations which may be incorporated under the laws of Florida as nonprofit organizations. This use shall include a business establishment providing food, liquor, entertainment or recreational opportunities on a members and guest-only basis.

Commercial vehicle~~:~~ shall mean ~~A~~any vehicle designed, maintained or used for business purposes, for profit or for hire, or for institutional purposes, or having painted or affixed thereto a sign identifying a business or institution, or a product or service of a business or institution.

Committee~~:~~ shall mean ~~T~~the Development Review Committee of the City of Wilton Manors.

Community center~~:~~ shall mean ~~A~~a building used as a place of meeting or assembly, recreation or social activity, predominantly by neighborhood and civic groups, and residents of planned developments, not operated for profit, and in which neither meals nor alcoholic beverages are normally dispensed or consumed.

Comprehensive plan~~:~~ shall mean ~~T~~the Comprehensive Plan of Wilton Manors, Florida, adopted pursuant to F.S. Chapter 163, Part II, as may be amended from time to time.

Conditional use~~:~~ shall mean ~~A~~a use that would not be appropriate generally or without restriction throughout a particular zoning district, but would, if controlled as to number, area, location, or relation to the neighborhood, be appropriate.

Construction, commencement of~~:~~ shall mean ~~T~~the first placement of permanent evidence of a structure on a site pursuant to a duly issued building permit, such as the pouring of slabs or footings. Permanent construction does not include the installation of streets, walkways or other infrastructure, nor does it include excavation or erection of temporary forms.

Contractor shop shall mean an area or building used to store and maintain equipment, materials, tools, vehicles, and other materials customarily used in the trade carried on by the contractor.

Convenience store~~:~~ shall mean ~~A~~a retail establishment, generally five thousand (5,000) square feet or smaller, that sells a variety of convenience goods, such as prepackaged snack and food items, tobacco, periodicals, beverages, household goods, automobile accessories, hardware, pharmaceutical items, prepared foods, and other popular, non-specialty items that consumers generally use or consume frequently, or require on short notice, and which stocks smaller varieties of any type of good than would ordinary general purpose stores or specialty stores such as grocery stores, home supply stores, pharmacies, and hardware stores. May also offer convenience services such as limited banking services. Convenience stores are often associated with another use, such as motor fuel pumps or fast-food restaurants.

Court~~:~~ shall mean ~~A~~an open space which may or may not have direct street access and around which is arranged a single building or a group of related buildings, provided such buildings do not enclose more than seventy-five (75) per cent of the perimeter of the open space.

Day care center~~:~~ shall mean ~~A~~a nonresidential facility that provides supervision and care of persons for periods of less than twenty-four (24) hours a day.

Density~~:~~ shall mean ~~T~~the number of dwelling units per acre.

Density, gross~~:~~ shall mean ~~T~~the number of dwelling units existing or proposed within a parcel, divided by the gross acreage. All references to density in these regulations shall be gross density unless otherwise specified.

Density, net~~:~~ shall mean ~~T~~the number of dwelling units existing or proposed within a parcel, divided by the net acreage.

Department~~:~~ shall mean ~~T~~the Community Development Services Department of the City of Wilton Manors.

Developer~~:~~ shall mean ~~A~~a person responsible for the planning, subsequent land improvement and/or development of a parcel of land.

Development: shall mean The carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three (3) or more parcels. The following activities or uses shall be taken for the purposes of the ULDR to involve "development":

(A) A reconstruction, alteration of, or material change in the extent or appearance of a structure on land.

(B) A change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land or an increase in the number of businesses, manufacturing establishments, or offices.

(C) Alteration of a shore or bank of a seacoast, river, stream, lake, pond, or canal, including any "coastal construction" as defined in F.S. § 161.021, as may be amended from time to time.

(D) Commencement of drilling, except to obtain soil samples, mining, or excavation on a parcel of land.

(E) Demolition of a structure.

(F) Clearing of land as an adjunct of construction.

(G) Deposit of refuse, solid or liquid waste, or fill on a parcel of land.

The following operations or uses shall not be taken for the purpose of the ULDR to involve "development" as defined hereunder:

(A) Work by a highway or road agency or railroad company for the maintenance of a road or railroad tract, if the work is carried out on land within the boundaries of the right-of-way.

(B) Work by any utility and other persons engaged in the distribution or transmission of gas or water, for the purpose of inspecting, repairing, renewing, or constructing on established rights-of-way any sewers, mains, pipes, cables, utility tunnels, power lines, towers, poles, tracks, or the like. This provision conveys no property interest and does not eliminate any applicable notice requirement to affected landowners.

(C) Work for the maintenance, renewal, or alteration of any structure, if the work affects only the interior or the color of the structure or the decoration of the exterior of the structure.

(D) The use of any structure or land devoted to dwelling uses for any purposes customarily incidental to enjoyment of the dwelling.

(E) A change in the ownership or form of ownership of any parcel or structure.

(F) The creation or termination of rights of access, riparian rights, easements, covenants concerning development of land, or other rights in land.

"Development" includes all other development customarily associated with it unless otherwise specified. When appropriate to the context, "development" refers to the act of development or to the result of the development. Reference to any specific operation is not intended to mean that the operation or activity when part of other operations or activities is not development. Reference to particular operations is not intended to limit generality to this definition. (This definition is based upon F.S. § 380.04, as may be amended.)

Development approval, development order or development permit: shall mean Any building permit, conditional use approval, subdivision approval, change of land use district boundary, Comprehensive Plan text amendment, certificate of compliance, or any other official action by any official, commission, or board of the City having the effect of permitting development.

Development review committee: shall mean The Development Review Committee of the City of Wilton Manors, Florida, as provided by Article 130, Division 3.

Director: shall mean the Director of the Community Services Department, or designee, of the City of Wilton Manors.

Driveway: shall mean the paved area leading from the edge of a street pavement to the accessway at the property line.

Dwelling~~:~~ shall mean ~~A~~a building or portion thereof, designed or used exclusively for residential occupancy by one or more persons, but not including travel trailers, mobile homes, hotels, motels, motor lodges, and rooming or boarding houses.

Dwelling, duplex~~:~~ shall mean ~~T~~the whole of a building that is divided into two (2) dwelling units.

Dwelling, multi-family~~:~~ shall mean ~~A~~a residential building containing three (3) or more dwelling units.

Dwelling, single-family~~:~~ shall mean ~~A~~a freestanding dwelling unit, designed for and occupied by one family only, with all rooms and areas within the building accessible from within, and with direct access to the dwelling only from the outside of the building.

Dwelling, townhouse~~:~~ shall mean ~~A~~a building divided vertically into three (3) or more attached dwelling units such that the individual dwelling units are side by side, where each dwelling unit is designed for occupancy by one family, and has its own, independent entrance at grade level.

Dwelling unit~~:~~ shall mean ~~A~~a room or group of rooms, intended to be occupied as separate quarters by one or more individuals living as a single housekeeping unit, containing independent and direct access from the outside of the building or through a common hall, independent and complete kitchen facilities for the exclusive use of the all the occupants of the dwelling unit, and independent, sleeping, and sanitary facilities. Travel trailers, mobile homes, hotels, motels, rooming or boarding houses are not included in this definition.

Exhibition hall~~:~~ shall mean ~~A~~a building or portion thereof occupied by a museum or gallery, such as an art gallery.

Family~~:~~ shall mean ~~O~~one or more persons related by blood, marriage or adoption, occupying a dwelling and living as a single housekeeping unit as distinguished from a group occupying a boarding or rooming house, hotel or motel.

A number of persons, but not exceeding four (4), living as a single housekeeping unit, though not related by blood, marriage or adoption, shall be deemed to constitute a family.

A legal custodian of an individual who has not attained the age of eighteen (18), and the individual, shall also constitute status as a related family member.

Family day care home shall mean~~:~~ ~~A~~an occupied residence in which child care is regularly provided for children unrelated to the residents of the premises by a resident of the premises, which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit, and may be regulated by F.S. § 402.313, as may be amended from time to time, and may be registered or licensed with the Department of Children and Family Services in compliance with State Law. Not included in this definition are private residences used for an informal cooperative arrangement among neighbors or relatives, or the occasional care of children with or without compensation.

Flex space shall mean a tenant space that can be used for multiple purposes. Flex space refers to a workspace that is versatile and adaptable, making it perfect for businesses with fluctuating needs. Uses that are located within flex space(s) shall be identified as permitted use(s) within the City's Code. Flex space shall also mean coworking facilities which combines private office space and open flexible space that is used for a variety of purposes including, but not limited to, shared workspace, dedicated rented desks, meeting space, and event venue rentals.

Floor area ratio~~:~~ shall mean ~~The gross floor area of the building or buildings on any lot divided by the net area of the lot.~~ the sum of all enclosed floor area under roof, measured to the exterior of the exterior wall. The following are excluded: Basements, uninhabited attics, garages, carports, screen-enclosed areas, terraces, balconies, colonnades, porches, decks, patios, water tank and cooling tower areas, elevator shafts, mechanical equipment areas, walkways, steps, stairwells, and accessory storage areas.

Food preparation facility~~:~~ shall mean ~~A~~a room where food is prepared, but which does not contain all of the equipment necessary to qualify as a kitchen, as defined herein.

General service and repair shop~~:~~ shall mean ~~A~~an establishment that services and repairs household and business items commonly delivered to the establishment by a consumer, such as appliances, personal computers, fax machines, small business machines, furniture, knives and other implements requiring sharpening or grinding,

cameras, shoes, jewelry, watches and musical instruments, but excluding automotive repair, and items repaired as an accessory use to tool and equipment sales and rental establishments.

Grade, existing~~:~~ shall mean ~~T~~the elevation of land prior to any excavation, filling or other disturbance in preparation for development. The term shall refer to the average elevation of an entire property unless the Director determines that the context of the term's use applies to a particular location upon a property.

Grade, finished~~:~~ shall mean ~~T~~the final level of the ground after filling or excavation, if any, pursuant to approved development plans, unless otherwise specified. The term *grade* shall always mean *finished grade* if the term is not specified as either existing or finished.

(1) For purposes of determining the height of fences, walls and hedges, grade shall be determined by taking the average elevation of land within twenty-five (25) feet on both sides of the wall, fence or hedge if the ground elevation in the area of the proposed fence, wall or hedge is irregular due to berming, mounding or natural variation in topography.

(2) For all other buildings and structures other than signs, which are addressed in Section 145-100, grade means the lowest habitable first floor elevation permitted by the regulations of all local, county, state and federal government agencies having jurisdiction over the subject property.

Gross floor area~~:~~ shall mean ~~T~~the sum of all enclosed floor area under roof, measured to the exterior of the exterior wall. In determining net floor area for required parking calculations, the following are excluded: Basements, uninhabited attics, garages, carports, screen-enclosed areas, terraces, balconies, colonnades, porches, decks, patios, water tank and cooling tower areas, elevator shafts, mechanical equipment areas, walkways, steps, stairwells, and accessory storage areas. Such areas can be subtracted from gross floor area to determine required parking.

Gymnasium~~:~~ shall mean ~~A~~a place or building designed and equipped for the conduct of sports, exercise, physical fitness, leisure time activities or other customary and usual recreational activities, operated for profit or not-for-profit.

Health and fitness center shall mean a place with or without exercise equipment and facilities for physical activity. A health and fitness center is also known as a studio, gym, health club, or fitness club.

Height, building or structure~~:~~ shall mean ~~T~~the vertical distance from finished grade to the highest point of the roof for flat roofs; to the deck line of mansard roofs; to the average height between eaves and the ridge for gable, hip and gambrel roofs; to the average height between the high and low points for a utility shed roof; and from finished grade to the highest point of any non-roofed structure, unless otherwise provided within the ULDR for specific types of structures.

Home occupation~~:~~ shall mean ~~A~~any occupation within a dwelling and clearly incidental and accessory thereto, carried on by persons residing permanently and continuously in the dwelling.

Homeowners association~~:~~ shall mean ~~A~~an incorporated, non-profit organization charged with the maintenance of common facilities and amenities within a residential development through which each property owner within the development is automatically a member and each parcel of property under separate ownership is automatically subject to a charge for a proportionate share of the expense of the organization's activity, such as maintaining open space and other commonly owned facilities such as drainage areas, irrigation systems and landscape buffers. This definition may also be applied to nonresidential developments where land has been subdivided and each property owner must to belong to a similar organization that is responsible for maintaining common facilities.

House of worship or place of worship~~:~~ shall mean ~~A~~a building or structure owned and/or used by a religious organization for worship, religious training, or education. A house of worship may also include accessory schools and day care centers.

Hotel~~:~~ shall mean ~~A~~a building or group of buildings containing individual rooms or suites of rooms, each having a private bathroom, for the purpose of providing overnight, transient lodging accommodations to the general public for compensation with or without meals, which has common facilities for reservations, cleaning services and on-site management, and may provide additional services such as restaurants, meeting rooms, spas, entertainment and

recreational facilities. There is no distinction made in these regulations between a hotel and motel. This definition specifically excludes bed and breakfasts.

Houseboat~~:~~ shall mean ~~A~~a watercraft used or designed for use as a dwelling, office or business enterprise.

Housekeeping unit~~:~~ shall mean ~~A~~a non-transient individual or group of persons occupying a dwelling unit with common access to, and use of, all living and eating areas, and all facilities for the preparation and storage of food within the dwelling unit.

Incubator space shall mean a facility dedicated to the start-up and growth of small businesses, accomplished through management and facility support systems. Management support systems include, but is not limited to, access to professional advice, information on small business regulations, management, advertising, promotion, marketing, sales, inventory, employees, labor relations, and financial counseling. Facility support systems include, but is not limited to, clerical and reception staff, cleaning and building security, and access to copy and facsimile machines, computers, faxes, and other electronic equipment.

Kennel~~:~~ shall mean ~~A~~any place or premises where more than four (4) dogs over six (6) months of age are kept, or where domestic animals not owned by the owner or occupant of the premises are boarded for compensation.

Kitchen~~:~~ shall mean ~~A~~a room designed or used for the cooking and preparation of food that contains, as minimum equipment, a range or oven, sink and refrigerator.

Laundromat~~:~~ shall mean ~~A~~a retail establishment that provides washing and drying of clothing and linens which are brought to, and taken away from, the establishment by the customer.

Loading space~~:~~ shall mean ~~S~~space logically and conveniently located for bulk pickups and deliveries. Required off-street loading space is not to be included as off-street parking space in computation of required off-street parking space.

Local Planning Agency~~:~~ shall mean ~~T~~the Local Planning Agency of the City of Wilton Manors, Florida, created pursuant to F.S. Chapter 163, Part II, and charged with the duties set forth in Article 130, Division 1.

Lot~~:~~ shall mean ~~A~~a contiguous unit of land under identical ownership throughout established and described by subdivision plat or deed of record, or as otherwise permitted by law, but that is undivided by any public right-of-way or private street, and including a combination of individually recorded lots to create one unified development site that will not be further divided. Any reference to a platted lot is to the lot as created by the plat or replat, regardless of ownership or further subdivision.

Lot area~~:~~ shall mean ~~T~~the total horizontal area within the lot lines of the lot.

Lot, corner~~:~~ shall mean ~~A~~a lot abutting upon two (2) or more streets at their intersection.

Lot coverage~~:~~ shall mean ~~T~~the percentage of the gross area of a lot covered by roofed area.

Lot depth~~:~~ shall mean ~~T~~the mean horizontal distance between the front and rear lot lines.

Lot frontage~~:~~ shall mean ~~T~~the distance for which the front lot line and the street line are coincident.

Lot, interior~~:~~ shall mean ~~A~~a lot, other than a corner lot.

Lot, key~~:~~ shall mean ~~A~~an interior lot having its side lot lines coincident on one or both sides with the rear lot lines of adjacent lots.

Lot line~~:~~ shall mean ~~T~~the boundary line of a lot. On waterfront lots the established bulkhead line or, where the bulkhead line has not been established, the mean high water line shall be construed to be a lot line.

Lot of record, legal~~:~~ shall mean ~~A~~any lot validly recorded by deed or plat which, at the time of its recording, complied with all applicable zoning and subdivision laws, ordinances and regulations.

Lot, through (double frontage)~~.~~~~:~~ shall mean ~~A~~any lot having frontages on two (2) parallel or approximately parallel streets.

Lot width, required~~:~~ shall mean ~~T~~the horizontal distance between the side lot lines measured at the required front setback line and parallel to the front street line.

Lounge: See "Bar."

Marijuana~~:~~ shall mean ~~Has T~~the meaning given to cannabis in F.S. § 893.02(3), as amended and, in addition, "Low-THC cannabis" as defined in F.S> § 381.986(1)(b), as amended shall also be included in the meaning of the term "marijuana."

Marina~~:~~ shall mean ~~A~~a place for docking boats or providing services to boats and the occupants thereof, including minor servicing and repair to boats while in the water, sale of fuel and supplies, and provision of lodging, food, beverages and entertainment as accessory uses. A yacht club shall be considered as a marina, but a hotel, motel or similar use, where docking of boats and provision of services thereto, is incidental to other activities shall not be considered a marina, nor shall boat docks accessory to a multiple dwelling where no boat-related services are rendered.

Medical marijuana treatment center (MMTC)~~:~~ shall mean ~~A~~any facility licensed by the Florida Department of Health that acquires, cultivates, possesses, processes (including but not limited to development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, stores, or administers marijuana, products containing marijuana, related supplies, or educational materials, as authorized by state law to qualifying patients or their caregivers.

Microbrewery shall mean an establishment where beer and malt beverages are duly-licensed to be made on the premises and then sold or distributed, and which produces less than fifteen thousand (15,000) barrels (four hundred sixty-five thousand (465,000) U.S. gallons) of beer per year.

Micro-distillery shall mean a duly-licensed establishment primarily engaged in on-site distillation of spirits in quantities not to exceed seventy-five thousand (75,000) gallons per year. The distillery operation processes the ingredients to make spirits by mashing, cooking, and fermenting. The micro-distillery operation does not include the production of any other alcoholic beverage.

Microwinery shall mean a facility that uses grapes from outside sources instead of its own vineyard to produce wine in quantities not to exceed two thousand (2,000) barrels per year, and includes either a restaurant, bar or tasting room as an accessory use. For the purposes of this Code, micro-wineries shall constitute a microbrewery.

Mixed use~~:~~ shall mean ~~A~~a single building containing more than one type of land use or a single development of more than one building and use, where the different types of land uses are in proximity, planned as a unified complementary whole, and functionally integrated to the use of shared vehicular and pedestrian access and parking areas.

Mobile home~~:~~ shall mean ~~A~~a detached dwelling constructed prior to June 15, 1976, with the following characteristics:

(A) Designed or used for long-term occupancy, and containing sleeping accommodations, a flush toilet, a tub or shower bath, and kitchen facilities, with plumbing and electrical connections provided for attachment to outside systems;

(B) Designed for transportation after fabrication on streets or highways on its own wheels; and

(C) Ready for occupancy except for minor and incidental unpacking and assembly operations, temporary or permanent foundations, connection to utilities, and the like.

(D) Premanufactured dwellings transported to building sites and constructed after June 15, 1976, are considered to be "manufactured homes" and are not distinguished from single-family dwellings within these regulations.

A travel trailer is not to be considered as a mobile home. (See: "Trailer, Travel.")

Motel, motor court or motor lodge~~:~~ shall mean ~~A~~a building in which lodging or boarding and lodging are provided and offered to the public for compensation. As such, it is open to the public in contradistinction to a boarding or lodging house, or a multiple dwelling; same as a hotel, except that the buildings are usually designed to

serve persons traveling by automobile, ingress and egress to rooms need not be through a lobby or office, and parking usually is adjacent to the rooms. Dining rooms and bar or taprooms may be operated as an accessory use to a motel, motor court or motor lodge.

Motor fuel pump~~:~~ shall mean ~~A~~a device or mechanism used for the dispensing of refined motor fuel products into an approved receptacle for retail sale or in connection with the operation of a permitted on-site commercial, industrial or government use.

Nightclub~~:~~ shall mean ~~T~~the term nightclub shall pertain to and include restaurants, dining rooms, bars or other similar establishments where music is played at or above normal conversation sound level such that the music is primary entertainment and not merely background music for ambiance, or where floor shows or other forms of lawful entertainment are provided for guests.

Nonconforming building or structure~~:~~ shall mean ~~A~~a building or structure or portion thereof, other than a sign, lawfully existing at the effective date of these regulations, or any amendment thereto, which does not comply with the provisions of these regulations, other than use regulations.

Nonconforming lot~~:~~ shall mean ~~A~~a legal lot of record prior to the adoption or amendment of these regulations, but that fails by reason of such adoption or amendment to conform to the present requirements for minimum lot area and/or dimensional requirements.

Nonconforming use~~:~~ shall mean ~~A~~a use of land that was lawful prior to the adoption or any subsequent requirements for off-street parking spaces set forth in Article 135, Off-Street Parking, not in a street or alley, that is permanently reserved for the temporary storage of one automobile and connected with a street or alley by an all-weather surfaced driveway which affords ingress and egress for an automobile without requiring another automobile to be moved, except where vehicle stacking or alternative parking and driveway surfaces are specifically permitted by the ULDR. A private garage and associated driveway accessory to a dwelling unit shall each count towards off-street parking spaces, regardless of the need to move one or more automobiles in order to afford ingress and egress for another automobile, provided they meet the minimum dimensional requirements for a parking space set forth in Article 135, Off-Street Parking.

Pawnshops~~:~~ shall mean ~~T~~the location at which a pawnbroker conducts business. Pawnbroker means any person who is engaged in the business of making pawns as defined in F.S. Chapter 539, as may be amended, who makes a public display containing the term "pawn," "pawnbroker," or "pawnshop" or any derivative thereof; or who publicly displays a sign or symbol historically identified with pawns.

Person~~:~~ shall mean ~~A~~an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two (2) or more persons having a joint or common interest, or any other legal entity.

Personal service establishment~~:~~ shall mean ~~A~~a business activity primarily engaged in providing individual services involving the care of a person or their apparel, eyewear, jewelry and other items worn on one's person, including beauty salons, tailors, shoe repair, licensed massage therapy, personal training (fitness) studios, and other similar uses. Astrologists and other fortune telling activities, medical services, and mortuaries and related businesses shall not be considered personal service establishments.

Pervious area~~:~~ shall mean ~~L~~land surface that presents an opportunity for precipitation to infiltrate directly into the ground.

Pharmacy~~:~~ shall include ~~A~~a community pharmacy, an institutional pharmacy, a nuclear pharmacy, a special pharmacy, and an internet pharmacy, as defined in F.S. § 465.003, as amended.

Plat~~:~~ shall mean ~~A~~a map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and containing other information in compliance with all applicable sections of the Broward County Land Development Code and these regulations, and may include the term "replat," "amended plat" or "revised plat." Approved plats will be submitted for recording in the plat books of the public records of Broward County, Florida.

Pop-up shop shall mean a temporary space that's open for a limited time to promote a product, service, or cause. Pop-up shops can last anywhere from three days to three months. Pop-up shops are not limited to retail,

and can also be used in the music, museum, and food industries. Pop-up shops can take many forms, including booths, kiosks, or compact freestanding stores.

Porch~~:~~ shall mean ~~A~~a roofed space attached to the outside of an outer wall of a building, one or two (2) stories in height, open on one or more sides, which may have railings, screen or glass enclosure. An open or unenclosed porch is one without railing, glass, canvas, screen, or similar materials on the open sides.

~~*Private club*: A business establishment providing food, liquor, entertainment or recreational opportunities on a members and guest only basis.~~

Public utility or service facility~~:~~ shall mean ~~B~~buildings, structures and facilities relating to the furnishing of utility services to the general public, such as electric, gas, communications, water, sewer, drainage, and public transit to the public, including generating and switching stations, poles, lines, pipes, pumping stations, repeaters, antennas, transmitters and receivers, valves, weirs, and stormwater retention areas.

Regional transportation network~~:~~ shall mean Andrews Avenue, Oakland Park Boulevard, N.W. 9th Avenue, Dixie Highway north of N.E. 26th Street, Wilton Drive, N.E. 26th Street east of Dixie Highway, and N.E. 6th Avenue.

Regulations~~:~~ shall mean ~~T~~the terms "regulations" and "these regulations" refer to the City of Wilton Manors Unified Land Development Regulations (ULDRs) unless otherwise specifically indicated within the ULDRs.

Restaurant, drive-in (drive-thru)~~:~~ shall mean ~~A~~a club or auto service restaurant where space is provided or allowance made for automobiles to congregate for the purpose of serving the occupants with food and refreshments.

Restaurant~~:~~ shall mean ~~A~~an establishment where food is prepared and served for pay including fast food restaurant establishments without drive-in or drive-thru.

Right-of-way line~~:~~ shall mean ~~T~~the line separating a public right-of-way or private ingress/egress easement of a street from abutting property. All references to a right-of-way line shall mean the ultimate planned right-of-way line according to the Broward County Trafficways Plan and any City right-of-way plan adopted by the City Commission.

School, trade or vocational~~:~~ shall mean ~~A~~a secondary or higher education facility primarily teaching usable skills that prepare students for jobs in a trade, and meeting the state requirements as a vocational facility.

Service station~~:~~ shall mean ~~A~~any building, structure or land used for the retail sale of motor vehicle fuels, oils and accessories, and the servicing or repairing of minor and major parts and accessories, but not including major repair work such as body and fender repair or spray painting.

Setback~~:~~ shall mean ~~A~~a setback is the minimum horizontal distance between a building or structure and boundary lines of the lot on which situated except that setbacks shall be measured from right-of-way lines where right-of-way lines and lot boundary lines do not coincide.

Site plan~~:~~ shall mean ~~A~~a drawing illustrating a proposed development and prepared in accordance with the specifications set forth in Article 85 of these regulations.

Story~~:~~ shall mean ~~T~~that portion of a building, other than a basement or mezzanine, with a clearance of at least seven and one-half (7.5) feet, included between the surface of any floor and the surface of the next floor above it or, if there is no floor above it, then the space between such floor and the next ceiling above it.

Street~~:~~ shall mean ~~A~~a public or private thoroughfare that affords the principal means of access to abutting property. A private street shall provide for access pursuant to an ingress and egress easement that is approved by the City Commission and recorded in the Public Records of Broward County, Florida.

Street line~~:~~ shall mean the public or private right-of-way line of a street.

Structural alterations~~:~~ shall mean ~~A~~any change, except for repair or replacement, in the supporting members of a building or structure, such as bearing walls, columns, floor or roof joists, beams or girders, and any change in the dimensions or configuration of exterior walls or the roof.

Structure~~:~~ shall mean ~~A~~anything constructed or erected, the use of which requires permanent location on the ground or attached to something having a permanent location on the ground. Among other things, structures include, walls, fences, signs, and screen enclosures. Buildings are structures, but for purposes of these regulations, the term *structure* shall refer to structures that are not considered to be buildings.

Taproom~~:~~ shall mean ~~A~~a room that is ancillary to the production of beer at a brewery, microbrewery, microwinery, and brewpub where the public can purchase and/or consume alcoholic beverages as licensed and regulated by the State of Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.

Tasting room~~:~~ shall mean ~~A~~a room that is ancillary to the production of spirits where the public can purchase and/or consume the beer, wine or spirits produced by the microbrewery, microwinery, brewpub, brewery, or micro-distillery on site as licensed and regulated by the State of Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.

Townhouse: See "Dwelling, townhouse."

Transient~~:~~ shall mean ~~A~~an individual or group in transient occupancy. Transient occupancy is when it is the intention of the parties that the occupancy will be temporary.

Travel trailer~~:~~ shall mean ~~A~~a temporary dwelling unit designed to be transported over streets and highways and for accommodating a family for temporary occupancy while traveling or temporarily living in a location, but not as a permanent dwelling unit, and is not a mobile home.

Use~~:~~ shall mean ~~A~~any purpose for which buildings or other structures or land may be arranged, designed, intended, maintained, or occupied; or any occupation, business, activity, or operation carried on or intended to be carried on in a building or other structure or on land.

ULDRs~~:~~ shall mean Unified Land Development Regulations.

Utility shed~~:~~ shall mean ~~A~~a detached subordinate accessory building or structure used for storage, and which may also include a greenhouse.

Variance~~:~~ shall mean ~~A~~a variance is a relaxation of certain regulations contained in these regulations where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the regulations would result in unnecessary and undue hardship. As used in these regulations, a variance may be authorized only for height, area, size of structure, size of yards and open spaces, and off-street parking and loading requirements, unless otherwise provided within these regulations. Establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the zoning district or uses in an adjoining zoning district.

Vehicular use area (VUA)~~.~~: shall mean ~~A~~an area used for parking, loading and vehicular access for any property not occupied by a single-family residence.

Watercraft or water vehicle shall mean an aquatic vessel propelled by a water-jet pump or other machinery as its primary source of motive power.

Waterway~~:~~ shall mean ~~A~~any body of water, natural or artificial.

Wholesale~~:~~ shall mean ~~A~~an establishment for the sale of goods or services in relatively large quantities and lower price, as compared with retail stores primarily selling to the walk-in public, especially selling to retailers or a trade for resale to consumers. Wholesale clubs, which are business that sell goods or items in bulk or large quantity at costs generally below market price to members of the public and/or businesses, and which may require a membership, are not included in this definition.

Yard~~:~~ shall mean ~~A~~an open area, other than a court, on the same lot with a building unoccupied and unobstructed from the ground upward, except as otherwise provided in these regulations. Typical yards are described as follows:

(A) A yard that abuts a street is a front yard. Lots with frontage on three (3) streets have three (3) front yards facing the streets and a rear yard.

(B) A lot surrounded by streets has all front yards.

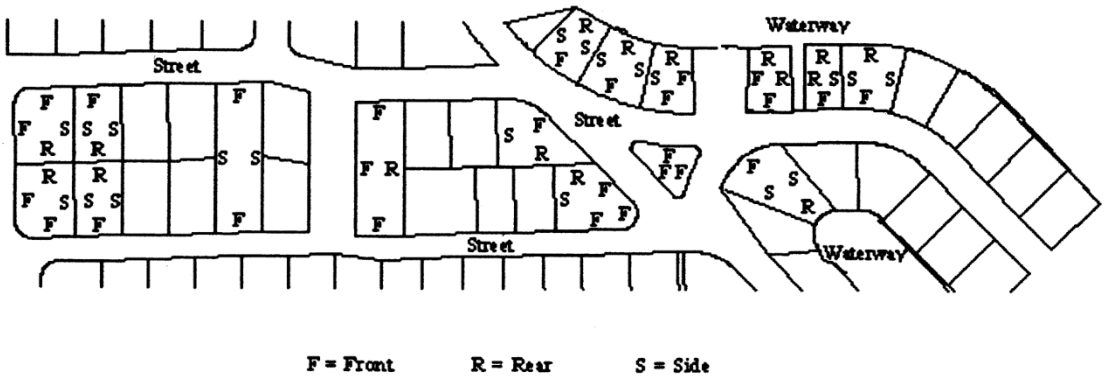
(C) Interior lots with frontage on a single street have a front yard facing the street, a rear yard parallel to the front yard, and two (2) side yards horizontal to the front yard.

(D) Corner lots with frontage on two (2) streets have two (2) front yards facing the streets, a rear yard, and a side yard.

(E) Through lots with frontage on two (2) streets have two (2) front yards facing the streets and two (2) side yards.

(F) Lots abutting waterways have a rear yard abutting the waterway.

(G) The following graphic identifies typical yards:



Yard Illustration

Yard, front: shall mean ~~A~~a yard across the full width of the lot extending from the front line of the building to the front right-of-way line of the lot.

Yard, rear: shall mean ~~A~~a yard extending the full width of the lot between the main building and the rear lot line.

Yard, required: shall mean ~~A~~a minimum open area requirement, other than a court, on the same lot with a building, unoccupied and unobstructed from the ground upward, except as otherwise provided in these regulations. The depth of any required yard that abuts an existing or proposed street, for which additional right-of-way will be required pursuant to the Broward County Trafficways Plan, Comprehensive Plan, or other officially adopted plan, shall be measured from the ultimate right-of-way line of the street, provided that the area in between the existing and ultimate right-of-way lines shall also be considered part of the required yard.

Yard, side: shall mean ~~A~~a yard between the building and the adjacent side of the lot, and extending from the front yard to the rear yard thereof.

Chapter 3 ALCOHOLIC BEVERAGES

Sec. 3-1. Definitions.

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

Alcoholic beverages shall mean all distilled spirits and all beverages containing one-half of one (1) percent or more of alcohol by weight.

Beer shall mean a brewed beverage that meets the federal definition of beer in 27 C.F.R. § 25.11 and contains less than six (6) percent alcohol by volume.

Consumption off the premises shall mean consumption of liquor, beer, wine or alcoholic beverages of any kind at a place different from the place where purchased.

Consumption on the premises shall mean consumption of liquor, beer, wine or alcoholic beverages of any kind upon the premises where purchased.

Fortified wine shall mean all wines containing more than 17.259 percent of alcohol by volume.

Liquor shall mean any distilled or rectified spirits or distilled alcoholic beverages and the substances known as ethyl alcohol, ethanol or spirits of wine in any form including all dilutions and mixtures of one (1) or more of the foregoing from whatever source or by whatever process produced.

Malt beverage shall mean any brewed beverage containing malt.

Premises shall mean licensed premises as defined in Florida Statutes 561.01(11).

Vendor shall mean all persons selling, or keeping with the intention of selling, or dealing in, the beverages defined in this Section.

Wine shall mean all beverages made from fresh fruits, berries, or grapes, either by natural fermentation or by natural fermentation with brandy added, in the manner required by the laws and regulations of the United States, and includes all sparkling wines, champagnes, combinations of the aforesaid beverages, sake, vermouths, and like products. Sugar, flavors, and coloring materials may be added to wine to make it conform to the consumer's taste, except that the ultimate flavor or the color of the product may not be altered to imitate a beverage other than wine or to change the character of the wine.

The terms "beer" and "malt beverage" have the same meaning when either term is used in the Beverage Law. The terms do not include alcoholic beverages that require a certificate of label approved by the Federal Government as wine or as distilled spirits.

Sec. 3-2. Consumption or selling on public property.

(a) No person shall drink, consume, sell or have in his possession any alcoholic beverage of any kind on any public property within the City including, but not limited to, parks, streets, sidewalks, squares, recreation areas, plazas, grounds and buildings in the City or any other place owned by the City or any other place to which the public is invited through acquiescence or express or implied permission unless:

(1) Such place has been duly licensed by the state for such purpose, if required by the state; and

(2) Such place has been given permission for the drinking or consumption of alcoholic beverages by the City as provided in Section 3-3 of this Chapter.

(b) *Enforcement.* The officers of the City's Police Department, as well as the City's Code Compliance Officers, shall enforce the provisions of this Section. Any person who fails to pay the below described civil fine within the time allowed or who fails to appear, whether in court, or before the Special Magistrate, to contest the violation

shall be deemed to have waived the right to contest the violation, and judgment may be entered against the person for an amount not to exceed five hundred dollars ($500.00), plus court costs, administrative costs, and attorneys' fees, if applicable.

(c) *Fines for violation.* There is hereby established the following schedule of fines for violations of this Section, unless an exception as described in Section 3-3 of this Chapter applies:

First offense….$250.00

Second offense or greater….500.00

However if a Special Magistrate finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed five thousand dollars ($5,000.00) per violation.

Sec. 3-3. Exception; procedure.

(a) Any individual or organization desiring to sell or serve alcoholic beverages for drinking or consumption on any of the premises described in Section 3-2 of this Chapter shall apply for a permit for same and shall fill out with the Leisure Services Department of the City an application which shall be sworn to and shall state:

(1) The name of the organization or individual requesting permission;

(2) The name, address and telephone number of the individual or authorized and responsible head of such organization;

(3) The name, address and telephone number of the person who will be responsible for the conduct of the event;

(4) The park, recreation area or facility for which such permit is desired;

(5) The date and hour of commencement and of termination;

(6) Whether or not alcohol will be served and/or sold; and

(7) Any other pertinent information deemed necessary by the Director of Leisure Services, or their designee.

(b) The Director of Leisure Services, or their designee shall either disapprove or approve the application with qualifications that shall be endorsed upon the permit. Such approval shall be specifically conditioned upon the applicant obtaining the applicable state beverage license, if required, and liability insurance in an amount required by the City's Risk Manager, or their designee. Such permit shall also clearly set out the days, times and location of the activity for which the permit is granted.

(c) If alcohol will be served but not sold, the City's Risk Manager may waive the insurance requirement.

(d) If alcohol will be sold, a liquor license, liquor liability insurance in an amount required by the City's Risk Manager, and general liability insurance naming the City of Wilton Manors as an additional insured will be required and a copy filed with the Risk Management office.

(e) If alcohol will be sold at any time, a Wilton Manors off duty police detail or an off duty police detail of another law enforcement agency having jurisdiction or private security officers certified by the state department of law enforcement, will be required. "Sold" shall include the direct or indirect exchange of monetary or non-monetary consideration for the purchase of alcohol (including but not limited to the redemption of purchased tickets in exchange for alcohol). The type and level of security to be provided shall be determined by the Chief of Police or their designee.

(f) The permit application fee shall be established, and amended, by resolution of the City Commission. Prior to issuance of a permit, the application fee shall be paid in full.

Sec. 3-4. Prohibiting intoxicated persons to loiter about premises.

It shall be unlawful for any intoxicated person to loiter in and about the business premises used or occupied by any person licensed under the state beverage law. It shall be unlawful for the operator of such premises to allow any such person to remain thereon.

Sec. 3-5. Permit fees waivable.

All fees that may be charged as a result of any permit issued under Section 3-2 may be waived.

~~Sec. 3-6. Distance between places of business.~~

~~No license shall be issued to sell any alcoholic beverage that violates any of the zoning laws of the City relative to distances between places of business as set out in the zoning ordinance or any amendments thereto. No such license shall be issued during the period in which the existing license is renewable as a matter of course at such existing location, nor shall the existing license be permitted to be transferred from location to location so as to violate such required distances between places selling alcoholic beverages.~~

Sec. 3-7. Distance from ~~churches or~~ schools.

No license shall be issued to sell any alcoholic beverage for consumption on or off the premises that violates any of the zoning laws of the City relative to distance from ~~churches or~~ schools as set out in the zoning ordinance or any amendments thereto. Whenever a license has been lawfully procured and thereafter a ~~church or~~ school is established within a distance otherwise prohibited by law, the establishment of such ~~church or~~ school shall not be cause for the revocation of the license or prevent the subsequent renewal of same.

Sec. 3-8. Right to inspect and search places of business.

For the general health and welfare of the citizens of the City, licensees, where alcohol is consumed on their premises, by accepting their licenses from the state or the City, agree that their places of business may be inspected and searched during business hours pursuant to state statutes and federal law, by Police Officers of the City or by inspectors.

Sec. 3-9. Hours of sale.

(a) No vendor shall sell or offer for sale or deliver or serve upon the premises of such vendor any liquor, beer or wine regardless of alcoholic content on Monday through Friday between the hours of 2:00 a.m. and 7:00 a.m., and on Saturday and Sunday between the hours of 3:00 a.m. and 7:00 a.m.

(b) No person shall sell or offer for sale or deliver any liquor, beer or wine, regardless of alcoholic content, by package, bottle or container on Monday through Friday between the hours of 2:00 a.m. and 7:00 a.m., and on Saturday and Sunday between the hours of 3:00 a.m. and 7:00 a.m.

(c) No vendor shall permit anyone who purchases package goods in the original container to leave the premises during the prohibited hours, taking with them in any container any alcoholic beverage originally purchased by package, bottle or container, so that the same may be consumed off the premises.

(d) No employee of a state-licensed vendor shall sell or offer for sale or deliver or serve or permit to be consumed or taken away any alcoholic beverage of any kind during the prohibited hours.

(e) It shall be deemed a violation of this Section for any person, during the hours prohibited under this Section, to gratuitously give away any kind of alcoholic beverage along with any other product of any nature sold at any inflated price or otherwise or in the form of a so-called bonus predicated upon another purchase or as a gift.

(f) A person or vendor may apply for a specific use permit which grants a temporary exemption to the prohibited hours specified herein. Such application shall specify the date(s) and time(s) for which the exemption is sought and shall be submitted to the Community Development Services Department at least sixty (60) days prior to the initial exemption date and shall be presented to the City Commission for consideration at least thirty (30) days prior to the initial exemption date. Applicants shall specify the reason for the request and the estimated number of attendees at events related to the request. Temporary exemptions shall not be in excess of three (3) consecutive days. No person or vendor shall be granted more than five (5) exemptions per year. Each date requested shall constitute one (1) exemption. The applicant may be required to hire off-duty sworn law enforcement officer(s), at the sole expense of the applicant, for a minimum of three (3) hours as determined by the Chief of Police or their designee. Concurrently, the applicant shall submit written application for an off-duty sworn law enforcement officer(s) to the City of Wilton Manors Police Department a minimum of sixty (60) days prior to the event date(s) and payment shall be made as directed by the City of Wilton Manors Police Department and/or the law enforcement agency supplying off-duty sworn law enforcement services. Off-duty security detail rates may vary depending on the agency supplying the services, and these rates are subject to change from time to time. The number of off-duty sworn law enforcement officer(s) shall be at the sole discretion of the Chief of Police, or their designee. The City Commission may consider consistency with the Comprehensive Plan; consistency with zoning; impacts on traffic circulation; impacts on pedestrian safety; nuisance factors; screening and buffering of adjacent properties; and neighborhood scale and character. Furthermore, the City Commission may impose any and all reasonable requirements, including but not limited to requiring the person or vendor to pay for additional City staff, labor, materials, and/or off-duty details. The request and/or approval of an exemption shall not exceed past 4:00 a.m.

(g) Enforcement. The officers of the City's Police Department, as well as the City's Code Compliance Officers, shall enforce the provisions of this Section. Any person who fails to pay the below described civil fine within the time allowed or who fails to appear, whether in court, or before the City's hearing officer, to contest the violation shall be deemed to have waived the right to contest the violation, and judgment may be entered against the person for an amount not to exceed five hundred dollars ($500.00), plus court costs, administrative costs, and attorneys' fees, if applicable.

(h) Fines for violation. There is hereby established the following schedule of fines for violations of this Section:

First offense….$250.00

Second offense or greater….500.00

However if a Special Magistrate finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed five thousand dollars ($5,000.00) per violation.

Sec. 3-10. Music and noise regulated.

(a) No person licensed to sell alcoholic beverages shall allow, between the hours of 11:00 p.m. and 7:00 a.m. the following morning, instrumental music, singing or other forms of entertainment in any room where beer, wine, liquor or any alcoholic beverage is sold or offered for sale outdoors or indoors unless such room is soundproofed so that the noise therefrom may not disrupt the peace and quiet of the neighborhood. Music, singing and other forms of entertainment may be conducted during the hours that alcoholic beverages may be sold, but at no other hours.

(b) Enforcement. The officers of the City's Police Department, as well as the City's Code Compliance Officers, shall enforce the provisions of this Section. Any person who fails to pay the below described civil fine within the time allowed or who fails to appear, whether in court, before the City's hearing officer, or before the Special Magistrate, to contest the violation shall be deemed to have waived the right to contest the violation, and judgement may be entered against the person for an amount not to exceed five hundred dollars ($500.00), plus court costs, administrative costs, and attorneys' fees, if applicable.

(c) Fines for violation. There is hereby established the following schedule of fines for violations of this Section:

First offense$250.00

Second offense or greater500.00

However if a Special Magistrate finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed five thousand dollars ($5,000.00) per violation.

Sec. 3-11. Serving setups, other service by individuals or entities not licensed to sell for consumption on premises.

No individual or entity who is not licensed to sell liquor to be consumed upon the premises shall knowingly furnish or provide any setups, glasses, or other service to any person for the purpose of consuming liquor in, at or upon the licensed premises.

Sec. 3-12. Commission of unlawful act on premises.

No vendor or distributor shall knowingly, directly or indirectly, commit or assist in the commission of any unlawful act upon any licensed premises.

(Ord. No. 2022-007, § 3, 5-10-22)

Sec. 3-13. Use of premises for immoral or criminal purposes.

No licensed vendor shall permit their licensed premises to be used for any immoral, improper or criminal purposes, nor shall they permit persons of known immoral, improper or criminal habits to frequent, loiter or assemble on the premises or in the entrance thereto.

Sec. 3-14. Nudity, sexual conduct prohibited.

(a) No person shall expose to public view their genitals, pubic area, vulva, anus, anal cleft or cleavage, or any portion of the foregoing specified anatomical areas, or any simulation thereof in any establishment at which alcoholic beverages, beer or wine are offered for sale for consumption on the premises.

(b) No female person shall expose to public view any portion of their breasts encompassed within an area falling below the horizontal line one would have to draw to intersect a point above the top of the areola, or any portion of the areola, or any simulation thereof in any establishment at which alcoholic beverages, beer or wine are sold or offered for sale for consumption on the premises. This definition shall include the entire lower portion of the human female breast, but shall not include any portion of the cleavage of the human female breast exhibited by a dress, blouse, shirt, leotard, bathing suit, or other wearing apparel, provided the areola is not so exposed.

(c) No person maintaining, owning, or operating an establishment at which alcoholic beverages, beer or wine are sold or offered for sale for consumption on the premise shall suffer or permit any person to expose to public view [their] anus, anal cleft or cleavage, or any portion of the foregoing specified anatomical areas, or simulation thereof, within any establishment at which alcoholic beverages, beer or wine are offered for sale for consumption on the premises.

(d) No person maintaining, owning, or operating an establishment at which alcoholic beverages, beer or wine are offered for sale for consumption on the premises shall suffer or permit any female person to expose to public view any portion of their breasts encompassed within an area falling below the horizontal line one would have to draw to intersect a point immediately above the top of the areola, or any portion of the areola, or any simulation thereof, within any establishment at which alcoholic beverages, beer or wine are sold or offered for sale for consumption on the premises. This definition shall include the entire lower portion of the human female breasts, but shall not include any portion of the cleavage of the human female breasts exhibited by a dress, blouse, shirt, leotard, bathing suit, or other wearing apparel, provided the areola is not so exposed.

(e) No person shall engage in and no person maintaining, owning, or operating an establishment at which alcoholic beverages, beer or wine are offered for sale for consumption on the premises shall suffer or permit any sexual intercourse, masturbation, sodomy, beastiality, oral copulation, flagellation, any sexual act which is prohibited by law, touching, caressing or fondling of the breasts, buttocks or any portion thereof, within any establishment at which alcoholic beverages, beer or wine are sold or offered for sale for consumption on the premises.

(f) Enforcement. The officers of the City's Police Department, as well as the City's Code Compliance Officers, shall enforce the provisions of this Section. Any person who fails to pay the below described civil fine within the time allowed or who fails to appear, whether in court, before the City's hearing officer, or before the Special Magistrate, to contest the violation shall be deemed to have waived the right to contest the violation, and judgement may be entered against the person for an amount not to exceed five hundred dollars ($500.00), plus court costs, administrative costs, and attorneys' fees, if applicable.

(g) Fines for violation. There is hereby established the following schedule of fines for each violation of this Section.

First offense….$250.00

Second offense or greater….500.00

However if a Special Magistrate finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed five thousand dollars ($5,000.00) per violation.

Sec. 135-020. Design standards.

Off-street parking areas shall be designed to ensure safe and efficient traffic circulation, with consideration given to the surrounding street plan, traffic volumes, proposed street improvements, vehicular street capacities, pedestrian movements and safety. The parking facilities shall be of sufficient size and configuration to allow necessary functions for loading, unloading and parking maneuvers to be carried out on private property, and completely off the street right-of-way, unless otherwise specifically permitted.

(A) *Parking space definition.* An off-street parking space is an all-weather surfaced area not in a street or alley and having a width of not less than nine (9) feet and a length of not less than ~~twenty (20)~~ eighteen (18) feet, except as otherwise provided below, exclusive of driveways, which space is permanently reserved for the temporary storage of one private passenger motor vehicle and is connected with a street or alley by an all-weather surfaced driveway which affords ingress and egress for an automobile without requiring another automobile to be moved or otherwise requiring access over or through any other parking space, except as provided below.

(1) A driveway, as well as a garage or carport that meet the dimensional requirements of this provision may be counted as off-street parking spaces for detached single-family homes, irregardless of the need to move one automobile in order to afford ingress and egress for another automobile.

(2) A garage or carport, and a driveway servicing a garage or carport, that meet the dimensional requirements of this provision, may be counted as off-street parking spaces for attached single-family homes, duplex and townhome units to which the garage or carport is attached, regardless of the need to move one automobile in order to afford ingress and egress for another automobile. For a duplex providing on-street parking for one unit pursuant to section 135-050, on-street parking credit, a driveway with stacked spaces may be utilized to provide parking for the second unit.

(3) Handicap parking spaces shall measure twelve (12) feet in width and ~~by than twenty (20)~~ eighteen (18) in length with a five (5) foot paved accessway, except that where two (2) handicap spaces abut each other, they may jointly use the paved accessway.

(4) The length of a parking space may be reduced to ~~eighteen (18)~~ sixteen (16) feet, provided the vehicle overhang area forward of the wheelstop or curb required under subsection 135-120(B) comprising the otherwise required ~~twenty (20)~~ eighteen (18) foot parking space length is covered with grass or an approved ground cover. The overhang area shall not count towards the minimum width requirement for median landscape islands or perimeter landscape buffers for vehicular use areas, nor shall it count towards required landscape area, or for required pervious area.

~~(5)~~(4) Standard off-street parallel parking space shall measure ten (10) feet in width ~~by~~ and ~~twenty three (23)~~ twenty-one (21) feet in length. Handicap parallel parking spaces shall measure twelve (12) feet in width ~~by~~ and ~~twenty three (23)~~ twenty-one (21) feet in length. with a five (5) foot paved accessway.

(5) Compact off-street parking spaces shall measure eight (8) feet in width and sixteen (16) feet in length. Compact off-street parallel parking spaces shall measure nine (9) feet in width and nineteen (19) feet in length.

(6) Motorcycle or scooter off-street parking space shall measure four (4) feet in width and eight (8) feet, six (6) inches in length. Motorcycle or scooter off-street parking parallel space shall measure five (5) feet in width and eleven (11) feet, six (6) inches in length.

(7) Compact, motorcycle, and scooter parking may not exceed fifteen (15) percent of all required standard parking spaces within all zoning districts.

(7) On-street parking spaces shall be parked at the same dimensional requirements as off-street parking spaces.

(B) *Siting of parking facilities.* Parking areas shall be located so as to minimize conflicting movements between vehicles maneuvering in parking aisles and those vehicles traveling into, out of, or through the site. Unless specifically excepted in this article, individual parking spaces shall not have direct access to streets. Off-street parking spaces shall be located to the greatest extent possible in side and rear yard locations.

(C) *Entrances and exits.* Location and design of entrances and exits shall be located and designed in accordance with City specifications, as set forth in the minimum engineering standards adopted by the City Commission to prevent congestion, confusion and conflicts between vehicles and to prevent conflicts between pedestrians and vehicles. Improvements not addressed in the City's adopted specifications must conform to "A Policy on Geometric Design of Highways and Streets," published by the American Association of State Highway and Transportation Officials ("AASHTO Geometric Highway Design") or a "Manual of Uniform Traffic Control Devices," published by the US Department of Transportation, Federal Highway Administration, as determined by the City Manager.

(D) *Parking aisles.*

(1) Parking aisles shall be of adequate width to serve a particular design arrangement of parking spaces in accordance with the following table, and shall also comply with the minimum dimensions of the subsections following the table:

Parking Angles (degrees)	Aisle Width (in feet)
45	16
50	16
60	19
70	20
75	23
80	24
90	24

Note: Dimensions are for one lane, one-way direction movement except for ninety (90) degree parking, which may be two-way direction movement.

(2) Two-way directional and two (2) lane, one-way directional movement require a minimum aisle of twenty-four (24) feet regardless of parking angle.

(3) If a parking aisle requires access for emergency vehicles, garbage trucks or trucks moving to or from a loading area, that parking aisle shall be at least twenty-four (24) feet wide.

(4) Parking stalls abutting the same continuous parking aisle shall have the same angle and orientation. Parking aisles less than twenty-four (24) feet wide and aisles abutting parking stalls with angles of less than ninety (90) degrees, shall be one-way only. Parking stall angles and parking aisle direction of flow may change only when the parking aisle is interrupted by a circulation drive, structure, or landscape median or similar feature.

(5) All required parking stalls shall have direct and unobstructed access from a parking aisle.

(6) When a row of parking stalls is immediately adjacent to a driveway, a minimum stacking area of twenty-five (25) feet is required between the property line and the entrance to the first stall.

(7) Dead-end parking aisles are prohibited, except where a double-loaded dead-end aisle serves fewer than twenty-one (21) parking spaces and a turnaround area is provided that will accommodate a

three (3) point turnaround, or where the number of parking spaces in the double-loaded dead-end aisle is ten (10) or fewer (AASHTO "P" Design Vehicle).

(E) *Interior drives.* On-site access drives that do not directly abut parking spaces shall be provided as follows:

(1) For two-way travel: A minimum of twenty (20) feet in width shall be provided.

(2) For one-way travel: A minimum of twelve (12) feet in width shall be provided unless a greater width is required by the Fire Marshal where needed for emergency vehicle access.

(3) Every off-street parking facility shall have either driveway approaches of sufficient width to allow for two-way traffic, or one-way driveways connected to aisles, parking areas or maneuvering areas in such a manner as to permit traffic to both enter and leave the property, facing forward, at the same time. A driveway which is only wide enough for one-way traffic shall not be used for two-way access.

(4) For both one and two-way driveways, required widths shall be increased if necessary to accommodate vehicle types that will utilize the driveways pursuant to subsection (F), access, or if the number of parking stalls connected or the number of trips generated justifies such an increase in width.

(5) Minimum access width dimensions at the street:

a. *Minimum (one-way):* Fifteen (15) feet.

b. *Minimum (two-way):* Twenty-five (25) feet.

c. *Maximum:* Thirty-five (35) feet, unless otherwise required under subparagraph (4), above.

(6) Turn radii shall be determined according to (F), below based upon access requirements for specific user vehicle types. The minimum acceptable turn radius shall be ten (10) feet, and the maximum acceptable turn radius shall be thirty (30) feet, provided that the Fire Marshal may determine that a greater radius than ten (10) feet is required where necessary for emergency vehicle access.

(F) *Access.*

(1) All required parking areas shall be directly accessible from a street, or for small parking facilities, an alley.

(2) *Access for vehicles other than automobiles.* Parking facilities shall be made accessible to the following type of vehicles, definitions of and required specifications of which, shall be those found in AASHTO Geometric Highway Design.

a. *Residential uses, other than single family:* Single unit truck (SU)

b. *Commercial uses:* Single unit truck and semi-trailer (WB-40) combination intermediate

c. *Industrial use:* Single unit truck (SU) and semi-trailer—Full trailer combination (WB-60)

(3) *Emergency vehicle access requirements.* When necessary for adequate accessibility for fire protection purposes, emergency access for fire rescue apparatus, equipment and operations shall conform to the requirements of the Florida Fire Prevention Code.

(G) *Circulation.*

(1) Vehicular circulation. A parking lot abutting a collector or arterial roadway shall be designed for full on-site circulation. A parking lot abutting any other street or alley may be designed for partial circulation. Parking facility design shall provide for a clearly defined vehicular circulation system, which allows free movement within the proposed site while discouraging excessive speed, and allows efficient and orderly circulation that minimizes congestion.

(2) Pedestrian and vehicular circulation systems shall be adequately separated for pedestrian safety (see also section 155-080, pedestrian circulation).

(3) For nonresidential and mixed-use development on collector and arterial roadways, driveways, accessways and access aisles shall be interconnected with existing driveways, accessways, and access aisles in parking areas on abutting developed properties, and a cross-access easement shall be provided for this purpose. Where abutting properties are developed in such a manner that such interconnection is physically impossible, or where such connection would compromise safe and adequate circulation or cause an existing property to become nonconforming due to loss of parking or landscaped area, no connection shall be required.

(H) *Minimum separations.* Residential and nonresidential driveways and parking aisles shall be at least five (5) feet from any building, structure and property line, provided that other requirements including landscape buffers and on-site drainage may require additional setback.

(I) *Attendant parking.* In the case of buildings wherein the owner's supply and maintain the services of attendants to receive, park and deliver the automobile of occupants, tenants, customers and visitors, with or without charge, the required minimum width of each parking space shall be eight and one-half (8½) feet, except that wherever a supporting column of a building falls within a proposed parking space, there shall be a minimum clearance of eight (8) feet measured from the supporting column to the furthest edge of the parking space. All spaces need not be directly accessible provided the parking spaces are arranged that for any parking space to be accessible, no more than two (2) spaces may be crossed into when parking a motor vehicle. Such reductions in parking space width and change in accessibility shall be authorized under the following conditions, to wit:

(1) Permission for such attendant parking shall be evidenced by an attendant off-street parking agreement recorded in the Public Records of Broward County, Florida, showing the required attendant parking spaces to be maintained, which restriction shall be deemed a covenant running with the land.

(2) After completed construction based upon approved plans and specifications providing for such attendant parking, areas designated for attendant parking shall not be used without providing the service of attendants.

(J) *Backout parking.*

(1) No parking space, other than as specifically provided in subsection 135-020(A) for stacked parking, shall be designed to permit backout parking onto a public right-of-way or private street, other than a dedicated alley, except residential uses under the following circumstances:

a. The backout parking is on a roadway not classified as an arterial or collector roadway, as defined in the adopted Comprehensive Plan; and

b. A minimum five (5) foot wide sidewalk is installed parallel to the street where the backout parking is located, which sidewalk meets City standards. The sidewalk requirement may be eliminated or a sidewalk wider than five (5) feet may be required by the City Manager if necessary for consistency with sidewalk improvements on adjacent properties, City Capital Improvement or Redevelopment Plans, superceding Code provisions, or to meet engineering standards; and

c. The material used for the entire parking space and driveway apron surface shall be brick-type pavers, or stamped and colored, or painted, concrete designed to imitate brick-type pavers. Each property owner shall be responsible for maintaining, repairing and replacing, as necessary, all portions of the backout parking facility, including that portion located within the public right-of-way; and

d. The backout parking spaces must meet geometric, drainage and site clearance standards and such other standards determined to be necessary to provide adequate and safe parking as determined by the City Manager; and

e. Every backout parking facility shall provide curbed landscape areas in accordance with subsection 150-060(G), Landscaping requirements for residential backout parking; and

f. Off-street parking spaces shall be designed so as not to require backing out onto or across a pedestrian way or area designed or used for high pedestrian concentration.

Sec. 050-020. Establishments selling alcoholic beverages; location restrictions.

(A) Except as provided under Subsection (B), under the power and right to zone areas in which the sale of alcoholic beverages is prohibited or permitted within the City limits, it is hereby established that the sale of alcoholic beverages for consumption on or off the premises under authority of a state license issued under the provisions of F.S. §§ 563.02(1)(b), 564.02(1)(b), and 565.02(1)(a) and (b), as may be amended from time to time, is prohibited in any place of business located within prescribed distances from the specified uses, as follows:

~~(1) *Distances between establishments.* Sale of alcoholic beverages is prohibited within one thousand (1,000) feet of another place of business in which there is already in existence a retail vendor's license to sell alcoholic beverages for consumption on or off the premises, under authority of a license issued under the provisions of F.S. § 565.02(1)(a) and (b), such distance to be measured using the shortest airline distance between main normal public entrances; nor shall a new place of business for the sale of alcoholic beverages for consumption on or off the premises, under authority of license issued under the above-stated paragraphs of the Florida Statutes, be permitted at such location during the period in which a valid existing state license is renewable at such location; nor shall an existing state license be permitted to be transferred from location to location so as to violate such area zoning distances between places selling alcohol; provided, however, that the owners and holders of any such licenses, either originally or by transfer, at the time of the passage of the act of the Legislature of Florida repealing the power of municipalities to issue such licenses, who have obtained state licenses to operate such businesses at the same locations, shall have a vested right to use such state licenses at such locations within the prohibited distance, but may not move such state license to a new location in violation of this Section.~~

~~(2)~~ (1) *Distances of establishments from ~~a place of worship or~~ school.* Sale of alcoholic beverages is prohibited in any place of business located within one thousand (1,000) feet from any established ~~place of worship, or~~ public or private school, other than a pre-kindergarten school, nursery school or day care center, or adult education center, measured using the shortest airline distance between the main normal public entrance of the alcoholic beverage establishment and the ~~place of worship or~~ school property used as part of such. Whenever such a state license has been lawfully procured and thereafter a ~~church or~~ school is established within a distance otherwise prohibited by this Section, the establishment of such ~~church or~~ school shall not be cause for the revocation of the state license or prevent the subsequent renewal of same.

(B) *Exceptions.* Certain special zoning districts within the City may provide exceptions from the requirements of this Section. Additionally, distance separation requirements shall not apply to establishments that serve alcoholic beverages incidental to the main use and activity, with no indications on the exterior of the building in which the establishment is located, that alcoholic beverages may be served therein, as follows:

(1) Hotel and restaurant bars with special alcoholic beverage licenses, located within the hotel and having no direct outside entrance to the establishment;

(2) Private clubs where only members and their guests are served; and

(3) Restaurants meeting the following requirements:

(a) Has a roofed-in area for dining tables, chairs and/or booths seating not fewer than fifty-five (55) seated patrons where complete meals are regularly served, where such seating area for dining comprises at least fifty (50) percent of the customer service area of the establishment; and

(b) Any bar and associated seating area comprise no more than twenty-five (25) percent of the customer service area; and,

(c) There is no advertising or indication on the outside of the restaurant building or on the premises that alcoholic beverages are available inside; and

(d) That at least fifty (50) percent of revenues result from food sales.

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Discussion of Proposed Amendments to Article 030 of the City's Unified Land Development Regulations

May 26, 2026

City Commission Meeting

Article 030 Issues Discussed

1. Maximum height
2. Split the zoning district within the TOC-W zoning district
3. TOC-E rezoning (generally located south of NE 25 Street, east of the F.E.C. Railroad Tracks, west of NE 15 Avenue, and north of Colohatchee Park)
4. Parking regulations
5. Setbacks
6. Minimum square footage of dwelling units
7. Condo conversion

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Article 030 next steps

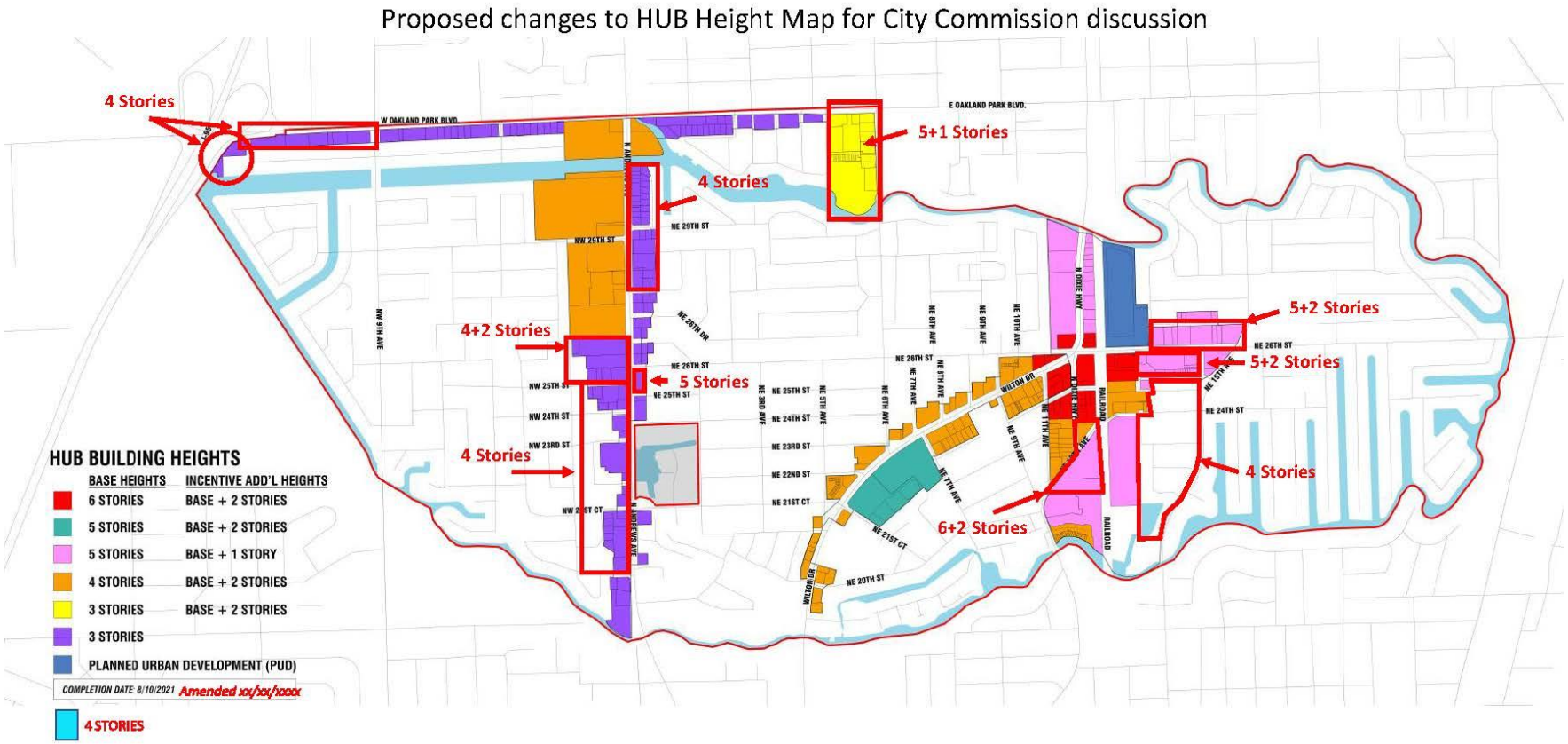
1. **Maximum height (April 22, 2025)**

   City staff to make recommendations to the City Commission on changes to maximum height and setbacks along Andrews Avenue after public input and reevaluation of the analysis from the planning consultant. Changes were made to Section 030-038 of the ULDR. The changes to the HUB map include:

   - Increase height from 3 stories to 4 stories at the southeast corner of Oakland Park Boulevard and I-95.
   - Increase height from 3 stories plus 2 with incentives to 5 stories plus 1 with incentives at the southwest corner of Oakland Park Boulevard and NE 6 Avenue.
   - Increase height from 3 stories to 4 stories on the east side of N. Andrews Avenue just south of the bridge to NE 27 Drive and along the west side of N. Andrews Avenue north of the bridge from NW 20 Street north to NW 25 Street.
   - Increase height from 3 stories to 5 stories at the southeast corner of N. Andrews Avenue and NE 26 Street
   - Increase height from 3 stories to 4 stories plus 2 stories with incentives for the parcel located at 2604-2647 N. Andrews Avenue south to NW 25 Street.

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Proposed Hub Map



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Article 030 next steps

2. **Split the zoning district within the TOC-W zoning district (March 11, 2025)**
   City Commission did not support splitting the TOC-W zoning district into two (2) separate zoning districts, Andrews Avenue and Oakland Park Boulevard at this time.
   - No action was taken.

3. **TOC-E rezoning (generally located south of NE 25 Street, east of the F.E.C. Railroad Tracks, west of NE 15 Avenue, and north of Colohatchee Park) (May 13, 2025)**
   City Commission directed City staff to proceed with the rezoning.
   - City still will rezone the parcels simultaneously with the proposed amendments to Article 030.

4. **Parking regulations (April 8, 2025)**
   City Commission directed City staff to amend the parking space dimensions from 9 feet x 20 feet for standard spaces to 9 feet x 18 feet; establish compact car spaces at a length of 15 feet; research and provide recommendation for motorcycle/scooter spaces; and evaluate and recommend amendments to parking calculations in Article 030 and Article 135.
   - Changes were made specifically to Sections 030-060 and Section 135-020.

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Article 030 next steps

5. Setbacks (April 22, 2025)

City staff to make recommendations to the City Commission on changes to setbacks and height for parcels along Andrews Avenue after public input and reevaluation of the analysis from the planning consultant.

Changes were made to Section 030-038 of the ULDR. The changes to the HUB map include:

- Increase height from 3 stories to 4 stories at the southeast corner of Oakland Park Boulevard and I-95.
- Increase height from 3 stories plus 2 with incentives to 5 stories plus 1 with incentives at the southwest corner of Oakland Park Boulevard and NE 6 Avenue.
- Increase height from 3 stories to 4 stories on the east side of N. Andrews Avenue just south of the bridge to NE 27 Drive and along the west side of N. Andrews Avenue north of the bridge from NW 20 Street north to NW 25 Street.
- Increase height from 3 stories to 5 stories at the southeast corner of N. Andrews Avenue and NE 26 Street
- Increase height from 3 stories to 4 stories plus 2 stories with incentives for the parcel located at 2604-2647 N. Andrews Avenue south to NW 25 Street.
- No changes proposed to the setbacks in the TOC-W. The current setback requirements are based on lot depth and parcel size. No heights proposed in TOC-W are higher that heights already found in TOC-W. The increase in allowable building height would not change the setbacks that were originally adopted.

WILTON MANORS Island City
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Article 030 next steps

6. **Minimum square footage of dwelling units (July 8, 2025)**

   City Commission directed City staff to amend Article 20, to provide consistency of the minimum square footage of residential units from 400 square feet to 600 square feet. No changes to be made in Article 30.

   - Update November 25, 2025: City Commission provided further clarification to minimum unit size of 450 square feet for the WDAE, TOC-N, TOC-S, TOC-E, and TOC-W zoning districts. City Commission indicated no changes to be made to Article 020.

7. **Condo conversion (July 22, 2025)**

   City Commission directed City staff to not make any changes regarding condo conversions as the code requires a restrictive covenant for affordable housing units.

Additional Changes Made Due to Discussion with City Commission Related to Article 030

- Changes to Section 010-030 and Section 030-020 to ensure consistency, eliminate duplication, and further clarification for permitted and prohibited uses with regards to definitions.
- Updates to permitted and prohibited use table in Section 030-030.
- Eliminated separation distance reference in Section 030-033 with regards to alcoholic beverage establishments in other zoning district.
- Eliminated separation distance requirements between alcoholic beverage establishments and places of worship in Section 010-069 and Chapter 3 of the Code of Ordinances, and Section 050-020 of the ULDRs.
- Changes to Section 030-050 with regards to design provisions.
- Added reduced parking requirement for personal service and clinic, medical uses; added requirement that 15% of required parking could be compact, motorcycle, or scooter parking; and decreased multi-family parking rate to 1.25 per unit in Section 030-060.

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FOR YOUR SERVICE
TO THE
ISLAND CITY

ARTICLE VII. ADULT ENTERTAINMENT ESTABLISHMENTS

Sec. 10-68. Definitions.

For the purposes of this section, the following definitions shall apply:

Adult bookstore/adult video store shall mean an establishment offering books, magazines, written or printed material, records, photographs, moving pictures, video tape, video cassettes, video reproductions, slides, discs, other graphic media, or other visual representations or anatomically correct sexual devices for display, storage, sale or rent which depict or describe "specified sexual activities" or "specified anatomical areas," as described below. A retail store shall be classified as an adult bookstore/adult video store if:

(1) More than thirty (30) percent of the items offered for display, storage, sale or rent in said store being books, magazines, written or printed material, records, photographs, moving pictures, video tapes, video cassettes, video reproductions, slides or other visual representations or anatomically correct sexual devices which depict or describe "specified sexual activities" or "specified anatomical areas", as described below; and

(2) As measured in relation to total gross floor area of the business, more than thirty (30) percent of the items offered for display, storage, sale or rent in said store are books, magazines, written or printed material, records, photographs, moving pictures, video tapes, video cassettes, video reproductions, slides or other visual representations or anatomically correct sexual devices which depict or describe "specified sexual activities" or "specified anatomical areas", as described below.

Adult domination/submission parlors shall mean an adult establishment specializing in bondage, sadomasochism, humiliating activities or other similar activities which depicts, describes or relates to the "specified sexual activities" or "specified anatomical areas," as described below.

Adult encounter studio shall mean an establishment where patrons are permitted to engage in specified sexual activities or to display or reveal any specified anatomical areas as described below.

Adult motel or hotel shall mean a place where motion pictures, including, but not limited to, film and videotape recordings, are shown in rooms designed primarily for lodging, which such motion pictures have as their dominant or primary theme matters depicting, describing or relating to specified sexual activities or to specified anatomical areas.

Adult motion picture booth shall mean an area within an adult motion picture theater or bookstore designed for or used for the viewing by one (1) or two (2) persons of motion pictures, videotape or other recordings which have as their dominant or primary theme matters depicting, describing, or relating to specific sexual activities or to specified anatomical areas.

Adult motion picture theater shall mean a place used for presenting either films, live plays, dances, or other performances that are distinguished or characterized by an emphasis on matter depicting, describing, or relating to specific sexual activities for observation by patrons, and which restricts or purports to restrict admission only to adults, or any business that features a person who engages in specific sexual activities for observation by a patron, and which restricts or purports to restrict admission to only adults.

Encounter studios/modeling studios shall mean an establishment offering nude, semi-nude encounter/modeling sessions, sessions between opposite or same sex adult individuals, nude dance/photo sessions, or sexual consultations, which have as their dominant or primary theme matters depicting, describing, or relating to "specified sexual activities" or to "specified anatomical areas," as described below.

Mixed-use store shall mean an establishment offering for display, storage, sale or rental books, magazines, written or printed material, records, photographs, moving pictures, video tapes, video cassettes, or other video reproductions, slides, DVD's, CD's or other visual representations or anatomically correct sexual devices for sale or rent which depict or describe "specified sexual activities" or "specified anatomical areas", as described below and if:

(1) The material described herein is less than thirty (30) percent but more than one (1) percent of the items offered for display, storage, sale or rent at said establishment; and

(2) As measured in relation to total gross floor area of the business, less than thirty (30) percent of the items offered for display, storage, sale or rent in said store are books, magazines, written or printed material, records, photographs, moving pictures, video tapes, video cassettes, video reproductions, slides or other visual representations or anatomically correct sexual devices which depict or describe "specified sexual activities" or "specified anatomical areas", as described below.

Nude entertainment establishments shall mean any establishment which does not offer for sale or consumption of alcoholic beverages but does feature male or female entertainers, performing fully clothed, or partially clothed, or completely nude, displayed in a setting, section, stage or cubicle within a business, which has its principal and incidental purpose the offering for viewing to adults performances which have as their dominant or primary theme matters depicting, describing, or relating to "specified sexual activities' or to "specified anatomical areas," as described below.

Specified anatomical areas shall mean:

(1) Less than completely and opaquely covered human genitals, pubic region, buttock, or female breast below the point immediately above the top of the areola; and

(2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Specified sexual activities shall mean:

(1) Human genitals in a state of sexual stimulation or arousal, oral copulation, cunnilingus, fellatio, fisting or bestiality;

(2) Acts of human masturbation, sexual intercourse, or sodomy; and

(3) Fondling or other erotic touching of human genitals, pubic region, buttock, or female breast.

Sec. 10-69. Distance requirements.

No adult bookstore/adult video store, adult motion picture theater, nude entertainment establishment, encounter studios/modeling studios, adult video store, adult domination/submission parlors, adult encounter studio, or mixed-use store shall be located within a one-mile radius, property line to property line, of any other aforementioned establishments, or within one thousand (1,000) feet, property line to property line, of ~~any establishment selling beer or intoxicating liquor for consumption on the premises,~~ hotels, motels, public lodging houses, churches, schools, kindergartens, nursery schools, day care centers, pawnshops, pool or billiard halls, or within one thousand (1,000) feet of any area zoned for residential use. Notwithstanding any other provision of the city of Wilton Manor's Code, or this section a "mixed-use store" may locate within the arts and entertainment district, however any subsequent mixed-use store whether located within or outside of the arts and entertainment district shall not locate within two thousand (2,000) feet of said mixed-use store located within the arts and entertainment district.

Sec. 10-70. Limited visibility requirements.

Any and all adult bookstores/adult video stores, adult motion picture theaters, adult motels or hotels, nude entertainment establishments, encounter studios/modeling studios, adult video stores, adult domination/submission parlors, adult encounter studios, or mixed-use stores shall cover or otherwise secure all items that depict or describe "specified sexual activities" or "specified anatomical areas either from the exterior of the premises or from within the premises such that they are not visible to individuals under the age of eighteen (18).

Window tinting on the windows or any obstructions placed on, near or adjacent to the windows of any adult bookstores/adult video stores, adult motion picture theaters, adult motels or hotels, nude entertainment establishments, encounter studios/modeling studios, adult video stores, adult domination/submission parlors, adult

encounter studios, or mixed-use stores that prevents clear and unobstructed visibility into the business is prohibited. Window tinting percentage shall not be darker than fifty (50) percent visibility.

Sec. 030-033. Alcoholic beverage sale within the urban center districts.

(A) *Minimum distance requirements between establishments.* There shall be no minimum distance separation required between any place of business within the Urban Center Districts licensed by the state to sell alcoholic beverages for consumption on premises and any other place of business licensed by the state to sell alcoholic beverages on or off the premises within the Urban Center Districts.

(B) Places of business licensed to sell alcoholic beverages either for consumption on or off premises located outside of the Urban Center Districts and existing at the time of enactment of this Section shall not be nonconforming for failure to satisfy the minimum required distance separation from any establishment located within the Urban Center Districts licensed to sell alcoholic beverages. For the purpose of minimum distance separation requirements between places of business within the Urban Center Districts licensed to sell alcoholic beverages and places of business similarly licensed outside the Urban Center Districts which were not in existence at the time of enactment of this Section, distance separation shall be measured from the edges of the Urban Center Districts, and not to any physical establishment within the Urban Center Districts, and all of the Urban Center Districts shall thereafter be considered one establishment licensed to sell alcoholic beverages.

(C) *Minimum distance required from a place of worship or school.* There shall be no minimum distance required between any place of business within the Urban Center Districts licensed by the state to sell alcoholic beverages for consumption on or off premises and any place of worship or school.

(D) *Outdoor sale of alcoholic beverages.* Places of business within the Urban Center Districts, properly licensed by the state to sell alcoholic beverages, may sell and serve alcoholic beverages outdoors at any location within the Urban Center Districts and under the control of the licensee, provided the ULDR otherwise permit the business at the location and the City licenses the business to sell beverages outdoors, including, but not limited to, sidewalk cafes, outdoor areas designated for food or beverage consumption, or both, adjacent to and operated in concert with a place of business operated within the enclosed premises, licensed freestanding structures including outdoor bars and kiosks selling food and beverages including alcoholic beverages, and pushcart type vehicles (excluding permitted vending carts on public property).

(E) *Alcoholic beverage regulations.* Except as specifically set forth herein, businesses licensed to sell alcoholic beverages by the state shall comply with the alcoholic beverage regulations provided in the ULDR.

(F) *Hours of sale.*

(1) No vendor shall sell or offer for sale or deliver or serve upon the premises of such vendor, within the Urban Center Districts, any liquor, beer or wine regardless of alcoholic content on Monday through Friday between the hours of 2:00 a.m. and 7:00 a.m., and on Saturday and Sunday between the hours of 3:00 a.m. and 7:00 a.m. within the Urban Center Districts.

(2) No person shall sell or offer for sale or deliver, within the Urban Center Districts, any liquor, beer or wine, regardless of alcoholic content, by package, bottle or container on Monday through Friday between the hours of 2:00 a.m. and 7:00 a.m., or on Saturday and Sunday between the hours of 3:00 a.m. and 7:00 a.m.

OFFICE OF THE CITY ATTORNEY
CITY OF WILTON MANORS, FLORIDA

MEMORANDUM

TO: Mayor Scott Newton
Members of the City Commission

CC: Leigh Ann Henderson, City Manager

FROM: Kerry L. Ezrol, City Attorney *KLE*

RE: City Attorney Report

DATE: May 26, 2026

I. Litigation – Insurance

A) Wilton Manors adv. Carl Linn Kitchner
Notice of Claim was received May 9, 2023. Mr. Kitchner claims he was wrongfully arrested and charged with a DUI by the Wilton Manors Police Department on March 1, 2023.

B) Wilton Manors adv. Tyesha Hutchinson, Cyarra Walker, and Ciara Charnele Lewis
Notice of Claim was received August 21, 2023. The claim for damages arises as a result of a motor vehicle accident which occurred on April 8, 2023. Summons and Complaint was served on the City on July 22, 2024.

C) Wilton Manors adv. Louis Brinkerhoff
Notice of Claim was received October 15, 2024. Mr. Brinkerhoff's claim for damages arises as a result of an injury sustained from a paver on the sidewalk adjacent to 525 NE 21st Court on September 13, 2024. The claim was denied by FLC. Awaiting to see if a law suit is filed.

D) Wilton Manors adv. Jacqueline Bancroft
Notice of Claim was received on January 7, 2025. Ms. Bancroft's claim for damages arises as a result of an incident that occurred on the sidewalk near NW 9th Avenue and NW 9th Terrace on December 15, 2024.

E) Wilton Manors adv. Vern Hall as Personal Representative of the Estate of Frederick Hall
Notice of Claim was received May 1, 2023. The claim was denied by FLC. Summons and Complaint was served on the City on February 27, 2025. Mr. Hall's Estate claims that as a result of a police chase involving Broward Sheriff's Office, City of Fort Lauderdale Police

Department, and Wilton Manors Police Department on March 7, 2023, Mr. Hall was severally injured due to a vehicle pinning him to a wall. On July 22, 2025, the Court entered a Uniform Trial Order setting trial for a three-week period commencing May 11, 2026.

F) Wilton Manors adv. Walter Steunenberg

Notice of Claim was received on April 10, 2025. Mr. Steunenberg's claim arises from an incident that allegedly occurred on March 15, 2025. No further details were provided.

G) Wilton Manors adv. Jerson Immer Velazquez

On December 14, 2025, the City received a Third Amended Complaint for a Civil Case naming the City as a defendant. The Plaintiff is alleging Civil Rico, Monell Claims and Breach & Torts. On February 12, 2026, the City received a Fourth Amended Complaint and was served. FLC is handling this matter.

H) Wilton Manors adv. Larry Stanhope Stroud III and Jessica Sariya Stroud

Notice of Claim was received on January 14, 2026. The claim alleges unreasonable search and seizure, municipal liability, battery, negligence, loss of consortium, and other claims by the Wilton Manors Police Department on July 2, 2025. FLC is handling this matter.

I) Wilton Manors adv. Luis Rivera

On March 25, 2026, a Summons and Complaint was served on the City. Mr. Rivera's claim for damages arises as a result of an injury sustained when he lost control and fell from a scooter at or near 516-580 E. Oakland Park Blvd. due to water pouring onto the sidewalk and road. FLC is handling this matter

J) Wilton Manors, et al. adv. Roy Singhal

On March 10, 2026, a Summons and Complaint was served on the City. The claim alleges violations of Mr. Singhal's rights under the Fourth and Fourteenth Amendments by Code Enforcement. FLC is handling this matter.

K) Wilton Manors adv. Eugene (Jake) Valentine, et al.

Notice of Claim and Demand for Immediate Remedial Action was received April 15, 2026. The claim alleges ongoing municipal negligence, violation of statutory and constitutional duties, deliberate indifference to confirmed code violations regarding GExhaust LLC. FLC is handling this matter.

L) Wilton Manors adv. James Pennington

On May 7, 2026, a Summons and Complaint was served on the City. Mr. Pennington's claim for damages arises as a result of an injury allegedly sustained when he was ejected from a scooter at or near NE 26th Street and North Andrews Avenue due to defective sidewalk conditions. FLC is handling this matter.

II. Litigation - City Attorney

A) Wilton Manors v. Blue Sky Investment Group, LLC (2702 NE 6 LN #1-2)

On June 25, 2025, the City filed its Complaint to Foreclose Code Enforcement Liens. On July 15, 2025, Plaintiff, Blue Sky Investment, filed a Notice of Appearance. On July 19, 2025, the Court entered a Uniform Case Management Order, scheduling a CMC for October 22, 2025. On July 21, 2025, the City filed an Amended Complaint. An Amended Notice of Lis Pendens was filed on July 24, 2025. The City filed a Notice of Service of Initial Disclosures on July 28, 2025. On July 31, 2025, Blue Sky Investment filed its Answer and Affirmative Defense. On August 18, 2025, the City filed Notice of Service of Complaint on the Last of all Named Defendants. On August 19, 2025, the City filed its Reply to Blue Sky's Affirmative Defense. On August 28, 2025, the City filed its Request for Production and Admissions. On August 29, 2025, the City filed a Motion for Leave to File Second Amended Complaint. On September 3, 2025, the City filed a Motion for Clerk's Default for Defendant, Rosana Theophin. On September 7, 2025, the Court entered an Order Granting the City's Unopposed Motion for Leave to File Second Amended Complaint. We are in the process of located unknown heirs of a named party who is deceased. On October 20, 2025, the City filed a Motion for Leave to File Third Amended Complaint as a result of locating heirs of the decedent defendant. On October 24, 2025, the Court entered a Uniform Trial Order, setting the trial period from July 6, 2026 to July 24, 2026. On October 27, 2025, the Court entered an Order Granting the City's Motion for Leave to file Third Amended Complaint and the Complaint was deemed as filed. On November 25, 2025, a Notice of Appearance was filed on behalf of Rosana Theophin. On December 2, 2025, Defendant, Rosana Theophin filed her Answer and Affirmative Defenses. On December 5, 2025, the City filed a Motion to Strike Ms. Theophin's Answer and Affirmative Defenses to the Third Amended Complaint and the hearing is scheduled for January 21, 2026. On January 13, 2026, Ms. Theophin filed an Opposition to the City's Motion to Strike. At the January 21st hearing, the Court granted the City's Motion to Strike. On January 25, 2026, the Court entered an Order Granting the City's Motion to Strike Ms. Theophin's Answer and Affirmative Defenses to Third Amended Complaint. On February 17, 2026, the City filed a Notice of Action – Constructive Service to the Unknown Heirs, etc. On February 23, 2026, the City filed the following: 1) Motions for Clerk's Default against, State of Florida, Department of Revenue, Vanda Theophin Michel, Samantha Theophin, Rooveline Theophin, Muriel Theophin Atilus, Ermane Theophin, Unknown Tenant 2 in Unit 1, Tenant 3 in Unit 2, and Tenant 4 in Unit 2 for failure to file or serve any paper; and 2) Notice of Dropping Party Defendant as to Fontane Theophin and Unknown Tenant 1 in Unit 1. On February 25, 2026, Defendant, Rosana Theophin, filed an Amended Motion to Vacate and Set Aside Clerk's Default and the hearing is scheduled for March 30, 2026. On March 2, 2026, the Clerk entered its Default against the Parties referenced above.

On March 6, 2026, the City filed Notice of Filing an Affidavit of Due and Diligent Search for Gerard Theophin. On March 17, 2026, the City filed a Notice of Action – Constructive Service. On March 20, 2026, the City filed the following: 1) Verified Motion for Extension

of Time to Effectuate Service of Process on Defendant, Gerard Theophin; 2) Notice of Dropping Party as to the Defendants Unknown Heirs, etc.; and 3) Notice of Action – Constructive Service. On March 25, 2026, the Court entered an Order Granting the City's Motion, providing an additional sixty (60) days to effectuate service of process. On March 27, 2026, Defendant filed a Notice of Cancellation of Hearing, cancelling the March 30, 2026 hearing. On March 3, 2026, the Court entered an Agreed Order Granting Defendant, Rosana Theophin's Amended Verified Motion to Vacate and Set Aside the Clerk's Default and the City filed its Reply to Rosana Theophin's Affirmative Defenses. On March 6, 2026, Defendant, Rosana Theophin, filed her Answer and Affirmative Defenses to the City's Third Amended Complaint. On April 15, 2026, the City filed a Notice of Filing Affidavit of Publication.

Drafting Motion for Summary Judgment. On May 13, 2026, the City filed the Required Reporting and Notice of Final Service.

B) <u>Wilton Manors adv. Metropolitan Tower Life Insurance Company</u>

On June 25, 2025, the City was served with the Summons and Complaint in this foreclosure matter. The City's Answer and Affirmative Defenses were filed on July 3, 2025.

C) <u>Wilton Manors adv. Loan Funder LLC, Series 41675</u>

On October 7, 2025, the City was served with the Summons and Complaint in this foreclosure matter. The City's Answer and Affirmative Defenses, and Initial Disclosures were filed on October 9, 2025.

D) <u>Wilton Manors v. Alan Davenport (2000 NE 21 Court)</u>

On November 14, 2025, the City filed its Complaint to Foreclose Code Enforcement Lien. On January 14, 2026, the City filed a Notice of Filing Acceptance of Service and Waiver of Service of Process by Defendant. On January 27, 2026, the City filed Motions for Clerk's Default for Unknown Tenant 1 and 2. On February 3, 2026, a Notice of Appearance was filed on behalf of Defendant, Alan Davenport. On February 17, 2026, Defendant filed a Motion to Abate for 3 months. On February 19, 2026, the Court entered an Order granting the Motion to Abate.

E) <u>Wilton Manors adv. DOT Fund LLC</u>

On December 3, 2025, the City was served with the Summons and Complaint in this foreclosure matter. The City's Answer and Affirmative Defenses were filed on December 10, 2025. On April 30, 2026, Plaintiff filed a Motion for Default against the remaining defendants for failure to serve any papers.

F) <u>Wilton Manors v. Marcia Howell (648-652 W. Oakland Park Blvd.)</u>

On December 16, 2025, the City filed its Complaint to Foreclose Code Enforcement Lien. Case was on hold as we had received a settlement offer to be considered at a shade session on February 24, 2026. We are proceeding with the suit. On March 16, 2026, Defendant, Marcia Howell and Unknown Spouse of Marcia Howell, filed a Notice of Appearance and

Notice of Unavailability. On March 18, 2026, Defendants filed their Answer and Affirmative Defenses. On March 25, 2026, the City filed a Notice of Filing Acceptance of Service and Waiver of Service of Process. On April 3, 2026, the City filed its Reply to the Defendants' Affirmative Defenses. On April 16, 2026, Defendants filed their Initial Discovery Disclosure. On May 1, 2026, the City filed its Amended Notice of Serving Initial Disclosures. On May 19, 2026, the City filed Affidavits of Non-Service for Unknown Tenant #3 and #4.

G) Wilton Manors adv. Equity Trust Company Custodian FBO Joseph A. Casasanta IRA

On March 10, 2026, the City was served with the Summons and Complaint in this foreclosure matter. The City's Answer and Affirmative Defenses and Initial Disclosure were filed on March 23, 2026.

H) Wilton Manors adv. CCHC Fund VII, LP

On March 25, 2026, the City was served with the Summons and Complaint in this foreclosure matter. The City's Answer and Affirmative Defenses and Initial Disclosure were filed on April 1, 2026. On April 29, 2026, Plaintiff filed a Motion for Judicial Default against Defendant, 550 East Inc., and the hearing is scheduled for June 2, 2026.

I) Wilton Manors v. U.S. Bank NA Trustee (637 NW 29th Court)

On April 3, 2026, the City filed its Complaint to Foreclose Code Enforcement Lien. On April 8, 2026, the City filed its Notice of Lis Pendens. On April 24, 2026, Defendant, U.S. Bank Trust NA, filed a Notice of Appearance and Waiver of Service of Process. On April 30, 2026, the City filed Affidavits of Non-Service for Unknown Tenant #1 and #2.

J) Wilton Manors adv. Lakeview Loan Servicing, LLC

On March 30, 2026, the City was served with the Summons and Complaint in this foreclosure matter. The City's Answer and Affirmative Defenses and Initial Disclosure were filed on April 6, 2026.

K) Wilton Manors adv. Roy Singhal (Case No. 26-0005289)

On March 30, 2026, the City was served with a Summons, Notice of Administrative Appeal, and Appeal from Final Order of the Special Magistrate of Wilton Manors. As the FLC did not provide coverage, the City Attorney's Office will be defending this case. On April 15, 2026, the City filed its Motion to Strike Initial Brief and Attachments. On April 24, 2026, the Court entered an Order on the City's Motion to Strike and Directed the Appellant to Filed an Amended Initial Brief and Appendix. On April 30, 2026, Appellant filed his Response to Order Regarding Sanctions. On May 4, 2026, Appellant filed his Amended Initial Brief and Amended Appendix. On May 13, 2026, the City filed its Motion to Strike Amended Amended Initial Brief and Appendix.

L) Wilton Manors v. Harvest International Investments, LLC, et al. (709 NW 29 Street)
On April 28, 2026, the City filed its Complaint to Foreclose Code Enforcement Lien. Notice of Lis Pendens was filed on April 30, 2026.

M) Wilton Manors adv. Citizens Bank N.A.
On April 23, 2026, the City was served with the Summons and Complain in this foreclosure matter. On May 1, 2026, the City filed its Answer and Initial Disclosure. On May 8, 2026, Defendant, City of Coral Springs, filed its Answer.

III. Litigation-Other

IV. Non-Litigation – City Attorney

Should you have any questions concerning the above, please do not hesitate to contact me.