

AGENDA



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YOUR INPUT IS ENCOURAGED DURING "COMMENTS FROM THE PUBLIC" AND DURING
ANY SCHEDULED PUBLIC HEARING**

REGULAR CITY COMMISSION MEETING

Tuesday, June 23, 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. PRESENTATION

- a. Legislative Update by Representative Campbell
- b. Florida Association of City Clerk's President's Award

5. COMMENTS FROM THE PUBLIC

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

6. 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. Minutes

- 1. Regular City Commission Meeting, April 28, 2026
- 2. Regular City Commission Meeting, May 12, 2026

b. Invoices

1. Goren, Cherof, Doody & Ezrol, P.A.

c. Consent Resolutions

1. **Resolution No. 2026-036** (*Emergency Management/Utilities*)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE OFFICIAL TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT AND THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE CITY CLERK TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED FIRST AMENDMENT AND THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
2. **Resolution No. 2026-038**: (*City Clerk*)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPOINTING THREE (3) MEMBERS TO THE PARKS AND RECREATION ADVISORY BOARD OF THE CITY OF WILTON MANORS, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
3. **Resolution No. 2026-039**: (*Police*)
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 REVOCABLE LICENSE AGREEMENT WITH BROWARD COUNTY RELATED TO THE INSTALLATION OF A LAW ENFORCEMENT SURVEILLANCE SYSTEM WITHIN THE COUNTY'S RIGHT-OF-WAY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
4. **Resolution No. 2026-040**: (*Finance/Parking/Leisure Services*)
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 M & M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING TO RESURFACE THE KIDS IN DISTRESS PARKING LOT AND RE-STRIPE A PARKING SPOT IN FRONT OF CITY HALL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

5. **Resolution No. 2026-041:** *(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 FIFTEENTH AMENDMENT TO THE PROFESSIONAL ENGINEERING AND CONSULTING SERVICES AGREEMENT WITH BAXTER & WOODMAN, INC. TO INCLUDE PROFESSIONAL SURVEY SERVICES FOR THE WAYFINDING PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

d. **Specific Use Permit Application SUP 26-01 for 2209 Wilton Drive to extend hours to sell or offer the sale of alcoholic beverages on the premises.**

e. **Motion to approve Special Event Permit for Wicked Manors**

7. **PUBLIC HEARINGS**

8. **RESOLUTIONS**

a. **Resolution No. 2026-037:** *(City Clerk)*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA APPOINTING FOUR (4) MEMBERS TO THE PLANNING AND ZONING BOARD OF THE CITY OF WILTON MANORS, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

9. **UNFINISHED BUSINESS**

10. **REPORTS FROM BOARDS AND ADMINISTRATIVE OFFICIALS**

- a. City Manager's Report
- b. City Attorney's Report

11. **NEW BUSINESS**

- a. Discussion of Sponsorship Request for Wicked Manors.

12. **REQUEST FOR PLACEMENT OF ITEMS ON NEXT MEETING AGENDA**

13. **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)

DRAFT
MINUTES



REGULAR CITY COMMISSION MEETING
Tuesday, April 28, 2026
7:00 PM – COMMISSION CHAMBERS

CALL TO ORDER

Mayor Scott Newton called the meeting to order at 7:00 p.m.

Pledge of Allegiance

Mayor Newton led the Pledge of Allegiance.

ROLL CALL

City Clerk Elizabeth Garcia-Beckford called the roll. Present were Mayor Scott Newton, Vice Mayor Chris Caputo, Commissioner Don D’Arminio, and Commissioner Paul Rolli. Commissioner Mike Bracchi was absent. A quorum was present. Also in attendance were City Manager Leigh Ann Henderson and City Attorney Kerry Ezrol.

Mayor Newton thanked the Commission, City staff, and all present for their support following the recent loss of his partner.

ADDITIONS / CHANGES / DELETIONS

None.

PROCLAMATIONS

Professional Municipal Clerks Week, May 3-9, 2026

Mayor Newton read a Proclamation recognizing the week of May 3-9, 2026, as Professional Municipal Clerks Week in Wilton Manors. The Proclamation was presented to City Clerk Elizabeth Garcia-Beckford and Assistant City Clerk Patricia Staples. Hillsboro Beach Town Clerk Sherry D. Henderson, who serves as President of the Broward County Municipal Clerks Association and as South District Director for the Florida Association of City Clerks (FACC),

stated that City Clerk Garcia-Beckford currently serves as the FACC's statewide President and was recognized as City Clerk of the Year 2025. She has also been nominated as City Clerk of the Year 2026 and serves with the International Institute of Municipal Clerks. City Clerk Garcia-Beckford also recognized Assistant City Clerk Staples for her 30 years of service to the City of Wilton Manors.

PRESENTATION

Audit Presentation

Steven Emery and Roberto Ayala, representing external auditor Citrin Cooperman, provided an overview of the City's fiscal year (FY) 2025 audit. He reviewed the scope of the audit, which includes a detailed risk assessment as well as internal control and compliance testing. They also conducted a single audit on federal expenditures and a surtax examination.

Mr. Emery confirmed that the City achieved budgetary compliance, pension plan compliance, and long-term debt compliance. The overall results of the audit included an unmodified or clean opinion on basic financial statements. The single audit, which relates to federally awarded funds, also received an unmodified opinion, as did the surtax examination. The City is expected to receive a Certificate of Achievement for the 2025 audit.

Mr. Emery reviewed additional evaluations related to the audit, emphasizing that the Finance Department has properly accounted for all transactions prior to the audit. Accounting policies are in agreement with governmental standards.

Mayor Newton recognized Finance Director Carol Conol and Finance Department staff for their achievements.

COMMENTS FROM THE PUBLIC

At this time Mayor Newton opened public comment.

Rener Agüero, attorney representing the owners of Wilton Pointe Apartments, LLC, stated that his clients felt they had reached consensus with the City to take proactive steps relating to the property to achieve compliance. The owner of the firm has met with the City's Community Development Services Director, Code Enforcement Supervisor, Chief of Police, and Building Officer to discuss compliance. He concluded that the property owners feel their goals are aligned with the City's and requested an additional month to address Code issues.

Steve Carrier, 2048 NE 6 Terrace, thanked Commissioner Rolli for recommending a broader discussion of Planned Unit Developments (PUDs). He cautioned that residents' protections under City Code can be set aside when these developments are involved, noting that there is a basic difference between variances and exceptions under Code.

Ray Carrier, 2048 NE 6 Terrace, also addressed the PUD discussion on tonight's Agenda, stating that it is up to the City and its residents to require developers to do the right thing. He encouraged the Commission to meet with developers, enforce Code, and protect residents.

With no other individuals wishing to speak at this time, Mayor Newton closed public comment.

CONSENT AGENDA

Vice Mayor Caputo made a motion to approve the Consent Agenda. Commissioner Rolli seconded the motion, which prevailed by unanimous roll call vote (4-0).

Minutes

- Budget Workshop, March 24, 2026
- Regular City Commission Meeting Minutes, March 24, 2026

Consent Resolutions

Resolution No. 2026-023: *(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 AGREEMENT WITH WGI, INC. TO PERFORM A PAVEMENT CONDITION SURVEY WITHIN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 2026-024: *(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 SEVENTH AMENDMENT TO THE PROFESSIONAL ENGINEERING AND CONSULTING SERVICES AGREEMENT WITH CHEN MOORE AND ASSOCIATES, INC. FOR A WASTEWATER SYSTEM EVALUATION PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 2026-026: *(Finance)*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AMENDING RESOLUTION NO. 2025-068 TO APPROPRIATE ADDITIONAL APPROPRIATIONS FOR THE FISCAL YEAR 2025 26 BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Request for the Commission to release two code enforcement liens attached to the real property located at 2500 Wilton Drive, Wilton Manors, Florida 33305, associated with Code Case No. 23-001947 and Code Case No. 23-001854, pursuant to legal review and recommendation.

Motion to approve letter of engagement with the firm Gardner, Bist, King & Wood to provide legal services related to the agreement for wholesale purchases of potable water.

Motion to approve letter of engagement with the firm Gardner, Bist, King & Wood to provide legal services related to the Large User Wastewater Agreement.

End of Consent Agenda

PUBLIC HEARINGS

Ordinance No. 2026-007: *(Community Development Services) (Police) (Second Reading)*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AMENDING CHAPTER 4 OF THE CITY CODE, ENTITLED “ANIMALS,” SECTIONS 4-14 “DANGEROUS DOGS,” 4-15 “DANGEROUS DOG PENALTIES,” AND 4-16 “RESPONSIBILITIES;” AND 4-21 “ENFORCEMENT; FINES FOR VIOLATION”; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Garcia-Beckford read the Ordinance by title only.

Vice Mayor Caputo made a motion to approve Ordinance 2026-007. Commissioner D'Arminio seconded the motion.

City Manager Leigh Ann Henderson advised that this is the second reading and public hearing of Ordinance 2026-007, which would amend the City's Code related to dangerous dogs. The recommended changes will bring the City into compliance with new State Statutes.

At this time Mayor Newton opened the public hearing, which he closed upon receiving no input.

The motion prevailed by unanimous roll call vote (4-0).

RESOLUTIONS

Resolution No. 2026-025; *(Emergency Management / Utilities)*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA PROVIDING NOTICE OF INTENT, PURSUANT TO SECTION 255.065, FLORIDA STATUTES TO ENTER INTO A COMPREHENSIVE AGREEMENT FOR A QUALIFYING PROJECT TO PERFORM SANITARY SEWER EVALUATION SURVEY (SSES), MANHOLE INSPECTION, SMOKE TESTING AND OTHER FIELD AND ENGINEERING TASKS FOR A CITYWIDE INFILTRATION & INFLOW REDUCTION PROGRAM, AND NOTICE OF INTENT TO ACCEPT OTHER PROPOSALS FOR THE SAME PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

City Clerk Garcia-Beckford read the Resolution by title only.

Emergency Management/Utilities Director Alan Dodd gave a presentation on the unsolicited proposal addressed in Resolution 2026-025, which was received on April 1, 2026.

Director Dodd recalled that in January 2026, he gave a presentation to the Commission reviewing the 11-step process for unsolicited proposals which must be followed for compliance with Florida Statutes. The City is currently at Step 5, presenting the proposal to the Commission for a decision. Initial review ensures the item is complete and fully compliant with requirements for an unsolicited proposal.

Director Dodd reviewed the proposal, which would provide an assessment of the City's wastewater system to reduce the entry of groundwater and stormwater into that system. The proposal includes four key phases:

- Program management
- Data collection and analysis
- Complete assessment of the wastewater system
- Flow isolation

The total project duration is 210 days with a lump sum cost of \$467,204. Director Dodd emphasized that this cost does not include remediation; the proposer would provide the City with packages for remediation work, which would then go through the solicitation process.

Director Dodd advised that the project is qualified, as it directly relates to the wastewater system and serves a public purpose. It supports the City's goals for improving infrastructure. Additional statutory requirements which qualify the proposal as complete were included in the proposal. The project would be paid through the Wastewater Utility Fund. There are no other fees or lease payments involved.

The City is required to determine if the overall proposal is cost-effective. Director Dodd advised that the program's return on investment was determined to have a payback period of less than one year. The assessment would pay for itself, not including the costs of remediation. A reduction in inflow and infiltration (I&I) flows correlates directly to a reduction in the wastewater fees paid to the City of Fort Lauderdale, which is approximately \$218/year per customer.

Director Dodd concluded that if the Commission chooses to enter into the agreement, they must establish a competitive period between 21 and 120 days. He was comfortable with a 21-day competitive period, which would begin after the City provides notifications through the Florida Administrative Register and the local newspaper.

The Commissioners discussed the proposal, including which components of the City's system would be considered by the proposal. Director Dodd replied that the analysis would include examination of manholes as well as smoke testing in pipes directly in front of houses. It will inform both the City and private sides of the system.

Director Dodd reviewed work already done on the City's wastewater system, noting that as part of the City's Consent Order, staff had performed initial evaluations and lined several pipes. They

are still aware that issues exist but have not yet determined where they are located. Following remediation, the City's expenditures will be reduced because they are processing less wastewater; further effects would be determined by rate studies.

There was Commission consensus to proceed with the unsolicited proposal process, as well as consensus to open up the competitive process for 45 days.

The motion prevailed by unanimous roll call vote (4-0).

UNFINISHED BUSINESS

None.

REPORTS FROM BOARDS AND ADMINISTRATIVE OFFICIALS

City Manager's Report

City Manager Henderson advised that Broward County is renovating and rehabilitating a bridge on Andrews Avenue at the North Fork of the Middle River. The County will host a public meeting at Hagen Park on May 14, 2026, at 5:30 p.m. to discuss this project. Notice will be sent out through all regular City channels as well as through social media and neighborhood associations, and properties within 1,500 ft. of the location will receive direct notice.

City Attorney's Report

None.

NEW BUSINESS

Broward MPO Citizens Advisory Committee (CAC) Representative

City Manager Henderson explained that the Broward Metropolitan Planning Organization (MPO) has requested the Wilton Manors City Commission select an individual to serve on the MPO's Citizens' Advisory Committee (CAC). The City has advertised this position and received applications from three residents: Robert Hadley, Anthony LoGrande, and Melody Moening.

The Commissioners were provided with the applications and spoke briefly with applicant Melody Moening, who was present at tonight's meeting.

The Commissioners ranked the applications and City Manager Henderson read their selections into the record, concluding that applicant Melody Moening ranked highest.

Vice Mayor Caputo made a motion to appoint Melody Moening. Commissioner Rolli seconded the motion, which prevailed by unanimous roll call vote (4-0).

Request to Create and Fill New Utilities Project Manager Position

City Manager Henderson explained that this request would create a new position within the Emergency Management/Utilities Department which would be fully paid for through the Water, Wastewater, and Stormwater Utility budgets. The position will be responsible for oversight of the Capital Improvement Program (CIP) within those utilities.

The Emergency Management/Utilities Department is taking on a capital campaign of over \$30 million, funded primarily through the Water Infrastructure Financing and Innovation Act (WIFIA). The position would oversee all technical and administrative components of that program as well as other capital projects within the Department.

City Manager Henderson emphasized that the City may use the budget for this proposed position toward their required local match for WIFIA. The funds have already been allocated. She confirmed that the project manager will be able to work on other projects in addition to WIFIA.

Commissioner Rolli made a motion to approve the new position. Vice Mayor Caputo seconded the motion.

The Commissioners indicated support for the position but emphasized the need to continue the City's overall hiring freeze in anticipation of property tax reform clarification at the state level. There was consensus to maintain the hiring freeze.

The motion prevailed by unanimous roll call vote (4-0).

Broward League of Cities 69th Annual Dinner, May 30, 2026

Mayor Newton emphasized the work done by the Broward League of Cities for Wilton Manors and other Broward communities. There was Commission consensus to purchase a sponsorship for \$3,500 to cover Commission and staff attendance.

City Manager Henderson confirmed that while this event was not included in the budget as a specific line item, there are funds available for this purpose. It was clarified that the six available tickets will be allocated first to City Commissioners, with remaining tickets available to City staff.

Discussion Regarding a Charter Amendment Creating Sec. 3.1 Nepotism Prohibition

City Manager Henderson recalled that at a previous meeting, the Commission requested two prospective Charter amendments to be included on the November 2026 ballot.

City Attorney Kerry Ezrol recommended that if they choose to proceed, they not include a provision that would require removal of an individual who enters into a relationship following election. He also asked if the Commission wishes to proceed with a similar provision which would affect qualifications for office.

The Commissioners discussed the proposed Ordinance, including Constitutional rights of association and the potential to affect an individual's ability to vote. City Attorney Ezrol advised that he would need to look into this issue further. He confirmed that he has not seen similar nepotism provisions in any municipal Charters he has reviewed.

Commissioner D'Arminio suggested that this proposed amendment addresses an issue that does not exist and stated that he did not support moving forward on this item. Commissioner Rolli advised that he supported the proposal and recommended that it apply to qualification for office but not to eligibility after election.

Vice Mayor Caputo was supportive of applying the amendment to qualification for election rather than to an after-the-fact relationship. Mayor Newton recommended that this proposed amendment be placed on the ballot for voters to decide.

City Attorney Ezrol requested clarification of other reasons for recommending this amendment so they may be included in the legislative findings. There was consensus that this amendment would be consistent with City requirements for service on advisory bodies.

Discussion Regarding a Charter Amendment to Sec. 5(c) Extraordinary Vacancies

City Attorney Ezrol stated that there were no legal issues requiring further discussion of this proposed Charter amendment. He emphasized the need to ensure that whatever event might trigger an extraordinary vacancy is covered in the proposed Ordinance and recommended the inclusion of language addressing "for any other reason" than the specific reasons cited.

In the event the full Commission were to be removed from office, the City Manager would be allowed to appoint individuals to serve as Commissioners. The Ordinance's language recommends that priority be given to City advisory board members. Commissioner D'Arminio added that priority should also be given to individuals who have previously served as Commissioners or Mayors. There was consensus to allow this inclusion.

Appeal to a lien reduction order by the Special Magistrate: Code Case #22-000244 for 2440 Wilton Drive, Wilton Manors, FL 33305 owned by Dee 2440 Property, LLC. (Police)

It was clarified that the lien reduction appeals for Code Cases #22-000244 and #22-000237 would be both presented and voted upon separately.

Wilton Manors Police Chief Gary Blocker stated that a request for lien reduction was submitted by the property owner, Dee 2440 Property, LLC, as well as the property manager for 2440 Wilton Drive in Wilton Manors. At the March 29, 2022, Special Magistrate hearing, the subject property was found to be in violation. Compliance was not achieved within the ordered time frame, which prompted the case to be heard again at the October 5, 2022 Special Magistrate hearing. Fines were certified and the lien was recorded with Broward County on November 16, 2022.

The subject property was found to be in compliance on December 4, 2025, after being noncompliant for 1,256 days. The total lien amount came to \$188,400. At the March 4, 2026, lien reduction hearing, the lien was reduced by 50% to \$94,911. The Special Magistrate's ruling brief summary is included in the backup materials for this Item.

Tom Runyan, attorney representing Dee 2440 Property, LLC, stated that the information he will present applies to both lien reduction appeals requested by his client. He advised that his client addressed the notice of violation for the subject property immediately.

Attorney Runyan continued that as the owner's health declined and he passed away, the title of the LLC passed to his husband, who had no experience as a property manager and was not involved in the company. While a contractor had indicated that "everything was clear" on the property, the Code violation had not been cleared.

In November 2025, Attorney Runyan and the property owner were informed at a Special Magistrate hearing for another property that the violation remained in effect for 2440 Wilton Drive. Shortly after notification, the owner applied for necessary permits and presented the contractor's report, bringing the Code case into compliance.

Attorney Runyan concluded that because the building was in compliance in 2023 despite the failure to file the appropriate report with the City, the Applicant requests a lien reduction to \$40,000, which can be paid within 60 days.

There was Commission discussion and consensus that the current property owner acted quickly to address the outstanding issue once he was informed of it, and it was not unusual for an owner to be unaware of required follow-up activity when a violation is corrected. The violation had not negatively affected the quality of life of neighbors.

Commissioner D'Arminio made a motion to reduce the lien to \$40,000, to be paid within 60 days. Vice Mayor Caputo seconded the motion, which prevailed by unanimous roll call vote (4-0).

Appeal to a lien reduction order by Special Magistrate Code Case #22-000237 for 2031 Wilton Drive, Wilton Manors, FL owned by Dee Property 2031, LLC. (Police)

Chier Blocker advised that at the March 29, 2022, Special Magistrate hearing, the subject property was found to be in violation and the property owner was given until June 27, 2022 to comply. When compliance was not achieved, the property became subject to a fine of \$150/day, which was certified at the October 5, 2022, Special Magistrate hearing. The lien was recorded by Broward County on November 16, 2022.

The property was determined to be compliant on December 3, 2025, after having been noncompliant for 1,255 days. Total fines had accrued to \$188,250. At the March 4, 2026 Special Magistrate meeting, this lien was reduced by 50% to \$94,836.

Attorney Runyan proffered the same information presented in the previous case. He requested that the lien for 2031 Wilton Drive be reduced to \$40,000, to be paid within 60 days.

Commissioner D'Arminio made a motion to approve lien reduction to \$40,000 and payment within 60 days. Vice Mayor Caputo seconded the motion, which prevailed by unanimous roll call vote (4-0).

Commission consideration to initiate foreclosure action on a code lien attached to the real property located at 2604-2647 N. Andrews Avenue, Wilton Manors, FL 33311

City Attorney Ezrol stated that in the case of 2604-2647 N. Andrews Avenue, known as Wilton Pointe Apartments, LLC, his office identified several notices of Code cases and liens, including:

- Case #25-001758: lien of over \$95,000
- Case #24-00244: lien of \$93,000 (as of February 2026)
- Case with a lien reduction not paid in a timely manner, which reverted back to a lien of approximately \$14,000

These liens total over \$200,000.

City Attorney Ezrol added that there is a mortgage on the property in excess of \$7 million. The property has a market value of approximately \$10 million. It requires significant work, including roof and interior improvements. The City may not foreclose against the mortgage, which takes priority over the lien.

City Attorney Ezrol continued that his recommendation, subject to the qualifications provided, was to proceed cautiously. The City must wait 90 days after the entry of a lien to begin foreclosure. The last lien was recorded on April 9, 2026, which means the City cannot include that lien until July.

Mayor Newton asserted that the property has been neglected for some time, negatively affecting the property's neighbors. He added that conditions at the subject property are deplorable, and he was inclined to proceed with foreclosure. Vice Mayor Caputo advised that he has received calls from residents who had to find new residences with little parity or response from the property owner, and pointed out that the owner has been nonresponsive throughout the process.

Commissioner D'Arminio also expressed concern with issues that have occurred at the property. He also emphasized that it has been neglected for some time and should be sold to an entity that will take care of it. Commissioner Rolli pointed out that there is other damage to the building in addition to the roof. He concluded that he was in favor of foreclosure.

Vice Mayor Caputo asked if the City can choose to forego the last lien and advance the foreclosure process without including that \$9,725. City Attorney Ezrol confirmed that if this is done, the City may order an update to the title foreclosure report right away, prepare a complaint, and file within roughly 30 days.

Rener Agüero, attorney representing the property owner, stated that his client has secured a loan which will be available on either May 1 or May 8, 2026. He added that if the City forecloses on the property, this will bring more litigation which will take more time, and concluded that the owner feels he can repair the roof and work with the City to address more issues.

Vice Mayor Caputo made a motion to move forward with initiating foreclosure action and not waiting on the additional lien. Commissioner D'Arminio seconded the motion, which prevailed by unanimous roll call vote (4-0).

Discussion on Planned Unit Development (PUD) Rules (Appendix A, Article 40) requested by Commissioner Paul Rolli

Community Development Services Director Roberta Moore provided a presentation on Planned Unit Developments (PUDs), which are governed by Article 040 of the City's Unified Land Development Regulations (ULDR). She requested that following the presentation, the Commission provide staff with direction regarding these regulations.

PUDs are a specific zoning district which allows a great deal of flexibility on various aspects of a project. They are intended to stimulate reinvestments necessary for viable redevelopment by permitting land under unified control to be planned and developed as a whole. Benefits of PUDs include mixed-use development, sustainability, provision of open space, providing transportation infrastructure, and encouragement of infill and redevelopment projects, among others.

Standards for PUDs are found in Section 040-050 of the ULDR. Section 040-130 addresses exceptions, which are similar to variances in traditional zoning districts. The difference between an exception and a variance is that exceptions must be granted by the City Commission as part of PUD approval. Exceptions are specific to the project for which they are requested.

Director Moore reiterated her request that the Commission provide direction to staff on whether or how PUD regulations should be reevaluated.

Director Moore responded to questions regarding PUDs, explaining that when staff receives a rezoning application, they evaluate it to ensure it does not request "spot zoning." If a developer applies for PUD rezoning, it is subject to the regulations in Article 040; if the project cannot follow those regulations, the developer may request exceptions. Article 030 provides specific regulations for the City's zoning districts. Depending upon the corridor and zoning district, there are specific requirements for what is permitted or prohibited. The Planning and Zoning Board reviews PUD applications and provides recommendations to the City Commission. They are not empowered to grant exceptions.

Commissioner D'Arminio emphasized the time spent by the Commission addressing building heights, which range from three to eight stories depending upon location. This is reflected in Transit-Oriented Corridor (TOC) Code. If a parcel is rezoned to PUD, there is a five-story maximum height. He also noted that some TOC parcels abut single-family residential development, and the Commission spent considerable time determining the appropriate heights for these abutting areas. He recommended better alignment between PUD Code and Article 030.

Commissioner D'Arminio also addressed setbacks, pointing out that these vary from 45 ft. to 65 ft. under Article 030. In PUD Code, setbacks may be 25 ft. or the height of the building, whichever is greater. He cautioned that this was antiquated and should be revisited.

Director Moore confirmed that the PUD regulations serve as guidelines. Vice Mayor Caputo explained that while there should be exceptions for certain projects, the PUD guidelines should be managed to ensure that the City still provides fairness to residents.

Director Moore clarified that no two municipalities have the same PUD regulations, which prevents direct comparison. She added that the Planning and Zoning Board may make recommendations based on specific exceptions as well as based on the project as a whole. Discussion focuses mainly on the overall development, with exceptions identified in the Staff Report and presented to the Board as part of staff's presentation.

Vice Mayor Caputo asked if it would be possible for certain levels of exception to require a variance process, which includes specific requirements such as hardships. Director Moore replied that variances must meet specific criteria, which is not the case for exceptions.

Commissioner D'Arminio suggested that staff ensure PUD regulations are more closely aligned with the requirements of Article 030, reiterating his concern that PUDs' height limit may be less than what is allowed under some traditional zoning. He did not feel this would help stimulate development.

Vice Mayor Caputo advised that a developer seeking PUD zoning could ask for any height they want as an exception. He felt residents should be able to depend upon Code being enforced as it is written, and that significant exceptions, such as greater heights, should not be made on an arbitrary basis. Director Moore confirmed that a developer can request height greater than five stories as an exception. This request must be justified as part of the exception process.

The Commissioners discussed examples of properties with specific heights and setback requirements. Director Moore advised that Article 030 setbacks depend upon lot size as well as location on a site. The depth of a property is also taken into consideration within TOC zoning, as are adjacent uses.

Commissioner D'Arminio reiterated his request that PUD zoning look to Article 030 for considerations such as density, parking requirements, and height, stating again that he did not understand the current five-story maximum. He also wished to establish a minimum setback in cases where setbacks may be 25 ft. or the height of the building, suggesting that the minimum could be similar to the setback requirements in Article 030.

Discussion on Distance Separation – Alcoholic Beverage Location Restrictions, requested by Vice Mayor Chris Caputo

Vice Mayor Caputo explained that the reason he had requested this discussion is because there are distance separation requirements in TOCs between restaurants with liquor licenses. He did

not recommend continuing these separation requirements when the City is seeking to encourage development. He advised that this should apply to bars as well as restaurants.

Mayor Newton advised that while he would not object to allowing multiple bars in an area such as the City's Arts and Entertainment District but was more cautious in areas that are close to residences. He agreed that all restaurants should be able to have these licenses despite proximity. Commissioner D'Arminio also stated that he felt distance requirements are archaic.

Director Moore advised that there are no distance requirements in Article 030, which meant the areas under discussion would be Powerline Road and 26 Street east and west of 15 and 16 Streets. There are no distance separations between the types of uses discussed elsewhere in the City.

The Commissioners discussed specific locations within the City which permit or prohibit businesses from obtaining liquor licenses. It was determined by consensus to remove Section 3-7, which prohibits the sale of alcoholic beverages within a certain distance of a church.

REQUESTS FOR PLACEMENT OF ITEMS ON NEXT MEETING AGENDA

None.

ADJOURNMENT

The meeting was adjourned at 9:09 p.m.

DRAFT
MINUTES



REGULAR CITY COMMISSION MEETING
Tuesday, May 12, 2026
7:00 PM – COMMISSION CHAMBERS

CALL TO ORDER

Mayor Scott Newton called the meeting to order at 7:00 p.m.

Pledge of Allegiance

Rabbi Marcia Weinstein led the Pledge of Allegiance.

ROLL CALL

City Clerk Elizabeth Garcia-Beckford called the roll. Present were Mayor Scott Newton, Vice Mayor Chris Caputo, Commissioner Mike Bracchi, and Commissioner Don D’Arminio. Commissioner Paul Rolli was absent. A quorum was present. Also in attendance were City Manager Leigh Ann Henderson and City Attorney Kerry Ezrol.

ADDITIONS / CHANGES / DELETIONS

Commissioner Bracchi requested an update regarding the temporary closure of the City's library as part of the City Manager's Report.

PROCLAMATIONS

Congregation Etz Chaim Day honoring Rabbi Marcia Weinstein

Mayor Newton read a Proclamation recognizing Saturday, May 16, 2026, as Congregation Etz Chaim Day in Wilton Manors in honor of the ordination of Rabbi Marcia Weinstein. Rabbi Weinstein, Treasurer Steven Greenfield, and other members of the Etz Chaim congregation were present to receive the Proclamation.

National Police Week 2026

Mayor Newton read a Proclamation recognizing May 10-16, 2026, as National Police Week in Wilton Manors. Police Chief Gary Blocker, Assistant Chief Darren Brodsky, Recruitment Officer Gary Grande, and other members of the Wilton Manors Police Department were present to receive the Proclamation.

PRESENTATION

Recognition of Quarterly Awards Recipients by Chief Gary Blocker for:

- **Officer of the 1st Quarter 2026 to Officer Sylvie Fils**
- **Professional of the 1st Quarter 2026 to Police Service Aide Winnie Harrison Bramwell**

Chief Blocker presented the Professional of the 1st Quarter 2026 Award to Police Service Aide (PSA) Winnie Harrison Bramwell and the Officer of the 1st Quarter 2026 Award to Officer Sylvie Fils.

COMMENTS FROM THE PUBLIC

At this time Mayor Newton opened public comment.

Eric Runyan, president of Front Runners and Walkers Fort Lauderdale, thanked the City for their partnership in the recent Love Wins 5K event, recognizing City Manager Leigh Ann Henderson, the Leisure Services, Emergency Management/Utilities, and Police Departments, and all involved in making the event safe and successful.

With no other individuals wishing to speak at this time, Mayor Newton closed public comment.

CONSENT AGENDA

Vice Mayor Caputo made a motion to approve the Consent Agenda. Commissioner D'Arminio seconded the motion, which prevailed by unanimous roll call vote (4-0).

Minutes

- Regular Commission Meeting, April 14, 2026

Invoices

- Goren, Cherof, Doody & Ezrol, P.A.

Consent Resolutions

Resolution No. 2026-027: (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 THE TERMINATION AGREEMENT WITH BS&A SOFTWARE, LLC TO TERMINATE THE COMMUNITY DEVELOPMENT CLOUD MODULES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 2026-028: *(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 AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

End of Consent Agenda

ORDINANCES – FIRST READING

Ordinance No. 2026-009: *(Community Development Services) (First 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.

City Clerk Garcia-Beckford read the Ordinance by title only.

Vice Mayor Caputo made a motion to approve Ordinance 2026-009. Commissioner D'Arminio seconded the motion.

Commissioner D'Arminio advised that, as stated at the previous meeting, he was not supportive of two members of the same household running for or serving on the same Commission; however, he was not certain the City should amend its Charter to include such prohibition at this time. There was Commission discussion clarifying that the purpose of the proposal was to ensure the City's Charter establishes requirements for Commissioners which are consistent with its requirements for advisory entities.

Commissioner Bracchi expressed concern with the possibility that two Commissioners could form a relationship while in office, questioning whether Ordinance 2026-009 might be unconstitutional. City Attorney Ezrol confirmed that the provision had been modified to eliminate the option of disqualification during office; however, it would prohibit an incumbent in such a relationship from qualifying for a subsequent election.

Commissioner Bracchi concluded that he would support the proposed Ordinance at tonight's meeting and encouraged residents to provide feedback on this proposed Charter amendment.

Mayor Newton advised that he did not feel the circumstance was likely to occur, and felt residents would make their own decisions if it happened in the future.

The motion prevailed by 3-1 vote (Commissioner D'Arminio dissenting).

Ordinance No. 2026-010: *(Community Development Services) (First 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 THE UNEXPIRED TERM; 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.

City Clerk Garcia-Beckford read the Ordinance by title only.

Vice Mayor Caputo made a motion to approve Ordinance 2026-010. Commissioner D'Arminio seconded the motion.

City Manager Leigh Ann Henderson explained that this Ordinance would create a referendum Item which would come before voters at the November 3, 2026, election. It would apply in the instance that all five seats on the City Commission were vacant, providing for the City Manager to appoint an interim three-member City Commission consisting of a Mayor and two Commissioners. The interim Commission would then select two additional Commissioners in order to seat a five-member interim governing body. That Commission would then call for a special election.

Both the City Manager's and the interim City Commission's appointment of members would prioritize the selection of members of City advisory boards as well as prior elected officials.

The Commissioners discussed the Ordinance, with Vice Mayor Caputo asking what would happen in the event that fewer than all five Commission members were approved. City Attorney Ezrol replied that the Florida Constitution, and Chapter 112 of Florida Statutes, both give the Governor authority to appoint only if there is no contrary provision in the affected municipality's Charter.

City Attorney Ezrol continued that existing Charter provisions address the filling of vacancies in the event that fewer than all of the Commissioners must be replaced. The proposed Ordinance only addresses what might happen when all Commissioners are affected, as that is the only instance in which the Governor has the right to fill the vacancies.

City Attorney Ezrol recommended a minor revision to the Ordinance's title: replace "...remaining in the unexpired term" with "...remaining in any unexpired terms." Vice Mayor Caputo and Commissioner D'Arminio accepted this change to their motion and second for approval.

The motion prevailed by unanimous roll call vote (4-0).

UNFINISHED BUSINESS

None.

REPORTS FROM BOARDS AND ADMINISTRATIVE OFFICIALS

City Manager's Report

City Manager Henderson advised that on Thursday, May 14, 2026, at 5:30 p.m., Broward County will host a public meeting at Hagen Park in relation to the Andrews Avenue Bridge Replacement project. She encouraged members of the community to attend this meeting, as the traffic impact of that project will be significant.

City Manager Henderson continued that the City's public library is temporarily closed to be tented and fumigated against termites and bedbugs. The library is expected to reopen on Monday, May 18, 2026.

All residents are invited to celebrate the City's 79th anniversary at the annual barbecue at Richardson Historic Park on Saturday, May 16, 2026, at 12:00 p.m.

Commissioner Bracchi asked for more information on the Andrews Avenue Bridge project, including its estimated time frame as well as measures to prevent cut-through traffic in smaller adjacent roadways. City Manager Henderson advised that neither a traffic plan nor a schedule is currently available.

City Attorney's Report

None.

NEW BUSINESS

2026 Stonewall Request for Public Safety Funding Support

City Manager Henderson stated that this Item requests Commission support for the allocation of a \$50,000 budget for the Stonewall Pride Parade and Street Festival, which would provide direct funding to public safety agencies that support the event. This allocation has been made for the previous two years.

Mayor Newton advised that due to efforts at the state level to discourage local governments' support for LGBTQ+ events, the Commission may need to identify different ways to provide this support. He emphasized that maintaining public safety may be one such action, particularly since the funding amount is consistent with public safety funds provided in the past.

Commissioner D'Arminio requested clarification of the total public safety costs associated with Stonewall. Assistant Police Chief Darren Brodsky replied that the 2025 public safety costs came to approximately \$135,000 and are expected to be similar in 2026. This estimate covers assistance from the Broward Sheriff's Office (BSO), the City's public safety Police detail, and law enforcement Officers from the Fort Lauderdale Police Department and Fort Lauderdale Fire Rescue.

Commissioner Bracchi suggested that going forward, the Commission may wish to establish objective criteria for large events based on the number of anticipated attendees. This would allow the City to provide public safety funds up to a specific amount. This would provide greater transparency and establish a policy for all types of major events.

Vice Mayor Caputo made a motion to approve the public safety request. Commissioner Bracchi seconded the motion, which prevailed by unanimous roll call vote (4-0).

Discussion: Stonewall Pride Parade and City's Float

Mayor Newton requested discussion on the possibility of the City providing a float, as well as regarding whether the Mayor, Vice Mayor, and Commissioners may invite an additional individual to participate on the float with them. The float could also provide space for other

officials involved with the City, such as Broward County Commissioners, Florida Senators or Representatives, and U.S. Senators or Representatives.

City Manager Henderson advised that the maximum capacity for the float would be ten individuals. It was determined through further discussion that each Commissioner participating on the float would be able to invite one guest, such as a spouse or partner, and Commissioners are asked to inform City staff in advance if they will not have a guest. If fewer than 10 individuals are proposed, additional elected officials who represent Wilton Manors will be invited to join the City's float.

Commissioner Bracchi made a motion to allow every City Commissioner to invite one guest onto the City's float, and to let the City Manager know in advance if they will not bring a guest, with the ability to open up the float to state or federal representatives if space allows. Vice Mayor Caputo seconded the motion, which prevailed by unanimous roll call vote (4-0).

Request to Fill Full-Time Utility Technician 1 Vacancy

City Manager Henderson advised that while the Florida Legislature continues to consider the final outcome of property tax reform, City staff will bring necessary vacancies before the Commission for consideration. The City has received notice of resignation from Utility Technician 1, who is primarily responsible for City stormwater systems and street maintenance. Only two City staff members perform this work. The position is fully funded through the Utility Enterprise Fund and would not be impacted by property tax reform.

Commissioner D'Arminio made a motion to approve. Vice Mayor Caputo seconded the motion, which prevailed by unanimous roll call vote (4-0).

REQUESTS FOR PLACEMENT OF ITEMS ON NEXT MEETING AGENDA

None.

ADJOURNMENT

The meeting was adjourned at 7:39 p.m.

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF WILTON MANORS
2020 Wilton Drive
Wilton Manors, FL 33305

Page: 1
06/10/2026
ACCOUNT NO: 2976-9902495
INVOICE NO: 79389

Attn: Finance / Accounts Payable

RE: v. Howell, Marcia (Code Lien Foreclosure)

06/10/2026	Filing fee: Sun Sentinel (publication)	348.00
	TOTAL ADVANCES	348.00
	TOTAL CURRENT WORK	348.00
	BALANCE DUE	<u>\$348.00</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE





Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, June 23, 2026

From:

Prepared by:

- (a) **Subject:** Consent Resolutions
- (b) **City Manager Recommendation:**
- (c) **Report In Brief:**
- (d) **Discussion:**
- (e) **Strategic Plan Consistency:**
- (f) **Concurrences:**
- (g) **Fiscal Impact:**
- (h) **Alternatives:**
- (i) **Attachments:**



Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, June 23, 2026

From: Alan Dodd, Emergency Management Director

Prepared by: Alan Dodd

- (a) **Subject: Resolution No. 2026-036 (Emergency Management/Utilities)**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE OFFICIAL TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT AND THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE CITY CLERK TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED FIRST AMENDMENT AND THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; 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. 2026-036 will authorize the City to execute the First Amendment (Facilities Amendment) and the Second Amendment to the Interlocal Agreement (ILA) for the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida. The Facilities Amendment establishes the governance, facility ownership, asset protection, and wind-down provisions required for the continued operation of the Authority, while the Second Amendment provides participating municipalities with future withdrawal options following the Authority's initial procurement process and again in 2048
- (d) **Discussion:**
- The proposed resolution authorizes approval of the First Amendment (Facilities Amendment) and the Second Amendment to the Interlocal Agreement (ILA) for the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County (the "Authority"). The ILA, approved by the City Commission on April 25, 2023, established a regional framework for coordinating solid waste disposal, recycling, and diversion services among Broward County

and participating municipalities. The Authority was created to address increasing waste generation, limited disposal capacity, evolving regulatory requirements, and the need for a sustainable and cost-effective long-term regional waste management strategy.

The Facilities Amendment is a required “Formation Condition” under the ILA and is necessary for the Authority to continue operating beyond August 15, 2026. The Facilities Amendment establishes the legal and operational framework for implementation of the regional solid waste system, including long-term contingency planning for waste disposal capacity, governance and limitations on Authority-owned facilities, protection of public assets, and detailed procedures governing the orderly transfer of services, facilities, and assets in the event the Authority is dissolved. The amendment also clarifies the types of facilities the Authority may own and operate, establishes safeguards to promote transparency and accountability, and creates a structured wind-down process intended to avoid the disputes and uncertainty that occurred following the dissolution of Broward County's previous regional solid waste system.

In conjunction with the Facilities Amendment, the Authority has adopted a Comprehensive Master Plan that establishes a long-term roadmap for solid waste management in Broward County. The Master Plan focuses on reducing reliance on landfills, expanding recycling and diversion programs, harmonizing disposal and processing services across participating jurisdictions, developing regional infrastructure, enhancing public education and outreach, and leveraging economies of scale to achieve greater operational efficiency and long-term cost stability.

The proposed Second Amendment provides participating municipalities with additional flexibility by establishing two future opportunities to withdraw from the Authority. The first withdrawal option allows a municipality to withdraw within forty-five (45) days following the Executive Committee's recommendation of contract awards resulting from the Authority's regional procurement process for municipal solid waste disposal, recycling processing, and yard waste processing services, which is anticipated to occur in 2027. This provision allows participating municipalities to evaluate actual service costs before making a longer-term commitment to the regional system. The second withdrawal option allows municipalities to withdraw effective August 16, 2048, provided notice is submitted by August 16, 2047. The Second Amendment also establishes procedures governing the effects of withdrawal and provides that if municipalities representing more than twenty percent (20%) of the participating municipal population withdraw, the Governing Board may initiate dissolution of the Authority pursuant to the wind-down procedures established in the Facilities Amendment.

From a financial perspective, participation in the Authority is structured in phases. For the City of Wilton Manors, the estimated Phase I (FY 2027) contribution is approximately \$14,845, based on population, which is comparable to current funding levels. Subsequent phases transition to a system funded through modest per-ton surcharges and, ultimately, a non-ad valorem assessment structure intended to provide long-term cost predictability while supporting regional infrastructure investments, recycling initiatives, and system improvements.

Approval of the Facilities Amendment and Second Amendment will allow the City to remain a participating member of the Authority, support implementation of the Master Plan, preserve future withdrawal options should regional costs or local priorities change, and continue collaboration with Broward County and neighboring municipalities to address long-term solid waste disposal, recycling, and diversion needs.

(e) Strategic Plan Consistency: Goal F. Improve Environmental Sustainability.

- (f) **Concurrences:**
- (g) **Fiscal Impact:** The estimated fiscal impact to the City of Wilton Manors for participation in the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County is approximately \$14,845 in FY 2027 (Phase I), based on population. Future funding is anticipated to transition to a system supported by modest per-ton surcharges and, ultimately, a non-ad valorem assessment structure intended to provide long-term cost predictability while supporting regional solid waste disposal, recycling, and diversion initiatives. Approval of the Second Amendment does not create any additional direct fiscal impact and provides the City with future withdrawal options following the Authority's initial procurement process and again in 2048.
- (h) **Alternatives:** Failure to approve the Facilities Amendment would result in the City's withdrawal from the Authority pursuant to Section 3.3 of the ILA
- (i) **Attachments:**
1. 2026-036 RESO Approving First and Second Amendment to ILA for Solid Waste Disposal and Recyclable Materials Processing Authority
 2. ILA Solid Waste Disposal and Recyclable Materials Processing Authority Broward County 4_25_2023
 3. First Amendment to ILA (Final Facilities Amendment)
 4. Second Amendment to ILA

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RESOLUTION NO. 2026-036

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE OFFICIAL TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT AND THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE CITY CLERK TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED FIRST AMENDMENT AND THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

25 **WHEREAS**, the City Commission of the City of Wilton Manors, has previously
26 entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable
27 Materials Processing Authority of Broward County, Florida (the “ILA”) among
28 Broward County, Florida (the “County”) and twenty-eight municipalities in Broward
29 County (each, individually, a “Municipal Party” and collectively, the “Municipal
30 Parties”) (collectively with the County, the “Parties,” and each individually a “Party”)
31 effective as of August 16, 2023 (“ILA Effective Date”), that created the Solid Waste
32 Disposal and Recyclable Materials Processing Authority of Broward County (the
33 “Authority”);

34 **WHEREAS**, the residents, businesses and tourists in Broward County generate
35 5,000,000 tons of solid waste annually, or 20,000 pounds per minute, double the
national average per person;

1 **WHEREAS**, commissioned studies project that the amount of future solid waste
2 generation in Broward County will increase by almost 50 percent over the next 40
3 years;

4 **WHEREAS**, the single existing Class I landfill in Broward County currently
5 available for disposal of solid waste is reaching capacity, and will stop accepting Class I
6 waste for disposal at the end of this year;

7 **WHEREAS**, since the 2013 dissolution of the Resource Recovery System
8 (which had been governed by the Resource Recovery Board), the municipalities and the
9 County have failed to achieve the 75% statutory recycling goal, instead the County
10 recycling rate is approximately 30%;

11 **WHEREAS**, even for those municipalities that are participating in recycling
12 efforts, the contamination rates are far too high, resulting in less recycling and increased
13 direct costs to the municipalities that are paid by their residents;

14 **WHEREAS**, following the dissolution of the Resource Recovery System and
15 Resource Recovery Board, each of the 31 municipalities and the County (for the
16 unincorporated area) were on their own to manage solid waste disposal and recycling,
17 resulting in variability of costs and disposal services;

18 **WHEREAS**, the Solid Waste Working Group and subsequently the Authority
19 have analyzed waste composition, waste generation, existing disposal capacity, and
20 areas where significant improvements in solid waste management would yield
21 economies of scale that are expected to result in lower processing and disposal costs, in
22 order to achieve necessary goals of reduction, reuse and recycling to conserve needed
23 disposal capacity;

1 **WHEREAS**, the Governing Board of the Authority, on April 17, 2026, adopted
2 a Master Plan that will enable the Parties to work collaboratively, for at least the next 40
3 years, to implement a long-term, environmentally sustainable, transparent, innovative,
4 and economically efficient plan and approach to reduction, reuse, recycling, and
5 disposal of solid waste generated in the County;

6 **WHEREAS**, the Master Plan outlines strategic actions across several key areas:

- 7 • Establishing a waste management system throughout the County that
8 decreases dependency on landfill and waste-to-energy and reduces
9 the risk of market-driven unpredictability of costs for ILA members.
- 10 • Ensuring all Parties benefit from streamlined operations, improved
11 access to services, and meaningful participation in long-term
12 decision-making.
- 13 • Promoting a circular economy that maximizes the diversion of solid
14 waste from the waste stream into beneficial uses that support
15 domestic supply chains and manufacturing while reducing the
16 reliance on and extraction of virgin natural resources.
- 17 • Reducing waste generation through a robust education and outreach
18 program, behavior change, and incentives for circular economy
19 practices.
- 20 • Expanding recovery and recycling with construction and demolition
21 (C&D) debris and mandatory commercial recycling ordinances,
22 implementing curbside source-separated yard trash processing, and
23 developing convenience recycling drop-off facilities to protect

1 current and future disposal capacity and maximize value from
2 recovered solid waste commodities for the benefit of ILA members.

3 • Optimizing the use of existing public and private infrastructure in the
4 most economical and efficient manner, while identifying the potential
5 for new facility needs for transfer, processing, and disposal over the
6 long term so as to achieve the goals of financial transparency,
7 predictability and savings.

8 • Improving governance and financial stability via flow control
9 mechanisms, assessment models, and regional policy and service
10 harmonization;

11 **WHEREAS**, the single existing waste-to-energy plant located in Broward
12 County is at capacity and is unable to accept any additional solid waste;

13 **WHEREAS**, the County and its municipalities face a solid waste crisis based
14 upon projected increases in the generation of solid waste;

15 **WHEREAS**, in order for the Authority to continue in existence, the ILA
16 requires the adoption of a First Amendment to the ILA (the “Facilities Amendment”)
17 within thirty-six months of the ILA Effective Date as part of the Formation Conditions
18 of the Authority, all as defined in the ILA;

19 **WHEREAS**, as part of the Formation Conditions, each Municipal Party’s
20 elected body has one hundred twenty days to adopt and deliver to the Authority a
21 resolution approving the Facilities Amendment;

22 **WHEREAS**, in order for the Facilities Amendment to be effective, it must be
23 approved by the elected bodies of: (a) Municipal Parties representing at least eighty

1 percent (80%) of the total population of the Municipal Parties; and (b) the County by
2 August 15, 2026;

3 **WHEREAS**, on March 20, 2026, the Governing Board of the Authority voted to
4 recommend the First Amendment to the ILA, which is attached hereto as **Exhibit “A”**
5 to this Resolution (the “Facilities Amendment”); and

6 **WHEREAS**, the City Commission of the City of Wilton Manors, deems it to be
7 in the best interest of the City to support the Master Plan, to continue to be a Municipal
8 Party of the Authority, and to approve the Facilities Amendment.

9 **WHEREAS**, the Executive Committee and Governing Board have each
10 unanimously also recommended a further amendment to the ILA, to be effective after
11 the Facilities Amendment is effective, that would provide for two separate options for
12 Parties to withdraw from the ILA, the first option to be exercised by the governing body
13 of the Party by adopting a resolution approving the withdrawal of such Party from the
14 ILA and it is delivered to the Authority within 45 days after the Executive Committee
15 recommends the award of contracts resulting from the RFP process for yard trash
16 processing, recyclable material processing and municipal solid waste disposal, which
17 recommendations shall be made no earlier than October 1, 2027 and no later than
18 November 15, 2027 (which dates may be extended by majority vote of the Governing
19 Board) and a second option for Parties to withdraw on the date that is twenty-five (25)
20 years after the Effective Date (August 16, 2048), provided that such withdrawing
21 Party’s governing body adopts a resolution approving the withdrawal of such Party
22 from the ILA and it is delivered to the Authority prior to August 16, 2047;

1 **WHEREAS**, those Parties, including the County, that timely deliver to the
2 Authority a resolution adopted by its elected body approving the Facilities Amendment
3 are hereinafter referred to as the “Remaining Parties”;

4 **WHEREAS**, the ILA provides in Section 16.1.3. that any amendment to the
5 ILA that substantively modifies any of the provisions, or that concerns any of the
6 subjects listed in such section, will not be effective unless approved by every Party’s
7 elected body;

8 **WHEREAS**, Section 16.1.3.2 lists Article 4 (Duration) as one of the provisions
9 that require approval of every Party to the ILA;

10 **WHEREAS**, the Parties intend for the Second Amendment to be effective after
11 the Facilities Amendment is effective and thus requires approval by the elected bodies
12 of all of the Remaining Parties, including the County; and

13 **WHEREAS**, the City Commission of the City of Wilton Manors, deems it to be
14 in the best interest of the City to support providing two separate options for Parties to
15 withdraw from the ILA, the first option to be exercised by the governing body of the
16 Party adopting a resolution approving the withdrawal of such Party from the ILA and it
17 is delivered to the Authority within 45 days after the Executive Committee recommends
18 the award of contracts resulting from the RFP process for yard trash processing,
19 recyclable material processing and municipal solid waste disposal, which
20 recommendations shall be made no earlier than October 1, 2027 and no later than
21 November 15, 2027 (which dates may be extended by majority vote of the Governing
22 Board) and a second option for Parties to withdraw on the date that is twenty-five (25)
23 years after the Effective Date (August 16, 2048), provided that such withdrawing

1 Party's governing body adopts a resolution approving the withdrawal of such Party
2 from the ILA and it is delivered to the Authority prior to August 16, 2047.

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

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

7 **Section 2.** The Facilities Amendment attached hereto as **Exhibit "A"** is approved.

8 **Section 3.** The Second Amendment attached hereto as **Exhibit "B"** is approved.

9 **Section 4.** The appropriate City officials are authorized and directed to execute
10 the Facilities Amendment and the Second Amendment and to send a copy of this
11 Resolution and the executed Facilities Amendment and the Second Amendment to the
12 Authority.

13 **Section 5.** The appropriate City officials are further authorized to execute a
14 revised version of the Facilities Amendment and/or the Second Amendment, if
15 requested by the Authority, so long as the revised Facilities Amendment and/or Second
16 Amendment is substantively the same as **Exhibit "A"** and/or **Exhibit "B"** as applicable
17 and includes only non-substantive changes that are acceptable to the City Manager and
18 approved as to form and legality by the City Attorney, and to send such revised
19 Facilities Amendment and/or Second Amendment to the Authority.

20 **Section 6.** All Resolutions or parts of Resolutions in conflict herewith, be and the
21 same are repealed to the extent of such conflict.

**INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS
PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA**

This Agreement (“Agreement”) is among Broward County, a political subdivision of the State of Florida (“County”), and the municipalities in Broward County that formally approve this Agreement pursuant to its terms and return an executed signature page (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively, the “Parties” and each individually a “Party”).

ARTICLE 1. RECITALS AND FINDINGS OF FACT

1.1. Mission Statement. To protect the long-term public health, safety, and welfare of the residents of the Municipal Parties and County, the Parties commit to working together collaboratively through the creation of an independent legal entity known as the “Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida” (the “Authority”), the purpose of which is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.

1.2. Goals of the Authority. The Authority will (a) encourage recycling, reduction, and reuse, in order to divert Authority Solid Waste (defined below) from landfills, seeking to ultimately reach zero waste, (b) support regional solutions with other counties with priority being given to the needs and goals of the Parties, (c) conduct comprehensive public education campaigns, and (d) engage in and/or support research and development into disposal, reduction, recycling, reuse, and utilization of the latest technology to create a sustainable and resilient Authority Solid Waste disposal and Recyclable Materials (defined below) processing system. In connection with these goals, the Authority should consider and evaluate all existing permitted facilities and properties within Broward County with the appropriate entitlements and land uses, seeking to ultimately reach zero waste in order to meet its goals and objectives. The Authority may offer the Parties collection and hauling services for Authority Solid Waste and Recyclable Materials; however, ultimate responsibility for providing such services shall remain with each local government in Broward County.

1.3. Reservation of Powers. The Parties, individually and collectively, find that no municipal or County powers or functions are being transferred by this Agreement or by the creation of the Authority as a separate legal entity as described in Section 163.01, Florida Statutes. Each Party retains ultimate responsibility within its jurisdiction for supervising waste and recycling as provided by applicable law. Consequently, the Parties find that the Authority serves a limited government function: to operate the System (defined below). The Parties further find that the Authority is not a mere instrumentality of County or of the Municipal Parties. Except for such matters expressly stated in this Agreement, neither County nor the Municipal Parties shall maintain operational control hindering the Authority’s status as an independent and separate legal entity.

1.4. Other Critical Operations Not Addressed by this Agreement. The continuation of this Agreement is contingent on (a) a Master Plan (defined below) being ratified by the Authority, and (b) approval of an amendment to this Agreement by the Parties, both as detailed below. The purpose of the Master Plan and the contemplated amendment to this Agreement is to: (a) provide further specificity regarding the Authority's operations that the Parties have elected to address after the Effective Date (defined below), and (b) resolve other critical issues related to the Authority's creation and reflect such consensus as may exist or be formed concerning operations and related responsibilities, liabilities, or other commitments once the Parties determine the precise operations that will be undertaken, and facilities that will be owned, by the Authority.

ARTICLE 2. DEFINITIONS

2.1. **Authority Solid Waste** means garbage, rubbish, trash, refuse, or other discarded material resulting from the operation of residential, commercial, governmental, or institutional establishments in Broward County that would normally be collected, processed, and disposed of through a public or private solid waste management service. Unless excluded by the Master Plan, this term includes tropical storm debris, hurricane debris, all other storm debris, yard waste, bulk trash, white goods (including, without limitation, large household appliances, refrigerators, stoves, washing machines, drying machines, microwave ovens, and water heaters), manure, and construction and demolition debris. The term does not include the following: solid waste from industrial, agricultural, or mining operations (other than construction and demolition debris); sludges; solids or dissolved materials in domestic sewage, or other significant pollutants in water resources, including, without limitation, silt, dissolved or suspended solids in industrial wastewater effluents, or dissolved materials in irrigation return flows; any nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes, or under the Federal Atomic Energy Act of 1954, as amended; Recovered Materials (defined below); Hazardous Materials (defined below); or any waste deemed unacceptable in the Master Plan.

2.2. **Broward Tonnage** means the total amount of System Waste (defined below) generated in each Municipal Party's jurisdiction and in the unincorporated areas of Broward County. When accurate data for System Waste is not available, the Governing Board (defined below) may by majority vote elect to approximate the total amount of System Waste by using population figures based on the most recent Bureau of Economic and Business Research – University of Florida report or any other reasonable source of population data it deems appropriate.

2.3. **Executive Committee** means the body described in Section 6.3, composed of members of the Governing Board and granted the powers described in Section 8.3.

2.4. **Governing Board** means the primary governing body of the Authority as described in Section 6.2 and granted the powers described in Sections 8.1 and 8.2.

2.5. **Hauler** means a person or entity engaged in the collection, transportation, or delivery of System Waste pursuant to an agreement with, or authorization granted by, any Party or the Authority.

2.6. **Hazardous Materials** means any waste, debris, substance, constituent, object, or material that: (a) is determined to be hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic (collectively, “Hazardous”), pursuant to the Broward County Charter, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapter 403, Chapter 62-730 of the Florida Administrative Code, the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 374, 40 C.F.R. Parts 700 through 799, 49 C.F.R. § 172.101, or any rule or regulation promulgated pursuant to the foregoing authorities; (b) is classified as “universal waste” pursuant to 40 C.F.R. Part 273; (c) is otherwise prohibited or determined to be Hazardous by applicable state or federal law; (d) is determined to be Hazardous at any time by the United States Environmental Protection Agency; (e) may cause damage to an Authority Solid Waste, Recyclable Materials, or Recovered Materials facility accepting the Hazardous Materials; or (f) otherwise poses a threat to public health or safety.

2.7. **Master Plan** means the master plan of operations document required to be adopted by the Authority for strategic and operational planning purposes, as well as describing the Authority’s operations in detail and providing the comprehensive planning framework and strategic direction to manage System Waste, across Broward County, consistent with the Parties’ responsibilities under applicable law.

2.8. **Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials, as described in this Agreement, are not included within the definition of Authority Solid Waste.

2.9. **Recyclable Materials** means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Authority Solid Waste.

2.10. **System** means the collective arrangement of infrastructure and facilities overseen, owned, operated, acquired, or contracted for by the Authority and provided for in the Master Plan to manage System Waste.

2.11. **System Waste** means Authority Solid Waste, Recovered Materials, and Recyclable Materials, collectively, generated in any of the Parties’ jurisdictions and/or from outside of Broward County and identified as acceptable waste to be accepted by the Authority in the Master Plan. This term does not include Hazardous Materials or any waste deemed unacceptable in the Master Plan.

ARTICLE 3. FORMATION

3.1. By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, 189.4041, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

3.2. The Authority will have the power and duty to establish, operate, and maintain the System. This Agreement does not divest any Party of its ultimate authority or obligation to supervise the provision of services related to System Waste generated in its jurisdiction; none of the powers granted the Authority constitutes a transfer of powers or functions as addressed under Article VIII, Section 4, of the Florida Constitution.

3.3. Deadline to Adopt Initial Master Plan and Facilities Amendment. The Authority, through its Governing Board, must: (a) adopt a Master Plan pursuant to the requirements of Article 7, and (b) approve a proposed amendment to this Agreement (the “Facilities Amendment”) that must subsequently be adopted by the Parties and that meets the procedural and substantive requirements of this section (the requirements under both subparts (a) and (b) are collectively “Formation Conditions”). If the Formation Conditions are not met within eighteen (18) months, plus any extension(s) of time approved pursuant to Section 3.3.1, after the Effective Date, this Agreement automatically terminates, and upon such automatic termination the Parties will only owe such duties to one another as expressly survive termination of this Agreement.

3.3.1. Extension. The Executive Committee may, by majority vote, extend the deadline to meet the Formation Conditions for up to an additional aggregate total of six (6) months. If the Executive Committee does not extend or has no further extension of the deadline available to it, the Governing Board may, by majority vote, extend the deadline by up to an additional twelve (12) months (i.e., beyond the six (6) month extension exercisable by the Executive Committee). In no circumstance will the deadline to meet the Formation Conditions, as extended, be more than thirty-six (36) months after the Effective Date.

3.3.2. Withdrawal. If and after the Governing Board approves the Facilities Amendment, the Authority shall provide written notice to each Municipal Party and to County. After receiving the Authority’s notice, each Municipal Party’s elected body shall have one hundred twenty (120) days to adopt a resolution approving the Facilities Amendment. A Municipal Party’s failure to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment within the one hundred twenty (120) day period will be deemed that Party’s withdrawal from this Agreement. Except for provisions that survive expiration or termination of this Agreement, a Party that withdraws from this Agreement pursuant to this section will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or the Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to Section 5.2.

3.3.3. Facilities Amendment; Required Contents. The Facilities Amendment must provide for the following:

3.3.3.1. A procedure and terms by which County may utilize facilities operated as part of the System (if any) that the Authority may own relating to the disposal of Authority Solid Waste if: (a) the Authority is no longer using the facility or has substantially reduced usage of the facility, resulting in a reduction of disposal capacity in Broward County, (b) such capacity is deemed necessary by County to fulfill its obligations under Section 403.706(1), Florida Statutes, and (c) County intends to operate such facility; and

3.3.3.2. A process to effectuate the orderly transfer of services being performed by the Authority and the transfer of assets of the Authority to a successor entity, or to County if County chooses to perform those services, if this Agreement is terminated or expires or if the Authority is dissolved (collectively "Wind Down"), including detailed processes addressing:

3.3.3.2.1. The disposition and/or transfer of reserve funds collected by the Authority associated with the assets being transferred;

3.3.3.2.2. How liabilities of the Authority, including debt obligations associated with assets being transferred, will be satisfied;

3.3.3.2.3. Whether or how County may acquire assets of the Authority that County intends to continue operating on behalf of the residents of Broward County related to Authority Solid Waste; and

3.3.3.2.4. How the costs of a capital expansion for County-owned facilities will be allocated among the Parties (which may include, among other things, County paying the full cost, the Municipal Parties paying the full cost, or some sharing of costs between County and the Municipal Parties).

3.3.4. Notwithstanding anything in this Agreement to the contrary, including, without limitation, Article 16, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) County. The Facilities Amendment must be adopted by the elected bodies of the Parties described in this section for the Formation Conditions to be met.

3.3.5. Condition on Exercise of Powers. Until the Formation Conditions are fully met, the Authority may not exercise any of the powers granted in the following sections of this Agreement:

3.3.5.1. Section 8.1.3 (Establishment of rates, fees, and other charges);

3.3.5.2. Section 8.1.4 (Recyclable Materials and Recovered Materials processing);

3.3.5.3. Section 8.1.5 (Recyclable Materials and Recovered Materials facilities and programs);

3.3.5.4. Section 8.1.7 (Collection and transportation services);

3.3.5.5. Section 8.1.8 (Authority Solid Waste disposal);

3.3.5.6. Section 8.1.12 (Issuance of bonds);

3.3.5.7. Section 11.1 (Commitment of System Waste); or

3.3.5.8. Section 11.2 (Regulatory Flow Control).

ARTICLE 4. DURATION

4.1. Effective Date and Initial Term. This Agreement will be effective on the first business day after it has been executed by: (a) Municipal Parties representing at least seventy-five percent (75%) of the population of Broward County; and (b) County (“Effective Date”). This Agreement begins on the Effective Date and continues for a period that ends forty (40) years after the Effective Date (“Initial Term”). Subject to Articles 3 and 17, no Party may terminate or otherwise withdraw from this Agreement during the Initial Term.

4.2. Extension Terms. This Agreement may be extended for up to two (2) consecutive ten (10) year terms (each an “Extension Term,” and together with the Initial Term, the “Term”) by the approval of the Parties’ elected bodies as set forth below:

4.2.1. No later than five (5) years before the end of the then-current term, the Governing Board must determine, based on the projected funding needs of the Authority, the percentage of Broward Tonnage and number of Municipal Parties necessary to extend this Agreement. Notwithstanding the foregoing, no Extension Term may be exercised unless the elected bodies of Municipal Parties representing at least fifty percent (50%) of the Broward Tonnage and the elected body of County agree to exercise the Extension Term.

4.2.2. Except for the provisions of this Agreement that survive termination of this Agreement or that survive a Party’s withdrawal from this Agreement, only those Parties whose elected bodies approve an Extension Term will be bound to this Agreement during such Extension Term.

4.2.3. If the Parties fail to extend this Agreement pursuant to Section 4.2.1, this Agreement will expire at the end of the then-current Term.

ARTICLE 5. MEMBERSHIP ELIGIBILITY AND OBLIGATIONS

5.1. Eligibility for Membership. County and each municipality located within Broward County are eligible to be Parties to this Agreement and thereby be members of the Authority.

5.2. Subsequent Joinder by Municipalities. After the Effective Date, any eligible municipality that is not already a Party may become a Party by agreeing to this Agreement (as may subsequently be amended), the Master Plan, and any additional terms and conditions established by the Authority, including, without limitation, payment of all amounts as may be required by the Governing Board.

5.3. Dissolution or Merger of Municipal Parties. Any Municipal Party that becomes unincorporated will lose its representative on the Governing Board. The tonnage attributed to any such former Municipal Party will be transferred to County for the purposes of calculating Broward Tonnage in relation to voting. Municipal Parties that merge will retain only a single representative on the Governing Board and the tonnage attributed to the merged Municipal Party will be the combined tonnage of the merging Municipal Parties for the purposes of calculating Broward Tonnage in relation to voting.

5.4. Ongoing Contributions of Parties Prior to Special Assessment. Until the Authority is able to fund its budget through special assessments or other methods, each Party must financially contribute towards the costs of operations of the Authority as stated in this section. Such expenses shall not exceed an aggregate yearly maximum amount of two million dollars (\$2,000,000), calculated on a fiscal year basis (October 1 to September 30). If the Effective Date is on any date other than the start of a fiscal year, the Authority's budget for the first fiscal year shall not exceed a prorated amount of the maximum provided for in this section. The Authority will invoice each Party that Party's yearly funding obligation, on a quarterly or other basis as determined by the Authority, payable in advance.

5.4.1. Consultant Expenses. County will be responsible for payment to the Authority for fifty percent (50%) of the costs of professional/technical consultants retained by the Authority for the development of the Master Plan, with the remaining fifty percent (50%) of such costs paid by the Municipal Parties on a pro rata basis based on population.

5.4.2. Other Authority Expenses. Other than the division of expenses set forth in Section 5.4.1, each Party will jointly fund all other Authority expenses on a pro rata basis based on population.

5.5. System Waste Segregation Programs. After the effective date of the applicable minimum standards in any policy or program established by the Authority, the Parties must not enact or permit to continue any program for segregating new or used materials at the point of generation for reuse or recycling that fails to meet the minimum standards in the policy or program established by the Authority, unless expressly excepted by the Authority.

5.6. Cooperation. Each Party agrees to cooperate in good faith with the Authority and to deliver such further information and to take such other actions as may be reasonably requested by the Authority to carry out the intent and purposes of this Agreement, including, without limitation:

5.6.1. Providing Hauler information, including, without limitation: Hauler name and address; make, body type, and motor vehicle registration number of each vehicle used; area of collection; status as municipal vehicle operator or contract hauler; and data received pursuant to Section 11.4;

5.6.2. Adopting such regulations, executing such agreements, providing such information, and doing such work as may be required by any federal, state, or local agency as part of any application for financial assistance; and

5.6.3. Performing such other acts as may be reasonably required by the Authority in furtherance of its operation of the System.

The Authority must pay all reasonable out-of-pocket costs associated with this Section 5.6.

ARTICLE 6. GOVERNANCE

6.1. The Authority will be overseen and managed by a Governing Board, Executive Committee, and Executive Director (described below), which are hereby established and have the powers and authority as set forth herein.

6.2. Governing Board.

6.2.1. Membership. Each Party must appoint one (1) of its elected officials to serve as a member of the Governing Board, which appointee serves at the pleasure of the appointing Party. The appointment by each Party will be made according to such rules and procedures as may be adopted by the appointing Party. Should a representative on the Governing Board cease to be a duly qualified elected official of the appointing Party or have more than two (2) consecutive absences from meetings of the Governing Board that are not excused (by majority vote of the Governing Board or pursuant to adopted policy), the appointing Party must promptly appoint a replacement member that meets the foregoing requirements.

6.2.2. Meetings. The Governing Board must meet at least twice per fiscal year of the Authority, at such dates and times as determined by the Chair of the Governing Board, to conduct the business of the Authority.

6.2.3. Alternate Members. Each Party must appoint one (1) of its elected officials as an alternate member to serve on the Governing Board in the absence of that Party's primary appointed member. An alternate member may only vote when the primary member of the Governing Board for that Party is absent from the meeting. Alternate members may attend and participate during discussion in all Governing Board meetings.

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward

Tonnage. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

6.3. Executive Committee.

6.3.1. Membership. An Executive Committee is to be established, composed of eleven (11) members of the Governing Board as follows:

6.3.1.1. The County's Governing Board Member.

6.3.1.2. Ten (10) Governing Board members from Municipal Parties, who will be selected as follows:

6.3.1.2.1. Large Municipalities. Five (5) members representing the largest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.2. Medium Municipalities. Three (3) members representing the middle third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.3. Small Municipalities. Two (2) members representing the smallest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.4. If the number of Municipal Parties is not evenly divisible by three (3), then: (a) if there is a single additional Municipal Party, it will be placed in the Small Municipalities group, or (b) if there are two (2) additional Municipal Parties, the larger one (1) will be placed in the Medium Municipalities group and the other one (1) will be placed in the Small Municipalities group.

6.3.1.3. Population figures to assign Municipal Parties into each of the categories for purposes of selecting members of the Executive Committee will be based on the most recent Bureau of Economic and Business Research – University of Florida report, with such assignments adjusted on January 1, 2030, and every ten (10) years thereafter, and at the conclusion of each two (2) year term if any municipality joined this Agreement during the interim.

6.3.1.4. Terms of Service on Executive Committee. Executive Committee members serve a two (2) year term. Should a member of the Executive Committee cease to be a member of the Governing Board, a successor must be selected using

the same procedures as provided in Section 6.3.1, which successor will serve for the remaining term of the original appointment.

6.3.1.5. Members of the Executive Committee representing groups of Municipal Parties may be removed at any time by majority vote of the applicable portion of the Governing Board (e.g., Large Municipalities, Medium Municipalities, or Small Municipalities, as applicable) that selected them.

6.3.1.6. Any decision of the Executive Committee may be overturned by an affirmative vote of: (a) at least two-thirds (2/3) of the members of the Governing Board representing Municipal Parties; and (b) the County's representative on the Governing Board. If the initial vote of the Governing Board in favor of overturning an Executive Committee decision consists of Governing Board members representing at least ninety (90%) of the population of the Municipal Parties present at the time of the vote, but did not include the County's representative in favor of overturning such decision, then a second vote will be taken; if the second vote is a unanimous vote of the Municipal Parties' representatives to the Governing Board present that voted in the initial vote, the Executive Committee decision will be overturned regardless of the County representative's vote. Notwithstanding the foregoing, the Governing Board may not overturn any decision of the Executive Committee concerning the appointment, removal, or compensation of the Executive Director.

6.3.2. Alternate Members.

6.3.2.1. There must be one (1) alternate member from each of the three (3) municipal categories, selected in the same manner as the primary members. There must be one (1) alternate member from County, who shall be the County's alternate member of the Governing Board.

6.3.2.2. Alternate members may only vote when a primary member of the Executive Committee in the applicable category is absent from the meeting. Alternate members may attend and participate during discussion in all meetings.

6.3.2.3. Alternate members will count towards quorum only when they are serving as voting members.

6.3.3. Meetings. The Executive Committee will meet regularly at such dates and times as may be necessary to conduct the business of the Authority. Meetings may be scheduled by the Executive Committee and pursuant to such rules of procedure as may be adopted by the Executive Committee; such rules will include a process for the Executive Director to request a meeting. Minutes of each meeting of the Executive Committee shall be distributed to all Governing Board members upon approval of such minutes by the Executive Committee.

6.3.4. Approvals. Except as specifically provided in this Agreement, approval of an action or recommendation will require a quorum and a majority vote of its members present at a meeting and eligible to vote.

6.4. Technical Advisory Committee. A Technical Advisory Committee (“TAC”) is established and will be composed of representatives from each Party. The role of the TAC, and any TAC subcommittee established by the TAC, is to provide technical advice, guidance, recommendations, and counsel to the Governing Board, Executive Committee, and/or Executive Director on technical matters relevant to the System, including environmental issues and educational programs, and to provide a forum for the exchange of ideas among Party representatives, the public, and the private sector. The Executive Committee shall determine appropriate staffing for the TAC.

6.4.1. Membership. Each Party may appoint a representative with technical or professional knowledge and/or experience in the solid waste industry, environmental sciences, sustainability, or another related profession, to the TAC from that Party’s solid waste, environmental management, public works, utilities, or similar department or organizational division. In addition to the regular TAC representative, each Party may also designate a similarly qualified alternate representative. Alternate representatives may attend and participate in the TAC meetings or TAC subcommittee meetings but may only be counted toward a quorum or vote in the absence of the appointed representative for which they serve as alternate. TAC representatives and alternates will serve at the pleasure of their appointing Party.

6.4.2. Meetings. Regular meetings of the TAC will be held in accordance with a schedule approved by the TAC, or as directed by the Governing Board, Executive Committee, or Executive Director.

6.4.3. Approvals. Except as specifically provided in this Agreement, action by the TAC will require a quorum and approval by a majority of the representatives present at the meeting and eligible to vote.

6.5. Meeting Procedure. The following procedures apply to the Governing Board, the Executive Committee, and the TAC:

6.5.1. Quorum. A quorum will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

6.5.2. Chair and Vice-Chair. On an annual basis, the membership of each body must select from among its members a Chair and a Vice-Chair; the Vice-Chair will serve as the Chair when the Chair is not present.

6.5.3. Rules of Procedure. Each body may adopt rules of procedure to conduct its business. In the absence of any specifically adopted rules, the body will use Robert’s Rules of Order; provided, however, if there is a conflict between this Agreement and Robert’s Rules of Order, this Agreement governs.

6.5.4. Meetings Open to the Public. Meetings of the Governing Board, Executive Committee, and TAC shall be open to the public in accordance with Florida’s Government-in-the-Sunshine Law, Section 286.011, Florida Statutes, excluding meetings that are statutorily exempt pursuant to applicable law.

6.6. Ethics and Required Abstentions.

6.6.1. Ethics Compliance. In their roles with the Authority, each member of the Governing Board and the Executive Committee will be treated as “Covered Individuals” within the meaning of Section 1-19 of the Broward County Code of Ordinances and must comply with all state and County laws and requirements pertaining to conflicts of interest, ethics, and lobbying. For purposes of the prohibition on lobbying under Section 1-19(c)(2) of the Broward County Code of Ordinances, the Executive Director and TAC will also be treated as “Covered Individuals.” The Governing Board may adopt additional requirements for itself, the Executive Director, the Executive Committee, the TAC, and any employees of the Authority.

6.6.2. No member of the Governing Board or Executive Committee will participate in discussion or vote on any item that relates to an agreement or contract in which the member’s respective appointing body (i.e., Municipal Party or County) is a party. This provision is limited only to agreements or contracts with four (4) or fewer Parties, applies only to meetings of the Governing Board or Executive Committee, and does not prohibit the recused member from voting on the agreement or contract when such agreement or contract comes before their Party’s elected body.

6.7. Executive Director.

6.7.1. The role of Executive Director is hereby established with such specific duties and responsibilities as described in Section 8.4.

6.7.2. The Executive Director must be an employee of the Authority and while serving as Executive Director, must not be: (a) employed by any Party; (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party.

6.7.3. The Executive Committee may appoint or remove the Executive Director by majority vote.

6.8. Major Decisions. Notwithstanding anything to the contrary in this Agreement, the Authority may not take any of the following actions without the approval of at least: (a) two-

thirds (2/3) of the representatives of the Governing Board voting; and (b) representatives of the Governing Board voting that account for two-thirds (2/3) of the Broward Tonnage:

6.8.1. The sale, distribution, or transfer of any real property interest with a value of more than two million dollars (\$2,000,000);

6.8.2. The issuance of bonds or the approval of a bank loan with a value of more than two million dollars (\$2,000,000);

6.8.3. The recommendation to remove the Executive Director, subject to Executive Committee approval;

6.8.4. Approval of any and all special assessments;

6.8.5. The initiation or settlement of any legal action with an estimated value of more than two million dollars (\$2,000,000); or

6.8.6. Assignment by the Authority of any of its rights or obligations under this Agreement.

6.9. Distribution of Authority Cash or Property; Surplus Authority Funds. Except as otherwise provided in this section, and notwithstanding any other section of this Agreement, the Authority is prohibited from distributing any cash or property to any Party or Parties except upon Wind Down or to reimburse the Parties for contributions made to the Authority pursuant to Section 5.4., and then, only if: (a) upon Wind Down, the Auditor (defined below) issues a written opinion that such distribution will not impact any closure, perpetual maintenance, or other obligations that may exist after expiration or earlier termination of this Agreement; and (b) such distribution is fair and equitable between the Parties. In all other circumstances, if the Authority has surplus funds or property not needed for ongoing operations of the System or for future closure, maintenance, and reserve obligations, it may only be utilized for System-related purposes, including but not limited to reserving for future System improvements or obligations, maintenance, repairs, or expansion; to provide credits against or reductions to future assessments, tipping fees, or other user fees; or to enhance recycling and materials reuse programs or education. The prohibitions in this section do not apply to contracts for fair or adequate consideration between the Authority and one or more Parties or have any impact with regard to the property known as Alpha 250.

ARTICLE 7. OBLIGATIONS OF THE AUTHORITY AND MASTER PLAN

7.1. Master Plan. The Authority must adopt a Master Plan that describes, among other things, the operations of the Authority in sufficient detail to fund and implement the System and any related facilities or programs and to allow the Authority to plan for financing, investments, and improvements related to the System.

7.1.1. Contents. A Master Plan must provide for, at a minimum, the following:

7.1.1.1. Revenues necessary to operate the Authority, including the amount of, and methodology to calculate, reserve funds needed to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to the System and its components;

7.1.1.2. Storage, separation, processing, recycling, recovery, reuse, and identification of the number of diversion sites and disposal sites for System Waste needed for System operations, as may be appropriate;

7.1.1.3. Diversion plans for: (a) any Hazardous Materials that have impermissibly entered the System; and (b) any System Waste for which diversion is appropriate under applicable law;

7.1.1.4. Strategies, services, and programs to address Authority Solid Waste reduction as well as Recyclable Materials and Recovered Materials processing, and appropriate public education regarding same;

7.1.1.5. Alternative and contingency facilities, consistent with this Agreement;

7.1.1.6. Whether certain disposal methods will be prohibited at Authority-owned facilities for the purposes of protecting underground sources of drinking water;

7.1.1.7. Additional goals identified by the Governing Board not inconsistent with applicable law, this Agreement, or with County's exercise of its statutorily granted powers and obligations; and

7.1.1.8. Strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of this Agreement.

7.1.2. Procedure to Adopt and Amend Master Plan.

7.1.2.1. Adoption of Master Plan and Significant Amendments. A Master Plan will not be effective unless approved by: (a) members of the Governing Board representing Municipal Parties that comprise at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County's representative to the Governing Board. All proposed amendments to the Master Plan that concern any of the following (collectively, "Significant Amendments") will be subject to the same requirements for approval (set forth in the preceding sentence) as a Master Plan to be effective:

7.1.2.1.1. Addition or removal of any category of waste or material (e.g., yard waste, bulk trash, white goods, etc.) from the Authority's jurisdiction or operations;

7.1.2.1.2. Closure of any “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022), owned or operated by the Authority;

7.1.2.1.3. County’s obligations under Section 403.706(1), Florida Statutes.

7.1.2.2. Adoption of Other Amendments to Master Plan. Amendments to the Master Plan that are not Significant Amendments must be adopted by the Governing Board subject to the provisions of Section 6.2.3. If at least one third (1/3) of the Governing Board members present agree that a proposed amendment to the Master Plan constitutes a Significant Amendment, it shall be treated as a Significant Amendment and may only be adopted subject to the provisions of Section 7.1.2.1.

7.1.3. Notwithstanding anything in this Agreement to the contrary, no proposed amendment to the Master Plan that directly or indirectly (a) creates any additional liability or obligation of any Party, (b) disproportionately removes a right of any Party, or (c) has a disproportionate adverse effect on any Party, will be effective without the affirmative vote of the impacted Party’s (or Parties’) representative(s) on the Governing Board. In the event of a conflict between the Master Plan and this Agreement, this Agreement will prevail.

7.2. Obligation to Perform. The Authority must implement the various material strategies, services, programs, and goals described in the adopted Master Plan, as may be amended.

7.3. Obligation to Direct the Flow of System Waste. The Authority is obligated to accept all System Waste committed by the Parties, pursuant to Section 11.1, and must cause such System Waste to be directed from the designated System receiving facilities and delivered to appropriate sites for processing or disposal in compliance with the Master Plan and applicable law.

7.4. Obligation to Maintain Reserves. The Authority must ensure adequate reserve funds are collected and maintained to cover applicable costs for closure, long-term care, perpetual maintenance, and potential environmental and other remediation related to the System. The amount of reserve funds and methodology to calculate same must be included in the Master Plan.

ARTICLE 8. POWERS OF THE AUTHORITY

8.1. The Authority has the following general powers, which are granted to the Governing Board unless otherwise expressly provided for in this Agreement:

8.1.1. Develop, adopt, and implement a Master Plan consistent with the powers of the Authority and consistent with the terms and conditions stated in this Agreement.

8.1.2. Develop an annual revenue and expense budget for each fiscal year sufficient for the operation of the Authority.

8.1.3. Establish such rates, fees, and other charges and revenue sources allowed by law, including, without limitation, special assessments and tipping fees, to sufficiently fund and operate the System, which rates, fees, and other charges must be applied uniformly to each Party and will be set at no higher an amount than is reasonably required to accomplish the authorized purposes of the Authority (including all appropriate reserves). Notwithstanding the foregoing, the Authority may establish different rates, fees, or other charges for Parties that join the Authority after the Effective Date and may provide reasonable credits against any such rates, fees, or other charges for Parties that have made extraordinary contributions of funds, real property, other assets, services, or in-kind contributions to the Authority.

8.1.4. Provide for the processing of Recyclable Materials and Recovered Materials generated in each Party's jurisdiction.

8.1.5. Develop, implement, operate, and manage facilities and programs concerning the processing of Recyclable Materials and Recovered Materials and make same available to each Party on uniform terms. Nothing herein will prevent any Party from developing, implementing, operating, or managing programs concerning the processing of Recyclable Materials or Recovered Materials that do not conflict with the minimum standards set by the Authority. Notwithstanding the foregoing, the Authority may establish different terms for Parties that join the Authority after the Effective Date.

8.1.6. Set minimum standards for System Waste segregation or source separation programs at the point of generation or collection.

8.1.7. Operate services for the collection and transportation of System Waste or other types of waste identified in the Master Plan for collection or transport and, if the Authority chooses to operate such services, make said optional services available to each Party.

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County.

- 8.1.9. Conduct studies and research on strategies to improve the management of System Waste.
 - 8.1.10. Provide monitoring of projects, programs, and facilities that directly or indirectly affect the System.
 - 8.1.11. Provide education, outreach, and public information programs to increase the percentage of Recyclable Materials and Recovered Materials that are successfully recycled, to promote the reduction and reuse of Authority Solid Waste in the Parties' jurisdictions, and to increase public understanding of, and engagement with, the Authority's work.
 - 8.1.12. Issue bonds or other instruments related to short- or long-term borrowing, and letters of credit or debt that materially relates to the System.
 - 8.1.13. Sue and be sued, implead, and be impleaded in all courts.
 - 8.1.14. Consistent with the powers described in this Article 8, the requirements of Chapter 403, Florida Statutes, and other applicable law, the Authority will have the power to contract with governmental agencies, individuals, public or private corporations, municipalities, and any other person or entity.
 - 8.1.15. In order to fulfill the purpose and intent of this Agreement, and except as expressly limited by this Agreement, exercise all other necessary and appropriate powers of an independent entity created pursuant to Chapter 163, Florida Statutes, including without limitation, to acquire, at its discretion, personal or real property or any interest therein by gifts, lease, or purchase.
- 8.2. The Governing Board has power and authority to take the following actions:
- 8.2.1. Approval of annual budgets as described in Article 9.
 - 8.2.2. Approval and levy of special assessments as described in Article 9.
 - 8.2.3. Approval of revenue bonds.
 - 8.2.4. Establish the aggregate maximum debt authority of the Executive Committee.
 - 8.2.5. Purchase, sell, or lease any assets of the Authority, in any amount, subject to applicable law.
 - 8.2.6. Enter into agreements for services in any amount, subject to applicable law.
 - 8.2.7. Approval of the Master Plan, the Facilities Amendment, and other amendments, as described in Article 7 and subject to the terms and conditions stated in this Agreement.

8.2.8. Appointment of legal counsel to act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee. The Authority counsel will have such duties as authorized by the Governing Board and serve at the pleasure of same.

8.2.9. Approval of the annual tipping fee(s), consistent with the terms and conditions of this Agreement.

8.2.10. Approval of any fictitious name or marketing name for the Authority.

8.2.11. Approval of any Governing Board rules of procedure.

8.2.12. Approval of bylaws for the Authority, including, without limitation, the extent of the powers and authority of the Executive Committee or Executive Director to: (a) approve and execute contracts for goods, services, and real property; (b) pursue, defend, and settle legal claims or litigation; (c) enter into revolving and other debt agreements; and (d) exercise other powers of the Governing Board.

8.3. Unless provided otherwise in this Agreement, the Executive Committee has the following powers:

8.3.1. Overseeing the operation and management of the Authority.

8.3.2. Establishing surety bond requirements for the Authority's officers and employees in such amounts as it deems necessary. The premiums for the bonds will be paid by the Authority in the same manner as any other operating expense.

8.3.3. Approval of operational policies for the Authority.

8.3.4. Approval of any annual plan of operations for the Authority.

8.3.5. Develop and recommend to the Governing Board tipping fees, rates, and other charges and revenue sources to sufficiently fund the System and the operation of the Authority.

8.3.6. Develop and recommend to the Governing Board an annual budget, including hosting public workshops and other forums for public input for the annual budget.

8.3.7. Develop and recommend bylaws for the Authority to the Governing Board.

8.3.8. Enforce Flow Control Ordinances (defined below) and the flow control provisions of Hauler contracts for System Waste, as the agent for the Municipal Parties and/or for County, if provided for in such ordinances and to the extent such action is necessary to comply with the Authority's obligations under this Agreement and the service agreements.

8.3.9. Initiate the process for the issuance of revenue bonds; provided that no such revenue bonds will be issued unless approved by the Governing Board and consistent with the terms of this Agreement.

8.3.10. For special assessments, retain any consultants necessary to conduct rate and methodology studies.

8.3.11. Appointment of the Executive Director and all personnel-related decisions regarding the Executive Director, including annual reviews, compensation, and, as necessary, removal.

8.4. The Executive Director serves as the chief executive officer of the Authority, responsible for the operation of the Authority in accordance with the policies and decisions of the Governing Board and the Executive Committee, and, among such other duties as authorized by those policies and decisions, has the following specific duties and responsibilities:

8.4.1. Hire and manage a chief sustainability officer for the Authority or other such employee with similar responsibilities regardless of title.

8.4.2. Hire and manage other such employees as authorized by the Governing Board through its approval of the annual budget as being necessary for the operation of the Authority.

8.4.3. Oversee all personnel issues with employees of the Authority, including setting salaries and benefits, annual reviews, discipline, and termination.

8.4.4. Serve as registered agent for all service of process on the Authority and execute documents on the Authority's behalf as authorized by the Governing Board.

8.4.5. Provide recommendations, assistance, and support as necessary for the Governing Board's adoption of a Master Plan.

8.4.6. Provide recommendations, assistance, and support as necessary for the Executive Committee's approvals of operational policies for the Authority and the annual plan of operations for the Authority.

ARTICLE 9. REVENUE, BORROWING, AND BUDGET

9.1. Special Assessments. In accordance with the provisions of Florida law, including Chapters 163 and 197, Florida Statutes, the Parties agree and stipulate that all improved properties in the geographical areas governed by any of the Parties (for County, the unincorporated area) receive a direct, substantial benefit by the provision of System Waste disposal and processing services by the Authority. Therefore, the Authority has the power to impose, levy, and collect (directly or indirectly) special assessments as a means of: financing the construction and/or acquisition of additions, extensions, and improvements to the System and/or the payment of the principal of and interest on bonds issued pursuant to this Agreement; paying the costs of operating,

maintaining, and repairing the System; and providing funds for all other payments that are required to be made by the Authority in connection with the purposes of this Agreement.

9.2. Subject to Section 6.8, the Governing Board will have the power to set rates for and approve the levy, collection, and enforcement of special assessments by resolution, as provided by and consistent with Florida law and this Agreement. Prior to any vote of the Governing Board to levy a special assessment, the Authority will conduct, or hire a consultant to conduct, an assessment study. If such a study was performed on behalf of County and/or Municipal Parties prior to the creation of the Authority, the Governing Board may, in lieu of having a new study performed, adopt the findings of such earlier study if the Governing Board determines that such findings remain valid and reliable despite the passage of time.

9.3. Revenue Bonds and Other Instruments. The Governing Board will determine the need for the issuance of any bonds or other instruments related to short- or long-term borrowing, and the need for letters of credit that it deems necessary or convenient for the operation of the Authority.

9.4. The Governing Board must establish, and may amend, a maximum amount of aggregate debt that may be approved by the Executive Committee. The Executive Committee may approve the issuance of any debt in the aggregate up to that maximum amount. Any debt that exceeds that maximum amount will not be issued unless approved by the Governing Board.

9.5. Annual Budget. The Authority, through the Governing Board, must adopt an annual budget for each fiscal year, consistent with the requirements of Florida law as well as any procedural requirements established by local authorities such as the Broward County Property Appraiser and Broward County Tax Collector.

ARTICLE 10. AUDITING

10.1. The Executive Committee must appoint an external auditor to serve as auditor to the Authority ("Auditor"). The Auditor will, among other things, complete an annual audit of the Authority's receipts and expenditures. The Auditor will report directly to the Governing Board.

10.2. The Executive Committee will appoint five (5) of its members to serve on a Standing Audit Committee. The Standing Audit Committee will be responsible for the selection process for engaging and recommending an Auditor to the Executive Committee for appointment.

ARTICLE 11. COMMITMENT OF SYSTEM WASTE

11.1. Commitment of System Waste. The Parties must cause all System Waste that is: (a) identified by the Master Plan as acceptable for delivery into the System, and (b) generated in the Parties' respective boundaries (for County, within the unincorporated area), to be collected, transported, delivered, and deposited at the designated receiving facilities of the System pursuant to the Master Plan or annual plan of operations, except for System Waste that is transported outside the State of Florida. Except with the prior express written consent of the

Authority, no Party will deliver (directly or by contract) into the System any waste, debris, substance, constituent, object, or material that does not qualify as System Waste.

11.2. Regulatory Flow Control. No later than the effective date of the Facilities Amendment, each Party agrees to enact a flow control ordinance pursuant to Section 403.713, Florida Statutes, in a form provided by the Authority, directing that all System Waste generated within its respective geographic boundaries (for County, within the unincorporated area) be delivered to the System, as designated in the Master Plan, except for such waste that is to be transported outside the State of Florida (“Flow Control Ordinance”). Each Party shall maintain their respective Flow Control Ordinances in effect throughout its participation as a Party. Nothing in this section requires a Party to enact a Flow Control Ordinance that operates to terminate or breach any existing contractual agreement the Party has in place prior to becoming a Party (“Conflicting Agreements”); however, each Party must provide copies of all such Conflicting Agreements to the Authority at the time it becomes a Party and shall not renew or extend any such Conflicting Agreement. For those Parties with existing Conflicting Agreements in place on the Effective Date, the adoption of a Flow Control Ordinance under this section must specify that it becomes effective upon the expiration or earlier termination of such existing Conflicting Agreements. Notwithstanding anything else contained herein, this Agreement does not require any Party to violate the prohibitions in Sections 403.7046(2) or 403.713(2), Florida Statutes, concerning the sale and management of Recovered Materials.

11.3. Each Party agrees to include in any Hauler contracts or contract amendments executed after the Effective Date, a provision that all System Waste must be delivered to the System, except for any waste generated within that Party’s then-current geographic boundaries that is shown to be destined for recycling or disposal outside the State of Florida, and each Party must strictly enforce such contract obligation. In each such contract and all contract amendments, the Authority must be expressly identified as a third-party beneficiary for the sole purpose of enforcing such provisions, if enforcement is necessary, to ensure the delivery of System Waste to the System. Prior to initiating any such enforcement action, the Authority must communicate and coordinate with the relevant Party.

11.4. System Waste Reporting Ordinance. Each Party agrees to enact and maintain in effect a System Waste reporting ordinance, in a form provided by the Authority, directing that each Hauler report on a monthly basis all of the following information to their contracting Party or Parties, with a copy to the Authority:

11.4.1. The amount of each category of System Waste collected in each Party’s jurisdiction in cubic yards or tons.

11.4.2. Where each category of System Waste collected by the Hauler has been transported. Identification will be by the name and address of the receiving facility.

11.4.3. The quantity (either by volume, weight, or number and size of all trucks or containers) of System Waste that is not processable by a waste-to-energy plant or other

System facility that has been collected by the Hauler and that is to be transported outside the State of Florida.

11.4.4. Where the System Waste that is not processable by a waste-to-energy plant or other System facility has been transported outside of the State of Florida. Identification will be by the name and address of the receiving facility.

The System Waste reporting ordinance provided in this section must be adopted by each Party no later than the date determined by the Executive Committee, which shall be no earlier than the date of adoption of the Master Plan.

11.5. With the prior consent of the Authority, any Party may appoint the Authority as its agent for the enforcement of obligations in any agreement, license, permit, franchise, or other arrangement related to the obligations of this article.

11.6. Each Party agrees to include the obligation to comply with the requirements of the ordinances required by Sections 11.2 and 11.4, respectively, in all applicable agreements, licenses, permits, franchises, or other arrangements with Haulers entered into on or after the Effective Date.

11.7. Title to and Interest in System Waste. The Parties relinquish to the Authority any and all title to and interest in System Waste collected within their respective boundaries, effective upon delivery of that System Waste to the System. To the maximum extent provided under applicable law, and except as otherwise provided herein, upon delivery of their System Waste to the Authority, the Parties also relinquish to the Authority all liability for the proper management and disposal of such System Waste.

11.8. Commitment Limited by Existing Agreements. Notwithstanding anything to the contrary in this Agreement, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with any current agreement concerning System Waste, including, without limitation: the June 2012 agreement between County and Wheelabrator Environmental Systems Inc. (now WIN-Waste Innovations, Inc.) for solid waste disposal services and the May 2015 Global Amendment thereto; the September 2012 interlocal agreement for solid waste disposal support services, as amended; the April 2015 Settlement Agreement between Waste Management Inc. of Florida and the City of Coconut Creek; any debris clearing or temporary debris management site contract that predates the Effective Date; or any Hauler contract that predates the Effective Date. In addition, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with the Interlocal Agreement between Broward County and various municipalities for Optional County Services for Keep Broward Beautiful, Household Hazardous Waste and Electronics, and Bulk Trash and Yard Waste Drop-Off Programs, or any successor agreement concerning Household Hazardous Waste.

ARTICLE 12. DEBT OBLIGATIONS

Except as expressly provided in this Agreement or applicable law, any debt obligations incurred by the Authority will be the sole obligation of the Authority and will not be an indebtedness of any Party or Parties within the meaning of any constitutional, statutory, charter, ordinance provision, or other limitation of such Party. No Party is obligated to pay or cause to be paid any amounts due under this Agreement except as expressly provided or incorporated herein, and no Party pledges its full the faith and credit for the payment of any such amounts.

ARTICLE 13. RELATIONSHIPS OF THE PARTIES

Except as set forth herein, nothing in this Agreement imposes upon any Party any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other Party, and nothing in this Agreement will be deemed to make any Party a partner, agent, or local representative of any other Party or to otherwise create any type of fiduciary responsibility or relationship of any kind whatsoever among the Parties, except as expressly stated herein. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several among the Parties.

ARTICLE 14. INDEMNIFICATION

14.1. Indemnification Obligations. The Authority will, at its sole cost and expense, indemnify, hold harmless, and defend (“Indemnification Obligations”) each Party and each Party’s current, past, and future officers, agents, and employees (each, an “Indemnified Party”), to the maximum extent permitted by law, from and against any and all causes of action, demands, claims, counterclaims, third-party claims, administrative actions, damages of any kind (including, without limitation, personal injury or bodily harm), destruction, losses, liabilities, costs (including, without limitation, costs of investigations, assessments, clean up, fines, violations, punitive damages, regulatory reopeners, and/or remediation), and expenditures of any kind, including, without limitation, attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, for the matters described in this section and/or in Sections 14.2 and 14.3 below (each a “Claim”). Notwithstanding the Indemnification Obligations in this article, nothing herein shall act as a waiver by a Party or the Authority of any limitation on liability, including but not limited to sovereign immunity and limitations on tort liability as provided in Section 768.28, Florida Statutes.

14.2. System-Related Claims. The Authority must fulfill its Indemnification Obligations to each Indemnified Party, regardless of whether the Indemnified Party allegedly or actually caused, directly or indirectly, in whole or in part, any Claim(s) arising from, relating to, or in connection with, any or all of the following:

- (a) any alleged, threatened, or actual presence or release of any Hazardous Materials in, on, above, or under any site that is or was part of the System at a time when such Hazardous Materials were threatened to be released or actually present or released;
- (b) any actual, proposed, or threatened use, treatment, storage, holding, existence, disposition, discharge, or other release, generation, production, manufacturing,

processing, refining, control, management, containment, abatement, removal, handling, or transfer of any Hazardous Materials located in, under, on, or above any site that is or was in the System, or transportation of any Hazardous Materials to or from the System (collectively, "Covered Activity");

(c) any actual or proposed assessment, clean up, and/or remediation of any Hazardous Materials at any time located in, under, on, or above any site that is or was in the System, whether or not such assessment, clean up, and/or remediation is voluntary or pursuant to court or administrative order, including any resulting or required clean up, control, management, containment, abatement, removal, remedial, or corrective action;

(d) the imposition, recording, or filing or the threatened imposition, recording, or filing of any environmental lien encumbering any site that is or previously was part of the System at any time during the Term;

(e) any past, present, or threatened injury to, destruction of, or loss of natural resources relating to the construction, use, operation, or maintenance of the System or within the System, including claims for damages, contribution, costs to investigate and assess such injury, destruction, or loss; or

(f) any actual or threatened failure to comply with any debt obligation incurred by the Authority.

14.3. Claims for Acts or Omissions of Authority Actors. The Authority must fulfill its Indemnification Obligations to each Indemnified Party for Claims that are caused or alleged to be caused, in whole or in part, by any act or omission of the Authority, its officers, employees, agents, or contractors acting on behalf of the Authority (collectively, "Authority Actors") for any Claims, including, without limitation, those arising from, relating to, or in connection with one or more of the following by one or more Authority Actors:

(a) any actual or threatened breach of any obligation contained within or undertaken as a result of this Agreement;

(b) any failure to comply with any provision or material obligation contained within or undertaken as a result of the Master Plan;

(c) any intentional, reckless, or negligent act or omission;

(d) arranging for storage, handling, treatment, disposal, or transport of Hazardous Materials to, from, or at any facility or incineration vessel containing such or similar Hazardous Materials; or

(e) any past, present, or threatened noncompliance with or violation of: (i) any environmental laws, including, without limitation, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapters 376 and 403, Chapters 62-701 through 62-787 of the Florida Administrative Code, the Clean Water Act, 33 U.S.C. § 1321, et seq.,

RCRA, 42 U.S.C. § 6901, et seq., CERCLA, 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 799, 49 C.F.R. § 172.101; (ii) any ordinance, regulation, standard, condition, requirement, permit, license, or authorization; or (iii) any order of any governmental authority.

14.4. Defense of Claims. The Authority must, upon written notice of a Claim from an Indemnified Party, defend that Indemnified Party with counsel selected by the Authority and approved by the Indemnified Party, which approval will not be unreasonably withheld.

14.5. Right to Withhold. If considered necessary by an Indemnified Party, any amounts due the Authority from that Indemnified Party under Section 5.4, whether as provided for in this Agreement or any subsequently adopted Master Plan, may be retained by the Indemnified Party until all Claims against the Indemnified Party subject to the Indemnification Obligations have been settled or otherwise resolved by the Authority. Any withheld amounts shall not be subject to payment of interest.

14.6. Exclusions. Notwithstanding anything in this article to the contrary, nothing in this Agreement will be construed to require the Authority (or any successor thereto) to fulfill the Indemnification Obligations if prohibited by applicable law (including, without limitation, the restrictions stated in Section 768.28(19), Florida Statutes), or in connection with a Claim in which an Indemnified Party seeks to be relieved of its statutory liabilities, with exceptions for joint and several liabilities, caused by that Indemnified Party's intentional delivery (whether directly or indirectly, including by contract) of previously known Hazardous Materials into the System without the prior express written consent of the Authority. Nothing in this article limits the defenses available to the Authority (including under Section 768.28, Florida Statutes) in the defense of an Indemnified Party pursuant to the Indemnification Obligations.

14.7. Survival of Indemnification Obligations. The Authority's Indemnification Obligations survive the expiration or earlier termination of this Agreement.

ARTICLE 15. DEFAULT

If any Party or the Authority fails to perform or observe any of the material terms and conditions of this Agreement and fails to cure such failure within sixty (60) days after receipt of written notice of such default from another Party or from the Authority (or, if such failure cannot be reasonably be cured within sixty (60) days, the Party fails to promptly initiate and diligently pursue cure to completion), then in addition to any other claim at law or in equity, the Party giving the notice of default shall be entitled, but is not required, to seek specific performance of this Agreement. The Parties acknowledge that money damages may be an inadequate remedy for the failure to perform and that the Party giving notice is entitled to obtain an order requiring specific performance, injunction, or other equitable relief. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver

is in writing and signed by the waiving Party, with such waiver limited to the terms specifically contained therein.

ARTICLE 16. AMENDMENTS TO THIS AGREEMENT

16.1. Except as expressly authorized in Sections 3.3, 8.1.8, and this article, this Agreement may only be amended as follows:

16.1.1. The Executive Committee is responsible for recommending proposed amendments to this Agreement to the Governing Board.

16.1.2. Upon approval of a proposed amendment to this Agreement by the Governing Board, the Executive Director shall provide notice of the proposed amendment to all Parties of the Authority by forwarding a copy to each Party for consideration by that Party's elected body.

16.1.3. Any amendment that substantively modifies any of the following provisions, or that concerns any of the following subjects, will not be effective unless approved by every Party's elected body:

16.1.3.1. Article 3 (Formation);

16.1.3.2. Article 4 (Duration);

16.1.3.3. Section 6.2.1 (Governing Board Membership);

16.1.3.4. Section 6.3.1 (Executive Committee Membership);

16.1.3.5. Section 6.8 (Major Decisions);

16.1.3.6. Section 8.1 (Powers of the Authority), except for Section 8.1.8;

16.1.3.7. Article 12 (Debt Obligations);

16.1.3.8. Article 14 (Indemnification);

16.1.3.9. Article 17 (Dispute Resolution Process; Authority Liability; Choice of Law, Venue, Jury Trial Waiver);

16.1.3.10. Wind Down (as defined in Section 3.3.3.2); or

16.1.3.11. Disposition of assets owned by the Authority.

16.1.4. Except as otherwise provided in this Agreement, all amendments are effective if approved by the elected bodies of Parties representing at least two-thirds (2/3) of the total population of the Parties plus a majority of the Parties; however, if a Party does not give notice of its elected body's rejection of the proposed amendment within ninety (90)

days after that Party received notice of the amendment, that Party will be deemed to have approved the amendment.

16.1.5. Notwithstanding Section 16.1.4, no amendment that directly or indirectly: (a) creates any additional liability or obligation of any one Party (but not all Parties), (b) disproportionately removes a right of only one Party, or (c) has a disproportionate adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

16.1.6. This Agreement may not be amended to provide greater powers to the Governing Board, the Executive Committee, or the Executive Director than have been granted to the Authority.

16.2. Unless the amendment states otherwise, the amendment will take effect upon certification by the Governing Board that the necessary approvals of the Parties have been obtained.

ARTICLE 17. DISPUTE RESOLUTION PROCESS; AUTHORITY LIABILITY; CHOICE OF LAW, VENUE, JURY TRIAL WAIVER

17.1. Informal Dispute Resolution. The following procedure will apply to resolve a dispute between the Authority and any number of Parties, or between Parties, relating to matters arising out of this Agreement ("Dispute"): (i) the Authority or the Party will issue written notice of the Dispute to the Party or the Authority, as applicable, and any other applicable Parties; and (ii) the parties to the Dispute will use reasonable efforts to resolve the Dispute within sixty (60) days after the written notice, including through informal settlement meetings, discussions, mediation, or other process as may be agreed among them. The parties to the Dispute may jointly agree to extend the day deadline for informal dispute resolution.

17.2. Formal Dispute Resolution. If the Dispute is not fully resolved through the informal dispute resolution process described in Section 17.1, the parties to the Dispute will follow the conflict resolution procedures for governmental disputes as provided in Chapter 164, Florida Statutes.

17.3. Failure to Resolve through Formal Dispute Resolution. If the processes required by Sections 17.1 and 17.2 fail to resolve the Dispute, the Authority and/or applicable Parties may litigate such Dispute.

17.4. Court-Ordered Dissolution of Authority; Termination of Agreement. In addition to any remedy at law or equity that a Party may have against the Authority, if a court of competent jurisdiction enters a final judgment that (a) the Authority is incapable of performing the services for which it was created, or (b) the actions or inactions of the Authority have prevented County from performing its obligations under Section 403.706, Florida Statutes, such court may order monetary damages (against the Authority but not against any members of the Authority) or

equitable relief including, without limitation, the termination of this Agreement and the dissolution of the Authority.

17.5. Authority Liability for Capital Expansion of County Solid Waste Disposal Facilities. In addition to any other damages or remedies at law or in equity, if the Authority fails to perform its obligations under Sections 7.2 or 7.3 and, as a result, County undertakes an expansion of its solid waste disposal facilities to ensure it can satisfy its statutory obligations under Section 403.706, Florida Statutes, to provide disposal capacity for Authority Solid Waste generated in each Party's jurisdiction, the Authority shall be liable and responsible for payment to County of costs incurred by County for such capital expansion through the end of the of the remaining projected useful life of the disposal facility or facilities. Neither a reduction in the amount of Authority Solid Waste disposed of because of increases in the amount of Recyclable Materials lawfully processed or recycled at an appropriate site, nor a reduction in Authority Solid Waste disposal capacity at any Authority-owned facility resulting from County's exercise of its right of first refusal, pursuant to Article 18, shall be deemed a failure by the Authority to perform its obligations under Sections 7.2 or 7.3 of this Agreement.

17.6. Choice of Law; Venue; Waiver of Jury Trial. This Agreement and all disputes between the Parties and the Authority arising out of or relating to this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The sole and exclusive venue for any litigation related to or arising out of this Agreement, or the duties and responsibilities of the Authority and the Parties, shall be in State Courts of the Seventeenth Judicial Circuit, in and for Broward County, Florida. **EACH PARTY KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY FOR ANY CLAIMS, WHETHER IN CONTRACT, TORT, OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

ARTICLE 18. RIGHT OF FIRST REFUSAL

18.1. Prior to entering an agreement to sell real property owned by the Authority of any value, including the associated material property, plant, or equipment (collectively referred to as "Authority Property"), the Authority must provide a copy of the offer, letter of intent, or proposed agreement ("Offer") to all Parties. The Parties will have a right of first refusal to purchase the Authority Property at the same price, and on the same terms and conditions, as the Offer, as provided below:

18.1.1. If the Authority Property is a "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), County will have the right of first refusal. If County does not exercise the right of first refusal provided in this section, the Municipal Party or Municipal Parties where the Authority Property is located will have the right of first refusal.

18.1.2. For all other Authority Property, the Municipal Party, Municipal Parties, and/or County (for Authority Property located within unincorporated Broward County) where the subject Authority Property is located will have the right of first refusal. For Authority Property located within the territorial jurisdiction of more than one local governmental

entity (e.g., two Municipal Parties or a Municipal Party and unincorporated Broward County), the right of first refusal may be exercised jointly or, if one Party elects not to exercise the right, by the other applicable Party. If no Municipal Party exercises the right of first refusal provided in this section, County will have the right of first refusal.

If the applicable Party does not provide the Authority with notice of its intent to exercise its right of first refusal within sixty (60) days after the Authority provides the Parties with a copy of the Offer, the Authority may proceed with the sale of the Authority Property. If County does not provide the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.1, the relevant Municipal Party or Municipal Parties will have sixty (60) days after receipt of notice from the Authority that County has not exercised its right to provide notice of intent to exercise its right of first refusal. If no Municipal Party provides the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.2, County will have sixty (60) days after receipt of notice from the Authority that no applicable Municipal Party has exercised its right to provide notice of its intent to exercise its right of first refusal.

ARTICLE 19. MISCELLANEOUS

19.1. Assignment. Except in the event of merger between Parties or the dissolution of a Party, wherein the successor to the Party will automatically become a Party, this Agreement, or any interest herein, may not be assigned, transferred, or otherwise encumbered, under any circumstances by any Party without the prior written consent of all other Parties to this Agreement, which will not be unreasonably withheld. Subject to Section 6.8, nothing herein will be deemed to restrict or prohibit the Authority's assignment of its rights and obligations as is deemed necessary or appropriate by the Authority for the provision of services under this Agreement.

19.2. Notices. All notices, consents, and other communications required, permitted, or otherwise delivered under this Agreement must be in writing and delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, with contemporaneous email, and in any case must be addressed to each Party's mayor, with copies to its chief executive officer (e.g., City/Town Manager, County Administrator, etc.) and its chief legal officer (e.g., City/Town Attorney, County Attorney, etc.), at the address of its main headquarters. Notices, consents, and other communications given by mail in accordance with this section will be deemed to have been given five (5) business days after the postmarked date; notices, consents, and other communications given by any other means will be deemed to have been given when received.

19.3. Incorporation of Agreements. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.4. Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

19.5. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, then (a) that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not), and (b) the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable, implement and give effect to the intentions of the Parties. If an unenforceable provision is modified, disregarded, or amended in accordance with this section, the rest of this Agreement is to remain in effect as written.

19.6. Representations and Warranties. Each Party hereby represents and warrants as to itself as follows:

19.6.1. It is duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder;

19.6.2. This Agreement has been duly authorized, executed, and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or by bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally);

19.6.3. Neither the execution nor delivery of this Agreement, nor the performance of such Party's obligations hereunder nor the fulfillment of the terms herein: (a) conflicts with, violates or results in a breach of the Constitution, any law or government regulation of the State of Florida, or any other local law or ordinance; or (b) conflicts with, violates, or results in any breach of any term or condition of any judgment or decree, or any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder; and

19.6.4. Except for the procedures provided under Chapter 163 and Chapter 75, Florida Statutes, and such action as has already been taken, no approval, authorization, or order of, or any consent or declaration, registration or filing with, any governmental authority of the State of Florida, or any referendum or other action of voters by election, is required for the valid execution, delivery, and performance of this Agreement by it.

19.7. The applicable financial disclosure, noticing, and reporting requirements of the Authority shall be those provided by general law.

19.8. Intellectual Property. The Authority will have all right, title, and interest in and to any intellectual property created by or for the Authority. No other Party will make any claim of ownership to any such intellectual property or will have any rights to the intellectual property other than as expressly set forth in a written agreement between the Board and that other Party.

19.9. Sovereign Immunity. Except to the extent sovereign immunity is expressly waived by entering into this Agreement among the Parties, nothing herein is intended to serve as a waiver of sovereign immunity by any of the Parties nor shall anything included herein be construed as consent by any of the Parties to be sued by third parties in any matter arising out of this Agreement.

19.10. Interpretation. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any references to “must,” “shall,” or “will” are obligatory. All citations to “Florida Statutes” mean those statutes as may be amended from time to time, except for references to the term “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022). Any reference to “days” means calendar days, unless otherwise expressly stated.

19.11. Third-Party Beneficiaries. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any of them based upon this Agreement.

19.12. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

19.13. Joinder by Authority. This Agreement is contingent upon the Authority, by majority vote of the Governing Board at its first meeting, agreeing to the terms, conditions, and obligations of the Authority as provided for in this Agreement and execution of the joinder of Authority provided for herein. Other than ministerial matters of procedure of the Governing Board, including election of a Chair and Vice-Chair, and other than executing the joinder, the Authority may not exercise any power under this Agreement until and unless it has executed such joinder, and this Agreement automatically terminates should the Governing Board fail to join in this Agreement by the end of its first meeting.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature on behalf of each Party to this Agreement, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

Estimated Ongoing Contributions of Parties Prior to Special Assessment Based on Population

Estimated Annual Contribution	\$2,000,000
Total Broward Population (2022 BEBR)	1,969,099
75% of Total Broward Population	1,476,824

Municipality	Population (2022 BEBR)	Population Percentage based on 100% Participation	\$2M Costs with 100% Participation	Population Percentage based on 75% Participation	\$2M Costs with 75% Participation
Fort Lauderdale	189,019	9.599%	\$191,985.27	12.799%	\$255,980.36
Pembroke Pines	171,309	8.700%	\$173,997.35	11.600%	\$231,996.46
Hollywood	154,909	7.867%	\$157,339.98	10.489%	\$209,786.64
Miramar	138,237	7.020%	\$140,406.35	9.360%	\$187,208.46
Coral Springs	134,816	6.847%	\$136,931.66	9.129%	\$182,575.55
Pompano Beach	113,789	5.779%	\$115,574.69	7.705%	\$154,099.58
Davie	106,984	5.433%	\$108,662.90	7.244%	\$144,883.86
Sunrise	97,479	4.950%	\$99,008.73	6.601%	\$132,011.65
Plantation	94,048	4.776%	\$95,523.89	6.368%	\$127,365.19
Deerfield Beach	87,414	4.439%	\$88,785.78	5.919%	\$118,381.05
Lauderhill	74,887	3.803%	\$76,062.20	5.071%	\$101,416.27
Tamarac	72,740	3.694%	\$73,881.51	4.925%	\$98,508.67
Weston	68,318	3.470%	\$69,390.11	4.626%	\$92,520.15
Margate	58,760	2.984%	\$59,682.12	3.979%	\$79,575.16
Coconut Creek	57,937	2.942%	\$58,846.20	3.923%	\$78,461.60
North Lauderdale	45,077	2.289%	\$45,784.39	3.052%	\$61,045.86
Oakland Park	44,517	2.261%	\$45,215.60	3.014%	\$60,287.47
Hallandale Beach	41,677	2.117%	\$42,331.04	2.822%	\$56,441.38
Lauderdale Lakes	36,725	1.865%	\$37,301.32	2.487%	\$49,735.10
Parkland	36,390	1.848%	\$36,961.07	2.464%	\$49,281.42
Cooper City	34,683	1.761%	\$35,227.28	2.348%	\$46,969.71
Dania Beach	32,140	1.632%	\$32,644.37	2.176%	\$43,525.83
Broward MSD	17,198	0.873%	\$17,467.89	1.165%	\$23,290.52
West Park	15,243	0.774%	\$15,482.21	1.032%	\$20,642.94
Wilton Manors	11,569	0.588%	\$11,750.55	0.783%	\$15,667.40
Lighthouse Point	10,506	0.534%	\$10,670.87	0.711%	\$14,227.83
Southwest Ranches	7,716	0.392%	\$7,837.09	0.522%	\$10,449.45
Pembroke Park	6,255	0.318%	\$6,353.16	0.424%	\$8,470.88
Lauderdale-by-the-Sea	6,205	0.315%	\$6,302.37	0.420%	\$8,403.17
Hillsboro Beach	1,981	0.101%	\$2,012.09	0.134%	\$2,682.78
Sea Ranch Lakes	540	0.027%	\$548.47	0.037%	\$731.30
Lazy Lake	31	0.002%	\$31.49	0.002%	\$41.98

(1) Section 5.4 of the ILA provides that until the Authority is able to fund its budget, each Party must contribute funding on a pro rata basis, based on population, to pay the Authority's expenses. Such expenses shall not exceed an aggregate yearly maximum amount of two million dollars (\$2,000,000).

(2) County has committed to paying 50% of professional/technical consultants for the development of the Master Plan which is estimated to total approximately one million dollars (\$1,000,000).

SOLID WASTE INTERLOCAL AGREEMENT (“ILA”) – KEY POINTS

- **Mission:** “To develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.”
- **Participation and Approval:** To become effective, the ILA must be approved and executed by the County and municipalities representing at least 75% of the total population of Broward County. The Effective Date is the date when this is first accomplished. Municipalities that do not initially join the Authority may do so at a later date, subject to any additional terms and conditions established by the Authority, including payment of all amounts as may be required at that time.
- **Term:** 40 years, with up to two possible 10-year extensions approved by the County Commission and the elected bodies of municipalities representing some minimum percentage of the Broward solid waste tonnage as determined by Governing Board (which will be no less than 50%).
- **Governance:**
 - **Governing Board:** One elected official from the County and one from each participating municipality.
 - **Executive Committee:** Eleven members - 5 from the largest 1/3rd of the municipalities, 3 from the medium 1/3rd of the municipalities, 2 from smallest 1/3rd of the municipalities, and 1 from the County. Two year terms. One alternate for each municipal group.
 - **Executive Director:** Serves as CEO and is responsible for day-to-day operations. Appointed and removed by majority vote of Executive Committee. Will be an employee of the Authority and cannot, while serving as Executive Director, be employed by any party, be an elected official of any party, or have a contract to consult for or lobby on behalf of any party.
 - **Technical Advisory Committee (“TAC”):** Role is to provide technical advice, guidance and recommendations to Executive Director, Executive Committee and Governing Board. County and each participating municipality may appoint one representative (and an alternate) to TAC. TAC members must have professional knowledge or experience in solid waste industry, environmental sciences, sustainability or related profession, and must be from that party’s solid waste, environmental management, public works, utilities or similar department.
 - **Decisions:** Certain decisions are made by the Executive Director, some by the Executive Committee, and some by the Governing Board. Most decisions of the Governing Board are by majority vote, but some major decisions require a supermajority vote of 2/3rd of the Governing Board members representing at least 2/3rd of the Broward Tonnage plus the County. The ILA describes each type of decision and how such decision is made. Governing Board can also overturn any decision of the Executive Committee (except decisions related to the appointment/removal of the Executive Director) by supermajority 2/3rd vote plus County.
- **Master Plan/Facilities Amendment:**
 - **Master Plan/Facilities Amendment:** The Governing Board shall adopt a Master Plan and a proposed Facilities Amendment to the ILA, which will collectively describe the Authority’s operations in detail, provide the comprehensive planning framework and strategic direction to manage system waste, set forth the facilities that will be operated as part of the system, and describe the funding/financing mechanisms for the Authority.

- **Adoption requirements and deadline:** The Master Plan and Facilities Amendment must be approved within 18 months after the Effective Date of the ILA (which deadline can be extended 6 months by the Executive Committee and another 12 months by the Governing Board). The Master Plan must be approved by the County's representative to the Governing Board and at least 2/3rd of the municipal representatives. The Facilities Amendment must be approved by the elected bodies of municipalities representing at least 80% of the total population of the participating municipalities and the County Commission. Unless both the Master Plan and the Facilities Amendment are approved by the deadline (as it may be extended), the ILA will automatically terminate.
- **Opt Out:** A municipal party may withdraw from the ILA within 120 days after receiving the proposed Master Plan and Facilities Amendment.
- **Funding:**
 - **Start-Up Funding:** Until the Authority is able to fund its budget through special assessments or other methods, each party must financially contribute towards the costs of operations. Such expenses are capped at \$2,000,000 per year, calculated on a fiscal year basis. The portion of the start-up funding that will be used for the cost of professional/technical consultants to develop the Master Plan will be paid 50% by the County and 50% by the municipal parties on a pro rata basis based upon population. The remaining start-up expenses will be paid by all parties on a pro rata basis based upon population (with the County's population based upon the unincorporated areas only).
 - **Permanent Funding:** It is anticipated that subsequent to the adoption of the Master Plan and Facilities Amendment, the Authority will be funded through special assessments or other methods.
- **Commitment of Solid Waste to Authority:** The parties all commit to send all of their System Waste to the Authority, through regulatory flow control (through the adoption of ordinances) and contractual flow control (through inclusion of such provisions in new hauler contracts), all subject to existing contracts.
- **Other Provisions:** The ILA contains numerous other provisions addressing various topics, including but not limited to: reservation of powers; impact of dissolution or merger of municipality; waste segregation programs; cooperation; meeting procedures and requirements; ethics compliance; distribution of Authority assets; reserve obligations; specific powers of Executive Director, Governing Board and Executive Committee; debt obligations; special assessment and bonding power; budget; audits; reporting requirements; title to waste; relationship of parties; indemnification and defense of claims; default; amendments; dispute resolution; rights of first refusal to purchase Authority assets; assignments; notices; representations and warranties; intellectual property, and sovereign immunity.

JOINDER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Agreement and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: Scott Newton

Title: Mayer

Date: 4/25/23

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

This First Amendment (“Facilities Amendment”) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“ILA”) is entered into by and among Broward County, a political subdivision of the State of Florida (“County”), and the municipalities in Broward County that formally approve this Amendment pursuant to the ILA’s terms and return an executed signature page (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively, the “Parties” and each individually a “Party”).

RECITALS

A. The Parties entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“ILA”) to form an independent special district known as the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“Authority”), which is charged with coordinating regional solid waste disposal and recycling programs pursuant to Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

B. The ILA became effective on August 16, 2023 (“ILA Effective Date”). It requires the adoption of a Facilities Amendment within thirty-six (36) months of the ILA Effective Date as part of the Formation Conditions. This Facilities Amendment, as defined in Section 3.3 of the ILA, is adopted pursuant to that requirement.

C. Section 3.3 of the ILA provides that, to be effective, the Facilities Amendment must be approved by the Broward County Board of County Commissioners and by the governing bodies of municipalities representing at least eighty percent (80%) of the total population of the Municipal Parties to the ILA.

D. As further described in Section 3.3 of the ILA, the purpose of the Facilities Amendment is to: (i) provide long-term contingency plans for waste disposal; (ii) address the use and disposition of Authority facilities and assets in the event of a Wind Down; and (iii) ensure the orderly and efficient allocation of services during that process. The Facilities Amendment reflects lessons from the prior regional solid waste system established in 1986 (the Broward Solid Waste Disposal District governed by the Resource Recovery Board), which dissolved in 2013 and gave rise to asset disputes and litigation that was eventually resolved by settlement in 2015. Through the Facilities Amendment, the Parties seek to avoid similar conflicts by clearly defining procedures for the use and disposition of Authority assets.

E. Consistent with the purposes listed above, this Facilities Amendment is designed to protect public funds and preserve investments in public infrastructure. The Facilities Amendment defines the facilities the Authority may own and operate, establishes standards for open and accountable operation of the System, and includes safeguards intended to keep the Parties’ costs fair, predictable, and aligned

with the public interest. The Facilities Amendment also establishes a transparent, orderly Wind Down procedure in which the Authority's assets and liabilities are distributed to continue benefiting the public.

F. This Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, the ILA, as amended by this Facilities Amendment, may only be modified in compliance with Article 16 of the ILA.

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. All capitalized terms not expressly defined within this Facilities Amendment shall retain the meaning ascribed to such terms in the ILA.

2. Article 2, entitled "**DEFINITIONS**" of the ILA, is hereby amended to add the following new defined terms:

2.0.1 Authority Fund(s) means all monies and financial instruments held by or for the benefit of the Authority, including, without limitation, funds derived from revenues, fees, charges, debt proceeds, investment earnings, and sale proceeds. Authority Funds do not include Authority-Owned Assets.

2.0.2 Authority-Owned Asset(s) means property owned by the Authority, including, without limitation, real property or tangible property, whether used or unused, and any reserve funds dedicated to such property. This term includes Authority-Owned Facilities but does not include Authority Funds.

2.0.3 Authority-Owned Facility(ies) means any System Facility owned by the Authority and operated as part of the System in relation to the management, collection, disposal, processing, recycling, storage, or transfer of System Waste.

2.0.4 System Facility means any site, facility, or equipment, whether or not owned by the Authority, that is operated for the management, collection, disposal, processing, recycling, storage, or transfer of System Waste. This term includes, without limitation, any permanent drop-off center, recycling facility, transfer station, or solid waste disposal facility that receives System Waste. This term does not include real property not directly used for solid waste management, recycling, or resource recovery purposes

3. The Parties agree that this document constitutes the Facilities Amendment as described in Section 3.3 of the ILA and includes the required provisions as stated therein, and therefore the requirements contained Section 3.3 of the ILA are no longer operative.

4. Section 8.1.8 of the ILA is hereby amended as follows (with such deletions set as ~~striketroughs~~ and such additions set as underlines):

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least ~~two-thirds (2/3)~~ eighty percent (80%) of the total population of the Municipal Parties, and (b) County.

5. A new Article 20 entitled "**AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS**" is hereby added to read as follows:

ARTICLE 20. AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS

20.1 **Purpose.** The Parties wish to provide a framework for the responsible stewardship of public infrastructure and to prioritize publicly owned transfer stations as critical assets that support the System's flexibility, address regional needs, and reduce costs for the public. The Parties also seek to establish a structured pathway to enable the potential expansion to more state-of-the-art public facilities in the future, if required and approved by the Parties pursuant to the terms of the ILA.

20.2 **Approved types of Authority-Owned Facilities.** Notwithstanding anything to the contrary in the ILA, the Authority has the power to own or operate the following without following the procedure set forth in Section 8.1.8 of the ILA:

20.2.1 "Transfer Stations," as defined in Section 403.703, Florida Statutes (2022);

20.2.2 "Permanent Drop-Off Centers," meaning any permanent collection site or facility primarily used for the lawful acceptance of System Waste from the public, that is not a "solid waste disposal facility" as defined in Section 403.703, Florida Statutes (2022); and

20.2.3 "Recycling Facilities," meaning any site, facility, or equipment primarily used for recycling or recovering materials, including, without limitation, the collection, transportation, separation, processing, or reuse of solid waste (or materials that would otherwise become solid waste) in the form of raw materials or intermediate or final products. This term is to be construed liberally to include, without limitation, any recovered materials processing facilities, material recovery facilities, yard waste or organics processing facilities, construction and demolition debris recovery facilities, pulverizers, compactors, shredding and baling plants, composting facilities, other volume reduction plants, biochar pyrolysis plants, organic anaerobic digesters, and other thermal, mechanical, or biological conversion facilities. This term does not include any landfill,

waste-to-energy facility, or other “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022).

Any Authority ownership or operation of any other type of “solid waste management facility,” as defined in Section 403.703, Florida Statutes (2022), outside the scope of this Article 20, and not approved through an amendment adopted pursuant to Section 8.1.8 of the ILA, constitutes a material breach subject to the provisions of Articles 15 and 17 of the ILA, including injunctive relief where appropriate.

20.3 Amendment related to other types of solid waste disposal facilities; requirements. If, in the future, the Authority is granted the power to own or operate a “solid waste disposal facility” pursuant to Section 8.1.8 of the ILA, the amendment granting that power must, in addition to the requirements of that Section 8.1.8, also establish the rules, procedures, and funding mechanisms for allocating amongst County, the Municipal Parties and any other municipalities the costs of any capital expansion of a County-owned facility that may be required for County to meet its statutory obligations in the event of a Wind Down if caused by the individual or collective action of the Municipal Parties. The allocation of costs may include County paying all costs, the Municipal Parties paying all costs, or a shared arrangement.

20.4 Other publicly owned System Facilities.

20.4.1 Nothing in this Facilities Amendment prohibits any individual Party from owning or operating any “solid waste management facility,” as defined in Section 403.703, Florida Statutes (2022), any Permanent Drop-Off Center, or any Recycling Facility.

20.4.2 The Authority may contract with any Party to receive services from, or obtain access to, any System Facility owned or operated by that Party. In return, the Authority may agree to a long-term commitment of System Waste to such System Facility or to any other terms mutually agreed upon by the parties. These agreements may include arrangements under which a Party constructs or acquires a System Facility for the Authority’s benefit. However, unless the relevant contract expressly states otherwise, any System Facility owned by an individual Party will not be considered an Authority-Owned Facility and will remain the property of that Party upon Wind Down.

20.5 Public-private partnerships. The Authority may enter into public-private partnerships as permitted by applicable law. Notwithstanding the foregoing, the Authority is prohibited from entering into any public-private partnership that results in the Authority owning, in whole or in part, any “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022), unless the ILA is amended pursuant to Section 8.1.8 of the ILA.

20.6 Protection of Authority-Owned Facilities. Authority-Owned Facilities are held by the Authority in trust for essential governmental and public purposes and are dedicated to the provision of public solid waste and recycling services for the benefit of the Parties, their residents or businesses. Except to the extent expressly pledged pursuant to a written agreement, or as otherwise required under applicable law, Authority-Owned Facilities will not constitute general

assets of the Authority, and all Authority obligations will be non-recourse to Authority-Owned Facilities and payable solely from Authority Funds. No other creditor or claimant may levy upon, attach, execute against, foreclose upon, encumber, or otherwise interfere with any Authority-Owned Facility, and any entity that is not a Party to the ILA that contracts with or asserts a claim against the Authority is deemed, to the fullest extent permitted by Florida law, to have waived any right to receivership or injunctive relief affecting Authority-Owned Facilities. In the event of Wind Down, the Authority’s outstanding obligations will be satisfied to the fullest extent possible with Authority Funds.

6. A new Article 21 entitled “**WIND DOWN OF AUTHORITY**” is hereby added to read as follows:

ARTICLE 21. WIND DOWN OF AUTHORITY

21.1 Purpose. The Parties desire to ensure that the System remains intact and that investments made in public infrastructure continue to serve public needs in the event of Wind Down. The Parties hereby designate the following rules for Wind Down of the Authority, the orderly transfer of services performed by the Authority, and the transfer of assets of the Authority to a successor entity (or to County if County chooses to perform those services upon Wind Down subject to the requirements set forth below) to benefit all Parties.

21.2 Schedule. The general schedule of Wind Down is illustrated in Table 1 below.

Table 1	
Days after Notice of Wind Down	Required Action
Day 0	Executive Director issues Notice of Wind Down.
Day 45	Executive Director issues Comprehensive Inventory and begins settling the Authority’s debts, liabilities, and obligations using Authority Funds.
Day 99	Deadline for County and Municipal Parties to agree on whether to transfer services to County or a successor entity to the Authority.
	Schedule below applies only to the standard procedure in Section 21.6.1
Day 100	Executive Director issues first Asset Offers to Parties.
Day 150	Applicable Parties’ deadline to accept or decline first Asset Offer.
Day 150	The obligation to provide services is transferred to each Party for its geographic jurisdiction, unless County or successor entity has assumed services.
Day 151	Executive Director issues second Asset Offers to Parties.
Day 201	Applicable Parties’ deadline to accept or decline second Asset Offer.
After Day 201	Authority sells any Authority-Owned Asset(s) declined by the Parties, uses the proceeds to pay remaining debts and liabilities, and distributes any remaining funds to the Parties.

	The following applies to the standard procedure and both alternate procedures.
No later than 365 days all transfers, debts, and liabilities resolved	Certification and dissolution of the Authority.

Pursuant to this Article 21, the Authority will first pay its debts and liabilities from Authority Funds. Next, once those debts and liabilities are paid, or such funds are exhausted, the Authority will transfer title of any Authority-Owned Assets to the Parties pursuant and subject to Section 21.7 and Article 22. If an Authority-Owned Asset is not transferred to a Party, the Authority will sell that asset. The Authority will use the sale proceeds to pay any remaining debts and liabilities. Finally, the Authority will distribute any surplus sale proceeds and any remaining Authority Funds among the Parties as provided below.

The running of any Wind Down deadline will not be tolled, suspended, delayed, or extended due to the existence of any dispute, request for clarification, or pending arbitration or litigation, except as expressly provided in this Section 21.2. Notwithstanding the foregoing, if the Executive Director or the Authority fails to meet any Wind Down deadline that is applicable to the Executive Director or the Authority, then any deadline applicable to the Parties that is expressly triggered by, or cannot reasonably be performed without, timely completion of such missed obligation will be automatically tolled for a period equal to the duration of such failure (measured from the missed due date until the obligation is satisfied), and the Parties will not be deemed in default for the resulting delay. The Wind Down schedule and all deadlines in this Article 21 are intended to promote fairness, limit dispute, and ensure the orderly and continuous transfer of services and Authority-Owned Assets during Wind Down, and are not intended to be punitive. Pending resolution of any dispute, the Authority and all Parties will continue to perform in good faith and proceed with Wind Down in compliance with this Facilities Amendment, and no tolling will apply except as expressly provided above. For the avoidance of doubt, the Authority will not be considered dissolved until certification pursuant to Section 21.8 below confirms that all Authority obligations have been fully performed and satisfied.

21.3 Wind Down operations. During the Wind Down period, the Authority will continue to operate solely for the limited purposes of concluding its affairs, preserving continuity of services, and maintaining assets until such responsibilities are assumed by other entities. The Authority may not accelerate or expand any contracts or enter into new contracts for goods or services that are not required to perform the actions necessary for Wind Down. All actions related to the Wind Down of the Authority will be overseen by the Executive Director and must be completed no later than the applicable deadline specified in this Article 21, including the following:

21.3.1 Providing all Parties a final, comprehensive inventory of all Authority activities, actions, assets, debts, and liabilities;

21.3.2 Liquidating, assigning, or otherwise lawfully disposing of Authority assets, debts, and liabilities;

21.3.3 Assigning all contracts necessary to ensure continuity of services being performed by the Authority and concluding all contracts not necessary for such purpose; and

21.3.4 Transferring operational responsibility for System Waste management services, recycling programs, and other services to the applicable Party(ies).

21.4 Executive Director’s Notice of Wind Down; inventory of assets. The Executive Director will promptly begin the process of winding down the Authority’s operations, upon the occurrence of any of the following events: the Parties fail to extend the ILA pursuant to Section 4.2.1 thereof; the Authority is dissolved by court order; a petition for insolvency or assignment for the benefit of creditors is filed, or any other action that requires or results in the dissolution of the Authority; or the ILA expires or is terminated.

Upon beginning such process, the Executive Director will promptly issue a written “Notice of Wind Down” to all Parties in compliance with the Notices section of the ILA. Within forty-five (45) days after issuing the Notice of Wind Down, the Executive Director will provide all Parties a comprehensive inventory of all Authority activities, actions, assets (including, without limitation, any Authority-Owned Facilities and service contracts), physical address of such assets, reserve funds, debts, and liabilities (“Comprehensive Inventory”).

21.5 Authority debt and liability. Pursuant to Article 12 of the ILA and Section 163.01(7)(b), Florida Statutes, the Authority’s debts, liabilities, and obligations do not constitute the debts, liabilities, and obligations of the Parties. Accordingly, the Authority will use the following process to settle its own debts, liabilities, and obligations.

21.5.1 Use of Authority Funds to satisfy debt, liabilities, and obligations. Upon issuing the Comprehensive Inventory to the Parties, the Executive Director will begin overseeing the payment of the Authority’s debts, liabilities, and obligations. Subject to Section 6.9 of the ILA, all outstanding debts, liabilities, and obligations of the Authority, including, without limitation, accounts payable, contractual obligations, retirement liabilities, and any other claims, will be satisfied using all available Authority Funds before any Authority-Owned Assets are sold for that purpose. Regardless of the status of the payment of such debts, liabilities, and obligations, the Authority will begin the Authority-Owned Asset distribution process pursuant to Section 21.7 below. Only after asset distribution as described in Section 21.7 is completed may the Authority satisfy any remaining debts, liabilities, and obligations by selling Authority-Owned Assets that are not transferred to any Party and using the proceeds as described in Section 21.7.1.6 below.

21.5.2 Bond-related debts. The Authority will resolve bond-related debts in accordance with the applicable bond documents.

21.6 Transfer of services. The orderly transfer of services in the event of Wind Down is of paramount concern to the Parties. Accordingly, the Parties hereby designate three (3) options for transferring System Waste management services, recycling programs, and other services previously administered by the Authority, each with its own method for dividing obligations and

the manner by which the transfer or sale of Authority-Owned Assets occurs: (a) the standard procedure where each Party provides services or contracts with third parties for the provision of services within each Party's geographic jurisdiction; (b) if County and sufficient Municipal Parties agree, these services would be provided by County; or (c) if County and sufficient Municipal Parties agree, these services would be provided by a successor entity.

The service transitions described in this section may proceed through interim operational agreements, licensing arrangements, and assignment of contracted services, notwithstanding that title transfer of Authority-Owned Assets may occur later pursuant to Section 21.7 below.

21.6.1 Standard procedure; transfer to Parties individually. No later than one hundred fifty (150) days after the Notice of Wind Down is issued, each Party will become responsible for the management of solid waste generated within that Party's geographic jurisdiction (for County, the unincorporated areas) and for determining how recycling and other services previously administered by the Authority will be managed and provided, including by establishing, maintaining, modifying, or discontinuing any programs or contracts it deems appropriate. The Authority will cooperate with each Party, as the applicable Party may agree, to:

21.6.1.1 Assign, amend, or novate relevant service agreements;

21.6.1.2 Transfer records, equipment, and other operational resources;

21.6.1.3 Provide support to facilitate continuity of service during the transition;
and

21.6.1.4 Provide each Party with a full accounting of the Authority's customers, service zones, and applicable infrastructure within each such Party's geographic jurisdiction (for County, the unincorporated area).

Each Party will be individually responsible for ensuring uninterrupted service to its geographic jurisdiction (for County, the unincorporated area), and for securing or entering into appropriate service agreements, upon the transition of services from the Authority. All Authority-Owned Assets will be distributed pursuant to Section 21.7.1 of this Facilities Amendment.

21.6.2 Alternate procedure; transfer to County. As an alternative to the standard procedure described in Section 21.6.1 above, County and Municipal Parties representing at least fifty-one percent (51%) of the Municipal Parties' population and at least fifty-five percent (55%) of the total tonnage of all of Broward County may agree, within 99 days after issuance of the Notice of Wind Down, that County will assume operational responsibility for all of the System Waste management services, recycling programs, and other services previously administered by the Authority (the "SWA Services") as follows:

21.6.2.1 Within 60 days of after the Notice of Wind Down is issued, County may issue a non-binding letter to the Municipal Parties indicating its interest to provide the SWA Services (“Service Offer”);

21.6.2.2 If County issues a Service Offer, each Municipal Party may respond in writing to indicate its non-binding acceptance or rejection of County’s Service Offer; however, any Municipal Party that does not respond before the Board of County Commissioners votes, as referenced in subsection (c) below, will be deemed to have rejected County’s Service Offer;

21.6.2.3 The commencement date for County operational responsibility or the SWA Services will be provided for in the agreement between County and each of the applicable Municipal Parties; however, the commencement date may be extended by written notice from the Executive Director should that date interfere with other elements of Wind Down of the Authority; and

Upon receipt of County’s written notice that it will provide the services and documentation of the relevant Municipal Parties’ agreement, (a) the Authority will coordinate with County to transfer all operational functions, service contracts, Authority-Owned Assets, other equipment, customer data, and financial resources necessary to ensure an uninterrupted transition of the services to those Municipal Parties; (b) the Authority will retain interim custody and continue operations of those services until the transfer is effectuated; and (c) the Authority-Owned Assets associated with the performance of such services will be transferred to County pursuant to Section 21.7.2 below as part of the transition described above.

21.6.3 Alternate procedure; transfer to successor entity. As an alternative to the standard procedure in 21.6.1 above, if, within 99 days after the issuance of the Notice of Wind Down, both the Board of County Commissioners and municipal governing bodies representing at least fifty-one percent (51%) of the total population of the Municipal Parties and at least fifty-five percent (55%) of the total tonnage of Broward County, establish or designate a successor entity to provide the SWA Services, the Authority will cooperate with the successor entity to ensure continuity of operations, including, without limitation, the transfer of the applicable contracts, assets, and liabilities to that successor entity. The Authority will not transfer any such contracts, assets, or liabilities to a successor entity unless such transfer has received formal approval by both the Board of County Commissioners and the elected bodies of the requisite Municipal Parties. If the approvals described above are obtained, the transfer of any Authority-Owned Assets to the successor entity will proceed pursuant to Section 21.7.2 hereof.

21.7 Disposition of Authority-Owned Assets. During Wind Down, all Authority-Owned Assets (including, without limitation, any Authority-Owned Facilities and reserve funds) will be distributed as provided in this section and in a manner that ensures continued public benefit,

honors the source and purpose of such funds and assets, and recognizes operational control and jurisdictional authority over the related services.

Regardless of whether all available Authority Funds have been expended pursuant to Section 21.5.1 above, the Authority will work cooperatively with each recipient Party to undertake due diligence and execute all necessary deeds, bills of sale, assignments, and other instruments to lawfully effectuate the transfers described below, including, without limitation, provision for maintenance, insurance, and replacement planning.

21.7.1 Standard procedure; transfer to Parties individually. Notwithstanding anything to the contrary in in the ILA, if operational responsibility for the provision of System Waste management services, recycling programs, and other services previously administered by the Authority is not transferred to either County as provided in Section 21.6.2 above or a successor entity as provided in Section 21.6.3 above, this Section 21.7.1 will govern the disposition of Authority-Owned Assets and reserve funds.

21.7.1.1 *Proposed asset offers.* At any time after the issuance of the Comprehensive Inventory, any Party may submit to the Executive Director a written proposal identifying the Authority-Owned Asset(s) the Party asserts a right to acquire, together with the factual and legal basis for that assertion under this Facilities Amendment.

21.7.1.2 *Asset offer process.* On the one hundredth (100th) day after the Notice of Wind Down is issued, and not earlier, the Executive Director will send each Party a written offer listing the Authority-Owned Assets that the Party may take ownership of (“Asset Offer”) pursuant to Section 21.7.1.4, below, subject to the following procedures:

21.7.1.2.1 Each Party will review the Authority-Owned Assets and give written notice of its decision to accept or decline ownership within fifty (50) days after issuance of the Asset Offer. This deadline applies only to the election to accept or decline. It does not apply to completing the legal transfer. If a Party does not give written acceptance within fifty (50) days, the Party is deemed to have declined the transfer.

21.7.1.2.2 After that fifty (50) day period ends, the Executive Director will send County a second Asset Offer for all Authority-Owned Assets not accepted by any Municipal Party. County has fifty (50) days after receipt to accept or decline in writing.

21.7.1.3 *Asset Offer; required contents.* The Executive Director will include the following information in each Asset Offer: (a) the location of the Authority-Owned Asset; (b) the type of asset; (c) if applicable, the most recent System Facility Report (defined below); (d) if applicable, the most recent permitting, licensing, or other regulatory documents; (e) a statement of the operational and environmental

condition of the Authority-Owned Asset; (f) any known liabilities associated with the Authority-Owned Asset; (g) if applicable, a statement of the specific reserve balances associated with the Authority-Owned Asset; (h) if known, an estimate of the costs of any necessary repairs; and (i) any other documents in the Authority's possession related to the maintenance and status of the Authority-Owned Asset. If any applicable, required content of an Asset Offer is omitted, the applicable Party's deadline to provide written notice of its decision to accept or decline ownership will be tolled until the Authority provides such missing content.

21.7.1.4 *Regional Assets.* Notwithstanding anything else stated in this Facilities Amendment, each Authority-Owned Asset listed below (each a "Regional Asset") will first be offered, subject to the provisions of Article 22, to County and then, if not accepted by County, to Municipal Parties following the procedure stated in Section 21.7.1.5 for non-Regional Assets:

21.7.1.4.1 any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022) including, without limitation, any plant, material property, or equipment associated with such facility;

21.7.1.4.2 any "transfer station," as defined in Section 403.703, Florida Statutes (2022), materials recovery facility, or property that County elects to use in connection with County's obligations under Section 403.706(1), Florida Statutes;

21.7.1.4.3 any Authority-Owned Facility used for the management, collection, disposal, processing, recycling, storage, or transfer of storm debris that County elects to use in connection with County's obligations under Section 403.706(1), Florida Statutes; and

21.7.1.4.4 any non-monetary Authority-Owned Asset the ownership of which was transferred from County.

Any election made by County pursuant to this section will automatically be presumed valid if County provides a proposed asset offer pursuant to Section 21.7.1.1. above, subject to the dispute resolution process of section 17.1 of the ILA.

21.7.1.5 *Authority-Owned Assets other than Regional Assets.* For all non-monetary Authority-Owned Assets that are not Regional Assets (and for Regional Assets that County chooses not to exercise its first option pursuant to Section 21.7.1.2), that are, as of the date the Notice of Wind Down is issued, located within the geographic jurisdiction of a Party (for County, the unincorporated areas), such asset will be offered, subject to Article 22, to that Party. If such Authority-Owned Asset is physically located within the geographic jurisdiction of more than one Party (e.g., two (2) Municipal Parties or a Municipal Party and unincorporated Broward County), such property will be first offered, subject to Article 22, to the multiple

Parties for joint ownership by the applicable Parties; and if any such Party declines the transfer, the asset will be offered, subject to Article 22 to the other Party (or Parties) with geographical jurisdiction over the property. If all Parties to which an asset is offered decline to accept the asset, the asset will then be offered, subject to Article 22 to County and then to the other Municipal Parties.

21.7.1.6 *Tangible Personal Property of the Authority.* For such Authority-Owned Assets that constitute tangible personal property (i.e., not real property or Authority Funds), such as hauler vehicles or railcars, ownership will be allocated among the Parties in a proportionate and equitable manner based on the aggregate fair market value of such assets, taking into account both the number and condition of the assets.

21.7.1.7 Notwithstanding the foregoing, any non-monetary Authority-Owned Asset whose ownership was transferred to the Authority by a Municipal Party or County will be returned to the originating Party at no cost.

21.7.1.8 The foregoing requirements will also apply to any Authority-Owned Asset in which the Authority has an interest through a joint venture, public-private partnership, or other joint ownership model.

21.7.1.9 If any Authority-Owned Asset may not be distributed to any of the Parties in compliance with the procedures in this section due to requirements contained in applicable bond or other secured debt instruments, the Executive Director will provide the Parties with written notice as early as possible.

21.7.1.10 Any System Facility, or other element of the System, that is owned in fee simple by a Municipal Party or by County will not be considered an Authority-Owned Asset and will be retained by such Party.

21.7.1.11 *Sale of Authority-Owned Asset(s) declined by the Parties; application of sale proceeds.* After the Authority-Owned Asset distribution process is completed, any Authority-Owned Assets not transferred to a Party will be sold by the Authority on commercially reasonable terms following a commercially reasonable process. Nothing in this Facilities Amendment prohibits any Party from participating in this process the same as any non-Party, and any acquisition pursuant this process will not be subject to Article 22. The sale will be conducted through a competitive process determined by the Executive Committee, unless the Executive Committee, by a two-third (2/3) vote which must include County's representative, determines that an alternative process is appropriate, commercially reasonable, and in the public interest. The Authority will apply the net proceeds of any such sale first to satisfy any outstanding debts, liabilities, or other obligations of the Authority associated with the sold asset and any remaining unpaid debts, liabilities, and obligations of the Authority.

21.7.1.12 *Reserve funds; surplus Authority Funds and sale proceeds.* Reserve funds that are expressly designated for maintenance, repair, rehabilitation, replacement, or closure of a specific Authority-Owned Asset, and that are not expended pursuant to Section 21.5 above, will be transferred with the associated asset if, and solely to the extent that, such asset is transferred to one or more of the Parties. Such reserve funds will not transfer in connection with the sale of an Authority-Owned Asset to any third party.

Any surplus proceeds and any remaining Authority Funds not expended to satisfy the outstanding debts, liabilities, or other obligations of the Authority will be distributed among the Parties on a pro rata basis based on the most recent certified population estimates (for County, the unincorporated area) published by the Bureau of Economic and Business Research – University of Florida or other reasonable population data source selected by the Governing Board, subject to Section 6.9 of the ILA.

21.7.2 Alternate procedure if Authority operations are transferred to County or successor entity. Notwithstanding anything to the contrary in herein, if all of the SWA Services are transferred to County or to a successor entity pursuant to Section 21.6.2 or 21.6.3 above, the applicable Authority-Owned Assets (including, without limitation, Authority-Owned Facilities) and reserve funds associated with the assumed services, assets, and facilities will be transferred to the successor entity or to County, as applicable, and will not be subject to Article 22 below.

21.8 **Other distributions and transfers; certification of dissolution.** During Wind Down, the Executive Committee will act as a transition committee to oversee the final disposition of any assets and other details of Wind Down not expressly addressed by this Facilities Amendment or the ILA (including, without limitation, Section 6.9 thereof). Final disposition of any Authority-Owned Asset or other unaddressed detail will require the affirmative vote of: (a) a majority of the Municipal Parties’ representatives on the Executive Committee; and (b) County’s representative. Resolutions of disputes will follow the procedures described in Article 17 of the ILA. Upon the satisfactory completion of all Wind Down activities in compliance with the above and all applicable law, the Executive Director, the Chair, and the Vice-Chair of the Executive Committee, and the Chair and the Vice-Chair of the Governing Board, will certify in writing that all obligations have been resolved. Upon execution of such certification, the Authority will be deemed dissolved and all legal authority and operational responsibilities of the Authority will terminate.

7. A new Article 22 entitled “**OBLIGATIONS OF THE PARTIES AFTER WIND DOWN**” is hereby added to read as follows:

ARTICLE 22. OBLIGATIONS OF THE PARTIES AFTER WIND DOWN

22.1 **Purpose.** The Parties wish to ensure that any Authority-Owned Asset distributed due to the Authority’s Wind Down continues to serve a regional benefit after Wind Down. Accordingly, the Authority will ensure that the obligations set forth in this Article 22 are incorporated into deed

restrictions recorded at the time such property is transferred, and that such deed restrictions clearly identify the Parties and any other entities that may enforce them.

22.2 Obligation to continue operations. To ensure that Authority-Owned Assets transferred to a Party continue to serve a public purpose after Wind Down, each Party that exercises its right to accept the transfer of an Authority-Owned Asset pursuant to Section 21.7.1.4 or 21.7.1.5 (“New Owner”), accepts such asset subject to the beneficial ownership and rights of the Parties set forth herein. Except as expressly provided for in this Article, the New Owner must operate each transferred asset for its then-existing purpose, or a related purpose that the Authority was authorized to perform or contract, for five years (“Transition Period”). If the transferred asset is an Authority-Owned Facility, it must be operated for its then-existing purpose or a related solid waste purpose during the Transition Period. The New Owner must operate or contract for the operation of the asset responsibly and in a commercially reasonable manner during the Transition Period. Nothing in this section prohibits the New Owner from expanding, improving, upgrading, or modernizing the asset, or from adding compatible uses, provided that such actions do not materially impair the asset’s ability to serve its existing purpose during the Transition Period. If, at any time during the Transition Period, the New Owner elects to cease operating the asset for its prior purpose or for a related solid waste purpose that the Authority was authorized to perform or contract for, and instead elects to use it for a purpose unrelated to solid waste, the Transition Period as to that asset will terminate and the New Owner must pay the value of or sell the asset in accordance with the procedures stated in Section 22.4. The New Owner may at any time end the Transition Period as to any asset that was transferred to it and pay the value of or sell the asset in accordance with the procedures stated in Section 22.4. All Parties agree that any such election will not be grounds for any claim of a fraudulent or improper transfer to the New Owner.

Except as expressly provided for in this Article, the New Owner will not sell, lease, or otherwise transfer the asset during the Transition Period. For avoidance of doubt, this restriction does not prohibit contracts for operation, maintenance, or management that do not convey any ownership interest. Subject to the obligations in Section 22.3. below, and notwithstanding anything to the contrary in any other provision of this Facilities Amendment, the New Owner will have final authority to establish and modify rates, fees, and charges for services provided using the asset.

22.3 Obligation to provide fair fees to contributing Parties. To ensure that the Parties and their residents and businesses receive a fair financial benefit from assets their residents or businesses helped fund, the following applies to any New Owner that acquires an Authority-Owned Asset and uses that asset to provide fee-based solid waste services:

22.3.1 If the Authority previously operated the asset in a manner that provides lower fees to the Parties as compared to other users, the acquiring Party must continue a substantially similar fee arrangement during the Transition Period to benefit the Parties.

22.3.2 If the Authority did not operate the asset to provide lower fees to the Parties as compared to other users, but the Authority-Owned Asset was purchased or constructed using funds directly contributed by the Parties or collected through special assessment or

fees paid by the Parties or their residents or businesses, users receiving services for solid waste generated within a Party's jurisdiction will receive a credit against the fees charged for use of the asset during the Transition Period. The amount of the credit will be determined by the Authority's independent auditor, on a pro rata basis based on each Party's documented capital contributions relative to the asset's total capital cost, subject to approval by the Executive Committee pursuant to Section 21.8 above. The credit may be in the form of: (a) a uniform per-ton (or per-load) fee discount; (b) an annual service credit applied to invoices; or (c) if (a) or (b) are not practical, such other benefit as approved by the Executive Committee pursuant to Section 21.8 above that is consistent with the findings of the Authority's independent auditor. The credit will be applied to the fees otherwise payable for use of the asset. Notwithstanding the foregoing, the annual aggregate credit amount may not equal or exceed the acquiring Party's annual cost to operate the asset. In addition, no credit is required if the Authority's independent auditor determines that the aggregate annual benefit to all Parties and their residents or businesses would be less than one percent (1%) of the aggregate annual fees otherwise payable for services using the asset. If the New Owner fails to comply with subsection 22.3.1 or 22.3.2 above, the New Owner will have fifteen (15) days after written notice to cure such noncompliance. Any cure will include retroactive refunds or credits, as applicable, sufficient to place affected Contributing Parties and their residents or businesses in the same financial position they would have been in had the required fees or credits been properly applied when due. If the New Owner fails to cure within the fifteen (15) day period, then the Parties may bring a dispute pursuant to Section 17.1 of the ILA.

22.4 Obligation to Pay For Or Sell Asset Upon Expiration of Transition Period. At any time during the Transition Period, but no later than the expiration or earlier termination of the Transition Period, the New Owner will: (a) within 90 days after such election or expiration or earlier termination, as applicable, pay to the other Parties the then-current fair market value of the Authority-Owned Asset, taking into account the value of any reserve funds transferred by the in connection with the Authority-Owned Asset, as determined by an MAI appraiser or another appraiser with appropriate credentials and experience; or (b) promptly use its best efforts to sell the asset through a commercially reasonable, competitive sales process consistent with the New Owner's then-existing regulations for the disposition of that Party's property and in accordance with applicable Florida law. The appraised value (if the New Owner elected to continue ownership) or net sales proceeds (if the New Owner elected to sell the property), will be paid by the New Owner to all Parties on a pro rata basis based on the most recent certified population estimates (for County, the unincorporated area) published by the Bureau of Economic and Business Research – University of Florida or other reasonable population data source selected by the New Owner. Net sale proceeds will be the gross proceeds of the sale, less costs of sale and adjustments for any credits or prorations at the closing.

8. A new Article 23 entitled "**SYSTEM FACILITIES: INSPECTIONS, REPORTING, AND TECHNICAL REVIEW**" is hereby added to read as follows:

**ARTICLE 23. SYSTEM FACILITIES:
INSPECTIONS, REPORTING, AND TECHNICAL REVIEW**

23.1 **Purpose.** The Parties recognize that solid waste and recycling services are essential public functions that depend on many System Facilities, each of which takes years to plan and construct and decades to fund, maintain, and operate through sustained collaboration. For that reason, the Parties hereby establish the following framework to maintain a safe, resilient, and compliant System that meets current and future needs, while reinforcing a strong, accountable, and enduring collaboration among the Parties.

23.2 **Inspection rights.** Upon any Party's written request to inspect any Authority-Owned Facility, the Authority will provide such Party, and Party's contractor(s), with access to the applicable Authority-Owned Facility within a reasonable time after receiving such request, provided that such access will not be unreasonably withheld, conditioned, or delayed. The Authority may condition such access on the requesting Party and its contractor(s) executing a reasonable release or indemnification agreement in favor of the Authority. The purpose of such inspection is to evaluate the operation and condition of the Authority-Owned Facility, including any equipment or infrastructure onsite. In addition, upon reasonable prior notice to the Authority, any Party may observe, monitor, and verify compliance with Flow Control Ordinances and other flow control obligations contained in the Master Plan or Article 11 of the ILA by tracking or following Hauler vehicles while transporting System Waste to System Facilities, provided that such observation will be conducted in a lawful manner, without interfering with Hauler operations, and in coordination with any reasonable safety or security protocols established by the Authority or the applicable System Facility operator. The Authority will cooperate in good faith with such verification efforts and will, upon request, provide available routing, delivery, or scale data reasonably necessary to confirm adherence to flow control requirements. The results of any inspection or verification constitute a public record, subject to any applicable legal exemptions or confidentiality restrictions.

23.3 **System facility report.** The Authority will ensure that the System can reliably manage all System Waste it is obligated to handle, and can maintain continuity of service, by evaluating the System Facilities' and the System's overall capacity and operational resiliency (each, a "System Facility Report"). A System Facility Report may be conducted at any time. However, the Authority must complete a System Facility Report within eighteen (18) months prior to the end of any Term of the ILA and, to the extent practicable, within eighteen (18) months prior to the initiation of Wind Down, in compliance with the following:

23.3.1 At a minimum, each System Facility Report will include:

23.3.1.1 System Facility capacity versus projected tonnage. A comparison of constructed and permitted System Facilities' capacity to projected System Waste tonnage over a reasonable planning horizon. The System Facility Report will identify any capacity shortfalls or constraints.

23.3.1.2 Authority-Owned Facility conditions. For each Authority-Owned Facility (whether or not operated by the Authority), an evaluation of its operational condition and environmental status, including, at a minimum, structural conditions; mechanical, electrical, and operational systems conditions; preventive and corrective maintenance status; remaining useful life of major systems and of each facility as a whole; and identification of any deferred maintenance or capital-repair needs. The System Facility Report will also include an analysis of the Authority's operation of each Authority-Owned Facility, identifying any level of throughput, collection, disposal, processing, recycling, storage, or transfer, as applicable, that is below commercially reasonable levels when compared to such facility's design capacity, the capacity authorized by applicable permits and licenses, or applicable industry standards.

23.3.1.3 Contracted facility capacity. Confirmation of the quantity, term, and enforceability of all firm contracted capacity available through the System. The System Facility Report will include a determination of whether such contracted System Facility capacity satisfies projected System Waste needs.

23.3.1.4 Contingency services. An assessment of contingency System Waste management services available to the Parties. The System Facility Report will include alternative facilities, redundancy, emergency arrangements, and surge capability for disaster debris or other extraordinary events.

23.3.2 Any System Facility Report used for Wind Down must contain information that is no more than eighteen (18) months old at the time Wind Down begins. In addition, no later than thirty-six (36) months before the end of any Term of the ILA, the Authority shall begin the process of preparing the System Facility Report, including deciding whether it will be prepared by Authority staff or a consultant and initiating any required procurement process.

23.3.3 The Authority must ensure that the System Facility Report final document includes concise findings and recommendations that are easily understood by a lay audience.

23.3.4 Within ten (10) days after completion, the Authority will provide each completed System Facility Report to all Parties and publish it on the Authority's public website.

The results of each System Facility Report will be used to supplement any Asset Offer issued during Wind Down and may be used to inform, support, or evaluate any proposed amendment to the Master Plan (including any amendment relating to System Facilities, contracted services, flow control, or rate and fee structures).

23.4 County's right to technical review of matters relating to its statutory obligation to provide access to solid waste disposal capacity. To ensure County's ability to meet its statutory obligation to provide access to solid waste disposal capacity throughout the incorporated and unincorporated areas of Broward County is not being impeded, County may, in County's sole

discretion and at County's expense, retain an expert to conduct audits, inspections, interviews, or evaluations related to System performance, capacity, compliance, planning, and future needs (each, a "County Technical Review"), as set forth below.

23.4.1 Scope of review. A County Technical Review may only address: (a) Authority operations at any Authority-Owned Facility; (b) the sufficiency of Authority plans, forecasts, and assumptions to meet projected solid waste management needs over a reasonable planning horizon; (c) vendor performance, the Authority's contract administration, and cost controls affecting the System; and/or (d) matters that have, or may in the future have, a material impact on County's statutory obligation to provide access to solid waste disposal capacity.

23.4.2 Authority cooperation. The Authority will cooperate fully with any County Technical Review. The Authority will provide County and County's expert reasonable access, during normal business hours and upon reasonable notice, to all relevant records, data, contracts, reports, and other documents. The Authority will also provide reasonable access to Authority-Owned Facilities and other locations under the Authority's control used for System purposes. The Authority will make Authority personnel available for interviews and reasonable information requests.

23.4.3 Recommendations; Governing Board presentation. County may present the results of a County Technical Review and any recommended corrective actions or other measures ("County Recommendations") to the Governing Board. If County elects to present County Recommendations, the Governing Board will hear the presentation within sixty (60) days after County's request to present, subject to the following procedures:

23.4.3.1 The Governing Board will vote to approve, approve with modifications, or reject County Recommendations no later than thirty (30) days after the presentation.

23.4.3.2 If the Governing Board approves County Recommendations, or approves them with modifications, the Authority will implement them within the time stated.

23.4.3.3 If the Governing Board does not approve any County Recommendation that relates to County's ability to meet its statutory obligations contained in Section 403.706(1),F.S. (or does not hear such County Recommendations or vote within the time required above), County may invoke the informal dispute resolution process under Section 17.1 of the ILA and, if not resolved, through that procedure, County may submit the dispute to binding arbitration.

23.4.4 Arbitration; standard of review. The standard of review in arbitration is whether, based on the totality of circumstances, the Authority has reasonably fulfilled its obligations for the services it has undertaken or agreed to provide by satisfying the following criteria

in a manner that does not materially impair County's ability to meet any of its statutory solid waste management obligations:

23.4.4.1 All standards and required levels of service stated in the Master Plan, as may be amended in accordance with the terms of the ILA; and

23.4.4.2 For any service the Authority has agreed or is obligated to perform, a level of service sufficient to:

23.4.4.2.1 Meet the Parties' current and reasonably projected needs for System Waste management in full compliance with all applicable laws, permits, industry standards; and

23.4.4.2.2 Ensure the continuous management of all System Waste and any other solid waste lawfully accepted into the System, including its transfer, processing, recycling, and disposal, and to secure prompt substitute services in the event of an emergency, disaster, or facility shutdown consistent with reasonable contingency planning practices.

23.4.4.2.3 Temporary interruptions resulting from prudent repair and maintenance activities, or as a result of force majeure (i.e., an event beyond the Authority's reasonable control) will not be deemed a failure to meet this standard. Notwithstanding the foregoing, a material interruption caused by inadequate planning, staffing, resourcing, contracting, preventive maintenance, other operational oversight, willful or negligent action or omission, or lack of reasonable diligence will constitute a failure to meet the standard.

23.4.4.3 Each of the foregoing requirements constitutes an enforceable contractual obligation of the Authority. The arbitrator(s) will have full authority to order and direct the Authority to perform such obligations and to award any relief authorized by law or equity in connection with the dispute, including, without limitation, relief available under Articles 15 and 17, including Section 17.5, of the ILA; provided, however, that the arbitrator(s) may not impose on the Authority any new obligations not otherwise imposed by applicable law, require the Authority to undertake the performance of any services not part of the Master Plan (as may have been amended pursuant to the provisions of the ILA), or to require the planning, financing, or construction of new Authority-Owned Facilities.

23.4.5 Selection of arbitrators. County and the Authority will mutually agree on an arbitrator. If County and the Authority are unable to agree to a single arbitrator, County and Authority will each select an arbitrator, and the two arbitrators will select a third arbitrator. Costs of arbitration will be shared on an equal basis between County and the Authority.

23.4.6 Reservation of rights. County's exercise of its rights under this Section 23.4, or County's decision not to exercise such rights in any instance, will not be deemed a waiver of any right or remedy of County under the ILA or applicable law. No waiver will be deemed effective unless in writing and signed by County.

9. A new Article 24 entitled "**MAXIMUM SERVICE CHARGES**" is added to the ILA to read as follows:

ARTICLE 24. MAXIMUM SERVICE CHARGES

24.1 Purpose. The Parties agree that cost control and transparency are essential to the long-term success of the System, and that no Party should face material rate increases without clear notice and broad consensus. Accordingly, the Parties hereby establish the following procedures to protect affordability, prevent sudden cost increases, and provide the Parties additional resources to manage System-related costs.

24.2 Limitation on service charges; Master Plan amendments impacting costs.

24.2.1 Maximum service charges. In no event will the amounts paid by any Party, or by any Party's residents or businesses, for initial services identified in the Master Plan that are provided by, or through, the Authority exceed the maximum amounts set forth in the Master Plan (the "Maximum Service Charges"). The Maximum Service Charges for those services may be increased only in accordance with the index or other adjustment mechanism stated in the Master Plan or established by the Governing Board upon adoption of the Master Plan, which index or adjustment mechanism must merely address customary annual cost adjustments for provided services as well as adjustments occasioned by emergencies or circumstances outside the control of the Authority (the "Adjustment Index").

24.2.2 Master Plan amendments increasing costs. Any amendment to the Master Plan or adoption of a replacement Master Plan is a "Cost Increase Amendment" if it would: (a) increase costs to the Parties or their residents or businesses above the Maximum Service Charges for the initial services, as modified by the Adjustment Index; (b) change, replace, or modify the Adjustment Index; or (c) provide for new service or technology that would increase the cost paid by any Party or that Party's residents or businesses above the Maximum Service Charges (as modified by the Adjustment Index).

24.2.3 Cost Increase Amendment procedures. A Cost Increase Amendment is effective only if approved in compliance with the following process. First, the Executive Committee must recommend approval of the Cost Increase Amendment by majority vote, including the affirmative vote of County's representative. Second, at a meeting of the Governing Board held at least forty-five (45) days after the Executive Committee's vote, the Cost Increase Amendment must be approved by: (a) the members of the Governing Board representing Municipal Parties comprising at least two-thirds (2/3) of the total population of the Municipal Parties; and (b) County's representative to the Governing Board.

24.3 Facility and service price review. As an exhibit or appendix to the Master Plan, the Authority will provide a required process by which the Authority periodically retains a qualified expert with experience in solid waste and recyclable materials pricing and market analysis to conduct a rate and fee competitiveness study. The results of such study may be used to inform, support, or evaluate any proposed amendment to the Master Plan or service agreement, including any adjustment to rates, fees, Maximum Service Charges, or other pricing provisions.

10. Section 6.2.4. entitled “Approvals” is hereby amended to include new language (as provided by underlines) as follows:

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward Tonnage of those members that are present and eligible to vote. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

11. Section 6.5.1. entitled “Quorum” is hereby amended to include new language (as provided by underlines) as follows:

6.5.1. Quorum. A quorum of the Governing Board will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. With respect to the Executive Committee, a quorum will be a majority of the total members voting members, provided that the members comprising the quorum must represent at least one-half of the Broward Tonnage of those Municipal Parties that are members of the Executive Committee. A quorum of the TAC will be a majority of the total voting members of TAC. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

12. The reference to Section 6.2.3, in Section 7.1.2.2 entitled “Adoption of Other Amendments to Master Plan,” is hereby corrected to read “Section 6.2.4.”

13. All other provisions of the ILA remain in full force and effect.

14. **Facilities Amendment Effective Date; Counterparts and Multiple Originals.** This Facilities Amendment will be deemed effective on the first business day after it has been executed by: (i) Municipal Parties representing eighty percent (80%) of the population of the Municipal Parties to the ILA; and (ii) County (“Facilities Amendment Effective Date”). The Facilities Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Notwithstanding the foregoing, this Facilities Amendment shall not become effective unless the Governing Board has first adopted a Master Plan in full compliance with the ILA. The Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, may only

be modified in compliance with Article 16 of the ILA. The Facilities Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Facilities Amendment on the respective dates under each signature on behalf of each Party to this Facilities Amendment, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF
BROWARD COUNTY, FLORIDA**

MUNICIPAL PARTY

MUNICIPALITY: City of Wilton Manors

ATTEST:

By: _____
MAYOR

Elizabeth Garcia-Beckford
CITY CLERK

Scott Newton
Print Name

_____ day of _____, 2026

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

/s/ Kerry L. Ezrol
Kerry L. Ezrol, City Attorney

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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 _____
Attorney's Name (Date)
Senior Assistant County Attorney

By _____
Attorney's Name (Date)
Deputy County Attorney

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

JOINER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Facilities Amendment and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____

**SECOND AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

This Second Amendment (“Second Amendment”) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“ILA”) is entered into by and among Broward County, a political subdivision of the State of Florida (“County”), and the municipalities in Broward County that formally approve this Amendment pursuant to the ILA’s terms and return an executed signature page (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively, the “Parties” and each individually a “Party”).

RECITALS

A. The Parties entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“ILA”) to form an independent entity known as the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“Authority”), which is charged with coordinating regional solid waste disposal and recycling programs pursuant to Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

B. The ILA became effective on August 16, 2023 (“ILA Effective Date”). It requires the adoption of a Facilities Amendment within thirty-six (36) months of the ILA Effective Date as part of the Formation Conditions. A Facilities Amendment, as defined in Section 3.3 of the ILA (“Facilities Amendment”), is currently being considered by the Parties pursuant to that requirement.

C. Section 3.3 of the ILA provides that, to be effective, a Facilities Amendment must be approved by the Broward County Board of County Commissioners and by the governing bodies of municipalities representing at least eighty percent (80%) of the total population of the Municipal Parties to the ILA. Any Municipal Party that fails to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment by August 15, 2026, will be deemed to have withdrawn from the Authority and ILA.

D. The Parties have requested a further amendment to the ILA, to be effective after the Facilities Amendment is effective, that will provide for two options to withdraw from the ILA, one within 45 days after the Executive Committee recommends the award of contracts resulting from the RFP process for yard trash processing, recyclable material processing and municipal solid waste disposal, and the other on August 16, 2048.

E. Those Parties, including the County, that timely deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment are hereinafter referred to as the “Remaining Parties.”

F. The ILA provides in Section 16.1.3., that any amendment to the ILA that substantively modifies any of the provisions, or that concerns any of the subjects listed in such section, will not be

effective unless approved by every Party's elected body. Section 16.1.3.2 lists Article 4 (Duration) as one of the provisions that require approval of every Party to the ILA.

G. The Parties intend for this Second Amendment to be effective after the Facilities Amendment is effective, and thus requires approval by the elected bodies of all of the Remaining Parties, including the County.

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. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the ILA.
2. Section 4.1 of the ILA entitled "Effective Date and Initial Term" is hereby amended as follows (with such deletions set as ~~strikethroughs~~ and such additions set as underlines):

4.1. Effective Date and Initial Term. This Agreement will be effective on the first business day after it has been executed by: (a) Municipal Parties representing at least seventy-five percent (75%) of the population of Broward County; and (b) County ("Effective Date"). This Agreement begins on the Effective Date and continues for a period that ends forty (40) years after the Effective Date ("Initial Term"). Subject to Articles 3 and 17, and except as otherwise provided in this Section 4.1, no Party may terminate or otherwise withdraw from this Agreement during the Initial Term.

4.1.1. Notwithstanding anything to the contrary contained herein, any Municipal Party and the County (solely as to obligations relating to System Waste generated within the unincorporated areas within Broward County, but not with regard to its other rights and obligations under this Agreement and the Facilities Amendment) may withdraw from this Agreement if that governing body adopts a resolution approving the withdrawal of such Party from the Agreement and it is delivered to the Authority within 45 days after the Executive Committee recommends the award of contracts resulting from the RFP process for yard trash processing, recyclable material processing and municipal solid waste disposal, which recommendations shall be made no earlier than October 1, 2027 and no later than November 15, 2027 (which dates may be extended by majority vote of the Governing Board).

4.1.2. Notwithstanding anything to the contrary contained herein, any Municipal Party and the County (solely as to obligations relating to System Waste generated within the unincorporated areas within Broward County, but not with regard to its other rights and obligations under this Agreement and the Facilities Amendment) may withdraw from this Agreement on the date that is twenty-five (25) years after the Effective Date (August 16, 2048), provided that such withdrawing Party's governing body adopts a resolution approving the withdrawal of such Party from the Agreement and it is delivered to the Authority prior to August 16, 2047.

4.1.3. Except for provisions that survive expiration or termination of this Agreement (and with regard to the County’s rights and obligations under this Agreement and the Facilities Amendment other than with regard to commitment of System Waste generated within the unincorporated areas of Broward County, all of which rights and obligations survive County withdrawal from this Agreement), a Party that withdraws from this Agreement pursuant to Section 4.1.1 or 4.1.2 will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or the Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to Section 5.2. If Municipal Parties representing more than 20% of the total population of all of the Municipal Parties withdraw, and the Governing Board determines, by majority vote, that the Authority should no longer continue in existence, then this Agreement will terminate on a date set by the Governing Board and the provisions of Article 21 relating to Wind Down of Authority will be followed.

3. All other provisions of the ILA, as amended by the Facilities Amendment, remain in full force and effect.

4. **Second Amendment Effective Date; Counterparts and Multiple Originals.** This Second Amendment will be deemed effective on the later of August 17, 2026, or the first business day after it has been executed and delivered to the Authority by all of the Remaining Parties as of August 16, 2026, including the County (“Second Amendment Effective Date”). This Second Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment on the respective dates under each signature on behalf of each Party to this Second Amendment, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

**SECOND AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

MUNICIPAL PARTY

MUNICIPALITY: City of Wilton Manors

ATTEST:

By: _____
MUNICIPAL MAYOR

Elizabeth Garcia-Beckford
MUNICIPAL CLERK

Scott Newton

Print Name

____ day of _____, 2026

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

/s/ Kerry L. Ezrol
Kerry L. Ezrol, Municipal Attorney

**SECOND AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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 _____
Attorney's Name (Date)
Senior Assistant County Attorney

By _____
Attorney's Name (Date)
Deputy County Attorney

**SECOND AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

JOINDER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Amendment and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____



Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, June 23, 2026

From: Elizabeth Beckford, City Clerk

Prepared by: Patricia Staples, Assistant City Clerk

- (a) **Subject: Resolution No. 2026-038:** *(City Clerk)*
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPOINTING THREE (3) MEMBERS TO THE PARKS AND RECREATION ADVISORY BOARD OF THE CITY OF WILTON MANORS, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
- (b) **City Manager Recommendation:**
- (c) **Report In Brief:** Resolution No. 2026-038 appoints three members to the Parks and Recreation Advisory Board
- (d) **Discussion:** The terms of office for John Fiore, Robert Hadley, and Helena Hantzes will expire on July 1, 2026. Each member has been informed of their expiring term. Applications have been submitted for consideration for reappointment to the board. These positions were advertised through various channels, including the Town Crier, direct emails, multiple organizations, neighborhood associations, and city facilities.
- (e) **Strategic Plan Consistency:** Goal D: Cultivate efficient and high-performing government, KPI 4, Achieve greater diversity on city boards and committees
- (f) **Concurrences:**
- (g) **Fiscal Impact:**
- (h) **Alternatives:** Do not appoint from the listed applicants
- (i) **Attachments:**
1. 2026-038 RESO Appointing 3 Members to the Parks and Recreation Advisory Board
 2. PRAB Applicants
 3. PRAB List 2025

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RESOLUTION NO. 2026-038

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPOINTING THREE (3) MEMBERS TO THE PARKS AND RECREATION ADVISORY BOARD OF THE CITY OF WILTON MANORS, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Wilton Manors, Florida deems it beneficial to appoint three (3) members to the Parks and Recreation Advisory Board of the City of Wilton Manors, Florida.

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

Section 1. The foregoing “WHEREAS” clause is hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution.

Section 2. Pursuant to Chapter 2, Article III, Section 2-42 of the Code of Ordinances of the City of Wilton Manors, Florida creating and establishing a Parks and Recreation Advisory Board and establishing terms of the members of the Parks and Recreation Advisory Board of the City of Wilton Manors, the following people are hereby appointed to said Board for the terms set out below commencing on July 2, 2026:

- _____ (Term Expires July 1, 2028)
- _____ (Term Expires July 1, 2028)
- _____ (Term Expires July 1, 2028)

Print

Parks and Recreation Advisory Board - Submission #6260

Date Submitted: 5/4/2026

Instructions

Interested in being a member of this board? Follow these steps: 1. Read the authorizing legislation 2. Review the materials on the Parks and Recreation Advisory Board webpage. 3. Attend a Parks and Recreation Advisory Board meeting (quarterly on the third Thursday at 6:30pm) 4. Submit the application and include your resume. All applications will expire on December 31st of each year. Applicants are responsible for reaching out to Clerk's office to ensure the application is still on file, and if they would like their application to be considered for other Board vacancies.

Read the Board's authorizing legislation

[Here's the link to the Recreation Advisory Board authorizing legislation. City Code Art. III, Div. 5](#)

Check out the Boards web page

[Recreation Advisory Board web page](#)

Date

5/4/2026

First Name

John

Last Name

Fiore

Email Address

jrfiorefla@gmail.com

Alternate Email Address

jrfiorefla@gmail.com

Phone Number

954-564-3821

Alternate Phone Number

954-478-6019

Address1

2845 NE 17 Ave

Address2

City

Wilton Manors

State

FL

Zip

33334

Which area of the City do you reside?

East ▼

The City will strive to achieve representation from all geographic areas of the City on its Boards

Length of Residence in Wilton Manors

Years*

57

Months*

9

Proof of Identity *

Driver License Number.docx

Please upload a copy of proof of identity (drivers' license, state id or passport)

OPTIONAL: Do you consider yourself to be a member of a community or group of people who are underrepresented? If yes, please identify:

No

Description of Qualifications

I was the Planner for the Broward County Parks and Recreation Division for 31 Years, and have served on the Board for years.

Please provide a brief statement outlining your qualifications to serve on the Board

Resume or CV

RESUME 2024.pdf

Upload your resume here.

Graduated from Island City University

- Yes
- No

Where did you hear about this Board Opportunity?

I am the current Chair of the Parks and Recreation Advisory Board

Disclosures

Please answer yes or no. If yes, please provide a full explanation in the space provided.

Relatives*

No

Do you have any relatives currently employed by the City of Wilton Manors?

Conflicts*

No

Are you aware of any potential conflict of interest that may arise from your serving on City of Wilton Manors boards and committees?

Code Compliance*

No

If you own property in the City of Wilton Manors, do you have any pending code violations and/or unpaid code fines related to such property?

Relationship with Parks and Recreation Advisory Board Members*

No

Do you have a relationship with any other Parks and Recreation Advisory Board member?

Delinquency*

No

Do you have any unpaid or delinquent accounts, water bills, etc. owed to the City of Wilton Manors?

Felony*

No

Have you been convicted of a felony in the last 15 years, or have any felony charges pending?

Final Disclosure*

I have had the honor to serve on the Parks and Recreation Advisory Board since 2017 to help the City provide our residents the best park facilities and services for them to enjoy.. I look forward to continuing you.

Is there anything else you would like to disclose?

Certifications*

Please affirm and acknowledge that you understand and agree to the following (mark each box):

- I have read Sec. 2-151, creating the Parks and Recreation Advisory Board, and understand the responsibilities, requirements and rights of the Parks and Recreation Advisory Board.
- I have read and understand the attendance policies.
- I understand that in accordance with Florida Sunshine Law, this information becomes public record and may be subject to public review.
- If appointed, I agree to faithfully and fully perform the duties of my appointment, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City.
- If appointed, I agree to faithfully comply with all laws and ordinances of Broward County, State of Florida, particularly those pertaining to the standards of conduct for public officers.
- I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida statutes.
- Misrepresentation of any information or qualifications given on this application may cause automatic removal from this Board.

Civility Statement*

The following Civility Statement has been set by the City to ensure a respectable exchange among residents and the City. The statement is a pledge of commitment to the following principles for civility: Respect the right of all Americans to hold different opinions Avoid rhetoric intended to humiliate, delegitimize or question the patriotism of those whose opinions are different from ours Strive to understand the differing perspectives Choose words carefully Speak truthfully without accusation and avoid distortion Speak out against violence prejudice and incivility In all forms whenever and wherever they occur

I Agree

Next Steps

After submitting your application, call the Wilton Manors City Clerk. They will let you know when the City Commission will consider the candidates for appointment to vacancy. Plan on speaking briefly at the Commission meeting about your desire to serve and qualifications. City Clerk's Office 954-390-2128.

RESUME

John R. Fiore
2845 N.E. 17 Avenue
Wilton Manors, Fl. 33334
(954) 564-3821

EMPLOYMENT:

Broward County Parks & Recreation Division, Ft. Lauderdale, Fl.

Assistant Planner, 1989 to 1993, Associate Planner, 1993 to 2015, Planner 2015 to 2019.
Liaison – Broward County Marine Advisory Committee 1989 - 2019

Broward County Planning Council, Ft. Lauderdale, Fl.

Senior Planning Technician, 1977 to 1983

Duties: Review plats and site plans for consistency with Comprehensive Land Use Plan, and County Trafficways Plan.

COMMUNITY SERVICE

City of Wilton Manors, Wilton Manors, Fl.

Mayor, 2000 to 2002

Councilman, 1988 to 1990, and 1992 to 1998

Vice Mayor, 1990 to 1992, and 1998 to 2000

City of Wilton Manors, Wilton Manors, Fl.

Planning & Zoning Board, 1979 to 1982, Vice Chairman 1981-1982; Member 2002 to 2003.

Parks and Recreation Advisory Board 2004 to 2021, Vice Chair: 2007 to 2017, Chair 2020 to 2021, 2022 to Present.

Library Advisory Board 2022 to Present.

Broward County, Fl.

Marine Advisory Committee, Member, 2019 to 2023, Chair 2021 to present.

EDUCATION:

Institute of Police Technology and Management

Basic Marine Law Enforcement Operations, Graduated 2011

Advanced Marine Law Enforcement Operations, Graduated 2015

Florida League of Cities, Executive Leadership Program

St. Petersburg and Orlando, Graduated 1996

Nova University, Institute of Oceanography, Dania Beach, Fl.

Masters of Science, Coastal Zone Management, 1984

University of South Florida, Tampa, Fl.

Bachelors of Arts, Environmental Geography/Urban Planning, Graduated 1976

Broward Community College, Davie, Fl.

Associate of Arts, Journalism

ASSOCIATIONS

Broward League of Cities, President 2000 - 2001, First Vice President 1999 - 2000, Second Vice President 1998, Secretary 1997, Executive Committee 1997 thru 2002, Board of Directors 1994 - 2002. Honorary Lifetime Member

Broward League of Cities, Chair, Legislative Action Committee, 1996 thru 1999, Member 2000

Broward League of Cities, Member Appointments Committee, 2002 - 2003.

Broward League of Cities, Chair, Technology Committee 1998 - 1999.

Broward League of Cities, Chair, Census 2000 Committee 1999 - 2000.

Broward League of Cities, Chair, Vision 2000, Public Information Planning Committee, 2000.

Broward League of Cities, Member, Metropolitan Planning Organization Committee 1998.

Broward League of Cities, Chair, Political Endorsements Committee, 2000, Member 1996 - 1998.

Broward League of Cities, Member, Finance Committee, 1998 thru 2002.

Broward League of Cities, Chair, Water and Beaches Committee, member 1998 thru 2000.

Broward City/County Liaison Committee, Alternate Member 1998 thru present.

Florida League of Cities, Executive Committee, 2000 to 2002

Florida League of Cities, Board of Directors, 1996 thru 2002

Florida League of Cities, Member 2000
Resolutions Committee

Florida League of Cities, Member 2000
Advocacy Committee

Florida League of Cities, Member 2000
Legislative Committee

Florida League of Cities, Vice-Chairman, 1992 - 1997
Environmental Quality Standing Committee

Florida League of Cities, Member 1998
Preservation 2000 Committee

National League of Cities, Member, 1988 to 1994 and 1998 to 2002.

Gold Coast League of Cities, Vice President, Member, 1997 to 2002.

Southern Municipal Leadership Association, Member 2000 to 2001.

Broward County Clerk of the Court, Howard Forman, Transition Team, Member, 2003

Broward County Community Cultural Planning Steering Committee, Member 2010 to 2015

Broward County Manatee Protection Committee 1996 to 2019

Marine Industries Association of South Florida, Master Plan Committee, Member, 1999 to 2006.

Marine Industries Association of South Florida, Master Plan, Intergovernmental Coordination Committee Chair, 2001 to 2006.

Marine Industries Association of South Florida, Master Plan, Finance Committee, Member. 2005

Marina Mile 84 Association, Member 1995 to 2007.

South Florida Senior Games, Executive Committee, 1996 to 2005.

Wilton Manors Friends of the Library, Member

Wilton Manors Historical Society, Member

Wilton Manors Elementary School PTA, Member, 1990 to 2002

Wilton Manors Adopt-A-Park Program - Colohatchee Park Boat Ramp

Wilton Manors Business Association - Ex-Officio Board Member, 2000 to 2002

Wilton Manors Fraternal Order of Police Auxiliary, Former Member

Wilton Manors Citizens Emergency Response Team – Past Member

Wilton Manors East Homeowners Association: President, Vice President, Secretary and Board of Directors Member since 2002. Currently President.

Save East Wilton Manors, Inc. – President

Wilton Manors National Night Out – Host, 2009 to 2014

Fort Lauderdale Children's Theater, Executive Board of Directors, 1996-2000

Public Theater of South Florida, Inc., Executive Committee, 1996-2000

The Broward Alliance Film and Television Commission, Member, 1996 to 2002

Island City Foundation, Inc., President 2000 thru 2002, Vice President 1998 thru 2000, Board of Directors 1996 thru 2000.

Southeast Florida Regional Greenways Task Force, Member

Broward Urban River Trails, Coordinating Council Member

Broward Urban River Trails, Environmental History Steering Committee

Broward County Waterway Cleanup - 32-year participant

National Recreation and Parks Association, Member 2004-2009

Great Florida Cleanup - 25-year participant

American Planning Association, Past Member

Port Everglades Waterways Management Advisory Committee, Member

Port Everglades Harbor Safety Committee, Member

Coastal Education and Research Foundation, Inc., Member

Olivewood Condominium Association, President 2002 thru 2005, Treasurer 2005 thru 2006, Secretary, 2007 to 2016. Currently a Board Member

Broward County Cultural Affairs Council, Member 2000

Broward County Complete Streets Committee – Member 2013 – 2015

Broward County Plat and Site Plan Review Committee – 1977 – 1982, and 1989 to 2019

Poverello Aids Food Bank, Fund Raiser, 1990 - 2002

South Florida Depression Glass Club, Inc.; President, 2002 to 2008, 2009 to 2011, and 2015 to 2019. Vice President 2008 to 2009, Current member.

56 Year Resident of Wilton Manors.

Print

Parks and Recreation Advisory Board - Submission #6264

Date Submitted: 5/6/2026

Instructions

Interested in being a member of this board? Follow these steps: 1. Read the authorizing legislation 2. Review the materials on the Parks and Recreation Advisory Board webpage. 3. Attend a Parks and Recreation Advisory Board meeting (quarterly on the third Thursday at 6:30pm) 4. Submit the application and include your resume. All applications will expire on December 31st of each year. Applicants are responsible for reaching out to Clerk's office to ensure the application is still on file, and if they would like their application to be considered for other Board vacancies.

Read the Board's authorizing legislation

[Here's the link to the Recreation Advisory Board authorizing legislation. City Code Art. III, Div. 5](#)

Check out the Boards web page

[Recreation Advisory Board web page](#)

Date

5/6/2026

First Name

Robert

Last Name

Hadley

Email Address

rjrhadley@gmail.com

Alternate Email Address

rjrhadley@gmail.com

Phone Number

9546968124

Alternate Phone Number

Address1

1920 Northeast 1st Terrace

Address2

110H

City

Wilton Manors


State

FL

Zip

33305

Which area of the City do you reside?

Central 

The City will strive to achieve representation from all geographic areas of the City on its Boards

Length of Residence in Wilton Manors

Years*

13

Months*

4

Proof of Identity *

fl dl 4 2026.jpg

Please upload a copy of proof of identity (drivers' license, state id or passport)

OPTIONAL: Do you consider yourself to be a member of a community or group of people who are underrepresented? If yes, please identify:

Description of Qualifications

Not only have I served on Parks and Recreation board it's been as co chair. Prior to that I served on Community Affairs Advisory Board moving from member to co chair and finally chair. Its my belief that continuity plays a healthy part of any board thus my application to be re appointed. I'm deeply committed to our Island City. Even my employment with events in Wilton Manors that often are in our parks I know to care for them. Most of the motions to noniate employee of the quarter were made by myself as Ive tried to know our LS staff over the years

Please provide a brief statement outlining your qualifications to serve on the Board

Resume or CV

No file chosen

Upload your resume here.

Graduated from Island City University

- Yes
- No

Where did you hear about this Board Opportunity?

currently on board

Disclosures

Please answer yes or no. If yes, please provide a full explanation in the space provided.

Relatives*

no

Do you have any relatives currently employed by the City of Wilton Manors?

Conflicts*

no

Are you aware of any potential conflict of interest that may arise from your serving on City of Wilton Manors boards and committees?

Code Compliance*

no

If you own property in the City of Wilton Manors, do you have any pending code violations and/or unpaid code fines related to such property?

Relationship with Parks and Recreation Advisory Board Members*

no

Do you have a relationship with any other Parks and Recreation Advisory Board member?

Delinquency*

no

Do you have any unpaid or delinquent accounts, water bills, etc. owed to the City of Wilton Manors?

Felony*

no

Have you been convicted of a felony in the last 15 years, or have any felony charges pending?

Final Disclosure*

no

Is there anything else you would like to disclose?

Certifications*

Please affirm and acknowledge that you understand and agree to the following (mark each box):

- I have read Sec. 2-151, creating the Parks and Recreation Advisory Board, and understand the responsibilities, requirements and rights of the Parks and Recreation Advisory Board.
- I have read and understand the attendance policies.
- I understand that in accordance with Florida Sunshine Law, this information becomes public record and may be subject to public review.
- If appointed, I agree to faithfully and fully perform the duties of my appointment, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City.
- If appointed, I agree to faithfully comply with all laws and ordinances of Broward County, State of Florida, particularly those pertaining to the standards of conduct for public officers.
- I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida statutes.
- Misrepresentation of any information or qualifications given on this application may cause automatic removal from this Board.

Civility Statement*

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I Agree

Next Steps

After submitting your application, call the Wilton Manors City Clerk. They will let you know when the City Commission will consider the candidates for appointment to vacancy. Plan on speaking briefly at the Commission meeting about your desire to serve and qualifications. City Clerk's Office 954-390-2128.

Robert J. Hadley

1017 ne 23rd Drive, Wilton Manors FL 33305

rjrhadley@gmail.com

Education

Loyola University OF CHICAGO 1985

Bachelor of Science, Psychology

Episcopal Divinity School, Cambridge MA 2017

Master of Divinity

Employment History

Broward House

Care Guide

2019 to Present

Performed HIV and STI testing along with related counseling.
Educational forums/workshops presented to recovery groups, schools, faith organizations, etc.

HotSpots Media/Events

Event Specialist

2014 to Present

HotSpots Media/Events produces a magazine with a massive online presence. They also produce events though out the year. My role as an event specialist is to make sure those events are run well and smoothly. I prepare event spaces, work with vendors and exhibitors to make sure they are satisfied. I also manage volunteers through placement and training. On the media side of HotSpots I do some photography. Our events include the annual Wilton Manors Stonewall Pride and monthly Art Walk.

Intercruises

Port Services

2014-2019

Maintained passage of cruise passengers at Port Everglades
Kept confidential check in information for passengers.

Pride Center in Equality Park

Health Educator

2010-2014

Discern client needs through active listening.
Provide safer change methods.
Kept apprised of changes in public health information and dispersed that knowledge.
Used personal touch to be able to work with a variety of clients.

Center on Halsted

Operations

2007-2010

Welcomed over 1000 people a day on property or via phones.
Meeting room set up,
Theater sound/lighting

Achievements

- Eagle Scout
- Competent Communicator Toastmasters International

Certifications

Red Cross CPR 2010, refresher course Sept 2017

Volunteer

Broward Center for Performing Arts **2001-Present**

Usher - assisting patrons attending performances.

Community Affairs Advisory Board chair **2015-Present**

Through "CAAB" I work with members, citizens, and staff to help create a better city through programs and events.

Print

Parks and Recreation Advisory Board - Submission #6289

Date Submitted: 6/5/2026

Instructions

Interested in being a member of this board? Follow these steps: 1. Read the authorizing legislation 2. Review the materials on the Parks and Recreation Advisory Board webpage. 3. Attend a Parks and Recreation Advisory Board meeting (quarterly on the third Thursday at 6:30pm) 4. Submit the application and include your resume. All applications will expire on December 31st of each year. Applicants are responsible for reaching out to Clerk's office to ensure the application is still on file, and if they would like their application to be considered for other Board vacancies.

Read the Board's authorizing legislation

[Here's the link to the Recreation Advisory Board authorizing legislation. City Code Art. III, Div. 5](#)

Check out the Boards web page

[Recreation Advisory Board web page](#)

Date

5/20/2026

First Name

Helena

Last Name

Hantzes

Email Address

xavtzn@aol.com

Alternate Email Address

xavtzn@aol.com

Phone Number

3054018156

Alternate Phone Number

Address1

308 NW 26 COURT

Address2

City

WILTON MANORS


State

FL

Zip

33311

Which area of the City do you reside?

West 

The City will strive to achieve representation from all geographic areas of the City on its Boards

Length of Residence in Wilton Manors

Years*

11

Months*

1

Proof of Identity *

Drivers License 1.jpg

Please upload a copy of proof of identity (drivers' license, state id or passport)

OPTIONAL: Do you consider yourself to be a member of a community or group of people who are underrepresented? If yes, please identify:

I am a 72 year old lesbian.

Description of Qualifications

Good Evening, By way of Introduction, my name is Helena Hantzes. I reside at 308 NW 26 Court in Wilton Manors. I am seeking re-appointment to the Parks and Leisure Services.Advisory Board. Free Parks, Education, and Libraries are the great equalizers in our society. No matter what circumstances you are born into, you have these opportunities and access available to you. This Wilton Manors Department keeps us connected with nature, play, entertainment, and community building activities. These programs and activities invite all parts of the community to participate. In addition to attending the Advisory Board meetings, I do volunteer for the Glow Pickleball Events, Veterans Day, and other events that the Parks and Leisure Services Department have. I utilize the parks and bring concerns that the residents may have to the Board Meetings. I have helped organizations through the permitting process for their events. Realizing that the City cannot cover every want and need despite the best efforts, I founded Friends of Wilton Manors Parks. In collaboration, and under the direction of Director Parks, and Assistant Director Woytko, we have launched our Beautification Series, and submitted Grant Applications. It would be a continued honor to serve on the Advisory Board. I do appreciate being part of meeting the needs of our residents. Participating in the recommendations to the Mayor and Commissioners, is also of great importance to me. Thank you, Helena

Please provide a brief statement outlining your qualifications to serve on the Board

Resume or CV

No file chosen

Upload your resume here.

Graduated from Island City University

Yes

No

Where did you hear about this Board Opportunity?

City Officials

Disclosures

Please answer yes or no. If yes, please provide a full explanation in the space provided.

Relatives*

No

Do you have any relatives currently employed by the City of Wilton Manors?

Conflicts*

No

Are you aware of any potential conflict of interest that may arise from your serving on City of Wilton Manors boards and committees?

Code Compliance*

No

If you own property in the City of Wilton Manors, do you have any pending code violations and/or unpaid code fines related to such property?

Relationship with Parks and Recreation Advisory Board Members*

No

Do you have a relationship with any other Parks and Recreation Advisory Board member?

Delinquency*

No

Do you have any unpaid or delinquent accounts, water bills, etc. owed to the City of Wilton Manors?

Felony*

No

Have you been convicted of a felony in the last 15 years, or have any felony charges pending?

Final Disclosure*

No

Is there anything else you would like to disclose?

Certifications*

Please affirm and acknowledge that you understand and agree to the following (mark each box):

- I have read Sec. 2-151, creating the Parks and Recreation Advisory Board, and understand the responsibilities, requirements and rights of the Parks and Recreation Advisory Board.
- I have read and understand the attendance policies.
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- If appointed, I agree to faithfully and fully perform the duties of my appointment, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City.
- If appointed, I agree to faithfully comply with all laws and ordinances of Broward County, State of Florida, particularly those pertaining to the standards of conduct for public officers.
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I Agree

Next Steps

After submitting your application, call the Wilton Manors City Clerk. They will let you know when the City Commission will consider the candidates for appointment to vacancy. Plan on speaking briefly at the Commission meeting about your desire to serve and qualifications. City Clerk's Office 954-390-2128.

Helena Hantzes

308 NW 26th Court
Wilton Manors, FL. 33311
Telephone: 305-401-8156

EDUCATION

BARRY UNIVERSITY, Miami Shores, FL.

MA. Theology, May 2006.

BARRY UNIVERSITY, Miami Shores, FL.

BA. Liberal Studies, March 2004.

AWARDS

Selected by Go! Magazine as 1 of “ 100 Women We Love”
2016, for community service.

Awarded multiple Outstanding Performance Awards,
Department of Homeland Security.

Recipient of several Project Ingenuity recognitions for ideas
submitted for the betterment of Department Of Homeland
Security.

Chosen by superiors to be a Peer Support Counselor, in order to
assist colleagues with stress related issues, Department of
Homeland Security.

Chairperson, Combined Federal Campaign, (United Way),
Department of Homeland Security.

Regional selectee for United States Citizenship and Immigration Service Director's Award.

PRESENTATIONS

Presented various topics to large groups of colleagues on Immigration Law.

Frequently educated south Florida residents on Immigration Law at community events.

TEACHING AND ADVISING EXPERIENCE

As a field office trainer, mentored new employees at Department of Homeland Security, United States Citizenship and Immigration Services.

Password Issuance and Control System (Pics) Officer for the Department of Homeland Security, Oakland Park Field Office, that required the maintenance and verifications of all employee computer access records utilizing multiple programs.

Since 2003- current, volunteer coach and organizer of a recreational basketball association, tailored towards players of all ages, sizes, and skill levels.

Since 2020-current, Member of the City of Wilton Manors Leisure and Recreation Advisory Board.

Since February of 2021-current, volunteer coach and organizer of a recreational pickleball association, tailored towards players of all ages, sizes, and skill levels.

REFERENCES

Sherecia Bryan
Section Chief
United States Citizenship and Immigration Services
Telephone: (305) 527-7150

Deborah Coleman
Territory Manager, RezCor
Telephone: (305) 753-2787

**PARKS & RECREATION ADVISORY BOARD
 JULY, 2025
 TWO-YEAR TERM OF OFFICE/SEVEN (7) MEMBERS**

	<u>TERM EXPIRES</u>	<u>ORIGINAL APPT.</u>
ROGER CRUTTENDEN 1806 NE 27 TH STREET WILTON MANORS, FL. 33306 HOME/CELL: 1-315-491-8369 EMAIL: roger.cruttenden@gmail.com Reside: Eastside Area	JULY 1, 2027	6/13/23
MARK BEIGAY 605 NE 28 TH STREET WILTON MANORS, FL. 33334 HOME/CELL: 1-386-847-2077 EMAIL: markebeigay1@yahoo.com Reside: Central Area	JULY 1, 2027	6/24/25
CHRISTOPHER RESTREPO 918 NE 28 TH STREET WILTON MANORS, FL 33334 HOME/CELL: 954-881-8750 EMAIL: christopher.restrepo@gmail.com Reside: Central Area	JULY 1, 2027	6/24/25
FRANK WHITAKER 2817 NW 7 TH AVENUE WILTON MANORS, FL. 33311 HOME/CELL: 1-386-235-0064 EMAIL: fewhitaker@gmail.com Reside: Westside Area	JULY 1, 2027	6/24/25
ROBERT HADLEY 1920 NE 1 ST TERRACE, 110H WILTON MANORS, FL. 33305 HOME/CELL: 954-696-8124 EMAIL: Rjrhadley@gmail.com Reside: Central Area	JULY 1, 2026	6/25/24

RECREATION ADVISORY BOARD
 JULY, 2025
 TWO-YEAR TERM OF OFFICE

HELENA HANTZES 308 NW 26 th COURT WILTON MANORS, FL. 33311 HOME/CELL: 305-401-8156 EMAIL: xavtzn@aol.com Reside: Westside Area	JULY 1, 2026	6/23/2020
JOHN FIORE 2845 NE 17 th AVENUE WILTON MANORS, FL. 33334 HOME/CELL: 954-564-3821 EMAIL: jfiorefla@gmail.com Reside: Eastside	JULY 1, 2026 CHAIR	7/12/2022
MICHELLE PARKS STAFF LIAISON 2020 WILTON DRIVE WILTON MANORS, FL 33305 WORK: 954-390-2108 EMAIL: mparks@wiltonmanors.com		

UPDATED 6/25/25



Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, June 23, 2026

From: Darren Brodsky, Assistant Chief of Police

Prepared by: Darren Brodsky

(a) Subject: Resolution No. 2026-039: (Police)

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 REVOCABLE LICENSE AGREEMENT WITH BROWARD COUNTY RELATED TO THE INSTALLATION OF A LAW ENFORCEMENT SURVEILLANCE SYSTEM WITHIN THE COUNTY'S RIGHT-OF-WAY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

(b) City Manager Recommendation:

(c) Report In Brief: Approval of Resolution 2026-039 authorizes the execution of a Revocable License Agreement between the City of Wilton Manors and Broward County, granting the City permission to install, operate, and maintain the final Flock Safety License Plate Reader camera associated within Broward County jurisdiction.

(d) Discussion:

The Wilton Manors Police Department, as a part of the City's Flock Safety License Plate Reader (LPR) camera implementation project, is seeking Commission approval of the proposed Revocable License Agreement (RLA) to install one (1) additional LPR camera on southbound Andrews Avenue southbound in the 2000 block.

Because this portion of the roadway is within the jurisdiction and control of Broward County, the County requires the execution of a RLA granting the City permission to install, operate, and maintain a law enforcement surveillance camera system at this location.

During the review process, Broward County denied the City's requested revisions to the indemnification and sovereign immunity provisions within the RLA. As a result, the agreement does not contain language limiting liability to the sovereign immunity caps set forth in Section 768.28, Florida Statutes.

The Wilton Manors Police Department requests approval of the proposed RLA in its current form to allow for the installation of the final LPR camera associated with the City's Flock Safety implementation project. The public safety benefits provided by the LPR system are believed to

outweigh the potential risks associated with the agreement.

- (e) **Strategic Plan Consistency:** Goal C. Enhance Quality of Life and Livability
Objective 2. Support Proactive Public Safety
- (f) **Concurrences:**
- (g) **Fiscal Impact:** There is no additional cost to the City. Funds for the License Plate Reader Program are already allocated in the Contractual Services budget for FY2025-26.
- (h) **Alternatives:**
- (i) **Attachments:**
 1. 2026-039 RESO Approving RLA with Broward County for LES System
 2. Wilton Manors RLA-LES System (250612747) Final version

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RESOLUTION NO. 2026-039

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 REVOCABLE LICENSE AGREEMENT WITH BROWARD COUNTY RELATED TO THE INSTALLATION OF A LAW ENFORCEMENT SURVEILLANCE SYSTEM WITHIN THE COUNTY’S RIGHT-OF-WAY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

12 **WHEREAS**, the City Commission of the City of Wilton Manors, Florida, deems
13 it to be in the best interests of the public to execute the Revocable License Agreement
14 with Broward County related to the installation of a law enforcement surveillance system
15 within the county’s right-of-way.

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

18 **Section 1.** The “WHEREAS” clause set forth above is true and correct and
19 incorporated herein by this reference.

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

23 **Section 3.** The City Manager and City Attorney are authorized to finalize this
24 approved draft, and make minor non-substantial changes or changes requested by Broward
25 County. Once finalized, the proper City Officials of the City of Wilton Manors are hereby
26 authorized and directed to execute said Agreement.

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



**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
CITY OF WILTON MANORS
(INSTALLATION WITHIN COUNTY RIGHT-OF-WAY)**

This Revocable License Agreement (“Agreement”) between Broward County, a political subdivision of the State of Florida (“County”), and City of Wilton Manors, a municipal corporation organized and existing under the laws of the State of Florida (“City”) (each a “Party” and collectively referred to as the “Parties”), is entered into and effective as of the date this Agreement is fully executed by the Parties (the “Effective Date”).

RECITALS

A. The revocable license area as set forth in **Exhibit A** (“Revocable License Area”) is a right-of-way area located on North Andrews Avenue.

B. County owns and controls the Revocable License Area and the portions of North Andrews Avenue that appear in Exhibit A, all of which lie within the jurisdictional boundaries of City.

C. City seeks, and County is amenable to, City’s nonexclusive access and use of the Revocable License Area to install, operate, and maintain a law enforcement surveillance system (“LES System” as further detailed in **Exhibit B**), subject to the conditions of use and special technical provisions (“Conditions of Use” and “Special Technical Provisions,” as further detailed in **Exhibits C and D**, respectively).

D. The LES System will benefit the residents of both County and City.

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

ARTICLE 1. DEFINITIONS

1.1. **Approved Plans** means the construction and installation documents and specifications depicting and defining the LES System, including all equipment to be installed in the Revocable License Area as referenced in the plans submitted to and approved in writing by the Division Director, or written designee, and filed under Project Reference Number 250612747.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Contract Administrator** means the Director of the Broward County Traffic Engineering Division, or written designee.

1.4. **Division** means the Broward County Highway Construction and Engineering Division.

1.5. **Signalization Equipment** means the collection of electronic traffic signal equipment, traffic signal support infrastructure, signal communications infrastructure, and all other above-

ground or underground accessory equipment necessary for the full and safe operation of the traffic signal, which is operated and maintained by County's Traffic Engineering Division.

1.6. **Traffic Engineering** means the Broward County Traffic Engineering Division.

ARTICLE 2. GRANT OF REVOCABLE LICENSE

2.1. County hereby grants to City a revocable license for the limited, nonexclusive access and use of the Revocable License Area solely for the purposes of installing, operating, and maintaining the LES System, subject to the Conditions of Use and Special Technical Provisions, and taking other actions as may be required by this Agreement. The LES System must meet County's Minimum Standards Applicable to Public Right-of-Way Under Broward County Jurisdiction as described in Section 31.1, Exhibit 31.A, of the Broward County Administrative Code.

2.2. Other than for the purposes identified in this Agreement, City may not use the Revocable License Area for any other purpose whatsoever without written amendment of this Agreement executed with the same formalities as this Agreement. City may not use or permit the Revocable License Area to be used in any manner that will violate the terms of this Agreement or any law, administrative rule, or regulation of any applicable governmental entity or agency.

2.3. County retains full and unrestricted access to the Revocable License Area at all times.

2.4. County reserves the right to lease and/or license other portions of the Revocable License Area to other parties for any purpose, including, but not limited to, communications transmitting or receiving sites.

2.5. Throughout the duration of this Agreement, and notwithstanding any other term or condition of this Agreement, County retains the right in its sole discretion to modify, reconfigure, improve, convey, or abandon the Signalization Equipment and the Revocable License Area, and to make any improvements thereon. Specifically, City acknowledges and agrees that the Signalization Equipment, roadway, right-of-way area, and/or the Revocable License Area may be temporarily or permanently reconfigured, modified, or moved by County or its agents at any time without any liability to City. County will provide City with at least thirty (30) days' written notice of any such modification to the Revocable License Area to allow City to remove or relocate the LES System, which removal or relocation shall be at City's sole expense.

2.6. This Agreement is merely a right to access and use and grants no estate in the Revocable License Area to City or any other party.

ARTICLE 3. CITY'S OBLIGATIONS

3.1. City shall make application to the Division for a permit to install the LES System as set forth in the Approved Plans. City may not proceed with the installation of the LES System until all required permits have been issued and all permit conditions for commencement of the installation have been satisfied.

3.2. City shall ensure that the LES System is installed in compliance with all applicable federal, state, and local laws, regulations, and codes.

3.3. City may not make any alterations to any previously permitted and installed LES System without first obtaining a permit from the Division and the written approval from the Contract Administrator for such alterations.

3.4. City shall install the LES System at its own expense and in full accordance with the Approved Plans and to the Contract Administrator's satisfaction. City shall notify Traffic Engineering as specified in Exhibit B to schedule the installation of the LES System.

3.5. Following City's installation of the LES System and County's approval of same (as set forth in Article 4), City shall provide County with signed and sealed certified as-built drawings for all work performed as set forth in the Approved Plans.

3.6. City shall operate and maintain the LES System at its own expense and in accordance with the requirements set forth in this Agreement.

3.7. If City takes any action or makes any omission that causes or results in alteration or damage to County property, City shall, at its own expense, restore such property to its condition before the alteration or damage. If City fails to make such restoration within thirty (30) days after County's request, County may make the restoration and invoice City for the costs thereof. City shall pay such invoice within thirty (30) days after receipt.

3.8. If City takes any action or makes any omission that causes or results in alteration to the Revocable License Area, which alteration is not specified in the Approved Plans, City shall, at its own expense, restore the Revocable License Area to its condition before the alteration was made, or to such condition as approved in writing by the Contract Administrator. If City fails to make such restoration within thirty (30) days after County's request, County may make the restoration and invoice City for the costs thereof. City shall pay such invoice within thirty (30) days after receipt.

3.9. In furtherance of Sections 3.7 and 3.8, if any alteration, restoration, or repair performed by City results in a malfunction or outage of any part of the Signalization Equipment, City shall be responsible for all costs associated with the emergency response and repair, including costs associated with any emergency contractors retained by Traffic Engineering to perform the repair, and County shall invoice City for the costs thereof. City shall pay such invoice within thirty (30) days after receipt.

3.10. If the LES System is serviced by any utilities (including but not limited to electricity, water, sewage, or gas), City shall be solely responsible for the cost of such utilities and shall establish its own billing account directly with each utility company.

3.11. City shall reimburse County for all project-specific administration, on-site supervision, and inspection services related to the installation, alterations, restorations, or repairs of the LES System, and for any cost resulting from public records requests or subpoena of County staff for deposition or court testimony related to this Agreement or City's use of its LES System, in accordance with Exhibit C.

3.12. City shall provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Article 7 of this Agreement), of any condition

in the Revocable License Area that might present a risk of damage to the Revocable License Area or adjacent property or might pose a risk of injury to any person. City shall contact the appropriate emergency services (fire rescue, police, Florida Power & Light, etc.) immediately upon identification of any potential risk of injury to any person and shall keep a written record of all contact made, including the person(s) with whom City has communicated.

3.13. City shall also provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Article 7 of this Agreement), of any damage to the Revocable License Area or any injury to any person in the Revocable License Area.

3.14. City shall provide County with an annual report, due within thirty (30) days after the end of each yearly term of this Agreement, with details on the usage, effectiveness, and statistical law enforcement outcomes of the LES System. Statistical summaries of acquired LES System data may be incorporated as part of the annual report as long as personal privacy is preserved.

3.15. City may retain a third party to install and/or perform the maintenance obligations on the LES System. If City retains a third party for such purpose(s), City shall enter into a written contract with the third party under which the third party must agree to install and/or perform the maintenance obligations on the LES System in accordance with the requirements of this Agreement. City shall provide the Contract Administrator with a copy of any such contract(s) upon request by the Contract Administrator. Contracting with a third party as contemplated by this section shall not relieve City of any of its obligations under this Agreement. City shall provide County a list of any third-party contractors and their roles and responsibilities associated with the LES System within thirty (30) days after execution of the contract between City and the third-party contractor or, if applicable, within thirty (30) days after contracting with such third party(ies).

ARTICLE 4. COUNTY'S OBLIGATIONS

4.1. County shall review City's application for a permit to determine whether to issue a permit for the Approved Plans and shall issue a permit only if the Approved Plans comply with all applicable County permitting requirements.

4.2. County shall inspect the installation of the LES System and may reject work that does not conform to the Approved Plans, as determined by County in its sole discretion.

4.3. After receiving signed and sealed certified as-built drawings that the installation of the LES System is in conformance with the Approved Plans, and receiving a request for final inspection, County shall perform a final inspection of the installation and notify City of County's final approval or rejection of the installation.

4.4. County shall have no further obligations under this Agreement other than those stated in Section 2.1 and this article but may exercise any and all rights it has under this Agreement.

ARTICLE 5. RISK OF LOSS

The LES System shall remain the property of City, and all risk of loss for the LES System shall be City's risk alone. Such risk of loss shall include, but is not limited to, incidental damage to the LES

System resulting from primary damage to the Signalization Equipment by third parties or natural events.

ARTICLE 6. TERM AND TERMINATION

6.1. This Agreement shall begin on the Effective Date and continue in perpetuity unless terminated as provided in this article.

6.2. This Agreement may be terminated for cause by County if City breaches any of its obligations under this Agreement and has not corrected the breach within thirty (30) days after receipt of written notice identifying the breach. In the event of any such breach, County may, at the option of the Contract Administrator, cause such breach to be corrected and invoice City for the costs of the correction, or may terminate this Agreement. If County opts to correct the breach and invoice City for the costs of correction, City shall pay such invoice within thirty (30) days after receipt. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.3. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County to City, which termination date shall not be less than thirty (30) days after the date of such written notice. City acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to City of such termination in accordance with this section.

6.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate if the County Administrator determines that termination is necessary to protect the public health or safety. Termination under this section shall be effective on the date County provides notice to City of such termination.

6.5. Upon termination of this Agreement, City shall peaceably surrender the Revocable License Area.

6.6. Upon termination of this Agreement, City shall remove the LES System, including all materials and equipment installed or placed in the Revocable License Area by City, within thirty (30) days after termination. In addition, City shall be obligated to repair any damage to the Revocable License Area resulting from the removal of the LES System, materials, or equipment. If City fails to comply with any of these removal and/or repair obligations, County may perform the obligation and invoice City for the cost thereof. City shall pay the invoice within thirty (30) days after receipt. Any personal property remaining on the Revocable License Area after the termination of this Agreement shall be deemed to have been abandoned by City and shall become the property of County.

6.7. Upon termination of this Agreement, City shall restore the Revocable License Area to its condition before the installation of the LES System or to such condition as approved in writing by the Contract Administrator. If City fails to make any such restoration within thirty (30) days after

termination, County may make such restoration and invoice City for the costs thereof. City shall pay such invoice within thirty (30) days after receipt.

6.8. County shall have no obligation to compensate City for any loss resulting from or arising out of this Agreement including any resulting from or arising out of the termination of this Agreement.

6.9. Notice of termination shall be provided in accordance with Article 7 of this Agreement, except that notice of termination by the County Administrator, pursuant to Section 6.4 of this Agreement may be verbal notice that shall be promptly confirmed in writing in accordance with Article 7 of this Agreement.

ARTICLE 7. NOTICES

Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this article.

FOR COUNTY:

Broward County Traffic Engineering Division

Attn: Director

2300 W. Commercial Boulevard, Fort Lauderdale, FL 33309

Email address: rawwad@broward.org

FOR CITY:

City of Wilton Manors

Attn: Leigh Ann Henderson, City Manager

2020 Wilton Drive, Wilton Manors, FL 33305

Email address: lhenderson@wiltonmanors.com

ARTICLE 8. INDEMNIFICATION

8.1. County and City are entities subject to Section 768.28, Florida Statutes, as amended, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent required by Section 768.28. 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 any Party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract.

8.2. City shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement,

and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by City, or any intentional, reckless, or negligent act or omission of City, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

8.3. If City contracts with a third party to perform any of City's obligations under this Agreement, City shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification: Contractor shall indemnify and hold harmless Broward County and all of Broward County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by contractor, or any intentional, reckless, or negligent act or omission of contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, contractor shall, upon written notice from Broward County, defend each Indemnified Party with counsel satisfactory to Broward County or, at Broward County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.

8.4. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 9. INSURANCE

9.1. Within five (5) days after request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

9.2. If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis.

9.3. The foregoing requirements shall apply to City's self-insurance, if any.

9.4. If City contracts with one or more third parties to perform any of City's obligations set forth herein, City shall require that each third party procure and maintain insurance coverage that adequately covers the third party's exposure based on the services provided by that third party (and any subcontractors retained by the third party). City must ensure that all such third

parties name "Broward County, Florida" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any third party to provide services required by this Agreement until the insurance requirements of the third party under this section are met. If requested by County, City shall furnish evidence of all insurance required by this section.

9.5. County reserves the right, but not the obligation, to periodically review any and all insurance coverages required by this Agreement and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 10. MISCELLANEOUS

10.1. Independent Contractor. City is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or other relationship between the Parties. In performing under this Agreement, neither City nor its agents shall act as officers, employees, or agents of County. City has no power or right to bind County to any obligation not expressly undertaken by County under this Agreement.

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

10.3. Third-Party Beneficiaries. Neither City nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.4. Assignment and Performance. Neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered by City without the prior written consent of County, which consent may be withheld in County's sole discretion. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

City represents that each person and entity that will perform services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. City agrees that all services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.

10.5. 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. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will 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.

10.6. Compliance with Laws. City shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

10.8. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.

10.9. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

10.10. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

10.11. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. 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 claim arising from, related to, or in connection with this Agreement must be litigated in federal court, 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL**

SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

10.12. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties.

10.13. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits A, B, C, and D are incorporated into and made a part of this Agreement.

10.14. Representation of Authority. Each individual executing this Agreement on behalf of a Party represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

10.15. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which will be deemed to be an original, and all of which, taken together, will constitute one and the same agreement.

10.16. Time of the Essence. Time is of the essence for City's performance of all obligations under this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, by and through its County Administrator, authorized to execute same; and City of Wilton Manors, signing by and through its duly authorized representative.

County

Broward County, by and through
its County Administrator

By _____
Monica Cepero, County Administrator

____ day of _____, 20__

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 _____
Jason Kruszka (Date)
Assistant County Attorney

By _____
Michael J. Kerr (Date)
Chief Counsel

JJK/AAD
Wilton Manors RLA-LES System (250612747) Final version
6/2/26

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
CITY OF WILTON MANORS**

City

ATTEST:

City of Wilton Manors

City Clerk

By _____
Mayor/Commissioner

(Print Name)

(Print Name and Title)

(SEAL)

____ day of _____, 20____

City Manager

(Print Name)

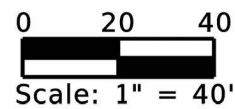
I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

By /s/ Kerry L. Ezrol
Kerry L. Ezrol, City Attorney



LEGEND

 - REVOCABLE LICENSE AREA



REVISIONS	
DATE	DESCRIPTION
	N/A



PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

DESIGN BY: _____ SCALE: 1:40
 DRAWN BY: _____
 CHECKED BY: _____

Page 146 of 268

EXHIBIT A
 REVOCABLE LICENSE AGREEMENT AREA
 SB APPROACH OF N ANDREWS AVE
 WILTON MANORS - BROWARD COUNTY

SHEET NO.
1 OF 1

EXHIBIT B

LES System

This Agreement authorizes the installation of a law enforcement surveillance system within Broward County right-of-way, located on North Andrews Avenue (as detailed in Exhibit A).

All installation, operation, and maintenance will be according to the Approved Plans that are on file in the Broward County Highway Construction and Engineering Division, subject to the Conditions of Use and Special Technical Provisions set forth in the Agreement. A full-sized set of plans are on file with Broward County Highway Construction and Engineering Division under Project Reference No. 250612747.

10/7/25
Exh B Wilton Manors RLA-LES System (250612747) 2025-10-07

EXHIBIT C

Conditions of Use

1. City shall not use or operate its Law Enforcement Surveillance System ("LES System") for red light traffic enforcement under Florida Statute Section 316.0083, or any other traffic infraction enforcement under Florida Statute Chapter 316.
2. City shall not use or operate its LES System in a manner that violates any federal, state, or local laws, regulations, or ordinances. City shall report violations of any federal, state, or local laws, regulations, or ordinances associated with the operation of the LES System in writing to County within ten (10) days after City learns or, through the exercise of reasonable diligence, should have learned of such violation.
3. All LES System video cameras (including thermal cameras) shall have governing devices that either physically prevent cameras from being rotated, aimed, or zoomed into residential property or shall be digitally programmable to blur the field of vision if cameras were to be rotated, aimed, or zoomed outside of the public right-of-way into residential property.
4. City shall establish internal controls and procedures, in addition to physical equipment controls, to minimize any potential intrusion of privacy while using the LES System for law enforcement uses and to prohibit any opportunities for voyeurism, misconduct, or other inappropriate use of the LES System by any party with access to the LES System.
5. City shall restrict use of the LES System to law enforcement uses only and shall only allow its own law enforcement personnel or other federal, state, and local law enforcement agencies to have active access to the system.
6. City and any third-party contracted by City are prohibited from sharing or selling any data or images obtained from the use of the LES System other than for specific law enforcement purposes associated with an ongoing criminal investigation, emergency or incident management, or the search for a lost or missing persons, which may involve other law enforcement or emergency response agencies, or otherwise ordered by a court having jurisdiction.
7. City shall provide County a detailed list of all LES System equipment proposed and the equipment specifications and operational capabilities, including video surveillance capabilities (such as resolution, pan, tilt, and zoom parameters), which said list shall be included as part of the approved plans and referenced in Exhibit B. County shall have the right to reject the installation of certain LES System equipment or its proposed location should the equipment or its positioning allow for unnecessarily intrusive surveillance or potentially violate personal privacy.
8. City shall install and operate the LES System in such a manner as to prevent unnecessarily intrusive surveillance or potential violation of personal privacy. City shall report violations of personal privacy associated with the operation of the LES System in writing to County within ten (10) days after City learns or, through the exercise of reasonable diligence, should have learned of such violation.
9. City shall not install any LES System equipment inside the County's traffic signal control cabinets, nor splice any existing County cables or wiring.

10. City shall install the LES System on a separate electric circuit completely segregated from the Signalization Equipment and shall not tap into or intercept the Signalization Equipment's electric circuit in any manner.
11. City shall not install any LES System equipment that may introduce electromagnetic, ultrasonic, electrical, or any other types of signal interference with any of the Signalization Equipment. If such interference is identified after the LES System is installed, the City shall remove, replace, or otherwise mitigate the interference at its own expense to the satisfaction of the Contract Administrator. County shall not be responsible for mitigating any interference introduced to the LES System due to the LES System's proximity to the Signalization Equipment.
12. City shall not utilize any existing County operated and maintained conduits, conduit sweeps, and pull boxes, unless approved in writing by County, through its Contract Administrator.
13. City shall be responsible for the installation, continued maintenance, and repair of its LES System.
14. City shall not access, enter, attach to, adjust, remove, relocate, or otherwise manipulate any County equipment without the physical presence of the County's Traffic Engineering Division staff. City shall contact Broward County Traffic Engineering Division at (954) 847-2600 at least two business days (Monday through Friday, excluding County-observed holidays) prior to commencement of work to allow proper scheduling of personnel.
15. City shall comply with all aspects of Chapter 556, Florida Statutes (Underground Facility Damage Prevention and Safety Act) relative to the installation, operation, and maintenance of the LES System.
16. City staff and its contractors performing the installation or maintenance of any LES System equipment attached to the Signalization Equipment must have a Traffic Signal Technician Level I Certification (or higher) from the International Municipal Signal Association (IMSA). Any work impacting the operation of the Signalization Equipment shall be performed during non-peak traffic hours, as approved by Broward County Traffic Engineering Division. A law enforcement officer shall be present for traffic control if the traffic signal is turned off or placed in flashing operation. All expenses for traffic control and use of law enforcement office shall be the responsibility of the City. Work zone control shall be accordance with FDOT Standard Index 600.
17. If County undertakes any improvements or modifications to the Signalization Equipment in the future, City shall disconnect and re-connect its equipment as necessary and at its own expense.
18. City shall reimburse County for all project-specific administration, on-site supervision, and inspection services on an hourly basis in accordance with the pricing schedule attached hereto as Attachment C-1. For each occasion, the time charged shall include travel time to and from the work site and the time spent at the work site, or two hours, whichever is greater. County shall invoice the City for the cost thereof. City shall pay such invoice within thirty (30) calendar days after receipt.
19. City shall reimburse the County for any cost resulting from public records requests or subpoena of County staff for deposition or court testimony related to this Agreement or City's use of its LES

System. The reimbursement shall be in accordance with the pricing schedule attached hereto as Attachment C-1. For each occasion related to a subpoena, the time charged shall include travel time to and from the specified location in the subpoena and the time spent at the location. County shall invoice the City for the cost thereof. City shall pay such invoice within thirty (30) calendar days after receipt.

6/2/26

Exh C Wilton Manors RLA-LES System (250612747) Final

Attachment C-1

REIMBURSEMENT HOURLY RATES

<u>Job Classification</u>	<u>Hourly Rate* (\$/Hr)</u>
Director of Traffic Engineering	\$ 78.25
Assistant Director of Traffic Engineering	\$ 67.71
Information Systems Manager	\$ 62.99
Engineering Unit Supervisor	\$ 62.99
Traffic Operations (Signals) Superintendent	\$ 54.50
Licensed Engineer	\$ 54.50
Information Technician Specialist	\$ 54.50
System Network Analyst, Senior	\$ 50.70
Program Project Coordinator, Senior	\$ 47.16
System Network Analyst	\$ 47.16
Traffic Sign Superintendent	\$ 43.87
Traffic Signals Supervisor	\$ 43.87
Program Project Coordinator	\$ 37.97
Traffic Control Supervisor	\$ 37.97
Traffic Signal Technician, Senior	\$ 37.97
Engineering Technician	\$ 32.85
Traffic Signal Technician	\$ 32.85
Administrative Specialist	\$ 30.56
Traffic Control Worker	\$ 24.60

*Hourly rates shown represent the midpoint of the corresponding job classification pay rate range (as of January 15, 2026) and shall increase annually at the same percentage as any annual increase to the salary ranges approved by the Board of County Commissioners. Additional job classifications and hourly rates may be added by Contract Administrator upon written notice to City.

EXHIBIT D

Broward County Department of Public Works Law Enforcement Surveillance (LES) System Special Technical Provisions

General

1. The following Broward County Special Technical Provisions provide installation guidance parameters for the installation of Law Enforcement Surveillance (LES) systems at signalized intersections operated and maintained by Broward County within Broward County jurisdictional roadways, and at or near signalized intersections operated and maintained by Broward County on behalf of other agencies, including local municipalities.

Governing Standards and Specifications

1. The governing standards and specifications for all LES systems shall be those adopted and in effect as of the date of permit application for projects to be installed within Broward County right-of-way, or as of the date of initial plans submittal to the Broward County Traffic Engineering Division for projects to be installed within municipal right-of-way that do not require a Broward County right-of-way permit.
2. Placement of all LES equipment within the public right-of-way shall comply with the applicable sections of the Florida Department of Transportation (FDOT) Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Green Book), FDOT Roadway Design Standards, and the Broward County Minimum Standards Applicable to Public Right-of-Way Under Broward County, Florida Jurisdiction (Broward County Minimum Standards).
3. The LES video surveillance equipment, vehicle detection equipment, structural supports, cabling, conduits, communications equipment, and any other supporting peripheral or auxiliary equipment associated with the LES System shall be in accordance with the applicable sections of the following FDOT Standard Specifications:
 - Section 603 – General Requirements for Traffic Control Signals and Devices
 - Section 620 – Grounding and Lightning Protection
 - Section 630 – Conduit
 - Section 633 – Communication Cable
 - Section 635 – Pull, Splice and Junction Boxes
 - Section 639 – Electrical Power Service Assemblies
 - Section 646 – Aluminum Poles, Pedestals and Posts
 - Section 649 – Mast Arm, Span Wire, and Pole Mounting Assemblies
 - Section 659 – Vehicle Detection Systems
 - Section 660 – Galvanized Steel Poles, Mast Arms, and Monotube Assemblies
 - Section 676 – Traffic Cabinets
 - Section 680 – System Control Equipment
 - Section 684 – Network Devices
 - Section 685 – Traffic Control System Auxiliaries

4. Underground communications systems serving the LES System shall be in accordance with the most current applicable sections of the FDOT Roadway Design Standards and FDOT Standard Specifications for Road and Bridge Construction.
5. Structural support posts and assemblies for all LES equipment and other ancillary equipment installations on Broward County and municipal roadways shall be in accordance with FDOT Roadway Design Standards. All support poles, support posts, other structural support elements and brackets must have FDOT product approval (i.e., listed on the FDOT Approved Product List). Design details and shop drawing of structural supports to be installed in Broward County right-of-way and/or attached to Broward County-maintained infrastructure must be approved by the Broward County's Contract Administrator or designee prior to installation.
6. All LES system equipment shall be grounded in accordance with FDOT Standard Specifications Section 620 and all other applicable electric codes. Grounding of the LES System equipment shall not in any way affect the grounding of any preexisting signal equipment.
7. Lightning protection and dissipation systems shall be installed in accordance with FDOT Standard Specifications Section 620. LES equipment and/or support assemblies shall be equipped with lightning deterrent systems in accordance with manufacturer's recommended practices and grounded accordingly.
8. Any proposed LES equipment or technology submittals that are not addressed under a FDOT standard specification shall include a detailed summary of its operating specifications and any applicable nationally recognized industry testing certifications to demonstrate its suitability for use in the public right-of-way and anticipated operating environment. It is recognized that certain types of law enforcement equipment and peripheral devices and supports will inherently not have FDOT Approved Product List certifications, however, Broward County reserves the right to ensure such equipment is adequately tested and certified, and substantially conforms to FDOT specifications to the greatest extent possible. Broward County may request certain proposed equipment be substituted with FDOT approved equipment if such reasonable substitutions exist. Broward County may deny installation of any proposed equipment if Broward County determines the proposed equipment does not have other adequate industry certifications or otherwise may pose a hazard to the public and/or represent a potential point of failure.
9. Lane closures required for the installation of the LES System must be included as part of a maintenance of traffic (MOT) plan submitted to and approved by Broward County. The allowable timeframe of lane closures shall be determined by Broward County at time of MOT plan submission and approval.
10. All aspects of the LES System installation shall comply with all applicable provisions of Chapter 556, Florida Statutes (Underground Facility Damage Prevention and Safety Act). The City shall be responsible for Chapter 556 compliance, including but not limited to, responding to Sunshine One-Call of Florida locate requests for location of the underground infrastructure associated with the LES System.

LES System Isolation and Segregation from Signalization Equipment

1. It is the intent of these specifications to require that all LES systems operate in isolation and independently from all other traffic control devices and Signalization Equipment operated and maintained by Broward County.
2. All video equipment, detection equipment, electronic data transmission, communications infrastructure, power service and all other components of the LES System shall be constructed, installed, owned, operated, and maintained by the City. No LES System equipment will be operated or maintained by Broward County, nor shall there be any expectation that Broward County staff will operate, maintain, or repair any aspect of such systems.
3. The LES System shall be independently powered via an exclusive Florida Power & Light (FP&L) service point connection, separate from the traffic signal service point connection, and shall be serviced through an independent electrical circuit served by its own power service disconnect (circuit breaker) located on an independent stub pole. The service point connection and service disconnect stub-pole assembly shall be in accordance with FDOT Standard Index 17736 and may either be metered or non-metered (formula based) per FP&L requirements. However, in certain circumstances where an excessive hardship is demonstrated, consideration may be given to allow the LES equipment to share the use of an existing FP&L power service point that is already used to supply power to the Signalization Equipment. Such consideration would be contingent upon the LES equipment power circuit (load side) being completely separated from the traffic signal circuit via a separate power service disconnect (breaker box) such that at outage of the LES equipment circuit (e.g., open breaker) does not affect the traffic signal circuit. Approval of a shared FP&L service point shall be granted solely at the discretion of Broward County's Contract Administrator, and subject to further connection approval by FP&L. Broward County's approval of such a connection configuration does not guarantee approval concurrence by FP&L.
4. LES system cabling will not be permitted to occupy any underground conduits owned or maintained by Broward County, or those owned by FDOT that are maintained by Broward County through its signal maintenance agreement with FDOT District Four. Any conduits owned by FDOT on the State Highway System that have been determined to be "surplus" or "abandoned" by FDOT, and no longer serve as spare conduit maintained by Broward County, may be occupied by LES equipment if written notification of such approval is provided to Broward County by FDOT.
5. All self-standing LES equipment shall be designed and installed within an independent, non-intrusive system, separate from direct comingling with the Signalization Equipment. This independent system shall comprise of a separately installed communications and power service infrastructure that is physically separated from and operated exclusively from Signalization Equipment. LES system equipment or wiring shall not be allowed within the traffic signal controller cabinet or associated signal communications cabinet. All LES equipment shall be located as to not obstruct any roadway sight triangles or visibility of traffic control devices. Any proposed LES posts or pedestals shall be located outside of the horizontal clear zones from travel lanes and outside roadside clear recovery areas.
6. LES system projects that propose passive (non-intrusive) attachment of LES cameras, detectors, and other equipment to signal supports shall be installed in a manner that will not interfere with the safe operation and efficient maintenance of the Signalization Equipment as determined by the Broward

County. Such passive installations shall not violate any provision of the federal Manual on Uniform Traffic Control Devices (MUTCD) or any applicable federal, state, and local laws and regulations. Such attachments shall also not obscure signal indications or traffic control signs or represent a visual distraction to the motoring public. The passive attachment of LES equipment to signal supports may require a structural analysis by a registered professional engineer to determine if the existing system supports will meet applicable wind loading and other structural criteria with the addition of the LES equipment. The acceptability of any passive system to be attached to Broward County-maintained infrastructure shall be at the sole discretion of the Broward County's Contract Administrator or designee.

6/2/26

Exh D Wilton Manors RLA-LES System (250612747) Final



Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, June 23, 2026

From: Carol Conol, Finance Director/Michelle Parks, Leisure Services Director
Prepared by: Carol Conol, Michelle Parks

- (a) **Subject: Resolution No. 2026-040: (Finance/Parking/Leisure Services)**
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 M & M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING TO RESURFACE THE KIDS IN DISTRESS PARKING LOT AND RE-STRIPE A PARKING SPOT IN FRONT OF CITY HALL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
- (b) **City Manager Recommendation:** Recommend Approval
- (c) **Report In Brief:** This resolution authorizes the City to execute an agreement with All County Paving for rehabilitation of the paid public parking lot at NE 8th Terrace and NE 23rd Street, including milling, resurfacing, restriping, and parking stop replacement. The work utilizes pricing established under the City of Boynton Beach's competitively bid Asphalt and Sidewalk Rehabilitation Contract, Bid #PWE22-008, for a total cost of \$39,344.80.
- (d) **Discussion:**

The paid public parking lot at NE 8th Terrace and NE 23rd Street is one of the City's active paid parking facilities serving residents, businesses, and visitors in the surrounding neighborhood. The existing pavement surface has deteriorated to the point where continued patching and routine maintenance are no longer sufficient. Full rehabilitation is necessary to restore safe and functional conditions, extend the life of the lot, and protect the City's investment in the facility.

All County Paving provided a detailed proposal dated February 5, 2026 (Proposal No. 2026-812872), outlining the complete scope of work for milling, resurfacing, sealcoating, restriping, and parking stop replacement. All County Paving holds all required state and local licensing, bonding, and insurance coverage. Pricing is based on the terms and conditions of the City of Boynton Beach's competitively bid Asphalt and Sidewalk Rehabilitation Contract, Bid #PWE22-008.

The total project cost, including all labor, materials, and pavement markings, is \$39,344.80.

(e) Strategic Plan Consistency:

(f) Concurrences:

(g) Fiscal Impact: The total cost of \$39,344.80 is budgeted and funded through the Parking Fund.

(h) Alternatives:

- (i) Attachments:**
1. 2026-040 RESO Approving Piggyback Agreement with All County Paving for Kids in Distress Lot
 2. Piggyback Agreement (Boynton) with All County Paving for Kids in Distress Lot - Signed Agreement
 3. Requisition 26-0342
 4. COI

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RESOLUTION NO. 2026-040

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 M & M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING TO RESURFACE THE KIDS IN DISTRESS PARKING LOT AND RE-STRIPE A PARKING SPOT IN FRONT OF CITY HALL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

12 **WHEREAS**, Section 2-58(d)(2)e of the Code of Ordinances of the City of Wilton
13 Manors, excepts from the requirements of the Procurement Code, “(c)ommodities or
14 services that are the subject of contracts with the state, its political subdivisions or other
15 governmental entities, including the United States government, are exempt from this
16 Section, provided, however, that this subsection shall apply only if the contract expressly
17 permits or if the awarding jurisdiction and/or the vendor agree to allow the City to
18 purchase therefrom, and if either:

- 19 1. The commodities or services are the subject of a price schedule negotiated by
20 the state or federal government or by competitive bid by another governmental
21 agency and not on any preference; or
22 2. The price offered for the commodity or service exactly equals or is lower than
23 the governmental contract from vendors awarded such governmental contract.
24 Where an award is made pursuant to this paragraph, the terms and conditions
25 agreeable to the City may be used in lieu of those terms and conditions of the
26 contract with the other governmental agency.”

27 **WHEREAS**, on April 2, 2022, the City of Boynton Beach, Florida, entered into an
28 agreement with M & M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY

1 PAVING (“All County Paving”) following issuance of Bid Number PWE22-008 for
2 Asphalt and Sidewalk Rehabilitation (“Boynton Beach Agreement”); and

3 **WHEREAS**, All County Paving has agreed to honor the prices, terms, and
4 conditions of the Boynton Beach Agreement; and

5 **WHEREAS**, the City Commission of the City of Wilton Manors deems it to be in
6 the best interests of the public to execute an Agreement with M & M ASPHALT
7 MAINTENANCE, INC. D/B/A ALL COUNTY PAVING to resurface the Kids in
8 Distress parking lot and re-stripe a parking spot in front of City Hall by “piggybacking” on
9 the Boynton Beach Agreement.

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

12 **Section 1.** The “WHEREAS” clauses set forth above are true and correct and
13 incorporated herein by this reference.

14 **Section 2.** The City Commission of the City of Wilton Manors hereby approves
15 the terms and conditions of the Agreement with All County Paving; said Agreement
16 having been submitted for consideration to the City Commission in written form.

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

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

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

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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 JUNE, 2026.

CITY OF WILTON MANORS, FLORIDA

By: _____
SCOTT NEWTON, MAYOR

ATTEST: RECORD OF COMMISSION VOTE

_____	MAYOR NEWTON	_____
ELIZABETH	VICE MAYOR CAPUTO	_____
GARCIA-BECKFORD, MMC	COMMISSIONER BRACCHI	_____
CITY CLERK	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

AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated this ____ day of _____, 2026 by and between:

CITY OF WILTON MANORS, a municipal corporation of the State of Florida, hereinafter "CITY",

and

M & M ASPHALT MAINTENANCE, INC. a Florida corporation, D/B/A ALL COUNTY PAVING, hereinafter "CONTRACTOR".

CITY and CONTRACTOR may each be referred to herein as “party” or collectively as “parties”.

WHEREAS, the CITY has the need to resurface the Kids in Distress parking lot and re-stripe a parking spot in front of City Hall; and

WHEREAS, on or about April 5, 2022, the City of Boynton Beach entered into an agreement with CONTRACTOR following issuance of Bid Number PWE22-008 for Asphalt and Sidewalk Rehabilitation, a copy of which is incorporated herein by this reference (“BOYNTON BEACH AGREEMENT”); and

WHEREAS, on or about March 23, 2026, the City of Boynton Beach and CONTRACTOR entered into an Amendment to the Agreement to renew the term of the BOYNTON BEACH AGREEMENT through April 4, 2027, among other things; and

WHEREAS, the CITY has reviewed the scope of services of the competitively bid BOYNTON BEACH AGREEMENT, and has determined that it is an agreement that can be utilized by the CITY to resurface the Kids in Distress parking lot and re-stripe a parking spot in front of City Hall; and

WHEREAS, CONTRACTOR has agreed to honor the prices, terms, and conditions of the BOYNTON BEACH AGREEMENT; and

WHEREAS, CITY desires to enter into this Agreement with CONTRACTOR by "piggybacking" the BOYNTON BEACH AGREEMENT; 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. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms and conditions of the BOYNTON BEACH AGREEMENT shall govern the relationship between the CITY and CONTRACTOR, except as amended below:

1. The Scope of Services for the Work (“Work”) to be performed under this Agreement shall be as set forth in the BOYNTON BEACH AGREEMENT, except said Work shall be performed in and for the CITY as specified in the Proposal which is attached hereto and incorporated herein as **Exhibit “A.”** The Work shall be completed within 90 days after CITY executes this Agreement.
2. CONTRACTOR shall perform the Work in and for the CITY as detailed in the BOYNTON BEACH AGREEMENT, as modified by the Proposal. The Contract pricing shall be as per **Exhibit “A.”**
3. CONTRACTOR shall provide CITY with proof of insurance and bonding as required by the BOYNTON BEACH AGREEMENT for the benefit of the CITY.
4. CONTRACTOR hereby confirms that the CITY is an additional insured under the provisions of CONTRACTOR’S insurance. Any notice required to be provided pursuant to the BOYNTON BEACH AGREEMENT, shall be provided to CITY c/o Risk Management, 2020 Wilton Drive, Wilton Manors, Florida 33305. Written notice of cancellation, non-renewal or reduction in coverage or limits from CONTRACTOR’S insurance carrier(s) shall be provided to CITY in writing at least thirty (30) days prior to such or as otherwise required in the policy of insurance.
5. **Equal Opportunity.** CONTRACTOR shall comply with the provisions of Sections 2-58(v), 2- 59(b) and 2-60 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. CONTRACTOR shall comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person’s association with members of such classes or in retaliation for or opposition to any such practices against any employee of, any CITY employee working with, or applicant for employment or any other factor which cannot be lawfully used as a basis for service delivery.
6. **Domestic Partnership Benefits.** CONTRACTOR shall comply with the provisions of Section 2-58(v) of the Wilton Manors Code of Ordinances which establishes a Domestic Partner Benefits Requirement.
7. **Tariff-Related Cost Adjustments**
 - 7.1. The 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 the CONTRACTOR seeks to impose additional fees due to newly imposed tariffs, such requests shall not be honored unless the CONTRACTOR provides clear and convincing documentation as provided for in the CONTRACTOR’s proposal.
 - 7.2. Failure to provide adequate and verifiable documentation, as determined solely by the CITY, 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.

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

For CITY: City of Wilton Manors
 c/o City Manager
 2020 Wilton Drive
 Wilton Manors, Florida 33305

With copy to: City Attorney
 Kerry L. Ezrol, Esquire
 Goren, Cherof, Doody & Ezrol, P.A.
 3099 E. Commercial Blvd., Suite 200
 Fort Lauderdale, FL 33308

9. **Public Records.** The CITY is a public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:
- 9.1. Keep and maintain public records required by the CITY to perform the service;
 - 9.2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 9.3. 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, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the CITY; and
 - 9.4. Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR'S possession or keep and maintain public records required by the CITY to perform the service. All records stored electronically by 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.
 - 9.5. **REQUEST FOR RECORDS.** A request to inspect or copy public records relating to the CITY'S contract for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time.
 - 9.6. The failure of CONTRACTOR to comply with the provisions set forth in the Agreement shall constitute a default and breach of the Agreement, for which, the CITY may terminate

the Agreement. Failure to comply with said statutory requirements may subject CONTRACTOR to penalties under 119.10, Florida Statutes, as amended.

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

**CITY CLERK
2020 WILTON DRIVE
WILTON MANORS, FLORIDA 33305
(954) 390-2123
CityClerk@wiltonmanors.com**

Section 3. In all other respects, the terms and conditions of the BOYNTON BEACH AGREEMENT, as amended, are hereby ratified and shall remain in full force and effect and are hereby incorporated under this "piggybacking" arrangement, as provided by the terms of this Agreement.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

CITY OF WILTON MANORS

BY: _____
Elizabeth Garcia-Beckford
City Clerk

BY: _____
Scott Newton, Mayor

Approved as to form:

BY: /s/ Kerry L. Ezrol
Kerry L. Ezrol, Esq.
City Attorney

WITNESSED BY:

M & M ASPHALT MAINTENANCE, INC.,
a Florida corporation, D/B/A ALL COUNTY
PAVING

[Signature]
Shereke Wilson
Print name

BY: *[Signature]*
Kenneth R. Goldberg, President

Jason Lyn *[Signature]*
Jason Lyn
Print name

STATE OF Florida)
COUNTY OF Miami Beach)

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 16th day of June, 2026 by Kenneth R. Goldberg, as President
of M & M ASPHALT MAINTENANCE, INC., a Florida corporation, D/B/A ALL COUNTY
PAVING, who is personally known to me or has produced _____ as
identification.

SWORN TO AND SUBSCRIBED BEFORE ME this 16th day of June,
2026.

Aneta Skrzypek
NOTARY PUBLIC



EXHIBIT "A"



Augustus Haynes
 City Of Wilton Manors
 2020 Wilton Drive
 Wilton Manors, FL 33305
 ahaynes@wiltonmanors.com
 954-864-6921

PROJECT INFORMATION:

Public Parking Lot Resurfacing
 NE 8th Terr & NE 26th St
 Wilton Manors, FL 33305
 02 / 05 / 2026
 PROPOSAL NUMBER: 2026-812872

SCOPE OF WORK:

STANDARD MOT:

- 1. Set up standard MOT to include signage, barricades and/or cones.

MILL ENTIRE SECTION: Up to 2,200 Sq. Yds.

- 1. Mill entire section 1 inch average
- 2. Sweep and clean surface prior to paving.
- 3. Haul away all debris.

ASPHALT PAVING: Up to 2,200 Sq. Yds.

- 1. Tack areas with DOT approved primer tack.
- 2. Level any depressed areas prior to overlay.
- 3. Install 1 average hot plant mixed asphalt S-III
- 4. Roll and compact areas using a steel drum and rubber tire roller.
- 5. Remove any related debris from site

NEW PAVEMENT MARKINGS

- 1. Stripe a new layout using DOT approved latex white, yellow, and/or blue paints to match what was previously existing to include all existing pavement markings. (DOES NOT INCLUDE NUMBERED STENCILS ON PAVEMENT)
- 2. Strip hatchout area on NE 21st St & Wilton Dr.

*Project bid with typical industry and municipal standards. City specifications, permit and code requirements are subject to change without notice.

ITEM NO.	DESCRIPTION	UNIT	EST.	UNIT PRICE	UNIT PRICE
3	Type I Barricade per FDOT Standard Index No. 102-600 – Provide for project duration up to 14 days	EA	15	\$ 5.00	\$ 75.00
4	Type I Barricade per FDOT Standard Index No. 102-600 – Provide for project duration up to 30 days	EA	25	\$ 10.00	\$ 250.00
23	Remove and Dispose of unsuitable material	CY	100	\$ 75.00	\$ 7,500.00
65	1" Type S-III Asphaltic Concrete place by paving machine, including primer/ tack material & compaction (51 ton to 150-ton assignments)	TON	120	\$ 165.00	\$ 19,800.00
89	2" Average thickness - Roadway Milling, including mobilization, MOT & all incidental work & equipment to include hauling off, stockpiling or otherwise disposing of material	SY	2200	\$ 4.50	\$ 9,900.00
129	Traffic Paint (all widths, all colors)	SF	1011	\$ 1.80	\$ 1,819.80
				TOTAL.....	\$ 39,344.80



South FL. Corporate Office
 1180 SW 10th St.
 Delray Beach, FL 33444
 561-588-0949

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Paving Advisor
 Josh Marfleet
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 E: jmarfleet@allcountypaving.com

www.ALLCOUNTPAVING.com

PRE-JOB PHOTOS & SITE MAPS



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Augustus Haynes
 City Of Wilton Manors
 2020 Wilton Drive
 Wilton Manors FL 33305
 ahaynes@wiltonmanors.com
 954-864-6921



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Augustus Haynes
City Of Wilton Manors
2020 Wilton Drive
Wilton Manors FL 33305
ahaynes@wiltonmanors.com
954-864-6921

PROPOSAL TOTAL:

All County Paving proposes to furnish the material and perform the labor necessary for the completion of project in accordance to specifications, and subject to the terms and conditions stated herein for the sum of:

\$ 39,344.80

** this price excludes any options.*

Checks payable to M&M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING

AUTHORIZATION TO PROCEED & CONTRACT:

All Prices quoted are subject to change based on market conditions. This proposal price is based on work being completed during the hours of 7:00 AM and 6:00 PM, Monday-Thursday, Friday 7:00 AM – 12:00 PM excluding holidays, nights and weekends. Additional fees will apply if work is required to be completed on holidays, at night or on the weekends. Please contact your sales representative for details.

ACCEPTED: Prices, specifications, terms and conditions are hereby accepted and agreed to by the customer. You are authorized to do the work as specified. Customer agrees to pay the total sum or balance in full upon completion of this project. Payment will be made as outlined below. When signed, this proposal becomes a legally binding contract between All County Paving and the Customer. E&OE

A signed proposal and deposit are required prior to the scheduling of the work.

PAYMENT TERMS:

As Per Terms & Conditions of Purchase Order

M&M ASPHALT MAINTENANCE, INC.
D/B/A ALL COUNTY PAVING

City Of Wilton Manors

Josh Marfleet

Josh Marfleet

Paving Advisor Printed Name

02 / 05 / 2026
Date

Signature of Approval by Customer

Printed Name & Title/Position

Date

Please select if billing information differs from above.



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TERMS AND CONDITIONS

1. Our proposals are limited to included items only, anything not specifically included is excluded from the contract. Any alteration or deviation from proposal specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the contract.
2. The proposal or contract provided, including all stated terms and conditions, shall become a legally binding attachment to any contract entered between All County Paving and the financially responsible company for which the work will be performed.
3. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities
4. For projects requiring city or county permits, All County Paving will coordinate the process and charge Procurement Fees \$795.00 per application, plus cost of permit(s). Any additional work required by the permit(s) will be a change order to the contract. If the Owner / Authorized Agent/ Customer directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner / Authorized Agent/ Customer.
5. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by authorized representative,
6. It is understood and agreed that all work is performed "weather permitting".
7. Tow Trucks need to be arranged 5 days prior to the start of work and must be on call to remove cars from the scheduled work zone as necessary. The Customer is responsible for towing services and any created delays. If any cars are left in the area of work, All County Paving cannot be held responsible for any damage to the vehicle.
8. The customer is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
9. All County Paving cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first but will disappear over time.
10. If there are existing car stops on the property, the new line striping of the parking stalls will not be installed beyond the car stop(s) unless they are removed. The striping machine cannot fit between the car stops. If you would like the existing car stops removed during the striping phase, there will be additional costs associated with this scope of work. It is the customer's responsibility to inform All County Paving if this is desired prior to commencement of the project.
11. Any broken car stops will be replaced at an additional cost of \$85.00 each.
12. Reflective Pavement Markers are excluded from the warranty. Any additional reflective pavement markers that are required by the city code will be an additional charge of \$10.00 each to the contract amount.
13. Asphalt Repairs/Paving: If the actual asphalt is determined to be thicker than the proposed depth once the area(s) are excavated, All County Paving will provide photo documentation showing the additional depth and a change order will be sent to customer the additional material.
14. Additional mobilization(s) to be billed at \$2,000.00 each for Asphalt Repairs. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Customer /Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
15. Additional mobilization(s) to be billed at \$2,000.00 each for Sealcoating. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Customer /Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
16. Additional mobilization(s) to be billed at \$2,400.00 each for Concrete Services. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Customer /Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
17. Additional mobilization(s) to be billed at \$7,200.00 each for Paving. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing. All County Paving will provide a schedule to be approved by Customer prior to any additional mobilizations.
18. If All County Paving is performing milling and/or paving, the customer acknowledges that this work will not result in new elevations/grades. This means that any existing ponding water will not be rectified by performing this scope of work. It is the owner's responsibility to notify the account manager if there is ponding water. The only method to improve standing water is to perform additional rock and grading work which will be an additional cost.
19. All County Paving cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
20. All County Paving will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.
21. This Proposal does not include asphalt leveling or asphalt overruns unless stated otherwise in the original scope of work. Customer agrees to pay to leveling and overruns at \$205.00 per ton.
22. Crack Sealing: Hairline cracks, alligatored or spider web cracks or other failing asphalt areas cannot and will not be crack sealed. Crack sealing is designed to keep water out, not in, so ground water is subject to seep from wet areas.
23. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the customer and not All County Paving. If All County Paving needs to repair damages, the costs will be billed to the owner as a change order.
24. All County Paving will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
25. All County Paving recommends a Civil Engineer be retained for ADA upgrades. As such All County Paving makes no claim that existing or ADA upgrades will meet any/all local, state and federal guidelines on ADA compliance.
26. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
27. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees.
28. There will be a charge of \$47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.
29. Due to the fluctuations in the petroleum markets, All County Paving will impose a fuel surcharge
30. All accounts past due will incur a finance charge of 1.5% per month.



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Josh Marfleet
T: +1 561-302-9361
E: jmarfleet@allcountypaving.com

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TERMS AND CONDITIONS CONTINUED

SEALCOATING | CUSTOMER INSTRUCTIONS AND INFORMATION

1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. Our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of \$2,000.00.
2. **Cleaning:** Customer is responsible for any "heavy cleaning"; otherwise, All County Paving will bill for this additional cleaning.
3. **Cracking:** cracks in pavement will still be noticeable after Sealcoating
4. **Lawn Fertilization:** should not be installed seven days before or after service.
5. **Rain:** If it's raining the day of scheduled service, assume we aren't coming, and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. If an unexpected storm happens, we will touch up any areas where sealer has not bonded.
6. **The sprinkler system** should be off 24 hours prior to the commencement of your project and stay off 48 hours after completion of project. The surface must be dry for our arrival as areas where the newly sealed pavement is wet may wear prematurely.
7. **Newly sealcoated areas** will be barricaded for 24-48 hours after each project phase completion. It is the responsibility of the customer to keep the area clear to allow proper curing of the material. Failure to do so will void any warranty.
8. **Sealer:** will take a minimum of 30 days to fully cure and is sensitive to animal droppings, tree droppings, water stains from irrigation systems, ponding water & tire markings during this time. This is normal, it will fade over time. Areas of shade will take longer to dry and cure than areas in the direct sunlight.
9. **Driving on Surface:** Once you start driving on sealed surface, avoid turning your wheels unless your car is moving. Understand when wheels are turned on a freshly sealed parking lot, scuffing and turn marks will be evident, in time they will blend in with surrounding surface.
10. **Overspray on Grass:** where grass meets your pavement, you may expect a small spray of sealer. This is normal and will disappear generally after the next mowing.
11. **Weeds:** It is important to note that we have proposed all work at the time of the assessment. If you decide to do work months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.

PAVING | CUSTOMER INSTRUCTIONS AND INFORMATION

1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of \$7,200.00
2. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
3. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict accurately.
4. **Sprinklers** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival.
5. **Drainage:** All County Paving cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
6. All County Paving will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.
7. **De-mucking and removal** of unsuitable materials not included.
8. **Driving on Surface:** Once you start driving on the paved surface, avoid turning your wheels unless your car is moving. Understand that when wheels are turned on a freshly paved asphalt surface, scuffing and turn marks will be evident, and will blend in over time.

LINE STRIPING & ADA | CUSTOMER INSTRUCTIONS AND INFORMATION

1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of \$995.00
2. **Line striping** will match all existing pavement markings unless changes are approved by the customer and municipality.
3. All County Paving is not responsible for any tracking of paint caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization. The project manager will remove the barricades once the material has cured properly.
4. If existing curbs are flaking, it is not recommended to re-paint them without sand-blasting or power-washing them first. All County Paving will not be held responsible for flaking if proper procedure is not taken prior to painting.

WARRANTY AND CONDITIONS

1. This proposal is based on the price of the liquid asphalt index as per FDOT. If there is an increase from the date of this proposal additional costs will be incurred.
2. This proposal is good for 30 days. If work is unable to start based upon permit requirements or weather additional cost will be charged for the increase of FDOT by Bituminous index, based upon proposal date above and the stated published index prior to mobilization a change order will be presented prior to mobilization.
3. Due to aggregate shortages, this proposal is based on FOB asphalt prices. If the price increases from the date of this proposal, additional costs will apply.
4. All material guaranteed to be installed exactly as specified.
5. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur.
6. All County Paving reserves the right to withdraw the contract at any time prior to the commencement of work should material price fluctuations rise significantly.
7. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, engineering and testing are excluded.
8. In the event of undesirable sub-base or base course conditions, if the customer or authorized agent insists on the installation of any part of the pavement without authorizing corrective action, All County Paving will not be responsible for any subsequent pavement failures and will be paid as stated in the contract. All County Paving shall not be liable for any failure to undertake or complete the work for causes beyond our control.
9. The existing surface will be expected to support the weight of all required construction equipment. If due to poor sub-grade conditions sinking may occur when we drive onto your site, All County Paving will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
10. All County Paving cannot guarantee elimination of standing water.
11. All County Paving assumes no liability for damage to any utilities such as, but not limited to, gas, electric, plumbing, phone, cable, dog fencing, sprinklers and culvert pipes.
12. There will be a charge of \$47.50 above the contract amount to dispose of used materials at an approved environmentally compliant waste facility.
13. Due to the fluctuations in the petroleum markets, All County Paving will impose a fuel surcharge.
14. All County Paving will provide a one (1) year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered by this warranty. No warranties will be honored unless payment is made in full.

Purchase Requisition

Purchase Requisition No 26-0342

Requested Date 03/25/2026
Required Date
Ordered By

Department 5779
PARKS & FACILITIES


Preferred Vendor 013615
ALL COUNTY PAVING
Address 1180 SW 10TH ST

Req. Description PARKING LOT RESURFACING NE 8TH TERR AND NE 26TH STREET

Quantity	Units	Description	Unit Price	Amount
1	EACH	PARKING LOT RESURFACING AND STRIPING 406-5450-5467.001	39,344.80	39,344.80
			Total:	39,344.80

Approved By 

Date 5/20/26

Approved By 

Date 5/20/26



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2026

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 4830 W Kennedy Blvd Suite 140 Tampa, FL 33609	CONTACT NAME: Aimee Burleson PHONE (A/C, No, Ext): (813) 262-2466 FAX (A/C, No):	
	E-MAIL ADDRESS: aimee.burleson@ioausa.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Old Republic Insurance Company		24147
INSURER B : Pennsylvania Manufacturers Indemnity Company		41424
INSURER C : AGCS Marine Insurance Company		22837
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

M & M Asphalt Maintenance Inc. dba All County Paving
 1180 SW 10th Street
 Delray Beach, FL 33444

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	MWZY31985125	5/31/2026	5/31/2027	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	MWTB31985225	5/31/2026	5/31/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X	X	6026011694900	4/30/2026	5/31/2027	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC31985025	5/31/2026	5/31/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
C	Equipment Floater Equipment Floater			MXI930853871702	4/30/2026	4/30/2027	Leased/Rented Limit	500,000
				MXI930853871702	4/30/2026	4/30/2027	Deductible	5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insureds with respect to General Liability for ongoing and completed ops when required by written contract, per form CG 20 10 & CG 20 37 and Auto Liability per form CA 20 48 & CA 20 01. General Liability is primary and non-contributory when required by written contract, per form CG 20 01. Waiver of subrogation applies with respect to General Liability, when required by written contract, per form CG 24 53, Auto Liability per form CA 04 43 and Workers Compensation per form WC 00 03 13. Excess Liability is follow-form in reference to General Liability, Auto Liability and Workers Compensation. 30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.

City of Wilton Manors are included as additional insured on the general liability policy as required by written contract

CERTIFICATE HOLDER

CANCELLATION

City of Wilton Manors 2020 Wilton Drive Wilton Manors, FL 33305	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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COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, June 23, 2026

From:

Prepared by: Azita Behmardi

(a) **Subject: Resolution No. 2026-041: (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 FIFTEENTH AMENDMENT TO THE PROFESSIONAL ENGINEERING AND CONSULTING SERVICES AGREEMENT WITH BAXTER & WOODMAN, INC. TO INCLUDE PROFESSIONAL SURVEY SERVICES FOR THE WAYFINDING PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

(b) **City Manager Recommendation:** Recommend Approval

(c) **Report In Brief:**

(d) **Discussion:**

In October 2022, the City issued a Consultant Services Authorization to Baxter & Woodman, Inc. to provide professional consulting services for the Wayfinding Signs Project.

Several of the proposed signs are located along Broward County roadways, including Andrews Avenue, NE 26th Street, and NE 6th Avenue. Broward County requires both a permit and a Revocable License Agreement for each sign installation. As part of the permitting process, signed and sealed surveys are required for each proposed sign location.

This amendment to the existing agreement with Baxter & Woodman, Inc. will authorize the preparation of the required signed and sealed surveys necessary to support the County permitting process.

(e) **Strategic Plan Consistency:** Goal A. Advance Infrastructure Improvements 2. Improve, Roadway, Pedestrian, and Cyclist Infrastructure and Amenities

(f) **Concurrences:**

- (g) **Fiscal Impact:** The fee for the survey services is \$43,970.00, and sufficient funds are available in the City Manager's Professional Services Account No. 001-5112-5311.000.
- (h) **Alternatives:** This is a time-sensitive matter, and utilizing an alternate consultant would adversely impact the project schedule.
- (i) **Attachments:**
1. 2026-041 RESO Approving Fifteenth Amendment w. Baxter & Woodman
 2. Fourteenth Amendment Baxter & Woodman, Inc. -Second and Final Allowable Option & Increase Rates
 3. COI 5 16 26
 4. 0221559.00_Amendment_No15_WayfindingSigns

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RESOLUTION NO. 2026-041

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 FIFTEENTH AMENDMENT TO THE PROFESSIONAL ENGINEERING AND CONSULTING SERVICES AGREEMENT WITH BAXTER & WOODMAN, INC. TO INCLUDE PROFESSIONAL SURVEY SERVICES FOR THE WAYFINDING PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

14 **WHEREAS**, the City Commission of the City of Wilton Manors deems it in the
15 best interests of the public to approve and execute the Fifteenth Amendment to the
16 Professional Engineering and Consulting Services Agreement with Baxter & Woodman,
17 Inc. to include Professional Survey Services for the Wayfinding Project.

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

20 **Section 1.** The “WHEREAS” clause set forth above is true and correct and
21 incorporated herein by this reference.

22 **Section 2** The City Commission of the City of Wilton Manors hereby approves
23 the terms and conditions of the Fifteenth Amendment to the Professional Engineering
24 and Consulting Services Agreement with Baxter & Woodman, Inc.; said Amendment
25 having been submitted for consideration to the City Commission in written form.

26 **Section 3.** The proper City Officials of the City of Wilton Manors are hereby
27 authorized and directed to execute the Amendment.

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

**FOURTEENTH AMENDMENT TO PROFESSIONAL ENGINEERING AND
CONSULTANT SERVICES CONTINUING AGREEMENT**

THIS FOURTEENTH AMENDMENT (“Amendment”), dated the 13th day of January, 2026, is entered into by and between:

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

and

BAXTER & WOODMAN, INC. an Illinois corporation, hereinafter referred to as “CONSULTANT.”

CITY and CONSULTANT may each be referred to herein as “party” or collectively as “parties.”

WHEREAS, on or about January 26, 2021, the CITY entered into a continuing services agreement with CONSULTANT for professional engineering and consultant services (the “Original Agreement”); and

WHEREAS, on or about May 24, 2022, the CITY entered into a First Amendment to the Original Agreement; and

WHEREAS, on or about October 25, 2022, the CITY entered into a Second Amendment to the Original Agreement; and

WHEREAS, on or about December 13, 2022, the CITY entered into a Third Amendment to the Original Agreement; and

WHEREAS, on or about October 24, 2023, the CITY entered into a Fourth Amendment to the Original Agreement; and

WHEREAS, on or about November 28, 2023, the CITY entered into a Fifth Amendment to the Original Agreement; and

WHEREAS, on or about March 12, 2024, the CITY entered into a Sixth Amendment to the Original Agreement; and

WHEREAS, on or about July 25, 2024, the CITY entered into a Seventh Amendment to the Original Agreement; and

WHEREAS, on or about September 24, 2024, the CITY entered into an Eighth Amendment to the Original Agreement; and

WHEREAS, on or about October 22, 2024, the CITY entered into a Ninth Amendment to the Original Agreement; and

WHEREAS, on or about November 26, 2024, the CITY entered into a Tenth Amendment to the Original Agreement; and

WHEREAS, on or about December 10, 2024, the CITY entered into an Eleventh Amendment to the Original Agreement; and

WHEREAS, on or about May 27, 2025, the CITY entered into a Twelfth Amendment to the Original Agreement; and

WHEREAS, on or about August 26, 2025, the CITY entered into a Thirteenth Amendment to the Original Agreement; and

WHEREAS, CITY and CONSULTANT 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 of which are hereby acknowledged, the Parties agree to amend the Original Agreement, as amended, as follows:

1. **RECITALS:** Each Whereas clause set forth above are true and correct and incorporated herein by this reference.
2. **TERMS:** Pursuant to Section 6.3 of the Original Agreement, the term of the Original Agreement shall be renewed for the second and final one-year option term commencing January 26, 2026 and ending on January 25, 2027.
3. **RATES:** Pursuant to Section 6.3 of the Original Agreement, as amended, commencing on January 26, 2026, the rates provided for in Section 4.4 of the Original Agreement shall be amended as follows:

Exhibit "A" of the Original Agreement is replaced with Exhibit "A"
attached hereto.

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

(Signature Page to Follow)

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

ATTEST:

CITY OF WILTON MANORS, FLORIDA

Elizabeth Garcia-Beckford

BY: *[Signature]*
SCOTT NEWTON, MAYOR

ELIZABETH
GARCIA-BECKFORD, MMC
CITY CLERK

11/13/26
DATE

APPROVED AS TO FORM

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

WITNESSES:

CONSULTANT:
BAXTER & WOODMAN, INC.

Megan E. Berg
MEGAN E. BERG
Print Name

By: *[Signature]*
Rebecca Travis, P.E. Executive Vice President /
Florida Division Manager

Andrew Capellini
Andrew Capellini
Print Name

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of December, 2025 by Rebecca Travis, as Executive Vice President of Baxter & Woodman, Inc., an Illinois corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this 10th day of December, 2025.

(SEAL)



[Signature]
NOTARY PUBLIC

EXHIBIT "A"

**RFQ # 2020-009 for Professional Engineering and Consulting Services
Baxter & Woodman, Inc. Pricing of Services (1/26/2026 to 1/25/2027)**

No.	Labor category	Hourly Rates
1	Principal	\$223.69
2	Project Director	\$197.68
3	Senior Project Manager	\$187.27
4	Project Manager	\$156.06
5	Senior Engineer	\$156.06
6	Project Engineer	\$135.25
7	Associate Engineer	\$119.65
8	Engineer	\$104.04
9	Senior Landscape Architect	\$171.67
10	Project Landscape Architect	\$140.45
11	Associate Landscape Architect	N/A
12	Senior Designer	\$124.85
13	Designer	\$114.44
14	Senior Technician	\$93.64
15	Technician	\$83.23
16	Senior Construction Specialist	\$135.25
17	Construction Specialist	\$104.04
18	Clerical	\$67.63
19	Engineering intern	\$57.22
20	Professional Surveyor (PSM)/Principal	\$150.86
21	Senior Registered Surveyor	N/A
22	Professional Land Surveyor	N/A
23	Field Crew Supervisor	\$78.03
24	Registered Surveyor	N/A
25	Survey Technician	\$78.03
26	3-Man Survey Crew	\$156.06
27	2-Man Survey Crew	\$135.25
28	Administrative	
29	GIS Coordinator	\$145.66
30	GIS Specialist	\$93.64
31	GIS Technician	\$78.03
40	*Development Review Committee	\$156.06
41	•• Urban Design Review	\$156.06
42	Potable Water Testing	N/A
43	Water Way Testing	N/A
44	Stormwater Testing	N/A

K:\Florida Operations\Business\Administration - Contracts&Rate Tables\General Contracts\WLTMC\2025-10 Rate Adjustment\2025-10-20 WLTMC Rate Inc Request.docx



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2025

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Pkwy Waukee IA 50263	CONTACT NAME: Jonathan Kreun PHONE (A/C. No. Ext): 612-349-2481 FAX (A/C. No):	
	E-MAIL ADDRESS: jkreun@holmesmurphy.com	
INSURED Baxter & Woodman, Inc 8678 Ridgefield Road Crystal Lake, IL 60012	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Valley Forge Insurance Company	NAIC # 20508
	INSURER B: The Continental Insurance Company	NAIC # 35289
	INSURER C: Continental Casualty Company	NAIC # 20443
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 2091885653

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	7017821337	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7017833701	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	7017835416	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	717818681	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims made form		Y	AEH591900841	1/1/2026	1/1/2027	Per claim \$5,000,000 Aggregate \$10,000,000

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

All Work Performed Additional Insured only if required by written contract with respect to General Liability and Automobile Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of Wilton Manors the Certificate Holder, Project Owner and Others as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Wilton Manors 2020 Wilton Drive Wilton Manors FL 33305	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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**FIFTEENTH AMENDMENT TO PROFESSIONAL ENGINEERING AND
CONSULTANT SERVICES CONTINUING AGREEMENT**

THIS FIFTEENTH AMENDMENT (“Amendment”), dated the _____ day of June, 2026, is entered into by and between:

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

and

BAXTER & WOODMAN, INC. an Illinois corporation, hereinafter referred to as “CONSULTANT.”

CITY and CONSULTANT may each be referred to herein as “party” or collectively as “parties.”

WHEREAS, on or about January 26, 2021, the CITY entered into a continuing services agreement with CONSULTANT for professional engineering and consultant services (the “Original Agreement”); and

WHEREAS, on or about May 24, 2022, the CITY entered into a First Amendment to the Original Agreement; and

WHEREAS, on or about October 25, 2022, the CITY entered into a Second Amendment to the Original Agreement; and

WHEREAS, on or about December 13, 2022, the CITY entered into a Third Amendment to the Original Agreement; and

WHEREAS, on or about October 24, 2023, the CITY entered into a Fourth Amendment to the Original Agreement; and

WHEREAS, on or about November 28, 2023, the CITY entered into a Fifth Amendment to the Original Agreement; and

WHEREAS, on or about March 12, 2024, the CITY entered into a Sixth Amendment to the Original Agreement; and

WHEREAS, on or about July 25, 2024, the CITY entered into a Seventh Amendment to the Original Agreement; and

WHEREAS, on or about September 24, 2024, the CITY entered into an Eighth Amendment to the Original Agreement; and

WHEREAS, on or about October 22, 2024, the CITY entered into a Ninth Amendment to the Original Agreement; and

WHEREAS, on or about November 26, 2024, the CITY entered into a Tenth Amendment to the Original Agreement; and

WHEREAS, on or about December 10, 2024, the CITY entered into an Eleventh Amendment to the Original Agreement; and

WHEREAS, on or about May 27, 2025, the CITY entered into a Twelfth Amendment to the Original Agreement; and

WHEREAS, on or about August 26, 2025, the CITY entered into a Thirteenth Amendment to the Original Agreement; and

WHEREAS, on or about January 13, 2026, the CITY entered into a Fourteenth Amendment to the Original Agreement; and

WHEREAS, CITY and CONSULTANT now desire to amend the Original Agreement, as amended, to amend the Third Amendment, as amended by the Seventh Amendment, to include Professional Survey Services for the Wayfinding Project, 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 of which are hereby acknowledged, the Parties agree to amend the Original Agreement, as amended, as follows:

1. **RECITALS:** Each Whereas clause set forth above are true and correct and incorporated herein by this reference.
2. **CONSULTANT:** The Third Amendment, as amended by the Seventh Amendment, is further amended as provided for herein. CONSULTANT hereby agrees to perform the additional professional engineering and consulting services required for the Wayfinding Project as more particularly described in **Exhibit "A,"** attached hereto and made a part hereof by this reference, and in accordance with the Original Agreement, as amended. The CITY agrees to compensate CONSULTANT for the services more particularly described in **Exhibit "A,"** a total amount not to exceed FORTY-THREE THOUSAND, NINE HUNDRED SEVENTY AND 00/100 DOLLARS (\$43,970.00).
3. **ORIGINAL AGREEMENT:** All of the terms and conditions of the Original Agreement, as amended, 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.

ATTEST:

CITY OF WILTON MANORS, FLORIDA

ELIZABETH
GARCIA-BECKFORD, MMC
CITY CLERK

BY: SCOTT NEWTON, MAYOR

APPROVED AS TO FORM

DATE

KERRY L. EZROL
CITY ATTORNEY

WITNESSES:

David Cowan
DAVID COWAN

Print Name

Emily Altman
Emily Altman

Print Name

CONSULTANT:
BAXTER & WOODMAN, INC.

By: *Jeffrey C. Hiscock*
Jeffrey C. Hiscock, P.E. Vice President

STATE OF Florida)
COUNTY OF Balton Beach)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of June, 2026 by Jeffrey Hiscock, as Vice President of Baxter & Woodman, Inc., an Illinois corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this 17 day of June, 2026.

(SEAL)



Lisa Alonso
NOTARY PUBLIC

EXHIBIT A

Revised Scope: During the permitting process for the installation of the signs within Broward County Right of Way, it was learned that specific surveys would be required to complete the process. This was not anticipated during the initial development of the agreement between the City and Baxter & Woodman for the City's Wayfinding Sign Project. Therefore, Baxter & Woodman was asked by the City to provide Sketch/Description information and site surveys for a limited number of sites as part of the on-going Wayfinding Sign project.

Because Baxter & Woodman no longer provides licensed, in-state surveying support, we requested Ritzel-Mason to provide a cost estimate for the work assigned. Please see below for their proposal.



May 19, 2026

Eric Rush, PE
Baxter & Woodman Consulting Engineers
1601 Forum Place, Suite 400
West Palm Beach, Florida

Ritzel-Mason, Inc.

5330 Van Buren Road
Delray Beach, FL 33484

Subject: Fee Proposal for Survey and Utility Investigation Services

Phone: 786.472.0358

Project: City of Wilton Manors – Wayfinding Signs

www.ritzel-mason.com

Dear Mr. Rush:

Ritzel-Mason appreciates the opportunity to prepare this fee proposal for providing survey and subsurface utility engineering (SUE) services on the above referenced project. Ritzel-Mason is registered and licensed in the state of Florida. This letter will serve as our official scope of services and is accompanied by the included fee estimate. The combination of our resources and experience will provide Baxter & Woodman (the Client) with the confidence that Ritzel-Mason is the right choice to complete the project on time and on budget. Ritzel-Mason has been requested by the Client to provide utility designating services to verify the horizontal positions of existing utilities.

Project SUE/Planimetrics Limits: The limits of our investigation will include six (6) areas within the City of Wilton Manors:

1. a 20-foot by 75-foot area along the east side of NE 6th Avenue nearest to the cross street of NE 28th Street as shown in the attached exhibit as provided by the Client via email on June 24, 2025
2. a 20-foot by 20-foot area along the west side of NE 6th Avenue nearest to the cross street of NE 28th Street as shown in the attached exhibit as provided by the Client via email on June 24, 2025
3. a 20-foot by 20-foot area along the west side of NE 6th Avenue nearest to the cross street of NE 26th Street as shown in the attached exhibit as provided by the Client via email on June 24, 2025
4. a 20-foot by 20-foot area along the east side of NE 6th Avenue nearest to the cross street of NE 26th Street as shown in the attached exhibit as provided by the Client via email on June 24, 2025
5. a 20-foot by 20-foot area along the west side of NE 6th Avenue nearest to the cross street of NE 26th Street as shown in the attached exhibit as provided by the Client via email on June 24, 2025

6. a 20-foot by 20-foot area along the east side of NE 6th Avenue nearest to the cross street of NE 26th Street as shown in the attached exhibit as provided by the Client via email on June 24, 2025.

Project Sketch and Legal Limits: The limits of our investigation will include 19 locations within the City of Wilton Manors as directed by the Client.

Utility Designating Scope of Services: Ritzel-Mason will complete a SUE investigation in general accordance with ASCE Standard 38-02: Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data. Ritzel-Mason will search for the existence and approximate location of subsurface utilities within the project limits except those listed under Exclusions below. The specific work includes:

- A. Records Research through customary means:
 - a. Identify utilities anticipated to exist in the project limits.
 - b. Document responses and compile record information.
- B. Field Investigation using appropriate surface geophysical techniques:
 - a. Documented conductive utilities – designate with the objective of achieving Quality Level B for conductive utilities. Where not possible, lower Quality Levels will be established. Utilities of non-conductive material installed with serviceable tracer wire or tape will be considered conductive. It is important to note, however, that the depicted location of such utilities represents the tracer rather than the actual utility.
 - b. Documented non-conductive utilities – investigate with the objective of achieving Quality Level C. Where not possible, depict at Quality Level D.
 - c. Undocumented utilities – are those utilities that may exist in the project area that have not been previously identified, are not discovered during records research, and for which there is no prior knowledge. Ritzel will use our standard search protocol in an attempt to determine the existence and approximate location of undocumented utilities; however, this work cannot guarantee that all utilities will be found and depicted.
- C. Quality Level exceptions – the following utilities will be investigated with the objective of achieving the specific Quality Level stated:
 - a. Gravity sanitary sewers – Quality Level C.
 - b. Non-conductive utilities with ready access allowing sonde, metal tape or detection rod insertion and tracking – Quality Level B.
 - c. Subaqueous crossings – Quality Level D.
- D. Exclusions – the following utilities and/or components will not be investigated:
 - a. Storm sewers and drains.
 - b. Utility vault or manhole interiors

May 19, 2026



- c. Service lines
- d. Traffic control loops
- e. Street light and signage wiring
- f. Irrigation lines
- g. Cathodic protection
- h. Thrust blocks.
- i. Septic systems.
- j. Underground storage tanks, piping and wiring.

E. Vacuum Excavation – Test holes are not included in these scope of services but can be added at additional cost.

F. Above ground utility features included overhead lines will be collected.

G. Drainage lines are included

Survey Scope of Services: Ritzel-Mason proposed **SUE survey services** as described below:

The survey will be exclusively focused on providing utilities found during the utility designating and vacuum excavation processes by Ritzel-Mason. Horizontal coordinates will be based on the North American Datum of 1983 (NAD83), adjustment 2011 based on the Trimble VRS, State Plane Coordinate System Florida East (0901), unless otherwise directed by the Client. Total station methods will be utilized in areas that GPS signals are obstructed.

Ritzel-Mason proposes **right-of-way services** as described below:

Ritzel-Mason will provide right-of-way on the project limits. Information will be based on readily available data such as plats, deeds, and property appraiser website. Field monumentation will be searched and located. Title search reports will not be included, unless requested at additional cost.

Ritzel-Mason proposed **planimetric services** as described below:

Horizontal only (2D) topography survey at 10-foot intervals to depict the location of all visible fixed improvements within the project limits, including physical objects, roadway pavement, driveways, sidewalks, curb, trees, signs, fences, power poles, buildings and other encumbrances.

Sketch and Legal Scope of Services: Ritzel-Mason proposes **sketch and legal services** as described below:

Ritzel-Mason will prepare 19 sketch and legals as directed by the Client. A legal description of the area only will be prepared to accompany the sketch. The parent tract will be shown.

Basis and Assumptions: Unless specifically stated otherwise in the Scope of Services, this proposal is conditioned on the following. Differences may result in necessary changes to the proposed scope and fee.

- Ritzel-Mason will have ready access to the project area. Construction or clearing activities required for access to perform field services are not included.
- Standard Maintenance of Traffic (MOT) is included. Extraordinary MOT such as lane closures, route detouring, crash trucks, off-duty police officer, railroad flagging fees and other efforts deemed atypical are not included.

May 19, 2026



- Field work can be completed within normally accepted business hours and without the need for overnight or weekend work.
- Possible delays due to weather conditions will be discussed with the client and may affect schedule. Hazardous material, if encountered, will immediately stop work and Ritzel-Mason will not be responsible for any disposal.
- Confined space entry is excluded.
- Entry onto private property beyond incidental, or where prohibited, is not included.
- Entry into buildings is not included.
- Permits are not included but can be requested, if needed.

Client Responsibilities:

- Identify specific survey control if any.
- Participate in permit applications as needed.
- Provide all available records depicting owned utilities in the project area.
- Assist Ritzel-Mason as able in obtaining records of utilities in the project area owned by others.
- Provide or facilitate access to project area for field investigations.

Deliverables:

- Paint marks and flags will depict the approximate horizontal position of underground utilities detected
- A Specific Purpose Survey depicting right-of-way, above ground and underground utilities detected and planimetrics (PDF and DWG)
- 19 sketch and legal documents (PDF and DWG)

Schedule:

We propose to mobilize for this work 10 business days from receipt of this proposal duly signed and barring any unforeseen condition.

Fees:

Utility Designating Services (Marking only) as described above for a lump sum fee of **\$5,390**

SUE Survey Services as described above for a lump sum fee of **\$1,590**

Right-of-way Services as described above for a lump sum fee of **\$1,590**

Planimetric Services as described above for a lump sum fee of **\$3,290**

Sketch and Legal Services as described above for a not-to-exceed fee of **\$32,110** (\$1,690 each) for up to 19 locations

Invoices: All invoices are due and payable in full upon receipt of survey. Surveyor reserves the right to withhold certified prints and files to client or client's consultants until payment is made in full. CAD file (if part of deliverables) will not be released until invoice is paid in full. If payment is not received within 35 days of the invoice date, a late charge may be added to the invoice in an amount not to exceed 1½ percent per month on the outstanding balance. If payment is not received within 60 days of the invoice date, Surveyor may terminate this agreement or suspend

City of Wilton Manors – Wayfinding Signs

May 19, 2026



work under the agreement until payments have been made in full. The undersigned agrees to pay reasonable attorney fees and all costs and expenses incurred by Ritzel-Mason in the collection of any past due obligation of the undersigned pursuant hereto.

Basis: The fees listed above are based on Ritzel-Mason's crews being able to work during the hours of 7:00am to 6:00pm and being granted access to the site. Nighttime or weekend work may incur additional fees. Nighttime work shall be any time outside of regular work hours being 7:00am to 6:00pm. Ritzel-Mason is equipped to supply minor MOT services. The client will be responsible for providing major MOT assistance, such as lane closures. Ritzel-Mason's field crews and equipment are not equipped or prepared to work in any area that possibly are, or may have been, contaminated with hazardous materials at any time. Any fee or permit requested in order to perform the work will be submitted to the client at cost.

Again, we appreciate the opportunity to provide our surveying services for Baxter & Woodman. Please call me directly at 786.472.0358, if you have any questions or comments. We look forward to beginning work on this project upon receiving your authorization to proceed.

Sincerely,

A handwritten signature in blue ink that reads "Dennis Ritzel". The signature is stylized and includes a large, sweeping flourish at the end.

Dennis Ritzel, PSM
Director of Business Operations
786.472.0358
Email: dennis@ritzel-mason.com



Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, June 23, 2026

From: Roberta Moore, Community Development Services Director

Prepared by: Evangeline Kalus, City Planner

(a) **Subject:** Specific Use Permit Application SUP 26-01 for 2209 Wilton Drive to extend hours to sell or offer the sale of alcoholic beverages on the premises.

(b) **City Manager Recommendation:** Approval of the Specific Use Permit Application SUP 26-01 to extend the hours to sell, offer to sell, and consume alcoholic beverages for Eagle Wilton Manors for the following dates and times and subject to the restriction of the sale and consumption being limited to within the bricks and mortar bar and nothing on the outside and off-duty detail officers are required. The applicant must coordinate with the Police Department to hire off-duty detail officers for the extended hours.

- Monday, September 7, 2026 from 2:00 a.m. to 4:00 a.m.
- Sunday, November 29, 2026 from 3:00 a.m. to 4:00 a.m.

(c) **Report In Brief:** The applicant requests the extension of the permissible hours to sell, offer to sell, and consume alcoholic beverages in accordance with Section 3-9(f) of the City's Code of Ordinances.

(d) **Discussion:**

Spartacus NightClubs LLC, doing business as Eagle Wilton Manors, located at 2209 Wilton Drive, has submitted a Specific Use Permit Application, requesting an extension of the hours to serve and sell alcoholic beverages in accordance with Section 3-9(f) of the City of Wilton Manors ("City") Code of Ordinances ("Code"). Section 3-9(f) of the City's Code governs the hours during which alcoholic beverages may be sold, served, or delivered and process for requesting an extension of these hours. No person, vendor, or employee of a state-licensed vendor may sell, offer for sale, deliver, or serve any liquor, beer, or wine regardless of alcohol contact 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. Section 3-9(f) states that the request and/or approval of an exemption shall not exceed past 4:00 a.m. The extended hours requested by Eagle Wilton Manors are as follows:

- Monday, September 7, 2026 from 2:00 a.m. to 4:00 a.m.

- Sunday, November 29, 2026 from 3:00 a.m. to 4:00 a.m.

City staff have reviewed the request to ensure consistency with Section 3-9(f) of the City's Code, which includes, but is not limited to, the City of Wilton Manor's Comprehensive Plan, the City's Unified Land Development Regulations, impacts on traffic circulation, impacts on pedestrian safety, nuisance factors, screening and buffering of adjacent property, neighborhood scale and character, and whether off-duty sworn officers are required.

City staff is recommending approval of the extension request for the below dates with the condition that the sale and service of alcoholic beverages and the consumption of these alcoholic beverages are limited to the inside of the bar (bricks and mortar), with no outside sale, service or consumption and off-duty detail officers are required. Two off-duty detail Wilton Manors police officers per extension are required to enhance safety and security at the event, mitigate/eliminate the need for on-duty police resources to be utilized if a need arises, and align with department policy. The applicant must coordinate with the Police Department's contracted partner 60 days prior to the date of each extension to hire off-duty detail officers for the hours of 12:00 am - 4:00 am. For more information, please refer to the police department's memorandum attached to this item.

Extension Dates/Times Recommended for Approval

- Monday, September 7, 2026 from 2:00 a.m. to 4:00 a.m.
- Sunday, November 29, 2026 from 3:00 a.m. to 4:00 a.m.

(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. Special Use Permit for Eagle Extension of Hours for Alcohol 6.9.26
 2. Eagle Wilton Manors - SUP Request for Alcohol Sales Hours Extension (GB146-060926)
 3. 2026 09 07 EWM Special Use Permit App
 4. 2026 11 29 EWM special use permit
 5. Sec._3_9.____Hours_of_sale



Life's Just Better Here

TO: Mayor and City Commissioners

THRU: Leigh Ann Henderson, City Manager

THRU: Roberta Moore, Community Development Services Director

THRU: Christian Cervantes, Assistant Community Development Services Director

FROM: Evangeline (Evy) G. Kalus, City Planner

DATE: June 9, 2026

RE: Special Use Permit Application SUP 26-02: Request to Extend the Hours of Alcoholic Beverage Sales and Service

The business owner at 2209 Wilton Drive has requested an extension of the hours that they may sell and serve alcoholic beverages in accordance with Section 3-9(f) of the City's Code of Ordinances. Section 3-9 of the City's Code of Ordinances governs the hours in which alcoholic beverages may be sold, served, or delivered. No person, vendor, or employee of a state-licensed vendor may sell, offer for sale, deliver, or serve any liquor, beer, or wine regardless of alcohol 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.

The applicant has requested the extension of the hours that alcohol may be served or sold as follows for the business located at 2209 Wilton Drive:

- Monday, September 7, 2026 from 2:00 a.m. to 4:00 a.m.
- Sunday, November 29, 2026 from 3:00 a.m. to 4:00 a.m.

In Section 3-9 (f) of the City's Code of Ordinances, a person or vendor may apply for a specific use permit which grants a temporary exemption to the prohibited hours specified herein.

- The 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.

City staff has reviewed the applicant's request for consistency with Section 3-9 of the City's Code of Ordinances as follows:

- Consistency with the Comprehensive Plan-
 - The goal of the Future Land Use Element of the City's Comprehensive Plan, states that to ensure that the City maintains viable and attractive residential areas a balanced supply of commerce to meet the needs of the residents and other commercial activities shall occur in Wilton Manors. This an extension of the hours to sale alcoholic beverages for an existing bar on a parcel with a "commercial" land use designation. The extension would be consistent with the underlying land use and the goals, policies, and objectives of the City of Wilton Manors Comprehensive Plan.
- Consistency with zoning-
 - The subject parcel has a zoning designation of Wilton Drive Arts and Entertainment District (WDAE). The existing bar at 2209 Wilton Drive is a use consistent with the permitted uses per Section 030-030 of the City's Unified Land Development Regulations.
- Impacts on traffic circulation-
 - No changes will be made to the traffic circulation within the existing parcel during the extended period in which alcoholic beverages will be sold.
- Impacts on pedestrian safety-
 - The existing bar fronts Wilton Drive and no activities related to the extended sale of alcoholic beverages will affect and or impede the sidewalk along Wilton Drive.
- Nuisance factors-
 - The applicant will be required to sell, serve, and the patrons will be required to consume alcoholic beverages during this extended period of time within an enclosed building as to not create a nuisance. No additional noise is anticipated to be generated by the extension of the sale of alcohol.
- Screening and buffering of adjacent properties-
 - The applicant will be required to sell and serve, and the patrons will be required to consume alcoholic beverages during this extended period of time within an enclosed building. No additional screening and buffering will be provided associated with the existing bar to adjacent properties.

- Neighborhood scale and character:
 - The existing bar is located within an existing entertainment district. The parcel in which the existing bar is located is adjacent to existing multi-family uses, commercial uses, and one (1) single family. Other than the commercial uses located in the same building that other multi-family uses and single-family home are separated by NE 23 Street and eighty (80) feet of parking lot. The extension of the sale of alcohol is only during holiday weekends by one (1) to two (2) hours. The temporary extension is not anticipated to change the scale and character of the existing entertainment district.
- Off-duty sworn officers required:
 - Coordinate with the City of Wilton Manors Police Department to hire off-duty sworn officers.
- 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.

Approval of the Specific Use Permit Application SUP 26-01 to extend the hours to sell, offer to sell, and consume alcoholic beverages for Eagle Wilton Manors for the following dates and times and subject to the restriction of the sale and consumption being limited to within the bricks and mortar bar and nothing on the outside.

- Monday, September 7, 2026 from 2:00 a.m. to 4:00 a.m.
- Sunday, November 29, 2026 from 3:00 a.m. to 4:00 a.m.



WILTON MANORS POLICE DEPARTMENT




Gary Blocker
Chief of Police

Life's Just Better Here

2020 WILTON DRIVE WILTON MANORS • NON-EMERGENCY DISPATCH 954-764-4357 (HELP) • INFORMATION 954-390-2150

TO: City Commission via Leigh Ann Henderson, City Manager

FROM: Gary Blocker, Chief of Police 

CC: Roberta Moore, Community Development Services Director
Darren Brodsky, Assistant Chief
Biagio Balistrer, Training Sergeant

DATE: June 9, 2026

REF: Specific Use Permit Application – Request for Extension to Serve/Sell Alcohol

The City and its police department received a Specific Use Permit Application from Eagle Wilton Manors requesting an extension of hours to serve/sell alcohol. [Sec. 3-9 - Hours of Sale](#) of our Code of Ordinances authorizes the serving/sale of alcohol up until 2:00 am Monday through Friday, and 3:00 am Saturday and Sunday. Eagle Wilton Manors has requested an extension as follows that includes the recommendation of the police department:

Day	Date	Extension	Hours Extended	Recommendation
Monday	September 7, 2026 - <i>Holiday</i>	2:00 am to 4:00 am	2	Approve
Sunday	November 29, 2026	3:00 am to 4:00 am	1	Approve

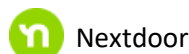
Eagle Wilton Manors Police Incidents

Staff reviewed police incident data for Eagle Wilton Manors as shown below.

Year	# of Incidents
2026 TYD	33
2025	133
2024	98

Off-Duty Detail Services

As provided in Sec. 3-9(f) of our Code of Ordinances, the police department will require Eagle Wilton Manors to hire two (2) off-duty Wilton Manors Police Officers per extension. This detail enhances safety and security at the event and mitigates the need for on-duty police resources to be utilized if called upon. The off-duty detail hours are shown in TABLE A. Per Department Policy #104 – Extra Duty Details and Off-Duty/Volunteer Employment, this detail will require two (2) officers as this establishment serves alcohol. A request for services shall be submitted to the City’s contracted partner, Off Duty Management, 60 days prior to the date of extension. This request shall be made via the City’s website at <https://www.wiltonmanors.gov/722/Hire-an-Off-Duty-Police-Officer>. Off Duty Management can also be contacted at (954) 406-8099 or (877) 636-8300. The police department recommends any approval be automatically rescinded if this request for services is not submitted as required.





WILTON MANORS POLICE DEPARTMENT



Gary Blocker
Chief of Police

Life's Just Better Here

2020 WILTON DRIVE WILTON MANORS • NON-EMERGENCY DISPATCH 954-764-4357 (HELP) • INFORMATION 954-390-2150

TABLE A – Off-Duty Detail Hours

Day	Date	Off-Duty Detail Hours	# of Officers
Monday	September 7, 2026 - <i>Holiday</i>	12:00 am to 4:00 am	2
Sunday	November 29, 2026	12:00 am to 4:00 am	2

Off-Duty Detail – Estimated Costs

Monday September 7, 2026 – Labor Day

Resource Type	Rate	Hours	Total
Police Officer	\$69.60 ¹	4	\$278.40
Police Vehicle	\$7.54	4	\$30.16
Police Officer	\$69.60 ¹	4	\$278.40
Police Vehicle	\$7.54	4	\$30.16
Total Estimated Cost			\$617.12

¹ Holiday/alcohol served rate of pay.

*3.5% processing fee will be added.

Sunday November 29, 2026

Resource Type	Rate	Hours	Total
Police Officer	\$69.60 ²	4	\$278.40
Police Vehicle Fee	\$7.54	4	\$30.16
Police Officer	\$69.60 ²	4	\$278.40
Police Vehicle Fee	\$7.54	4	\$30.16
Total Estimated Cost			\$617.12

² Alcohol served rate of pay.

*3.5% processing fee will be added.



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SPECIFIC USE PERMIT APPLICATION
Request for Extension of Hours to Serve/Sell Alcohol

A specific use permit grants a temporary exemption to the hours to sell or offer for sale of alcoholic beverages. A specific use permit application is required to be submitted to Community Development Services (CDS) at least sixty (60) days prior to the initial exemption date and shall not be in excess of three (3) consecutive days. Section 3-8(f) of the City of Wilton Manors Code of Ordinances regulates the specific use permit process.

Date: 1-14-2026 Permit Number: _____

Business Name: Spartacus NightClubs LLC - DBA: Eagle Wilton Manors

Address: 2209 Wilton Dr. Wilton Manors, FL 33305

Business Representative: Gregory King Title: Senior Business Manager

Phone Number: 443-796-5225 Additional Numbers: Chuck King 717-825-4141

Date(s) of Use: September 7, 2026 Time(s) of Extension: 3-4 am
(Limit 3)

Location: Eagle Wilton Manors

Reason for Request: Holiday Weekend - Hard Labor Music Festival

Title/Description of Activity/Event: 5 Days of DJ's inside Eagle - Labor Day Weekend

Estimated Attendance: 500 Payment Received: \$100.00

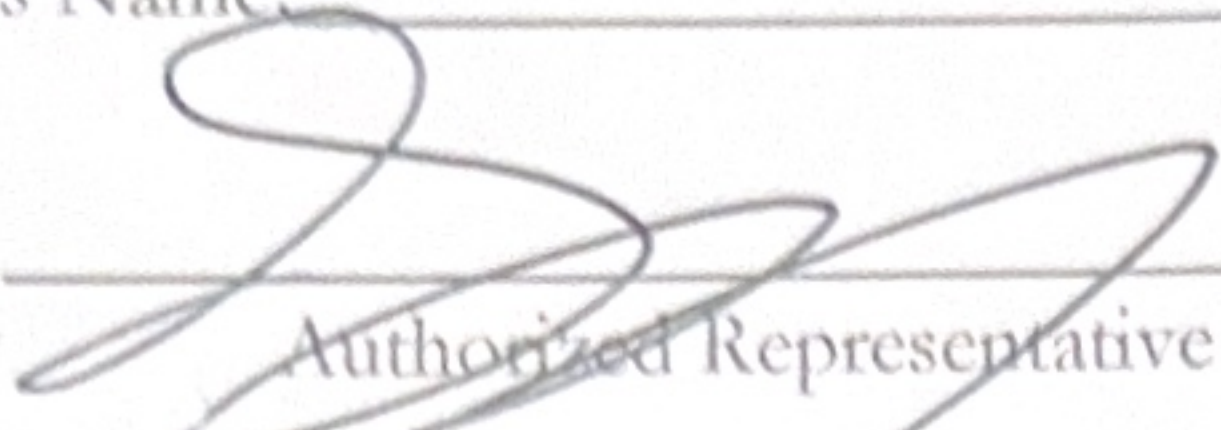
Has the Business been granted prior extensions? Yes When? New years Eve 1/1/2026

The following activities, arrangements and conditions have been approved and agreed upon:
Extension of hours to sell alcohol (specify dates and times)

Monday, September 7th, 2026 2-4 am

All rules, regulations and Ordinances of the City of Wilton Manors, including but not limited to those Code of Ordinance provisions which govern sale and/or service of alcohol and noise reductions, must be complied with. As the Permittee, I understand that I am responsible for the actions of the organizations and that this Permit may be revoked at any time for noncompliance with City rules, regulations and ordinances.

Business Name: Spartacus LLC

By:  _____
Authorized Representative

Gregory King Senior Business Manager

Print Name and Title

1/13/2026

Date

Community Development Services Department Comments:

REVIEWED BY: _____

DATE: _____

Community Development Services Director

Police Department Comments:

REVIEWED BY: _____

DATE: _____

Police Chief

Other Comments:

REVIEWED BY: _____

DATE: _____

Sec. 3-8. - 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 him 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 his/her 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 his/her 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 enforcement 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 code enforcement board, 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 \$200.00

Second offense 300.00

Third offense 500.00

Fourth offense or greater 500.00

(Ord. No. 588, § 1(4-13), 8-26-86; Ord. No. 712, § 2, 8-24-93; Ord. No. 815, § 2, 1-9-01; Ord. No. 862, § 2, 7-27-04; Ord. No. 976, § 2, 4-12-11; Ord. No. 2015-0002, § 2, 2-24-15)

Editor's note— Ord. No. 712, § 2, adopted Aug. 24, 1993, amended Ch. 3 by adding § 3-8.1. In order to provide for better classification, such new provisions were added as § 3-8(f) and (g) at the editor's discretion.

Cross reference— Licenses, permits and business regulations, Ch. 10.



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SPECIFIC USE PERMIT APPLICATION
Request for Extension of Hours to Serve/Sell Alcohol

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Business Representative: Gregory King Title: Senior Business Manager

Phone Number: 443-796-5225 Additional Numbers: Chuck King 717-825-4141

Date(s) of Use: November 29, 2026 Time(s) of Extension: 3-4 am
(Limit 3)

Location: Eagle Wilton Manors

Reason for Request: Holiday Weekend - Late Night Music Festival

Title/Description of Activity/Event: 5 Days of DJ's inside Eagle - Thanksgiving Weekend

Estimated Attendance: 500 Payment Received: \$100.00

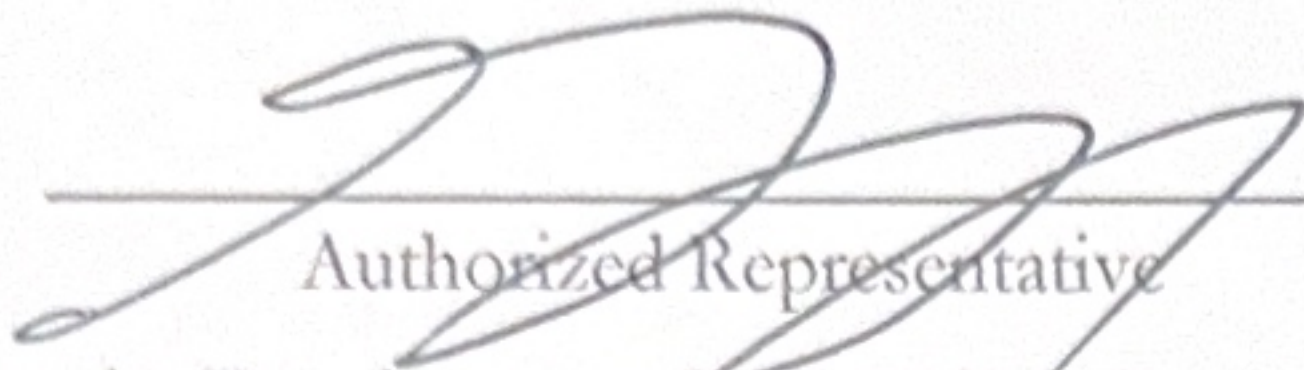
Has the Business been granted prior extensions? Yes When? New years Eve 1/1/2026

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Extension of hours to sell alcohol (specify dates and times)

Sunday Nov. 29th 3-4 am

All rules, regulations and Ordinances of the City of Wilton Manors, including but not limited to those Code of Ordinance provisions which govern sale and/or service of alcohol and noise reductions, must be complied with. As the Permittee, I understand that I am responsible for the actions of the organizations and that this Permit may be revoked at any time for noncompliance with City rules, regulations and ordinances.

Business Name: Spartacus LLC

By: 
Authorized Representative


Gregory King Senior Business Manager

Print Name and Title

1/13/2026

Date

Community Development Services Department Comments:

REVIEWED BY: 

DATE: _____

Community Development Services Director

Police Department Comments:

REVIEWED BY: _____

DATE: _____

Police Chief

Other Comments:

REVIEWED BY: _____

DATE: _____

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- (c) No vendor shall permit anyone who purchases package goods in the original container to leave the premises during the prohibited hours, taking with him 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 his/her 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 his/her 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 enforcement 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 code enforcement board, 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 \$200.00

Second offense 300.00

Third offense 500.00

Fourth offense or greater 500.00

(Ord. No. 588, § 1(4-13), 8-26-86; Ord. No. 712, § 2, 8-24-93; Ord. No. 815, § 2, 1-9-01; Ord. No. 862, § 2, 7-27-04; Ord. No. 976, § 2, 4-12-11; Ord. No. 2015-0002, § 2, 2-24-15)

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Cross reference— Licenses, permits and business regulations, Ch. 10.

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 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.

(Ord. No. 2022-007, § 3, 5-10-22)



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COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, June 23, 2026

From: Michelle Parks, Leisure Services Director

Prepared by: Michelle Parks, Leisure Services Director

(a) **Subject:** Motion to approve Special Event Permit for Wicked Manors

(b) **City Manager Recommendation:**

(c) **Report In Brief:** Approval of this request will allow the Pride Center at Equality Park to host the 2026 Wicked Manors Halloween Street Festival on Saturday, October 31, 2026, from 6:00 p.m. to 11:00 p.m. along Wilton Drive. The permit also provides for the closure of Wilton Drive beginning at 9:00 a.m. on October 31, 2026, through 4:00 a.m. on November 1, 2026.

(d) **Discussion:**

Wicked Manors is one of the City's largest and most anticipated annual events, drawing significant regional attendance to Wilton Drive and generating economic activity for local businesses and the community. The 2025 event brought an estimated 40,000 people to the City.

The Pride Center at Equality Park is requesting approval to host the 2026 Wicked Manors Halloween Street Festival on Saturday, October 31, 2026, from 6:00 p.m. to 11:00 p.m. along Wilton Drive. The permit provides for the closure of Wilton Drive beginning at 9:00 a.m. on October 31, 2026, through 4:00 a.m. on November 1, 2026.

In advance of the event, City staff will continue to coordinate with the Pride Center's organizing team on logistics, public safety, permitting, site plan review, parking operations, and event requirements. Coordination will include review by the Special Event Committee, public safety planning, emergency access, vendor layout, accessibility, sanitation, alcohol permitting, severe weather procedures, and post-event cleanup requirements.

Consistent with prior years and the terms of the 2026 Special Event Permit, the City will provide planning guidance and coordination assistance related to the event. The City has budgeted \$8,000 for barricades and road closure costs associated with the event. The City will also waive building permit fees associated with the event, estimated at \$2,500.

The City will provide staff support for permit coordination, Special Event Committee meetings, review of the event site plan and operational planning documents, and related logistical

support. Any direct City labor costs and associated benefits for event set-up, equipment assistance, and related labor services requested by the Pride Center will be reimbursed to the City by the Pride Center.

The Pride Center will be responsible for all public safety and emergency medical services costs, security screening, vendor coordination, alcohol permitting, trash removal, post-event cleanup, and compliance with all applicable permit conditions. The Pride Center will also be responsible for reimbursing the City for invoiced direct costs associated with logistical support within 30 days after the event.

The permit further provides that the City will contribute parking revenues collected from Saturday, October 31, 2026, at 4:00 a.m. through Sunday, November 1, 2026, at 4:00 a.m., less all direct and indirect costs incurred by the City related to parking management, enforcement, staffing, equipment, administration, and contractor services associated with the event.

- (e) **Strategic Plan Consistency:** Goal B: Promote Economic Development: Key Objective 4: Promote Wilton Manors as a Tourist Destination.
Goal C: Enhance Quality of Life and Livability: Key Objective 5: Support Recreation and Open Space Programs and Initiatives.

- (f) **Concurrences:** City Manager's Office
Community Services
Fire Marshal
Risk Management
Utilities / EMU
WMPD

(g) **Fiscal Impact:**

Expense Item / Revenue Item	Estimated Value	Fund Source / Notes
Barricades / Road Closure	\$8,000	Budgeted City Expense
Waived Building Permit Fees	\$2,500 estimated	General Fund / waived revenue
Parking Revenue Contribution	TBD	Parking Fund; net of direct and indirect City costs related to parking operations
Direct City Labor Costs	TBD on an as-needed basis at the request of the Pride Center	Paid by Pride Center
Special Event Permit Application Fee	\$250	Paid by Pride Center

(h) **Alternatives:**

- (i) **Attachments:** 1. 2026_Wicked_Manors_Special_Event_Permit_SIGNED



Life's Just Better Here

Event Name: Wicked Manors
Event Date: Saturday, October 31, 2026
Organization: Gay & Lesbian Community Center of Greater Fort Lauderdale, Inc. (Pride Center)

Event Permit #26 - 869

Location: Wilton Drive		Event Date(s): Saturday, October 31, 2026	
Permittee: Gay & Lesbian Community Center of Greater Fort Lauderdale, Inc. (Pride Center)			
Organization is: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Non-Profit <i>(If Non-Profit, please include a copy of the IRS 501 (c)3 tax exemption letter)</i>			
Address: 2040 N Dixie Highway			
City: Wilton Manors	State: Florida	Zip: 33305	
Telephone: (954) 648-8102		Email: rboo@pridecenterflorida.org	
Representative: Robert Boo		Title: CEO	
Description of Event: Wicked Manors Halloween Street Festival			
Hours of Activity: 6:00pm – 11:00pm (Wilton Drive closed from 9am October 31 to 4am Nov 1)			
Anticipated Attendance: 20,000		Special Event Fee: \$250 application fee	
Event Category (Please check): <input type="checkbox"/> Athletic/Recreation <input checked="" type="checkbox"/> Street Festival <input type="checkbox"/> Parade/March <input type="checkbox"/> Block Party <input type="checkbox"/> Concert/Performance <input type="checkbox"/> Carnival <input type="checkbox"/> Grand Opening <input checked="" type="checkbox"/> Road Closure Other: _____			

RELEASE AND WAIVER OF LIABILITY

To Wilton Manors: In consideration of the opportunity afforded Permittee to use City premises for the special event activities described herein, Permittee named herein does freely agree to make the following contractual representations and agreements:

Permittee agrees to indemnify, defend, and hold harmless Wilton Manors, its officers, agents, employees, and volunteers from and against all claims, suits, actions, damages, liabilities, or expenditures of any kind arising out of or occurring during the special event activities of Permittee and resulting from any error, omission, conduct, or negligent act of the Permittee, resulting in or relating to any damage or injury to person or property arising from the use of the City premises or improvements thereto. Further, Permittee hereby knowingly, freely, and voluntarily assumes all risk and liability for any damage or injury that occurs as a result of the use of the City premises and agrees to release, waive, discharge, and covenant not to sue Wilton Manors, its officers, agents, employees, and volunteers from any and all liability or claims that may be sustained by the Permittee or by a third party directly or indirectly in connection with, or arising out of, the Permittee's use of the City premises, whether caused in whole or in part by the negligence of Wilton Manors or otherwise.

By signing below, Permittee certifies that he or she has read the reverse side of the Event Permit and the above provisions and fully understands the terms therein; and understands that he or she has given up substantial rights by signing the Event Permit; and that he or she has signed the Event Permit freely without any inducement or assurance of any nature and intends it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law. Permittee further agrees that if any portion of this Event Permit is held to be invalid, the balance shall continue in full force and effect.

Organization Representative: 	Robert Boo, CEO	Date 6/10/26
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Event Name: Wicked Manors
Event Date: Saturday, October 31, 2026
Organization: Gay & Lesbian Community Center of Greater Fort
Lauderdale, Inc. (Pride Center)

**Event
Permit
#26 - 869**

GUIDELINES FOR EVENT PERMIT

Purpose of event permit is to **authorize** the application of the organization to provide a public special event within the City of Wilton Manors. The Special Event Permit and its attachments contain the terms, conditions, and agreements between the City of Wilton Manors and the organization.

****This permit is not valid until it is signed by an authorized representative and accepted by the City****

1. ACCESSIBILITY (Event Accessibility Site Plan)

Both Permittee and City of Wilton Manors shall comply with Title I and Title II of the Americans With Disabilities Act (ADA) regarding nondiscrimination on the basis of disability in employment and in state and local government services, in the course of providing any services funded in whole or in part by the City of Wilton Manors. All Permits must include an approved Site Plan that depicts how, where, and by what means persons with disabilities will have equal access to activities to be provided.

2. ASSIGNMENT

Neither the City of Wilton Manors nor Permittee may assign its rights or obligations under this Event Permit without prior written consent of both parties 30 days in advance of the special event. The City may decline to agree to such an assignment for any reason, or for no reason at all.

3. CANCELLATION

Either City of Wilton Manors or Permittee may cancel without cause its rights and obligations under this Permit by prior written consent of both parties 30 days in advance of the special event. Failure to comply with terms, conditions, and agreements identified in Permit is grounds for immediate termination by the City of Wilton Manors and its activities. The City may cancel this Event Permit 30 days in advance of the event if such cancellation is deemed to be in the best interest of the health, safety, and welfare of the City and its residents.

4. CROWD AND VEHICULAR TRAFFIC CONTROL

Responsibility for crowd and vehicular traffic control must be clearly defined within Permit. The law enforcement agency having jurisdiction of the event site reserves the right to determine the level of police officers required to maintain public safety. Type, number, and placement of crowd and vehicular control measures must be identified in Permit and on the Event Site Plan.

5. SPECIAL EVENT SITE PLAN

Permittee will submit to the City of Wilton Manors Special Events Committee for approval a Special Event Site Plan that clearly depicts the layout and logistics of the special event according to the terms and conditions of the Permit. The site plan must identify, including but not limited to: the location of all amenities within the event site, including activities and entertainment, stages, tents, canopies, and inflatables; crowd and vehicular traffic control measures; the location of all event fee collection points; event parking (including access); first aid location; portable restrooms; signage; trash removal sites; and vendor locations.

6. PARKING

All vehicles, including set-up/breakdown, organizer, volunteer, and participant vehicles, must be parked in designated parking areas only as depicted in Event Site Plan. Any other arrangement must be approved in advance by the City of Wilton Manors.

7. PERMITS AND LICENSES

Permittee agrees to provide the City of Wilton Manors with copies of all federal, state, county, city, and other permits and licenses required to provide the special event activities described in Permit, as requested by the City.

8. PERSONAL PETS

In accordance with the City of Wilton Manors Code, all personal pets (where permitted) must be under owner's immediate control and attached to a leash a maximum of six feet long at all times while on City property.

9. POLYSTYRENE

The use of polystyrene (Styrofoam) products is prohibited by individuals, temporary vendors, contractors, and special event permittees per City Code Chapter 10, Article 16, Section 10-142.

10. RULES AND REGULATIONS

Permittee agrees to comply with all applicable federal, state, county, municipal, Leisure Services Department, and other ordinances, rules, regulations, and guidelines that apply to conducting a special event on City of Wilton Manors property.

11. SAFETY AND LAW-ENFORCEMENT SECURITY

Permittee agrees to provide appropriate public safety and security measures before, during, and after the special event. The City of Wilton Manors Police Department reserves the right to determine type and magnitude of security required to ensure public safety standards.



Event Name: Wicked Manors
Event Date: Saturday, October 31, 2026
Organization: Gay & Lesbian Community Center of Greater Fort Lauderdale, Inc. (Pride Center)

Event Permit #26 - 869

12. SIGNAGE

Permittee agrees to provide event and activity signage according to attached terms and conditions of Permit, including accessibility signage.

13. SUBCONTRACTOR AGREEMENTS

Permittee agrees to provide City of Wilton Manors, upon request with complete copies of all written agreements with subcontracted for-profit and nonprofit individuals and/or organizations associated with the special event activities upon request. All subcontractors shall adhere to the same Event Permit guidelines as Permittee.

14. TRASH AND CLEANUP RESPONSIBILITIES

Permittee is required to provide a clean and safe special event for the public, including the provision of event trash collectors and labor for set up, event activities, and post-event cleanup. These responsibilities are defined within the terms and conditions of the Permit.

15. VOLUNTEERS & EVENT STAFF

Permittee is responsible for providing and managing all staffing and volunteers necessary for event operations, including staffing for the collection of event registration fees. The applicant is solely responsible for the recruitment, selection, supervision, and management of all non-City staff, volunteers, and event personnel, and expressly acknowledges and agrees that the City of Wilton Manors assumes no liability for the recruitment, selection, background screening, or management of any non-City event staff, volunteers, or personnel.

Section 1 – Sub-Contractual Agreements		Due Date
Requirements		
1.A	Provide verification to City of Wilton Manors Division of Florida non-profit status by Tuesday, September 1, 2026	9/1/2026
1.B	Provide list of officers/individuals authorized to sign agreement on behalf of Florida non-profit by Tuesday, September 1, 2026	9/1/2026

Section 2 – Insurance		Due Date
Requirements		
2.A	CERTIFICATE(S) OF INSURANCE REQUIREMENTS Include language: Name City of Wilton Manors as Additional Insured for all day(s) of event by Thursday, October 1, 2026	10/1/2026
2.B	GENERAL LIABILITY: Provide Wilton Manors Risk Management with proof of a Comprehensive General Liability Policy Limits: \$1,000,000 / \$2,000,000 aggregate – Bodily injury and property damage \$1,000,000 – Auto, bodily injury, property damage, workers comp, employer's liability	
2.C	FOOD AND/OR BEVERAGE VENDOR SERVICE: Provide Wilton Manors Risk Management with proof of Liability Policy: Limits: \$1,000,000 – Food/Product Vendors \$1,000,000 – Soft Drink/Beverage Vendors	



Life's Just Better Here

Event Name: Wicked Manors
Event Date: Saturday, October 31, 2026
Organization: Gay & Lesbian Community Center of Greater Fort Lauderdale, Inc. (Pride Center)

Event Permit #26 - 869

Section 3 – Human Resources	
Requirements	
3.A	Provide appropriate staff to manage the collection of event registration fees.
3.B	Provide for staff recruitment and management at the event.
3.C	Provide for volunteer recruitment and management at the event.
3.D	Waives any claims for the following: Wilton Manors assumes no liability for the recruitment, selection, background screening of non-City special event management, staff, volunteers and others.
3.E	Upon request, provide City of Wilton Manors with vehicle and people identification tags for all event staff, volunteers, VIP, sponsors, entertainment, and vendors.

Section 4 – Alcohol		Due Date
Requirements		
4.A	Beer and Wine Beverages Sales with Florida Permit Only: Provide copy of approved State of Florida approved Alcohol Permit for the event to City by Thursday, October 1, 2026	10/1/2026
4.B	Proof of Insurance: Provide City with Certificate of Liability Insurance for serving alcoholic beverages at the special event identified in this permit. <ul style="list-style-type: none"> Limits \$1,000,000 Alcoholic Beverage Vendors <p style="text-align: center;">DO NOT INCLUDE: Wilton Manors as Additional Insured</p>	
4.C	Liquor Liability Policy due to Wilton Manors Risk Management by Thursday, October 1, 2026	10/1/2026
4.D	Requirements to be completed: <ol style="list-style-type: none"> Provide the City of Wilton Manors with a list of dates and times of the day that alcohol will be served. Provide event staff that is properly trained to serve alcohol. Post signs to notify the public of the proper legal age identification requirement: <p style="text-align: center;">ALL PERSONS MUST BE 21 YEARS OF AGE TO PURCHASE AND/OR CONSUME ALCOHOLIC BEVERAGES AT THIS EVENT</p> Refuse alcohol service to individuals who appear intoxicated. Post signs to notify the public – LIMIT PER SERVING – TWO (2) DRINKS PER PERSON. Provide "last call" 30 minutes prior to scheduled event close time. No glass bottles are permitted outdoors, plastic containers only. Comply with Florida Statute 561.422 Nonprofit civic organizations, temporary permits. 	10/1/2026
4.E	Comply with Section 3-14 of City Code prohibiting nudity and sexual conduct.	



Life's Just Better Here

Event Name: Wicked Manors
Event Date: Saturday, October 31, 2026
Organization: Gay & Lesbian Community Center of Greater Fort Lauderdale, Inc. (Pride Center)

Event Permit #26 - 869

Section 5 – Sound Levels	
Requirements	
5.A	All noise, music and sound must be kept to an acceptable level that does not jeopardize the health, welfare or safety, or degrade the quality of life of the community. An acceptable level of public noise, music and sound will be determined by the Wilton Manors Police Department .
5.B	Amplified music and sound is prohibited after 11:00pm, per Section 3-10 of City Code .

Section 6 – Vendors		Due Date
Requirements		
6.A	Upon request provide the City of any services, product, food and/or beverage vendors to include a list of all products, food and beverages to be sold to ensure that there are no violations of Wilton Manors policies.	
6.B	Upon request provide the City with a copy of all written agreements with for-profit and not-for-profit organizations and individuals that are affiliated with services, products, food and beverages to be provided under this Permit by Thursday, October 1, 2026	10/1/2026
6.C	Upon request, provide the City with written documentation assuring vendor compliance with all Federal, State, Broward County Health Department requirements for the distribution of product, food and other consumables by Thursday, October 1, 2026	10/1/2026
6.D	Provide vendor staff to operate all event product, food and/or beverage concessions.	
6.E	Provide Staff at the event during vendor site set-up, operation, and break-down.	
6.F	Ensure that vendor clean-up trash within the vendors' sites and parking areas, before, during, and after the event.	
6.G	Provide City with a list of all vendor locations and layout of every vendor location as part of site plan (Refer to Sec. 8.A).	
6.H	Comply with and ensure vendor compliance with City Code Sections prohibiting the use and distribution of plastic straws, stirrers or any polystyrene (Styrofoam) products.	

Section 7 – Program & Entertainment		Due Date
Requirements		
7.A	Consult with City about professional programs and entertainment prior to contracting with them to ensure no violations of Wilton Manors policies.	



Life's Just Better Here

Event Name: Wicked Manors
Event Date: Saturday, October 31, 2026
Organization: Gay & Lesbian Community Center of Greater Fort Lauderdale, Inc. (Pride Center)

Event Permit #26 - 869

7.B	Ensure payment for all sub-contracts relating to this permit. Upon request, provide City with a list of all sub-contracts with for-profit/not-for-profit entertainment groups and individuals under this Permit.	
7.C	Provide City with a final schedule of event program/entertainment by Thursday, October 15, 2026	10/15/2026
7.D	Ensure compliance with all professional entertainment permitting, licensing, and royalty fee (i.e., ASCAP, BMI, etc.) regulations. Ensure compliance with all Wilton Manors policies regarding program and content. Upon request, provide City with proof of permit/license/royalty compliance by Thursday, October 15, 2026	10/15/2026
7.E	Provide for all stage equipment, sound equipment, lighting, power and backup systems, other supplies and equipment for the event, as needed.	
7.F	Provide a stage and production manager to supervise and a professional emcee(s) for announcements and program introductions, as needed.	
7.G	Provide for program and entertainment activity set-up, operations, maintenance, trash disposal, breakdown, and clean-up, as needed.	

Section 8 – Special Event Site Plan		Due Date
Requirements		
Site Plan Requirements: Event organizer will have access only to the designated event areas identified in the site plan – prior to, during, and after the event.		
8.A	Provide the City with a final Event Site Plan, if differing from site plan submitted at time of permit application, indicating the layout and location of all activities. Provide by Thursday, October 15, 2026. <i>Event Site Plan is subject to approval and/or modification by the City's Special Event Committee.</i>	10/15/2026
8.B	Provide the City with a detailed schedule of event set-up, operations, and break-down dates and times by Thursday, October 1, 2026	10/1/2026
8.C	Provide signs and banners to direct participants to parking area(s), program/vendor areas, and other areas specific to this event (i.e. portable toilets, first aid, transportation, accessible route/facilities, and tents).	
8.D	Identify the location, quantity, and type of barricades required for event crowd control on the approved Event Site Plan and Maintenance of Traffic (MOT) plan.	
8.E	Barricade set-up and management shall be completed as directed by the City. Provide barricades for event crowd control.	
8.F	City of Wilton Manors will submit an application for the road closure of Wilton Drive, including the surrounding approved side streets and nearby areas, as designated in the approved site plan to FDOT.	



Event Name: Wicked Manors
Event Date: Saturday, October 31, 2026
Organization: Gay & Lesbian Community Center of Greater Fort Lauderdale, Inc. (Pride Center)

Event Permit #26 - 869

8.G	Provide ten (10) hard copies of the site plan, no smaller than 11"x17" and no larger than 24"x36" to the Community Development Services Director no later than Monday, October 26, 2026	10/26/2026
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Section 9 – Accessibility		
Requirements		
9.A	Agree to comply with Title I and Title II of the Americans with Disabilities Act regarding non-discrimination on the basis of disabilities in employment and in state and local government services, in the course of providing any services funded in whole or in part by Wilton Manors.	
9.B	Accessibility Site Plan Requirement: Special Event Site Plan must include an Accessibility Site Plan section that addresses compliance with accessibility standards. This section should detail circulation routes, access paths, parking, portable toilets, directional signs, and access signs. It must also specify how and where persons with disabilities will have equal access to all event activities, including the means by which this access will be provided.	

Section 10 – Public Safety & Emergency Medical Services		Due Date
Requirements		
10.A	Public safety detail determined by the Wilton Manors Police Department Chief or designee by Tuesday, September 1, 2026 . The Police Chief or designee reserves the right to make enhancements/adjustments to the security detail plan at any time, and the organizer shall be responsible for payment for these services.	9/1/2026
10.B	Provide for Emergency Medical Services personnel throughout the event. Number determined by Community Development Services Department Director or Designee .	
10.C	Provide Emergency Vehicle Access on Event Site Plan by Thursday, October 15, 2026: 1. Identify specific site and staffing of public first aid location. 2. Identify emergency vehicle access/egress route(s).	10/15/2026
10.D	Pride Center shall pay all public safety and emergency medical services being provided for the special event. Pride Center shall meet payment deadlines as established by the public safety and emergency service providers and provide City with proof of payment. Public safety and emergency services provided by or through the City shall be paid sixty (60) days prior to the event, by Tuesday, September 1, 2026	9/1/2026
10.E	Provide an Emergency First Aid Center during the event.	
10.F	Pride Center shall be responsible for implementing security screening at all entry points, utilizing either a metal detection device or a metal detection wand. All individuals entering the event shall be screened by event personnel approved for security operations.	
10.G	The Wilton Manors Police Department Incident Commander, Police Chief, or City Manager may suspend or terminate event activities at any time if conditions threaten public safety, violate	



Event Name: Wicked Manors
Event Date: Saturday, October 31, 2026
Organization: Gay & Lesbian Community Center of Greater Fort Lauderdale, Inc. (Pride Center)

Event Permit #26 - 869

	permit conditions, or violate applicable laws. The organizer shall immediately comply with all directives issued by City officials.	
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Section 11 – Severe Weather Plan		Due Date
Requirements		
11.A	Actively monitor the City's WeatherBug Lightning Alerting System at Mickel Park from the start of setup to the conclusion of the event. A green "No Alert" shall mean the event is authorized and clear to operate. A red "Active Alert" shall mean the event is not clear and not authorized to operate.	
11.B	Should a red "Active Alert" occur the organizer shall communicate with attendees that severe weather is approaching the area, and performances and event activities will cease until the risk of severe weather has cleared. The organizer shall close all entry to the event during the "Active Alert" to prevent additional attendees from entering the event area.	
11.C	When a red "Active Alert" concludes, and a green "No Alert" triggers, the organizer is authorized to communicate with attendees that severe weather has cleared the area, and the event performances and activities may recommence.	
11.D	The organizer shall report to the event Wilton Manors Police Department Incident Commander without delay should the City's WeatherBug Lightning Alerting System not be functioning properly.	
11.E	The organizer shall submit to the Wilton Manors Police Department a written Severe Weather Plan that includes but is not limited to acknowledging the requirements in 11.A - 11.D, shelter locations, staff member(s) or position(s) assigned to monitor the alerting system. This plan shall be submitted by Thursday, October 1, 2026	10/1/2026
11.F	The Wilton Manors Police Department shall ensure the City's WeatherBug Lightning Alerting System is functioning properly one week prior to the event, and prior to the event's start.	
11.G	The Wilton Manors Police Department shall rebroadcast the organizer's severe weather and event activity commencement notifications via social media and any other electronic public communications platform being used for the event.	

Section 12 – Public/Portable Toilets		Due Date
Requirements		
12.A	Provide adequate public portable toilet facilities for the event. Number determined by Wilton Manors Community Development Services and the Florida Department of Environmental Protection per rule 62-6.0101 of the Florida Administrative Code.	
12.B	Provide Public/Portable Toilet Site Plan, including facilities, location, and access for persons with disabilities. Must be within 350 ft. of event area. Provide by Thursday, October 15, 2026	10/15/2026



Life's Just Better Here

Event Name: Wicked Manors
Event Date: Saturday, October 31, 2026
Organization: Gay & Lesbian Community Center of Greater Fort Lauderdale, Inc. (Pride Center)

Event Permit #26 - 869

12.C	Upon request provide the City with written proof of payment for public/portable toilets by Thursday, October 1, 2026	10/1/2026
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Section 13 – Public Relations & Communications

Requirements

Requirements — *No event publicity is permitted prior to full approval of this Event Permit.*

13.A	Provide the City of Wilton Manors City Manager's Office with all event public relations materials for review prior to release.
13.B	Provide public notice of fees associated with the event.
13.C	Provide public notice in all event publicity that no coolers or glass bottles will be permitted into the event area by anyone.
13.D	<p>THIS IS A PRIVATE TICKETED EVENT THAT IS NOT OPEN TO THE PUBLIC. PERMITTEE IS PROHIBITING ALL WEAPONS AT THE EVENT.</p> <p>Provide public notice in all event publicity and at event entrances using the following language:</p> <p>ONLY BAGS ALLOWED ARE: CLEAR BAG MAX: 12" x 6" x 12" (e.g., backpack, tote, fannie) NON-CLEAR MAX: 5" x 7" (small fannie or clutch)</p> <p>YOU AGREE UPON ENTRY:</p> <ul style="list-style-type: none"> • No weapons • Search of items • Bag restrictions • Search of person • Exit upon request • Comply with all laws • Obey police and security staff <p>ALL law enforcement is fully authorized to enforce these rules.</p>

Section 14 – Security, Cleanup & Damages	Due Date
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Requirements		
14.A	Provide for the clean-up of trash and debris within the event site and parking areas, during set-up, operations, and break-down.	
14.B	Provide for additional trash containers, bags, and/or dumpsters as needed to completely cleanup and remove trash from site.	



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Event Name: Wicked Manors

Event Date: Saturday, October 31, 2026

Organization: Gay & Lesbian Community Center of Greater Fort Lauderdale, Inc. (Pride Center)

Event Permit #26 - 869

14.C	Agree that all vendor and entertainment sub-contracted agreements must contain language that ensures that all contractors will comply with appropriate site clean-up, safe/sanitary disposal of charcoal and grease, and timely removal of all site equipment, supplies, and materials.	
14.D	Agree to return the event site to Wilton Manors as an "as was" condition. Provide for the repair or cost of repairs for excessive damage to the event site caused by the permit holder and/or sub-contractors. Deadline for completion of trash removal, litter cleanup, and removal of all equipment from the event site, City property, public roads, and rights-of-way shall be no later than 11 PM on Sunday, November 1, 2026 (24 hours following the official end of the event).	11/1/2026

Section 15 – Permits		Due Date
Requirements		
15.A	Pride Center shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, permits, and approvals required for the event, including FDOT requirements where applicable.	
15.B	The City of Wilton Manors will submit the FDOT road closure permit application on behalf of the permittee. Permittee remains responsible for providing a complete and FDOT-compliant Maintenance of Traffic (MOT) plan and for complying with all FDOT permit conditions, revisions, and requirements. All required documentation for the FDOT permit submittal must be provided to City by Tuesday, September 1, 2026.	9/1/2026

Section 16 – Responsibilities – PRIDE CENTER		Due Date
Requirements		
16.A	Provide staff to control the traffic signal at Five Points during the event. The Wilton Manors Police Department will determine the required staffing level and applicable fees.	
16.B	Designate a Pride Center liaison to provide periodic updates at City Commission meetings as requested by the City.	
16.C	Coordinate event parking operations through the City's contracted parking vendor and any additional organizations or private businesses as applicable.	
16.D	Reimburse City for invoiced direct costs associated with logistical support by (30 days post-event):	11/30/2026
16.E	Host a minimum of two (2) public meetings to address questions, comments, and concerns from impacted businesses and residents regarding the event.	
16.F	Submit the Alcoholic Beverage and Tobacco (ABT) permit application to the Community Development Services Director no later than thirty (30) days prior to the event.	



Life's Just Better Here

Event Name: Wicked Manors
Event Date: Saturday, October 31, 2026
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16.G	Finalize the event Maintenance of Traffic (MOT) plan and event route map no later than thirty (30) days prior to the event . Any modifications after this date require written approval from the City Special Event Committee.	
16.H	Provide the City with a pre-event budget and a post-event financial statement summarizing event revenues and expenses. The post-event financial statement must be submitted no later than thirty (30) days following the event and shall include sufficient supporting documentation upon request to verify reported revenues and expenditures associated with the event.	11/30/2026
16.I	Provide and manage a cashless paid entry system for event admission and access control. The system shall be fully operational and capable of processing anticipated attendance of 20,000 attendees without causing excessive queuing or significant delays at entry points. Organizer shall submit a written contingency plan to the City by Thursday, October 1, 2026 , detailing how entry operations will be maintained in the event of system failure.	

Section 17 – Responsibilities – City of Wilton Manors		
Requirements		
17.A	Provide event planning guidance and coordination assistance to the Pride Center related to the Wicked Manors Street Festival. The City will waive building permit fees associated with the event, estimated at \$2,500.	
17.B	Provide City staff support for permit coordination, Special Event Committee meetings, and review of the event site plan and related operational planning documents.	
17.C	Contribute funding toward the cost of the Wilton Drive road closure associated with the event. City funding shall not exceed \$8,000 .	
17.D	Assist Pride Center with regional and community outreach efforts to promote participation and support for the event.	
17.E	Provide City staff support for event set-up, equipment assistance, and related labor services as requested by Pride Center . All direct labor costs and associated benefits shall be reimbursed to the City by Pride Center .	
17.F	The City of Wilton Manors will contribute parking revenues collected from Saturday, October 31, 2026 at 4:00 a.m. through Sunday, November 1, 2026 at 4:00 a.m. , less all direct and indirect costs incurred by the City related to parking management, enforcement, staffing, equipment, administration, and contractor services associated with the event.	
17.G	Provide the use of City facilities for planning meetings related to the event at no cost, based upon availability and with approval from the Leisure Services Department.	
17.H	Provide access to City facilities for ancillary event activities, subject to availability and approval by the Leisure Services Department. Applicable facility rental fees and staffing costs will be invoiced to Pride Center and must be paid in accordance with City policies.	



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Event Name: Wicked Manors
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Organization: Gay & Lesbian Community Center of Greater Fort Lauderdale, Inc. (Pride Center)

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Section 18 – Event Fees / Charges & In-Kind Contributions

The following fees, charges, and in-kind contributions are associated with this event. Final amounts are subject to confirmation by the City and invoiced in accordance with City policy.

18.A Fees & Charges Paid by Permittee

FEE / SERVICE	COST
Police / Fire / EMS Services	TBD
Direct Labor Costs (additional City staff labor necessary for event support)	TBD
Special Event Permit Application Fee	\$250

18.B In-Kind Services Provided by City of Wilton Manors

FEE / SERVICE	COST
Road Closure & Barricades	Up to \$8,000
Waive building permit fees	\$2,500 (estimated)
Staff Time	TBD
Parking Revenue	TBD – See Item 17.F

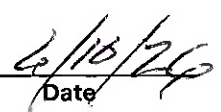
Section 19 – Signature of Approval

The following individuals executing below acknowledge and agree to the language contained in the Event Permit and in the preceding 18 sections of this Event Permit Addendum:

GAY & LESBIAN COMMUNITY CENTER OF GREATER FORT LAUDERDALE, INC. (PRIDE CENTER)


Signature


Print Name


Date



Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, June 23, 2026

From: Elizabeth Beckford, City Clerk
Prepared by: Patricia Staples, Assistant City Clerk

- (a) **Subject: Resolution No. 2026-037: (City Clerk)**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA APPOINTING FOUR (4) MEMBERS TO THE PLANNING AND ZONING BOARD OF THE CITY OF WILTON MANORS, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
- (b) **City Manager Recommendation:**
- (c) **Report In Brief:** Resolution No. 2026-037 appoints four members to the Planning and Zoning Board
- (d) **Discussion:**

The terms of office for Bill Desautels, John Fomook, Louis Izquierdo, and Scott McCoy will expire on June 30, 2026. Mr. Desautels, Mr. Fomook, and Mr. Izquierdo have submitted their applications for reappointment. However, Mr. McCoy has decided not to reapply for the board. Additionally, applications have been submitted for consideration from Melody Moening and Christopher Boylan, who is currently an alternate on the board, requesting to be appointed as a full member.

If Mr. Boylan is appointed, the alternate position will need to be filled as his term expires on May 1, 2027.

These positions were advertised through various channels, including the Town Crier, direct emails, multiple organizations, neighborhood associations, and city facilities.

Applicants:

Christopher Boylan
Bill Desautels
John Fomook
Louis Izquierdo
Melody Moening

- (e) **Strategic Plan Consistency:** Goal D: Cultivate efficient and high-performing government,

KPI 4, Achieve greater diversity on city boards and committees

(f) **Concurrences:**

(g) **Fiscal Impact:**

(h) **Alternatives:** Do not appoint from the listed applicants

(i) **Attachments:**

1. 2026-037 RESO Appointing 4 Members to the Planning and Zoning Board
2. PZB Applicants
3. P&ZB List

RESOLUTION NO. 2026-037

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA APPOINTING FOUR (4) MEMBERS TO THE PLANNING AND ZONING BOARD OF THE CITY OF WILTON MANORS, FLORIDA; 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 interest of the public to appoint four (4) members to the Planning and Zoning Board of the City of Wilton Manors, Florida.

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

Section 1. The foregoing “WHEREAS” clause is hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution.

Section 2. Pursuant to Section 130-010 of the ULDRs of the City of Wilton Manors, Florida creating and establishing a Planning & Zoning Board, and Section 130-020, establishing terms of the members and alternate members of the Planning and Zoning Board of the City of Wilton Manors, as amended, the following people are hereby appointed to said Board for the term set out below commencing on July 1, 2026:

_____ (Term Expires June 30, 2028)

_____ (Term Expires June 30, 2028)

_____ (Term Expires June 30, 2028)

_____ (Term Expires June 30, 2028)

Section 3. Said members shall serve and perform the duties of the office as set out in Section 130-010 of the ULDRs of the City of Wilton Manors, Florida, and any and all amendments thereto, and as otherwise required by law.

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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 passage and adoption.

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

CITY OF WILTON MANORS, FLORIDA

By: _____
SCOTT NEWTON, MAYOR

ATTEST: RECORD OF COMMISSION VOTE

_____	MAYOR NEWTON	_____
ELIZABETH	VICE MAYOR CAPUTO	_____
GARCIA-BECKFORD, MMC	COMMISSIONER BRACCHI	_____
CITY CLERK	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

Print

Planning and Zoning Board - Submission #6279

Date Submitted: 5/25/2026

Instructions

Interested in being a member of the Board? follow these steps: 1. Read the authorizing legislation. 2. Review the materials on the Planning and Zoning Board webpage. 3. Attend a Planning and Zoning Board meeting (every month on the 2nd Monday at 7:00pm). 4. Ensure you meet the residency requirement. 5. Submit the application and include your resume. All applications will expire on December 31st of each year. Applicants are responsible for reaching out to Clerk's office to ensure the application is still on file, and if they would like their application to be considered for other Board vacancies.

Read the Board's authorizing legislation

[Here's the link to the Planning & Zoning Board's Legislation. ULDR Art. 130, Div 1.](#)

Check out the Boards web page

[Planning & Zoning Board web page](#)

Date*

5/25/2026

First Name

Christopher

Last Name

Boylan

Email Address

wiltonmanors@chrisboylan.com

Alternate Email Address

Phone Number

201-650-2190

Alternate Phone Number

Address1

125 NW 22nd St

Address2

City

Wilton Manors

State

Florida

Zip Code

33311

Which area of the City do you reside?

West

The City will strive to achieve representation from all geographic areas of the City on its Boards

Length of Residence in Wilton Manors

Years*

5

Months*

1

Length of Business Ownership in Wilton Manors

Years*

0

Months*

0

Proof of Identity*

Chris-Boylan-license.jpg

Please upload a copy of proof of identity (drivers' license, state id or passport)

OPTIONAL: Do you consider yourself to be a member of a community or group of people who are underrepresented? If yes, please identify:

Description of Qualifications

I have served as an alternate on this Board for 2 years. My term is not up at this time, but I am applying for a regular position since one current member did not re-apply. I have been regularly in attendance of meetings, including the ones where I was not needed as all members were in attendance. Recently, I applied for and was granted a variance by the P&Z Board. I believe I am the only Board member to have seen the process from both sides. I now have much more sympathy for applicants and what they have had to go through to even get to appear before the Board. I have noticed how nervous they are, and I better understand, as I know how much is riding on the outcome of a vote of a bunch of strangers. A thing they have been planning for months or years is decided in an hour or so. I did not sleep well for many nights leading up to the hearing. Even though it was impossible for me to do so due to Sunshine laws, I would strongly encourage applicants to reach out and talk to Board members in advance of a hearing, in accordance with laws regarding that. I will continue to make myself available for anyone who wants discuss an item before the pressure of a meeting. And I will look upon any applicant, especially one that is a resident, with a great deal of sympathy. I hope that Wilton Manors continues to grow and I support its responsible growth now and in the future.

Please provide a brief statement outlining your qualifications to serve on the Board

Resume or CV

Chris Boylan CTO Resume.pdf

Upload your resume here.

Graduated from Island City University

- Yes
- No

Where did you hear about this Board Opportunity?

Planning and Zoning Board Meeting

Disclosures

Please answer yes or no. If yes, please provide a full explanation in the space provided.

Relatives*

no

Do you have any relatives currently employed by the City of Wilton Manors?

Conflicts*

no

Are you aware of any potential conflict of interest that may arise from your serving on City of Wilton Manors Boards and committees? If yes, please explain.

Code Compliance*

no

If you own property in the City of Wilton Manors, do you have any pending code violations and/or unpaid code fines related to such property? If yes, please list.

Relationship with Planning and Zoning Board Members*

no

Do you have a relationship with any other Planning and Zoning Board member?

Delinquency*

no

Do you have any unpaid or delinquent accounts, water bills, etc. owed to the City of Wilton Manors? If so, please list.

Felony*

no

Have you been convicted of a felony in the last 15 years, or have any felony charges pending?

Final Disclosure*

My wife works as a Senior Planner for Broward County.

Is there anything else you would like to disclose?

Certifications*

Please affirm and acknowledge that you understand and agree to the following (mark each box):

- I have read Sec. 130-010, creating the Planning and Zoning Board, and understand the responsibilities, requirements and rights of the Planning and Zoning Board.
- I have read and understand the attendance policies
- I understand that in accordance with Florida Sunshine Law, this information becomes public record and may be subject to public review.
- If appointed, I agree to faithfully and fully perform the duties of my appointment, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City.
- If appointed, I agree to faithfully comply with all laws and ordinances of Broward County, State of Florida, particularly those pertaining to the standards of conduct for public officers.
- I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida statutes.
- Misrepresentation of any information or qualifications given on this application may cause automatic removal from this Board.

Civility Statement*

The following Civility Statement has been set by the City to ensure a respectable exchange among residents and the City. The statement is a pledge of commitment to the following principles for civility: Respect the right of all Americans to hold different opinions Avoid rhetoric intended to humiliate, delegitimize or question the patriotism of those whose opinions are different from ours Strive to understand the differing perspectives Choose words carefully Speak truthfully without accusation and avoid distortion Speak out against violence prejudice and incivility In all forms whenever and wherever they occur

- I Agree

Next Steps

After submitting your application, call the Wilton Manors City Clerk. They will let you know when the City Commission will consider the candidates for appointment to the vacancy. Plan on speaking briefly at the Commission meeting about your desire to serve and qualifications. City Clerk's Office 954-390-2128.

Chris Boylan

201-650-2190
wiltonmanors@chrisboylan.com
125 NW 22nd St
Wilton Manors, FL 33311

Experience:

- | | | |
|---|-----------------------------|---------------------|
| Chief Product & Technology Officer | Fragment Media Group | Apr 2022 - Nov 2025 |
| <ul style="list-style-type: none">● Responsible for dailydot.com, nautil.us and a half dozen smaller sites (45M monthly UVs), budget, vendors● Responsible for recruiting, hiring and managing product/IT/developers, building a team of 10● Doubled paid subscribers in 18 months● Introduced AI assisted engineering to team and standardization of process● Brought on to overhaul underperforming Tech/Product team, turned over 80% in first year without incident● Internal reviews show the team went from lowest functioning team/division at the company to the highest performing team in 15 months● Built on Wordpress. Consolidated 33 live installs to 6, migrated to AWS● Introduced CI/CD, pull requests, coding standards | | |
| Chief Technology Officer | CAFE | Mar 2020 - May 2021 |
| Director of Engineering, Audio and Video | CAFE/Vox Media | May 2021 - Apr 2022 |
| <ul style="list-style-type: none">● Responsible for cafe.com, podcast feeds, engineering budget, vendor negotiation● Responsible for recruiting, hiring and managing developer team - no voluntary departures during tenure● Successful Exit - acquired by Vox Media● Built on Wordpress, AWS Lambda Serverless Functions (Node/Postgresql)● Replaced billing/account/paywall system from vendor with custom Node serverless app● New system saved 60k/year in vendor costs, while also reducing churn and customer service requests● Integrated auth at CDN layer with JWTs, allowing for fully cached experience even when logged in | | |
| Chief Technology Officer | Fatherly | Oct 2017 - Mar 2020 |
| <ul style="list-style-type: none">● Responsible for fatherly.com, engineering budget, vendor negotiation● Responsible for recruiting, hiring and managing developer team● No voluntary departures during tenure, majority of devs have become managers since● Built on Wordpress, Google Cloud Functions for data collection● Reduced infrastructure costs by 50%, while also decreasing page load time by 1 second● Eliminated downtime, introduced best practices to increase code quality | | |

Director of Engineering**Wenner Media (Rolling Stone, Us Weekly)**

Feb 2014 - Oct 2017

- Responsible for websites of [Rolling Stone](#), [Us Weekly](#), [Men's Journal](#) (65M monthly UVs)
- **Managed Dev and QA teams as we expanded from 5 to 16 (Majority of devs have become managers since)**
- Reduced infrastructure costs by \$750k / annually - <https://www.fastly.com/customers/wenner-media>
- Architected and built a multi-site CMS in Node.js, replaced 5 legacy PHP codebases with a common one
- CMS was Node.js/Postgresql on AWS, tightly integrated with Fastly CDN
- Retained a highly cohesive team - only one voluntary departure in 3 years
- With no Project or Product Managers in the company, responsible for setting priorities and scope for team
- Championed and oversaw front-end performance project that resulted in 62% increase in impressions, 27% increase in digital revenue, 50% reduction in bounce rate
- Also ran weekly "Wine Down Friday" - only cross-department social gathering at very segmented company

Developer (Javascript, PHP, Scala)**Gawker Media**

Apr 2012 - Jan 2014

- Moved company's PHP-based CMS to Scala - Play Framework with Backbone. Along with the team of 15 between New York and Budapest, rewrote our entire publishing and templating platform in 6 months (Kinja).
- Did so progressively across a network that served (Nov 2013) 108M UVs/month and ~22M PVs/day
- Built a tracking and reporting system for Amazon affiliate links. It was so successful, it became 1/3rd of Gawker's revenue: <http://digiday.com/media/gawker-gets-one-third-revenue-native-e-commerce/>
- Was responsible for implementing image and text annotations on the Kinja platform. Responsible for much of the promoted post system that allowed Sales to insert sponsored posts dynamically into the article flow.

Developer, Owner**Rock Hammer Media**

2005-2012

- Singularity, a project for **Dan/Matt Media** (Ruby on Rails, PHP, MySQL) tracks web ads impressions and clicks, while interfacing with multiple external services. Created an API for 3rd party ad systems to interface with it. Many other Wordpress and Ruby on Rails sites for this client as well.
- Multiple sites in PHP/MySQL for **Canopy Commerce** (Alexander Interactive). Some highlights include writing modules and completing integration of sales tax payment service for **Strivectin's** Magento-based site, and writing a plugin that consumed and wrote to **Stop&Stor's** largely undocumented storage facility backend.
- Responsible for mobile interface for **Speechcycle**, Inc.'s SmartCare Mobile project (HTML5, CSS3, jQuery Mobile).
- Created **Preppermint** (C# ASP.NET, MS SQL), a service for radio shows that allowed them to directly publish stories to their own websites with a single click, bypassing webmasters. Javascript called our service, which returned JSONP.
- Wrote **1888CallFree.com**, a high volume site (VB.NET, MS SQL) for customers to complete ads for free calling minutes.

Morning Show Host, Website Director**Cumulus Broadcasting** - Fayetteville, NC

2004-2006

Executive Producer**The Rocky Allen Showgram** - NY, NY & Detroit, MI

2001-2004

Education: **Fordham University**
 Regis High School

BA in History & Communications
 All-Scholarship NYC Jesuit school

Print

Planning and Zoning Board - Submission #6245

Date Submitted: 4/11/2026

Instructions

Interested in being a member of the Board? follow these steps: 1. Read the authorizing legislation. 2. Review the materials on the Planning and Zoning Board webpage. 3. Attend a Planning and Zoning Board meeting (every month on the 2nd Monday at 7:00pm). 4. Ensure you meet the residency requirement. 5. Submit the application and include your resume. All applications will expire on December 31st of each year. Applicants are responsible for reaching out to Clerk's office to ensure the application is still on file, and if they would like their application to be considered for other Board vacancies.

Read the Board's authorizing legislation

[Here's the link to the Planning & Zoning Board's Legislation. ULDR Art. 130, Div 1.](#)

Check out the Boards web page

[Planning & Zoning Board web page](#)

Date*

4/13/2026

First Name

Bill

Last Name

Desautels

Email Address

bill@billdesautels.com

Alternate Email Address

bill@billdesautels.com

Phone Number

9542355578

Alternate Phone Number

Address1

641 Kensington Place

Address2

City

Wilton Manors


State

Florida

Zip Code

33305

Which area of the City do you reside?

Central 

The City will strive to achieve representation from all geographic areas of the City on its Boards

Length of Residence in Wilton Manors

Years*

13

Months*

0

Length of Business Ownership in Wilton Manors

Years*

13

Months*

0

Proof of Identity*

Drivers license.jpg

Please upload a copy of proof of identity (drivers' license, state id or passport)

OPTIONAL: Do you consider yourself to be a member of a community or group of people who are underrepresented? If yes, please identify:

Description of Qualifications

Current Planning Zoning Board Chair

Please provide a brief statement outlining your qualifications to serve on the Board

Resume or CV

PNZ Application 2022.pdf

Upload your resume here.

Graduated from Island City University

Yes

No

Where did you hear about this Board Opportunity?

Roberta Moore

Disclosures

Please answer yes or no. If yes, please provide a full explanation in the space provided.

Relatives*

No

Do you have any relatives currently employed by the City of Wilton Manors?

Conflicts*

No

Are you aware of any potential conflict of interest that may arise from your serving on City of Wilton Manors Boards and committees? If yes, please explain.

Code Compliance*

No

If you own property in the City of Wilton Manors, do you have any pending code violations and/or unpaid code fines related to such property? If yes, please list.

Relationship with Planning and Zoning Board Members*

No

Do you have a relationship with any other Planning and Zoning Board member?

Delinquency*

No

Do you have any unpaid or delinquent accounts, water bills, etc. owed to the City of Wilton Manors? If so, please list.

Felony*

No

Have you been convicted of a felony in the last 15 years, or have any felony charges pending?

Final Disclosure*

No

Is there anything else you would like to disclose?

Certifications*

Please affirm and acknowledge that you understand and agree to the following (mark each box):

- I have read Sec. 130-010, creating the Planning and Zoning Board, and understand the responsibilities, requirements and rights of the Planning and Zoning Board.
- I have read and understand the attendance policies
- I understand that in accordance with Florida Sunshine Law, this information becomes public record and may be subject to public review.
- If appointed, I agree to faithfully and fully perform the duties of my appointment, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City.
- If appointed, I agree to faithfully comply with all laws and ordinances of Broward County, State of Florida, particularly those pertaining to the standards of conduct for public officers.
- I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida statutes.
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Civility Statement*

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- I Agree

Next Steps

After submitting your application, call the Wilton Manors City Clerk. They will let you know when the City Commission will consider the candidates for appointment to the vacancy. Plan on speaking briefly at the Commission meeting about your desire to serve and qualifications. City Clerk's Office 954-390-2128.



BD

BILL DESAUTELS



**641 KENSINGTON PLACE
WILTON MANORS, FL 33305**



954-235-5578



**BILL@BILLDESAUTELS.COM
CONDOGUYFLORIDA@GMAIL.COM**

OBJECTIVE

To influence property developers to not only follow the letter of the planning and zoning codes but also the spirit behind them.

SKILLS

44 years assisting clients through all market conditions by persuasive negotiation and skill for a win/win outcome.

LEADERSHIP AND VOLUNTEER EXPERIENCE

Central Area Neighborhood Association (CANA) Wilton Manors
Board Member
Vice President
President, Current

Community Affairs Advisory Board Wilton Manors
Member
Chair

Global Council Wilton Manors
Co-chair

KIDS in Distress Wilton Manors

The Pride Center Wilton Manors

Vermont Real Estate Information Network, MLS, President

Vermont Certified Residential Specialist, CRS, President

Vermont Cares, Serving People with HIV/AIDS, Board, Executive Board

Vermont Special Olympics



BILL@BILLDESAUTELS.COM



954-235-5578



BD

BILL DESAUTELS

Habitat for Humanity, Vermont

Flynn Center Performing Arts

AFFORDABLE HOUSING

As an advocate for affordable housing since 1980, I worked on behalf of numerous housing agencies in the State of Vermont. Meeting with local, county and state officials to remove the stigma frequently associated with affordable housing. I was a guest speaker at the National Land Trust Conference in Boulder, CO, consultant for a Washington DC symposium on affordable housing, and guest presenter at the Vermont Law School pertaining to affordable housing legal impacts.

One of the undertakings I'm most proud of is a 60-unit housing project that offered 30 condominiums at market pricing with the other 30 condominiums offered through a perpetual affordability housing program. This shared equity program was a steppingstone for those who had been otherwise shut out of home ownership.

My primary objective was to convince traditional buyers that there was no need to stigmatize the affordable homeowners. Slowly, by sharing personal stories of those that worked their way through the affordable housing program, the reluctance fell away. Years later, not a single homeowner that purchased via the Champlain Housing Trust has ever faced delinquency notices.

Burlington Land Trust *now* Champlain Housing Trust

Affordable Housing Projects:

City's Edge – 60 Unit/30 Affordable

Stratos – 34 Units (5 inclusionary zoning units)



BILL@BILLDESAUTELS.COM



954-235-5578



BD

BILL DESAUTELS

Central Vermont Community Land Trust *now* Downstreet
Affordable Housing Project
River Station, Montpelier, Vermont

Neighborworks of Western Vermont
Affordable Housing Project
Cottage Lane, Middlebury, Vermont

Lamoille Housing Partnership and Housing Vermont
Affordable Housing Project
Sylvan Woods, Stowe, Vermont

EXPERIENCE

My real estate career focused on new construction projects. I was heavily involved from the initial design, permitting, city/state approval process, sales marketing and closing coordination, leading to 3,500 sales.

2018 –Current

Broker Associate • RE/MAX Experience, Florida

1995–2018

Broker/Owner • Head Broker • RE/MAX North Professionals, Vermont

1989–1993

Broker/Owner • Head Broker • Desautels Real Estate, Florida

1984 – 1989

Developer Representative • New Construction Sales • Milot Properties, Vermont

1978 – 1984

Sales Associate • Real Estate Sales • Desautels Real Estate, Vermont



BILL@BILLDESAUTELS.COM



954-235-5578

Below are some quotes from a variety of developers I worked with over the years in Vermont. As you will see I have been heavily involved in assisting developer of thousands of condominiums, I feel it demonstrates my understanding of the built environment.

"I hired Bill Desautels of RE/MAX North Professionals to market 163 new upscale condominium units in two phases in South Burlington. Bill provided invaluable advice on unit sizing, pricing and finishes during the design phase of the project. Under Bill's leadership, we achieved sales objectives, even as the housing market began to falter. I would definitely use Bill again and highly recommend him to anyone planning a new condominium project."

Eric Farrell, Farrell Real Estate

"If you're a developer contemplating a small or large scale condominium project, I highly recommend you include Bill Desautels as part of your team. Bill's insight was instrumental in the early stages of planning for our Eastwood Commons development. His advice regarding unit floor plans, amenities, pricing etc. was critical in guiding us toward our final project decisions. Bill also played a vital role in marketing and securing qualified prospective buyers. Bill's experience and depth of knowledge in the local condominium market proved to be very valuable to our projects' success."

Dan Morrissey, Wright and Morrissey

"Bill Desautels and his Condo Guy team were the obvious choice when looking for a real estate broker to market and sell Stratos, Burlington's newest condominium project. From the outset, Bill consulted on plans, design, and finish materials, contributing his extensive knowledge of the condominium market and buyers. In addition, Bill and his team secured financing for buyers which was instrumental in contributing to the overall sales of units.

Bill is a strong finisher! At a time when everyone was pushing to finish, close and move in, Bill and his team spent countless hours at the project helping to punch out units and conduct unit inspections with buyers and appraisers. Getting to the closing table was fully coordinated by Bill's team, a seamless process from the developer's perspective.

Bill and his team worked tirelessly with buyers and the developer to ensure the success of Stratos. They are the best!"

Stuart Chase, Mansfield Professional Building

"I recently worked with Bill and his team on the sale of 34 pre-sold condominium units in a new condominium in Burlington. Thanks to the timely, efficient, knowledgeable and skilled work by Bill and his team, who acted as the broker and closing coordinator for the sales, we were able to close on the sale of all 34 units in a three week period- all without a hitch! We couldn't have done it without them. I am looking forward to my next project with Bill and his team."

Robert Rushford, Esq., Gravel & Shea PC

"I have known Bill for almost 30 years, since we worked together for Gerry and Marsha at Milot Real Estate in the mid-1980's. Bill was brought on to develop marketing and sales plans for the multi-family products developed by the firm. Branding himself as "The Condo Guy" before branding was a marketing catchword speaks volumes about his market savvy. Bill provides a developer with knowledgeable and seasoned marketing partner. In addition to marketing and sales, Bill provides valuable input regarding unit design and finish selection; end loan financing; and construction closeout."

John Caulo, Associate Vice President, Campus Planning & Auxiliary Services, Champlain College

"Bill is no longer the up and coming real estate agent I met many years ago. He is now the proven leader in multifamily sales and marketing. Integrity, passion and business acumen, combined with a lifelong commitment to the community he grew up in, establish Bill as the go-to guy in the real estate profession."

Jeff Feussner, President, Homestead Design Inc.

"Bill is very knowledgeable about the real estate business specializing in condominium and multi-family development. When we first started building a large multi-family neighborhoods, we consulted with Bill and heeded his advice which resulted in successful projects."

Bob Snyder, Snyder Companies

Print

Planning and Zoning Board - Submission #6259

Date Submitted: 5/4/2026

Instructions

Interested in being a member of the Board? follow these steps: 1. Read the authorizing legislation. 2. Review the materials on the Planning and Zoning Board webpage. 3. Attend a Planning and Zoning Board meeting (every month on the 2nd Monday at 7:00pm). 4. Ensure you meet the residency requirement. 5. Submit the application and include your resume. All applications will expire on December 31st of each year. Applicants are responsible for reaching out to Clerk's office to ensure the application is still on file, and if they would like their application to be considered for other Board vacancies.

Read the Board's authorizing legislation

[Here's the link to the Planning & Zoning Board's Legislation. ULDR Art. 130, Div 1.](#)

Check out the Boards web page

[Planning & Zoning Board web page](#)

Date*

5/4/2026

First Name

John

Last Name

Fomook

Email Address

jfomook@yahoo.com

Alternate Email Address

jfomook@yahoo.com

Phone Number

4156066488

Alternate Phone Number

Address1

1955 NE 7th Ter

Address2

City

Wilton Manors

State

FL

Zip Code

33305

Which area of the City do you reside?

Central

The City will strive to achieve representation from all geographic areas of the City on its Boards

Length of Residence in Wilton Manors

Years*

5

Months*

6

Length of Business Ownership in Wilton Manors

Years*

0

Months*

0

Proof of Identity*

JFomook.jpg

Please upload a copy of proof of identity (drivers' license, state id or passport)

OPTIONAL: Do you consider yourself to be a member of a community or group of people who are underrepresented? If yes, please identify:

No

Description of Qualifications

Current PnZ board member, 2024-present. My current community involvement includes: Professional advisory on marketing and development for Broward House; I'm on the board of Island City Stage; I'm a Docent and Speaker for NSU Art Museum in Fort Lauderdale.

Please provide a brief statement outlining your qualifications to serve on the Board

Resume or CV

Choose File No file chosen

Upload your resume here.

Graduated from Island City University

Yes

No

Where did you hear about this Board Opportunity?

I am a current member

Disclosures

Please answer yes or no. If yes, please provide a full explanation in the space provided.

Relatives*

No

Do you have any relatives currently employed by the City of Wilton Manors?

Conflicts*

No

Are you aware of any potential conflict of interest that may arise from your serving on City of Wilton Manors Boards and committees? If yes, please explain.

Code Compliance*

No

If you own property in the City of Wilton Manors, do you have any pending code violations and/or unpaid code fines related to such property? If yes, please list.

Relationship with Planning and Zoning Board Members*

No

Do you have a relationship with any other Planning and Zoning Board member?

Delinquency*

No

Do you have any unpaid or delinquent accounts, water bills, etc. owed to the City of Wilton Manors? If so, please list.

Felony*

No

Have you been convicted of a felony in the last 15 years, or have any felony charges pending?

Final Disclosure*

No

Is there anything else you would like to disclose?

Certifications*

Please affirm and acknowledge that you understand and agree to the following (mark each box):

- I have read Sec. 130-010, creating the Planning and Zoning Board, and understand the responsibilities, requirements and rights of the Planning and Zoning Board.
- I have read and understand the attendance policies
- I understand that in accordance with Florida Sunshine Law, this information becomes public record and may be subject to public review.
- If appointed, I agree to faithfully and fully perform the duties of my appointment, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City.
- If appointed, I agree to faithfully comply with all laws and ordinances of Broward County, State of Florida, particularly those pertaining to the standards of conduct for public officers.
- I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida statutes.
- Misrepresentation of any information or qualifications given on this application may cause automatic removal from this Board.

Civility Statement*

The following Civility Statement has been set by the City to ensure a respectable exchange among residents and the City. The statement is a pledge of commitment to the following principles for civility: Respect the right of all Americans to hold different opinions Avoid rhetoric intended to humiliate, delegitimize or question the patriotism of those whose opinions are different from ours Strive to understand the differing perspectives Choose words carefully Speak truthfully without accusation and avoid distortion Speak out against violence prejudice and incivility In all forms whenever and wherever they occur

- I Agree

Next Steps

After submitting your application, call the Wilton Manors City Clerk. They will let you know when the City Commission will consider the candidates for appointment to the vacancy. Plan on speaking briefly at the Commission meeting about your desire to serve and qualifications. City Clerk's Office 954-390-2128.

JOHN FOMOOK

jfomook@outlook.com | 415.606.6488

SUMMARY

Independent marketing consultant for demand generation, product marketing and brand marketing.

EXPERIENCE

INDEPENDENT MARKETING CONSULTANT 2017 - 2022

Expert in fully integrated direct response and one-to-one marketing strategies.

Sample clients include Amazon, Box, Tanium, a leading online learning service and a leading Internet phone service.

- Direct to consumer outreach campaigns to grow usage and base for telephone services and connectivity products. Go to Meeting, Go to MyPC, telephone services.
- One to one outreach in business development campaigns, affiliate and referral programs, channel and reseller programs across direct response email, paid search, LinkedIn, Facebook and Twitter.

SBI Growth, Management Consulting - *Marketing Practice Lead*

Craft and operationalize sales and marketing strategies. Engagements include account segmentation, revenue marketing, branding, messaging, market strategy and go to market motions.

8x8 Inc., San Jose, CA 2015 - 2017

Vice President, Marketing

Responsible for all branding, messaging, website, demand generation and customer programs and communications. Providing communications and telephony to over 50,000 SMB, mid-market, and enterprise businesses, replacing traditional on-premises systems with a scalable SaaS solution for business phone service, contact center, video conferencing and collaboration apps.

CITRIX SYSTEMS, Santa Clara, CA 2007 - 2015

Head of Global Demand Marketing

Developed and implemented all global marketing campaigns driving pipeline for \$2.4B enterprise products business. Completed 15 month EMEA assignment in Munich and Paris organizing Geo marketing and developing a comprehensive sales and marketing strategy for networking products.

PACKETEER, Cupertino, CA 2004 - 2007

Senior Director, Corporate and Product Marketing

Market pioneer in WAN optimization with 8,000 customers Grew revenue from \$75 million to \$145 million. Responsible for developing all corporate and product positioning and messaging.

ASPECT COMMUNICATIONS, San Jose, CA 2002 - 2004

Senior Director, Product Marketing

Full-service provider of call center and customer contact solutions with revenues over \$360 million. With 22 person team, directed all global product marketing and customer programs supporting sales channels.

ORACLE CORPORATION, Redwood Shores, CA

SUN MICROSYSTEMS, Mountain View, CA

EDUCATION

KELLOGG GSM, Northwestern University, Evanston, IL

MBA, marketing and international business.

UNIVERSITY OF CHICAGO, Chicago, IL

BA, Economics.

Print

Planning and Zoning Board - Submission #6252

Date Submitted: 4/21/2026

Instructions

Interested in being a member of the Board? follow these steps: 1. Read the authorizing legislation. 2. Review the materials on the Planning and Zoning Board webpage. 3. Attend a Planning and Zoning Board meeting (every month on the 2nd Monday at 7:00pm). 4. Ensure you meet the residency requirement. 5. Submit the application and include your resume. All applications will expire on December 31st of each year. Applicants are responsible for reaching out to Clerk's office to ensure the application is still on file, and if they would like their application to be considered for other Board vacancies.

Read the Board's authorizing legislation

[Here's the link to the Planning & Zoning Board's Legislation. ULDR Art. 130, Div 1.](#)

Check out the Boards web page

[Planning & Zoning Board web page](#)

Date*

4/21/2026

First Name

Louis

Last Name

Izquierdo

Email Address

louis954@gmail.com

Alternate Email Address

louis954@gmail.com

Phone Number

9543031880

Alternate Phone Number

Address1

2137 N.E. 16 ave

Address2

City

Wilton manors


State

FL

Zip Code

33305

Which area of the City do you reside?

East 

The City will strive to achieve representation from all geographic areas of the City on its Boards

Length of Residence in Wilton Manors

Years*

3

Months*

8

Length of Business Ownership in Wilton Manors

Years*

Months*

Proof of Identity*

WM DL .pdf

Please upload a copy of proof of identity (drivers' license, state id or passport)

OPTIONAL: Do you consider yourself to be a member of a community or group of people who are underrepresented? If yes, please identify:

Description of Qualifications

Please provide a brief statement outlining your qualifications to serve on the Board

Resume or CV

P - Z Ref Resume.docx

Upload your resume here.

Graduated from Island City University

Yes

No

Where did you hear about this Board Opportunity?

currently serving on board

Disclosures

Please answer yes or no. If yes, please provide a full explanation in the space provided.

Relatives*

no

Do you have any relatives currently employed by the City of Wilton Manors?

Conflicts*

no

Are you aware of any potential conflict of interest that may arise from your serving on City of Wilton Manors Boards and committees? If yes, please explain.

Code Compliance*

no

If you own property in the City of Wilton Manors, do you have any pending code violations and/or unpaid code fines related to such property? If yes, please list.

Relationship with Planning and Zoning Board Members*

no

Do you have a relationship with any other Planning and Zoning Board member?

Delinquency*

no

Do you have any unpaid or delinquent accounts, water bills, etc. owed to the City of Wilton Manors? If so, please list.

Felony*

no

Have you been convicted of a felony in the last 15 years, or have any felony charges pending?

Final Disclosure*

no

Is there anything else you would like to disclose?

Certifications*

Please affirm and acknowledge that you understand and agree to the following (mark each box):

- I have read Sec. 130-010, creating the Planning and Zoning Board, and understand the responsibilities, requirements and rights of the Planning and Zoning Board.
- I have read and understand the attendance policies
- I understand that in accordance with Florida Sunshine Law, this information becomes public record and may be subject to public review.
- If appointed, I agree to faithfully and fully perform the duties of my appointment, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City.
- If appointed, I agree to faithfully comply with all laws and ordinances of Broward County, State of Florida, particularly those pertaining to the standards of conduct for public officers.
- I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida statutes.
- Misrepresentation of any information or qualifications given on this application may cause automatic removal from this Board.

Civility Statement*

The following Civility Statement has been set by the City to ensure a respectable exchange among residents and the City. The statement is a pledge of commitment to the following principles for civility: Respect the right of all Americans to hold different opinions Avoid rhetoric intended to humiliate, delegitimize or question the patriotism of those whose opinions are different from ours Strive to understand the differing perspectives Choose words carefully Speak truthfully without accusation and avoid distortion Speak out against violence prejudice and incivility In all forms whenever and wherever they occur

- I Agree

Next Steps

After submitting your application, call the Wilton Manors City Clerk. They will let you know when the City Commission will consider the candidates for appointment to the vacancy. Plan on speaking briefly at the Commission meeting about your desire to serve and qualifications. City Clerk's Office 954-390-2128.

Louis Izquierdo Personal Resume/Background

Moved to Florida in 1970
Have resided in Broward County since 1990

Studied 4 years of Architecture during High School and 1st year College.

Last year at University of Miami took summer course over 6-week period.
“ Architecture and history of the Florida Keys “
Involving not only the Architecture but natural habitat of each key

Involved in multiple community and business associations over the years.
WMBA - Wilton Manors business Association
Sponsor “ Taste of the Island “ past 5 years
Sponsor and host for our fund annual fundraiser
South Florida Ford Dealers Advertising Association
Chevrolet Local Marketing association. Served on Board of Directors, President, VP
Central City Alliance (13th street Alliance)
The Tower Club, Ft Lauderdale
Pompano Beach Chamber of Commerce “ Food and Wine sponsor ”
Dade county Farm Bureau
Boy Scout troop 451 leader “ leave it better than you found it “

Have built multiple residential homes and multi-unit residences in both Dade and Broward.

Manage and operate multiple multi-unit residential buildings in Broward.

Hold real estate interest with a variety of different land uses in multiple states.
Florida, Colorado, California, North Carolina

Served on City of Wilton Manors Planning and Zoning Board since 2024, currently Vice-Chair

Have served on Multiple HOA boards from small communities to large multi-purpose use commercial/residential, Vacation rentals and residential single family.

Own a business with my wife remodeling and flipping mostly residential homes/condos most of the properties have been in Florida or Colorado 28 of them in the past 14 years.

Have and enjoy green space within the community we have lived in with an appeal to both new architecture and keeping historical feel of community or city and preserving the originality of it.

Personal references for planning and Zoning

Don Frasca General Contractor
don@frascaconstruction.com
954-448-0000

Franco & Associates
Angel Franco Angel@atfranco.com
954-235-2576

Mike Fontana Architect/ Engineer
fontana@bellsouth.net
954-895-5390

Print

Planning and Zoning Board - Submission #6272

Date Submitted: 5/12/2026

Instructions

Interested in being a member of the Board? follow these steps: 1. Read the authorizing legislation. 2. Review the materials on the Planning and Zoning Board webpage. 3. Attend a Planning and Zoning Board meeting (every month on the 2nd Monday at 7:00pm). 4. Ensure you meet the residency requirement. 5. Submit the application and include your resume. All applications will expire on December 31st of each year. Applicants are responsible for reaching out to Clerk's office to ensure the application is still on file, and if they would like their application to be considered for other Board vacancies.

Read the Board's authorizing legislation

[Here's the link to the Planning & Zoning Board's Legislation. ULDR Art. 130, Div 1.](#)

Check out the Boards web page

[Planning & Zoning Board web page](#)

Date*

5/12/2026

First Name

MELODY

Last Name

MOENING

Email Address

melodyfleur3@gmail.com

Alternate Email Address

melodyfleur3@gmail.com

Phone Number

7544235427

Alternate Phone Number

Address1

2428 NE 6 AVE

Address2

City

Wilton Manors

State

FL

Zip Code

33305

Which area of the City do you reside?

Central

The City will strive to achieve representation from all geographic areas of the City on its Boards

Length of Residence in Wilton Manors

Years*

7

Months*

8

Length of Business Ownership in Wilton Manors

Years*

5

Months*

0

Proof of Identity*

MOENING ID FRONT.pdf

Please upload a copy of proof of identity (drivers' license, state id or passport)

OPTIONAL: Do you consider yourself to be a member of a community or group of people who are underrepresented? If yes, please identify:

I feel that women are underrepresented in the Wilton Manors boards

Description of Qualifications

I have a degree in interdisciplinary studies focusing on Sociology and Urban Planning because I believe that it is important to understand how people function to build better cities. My work in permitting project management provides a focused understanding of the DRC process and how developers are partnering with city administration to bring growth and development. Most importantly I grew up in Broward County and have strong ties to this community. I consider it a privilege to live in Wilton and want to help it grow into the most vibrant, inclusive community in Florida.

Please provide a brief statement outlining your qualifications to serve on the Board

Resume or CV

Choose File No file chosen

Upload your resume here.

Graduated from Island City University

- Yes
- No

Where did you hear about this Board Opportunity?

Through the ICU I met Justin Proffit and Don D'Arminio who told me about the opening.

Disclosures

Please answer yes or no. If yes, please provide a full explanation in the space provided.

Relatives*

no

Do you have any relatives currently employed by the City of Wilton Manors?

Conflicts*

no

Are you aware of any potential conflict of interest that may arise from your serving on City of Wilton Manors Boards and committees? If yes, please explain.

Code Compliance*

no

If you own property in the City of Wilton Manors, do you have any pending code violations and/or unpaid code fines related to such property? If yes, please list.

Relationship with Planning and Zoning Board Members*

no

Do you have a relationship with any other Planning and Zoning Board member?

Delinquency*

no

Do you have any unpaid or delinquent accounts, water bills, etc. owed to the City of Wilton Manors? If so, please list.

Felony*

no

Have you been convicted of a felony in the last 15 years, or have any felony charges pending?

Final Disclosure*

Thank you

Is there anything else you would like to disclose?

Certifications*

Please affirm and acknowledge that you understand and agree to the following (mark each box):

- I have read Sec. 130-010, creating the Planning and Zoning Board, and understand the responsibilities, requirements and rights of the Planning and Zoning Board.
- I have read and understand the attendance policies
- I understand that in accordance with Florida Sunshine Law, this information becomes public record and may be subject to public review.
- If appointed, I agree to faithfully and fully perform the duties of my appointment, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City.
- If appointed, I agree to faithfully comply with all laws and ordinances of Broward County, State of Florida, particularly those pertaining to the standards of conduct for public officers.
- I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida statutes.
- Misrepresentation of any information or qualifications given on this application may cause automatic removal from this Board.

Civility Statement*

The following Civility Statement has been set by the City to ensure a respectable exchange among residents and the City. The statement is a pledge of commitment to the following principles for civility: Respect the right of all Americans to hold different opinions Avoid rhetoric intended to humiliate, delegitimize or question the patriotism of those whose opinions are different from ours Strive to understand the differing perspectives Choose words carefully Speak truthfully without accusation and avoid distortion Speak out against violence prejudice and incivility In all forms whenever and wherever they occur

- I Agree

Next Steps

After submitting your application, call the Wilton Manors City Clerk. They will let you know when the City Commission will consider the candidates for appointment to the vacancy. Plan on speaking briefly at the Commission meeting about your desire to serve and qualifications. City Clerk's Office 954-390-2128.

Melody Moening

2428 NE 6 Ave
Wilton Manors, FL 33305
(754) 423-5427
melodyfleur3@gmail.com

SUMMARY

Experienced construction logistics and project manager with a focus on large scale commercial permitting from Development Review Process to Occupancy. Focused on detail oriented management of large-scale project from initial conception to full occupancy.

EXPERIENCE

MFM Consulting/Bergquist Services Wilton Manors, FL-Construction and Permitting Consultant

05/2020-Present

- Consult with real estate developers, contactors and architects to create strategy for multi-year building construction, projects from initial development submission to full occupancy with a focus on effective permit submissions and timeline management.
- Liaison between developers, construction contractors and government officials to ensure that permits are submitted within provided deadlines and existing Florida Building Code laws and practices.

American Eagle Moving, Fort Lauderdale, FL - Sales/Logistics

12/2015-05/2020

- Coordinate logistics for, long distance moving services through initial contact, product and service knowledge, payment processing and a high level of follow up.
- Maintain and upkeep client database to maximize both short and long term sales.

Burlington, Lauderdale Lakes, FL - Assistant Store Manager Furniture, Home Goods and Childrens Department

07/2011-10/2013

- Managed scheduling, employee productivity, training, loss prevention, customer service, registers and deposits, inventory and store opening and closing.
- Designed and implemented all in store displays.
- Provided exemplary customer service and engaged consistent employee motivation.

Forever 21, Miami, FL- Visual Manager

10/2008-07/2011

- Designed, installed and maintained all store visual components including wall composition, mannequin dressing, window display and general layout and decoration.
- Observed and analyzed buying trends to maximize sales by dictating stock flow and visual presentation.
- Managed employee productivity for stock, visual, and operational teams and ensured that independent units functioned effectively as a team.

EDUCATION

08/1999-05/2001

Broward College-Associates in Arts

08/2023-05/2025

Florida Atlantic University-Bachelors Degree Sociology Urban Planning

PLANNING AND ZONING BOARD
MAY & JUNE 2025
TWO-YEAR TERM OF OFFICE/SEVEN (7) MEMBERS
AND ONE (1) ALTERNATE MEMBER

	<u>TERM EXPIRES</u>	<u>ORIGINAL APPOINTMENT</u>
SCOTT MCCOY 101 NE 29 TH STREET WILTON MANORS, FL. 33334 CELL: 1-334-224-4309 EMAIL: scottdmccoy@gmail.com Reside: Central Area	JUNE 30, 2026 resigned 5-11-16	4/25/23
BILL DESAUTELS 641 KENSINGTON PLACE WILTON MANORS, FL. 33305 CELL: 954-235-5578 EMAIL: bill@billdesautels.com Reside: Central Area	JUNE 30, 2026 Chair	6/14/22
LOUIS IZQUIERDO 2137 NE 16 TH AVENUE WILTON MANORS, FL. 33305 CELL: 954-303-1880 EMAIL: louisizquierdobm@gmail.com Reside: Eastside Area	JUNE 30, 2026 Vice- Chair	6/13/23
JOHN FOMOOK 1955 NE 7 TH TERRACE WILTON MANORS, FL. 33305 CELL: 1-415-606-6488 EMAIL: jfomook@yahoo.com Reside: Central Area	JUNE 30, 2026	6/25/24
JUSTIN PROFFITT 188 NE 20 TH COURT WILTON MANORS, FL. 33305 CELL: 954-882-5823 EMAIL: justin.proffitt@gmail.com Reside: Central Area	MAY 1, 2027	4/11/23
KAREN B. FRIEDMAN 2924 NW 12 AVENUE WILTON MANORS, FL. 33311 CELL: 954-547-9411 EMAIL: kbfatwork@gmail.com Reside: Westside Area	MAY 1, 2027	4/22/25
SCOTT REALE 2904 NW 11 AVE WILTON MANORS, FL. 33311 CELL: 917-543-5718	MAY 1, 2027	4/22/25

EMAIL: scottreale@yahoo.com Reside: Westside Area		
CHRIS BOYLAN 125 NW 22 ND STREET WILTON MANORS, FL. 33311 CELL: 1-201-650-2190 EMAIL: wiltonmanors@chrisboylan.com Reside: Westside Area	MAY 1, 2027 (ALTERNATE)	6/25/24
ROBERTA MOORE, CDS DIRECTOR STAFF LIAISON 2020 WILTON DRIVE WILTON MANORS, FL. 33305 WORK: 954-390-2188 EMAIL: rmoore@wiltonmanors.com		
CHRISTIAN CERVANTES, ASST. CDS DIRECTOR STAFF LIAISON 2020 WILTON DRIVE WILTON MANORS, FL. 33305 WORK : 954-390-2179 EMAIL: ccervantes@wiltonmanors.com		

Updated 4/23/25

Per Evy Kalus as of 8/14/23 – all of the PZB Members automatically become members of the Historic Preservation Board. Including the President of the Historical Society (Ronald Ulm. – President)

**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: June 23, 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 severely 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. On May 29, 2026, the Court entered an Omnibus Order, denying the Motion to Vacate and other pending motions, and directing the Clerk to not accept any further filings from Plaintiff except for notice of appeal.

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. On June 11, 2026, the Court entered an Order Granting Defendants' Motion to Dismiss without prejudice.

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. On June 11, 2026, the City filed a Joint Motion to Extend Trial Deadlines and the hearing is scheduled for June 22, 2026.

B) Wilton Manors adv. Metropolitan Tower Life Insurance Company

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) Wilton Manors adv. Loan Funder LLC, Series 41675

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) Wilton Manors v. Alan Davenport (2000 NE 21 Court)

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) Wilton Manors adv. DOT Fund LLC

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 and the hearing is scheduled for July 8, 2026.

F) Wilton Manors v. Marcia Howell (648-652 W. Oakland Park Blvd.)

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. On May 28, 2026, the City filed a Motion for Extension of Time to Effectuate Service of Process and Memorandum of Law. On May 31, 2026, the Court entered an Order Granting Plaintiff's Verified Motion for Extension of Time to Effectuate Service of Process. On June 1, 2026, the City filed a Notice of Action for Unknown Tenants 1, 2, 3, and 4. On June 4, 2026, an Affidavit in Support of Service by Publication was filed.

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. On May 14, 2026, Plaintiff filed its Motion for Summary Judgment of Foreclosure.

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. On May 29, 2026, a Notice of Cancellation of Hearing scheduled for June 2nd was filed. On June 4, 2026, Plaintiff filed a Motion for an Order to Show Cause for the Entry of Final Judgment of Foreclosure. On June 8, 2026, Plaintiff filed a Motion to Strike Defendants' Affirmative Defenses.

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. On May 28, 2026, the City filed its Initial Disclosures.

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 File 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. On May 20, 2026, the Court entered an Order Granting the City's Motion to Strike and gave Appellant 30 days to file a Second Amended Initial Brief and Appendix. On May 21, 2026, Appellant filed a Motion to Deny Defense Motion to Strike Amended Initial Brief and Appendix. On May 28, 2026, Appellant filed a Response to Order Regarding Sanctions and Motion for Leave to File Appendix in Paper Format. On June 10, 2026, the Court entered an Order Granting the Motion to file in Paper 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. On May 22, 2026, the City of Tamarac filed its Answer and Affirmative Defense and Petition for Surplus.

M) Wilton Manors adv. Citizens Bank N.A.

On April 23, 2026, the City was served with the Summons and Complaint 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. On June 4, 2026, Plaintiff filed a Notice of Voluntary Dismissal and Release of Lis Pendens.

N) Wilton Manors adv. Wilmington Savings Fund Society

On May 11, 2026, the City was served with the Summons and Complaint in this foreclosure matter. On May 14, 2026, the City filed its Answer and Initial Disclosure. On June 3, 2026, the Plaintiff filed its Reply to the City's Answer. On June 5, 2026, Defendant filed Notice of Appearance and Motion for Extension of Time.

III. Litigation-Other

IV. Non-Litigation – City Attorney

Should you have any questions concerning the above, please do not hesitate to contact me.



March 24, 2026

City of Wilton Manors Commission
Wilton Manors, FL

Dear Commissioners,

On behalf of The Pride Center at Equality Park, we are pleased to invite the City of Wilton Manors to partner with us as a **Presenting Sponsor** for **Wicked Manors 2026**, taking place on **Saturday, October 31, 2026**.

Wicked Manors is one of South Florida's most anticipated community events, welcoming thousands of residents and visitors for an evening of safe, inclusive, and vibrant celebration. The event features family-friendly Trick-or-Treating from 5:00 PM to 6:00 PM and the event concludes at 11:00 PM.

To ensure the continued safety and success of this large-scale outdoor event, we respectfully request the City's support of **\$50,000**, designated specifically for **enhanced security measures**. As in prior years, we ask that these funds be **paid directly to approved security vendors**, ensuring that all resources are fully dedicated to maintaining a safe environment for attendees, businesses, and residents.

The City's partnership is critical to keeping Wicked Manors a safe and welcoming space for our community while also supporting The Pride Center at Equality Park's broader programs and services.

Presenting Sponsor Benefits – \$50,000

- Inclusion in all event marketing campaigns
- Prominent logo placement on the event website (with hyperlink)
- Multiple acknowledgments from the main stage
- Logo placement on main stage banner and north stage barricades
- Inclusion on all printed and electronic promotional materials
- Ten (10) VIP wristbands for access to designated VIP areas

We deeply value the City of Wilton Manors' continued leadership and commitment to fostering a safe, inclusive, and thriving community. We look forward to partnering again to deliver another successful Wicked Manors.

Thank you for your consideration.

Sincerely,

Rebecca D'Amico
Director of Development
RDamico@PrideCenterFlorida.org