AGENDA

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

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

1. **CALL TO ORDER**
   a. Pledge of Allegiance
2. **ROLL CALL**
3. **ADDITIONS/CHANGES/DELETIONS**
   At this time, any member of the City Commission or the City Manager may request to add, change, or delete items from the agenda.
4. **PROCLAMATIONS**
   a. Professional Municipal Clerks Week, May 3-9, 2026
5. **PRESENTATION**
   a. Audit Presentation
6. **COMMENTS FROM THE PUBLIC**
   Any member of the Public may speak on any issue for three (3) minutes.
7. **CONSENT AGENDA**
   Items listed under Consent Agenda are viewed to be routine, and the recommendation will be enacted by ONE MOTION in the form listed below. If discussion is desired, then the item(s) will be removed from the Consent Agenda and will be considered separately.

   a. Minutes
   1. Budget Workshop, March 24, 2026
   2. Regular City Commission Meeting Minutes, March 24, 2026

b. Consent Resolutions

1. **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.
2. **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.
3. **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.

c. 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.

d. 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.

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

8. PUBLIC HEARINGS

a. **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.

9. RESOLUTIONS

a. **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.

10. UNFINISHED BUSINESS

11. REPORTS FROM BOARDS AND ADMINISTRATIVE OFFICIALS

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

12. NEW BUSINESS

a. Broward MPO Citizens Advisory Committee (CAC) Representative

b. Request to Create and Fill New Utilities Project Manager Position

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

d. Discussion Regarding a Charter Amendment Creating Sec 3.1 Nepotism Prohibition

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

f. 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)*

g. Appeal to a lien reduction order by Special Magistrate: Code Case #22-000237 for 2031 Wilton Drive, Wilton Manors, FL 33305 owned by Dee 2031 Property, LLC. (*Police)*

h. 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

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

j. Discussion on Distance Separation — Alcoholic Beverage Location Restrictions. Requested by Vice Mayor Chris Caputo

13. REQUEST FOR PLACEMENT OF ITEMS ON NEXT MEETING AGENDA

14. ADJOURNMENT

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

WHEREAS, the Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, the Office of the Professional Municipal Clerk is the oldest among public servants, and

WHEREAS, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels, and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and

WHEREAS, the Professional Municipal Clerk serves as the information center on functions of local government and community, and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations, and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY OF WILTON MANORS, do hereby recognize the week of May 3-9, 2026, as

MUNICIPAL CLERKS WEEK

and further extend appreciation to our Professional Municipal Clerks, Elizabeth Beckford and Patricia Staples and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Wilton Manors, Florida to be affixed this 28th day of April, 2026.

_____

SCOTT NEWTON, MAYOR
The City of Wilton Manors

CITRINCOOPERMAN®

City of Wilton Manors

FY 2025 AUDIT

Presented by

Stephen Emery, Partner

Citrin Cooperman

citrincooperman.com

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Scope of Audit

- Detailed risk assessment
- Internal control and compliance testing
- Element of unpredictability
- Single Audit
- Surtax Examination

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Financial Highlights

- Budgetary Compliance
- Pension Plan Compliance
- Long-Term Debt Compliance

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Overall Results

- Report on Basic Financial Statements - **Unmodified**
- Report in Accordance with Government Auditing Standards - **Unmodified**
  - No Internal Control Deficiencies
  - No Noncompliance
- Report on Single Audit – **Unmodified**
- Report on Surtax Examination - **Unmodified**
- Certificate of Achievement for Excellence in Financial Reporting – Earned for FYE 2024.

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Final Notes

- Auditor Journal Entries – **None material to F/S**
- Accounting Policies – **in agreement**
- Accounting Estimates – **in agreement**
- ACFR – Extensive Financial Document

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Thank You

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DRAFT

MINUTES

COMMISSION BUDGET WORKSHOP
Tuesday, March 24, 2026
6:30 PM – COMMISSION CHAMBERS

CALL TO ORDER

Mayor Scott Newton called the workshop to order at 6:30 p.m.

Pledge of Allegiance

City Manager Leigh Ann Henderson 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, Commissioner Don D'Arminio, and Commissioner Paul Rolli. A quorum was present. Also in attendance were City Manager Leigh Ann Henderson and City Attorney Kerry Ezrol.

COMMENTS FROM THE PUBLIC

At this time Mayor Newton opened public comment.

Gene Stinson, 2725 NE 8 Avenue, Chair of the City's Community Affairs Advisory Board (CAAB), explained that at their February 2026 meeting, CAAB held a planning session to review its plans for the current fiscal year. The Board hopes to create more direct and inclusive opportunities for residents to engage with one another and with the City. Potential initiatives include a signature community event. The CAAB requests that the Commission consider increasing its budget to $7,000 for fiscal year (FY) 2026-2027. They feel this investment would allow them to more fully advance their mission within the community.

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

Mayor Newton requested clarification of how the additional $7,000 would be used. Mr. Stinson

replied that the funds would go toward a signature community event which has not yet been specified. He emphasized that the CAAB's mission of bringing people together will require some investment, such as sponsorship, preparation of a prospectus, and community outreach.

PRESENTATION AND DISCUSSION

Budget Priorities & Strategic Direction

City Manager Leigh Ann Henderson advised that tonight's presentation would serve to begin the City's budget preparation process. She requested that the Commission provide staff with direction, including overarching goals for the year as well as any concerns. This feedback will be used in coordination with planning documents, Master Plans, and other documents used by staff to prioritize the next year's budget.

Finance Director Carol Conol emphasized that the intent of tonight's meeting is to determine what matters most at an early stage in the budget process so staff can reflect these priorities in the proposed budget. There are also several key pressures the City is monitoring closely, including ongoing discussions at the state level on property tax reform, upcoming Police labor negotiations, and continued increases in personnel, insurance, and operating costs. While the City is currently stable, the future remains uncertain.

Director Conol reviewed how the City's revenues are structured, noting that the largest contributing factor to the General Fund is property taxes, followed by utility taxes, the Unassigned Fund Balance, franchise fees, permits, and intergovernmental revenues. Many of the City's smaller revenue streams are less stable or have limited growth. Roughly 56% of General Fund revenues come from property taxes alone.

The City's reserves, which are in the Unassigned Fund Balance, are currently very strong, with increases reflected over the past five years. Director Conol noted, however, that a large portion of the Unassigned Fund Balance came from one-time or temporary factors which cannot be relied upon to sustain ongoing operations over the long term.

Long-term sustainability based on projected trends suggests moderate revenue growth going forward, including roughly 5% in taxable values in the next fiscal year, followed by increased annual revenues of roughly 2% to 3%. This projection includes maintaining the City's current operating millage rate of 6.277 for the next four years. Expenses are expected to grow faster than revenues over time. Director Conol also noted that the final payment on the City Hall General Obligation (GO) bonds is scheduled for February 2028. Once the bonds are paid off, their associated debt millage levy will go away.

House Joint Resolution (HJR) 203 would eliminate non-school property taxes on homesteaded properties, which would have an estimated impact of $6.3 million on Wilton Manors, or a 40% reduction in property tax revenue. This is not a change the City could absorb without major service level or structural changes. Staff is closely monitoring this situation and preparing for different scenarios as more information becomes available.

Director Conol reviewed the distribution of City expenditures, noting that the largest costs are in Police Department funding, followed by Parks and Recreation and General Government functions. Most of the budget is personnel-driven, which means cost increases are often tied to salaries, benefits, and contractual obligations. Revenue reductions would not involve removing extra expenses but would cut into core City services.

Should property taxes experience a significant reduction, the City would need to consider the following:

- Reducing service levels
- Eliminating programs
- Increasing fees
- Delaying capital projects
- Using reserves as a short-term bridge

Director Conol next addressed Enterprise Funds, which operate differently from the General Fund. These funds are supported by user fees rather than taxes. The City recently completed a comprehensive rate study, with recommended adjustments based on that analysis. In FY 2026-2027, the study recommends no increase to water rates and a 5% increase in sewer rates. There are also "pass-through" costs from Fort Lauderdale, including roughly 9% for water and sewer pass-through costs yet to be determined.

Director Conol recalled that in December 2025, the City closed on a $28 million Water Infrastructure Finance and Innovation Act (WIFIA) loan, which is a significant step forward in funding utility infrastructure. This positioned the City to invest in its utility systems in a financially responsible manner.

Director Conol concluded that staff is seeking Commission direction, particularly their priorities and concerns as well as areas on which they would like staff to specifically focus as the budget is developed. This direction will guide the proposed budget.

Commissioner Rolli asked what the City is doing to prepare for a potential property tax reduction, as well as what types of decreases are being considered. Director Conol replied that staff has discussed this issue internally and is looking at programs and services, including service levels, before considering personnel changes.

Commissioner Rolli observed that HJR 203 represents a worst-case scenario, and would have a dramatic effect on the City unless they can identify another type of revenue. He suggested that determining a strategy should come first before establishing budget priorities. In addition, personnel costs are significant, and the City has discussed reducing personnel for many years, although there have been no significant reductions. He concluded that he would like to see strategy determined as a starting point before setting priorities.

Commissioner Bracchi agreed with Commissioner Rolli that the City should begin devising a strategy now, and recommended a "bottom-up" analysis rather than establishing priorities to determine where funds can be cut. This would mean determining which services are critical to the City's operation, including infrastructure, utilities, and other core needs. Programs and

personnel would be addressed after these critical services, as would quality-of-life items.

Commissioner D'Arminio emphasized the need to work toward further personnel reductions, including reductions in full-time equivalents (FTEs) as well as reductions in hours and part-time positions. He felt it was clear the City would need to reduce staff and programming. He asserted that he would also like to see a further reduction in the City's millage rate as well as having department heads review their budgets closely for line-item reductions. He concluded that the FY 2026-2027 budget cannot represent business as usual.

Vice Mayor Caputo agreed with Commissioner Bracchi on the importance of determining the costs of truly essential services. For all reductions in programs or services, he wished to see corresponding staff costs. He also recalled that one goal of the FY 2026-2027 budget was to reduce the Unassigned Fund Balance, and requested clarification of how much of this increase resulted from consistently being too conservative when budgeting for revenue or regarding expenses.

Mayor Newton stated that actions taken by the Commission to save money could be allowing open positions to remain unfilled, or targeting specific items for cuts, such as parks and recreation or library services. Public safety, utilities/infrastructure, and community services would need to remain as core functions. Another option could be charging more for certain services, such as facility and sports rentals for non-City residents; however, the City has increased these fees in the past and the immediate result was a loss in revenue. He concluded that the City will not know what it faces regarding property tax reform until the issue goes to the voters in November. He encouraged residents to email the Commission with any ideas.

Commissioner Rolli stated that if the state does not reduce property taxes, he would like to see a significant reduction in the City's millage rate. Commissioner D'Arminio reiterated his support for this proposal as well.

ADJOURNMENT

The workshop was adjourned at 7:02 p.m.

DRAFT

MINUTES

REGULAR CITY COMMISSION MEETING
Tuesday, March 24, 2026
7:00 PM – COMMISSION CHAMBERS

CALL TO ORDER

Mayor Scott Newton called the meeting to order at 7:10 p.m.

Pledge of Allegiance

Gene Stinson, Chair of the Community Affairs Advisory Board (CAAB), 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, Commissioner Don D'Arminio, and Commissioner Paul Rolli. A quorum was present. Also in attendance were City Manager Leigh Ann Henderson and City Attorney Kerry Ezrol.

ADDITIONS / CHANGES / DELETIONS

None.

COMMENTS FROM THE PUBLIC

At this time Mayor Newton opened public comment.

Larry Farver, 2524 NW 9 Terrace, director of the Westside Association, addressed project selection for the 2026 Community Development Block Grant (CDBG) allocation. The Association requests that the City Commission consider two Westside projects: improvements to the splash pad at Mickel Park, which is experiencing increasing functional issues, and fence replacement along portions of Don Eisele Park, where the fencing is inconsistent and in disrepair.

Jake Valentine, 1109 NW 30 Court, emphasized that not all residents take issue with the taxes they pay, as they understand these fund City services. He advised that he lives behind a business on Oakland Park Boulevard which creates significant noise and should be subject to enforcement, and suggested that the City find an equitable way to address this issue.

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 (5-0).

Minutes

- Special Commission Meeting, February 24, 2026
- Regular Commission Meeting, February 24, 2026

Invoices

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

Consent Resolutions

Resolution No. 2026-16: *(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 FIFTH AMENDMENT TO PROFESSIONAL ENGINEERING AND CONSULTING SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES TO AMEND THE THIRD AMENDMENT TO PROVIDE ADDITIONAL ELECTRICAL AND INSTRUMENTATION & CONTROLS (E&I) DESIGN SERVICES ASSOCIATED WITH THE UPGRADED PUMP SELECTION FOR LIFT STATION 8; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve disbursement of Law Enforcement Forfeiture Trust Fund monies as a contribution to Lucky Lightyear Foundation Inc.

Motion to approve disbursement of Law Enforcement Forfeiture Trust Fund monies as a contribution to Canine Assisted Therapy, Inc.

Motion to approve purchase of Dell Computer Equipment

Motion to approve Special Event Permit #26-838 for the 2026 Stonewall Parade & Street Festival

End of Consent Agenda

PUBLIC HEARINGS

CDBG 52nd Year Discussion and Project Selection

Capital Projects Administrator Todd DeJesus stated that the CDBG program is authorized by Title I of the Housing and Community Development Act of 1974. Its primary objective is to develop viable urban and rural communities by improving quality of life, principally for persons of low to moderate incomes. Tonight is the second of two public hearings to discuss potential projects for the 52nd year CDBG cycle.

Administrator DeJesus reviewed the areas in the City which are eligible for CDBG projects. He anticipated receiving roughly $75,000 for the current cycle. Broward County recommends focusing on capital projects such as large purchases or public improvements. Previous CDBG projects include street resurfacing, drainage, floating docks, playgrounds, outdoor fitness stations, basketball courts, shade structures, and improvements at Mickel Park.

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

The Commissioners discussed prospective eligible projects, noting that only one eligible project may be pursued using CDBG funds. Repairing the surface of the splash pad and replacing two of the three apparatus at Mickel Park would cost $75,000-$100,000.

Commissioner Rolli made a motion to select the splash pad as the 52nd year CDBG project. Vice Mayor Caputo seconded the motion, which prevailed by unanimous roll call vote (5-0).

Ordinance No. 2026-006: *(Community Development Services) (Second Reading)*
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT REGULATIONS ("ULDR") BY AMENDING SECTION 065-020 "GENERAL APPLICATION PROCESSING REQUIREMENTS"; AND BY AMENDING SECTION 080-020 "APPLICABILITY"; 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 2026-006. Commissioner D'Arminio seconded the motion.

City Manager Leigh Ann Henderson advised that this is the second reading and public hearing of an Ordinance which would establish timelines for development application review. This Ordinance is required by State Statute.

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

The motion prevailed by unanimous roll call vote (5-0).

ORDINANCES – FIRST READING

Ordinance 2026-005: *(Community Development Services) (First Reading)*
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT REGULATIONS ("ULDR"); AMENDING SECTION 010-030 "TERMS DEFINED"; AMENDING SECTION 020-70 "RESIDENTIAL DISTRICT SCHEDULE OF PERMITTED, CONDITIONAL AND PROHIBITED USE"; AMENDING SECTION 020-120 "MIXED-USE AND PUBLIC/QUASI-PUBLIC DISTRICT PERMITTED, CONDITIONAL AND PROHIBITED USES"; AND AMENDING SECTION 175-030 "RESPONSE TO REASONABLE ACCOMMODATION REQUEST", PROVIDING FOR COMMUNITY RESIDENTIAL HOMES AND RECOVERY RESIDENCES; 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 2026-006. Commissioner D'Arminio seconded the motion.

City Manager Henderson recalled that this Ordinance had originally been included for first reading on the March 10, 2026 Agenda, and a presentation has already been given. An error in the staff memo required its postponement. No changes have been made to the Ordinance aside from that correction.

The motion prevailed by unanimous roll call vote (5-0).

UNFINISHED BUSINESS

Municipal Complex Evaluation for Public Parking

City Manager Henderson recalled that at a previous City Commission meeting, she was directed to bring back information on the potential for adding public parking at the municipal complex located on Dixie Highway. She noted that the land use of the site was changed from an industrial zone to Transit-Oriented Corridor (TOC). There has been growth in several different types of businesses in the surrounding area.

Emergency Management/Utilities Director Alan Dodd advised that staff reviewed the available space to determine what is possible on the site. They feel 32 parking spaces can be created there, as well as additional fencing for security, lighting, electronic devices for payment, and a crosswalk on Dixie Highway. A rough estimate of the total project cost is in the $500,000 range, including engineering, design, and contingency funding. If the project is funded in the City's capital program, they would engage an engineering consultant to refine it further.

Commissioner D'Arminio recalled that there had been a potential lease on the building, which would require use of the 11 existing parking spaces. He requested a status update on this lease.

City Manager Henderson replied that the City had been close to finalizing the lease at the time Florida passed legislation restricting diversity, equity, and inclusion (DEI) activity; the passage of this legislation could create risk if the City moves forward with the lease. The 11 spaces in front of the building would be dedicated to the lessor's facilities. In the absence of a lessor, those 11 spaces would be available to the public for parking.

The Commissioners discussed concerns with the proposal, including the 10-year time frame for payback. It was clarified that money for the project would come from the Parking Fund, and a higher parking rate at the site could lead to a five-year payback period. There was also discussion of implementing dynamic pricing and the potential availability of another lot on Dixie Highway.

Mayor Newton directed the City Manager to look into how the parking lot could be paid back within five years, as well as a forecast of potential revenues and different pricing models such as dynamic pricing. City Manager Henderson added that this analysis could also include more in-depth design and engineering cost estimates. Commissioner Bracchi suggested that staff also prepare a financial analysis based on the revenues generated by other parking areas throughout the City.

Amending Sec. 5 Vacancies; forfeitures of office; filling vacancies (c) Extraordinary vacancies

City Manager Henderson recalled that this Item was first discussed at the March 10, 2026 Commission meeting. Staff has provided a potential Ordinance that would address extraordinary vacancies on the City Commission and the costs associated with changing the Charter. She requested additional feedback on a proposed succession plan as well.

City Attorney Kerry Ezrol advised that most Charters statewide provide for the Governor to take action to fill extraordinary vacancies; in addition, Florida Statute Section 112.51 addresses the Governor's authority to appoint a replacement in the event of a vacancy caused by misfeasance or malfeasance. The Florida Constitution also allows the Governor to make an appointment in the event of indictment for a crime.

City Attorney Ezrol continued that he was comfortable with the City's Charter as currently drafted, as it allows for any one remaining Commissioner to make appointments. However, this would not address what might happen if the entire Commission were removed by the Governor.

City Attorney Ezrol pointed out that the anti-DEI bill discussed at the last meeting allows official actions to be viewed as misfeasance or malfeasance, which can give rise to removal. He noted that because a simple majority is often required to take action, it may be possible for two Commissioners to vote against a specific action, which would leave those two Commissioners in office.

Mayor Newton commented that if all five Commissioners were removed, the City Manager would be able to appoint individuals from the community such as previously serving Commissioners who are aware of the City's systems. This could fill the gap leading up to a special election. Commissioner Bracchi cautioned that there may be very few former elected

officials who live within Wilton Manors.

Vice Mayor Caputo recommended consideration of residents who serve on City advisory bodies as potential appointees. Commissioner D'Arminio recommended members of the Planning and Zoning Board in particular, as that is the only quasi-judicial advisory entity within the City. Mayor Newton added that members of the Finance Advisory Board may also have sufficient expertise to serve in a temporary capacity.

City Attorney Ezrol confirmed that this discussion provided him with sufficient direction, and he would discuss the issue further with the City Manager and bring more information back to the next Commission meeting.

Commissioner Rolli also suggested that the Commission consider adding some of the same language from the Board application process, specifically citing that candidates may not be married or engaged to a member of the same advisory body to which they are applying. He noted that this was addressed under Resolution 2021-017.

City Attorney Ezrol added that the prospective language change to the Charter would have to go before City residents for a vote as a separate ballot question. It was noted that no additional issues have been discussed as potential Charter amendments to be placed on the November 2026 ballot.

REPORTS FROM BOARDS AND ADMINISTRATIVE OFFICIALS

City Manager's Report

None.

City Attorney's Report

None.

NEW BUSINESS

Request to Fill Full-Time Recycling, Solid Waste and HHW Coordinator Vacancy

City Manager Henderson explained that only one employee performs this job. The position is fully funded by the Solid Waste and Recycling Enterprise Fund. She emphasized the importance of the position in overseeing the City's solid waste contract, as well as all recycling programs in compliance with regulations and customer service issues.

City Manager Henderson continued that staff would also like the Commission to consider the opportunity to address this vacancy through internal promotion.

Commissioner Rolli made a motion to fill the position. Vice Mayor Caputo seconded the motion, which prevailed by unanimous roll call vote (5-0).

Request to Fill Part-Time Summer Recreation Leader Vacancies

City Manager Henderson advised that these are three temporary positions which are program-specific within the City's summer camp program. They are essential to the summer camp program and are cost-neutral, as the revenue generated from summer camp fully funds the positions.

Vice Mayor Caputo made a motion to fill the three positions. Commissioner D'Arminio seconded the motion, which prevailed by unanimous roll call vote (5-0).

Mayor Newton suggested that cost-neutral positions such as these not require Commission approval in the future. There was consensus from the Commission to make this change.

Commission consideration to initiate foreclosure action on a code lien attached to the real property located at 709 NW 29 Street, Wilton Manors, FL 33311 currently owned by Harvest International Investments, LLC, and cited under the previous owner Ma, Wenrui and Li, Ruowen.

City Attorney Ezrol noted that the Commission was provided with pre-litigation review of the file. The current amount of the Code lien is over $200,000. The property value listed by the Broward County Property Appraiser's Office is $526,000. Property taxes are current through 2024. The property is not claimed as exempt and there is no mortgage.

City Attorney Ezrol explained that this property was transferred to a related entity subject to Code liens. Of all the recorded liens on record, only one predates the City's lien. The City would take priority over this lien because the property changed hands after Wilton Manors' lien was attached.

Vice Mayor Caputo made a motion to proceed with foreclosure. Commissioner Rolli seconded the motion, which prevailed by unanimous roll call vote (5-0).

Broward League of Cities 2026-2027 Board of Director Appointments

The Commission determined the following appointments to the Broward League of Cities 2026-2027 Board of Directors:

- Director: Commissioner D'Arminio
- Alternate: Vice Mayor Caputo
- Second alternate: Commissioner Bracchi

Commissioner Rolli made a motion to approve the appointments. Vice Mayor Caputo seconded the motion, which prevailed by unanimous roll call vote (5-0).

Commissioner Rolli requested that the Commission also consider its appointment for membership in the Broward Metropolitan Planning Organization (MPO), stating that he was willing to serve as the City's representative.

Vice Mayor Caputo made a motion to appoint Commissioner Rolli to the Broward MPO. Commissioner Rolli seconded the motion, which prevailed by unanimous roll call vote (5-0).

Community Services Vendor for Processing Building Permits by Commissioner Paul Rolli

City Manager Henderson explained that the City used a platform called Citizenserve for the processing and issuance of building permits. They recently moved to a different vendor and platform called BS&A, with which the City has worked for several years. The City received multiple demonstrations from BS&A regarding another enterprise system offered by that company. However, there were difficulties with transition, and the vendor was ultimately unable to provide the services they had committed to provide. This was very disruptive to staff and the community for several weeks, as permits could not be issued and all data could not be migrated to the new system.

Staff chose to go back to the Citizenserve platform, and that provider has made commitments to improve that platform in order to address some of the issues experienced in the past. Staff is once again fully operational on the Citizenserve platform and all records received during the transition period have been updated in that system. Staff is currently in discussions with BS&A regarding the termination of the second enterprise system, and will bring that item back to the Commission at a subsequent meeting.

Colohatchee Properties Requested by Commissioner Paul Rolli

City Manager Henderson showed a slide presentation on the two City properties located at the northeast corner of Colohatchee Park. The properties were purchased in 2019 for a total price of $1.365 million and constitute just over half an acre. Issues discussed at the time of acquisition included the need for utility upgrades, particularly water and wastewater. All utilities run from connection points on NE 15 Avenue beneath the 600 ft. boardwalk and directly to Colohatchee Park. The intent was to connect these utilities directly to 14 Avenue.

Additional concerns included the entry point to the park and access to the rear, as the boardwalk limits accessibility for visitors who have mobility issues. There have also been conflicts with dogs on the boardwalk, as well as maintenance issues including a lack of water service.

Since the last Commission discussion of the parcels, the City commissioned an appraisal of the site, with the request that the properties' values be reported both separately and combined. The properties are in an area with a Future Land Use of Transit-Oriented Corridor (TOC); however, they are currently zoned RM-16. At a recent Commission meeting, the City Commission provided direction for staff to proceed with the rezoning of the parcels. The value of the assembled lots under their Future Land Use would be $1.62 million, which is more than what was paid for them.

The City initially purchased the properties using a short-term bridge loan from the Utility Fund in 2019. This loan was fully repaid in 2021 when the City assumed a low-interest loan that included the subject properties and refinanced existing debt. The total original loan was under

$2.7 million and included payback to the Utility Fund as well as administrative costs and payback of additional loans.

The current balance of the loan for the portion specifically related to the Colohatchee parcels is $581,000. The maturity date of the total loan is December 2030. The loan is tax-exempt debt, as the documentation specifically provided that the principal was intended for land acquisition and park purposes. Staff met with the City's bond counsel and financial advisors to review loan documents and determine if any Internal Revenue Service (IRS) regulations would apply. There is no documentation which indicates what would happen if the property is sold or privately leased; however, staff was advised that this could subject the City to the IRS's private use test.

Options include:

- Paying off the note
- Asking the bank to consider converting the loan to a taxable rate
- Compliance with the IRS's alternative use method

The IRS's alternative use method specifies that if the properties are sold, they must be sold at fair market value, and proceeds would have to be used for a governmental purpose within two years in order to avoid tax liability. An arbitrage rebate may be imposed after the sale but before the expenditure of the proceeds.

Options previously discussed by the Commission include:

- Developing all or a portion of the properties to accommodate park access, potentially including parking
- Establishment of utility connections, which could be done through grant funds, impact fees, or the City's budget
- Maintaining the properties in their current condition and preserving them for future use
- Seeking a development partner for all or a portion of the properties

The Commissioners discussed the presentation, with Mayor Newton requesting clarification of how much it may cost to implement parking on the site. Leisure Services Director Michelle Parks recalled that this cost was estimated at roughly $400,000 some years ago. The estimate indicated that approximately 15 to 20 parking spaces could be provided.

The Commissioners discussed various options, including dividing the two parcels, service levels, and looking into a public-private partnership (P3) to create workforce housing at the site. City Manager Henderson advised that one developer has approached the City regarding a prospective P3 but is not yet prepared to enter into a full discussion. Commissioner Rolli advised that he had visited a number of properties with the Broward County representative, who was very receptive to this outreach. He noted that Broward County has money and contacts to invest in an affordable housing project.

Commissioner Bracchi asked what would happen to the boardwalk if the lots are developed to create access points to the park. Director Parks emphasized that the boardwalk would be kept fully operational and accessible. The addition of utilities would allow the City to mount security cameras on the boardwalk, and grant funds could be used to replace up to one-tenth of a mile of

the boardwalk's wood. An engineer would also need to estimate the damage to the boardwalk's substructure.

Greater Fort Lauderdale Chamber of Commerce Honorary Board of Directors Seat

Commissioner Bracchi volunteered to serve in this role.

Vice Mayor Caputo made a motion to appoint Commissioner Bracchi to the Greater Fort Lauderdale Chamber of Commerce Honorary Board of Directors. Commissioner Bracchi seconded the motion, which prevailed by unanimous roll call vote (5-0).

Broward MPO Citizens Advisory Committee (CAC) Representative

City Manager Henderson advised that the Broward MPO has multiple advisory entities, including an Executive Committee, a Technical Advisory Committee, and a Citizens' Advisory Committee (CAC). The CAC has reached out to Wilton Manors to ask if they would like to appoint a resident to that advisory body.

It was clarified that there is no deadline for the appointment. The next CAC meeting is scheduled for April 22, 2026. The Committee meets on the fourth Wednesday of each month for roughly two hours.

The Commission directed staff to publicly notice the appointment opportunity, including the expectations, duties, or time commitment of the CAC. City Manager Henderson added that a link will be included to the MPO so prospective applicants can review past agendas and/or watch previous meetings. The Commission would address this further at the second April 2026 meeting.

REQUEST FOR PLACEMENT OF ITEMS ON NEXT MEETING AGENDA

None.

ADJOURNMENT

The meeting was adjourned at 8:38 p.m.

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 28, 2026

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

(a) Subject: **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.

(b) City Manager Recommendation:

(c) Report In Brief: Approval of Resolution No. 2026-023 will authorize the City to execute an agreement with WGI, Inc. to complete a comprehensive pavement condition survey.

(d) Discussion: The City maintains approximately 33.5 miles of roadway and seeks to complete a comprehensive pavement condition survey to support long-term maintenance planning and prioritize roadway funding. The proposal from WGI, Inc. provides a citywide pavement condition assessment using advanced laser-based technology (LCMS 4M) to collect detailed roadway data and evaluate surface distresses such as cracking, rutting, and potholes. This data will be analyzed to generate Pavement Condition Index (PCI) scores for roadway segments and incorporated into a GIS-based platform for mapping and visualization. The resulting PCI data will also be used to develop cost estimates and prioritize future roadway resurfacing and rehabilitation projects.

Project deliverables include GIS datasets with PCI values linked to roadway centerlines and an interactive ArcGIS dashboard, which will be hosted for two years. The project is anticipated to be completed within approximately 120 days from notice to proceed. Staff is asking the City Commission to ratify and waive the competitive procurement requirements of Section 2-58 of the City code and to authorize entering into an agreement with WGI, Inc. for a lump sum of $27,920.

(e) Strategic Plan Consistency: Goal A. Advance Infrastructure Improvements. Key Objective 2. Improve Roadway, Pedestrian, and Cyclist Infrastructure and Amenities.

(f) Concurrences:

(g) **Fiscal Impact:** This item will incur a fiscal impact of $27,920.00. Funds are available within the City Managers budget for this purpose.

(h) **Alternatives:**

(i) **Attachments:**
1. 2026-023 RESO Approving Agreement with WGI, Inc.
2. Piggyback (Lake Worth) Agmt with WGI, Inc
3. City of Wilton Manors Proposal 03092026

RESOLUTION NO. 2026-023

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.

WHEREAS, the City desires to perform a comprehensive Pavement Condition Survey as more particularly described in WGI, Inc.'s Pavement Condition Inventory Proposal ("Proposal"); and,

WHEREAS, the City Commission found (by a four-fifths vote) that it is not in the best interests of the City to competitively bid this Agreement, to the extent required, and pursuant to section 2-58 (d) (2)(h) of the Code of Ordinances of the City of Wilton Manors approved a competitive procurement exemption for the Agreement; and

WHEREAS, pursuant to the City's Procurement Code, purchases are exempt from competitive procurement "when the City Commission declares by a four-fifths (⅘) affirmative vote that the process of competitive bidding and competitive proposals is not in the best interest of the City. The City Commission shall make specific factual findings that support its determination, and such contracts shall not be placed on the City Commission consent agenda."; and,

WHEREAS, on March 28, 2023, the City of Lake Worth Beach, Florida entered into an agreement with WGI, Inc. following issuance of Request for Qualifications (No. 23-300) for civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, transportation and mobility planning, energy management and engineering services, construction management and project management and related

professional services in accordance with the Consultants' Competitive Negotiations Act, section 287.055, Florida Statutes; and

WHEREAS, the City Commission of the City of Wilton Manors, Florida, finds that the process of competitive bidding and competitive proposals is not in the best interest of the City and deems it to be in the best interests of the residents and citizens of Wilton Manors to execute the Agreement with WGI, Inc.; and,

WHEREAS, the City Commission of the City of Wilton Manors deems it in the best interests of the public to execute the Agreement with WGI, Inc. and finds that utilizing the Lake Worth Agreement is an adequate substitution for competitive procurement.

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

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

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

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

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

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

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

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

CITY OF WILTON MANORS, FLORIDA

By:_____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH
GARCIA-BECKFORD, MMC
CITY CLERK

RECORD OF COMMISSION VOTE

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

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

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

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

WGI, INC., a Florida Corporation, hereinafter "CONSULTANT".

CITY and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the CITY has the need to procure the services of a qualified consultant to perform a pavement condition inventory within the CITY; and

WHEREAS, on March 28, 2023, the City of Lake Worth Beach, Florida entered into an agreement with CONTRACTOR following issuance of Request for Qualifications (No. 23-300) for civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, transportation and mobility planning, energy management and engineering services, construction management and project management and related professional services in accordance with the Consultants' Competitive Negotiations Act, section 287.055, Florida Statutes, a copy of which is incorporated herein by this reference ("LAKE WORTH AGREEMENT"); and

WHEREAS, the CITY has reviewed the scope of services of the competitively bid LAKE WORTH AGREEMENT, and has determined that it is an agreement that can be utilized by the CITY to perform a pavement condition inventory within the CITY; and

WHEREAS, CONSULTANT has agreed to honor the prices, terms, and conditions of the LAKE WORTH AGREEMENT; and

WHEREAS, CITY desires to enter into this Agreement with CONSULTANT by "piggybacking" the LAKE WORTH AGREEMENT; and

WHEREAS, the CITY desires to procure the needed services from CONSULTANT due to perform a pavement condition inventory within the CITY; and

WHEREAS, the CITY Commission approved this Agreement and authorized the proper CITY officials to execute this 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 LAKE WORTH AGREEMENT shall govern the relationship between the CITY and CONSULTANT, except as amended below:

A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the LAKE WORTH 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"** ("Proposal").

B. CONSULTANT shall perform the Work in and for the CITY as detailed in the LAKE WORTH AGREEMENT, as modified by the Proposal. The Contract pricing shall be as per **Exhibit "A."**

C. The CONSULTANT shall invoice CITY monthly for services that have been rendered in the previous month. The invoices shall include, but not be limited to, the time period covered, specify the services performed, the time spent on such work, the total amount due, and any other information reasonably required by CITY. All invoices for services rendered by CONSULTANT during any calendar month shall be delivered to the CITY no later than the twentieth day of the succeeding month.

D. CONSULTANT shall provide CITY with proof of insurance and bonding as required by the LAKE WORTH AGREEMENT.

E. CONSULTANT hereby confirms that the CITY is an additional insured under the provisions of CONSULTANT'S insurance. Any notice required to be provided pursuant to the LAKE WORTH AGREEMENT, shall be provided to CITY c/o City Manager, 2020 Wilton Drive, Wilton Manors, Florida 33305. Written notice of cancellation, non-renewal or reduction in coverage or limits from CONSULTANT'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.

F. **Governing Law and Venue**. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in the Seventeenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

G. CONSULTANT shall comply with the provisions of Sections 2-58(v), 2-59(b) and 2-60 of the Wilton Manors Code of Ordinances. CONSULTANT shall require that all sub CONSULTANT's comply with Section 2-59 (b) of the Wilton Manors Code of Ordinances. CONSULTANT 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.

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

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

ii. 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;

iii. 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, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after CONSULTANT transfers the records in its possession to the CITY; and

iv. Upon completion of the contract, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by CONSULTANT 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.

v. The failure of CONSULTANT to comply with the provisions set forth in the Agreement shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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

I. **Compliance with Foreign Entity Laws.** The undersigned, on behalf of the CONSULTANT, hereby attests under penalty of perjury as follows:

i. CONSULTANT is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

ii. The government of a foreign country of concern does not have a controlling interest in CONSULTANT.

iii. CONSULTANT is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

iv. CONSULTANT is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

v. CONSULTANT is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

vi. CONSULTANT is not a foreign principal, as defined in Section 692.201, Florida Statutes.

vii. CONSULTANT is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

J. **Compliance with Anti-Human Trafficking Laws.** In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the CONSULTANT, hereby attests under penalty of perjury as follows:

i. The CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

K. All references to the City of Lake Worth in the LAKE WORTH AGREEMENT shall be deemed to refer to the City of Wilton Manors.

Section 3. In all other respects, the terms and conditions of the LAKE WORTH AGREEMENT, are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement.

(*Signature Page to Follow*)

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: _____
Scott Newton, Mayor

BY: _____
Elizabeth Garcia-Beckford, MMC
City Clerk

Approved as to form:

BY: /s/ Kerry L. Ezrol
Kerry L. Ezrol, Esq.
City Attorney

WITNESSED BY:

Dela Quintanilla

Debra Quintanilla
Print name

Kathleen K. Turnbull

Kathleen K. Turnbull
Print name

WGI, INC., a Florida Corporation

BY: _____
Gregory Sauter, President

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14th day of April, 2026 by Gregory Sauter, as President of WGI, INC., a Florida Corporation, ☑ who is personally known to me or ☐ has produced _____ as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this 14th day of April, 2026.

(SEAL)

CYNDY LITTLE
Notary Public
State of Florida
Comm# HH761966
Expires 3/31/2030

_____
NOTARY PUBLIC

EXHIBIT "A"

February 16, 2026

Alan Dodd, PE
Director Emergency Management/Utilities Department
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305

RE: City of Wilton Manors – Pavement Condition Inventory

Good afternoon Alan,

I am pleased to submit our proposal to the City of Wilton Manors to perform a comprehensive Pavement Condition Survey utilizing industry-standard assessment methodologies. This proposal is being offered through a cooperative purchasing mechanism, as permitted under Florida procurement law, by **piggy-backing on an existing contract previously awarded by the City of Lake Worth Beach**. By leveraging this pre-procured contract vehicle, the City of Wilton Manors can expediently access our services under the same terms, conditions, and pricing already competitively established, ensuring both efficiency and compliance with applicable procurement requirements.

I. Pavement Condition Inventory

1. WGI will perform pavement data collection using a Pavemetrics Laser Crack Measurement System 4M (LCMS 4M) mounted on a vehicle. The Pavemetrics LCMS 4M System will capture pavement condition data for the entire lane width as the system travels.
2. Pavement data collection will include:
    a. Only named, public roads within the city limits of the City of Wilton Manors will be collected;
    b. For roads with two (2) travel lanes, one (1) travel lane will be collected; and
    c. For roads with four (4) or more travel lanes, two (2) travel lanes will be collected – the righthand lane in opposing directions.
3. Pavement data collection will not include:
    a. Portions of closed/inaccessible roadway due to construction, police, or other reason;
    b. Areas of intersections past crosswalks & stop bars;
    c. Centered, shared turn lanes;
    d. Turn lanes;
    e. Bike lanes; and
    f. Any non-asphalt pavement.
4. WGI will perform automated data processing to identify pavement distresses including cracking, rutting, potholes, and patching for the calculation of a Pavement Condition Index (PCI) value for 10 meter segments of roadway. Manual review of the roadway segments to filter out vegetation overgrowth, non-asphalt pavement, and typical extraneous objects is included.

5. WGI will spatially join the Pavement Condition Index (PCI) values to road centerlines using a Geographic Information System (GIS) program, computing the average PCI value for a given portion of road centerline.

II. Deliverables

1. GIS Vector Data containing road centerlines, split by city block, with metadata identifying the average PCI value for each portion of centerline. GIS Vector Data will be delivered in a common GIS filetype.
2. ESRI ArcGIS Dashboard to display said GIS Vector Data, with hosting provided by WGI for two years from the publication date of the dashboard.

III. Schedule

The duration and completion times of all tasks are summarized as follows:

- Pavement Data Collection: NTP + 45 days
- Data Extraction and clean-up: NTP + 75 days
- ArcGIS file production: NTP + 105 days
- Quality Control : NTP + 115 days
- Submittal to Client: NTP + 120 days

IV. Fee

We propose to perform the services described herein for a lump sum fee of Twenty-Seven Thousand Nine Hundred Twenty Dollars ($27,920.00).

A breakdown of the above proposed fee is provided under Appendix A.

We appreciate the opportunity and look forward to working together.

Best regards,

Ricardo Castro
Associate Vice-President
WGI, Inc.

APPENDIX A
STAFFHOUR SUMMARY

WGI Project Name/Number: Wilton Manors Pavement Condition Inventory
Date: February 18, 2026
Prepared by: Ricardo Castro

	Principal Surveyor	Senior Project Manager	Profesional Surveyor	Senior Survey Tech	Survey Tech	2 Man Field Crew	3 Man Field Crew	4 Man Field Crew	2 Man SUE Crew	3 Man SUE Crew	4 Man SUE Crew	5 Man SUE Crew	SUE Tech	Photogrammetrist	Laser Scan Crew	Hydrographic / Bathymetric Crew	Totals
	$ 250.00	$ 210.00	$ 160.00	$ 140.00	$ 120.00	$ 170.00	$ 220.00	$ 270.00	$ 180.00	$ 240.00	$ 290.00	$ 320.00	$ 125.00	$ 200.00	$ 250.00	$ 350.00	
Pavement Condition Inventory	**4**	**4**	**31**	**63**	**7**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**34**	**0**	**$ 27,920.00**
Scheduling / Admin / Project Setup	3			1													$ 890.00
Equipment Setup & Rewire Truck			1		7												$ 1,000.00
Test Run & Analysis			2	2											6		$ 2,100.00
Drive Routes with LCMS & LiDAR			2	3											28		$ 7,740.00
File Management	1			3													$ 670.00
Process Pavement Data			6	48													$ 7,680.00
Cost for 100KM in LCMS Software									$2,960.00								$ 2,960.00
Prepare GIS Data			16	4													$ 3,120.00
Prepare ArcGIS Dashboard			4	2													$ 920.00
Quality Control Efforts		4															$ 840.00
																	$ -
																	$ -
																Check	**$ 27,920.00**
																$ 27,920.00	
	$ 1,000.00	$ 840.00	$ 4,960.00	$ 8,820.00	$ 840.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,500.00		

APPENDIX B
LAKE WORTH AGREEMENT

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CONTINUING PROFESSIONAL SERVICES AGREEMENT
RFQ#23-300
(Surveying)

THIS CONTINUING PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on 3/28/2023, by and between the **City of Lake Worth Beach**, a Florida municipal corporation ("City") and **WGI, Inc.,** a corporation registered to do business in the State of Florida ("CONSULTANT").

RECITALS

WHEREAS, the City issued Request for Qualifications (No. 23-300) for civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, transportation and mobility planning, energy management and engineering services, construction management and project management and related professional services in accordance with the Consultants' Competitive Negotiations Act, section 287.055, Florida Statutes ("RFQ"); and

WHEREAS, the CONSULTANT submitted its qualifications in response to the RFQ; and

WHEREAS, the City desires to award the RFQ to the CONSULTANT based on CONSULTANT's qualifications and experience to provide Surveying services; and

WHEREAS, the CONSULTANT has significant experience in assisting municipal organizations in providing engineering services; and

WHEREAS, this Agreement may be funded, in whole or in part, by the Federal agencies, in which case, the CONSULTANT agrees that any services performed pursuant to the RFQ and this Agreement will comply with all applicable Federal law, Federal regulations, executive orders, FEMA policies, procedures, and directives and special clauses as provided for in **Exhibit "C"**; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the CONSULTANT to the City; and,

WHEREAS, the City finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the CONSULTANT agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement by reference and acknowledged as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. The City has awarded the CONSULTANT the non-exclusive right to provide the City with Surveying services ("services").

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that CONSULTANT will act hereunder as an independent contractor and none of the CONSULTANT's, officers, directors, employees, independent contractors, representatives or agents performing services for CONSULTANT pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and CONSULTANT is that of independent contractors, and

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neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

(a) Term. This non-exclusive Agreement shall become effective upon approval by the City Commission and execution by the City, and shall have an initial term of three (3) years with three (3) optional, one (1) year renewals. The City Manager is authorized to exercise the optional one (1) year renewals. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the City Commission. Notwithstanding the foregoing, this Agreement may be terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.

(b) Time for Completion. Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth by the City.

(c) Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, regulations, epidemic or pandemic. The CONSULTANT or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or City shall resume its performance as soon as is reasonably possible. Upon the CONSULTANT's request, the City shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT's failure to perform was without its or its sub-consultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

(d) Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

(e) Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

(f) Early Termination. If this Agreement is terminated before the completion of all services by either party, the CONSULTANT shall:

1. Stop services on the date and to the extent specified including without limitation services of any sub-consultants.

2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

3. Continue and complete all parts of the services that have not been terminated.

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(g) Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify CONSULTANT of such occurrence and either the City or CONSULTANT may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay CONSULTANT for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

(a) Fee Schedule. The fee schedule attached as **Exhibit "B"** shall remain firm for the first three (3) years of this Agreement. After the first three (3) years, the CONSUL TANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved an amendment signed by the City Manager. The fee schedule shall be the basis for all fees proposed by the CONSUL TANT and in any approved task order.

(b) Task Order(s). This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services identified herein. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the CONSULTANT's currently hourly fee set forth in the CONSULTANT's proposal and attached hereto as **Exhibit "B"**. If a sub-consultant(s) is to be utilized for services under a task order, the CONSULTANT shall obtain a written proposal from the sub-consultant(s) and attach the same with to the CONSULTANT's proposal submitted to the City. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the City Manager (if within her purchasing authority of $50,000 or less) or the City Commission. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City or upon the CONSULTANT's receipt of a fully executed task order for the services. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

(c) Invoices. Unless otherwise agreed in an issued Task Order, the CONSULTANT shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will be paid within thirty (30) days following the City's receipt of the CONSULTANT's invoice.

(d) Reimbursable Expenses. The CONSUL TANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for

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travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

(e) Direct Project Expenses. Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.

(f) Additional Services. If the City seeks to utilize the CONSULTANT for any additional services related to the services identified herein, the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of an Amendment prior to said services being provided.

(g) Status Report. The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format may be provided by City or CONSULTANT for each approved task order).

(h) Fiscal Non-funding. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the CONSULTANT of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the City. The CONSULTANT will be paid for all services rendered through the date of termination.

SECTION 6: TERMS OF PERFROMANCE

(a) Starting Work. The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City or upon the CONSULTANT's receipt of an approved Task Order for the services.

(b) Ownership of Documents. The drawings, specifications, calculations, supporting documents, or other work products which are prepared for the City by the CONSULTANT under this Agreement, a City issued Task Order, or amendments thereto ("Work Product"), shall be and shall become the property of the City upon delivery or completion by the CONSULTANT or receipt of payment from the City for the same. The CONSULTANT may keep copies or samples thereof and shall have the right to use such Work Product. The City accepts sole responsibility for its reuse of any Work Product in a manner other than as initially intended, or for any use of incomplete Work Product unless prior written approval is obtained from the CONSULTANT.

(c) Accounting Records. The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

(d) Approval of Changes. The City, through the City Manager must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

DocuSign Envelope ID: 3227EC86-2028-40D0-B469-50D76551FC0F

(e) Authorized Representative. Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or designee.

(f) Design/Construction Phase Services. Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

(g) Personnel. The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

(h) Conflict of Interest. The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

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(i) News Releases / Publicity. The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the services hereunder without prior written City approval.

SECTION 8: CITY'S RESPONSIBILITIES

(a) Service of Others. The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the Project.

(b) Examine Work of the Consultant. Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

SECTION 9: SUSPENSION BY CITY FOR CONVENIENCE. The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

SECTION 10: INDEMNIFICATION. The CONSULTANT shall indemnify and hold harmless the City, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the CONSULTANT, its officers, directors, employees, representatives, and agents employed or utilized by the CONSULTANT in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the CONSULTANT, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 11: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 12: SUB-CONSULTANTS. The City reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and approve all qualifications of any subconsultant in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement. All subconsultants providing professional services to the CONSULTANT under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement for the CONSULTANT. In the event that a subconsultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the CONSULTANT shall indemnify and hold harmless the City for any claim in excess of the subconsultant's insurance coverage, arising out of the negligent acts, errors or omissions of the subconsultant. Nothing contained herein shall create any contractual relationship between any subconsultant and the City.

DocuSign Envelope ID: 3227EC86-2028-40D0-B469-50D76551FC0F

SECTION 13: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The CONSULTANT is not authorized to use the City's Tax Exemption Number.

SECTION 14: INSURANCE. Prior to commencing any services, the CONSULTANT shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the CONSULTANT. All such insurance policies may not be modified or terminated without the express written authorization of the City.

Type of Coverage	**Amount of Coverage**
Professional liability/ Errors and Omissions	$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent CONSULTANT, personal injury)	$1, 000,000 per occurrence $2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$ 1,000,000 single limits
Worker's Compensation	$ statutory limits

The commercial general liability and automobile policies will name the City as an additional insured on primary, non-contributory basis and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve CONSULTANT of its liability and obligations under this Agreement.

Additional Insured status shall be provided pursuant and subject to ISO Form CG 20 10 12 19 (ongoing operations) and, if applicable, CG 20 37 12 19 (completed operations), or equivalent forms for coverages other than Commercial General Liability, to the extent that the loss or claim in question is caused by the CONSULTANT's negligence in its operations in and during the performance of the services, and to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by CONSULTANT under this Agreement, it being the express intent and understanding of the Parties that, up to specified limits, additional insured status is provided hereunder as a support to performance of CONSULTANT's expressly assumed, covered indemnity obligations hereunder.

SECTION 15: SUCCESSORS AND ASSIGNS. The City and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 16: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Venue for any and all legal action necessary to enforce the Agreement or disputes arising out of the Agreement will be held exclusively in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given

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hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 17: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 18: NONDISCRIMINATION. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 19: AUTHORITY TO PRACTICE. The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 20: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 21: PUBLIC ENTITY CRIMES. CONSULTANT acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or subcontractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The CONSULTANT will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 22: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth Beach
Attn: City Manager
7 N. Dixie Highway
Lake Worth Beach, FL 33460

and if sent to the CONSULTANT, shall be sent to:

WGI, Inc.
Attn: Brett Oldford, Vice-President
2035 Vista Parkway
West Palm Beach, Fl 33411

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

DocuSign Envelope ID: 3227EC86-2028-40D0-B469-50D76551FC0F

SECTION 23: ENTIRETY OF AGREEMENT AND CONTROLLING PROVISIONS. This Agreement consists of the terms and conditions set forth in this Agreement (inclusive of all exhibits hereto) and any City issued Task Orders. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement (inclusive of all exhibits hereto) and a City issued Task Order, the terms and conditions of this Agreement shall prevail with the City issued Task Order next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 24: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 25: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 26: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event CONSULTANT fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the CONSULTANT to terminate for cause.

SECTION 27: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Agreement is executed by the City.

SECTION 28: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 29: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 30: COUNTERPARTS. This Agreement may be executed in one or more counterparts electronically or digitally, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 31: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the CONSULTANT, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the CONSULTANT for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

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SECTION 33: PUBLIC RECORDS. The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the City.

(d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, **OR 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 35: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

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SECTION 36: NO THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

SECTION 37: SCRUTINIZED COMPANIES.

(a) The CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the CONSULTANT or any of its subconsultants are found to have submitted a false certification; or if the CONSULTANT or any of its subconsultants, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

(b) If this Agreement is for one million dollars or more, the CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the CONSULTANT or any of its subconsultants are found to have submitted a false certification; or if the CONSULTANT or any of its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

(c) The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) The CONSULTANT agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

(e) The CONSULTANT agrees that if it or any of its subconsultants' status changes in regards to any certification herein, the CONSULTANT shall immediately notify the City of the same.

(f) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above stated contracting prohibitions then they shall become inoperative.

SECTION 38: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONSULTANT shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subconsultants (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subconsultants' newly hired employees;

(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subconsultant does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

(c) Maintain copies of all subconsultant affidavits for the duration of this Agreement and provide the same to the City upon request;

(d) Comply fully, and ensure all subconsultant comply fully, with Section 448.095, Florida Statutes;

(e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited) shall be grounds for termination of this Agreement; and,

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(f) Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statues, the CONSULTANT may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Continuing Professional Services Agreement for Surveying Services as of the day and year set forth above.

ATTEST:

By: Melissa Ann Coyne, CMC
Melissa Ann Coyne, City Clerk

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: Yannick Ngendahayo
Yannick Ngendahayo, Financial Services Director

[Corporate Seal]

CONSULTANT:

WGI, INC.

By: _____
BRETT OLDFORD

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 1st day of March, 2023, by **WGI, Inc.** a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

_____
Notary Public Signature

Notary Seal:

CYNDY LITTLE
Notary Public
State of Florida
Comm# HH224313
Expires 3/31/2026

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EXHIBIT "A"
(Sample Task Order)

Note: Task Order Number will be issued by the City, leave the line number empty.

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TASK ORDER No.____

CONTINUING PROFESSIONAL SERVICES
(Surveying)

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES ("Task Order") is made on the day of _____, between the **City of Lake Worth Beach**, a Florida municipal corporation ("City") and **WGI, Inc.** a State of Florida, CORPORATION ("CONSULTANT").

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT's Proposal, dated _____ and services are generally described as: _____ (the "Project").

2.0 Scope

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach _____with Surveying consulting services for the Project as specified in the **CONSULTANT's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of _____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is _____, phone (_____; email: _____; and, the Project Manager for the City is _____, phone:_____; email:_____.

6.0 Progress Meetings

The CONSULTANT shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Surveying) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated _____ ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. _____ as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: **WGI, INC.**

By: **DO NOT SIGN – SAMPLE ONLY**

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____, 2023, by **WGI, Inc.,** a Florida Corporation, who is personally known to me or who has produced_____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

_____
Notary Public Signature

Notary Seal:

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Exhibit "B"

Consultant's Rate Schedule

City of Lake Worth Beach – RFQ #23-300 CCNA – Survey
February 26, 2023
Page 1 of 1

WGI Rates – RFQ #23-300 CCNA

ENGINEERING SERVICES	Hourly Rate
Executive Engineer	$345.00
Chief Engineer	$335.00
Principal Engineer	$300.00
Senior Project Manager	$280.00
Project Manager	$215.00
Senior Engineer 2	$255.00
Senior Engineer 1	$225.00
Engineer 2	$205.00
Engineer 1	$175.00
Senior Engineer Intern	$150.00
Engineer Intern	$135.00
Chief Utility Coordinator	$260.00
Senior Utility Coordinator	$200.00
Utility Coordinator	$160.00
Chief Designer	$190.00
Senior Designer	$160.00
Designer	$125.00
Field Engineer	$195.00
Field Inspector	$145.00
SURVEYING SERVICES	
Chief Surveyor	$300.00
Principal Surveyor	$250.00
Senior Project Manager	$210.00
Project Manager	$185.00
Senior professional Surveyor	$170.00
Professional Surveyor	$160.00
Certified Photogrammetrist	$190.00
Senior Survey Technician	$140.00
Survey Technician	$120.00
SUE Technician	$120.00
Field Technician	$90.00
1 Person Field Survey Crew	$120.00
2 Person Field Survey Crew	$150.00
3 Person Field Survey Crew	$190.00
4 Person Field Survey Crew	$250.00
2 Person SUE Crew	$160.00
3 Person SUE Crew	$220.00
4 Person SUE Crew	$260.00
5 Person SUE Crew	$300.00
Laser Scan Crew	$250.00
Hydrographic/Bathymetric Crew	$325.00

PLANNING SERVICES	Hourly Rate
Executive Planner	$300.00
Chief Planner	$240.00
Principal Planner	$210.00
Senior Project Manager	$200.00
Project Manager	$175.00
Senior Planner	$150.00
Planner	$115.00
LANDSCAPE ARCHITECTURE SERVICES	
Principal Landscape Architect	$250.00
Senior Project Manager	$200.00
Project Manager	$175.00
Senior Landscape Architect	$210.00
Landscape Architect	$175.00
Senior Designer	$150.00
Designer	$115.00
Entry Level Designer	$100.00
ENVIRONMENTAL SERVICES	
Executive Environmental Scientist	$250.00
Principal Environmental Scientist	$225.00
Senior Project Manager	$200.00
Project Manager	$170.00
Senior Environmental Scientist	$200.00
Environmental Scientist	$135.00
Environmental Technician	$100.00
ARCHITECTURAL SERVICES	
Principal Architect	$255.00
Senior Project Manager	$225.00
Project Manager	$185.00
Senior Architect	$220.00
Project Architect	$175.00
Architect	$150.00
Senior Graduate Architect	$130.00
Graduate Architect	$115.00
OTHER PROFESSIONAL SERVICES	
Expert Witness	$425.00
GIS Technician	$115.00
Administrative Assistant	$100.00
Intern	$80.00
REIMBURSABLE EXPENSES	
Copies, Black & White (each)	$0.30
Copies, Color (each)	$1.00
Plots, Black & White (each)	$2.00
Plots, Color (each)	$15.00
Mylars (each)	$70.00
Foam Core Presentation Boards (each	$7.50

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Exhibit "C"

Federal Contract Provisions

The Consultant hereby agrees that the following terms, at a minimum, will be incorporated into any subsequent contract resulting from this RFQ, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

Equal Employment Opportunity. During the performance of the resulting contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of

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September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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(4) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Consultant agrees to report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by DOJ.

Federal Water Pollution Control Act

(1) The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The Consultant agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by DOJ.

Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.

Consultants who apply or bid for an award of $100,000 or more shall file the required certification as laid out in Exhibit J. Each tier certifies to the tier above that it will not and has not used Federal appropriated

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funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered materials.

(i) In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(iii) The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Access to Records.

(1) The Consultant agrees to provide the State of Florida, the CITY, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags.

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific DOJ pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

By signing this agreement, the Consultant acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Consultant will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps

If the Consultant intends to subcontract any portion of the work covered by this Contract, the Consultant must take all necessary affirmative steps to assure that small and minority businesses, women's business

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enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:
(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic preferences for procurements.
(1) As appropriate and to the extent consistent with law, the Consultant should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
(2) For purposes of this section:
(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
Prohibition on certain telecommunications and video surveillance services or equipment.
(1) The Consultant is prohibited from obligating or expending loan or grant funds to:
(a) Procure or obtain;
(b) Extend or renew a contract to procure or obtain; or
(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the City shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

DocuSign Envelope ID: 3227EC86-2028-40D0-B469-50D76551FC0F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

This document is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Consultant is required to confirm that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

1) By signing this Certification, the Consultant, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.

2) The inability of a Consultant to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3) The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.

4) The prospective primary participant shall provide immediate written notice to the City if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.

7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that

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the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Signature of Consultant's Authorized Official

Brett Oldford, CP - Civil Engineering

Name and Title of Consultant's Authorized Official

3-1-23

Date

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Consultant WGI, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official

Brett Oldford, VP - Civil Engineering
Name and Title of Consultant's Authorized Official

3-1-23
Date

February 16, 2026

Alan Dodd, PE
Director Emergency Management/Utilities Department
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305

RE: City of Wilton Manors – Pavement Condition Inventory

Good afternoon Alan,

I am pleased to submit our proposal to the City of Wilton Manors to perform a comprehensive Pavement Condition Survey utilizing industry-standard assessment methodologies. This proposal is being offered through a cooperative purchasing mechanism, as permitted under Florida procurement law, by **piggy-backing on an existing contract previously awarded by the City of Lake Worth Beach**. By leveraging this pre-procured contract vehicle, the City of Wilton Manors can expediently access our services under the same terms, conditions, and pricing already competitively established, ensuring both efficiency and compliance with applicable procurement requirements.

I. Pavement Condition Inventory

1. WGI will perform pavement data collection using a Pavemetrics Laser Crack Measurement System 4M (LCMS 4M) mounted on a vehicle. The Pavemetrics LCMS 4M System will capture pavement condition data for the entire lane width as the system travels.
2. Pavement data collection will include:
    a. Only named, public roads within the city limits of the City of Wilton Manors will be collected;
    b. For roads with two (2) travel lanes, one (1) travel lane will be collected; and
    c. For roads with four (4) or more travel lanes, two (2) travel lanes will be collected – the righthand lane in opposing directions.
3. Pavement data collection will not include:
    a. Portions of closed/inaccessible roadway due to construction, police, or other reason;
    b. Areas of intersections past crosswalks & stop bars;
    c. Centered, shared turn lanes;
    d. Turn lanes;
    e. Bike lanes; and
    f. Any non-asphalt pavement.
4. WGI will perform automated data processing to identify pavement distresses including cracking, rutting, potholes, and patching for the calculation of a Pavement Condition Index (PCI) value for 10 meter segments of roadway. Manual review of the roadway segments to filter out vegetation overgrowth, non-asphalt pavement, and typical extraneous objects is included.

5. WGI will spatially join the Pavement Condition Index (PCI) values to road centerlines using a Geographic Information System (GIS) program, computing the average PCI value for a given portion of road centerline.

II. Deliverables

1. GIS Vector Data containing road centerlines, split by city block, with metadata identifying the average PCI value for each portion of centerline. GIS Vector Data will be delivered in a common GIS filetype.
2. ESRI ArcGIS Dashboard to display said GIS Vector Data, with hosting provided by WGI for two years from the publication date of the dashboard.

III. Schedule

The duration and completion times of all tasks are summarized as follows:

- Pavement Data Collection: NTP + 45 days
- Data Extraction and clean-up: NTP + 75 days
- ArcGIS file production: NTP + 105 days
- Quality Control : NTP + 115 days
- Submittal to Client: NTP + 120 days

IV. Fee

We propose to perform the services described herein for a lump sum fee of Twenty-Seven Thousand Nine Hundred Twenty Dollars ($27,920.00).

A breakdown of the above proposed fee is provided under Appendix A.

We appreciate the opportunity and look forward to working together.

Best regards,

Ricardo Castro
Associate Vice-President
WGI, Inc.

APPENDIX A
STAFFHOUR SUMMARY

WGI Project Name/Number: Wilton Manors Pavement Condition Inventory
Date: February 18, 2026
Prepared by: Ricardo Castro

	Principal Surveyor	Senior Project Manager	Profesional Surveyor	Senior Survey Tech	Survey Tech	2 Man Field Crew	3 Man Field Crew	4 Man Field Crew	2 Man SUE Crew	3 Man SUE Crew	4 Man SUE Crew	5 Man SUE Crew	SUE Tech	Photogrammetrist	Laser Scan Crew	Hydrographic / Bathymetric Crew	Totals
	$ 250.00	$ 210.00	$ 160.00	$ 140.00	$ 120.00	$ 170.00	$ 220.00	$ 270.00	$ 180.00	$ 240.00	$ 290.00	$ 320.00	$ 125.00	$ 200.00	$ 250.00	$ 350.00	
Pavement Condition Inventory	**4**	**4**	**31**	**63**	**7**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**34**	**0**	**$ 27,920.00**
Scheduling / Admin / Project Setup	3			1													$ 890.00
Equipment Setup & Rewire Truck			1		7												$ 1,000.00
Test Run & Analysis			2	2											6		$ 2,100.00
Drive Routes with LCMS & LiDAR			2	3											28		$ 7,740.00
File Management	1			3													$ 670.00
Process Pavement Data			6	48													$ 7,680.00
Cost for 100KM in LCMS Software								$2,960.00									$ 2,960.00
Prepare GIS Data			16	4													$ 3,120.00
Prepare ArcGIS Dashboard			4	2													$ 920.00
Quality Control Efforts		4															$ 840.00
																	$ -
																	$ -
																Check	**$ 27,920.00**
																$ 27,920.00	
	$ 1,000.00	$ 840.00	$ 4,960.00	$ 8,820.00	$ 840.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,500.00		

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 28, 2026

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

(a) Subject: **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.

(b) City Manager Recommendation: Recommend Approval

(c) Report In Brief: Approval of Resolution No. 2026-024 authorizes the City to enter into an agreement with Chen Moore and Associates (CMA) in the amount of $104,175 to provide professional engineering services for the Wastewater System Evaluation Project, as required to comply with the Consent Final Judgment associated with FDEP Consent Order 20-1436

(d) Discussion:

The Final Judgment associated with Consent Order 20-1436 resolves an enforcement action initiated by the Florida Department of Environmental Protection (FDEP) regarding the City's wastewater collection system, including sanitary sewer overflows (SSOs) and reporting requirements. As part of the Final Judgment, the City is required to retain a professional engineer registered in the State of Florida to conduct a comprehensive evaluation of the wastewater collection and transmission system.

This evaluation must be completed and submitted to FDEP within 270 days of the effective date of the Final Judgment. Failure to complete this evaluation within the required timeframe may result in additional regulatory enforcement, including fines and mandated corrective actions.

The required evaluation includes, but is not limited to:

- Verification of daily and monthly wastewater flows conveyed through Master Lift Station No. 11 during calendar year 2025

- Assessment of the discharge capacity of the City's existing force main connections to the City of Fort Lauderdale system
- Evaluation of proposed improvements to Master Lift Station No. 11
- Identification and analysis of system alternatives to ensure adequate capacity and reduce the potential for future sanitary sewer overflows

If the evaluation determines that existing infrastructure is insufficient to convey peak flows, the City must also assess the feasibility of system improvements, including additional force main connections or other infrastructure modifications. The City will subsequently be required to select a preferred alternative and submit an implementation schedule to FDEP.

Chen Moore and Associates (CMA) has submitted a proposal to perform these required engineering services for a total fee of $104,175. CMA's scope includes data collection and evaluation, system capacity analysis, coordination with regulatory and partner agencies, and preparation of a final Wastewater System Evaluation Report.

Based on the results of this evaluation, CMA will prepare a separate scope of services for the design, permitting, and implementation of any required system improvements. These improvements will need to be completed on an expedited schedule to meet FDEP compliance deadlines.

(e) Strategic Plan Consistency:

(f) Concurrences:

(g) Fiscal Impact: $104,175.00, to be funded through the Wastewater Enterprise Fund. Additional costs for design and construction of any recommended improvements will be identified following completion of the evaluation.

(h) Alternatives:

(i) Attachments:
1. 2026-024 RESO Approving Seventh Amendment Chen Moore and Associates, Inc. (2020-09)
2. 260406 Wastewater System Evaluation - Scope of Services
3. 260417 CMA Continuing Contract (RFQ 2020-09) - Amendment 7 (Signed)
4. Requisition 26-0353

RESOLUTION NO. 2026-024

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.

WHEREAS, the City Commission of the City of Wilton Manors deems it in the best interests of the public 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, subject to the terms and conditions of the Original Agreement.

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

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

Section 2. The City Commission of the City of Wilton Manors hereby approves the terms and conditions of the Seventh Amendment to the Professional Engineering and Consulting Services Agreement with Chen Moore and Associates, Inc.; said Amendment having been submitted for consideration to the City Commission in written form.

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

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

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

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

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

CITY OF WILTON MANORS, FLORIDA

By:_____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH
GARCIA-BECKFORD, MMC
CITY CLERK

RECORD OF COMMISSION VOTE

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

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

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

chen moore and associates

April 6, 2026

City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305
ATTN: Alan Dodd

Subject: **Wastewater System Evaluation Project**
Scope of Services for Professional Services

Dear Mr. Dodd:

As requested, Chen Moore and Associates (CMA) have prepared this Scope of Services to provide professional engineering services on the Wastewater System Evaluation Project. In March 2025, FDEP filed suit against the City of Wilton Manors for issues related to the existing Consent Order 20-1436. Based on the negotiation process related to this case, FDEP has placed new compliance requirements on the City related to their wastewater collection and transmission system with defined timelines. FDEP is requiring the City to retain a professional engineer registered in the State of Florida for the purpose of conducting an evaluation of the City's wastewater collection and transmission system, which must be completed and submitted to FDEP within 270 days of the effective date of this judgment. This evaluation of the City's wastewater collection and transmission system shall include the following tasks:

- Confirm the daily total flows and monthly average daily flows delivered by the City's Master Lift Station #11 to the City of Fort Lauderdale's wastewater system throughout calendar year 2025.
- Evaluate whether the City's two existing force main connections to City of Fort Lauderdale's force main network along with the proposed improvements to Master Lift Station #11 will provide sufficient discharge capacity to handle highest peak daily flow recorded during calendar year 2025.
- If this evaluation reveals insufficient discharge capacity to handle highest peak daily flow recorded during calendar year 2025, conduct an assessment on the technical and economic feasibility of various system alternatives for containing and delivering all flows generated within the City's service area to a FDEP authorized domestic wastewater treatment and disposal facility. At a minimum, this assessment shall consider the potential construction of one or more new force main connection(s) to a FDEP authorized wastewater collection / transmission system, which are intended to either supplement and/or partially replace the existing force main connections from Master Lift Station #11 to the City of Fort Lauderdale's force main network. This assessment shall also consider various other potential modifications to the City's wastewater system to increase discharge capacity and to reduce the possibility of future sanitary sewer overflows (SSO). The total discharge capacity of these force main connection(s) shall exceed the City's highest peak daily flow recorded during calendar year 2025.
- Within 90 days of the completion of this assessment, the City shall notify the FDEP in writing as to which system alternative(s) will be implemented along with a projected schedule for completion of all required design, permitting, bidding, and construction phases. The final completion date for the selected system alternative(s) shall become operational no later than December 31, 2029 unless an alternative schedule submitted by the City is approved by FDEP.

CMA shall be responsible for providing the professional services necessary to assist the City with the compliance effort on a forthcoming judgement from FDEP according to the scope of services defined below.

SCOPE OF SERVICES

Task 1.1 Project Coordination Meetings

CMA shall attend up to 10 project coordination meetings with relevant staff from the City of Wilton Manors, the City of Fort Lauderdale, Broward County Water and Wastewater Services, FDEP, and any other relevant agencies throughout the duration of this project. The purpose of these project coordination meetings will be to gather all available information relevant to the existing wastewater systems. The project coordination meetings with City of Wilton Manors staff shall include but not be limited to a project kickoff meeting and a review meeting for the draft report. The project coordination meetings with the City of Fort Lauderdale and Broward County Water and Wastewater Services will be to confirm the feasibility of potential additional interconnections to their wastewater systems. As necessary, CMA shall be responsible for preparing all meeting documentation required for the attendees and for recording any minutes for these project coordination meetings. CMA shall also conduct weekly internal project coordination meetings with the project team throughout the duration of this project to monitor the work progress, to review the work quality, and to ensure the project schedule and budget requirements are met. CMA shall complete this task throughout the duration of the project. The fees for this task will be paid on a lump sum basis.

Task 1.2 Data Collection and Evaluation

CMA will compile, review, and evaluate all available information, documentation, and data related to the existing wastewater systems from the City of Wilton Manors, the City of Fort Lauderdale, Broward County Water and Wastewater Services, FDEP, other utility providers, regulatory agencies, and other professional consultants, which includes but is not limited to:

- GIS atlas data for the existing wastewater collection and transmission systems within the service areas for City of Wilton Manors, City of Fort Lauderdale, and Broward County Water and Wastewater Services
- Available flow data near potential points of connections to the service areas for City of Fort Lauderdale and Broward County Water and Wastewater Services
- Available pressure data near potential points of connections to the service areas for City of Fort Lauderdale and Broward County Water and Wastewater Services
- FDEP permit documentation on available capacity allocations for City of Fort Lauderdale's GT Lohmeyer WWTP and Broward County Water and Wastewater North Regional WWTP
- Recorded flow measurements for each City of Wilton Manors lift station with an active flow meter from January 2025 through the most recent month
- Recorded pump run time measurements for each City of Wilton Manors lift station from January 2025 through the most recent month
- Recorded pressure measurements for each City of Wilton Manors lift station with an active pressure meter from January 2025 through the most recent month
- Recorded water consumption measurements within each City of Wilton Manors lift station service area from January 2025 through the most recent month
- Status update on the current progress of gravity main lining by the City of Wilton Manors, which has been on-going to address I&I issues
- Status update on any progress with modifying the current large user agreement with the City of Fort Lauderdale for wastewater
- Locations of all recorded sanitary sewer overflows (SSO) within the City of Wilton Manors limits
- 2020 City of Wilton Manors Utility Master Plan Report
- Any hydraulic model files from 2020 Utility Master Plan Report

The City will assist with compiling any City documentation and data on the City's existing wastewater system that is not readily attainable by CMA. As needed, CMA will specifically request this documentation and data from the City. CMA will be responsible for requesting and compiling any documentation and data from external agencies, including the City of Fort Lauderdale and Broward County Water and Wastewater Services. CMA will likely need assistance from the City staff in requesting the relevant information and documentation from the City of Fort Lauderdale and Broward County Water and Wastewater Services. The fees for this task will be paid on a lump sum basis.

Task 1.3 Evaluation of Wastewater System Capacity

CMA shall use the information, documentation, and data related to the existing wastewater systems collected from the City of Wilton Manors, the City of Fort Lauderdale, Broward County Water and Wastewater Services, other utility providers, regulatory agencies, and other professional consultants to conduct this evaluation on the current discharge capacity from City's wastewater system and potential system improvement alternatives to improve the discharge capacity from City's wastewater system, which include the following tasks:

- Evaluate the current discharge capacity of Master Lift Station #11 under existing conditions.
- Evaluate the current discharge capacity of the two existing force main connections to City of Fort Lauderdale wastewater system under existing conditions.
- Evaluate the current transmission capacity of the City's existing main gravity trunkline that flows along NE 26th Street into Master Lift Station #11, which has had recent SSOs.
- Evaluate potential discharge capacity under system improvement alternatives to Master Lift Station #11, which is intended to increase the pumping capacity required to overcome the elevated pressures within the City of Fort Lauderdale force main network and reduce the possibility of future SSOs.
- Evaluate potential discharge capacity under system improvement alternatives to the existing northern force main connection to City of Fort Lauderdale wastewater system, which is intended to increase the transmission capacity required to overcome the elevated pressures within the City of Fort Lauderdale force main network.
- Evaluate the potential transmission capacity of an upsized main gravity trunkline that flows along NE 26th Street into Master Lift Station #11, which would reduce the possibility of future SSOs in this area.
- Evaluate the potential transmission capacity of a new force main routed along NE 26th Street directly from Lift Station #3, Lift Station #5, and Lift Station #6 into the City's main gravity trunkline closer to Master Lift Station #11, which would divert some sanitary flow away from City's main gravity trunkline and reduce the possibility of future SSOs in this area.
- Evaluate the potential transmission capacity of a new force main routed along NE 26th Street directly from Lift Station #3, Lift Station #5, and Lift Station #6 into a new repump lift station along NE 26th Street, which would divert some sanitary flow away from City's main gravity trunkline and reduce the possibility of future SSOs in this area.
- Evaluate a potential new force main connection to the Broward County Water and Wastewater Services District 1 service area, which would divert some sanitary flow away from Master Lift Station #11 to provide more operational flexibility.
- Evaluate a potential additional force main connection to the City of Fort Lauderdale service area near Repump Station A, which would divert some sanitary flow away from Master Lift Station #11 to provide more operational flexibility.

The fees for this task will be paid on a lump sum basis.

Task 1.4 Report Preparation

Based on the evaluation of the wastewater system capacity, CMA shall prepare the Wastewater Evaluation Report, which addresses the requirements of the FDEP judgement related to existing Consent Order 20-1436. The

Wastewater Evaluation Report will address and/or include the following items:

- Current transmission capacity of key components within the City's wastewater system
- Current discharge capacity from the City's wastewater system
- Current constraints on existing transmission and discharge capacity on the City's wastewater system
- Summary of the potential system improvement alternatives to the City's wastewater system
- Any flow and pressure limitations on these potential system improvement alternatives
- Any constructability considerations for these potential system improvement alternatives
- Conceptual map exhibits for each potential system improvement alternative
- Preliminary construction cost estimates for each potential system improvement
- Estimated discharge capacity from the City's wastewater system under each system improvement alternative
- Recommendation on the most effective system improvement alternative

CMA shall submit a draft Wastewater Evaluation Report to the City for review and a final Wastewater Evaluation Report that addresses any review feedback from the City prior to submittal to FDEP. CMA will prepare a separate scope to design and permit the recommended improvements to the City's existing wastewater system. The fees for this task will be paid on a lump sum basis.

SCOPE ASSUMPTIONS

- City will provide recorded flow measurements for each City lift station with an active flow meter from January 2025 through the most recent month. City will provide recorded flow measurements at Master Lift Station #11 from both flow meters, which are maintained by the City of Wilton Manors and the City of Fort Lauderdale respectively.
- City will provide recorded pump run time measurements for each City lift station from January 2025 through the most recent month.
- City will provide recorded pressure measurements for each City lift station with an active pressure meter from January 2025 through the most recent month.
- City will provide recorded water consumption measurements within each City lift station service area from January 2025 through the most recent month.
- City will provide a status update on the current progress of gravity main lining, which has been on-going to address I&I issues.
- City will provide a status update on any progress with modifying the current large user agreement with the City of Fort Lauderdale for wastewater.
- City will provide the locations of all recorded sanitary sewer overflows (SSO) within the City limits.
- If available, City will provide the hydraulic modeling files related to the wastewater system from the 2020 Utility Master Plan.
- As needed, City staff will assist CMA with any information requests from the City of Fort Lauderdale, Broward County Water and Wastewater Services, and any other agencies.
- As needed, City staff will be available to attend any coordination meetings with utilities staff from the City of Fort Lauderdale, Broward County Water and Wastewater Services, and others.

DELIVERABLES

CMA will provide the draft versions and final versions of the Wastewater System Evaluation Report in the following formats:

- 2 hard copies at each submittal
- 1 digital copy (PDF format) at each submittal

DELIVERABLE SCHEDULE

According to FDEP requirements, all work must be completed within 270 days from the effective date of the FDEP judgement. CMA shall start work immediately upon receipt of Notice to Proceed (NTP) from the City, which is expected to be issued upon the effective date of the FDEP judgement. The estimated project schedule from the NTP issuance by the City listed within the table below.

Deliverable	Duration
Draft Wastewater System Evaluation Report	24 weeks
Final Wastewater System Evaluation Report	8 weeks

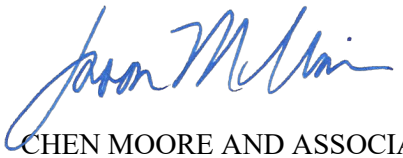
PROJECT FEES

CMA has prepared this proposal for the professional services necessary to accomplish this scope of services on this project. The total fees for this project are **$104,175**. The fees for each task on this project are summarized within the table below:

Task	Task Description	Lump Sum Fees
1.1	Project Coordination Meetings	$9,150
1.2	Data Collection and Evaluation	$9,950
1.3	Evaluation of Wastewater System Capacity	$52,825
1.4	Report Preparation	$32,250
	Totals:	**$104,175**

Based on the results of this wastewater system evaluation, CMA will prepare a separate scope to design and permit the recommended improvements to the City's existing wastewater system, which will need to be implemented on an expedited schedule that meets the requirements of the FDEP Consent Order. Should you have any questions, please do not hesitate to contact me at my office at (954) 730-0707 – Extension 1003 or on my cell phone at (954) 818-9550 or send me an electronic message at **jmcclair@chenmoore.com**.

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
Jason McClair, PE, CFM, LEED AP
Principal Engineer

SEVENTH AMENDMENT TO PROFESSIONAL ENGINEERING AND CONSULTANT SERVICES CONTINUING AGREEMENT

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

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

and

CHEN MOORE AND ASSOCIATES, INC., a Florida corporation, hereinafter referred to as "CONSULTANT."

WHEREAS, on or about January 26, 2021, the CITY entered into a continuing agreement with CONSULTANT for professional engineering and consultant services (the "Original Agreement"); and

WHEREAS, on or about April 12, 2022, the CITY entered into a First Amendment to the Original Agreement with CONSULTANT; and

WHEREAS, on or about April 26, 2022, the CITY entered into a Second Amendment to the Original Agreement with CONSULTANT; and

WHEREAS, on or about December 13, 2022, the CITY entered into a Third Amendment to the Original Agreement with CONSULTANT; and

WHEREAS, on or about July 9, 2024, the CITY entered into a Fourth Amendment to the Original Agreement with CONSULTANT; and

WHEREAS, on or about August 27, 2024, the CITY entered into a Fifth Amendment to the Original Agreement with CONSULTANT; and

WHEREAS, on or about September 24, 2024, the CITY entered into a Sixth Amendment to the Original Agreement with CONSULTANT; and

WHEREAS, CITY and CONSULTANT now desire to amend the Original Agreement, to authorize CONSULTANT to provide professional engineering and consultant services, 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 CITY and CONSULTANT agree to amend the Original Agreement as follows:

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

2. **CONSULTANT:** The CONSULTANT shall perform the services set forth on **"Exhibit A"** ("Services") attached hereto in the total amount not to exceed ONE HUNDRED FOUR THOUSAND, ONE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($104,175.00). If authorized by the CITY, additional services will be billed hourly.

3. **SCRUTINIZED COMPANIES**: CONSULTANT, its principals or owners, certify that they do not Participate in a boycott of Israel, are not listed on the Scrutinized Companies or Other Entities that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or are engaged in business operations with Cuba or Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

    a. $100,000.00 or more if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

    b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

        i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to §215.473, Florida Statutes; or

        ii. Is engaged in business operations in Cuba or Syria.

4. **ORIGINAL AGREEMENT:** All of the terms and conditions of the Original Agreement, as amended from time to time, shall be binding and remain in full force and effect except as expressly amended hereinabove. To the extent of any conflict between the Original Agreement and this Amendment, the terms of the Original Agreement shall control.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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

CITY OF WILTON MANORS

ATTEST:

BY: _____
Scott Newton, Mayor

BY: _____
Elizabeth Garcia-Beckford, MMC
City Clerk

Approved as to form:

BY: /s/ *Kerry L. Ezrol*
Kerry L. Ezrol, Esq.
City Attorney

WITNESSES:

_____
Jason McClair
Print Name

_____
Mariah Green
Print Name

CONSULTANT:
CHEN MOORE AND ASSOCIATES, INC., a Florida corporation

By: _____
Peter Moore, President

STATE OF BROWARD)
COUNTY OF FLORIDA)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 17th day of April, 2026 by Peter Moore, as President of CHEN MOORE AND ASSOCIATES, INC., a Florida corporation, ☑ who is personally known to me or ☐ has produced _____ as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this 17th day of APRIL, 2026.

(SEAL)

JOEL RAMOS
Notary Public - State of Florida
Commission # HH 526189
My Comm. Expires May 12, 2028
Bonded through National Notary Assn.

_____
NOTARY PUBLIC

4912-1614-1985, v. 1

EXHIBIT "A"

chen moore and associates

April 6, 2026

City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305
ATTN: Alan Dodd

Subject: **Wastewater System Evaluation Project**
Scope of Services for Professional Services

Dear Mr. Dodd:

As requested, Chen Moore and Associates (CMA) have prepared this Scope of Services to provide professional engineering services on the Wastewater System Evaluation Project. In March 2025, FDEP filed suit against the City of Wilton Manors for issues related to the existing Consent Order 20-1436. Based on the negotiation process related to this case, FDEP has placed new compliance requirements on the City related to their wastewater collection and transmission system with defined timelines. FDEP is requiring the City to retain a professional engineer registered in the State of Florida for the purpose of conducting an evaluation of the City's wastewater collection and transmission system, which must be completed and submitted to FDEP within 270 days of the effective date of this judgment. This evaluation of the City's wastewater collection and transmission system shall include the following tasks:

- Confirm the daily total flows and monthly average daily flows delivered by the City's Master Lift Station #11 to the City of Fort Lauderdale's wastewater system throughout calendar year 2025.
- Evaluate whether the City's two existing force main connections to City of Fort Lauderdale's force main network along with the proposed improvements to Master Lift Station #11 will provide sufficient discharge capacity to handle highest peak daily flow recorded during calendar year 2025.
- If this evaluation reveals insufficient discharge capacity to handle highest peak daily flow recorded during calendar year 2025, conduct an assessment on the technical and economic feasibility of various system alternatives for containing and delivering all flows generated within the City's service area to a FDEP authorized domestic wastewater treatment and disposal facility. At a minimum, this assessment shall consider the potential construction of one or more new force main connection(s) to a FDEP authorized wastewater collection / transmission system, which are intended to either supplement and/or partially replace the existing force main connections from Master Lift Station #11 to the City of Fort Lauderdale's force main network. This assessment shall also consider various other potential modifications to the City's wastewater system to increase discharge capacity and to reduce the possibility of future sanitary sewer overflows (SSO). The total discharge capacity of these force main connection(s) shall exceed the City's highest peak daily flow recorded during calendar year 2025.
- Within 90 days of the completion of this assessment, the City shall notify the FDEP in writing as to which system alternative(s) will be implemented along with a projected schedule for completion of all required design, permitting, bidding, and construction phases. The final completion date for the selected system alternative(s) shall become operational no later than December 31, 2029 unless an alternative schedule submitted by the City is approved by FDEP.

CMA shall be responsible for providing the professional services necessary to assist the City with the compliance effort on a forthcoming judgement from FDEP according to the scope of services defined below.

SCOPE OF SERVICES

Task 1.1 Project Coordination Meetings

CMA shall attend up to 10 project coordination meetings with relevant staff from the City of Wilton Manors, the City of Fort Lauderdale, Broward County Water and Wastewater Services, FDEP, and any other relevant agencies throughout the duration of this project. The purpose of these project coordination meetings will be to gather all available information relevant to the existing wastewater systems. The project coordination meetings with City of Wilton Manors staff shall include but not be limited to a project kickoff meeting and a review meeting for the draft report. The project coordination meetings with the City of Fort Lauderdale and Broward County Water and Wastewater Services will be to confirm the feasibility of potential additional interconnections to their wastewater systems. As necessary, CMA shall be responsible for preparing all meeting documentation required for the attendees and for recording any minutes for these project coordination meetings. CMA shall also conduct weekly internal project coordination meetings with the project team throughout the duration of this project to monitor the work progress, to review the work quality, and to ensure the project schedule and budget requirements are met. CMA shall complete this task throughout the duration of the project. The fees for this task will be paid on a lump sum basis.

Task 1.2 Data Collection and Evaluation

CMA will compile, review, and evaluate all available information, documentation, and data related to the existing wastewater systems from the City of Wilton Manors, the City of Fort Lauderdale, Broward County Water and Wastewater Services, FDEP, other utility providers, regulatory agencies, and other professional consultants, which includes but is not limited to:

- GIS atlas data for the existing wastewater collection and transmission systems within the service areas for City of Wilton Manors, City of Fort Lauderdale, and Broward County Water and Wastewater Services
- Available flow data near potential points of connections to the service areas for City of Fort Lauderdale and Broward County Water and Wastewater Services
- Available pressure data near potential points of connections to the service areas for City of Fort Lauderdale and Broward County Water and Wastewater Services
- FDEP permit documentation on available capacity allocations for City of Fort Lauderdale's GT Lohmeyer WWTP and Broward County Water and Wastewater North Regional WWTP
- Recorded flow measurements for each City of Wilton Manors lift station with an active flow meter from January 2025 through the most recent month
- Recorded pump run time measurements for each City of Wilton Manors lift station from January 2025 through the most recent month
- Recorded pressure measurements for each City of Wilton Manors lift station with an active pressure meter from January 2025 through the most recent month
- Recorded water consumption measurements within each City of Wilton Manors lift station service area from January 2025 through the most recent month
- Status update on the current progress of gravity main lining by the City of Wilton Manors, which has been on-going to address I&I issues
- Status update on any progress with modifying the current large user agreement with the City of Fort Lauderdale for wastewater
- Locations of all recorded sanitary sewer overflows (SSO) within the City of Wilton Manors limits
- 2020 City of Wilton Manors Utility Master Plan Report
- Any hydraulic model files from 2020 Utility Master Plan Report

The City will assist with compiling any City documentation and data on the City's existing wastewater system that is not readily attainable by CMA. As needed, CMA will specifically request this documentation and data from the City. CMA will be responsible for requesting and compiling any documentation and data from external agencies, including the City of Fort Lauderdale and Broward County Water and Wastewater Services. CMA will likely need assistance from the City staff in requesting the relevant information and documentation from the City of Fort Lauderdale and Broward County Water and Wastewater Services. The fees for this task will be paid on a lump sum basis.

Task 1.3 Evaluation of Wastewater System Capacity

CMA shall use the information, documentation, and data related to the existing wastewater systems collected from the City of Wilton Manors, the City of Fort Lauderdale, Broward County Water and Wastewater Services, other utility providers, regulatory agencies, and other professional consultants to conduct this evaluation on the current discharge capacity from City's wastewater system and potential system improvement alternatives to improve the discharge capacity from City's wastewater system, which include the following tasks:

- Evaluate the current discharge capacity of Master Lift Station #11 under existing conditions.
- Evaluate the current discharge capacity of the two existing force main connections to City of Fort Lauderdale wastewater system under existing conditions.
- Evaluate the current transmission capacity of the City's existing main gravity trunkline that flows along NE 26th Street into Master Lift Station #11, which has had recent SSOs.
- Evaluate potential discharge capacity under system improvement alternatives to Master Lift Station #11, which is intended to increase the pumping capacity required to overcome the elevated pressures within the City of Fort Lauderdale force main network and reduce the possibility of future SSOs.
- Evaluate potential discharge capacity under system improvement alternatives to the existing northern force main connection to City of Fort Lauderdale wastewater system, which is intended to increase the transmission capacity required to overcome the elevated pressures within the City of Fort Lauderdale force main network.
- Evaluate the potential transmission capacity of an upsized main gravity trunkline that flows along NE 26th Street into Master Lift Station #11, which would reduce the possibility of future SSOs in this area.
- Evaluate the potential transmission capacity of a new force main routed along NE 26th Street directly from Lift Station #3, Lift Station #5, and Lift Station #6 into the City's main gravity trunkline closer to Master Lift Station #11, which would divert some sanitary flow away from City's main gravity trunkline and reduce the possibility of future SSOs in this area.
- Evaluate the potential transmission capacity of a new force main routed along NE 26th Street directly from Lift Station #3, Lift Station #5, and Lift Station #6 into a new repump lift station along NE 26th Street, which would divert some sanitary flow away from City's main gravity trunkline and reduce the possibility of future SSOs in this area.
- Evaluate a potential new force main connection to the Broward County Water and Wastewater Services District 1 service area, which would divert some sanitary flow away from Master Lift Station #11 to provide more operational flexibility.
- Evaluate a potential additional force main connection to the City of Fort Lauderdale service area near Repump Station A, which would divert some sanitary flow away from Master Lift Station #11 to provide more operational flexibility.

The fees for this task will be paid on a lump sum basis.

Task 1.4 Report Preparation

Based on the evaluation of the wastewater system capacity, CMA shall prepare the Wastewater Evaluation Report, which addresses the requirements of the FDEP judgement related to existing Consent Order 20-1436. The

Wastewater Evaluation Report will address and/or include the following items:

- Current transmission capacity of key components within the City's wastewater system
- Current discharge capacity from the City's wastewater system
- Current constraints on existing transmission and discharge capacity on the City's wastewater system
- Summary of the potential system improvement alternatives to the City's wastewater system
- Any flow and pressure limitations on these potential system improvement alternatives
- Any constructability considerations for these potential system improvement alternatives
- Conceptual map exhibits for each potential system improvement alternative
- Preliminary construction cost estimates for each potential system improvement
- Estimated discharge capacity from the City's wastewater system under each system improvement alternative
- Recommendation on the most effective system improvement alternative

CMA shall submit a draft Wastewater Evaluation Report to the City for review and a final Wastewater Evaluation Report that addresses any review feedback from the City prior to submittal to FDEP. CMA will prepare a separate scope to design and permit the recommended improvements to the City's existing wastewater system. The fees for this task will be paid on a lump sum basis.

SCOPE ASSUMPTIONS

- City will provide recorded flow measurements for each City lift station with an active flow meter from January 2025 through the most recent month. City will provide recorded flow measurements at Master Lift Station #11 from both flow meters, which are maintained by the City of Wilton Manors and the City of Fort Lauderdale respectively.
- City will provide recorded pump run time measurements for each City lift station from January 2025 through the most recent month.
- City will provide recorded pressure measurements for each City lift station with an active pressure meter from January 2025 through the most recent month.
- City will provide recorded water consumption measurements within each City lift station service area from January 2025 through the most recent month.
- City will provide a status update on the current progress of gravity main lining, which has been on-going to address I&I issues.
- City will provide a status update on any progress with modifying the current large user agreement with the City of Fort Lauderdale for wastewater.
- City will provide the locations of all recorded sanitary sewer overflows (SSO) within the City limits.
- If available, City will provide the hydraulic modeling files related to the wastewater system from the 2020 Utility Master Plan.
- As needed, City staff will assist CMA with any information requests from the City of Fort Lauderdale, Broward County Water and Wastewater Services, and any other agencies.
- As needed, City staff will be available to attend any coordination meetings with utilities staff from the City of Fort Lauderdale, Broward County Water and Wastewater Services, and others.

DELIVERABLES

CMA will provide the draft versions and final versions of the Wastewater System Evaluation Report in the following formats:

- 2 hard copies at each submittal
- 1 digital copy (PDF format) at each submittal

DELIVERABLE SCHEDULE

According to FDEP requirements, all work must be completed within 270 days from the effective date of the FDEP judgement. CMA shall start work immediately upon receipt of Notice to Proceed (NTP) from the City, which is expected to be issued upon the effective date of the FDEP judgement. The estimated project schedule from the NTP issuance by the City listed within the table below.

Deliverable	Duration
Draft Wastewater System Evaluation Report	24 weeks
Final Wastewater System Evaluation Report	8 weeks

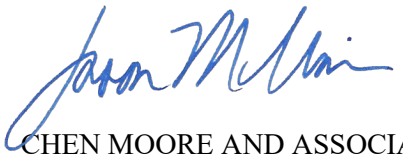
PROJECT FEES

CMA has prepared this proposal for the professional services necessary to accomplish this scope of services on this project. The total fees for this project are **$104,175**. The fees for each task on this project are summarized within the table below:

Task	Task Description	Lump Sum Fees
1.1	Project Coordination Meetings	$9,150
1.2	Data Collection and Evaluation	$9,950
1.3	Evaluation of Wastewater System Capacity	$52,825
1.4	Report Preparation	$32,250
	Totals:	**$104,175**

Based on the results of this wastewater system evaluation, CMA will prepare a separate scope to design and permit the recommended improvements to the City's existing wastewater system, which will need to be implemented on an expedited schedule that meets the requirements of the FDEP Consent Order. Should you have any questions, please do not hesitate to contact me at my office at (954) 730-0707 – Extension 1003 or on my cell phone at (954) 818-9550 or send me an electronic message at **jmcclair@chenmoore.com**.

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
Jason McClair, PE, CFM, LEED AP
Principal Engineer

Purchase Requisition

Purchase Requisition No 26-0353

Requested Date 04/08/2026
Required Date
Ordered By

Department 5332
SEWER OPERATIONS

Preferred Vendor 002764
CHEN MOORE & ASSOCIATES

Address 500 W CYPRESS CREEK RD
SUITE 600
Fort Lauderdale, FL 33309

Req. Description WASTEWATER SYSTEM EVALUATION PROJECT

Quantity	Units	Description	Unit Price	Amount
1	EACH	WASTEWATER SYSTEM EVALUATION 402-5332-5311.000 104,175.00	104,175.00	104,175.00
			Total:	104,175.00

Approved By _____ Date 4/14/26

Approved By _____ Date 4/14/26

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 28, 2026

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

(a) Subject: **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.

(b) City Manager Recommendation:

(c) Report In Brief:

Approval of Resolution 2026-029 will amend the FY 2025–26 budget to appropriate funds necessary for: continuation of the License Plate Reader program; fire station generator funding; capital improvements including Powerline crosswalk lighting; receipt and appropriation of a CDBG grant; WIFIA loan-related professional services; and a parking lot maintenance project. The amendment also includes a technical clarification to align a previously adopted budget item with its intended classification.

(d) Discussion:

The proposed budget amendment includes the following adjustments across multiple funds:

1) General Fund - An increase of $75,000 is appropriated for the License Plate Reader Program Year 2 payment, funded through appropriation of fund balance. This item includes a technical budgetary clarification to align the originally adopted budget with the intended program funding and classification. This adjustment does not change the scope or funding level of the program.

2) Fire Fund - A total of $126,300 is appropriated for the Fire Station Generator project, consisting of: $80,000 carryforward funding, and $46,300 in additional funding. The additional funding is required as the lowest responsive bid received through the recently issued Invitation to Bid exceeded the initial project budget. Funding is provided through appropriation of fund balance.

3) Capital Improvement Fund - A total of $94,496 is appropriated for the Powerline Crosswalk Lighting project, including: $77,996 funded through the CDBG 50th Year Grant, and $16,500 funded through appropriation of fund balance. The additional funding is required as the lowest responsive bid received through the recently issued Invitation to Bid exceeded the available grant funding. The supplemental appropriation ensures the project can proceed as planned.

4) Water, Sewer, and Stormwater Utility Funds - Appropriations totaling: $69,927 in the Water Utility Fund, $69,927 in the Sewer Utility Fund, and $44,927 in the Stormwater Fund, are provided for Water Infrastructure Finance and Innovation Act (WIFIA) loan servicing set-up fee and counsel and financial advisors as required under the WIFIA loan agreement ; and legal services for water and wastewater contract review. These costs are necessary to support the City's infrastructure financing strategy and are funded through available fund balance.

5) Parking Fund (Mobility and Transportation Fund) - An increase of $30,000 is appropriated for milling, paving, and striping improvements at NE 26 Street and NE 8 Avenue parking lot. Following an evaluation of the current condition of the parking lot, it was determined that milling and paving, in addition to striping, are necessary to bring the facility into acceptable operating standards. Funding is provided through appropriation of fund balance.

All amendments are detailed in Exhibit A.

(e) Strategic Plan Consistency: Goal C: Enhance Quality of Life and Liability; and Goal E: Exhibit Fiscal Responsibility.

(f) Concurrences:

(g) Fiscal Impact:

Approval of this resolution will increase appropriations across multiple funds in the total amount of $510,577, funded through a combination of grant revenues and available fund balance.

(h) Alternatives:

(i) Attachments: 1. 2026-026 RESO Amendment to FY26 Budget

RESOLUTION NO. 2026-026

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.

WHEREAS, Resolution No. 2025-068 appropriated funds based on an annual budget of estimated revenues and expenditures for the 2025-2026 Fiscal Year; and

WHEREAS, as of September 30, 2025 the available balance of Unassigned Fund Balance, Assigned Fund Balance or Net Position in all affected funds is expected to be in excess of the amounts required to fund the desired appropriations as shown in the attached Exhibit "A"; and

WHEREAS, the City Commission of the City of Wilton Manors finds that the additional appropriations of revenues and/or expenditures shown in the attached Exhibit "A" constitute a proper public purpose.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Fiscal Year 2025-26 Budget for the General Fund shall be increased by $75,000.00; the Fiscal Year 2025-26 Budget for the Fire Fund shall be increased by $126,300.00; the Fiscal Year 2025-26 Budget for the Capital Improvement Fund shall be increased by $94,496.00; the Fiscal Year 2025-26 Budget for the Utility – Water Fund shall be increased by $69,927.00; the Fiscal Year 2025-26 Budget for the Utility – Sewer Fund shall be increased by $69,927.00; the Fiscal Year 2025-26 Budget

for the Stormwater Fund shall be increased by $44,927.00; and the Fiscal Year 2025-26 Budget for the Parking Fund shall be increased by $30,000.00, all as shown in Exhibit "A".

Section 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4. 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 5. 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 APRIL, 2026.

CITY OF WILTON MANORS, FLORIDA

By:_____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH
GARCIA-BECKFORD, MMC
CITY CLERK

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

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

RECORD OF COMMISSION VOTE

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

Exhibit A

City of Wilton Manors
Amendments to the FY2025-26 Budget
Request for Additional Appropriations

	GL Number	Account Name	Description	Expenditures Increase (Decrease)	Revenues Increase (Decrease)	
	GENERAL FUND					
1	001-5222-5341.000	Contractual Services	License Plate Reader Program Year 2 Payment	75,000		1
2	001-0000-3890.901	Appropriation of Fund Balance	Appropriation of Fund Balance		75,000	2
3	**Fund Totals**			**75,000**	**75,000**	3
4						4
5	**FIRE FUND**					5
6	155-5225-5641.000	Capital Outlay	Fire Station Generator - Carryforward	80,000		6
7	**155-5225-5641.000**	Capital Outlay	Fire Station Generator - Additional Funding	46,300		7
8	155-0000-3890.901	Appropriation of Fund Balance	Appropriation of Fund Balance		126,300	8
9	**Fund Totals**			**126,300**	**126,300**	9
10						10
11	**CAPITAL IMPROVEMENT FUND**					11
12	300-5441-5641.000	Capital Outlay	CDBG 50th Grant - Powerline Crosswalk Lighting	77,996		12
13	300-5441-5641.000	Capital Outlay	Powerline Crosswalk Lighting Additional Funding	16,500		13
14	300-0000-3310.713	CDBG 50th Year Grant	CDBG 50th Year Grant		77,996	14
15	300-0000-3890.901	Appropriation of Fund Balance	Appropriation of Fund Balance		16,500	15
16	**Fund Totals**			**94,496**	**94,496**	16
17						17
18	**UTILITY - WATER FUND**					18
19	401-5333-5314.000	Legal Services-Other	Legal Services for Water and Wastewater Contract Review	25,000		19
20	401-5333-5311.000	Professional Fees	WIFIA Servicing Set-up Fee and Lender's Counsel & Financial Advisors	44,927		20
21	401-0000-3890.901	Appropriation of Fund Balance	Appropriation of Fund Balance		69,927	21
22	**Fund Totals**			**69,927**	**69,927**	22
23						23
24	**UTILITY - SEWER FUND**					24
25	402-5332-5314.000	Legal Services-Other	Legal Services for Water and Wastewater Contract Review	25,000		25
26	402-5332-5311.000	Professional Fees	WIFIA Servicing Set-up Fee and Lender's Counsel & Financial Advisors	44,927		26
27	402-0000-3890.901	Appropriation of Fund Balance	Appropriation of Fund Balance		69,927	27
28	**Fund Totals**			**69,927**	**69,927**	28
29						29
30	**STORMWATER FUND**					30
31	450-5336-5311.000	Professional Fees	WIFIA Servicing Set-up Fee and Lender's Counsel & Financial	44,927		31
32	450-0000-3890.901	Appropriation of Fund Balance	Appropriation of Fund Balance		44,927	32
33	**Fund Totals**			**44,927**	**44,927**	33
34						34
35	**PARKING FUND**					35
36	406-5450-5467.001	Grounds Maintenance	Milling, Paving and Striping NE 26 St/NE 8 Ave parking lot	30,000		36
37	406-0000-3890.901	Appropriation of Fund Balance	Appropriation of Fund Balance		30,000	37
38	**Fund Totals**			**30,000**	**30,000**	38
39	**GRAND TOTALS**			**$ 510,577**	**$ 510,577**	39

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 14, 2026

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

(a) Subject: Request for the Commission to release a code enforcement lien attached to the real property located at 2500 Wilton Drive, Wilton Manors, Florida 33305, associated with Code Case No. 23-001854, pursuant to legal review and recommendation.

(b) City Manager Recommendation:

(c) Report In Brief: Staff initially reviewed this matter as part of the City's Code Lien Foreclosure Program to determine whether foreclosure proceedings should be pursued. Following a quality assurance review and subsequent referral to legal counsel, it was determined that foreclosure is not recommended because the lien was recorded after the Lis Pendens was recorded making the lien unenforceable against Simply Delish, LLC or the property. Staff therefore recommends Commission approval to release the lien.

(d) Discussion:

Code Case No. 23-001854 was opened on June 5, 2023 for two violations of the City's Code of Ordinances at the subject property. An Order Imposing Fine and Lien was entered by the Special Magistrate on July 12, 2023, with the lien recorded in the Broward County record February 7, 2024. Following review, legal counsel advised Simply Delish filed a foreclosure action on or about September 12, 2023, Broward Circuit Court Case No. CACE-23-018282. The lis pendens was recorded on September 13, 2023. Because the lien was recorded after the Lis Pendens was recorded, the City's Liens are not enforceable against Simply Delish, LLC or the property. As a result, staff is bringing this matter before the Commission to request authorization to release the lien in accordance with legal guidance. The value of the non-accruing lien is $73,500.00.

WMPD Policy #600 - Code Compliance Unit instructs staff to record liens with the Broward County Clerk of Courts within 72 hours of the Magistrate certifying an Order Imposing Fine and Lien. This standard was not met, and corrective action has been taken. A new code case (24-002881) was opened, and pursuant to compliance being achieved, this case is progressing through our City's lien reduction request process.

(e) Strategic Plan Consistency:

Goal C. Enhance Quality of Life and Livability; 1. Enhance Beautification through Progressive City Codes and Proactive Enforcement; 2. Support Proactive Public Safety; 3. Promote the Public Health and Welfare of City Residents.

(f) Concurrences:

(g) Fiscal Impact: Approval of this item will result in the release of the existing code enforcement lien. No additional fiscal impact to the City is anticipated, and foreclosure-related legal expenses will be avoided.

(h) Alternatives: Take no action, resulting in the lien remaining of record but unenforceable through foreclosure.

(i) Attachments:
1. WM Memo re Legal Review Simply Delish LLC Lien Foreclosure 4921-9382-5163 1
2. MASTER Lien Foreclosure Case File Packet - Code Case #23-001854 (2500 Wilton Drive)

CITY OF WILTON MANORS

INTER-OFFICE CORRESPONDENCE

TO: Leigh Ann Henderson, City Manager
Gary Blocker, Chief of Police

CC: Azita Behmardi, Assistant City Manager
Abel Alberro, Code Compliance Supervisor
Izabella Mesa, Code Administrative Assistant
Elizabeth Garcia-Beckford, City Clerk

FROM: Kerry L. Ezrol, City Attorney

DATE: January 30, 2026

RE: City of Wilton Manors ("City") / Legal Review: Simply Delish, LLC, Lien Foreclosure, Special Magistrate, Case Nos. 23-001854, 23-001947, and 24-002881
Property Address: 2500 Wilton Drive, Wilton Manors, FL

We have completed our review of the referenced code files in connection with this matter.

We do not recommend pursuing foreclosure in this case (Code Case Nos. 23-001854 and 23-001947) for the following reasons:

1. Code Case No. 23-001854 was filed against the former Owner, NWS Management Group, LLC. The Lien (February 7, 2024) does not attach to the property due to the lis pendens in the below referenced foreclosure action. See Section 48.23, Florida Statutes.
2. Code Case No. 23-001947 was filed against the former Owner NWS Management Group, LLC. The Lien (March 13, 2024) does not attach to the property due to the lis pendens in the below referenced foreclosure action. See Section 48.23, Florida Statutes.
3. Simply Delish filed a foreclosure action on or about September 12, 2023, Broward Circuit Court Case No. CACE-23-018282. The lis pendens was recorded on September 13, 2023.
4. Simply Delish, LLC was the successful bidder at the foreclosure sale following entry of a Final Judgment of Foreclosure. A Certificate of Title was issued to Simply Delish on November 19, 2024.
5. Because the Liens were recorded after the Lis Pendens was recorded, the City's Liens are not enforceable against Simply Delish, LLC or the property.

Code Case No. 24-002881 is the subject of a lien reduction case that is being handled separately from Code Case Nos. 23-001854 and 23-001947 (scheduled for February 4, 2026). As part of any lien reduction, please take into consideration the fees and costs incurred by our law firm in connection with the foreclosure action ($775.00) and for our review of the code cases ($1,862.50).

Accordingly, we recommend bringing this matter to the City Commission to request authority to release the Liens in Case Nos. 23-001854 and 23-001947.

Please let us know if you would like to discuss this matter further or if you have any questions regarding this memorandum upon your review.

KLE:jc

TO: Note to File

FROM: Gary Blocker, Chief of Police

DATE: October 28, 2025

REFERENCE: Quality Assurance Review – Lien Foreclosure - Case 23-001947

QUALITY ASSURANCE REVIEW - LIEN FORECLOSURE

Case #: 23-001947 **Case opened on:** June 15, 2023 **Code Officer:** Supv. Abel Alberro

Owner Name: NWS Management Group, LLC
Property Address: 2500 Wilton Drive, Wilton Manors, FL 33305

Violations		
Section	**Title**	**Description**
Sec. 060-010(B)	Work w/o Building Permits	Roof canopy installed without a permit.
Notice of Violation		
Certified Mail Sent		June 28, 2023
Certified Mail Delivered		In Transit
Certified Mail Signature		☐ Yes ☒ No
Posted on Property		June 29, 2023
Notice of Hearing		
Certified Mail Sent		September 17, 2023
Certified Mail Delivered		September 21, 2023
Certified Mail Signature		☒ Yes ☐ No
Posted on Property		September 17, 2023
Special Magistrate		
☒ In Violation ☐ No Violation		October 4, 2025
Property Representative Present		☐ Yes ☒ No
Property Representative Name(s)/Relation		-----
Final Order		
Certified Mail Sent		October 7, 2023
Certified Mail Delivered		Not delivered
Certified Mail Signature		☐ Yes ☒ No
Posted on Property		October 10, 2023
Order Imposing Fine and Lien		
Certified Mail Sent		None
Certified Mail Delivered		None
Certified Mail Signature		☐ Yes ☒ No
Posted on Property		None
Fines Assessed / ($) per day		
$250.00 Fine Start Date		December 13, 2023
Certification Date		October 4, 2023

Lien Filed w/ County	March 13, 2024
Compliance Date	None as of Oct 28, 2025
Days in Violation	685 as of 10.28.25
Administrative Fee Paid ($200.00)	☐ Yes ☒ No
Total Lien	$171,450.00

Violations with Compliance Dates			
Section	**Title**	**Compliance Dates**	**Current Status as of 10.27.25**
Sec. 060-010(B)	Work w/o Building Permits		Not in compliance.

FILE SUMMARY REPORT
October 28, 2025

FILE INFORMATION

File #:	23-001947	**Address:**	2500 WILTON Drive
Status:	Lien Foreclosure - Staff	**Parcel #:**	494226051050
Open Date:	06/15/2023	**Description:**	FAILURE TO ADHERE TO ALL APPLICABLE PERMITS FOR WORK W/O PERMITS AND INSPECTION ORDINANCE. (Roof Canopy)
Close Date:		**Owner Name:**	NWS MANAGEMENT GROUP LLC
Type:	Code Compliance	**Owner Address:**	4519 PINE ISLAND RD SUNRISE, FL 33351

INSPECTIONS

TYPE	INSPECTION DATE	INSPECTOR	DESCRIPTION	STATUS
Inspection	06/15/2023	Abel Alberro	On 6-14-23 I received an email from Director Roberta Moore regarding the above property not having permits for the roof canopy. I issued an NOV with summons.	
Inspection	06/29/2023	Henry Stout	NOV POSTING	
Re-Inspection	09/11/2023	Abel Alberro	Permits not yet filed.	

ACTIVITIES

TYPE	ACTIVITY DATE	ASSIGNED TO	DESCRIPTION	STATUS
Mail Sent - NOV With Summons	06/15/2023	Abel Alberro	NWS MANAGEMENT GROUP LLC 4519 PINE ISLAND RD SUNRISE FL 33351 Label # 9414811898765412557306	
Notice of Violation with Summons	06/15/2023	Abel Alberro		
Special Magistrate Hearing	09/13/2023	Abel Alberro		
Mail Sent - Notice Of Hearing	09/17/2023	Kim Holinko	Label # 9414811898765413770315	
Notice of Hearing - NOH	09/17/2023	Kim Holinko		
Posting Properties	09/19/2023	Nadia Taylor-Wellington	NOH POSTING	
Special Magistrate Hearing	10/04/2023	Abel Alberro	10/4/23 - IN VIOLATION, COMPLY BY 12/13/23 OR $250 PER DAY + $200 ADMIN FEE DUE BY 11/6/23. FINE TO BE CERTIFIED ON 3/6/24	In Violation
Mail Sent - Final Order	10/07/2023	Kim Holinko	Label # 9414811898765492549581	
Posting Properties	10/10/2023	Nadia Taylor-Wellington	FINAL ORDER POSTING	
Posting Properties	10/10/2023	Nadia Taylor-	FINAL ORDER POSTING	

		Wellington		
Special Magistrate Hearing	03/06/2024	Abel Alberro	10/4/23 - IN VIOLATION, COMPLY BY 12/13/23 OR $250 PER DAY + $200 ADMIN FEE DUE BY 11/6/23. FINE TO BE CERTIFIED ON 3/6/24. 3-6-24 FULL CERTIFICATION WITH ADMIN FEES. LIEN TO BE RECORDED	In Violation
Recorded Order	03/13/2024	Rachelle Malaczewski	RECORDED LIEN UPLOADED TO DOCS	
Contact - Property Owner/Manager	10/24/2024	Rachelle Malaczewski	Mailing Address 4519 N PINE ISLAND ROAD SUNRISE, FL 33351 Registered Agent Name & Address INNOCENT, WEBERT 4608 Bayberry Lane Tamarac, FL 33319	
Mail Sent - Final Order	10/24/2024	Rachelle Malaczewski	LETTER FROM CHIEF BLOCKER CERTIFIED MAIL Label # 9414811898765486515967	
Permit Check	12/13/2024	Kim Holinko	NO PERMITS HAVE BEEN APPLIED FOR	
Lien Foreclosure - Staff	10/28/2025	Gary Blocker	On Tuesday October 28, 2025 I conducted a quality assurance review of this case file related to potential lien foreclosure action. I reviewed the case file and did not locate a printout of the Broward County Property Appraiser property owner information at the time this case was opened. I researched the BCPA's website and located the warranty deeds dated June 25, 2001, November 4, 2011 and November 19, 2024, and attached them to the case file. I previously took photographs of the property on Monday October 27, 2025 showing its current condition. I also took photographs of this property Tuesday October 28, 2025 specific to the violation charged (roof canopy). On this date I found the fabric canopy and most of the framing had been removed. Remaining were small amounts of canopy framework still attached to the building. Due to this framework remaining and no permits being obtained, this case remains non-compliant. Additionally, I researched Google Earth and Google Streetview images that supported this violations existing at the time it was cited. All photographs and images were attached to this case file. I researched CitizenServe, and did not locate any permits for this canopy project. This printout was attached to this case file. Due to continued non-compliance, as of October 28, 2025, this property has been out of compliance for 685 days x $250 + $200.00 administrative fee equals a grand total lien of $171,250 plus $200 admin fees = $171,450. I located two additional liens against this property documented under case #'s 23-001854 and 24-002881. These three case files will be provided to the legal department for further review.	

VIOLATIONS

VIOLATION	STATUS	DATES	COMMENTS
Sec. 060-010(B) Building Permit - Required Permit Approvals - building permit	Open	Open Date: 06/15/2023 Close Date:	. Obtain all applicable permits from the City, pass applicable inspections, and have the permit finalized and closed by the City. For permitting information contact the Community Development Services Department at (954) 390.2180

DOCUMENTS

SOURCE	DOCUMENT NAME	DATE	CREATED BY
Case Photo	ROOF CANOPY.jpg	06/15/2023	Abel Alberro
Case Photo	IMG_0036 (58).JPG	06/28/2023	Abel Alberro
Case Photo	IMG_0035 (58).JPG	06/28/2023	Abel Alberro
Case Photo	IMG_0034 (59).JPG	06/28/2023	Abel Alberro
Merge document	Notice of Violation with Summons.htm	06/28/2023	Abel Alberro
Case Photo	image.jpg	06/29/2023	Henry Stout
Merge document	Final Order.htm	09/05/2023	Kim Holinko
Merge document	Notice of Hearing.htm	09/17/2023	Kim Holinko

Case Photo	2500 WILTON DR 1.jpg	09/19/2023	Nadia Taylor-Wellington
Other	FO 23-1947 10-4-23.pdf	10/06/2023	Kim Holinko
Case Photo	IMG_1707.JPG	10/10/2023	Nadia Taylor-Wellington
Merge document	Order Imposing Fine and Lien.htm	02/28/2024	Rachelle Malaczewski
Online Document Upload	23 1947 OIFL.pdf	03/07/2024	Rachelle Malaczewski
Online Document Upload	RECORDED LIEN 23 1947.pdf	03/13/2024	Rachelle Malaczewski
Letter	Chief Blocker Letter to Innocent Webert (Property Manager) (GB146-102424).pdf	10/28/2025	Gary Blocker
Photo	Roof Top Canopy on Property - March 7, 2025 Google Earth (GB146-102825).png	10/28/2025	Gary Blocker
Photo	Roof Top Canopy on Property - May 30, 2024 Google Earth (GB146-102825).png	10/28/2025	Gary Blocker
Photo	No Roof Canopy on Property - March 10, 2023 Google Earth (GB146-102825).png	10/28/2025	Gary Blocker
Photo	Roof Top Canopy Installed on Property - June 2024 Google Streetview Image (GB146-102825).png	10/28/2025	Gary Blocker
Photo	No Roof Canopy on Property - January 2021 Google Streetview Image (GB146-102825).png	10/28/2025	Gary Blocker
Photo	Front of Door to Property with Address (GB146-102725).jpg	10/28/2025	Gary Blocker
Photo	Front of Property with Realtor Sign (2) (GB146-102725).jpg	10/28/2025	Gary Blocker
Photo	Front of Property with Realtor Sign (GB146-102725).jpg	10/28/2025	Gary Blocker
Photo	Trash and Unkept Paver Bricks - South Side of Property (2) (GB146-102725).jpg	10/28/2025	Gary Blocker
Photo	Trash and Unkept Paver Bricks - South Side of Property (GB146-102725).jpg	10/28/2025	Gary Blocker
Photo	Property Covered Parking Lot - Absent Bar and Stage (2) (GB146-102725).jpg	10/28/2025	Gary Blocker
Photo	Property Covered Parking Lot - Absent Bar and Stage (GB146-102725).jpg	10/28/2025	Gary Blocker
Photo	Property Parking Lot - Absent Wood Decking and Beams (2) (GB146-102725).jpg	10/28/2025	Gary Blocker
Photo	Property Parking Lot - Absent Wood Decking and Beams (GB146-102725).jpg	10/28/2025	Gary Blocker
Photo	Roof Top with Partial Canopy Framework and No Canopy (4) (GB146-102825).jpg	10/28/2025	Gary Blocker
Photo	Roof Top with Partial Canopy Framework and No Canopy (3) (GB146-102825).jpg	10/28/2025	Gary Blocker
Photo	Roof Top with Partial Canopy Framework and No Canopy (2) (GB146-102825).jpg	10/28/2025	Gary Blocker
Photo	Roof Top with Partial Canopy Framework and No Canopy (GB146-102825).jpg	10/28/2025	Gary Blocker
Photo	Roof Top Canopy Installed on Property (2) - June 2024 Google Streetview Image (GB146-102825).png	10/28/2025	Gary Blocker
Photo	Roof Canopy Not Installed on Property - October 2022 Google Streetview Image (GB146-102825).png	10/28/2025	Gary Blocker
Online Document Upload	Warranty Deed - June 25, 2021.pdf	10/28/2025	Gary Blocker
Online Document Upload	Warranty Deed - November 4, 2011.pdf	10/28/2025	Gary Blocker
Online Document Upload	Warranty Deed - November 19, 2024.pdf	10/28/2025	Gary Blocker

FILE SEARCH: 24 FILES FOUND

	FILE #	STATUS	ADDRESS	OPENED	CLOSED	DISTRICT	TYPE
	11-001174	Open	2500 WILTON Drive	12/13/2011			Permitting
		SIMPLY DELISH LLC / COMM					
		Permit #: WM11-000120, WM13-001359, WM15-000844, WM17-000189, WM18-000634, WM18-000635, WM18-000656, WM19-000507					
	07-1142-B	Open	2500 WILTON Drive	10/30/2007			
		Job Name: ROOFTOP GRILL - 3 STORY COMM REST- Constr. Type: NRW 3 STORY COMM REST Struct. Type: RESTAURANTS Appl Type: Contractor: Company: L&M CONSTRUCITON MGMT. GROUP 17940 SW 83 AVENUE MIAMI FL 33157 Voice#: (786-412-8941 Cont #: CNTR-593 Cont Type: BUILDER Cont Co.: BROTEN GARAGE DOOR Cont Addr: 886 SW 12 AVENUE					
		Permit #: 07-1142-B					
	07-0903-B	Open	2500 WILTON Drive	08/12/2007			
		Job Name: ROOF TOP GRILL-COMM BU Constr. Type: NEW BUILDING-COMM Struct. Type: RETAIL Appl Type: Contractor: Company: L&M CONSTRUCITON MGMT. GROUP 17940 SW 83 AVENUE MIAMI FL 33157 Voice#: (786-412-8941 Cont #: CNTR-1754 Cont Type: BUILDER Cont Co.: RESTORE ONE Cont Addr: 149 CEDAR CREEK DR Conditions: , 07-0903-B NEW 2 STORY COMM. BSN., 07-0903-E ELEC FOR NEW 2 STORY COMM. ADDITION, 07-0903-FIRE SUPP.FOR NEW 2 STORY COMM. ADDITION (MECH), 07-0903-FIRE HOOD (NEW 2 STORY COMM. ADDITION MECH),					
		Permit #: 07-0903-B					
	06-1576-B	Open	2500 WILTON DR	11/03/2006			
		Job Name: TOWN PLACE Purpose: BUILD MULTI-UNIT HOUSING Constr. Type: PILINGS & PILE CAPS Struct. Type: CONDOMINIUM Appl Type: Contractor: Company: LCM GROUP, INC. PO BOX 660003 MIAMI SPRINGS FL 33266 Cont #: CNTR-636 Cont Type: PLUMBING Cont Co.: CAPE BACKFLOW Cont Addr: P.O BOX 291316 Conditions: ,					
		Permit #: 06-1576-B					
	06-1576-B-FENCE	Open	2500 WILTON DR	08/02/2006			
		Job Name: TOWN PLACE TEMP FENCE Constr. Type: FENCE Struct. Type: RETAIL Appl Type: Contractor: Company: NATIONAL RENT A FENCE CO 4001 N 30 AVENUE HOLLYWOOD FL 33020 Voice#: 954-965-0277 Cont #: CNTR-1315 Cont Type: Mechanical Cont Co.: KOLDAIRE (HVAC MECH) Cont Addr: 5181 NW 109 AVE Conditions: , FENCE					
		Permit #: 06-1576-B-FENCE					
	06-0674	Open	2500 WILTON Drive	04/28/2006			
		Job Name: CAVE , ANNETtE Constr. Type: Complete Demo Appl Type: Contractor: KDG dBa WildCat ConstruCtion Company: KDG dBa WildCat ConstruCtion PO BOX 2506 FORT LAUDERDALE FL 33303 Cont #: CNTR-1579 Cont Type: OWNER BUILDER Cont Co.: OWNER BUILDER Cont Addr: SEE PARCEL OWENR INFORMATION Conditions: , 06-0674-B DEMO OF COMM. BSN. - FINALED					
		Permit #: 06-0674					

	FILE #	STATUS	ADDRESS	OPENED	CLOSED	DISTRICT	TYPE
	02-0063	Open	2500 WILTON DR	01/01/2000			
		Job Name: MORTGAGE Constr. Type: REPLACE FORNT DOOR AWNINGS OF HOLLYWOOD Conditions: , 02-0063 REPLACE FORNT DOOR - CANCELLED					
		Permit #: 02-0063					
	02-0225	Open	2500 WILTON DR	01/01/2000			
		Job Name: MORTGAGE Constr. Type: PAVERS Appl Type: Contractor: Company: PAVER CENTER & SHUTTERS INC 4160 N FEDERAL HWY FORT LAUDFERDALE FL 33305 Voice#: 954-776-3338 Conditions: , 02-0225 PAVERS					
		Permit #: 02-0225					
	02-0269	Open	2500 WILTON DR	01/01/2000			
		Job Name: MORTGAGE Constr. Type: ASPHALT FLORIDA AIR SERVICES Conditions: , 02-0269 ASPHALT					
		Permit #: 02-0269					
	02-0984	Open	2500 WILTON DR	01/01/2000			
		Job Name: MORTGAGE Constr. Type: B/F CAPE B/F Cont #: CNTR-636 Cont Type: PLUMBING Cont Co.: CAPE BACKFLOW Cont Addr: P.O BOX 291316 Conditions: , 02-0984 B/F					
		Permit #: 02-0984					
	03-0699	Open	2500 WILTON Drive	01/01/2000			
		Job Name: MORTGAGE, ALLIANCE Constr. Type: REROOF CLARK ROOFING Company: CLARK ROOFING Conditions: , 03-0699 REROOF					
		Permit #: 03-0699					
	03-0778	Open	2500 WILTON Drive	01/01/2000			
		Job Name: CABARET, MARTINI Constr. Type: INTERIOR DEMO FIRST BLDG. CORP. OF FLA. Company: FIRST BLDG. CORP. OF FLA. Conditions: , 03-0778 INTERIOR DEMO					
		Permit #: 03-0778					
	03-0796	Open	2500 WILTON Drive	01/01/2000			
		Job Name: CABARET, MARTINI Constr. Type: AWNING WALKER CANVAS AWNING Company: WALKER CANVAS AWNING Conditions: , 03-0796 AWNING					
		Permit #: 03-0796					
	03-0819	Open	2500 WILTON Drive	01/01/2000			
		Job Name: MORTGAGE, ALLIANCE Constr. Type: 1 DOOR 3 WINDOWS WENCESLAO CINTRON Company: WENCESLAO CINTRON Conditions: , 03-0819 1 DOOR 3 WINDOWS					
		Permit #: 03-0819					
	03-1041	Open	2500 WILTON Drive	01/01/2000			
		Job Name: CABARET, MATINI Constr. Type: REPAIR/REMODEL FIRST BUILDING CORP. Company: FIRST BUILDING CORP. Conditions: , 03-1041 REPAIR/REMODEL					
		Permit #: 03-1041					

	FILE #	STATUS	ADDRESS	OPENED	CLOSED	DISTRICT	TYPE
	03-1189	Open	2500 WILTON Drive	01/01/2000			
		Job Name: CABARET, MA TINI Constr. Type: A/C CHANGE OUT Appl Type: Contractor: Company: ALL YEAR COOLING & HEATING 1345 NE 4 AVENUE FORT LAUDERDALE FL 33304 Voice#: 954-566-4644 Cont #: CNTR-302 Cont Type: MECHANICAL Cont Co.: ALL YEAR COOLING & HEATING Cont Addr: 1345 NE 4 AVENUE Conditions: , 03-1189 A/C CHANGE OUT					
		Permit #: 03-1189					
	03-1290	Open	2500 WILTON Drive	01/01/2000			
		Job Name: CABARET, MA TINI Constr. Type: A/C AND DUCT WORK Appl Type: Contractor: Company: ALL YEAR COOLING & HEATING 1345 NE 4 AVENUE FORT LAUDERDALE FL 33304 Voice#: 954-566-4644 Conditions: , 03-1290 A/C AND DUCT WORK					
		Permit #: 03-1290					
	03-1449	Open	2500 WILTON Drive	01/01/2000			
		Job Name: CABARET, MATINI Constr. Type: B/F CAPE B/F Company: CAPE B/F Conditions: , 03-1449 B/F					
		Permit #: 03-1449					
	04-1139	Open	2500 WILTON Drive	01/01/2000			
		Job Name: TINI CABARET, MA Constr. Type: B/F CAPE B/F Company: CAPE B/F Conditions: , 04-1139 B/F					
		Permit #: 04-1139					
	04-1775	Open	2500 WILTON Drive	01/01/2000			
		Job Name: CABARET, MARTINI Constr. Type: INSTALL SINKS SEWER SAVERS, INC. Company: SEWER SAVERS, INC. Conditions: , 04-1775 INSTALL SINKS					
		Permit #: 04-1775					
	97-0434	Open	2500 WILTON Drive	01/01/2000			
		Job Name: DESIGN KITCHEN & BATH Constr. Type: BACKFLOW ACE KING OF FENCES					
		Permit #: 97-0434					
	98-0639	Open	2500 WILTON Drive	01/01/2000			
		Job Name: A-1 LITHO Constr. Type: FENCE ROBERTS & SONS PLUMBING					
		Permit #: 98-0639					
	98-0908	Open	2500 WILTON Drive	01/01/2000			
		Job Name: A-1 LITHO Constr. Type: BACKFLOW PATT ROOFING					
		Permit #: 98-0908					
	99-1117	Open	2500 WILTON Drive	01/01/2000			
		Job Name: DAVID'S PRINTING Purpose: COMMERCIAL Constr. Type: CAPE B/F SEARS TEXTURED					
		Permit #: 99-1117					

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

NOTICE OF VIOLATION

DATE: June 15, 2023

NWS MANAGEMENT GROUP LLC
4519 PINE ISLAND RD
SUNRISE, FL 33351

VIOLATION ADDRESS: 2500 WILTON Drive, WILTON MANORS, FL 33305
CASE #: 23-001947

In the name of the City of Wilton Manors, Florida, the undersigned certifies that City of Wilton Manors Police Officers and/or Code Compliance Officers have made inspections, or received an Affidavit of Complaint, regarding the above premises and/or personal property on the above date and has just and reasonable grounds to believe that you are in violation of a section of the City of Wilton Manors Code of Ordinances as follows:

DESCRIPTION OF VIOLATION(S): Failure to adhere to city's applicable permits and inspections. to wit:
1. Obtain permits and inspections for the canopy in the roof of property.
2. Have the permits closed and finaled by a building inspector before Code Case can be closed and complied.
3. Send proof of closed and finaled permits to Code Unit at: aalberro@wmpd.org.
4. For information regarding permits contact: 954-390-2180.

DAYS TO COMPLY: 30 days from receipt of this Notice.

CASE #23-001947

Sec. 060-010(B) Building Permit
(B) Building permit, site improvement permit. Generally required for development pertaining to buildings, structures and infrastructure. Building permits are required pursuant to the Florida Building Code. The building or site improvement permit and certificate of occupancy represent the last point in the development review process. All other approvals, permits and certificates required by this Article must be applied for and obtained before an application for such permits may be considered for approval by the City. Applications for building permits shall be consistent with all previous approvals, including but not limited to, the site plan, plat, and conditional use approvals. No development shall occur until and unless the Department has issued a building or site improvement permit for that development.

MEANS OF CORRECTION: . Obtain all applicable permits from the City, pass applicable inspections, and have the permit finalized and closed by the City. For permitting information contact the Community Development Services Department at (954) 390.2180

This is an official notice to make you aware of violation(s) of the City Wilton Manors Code of Ordinances and/or the Florida Building Code, Broward County Edition. If you have any questions or would like additional information regarding this notice please call the officer listed below. Failure to correct the violation(s) within above time frame shall result in the case being heard before the Special Magistrate.

WHEN THE ABOVE LISTED VIOLATION IS CORRECTED YOU MUST CONTACT THE OFFICER FOR A RE-INSPECTION TO ENSURE THAT YOUR PROPERTY IS IN COMPLIANCE. IF YOU NEED TO MEET WITH A CODE OFFICER, PLEASE MAKE AN APPOINTMENT WITH THEM. THANK YOU.

RELATING TO WORK WITHOUT PERMITS

*****IF YOU ARE BEING CITED FOR WORK WITHOUT PERMITS, PLEASE KNOW THAT YOU ARE NOT IN COMPLIANCE UNTIL THE PERMIT IS FINALED BY THE COMMUNITY DEVELOPMENT SERVICE DEPARTMENT** APPLYING FOR OR OBTAINING A PERMIT WILL NOT MEET COMPLIANCE STANDARDS.***

162.06 Enforcement procedure. (5) If the owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall: (a) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee. (b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor. (c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding. (d) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

If you decide to appeal any decision made by the Special Magistrate, you will need a record of the proceedings. In the case of an appeal, you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Abel Alberro

954-390-2157
aalberro@wmpd.org

POLICE

WILTON MANORS

CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

FAILURE TO COMPLY – SUMMONS TO APPEAR

Should you fail to comply with the above violation by the compliance date, you shall appear before the Special Magistrate on September 13, 2023 at 2:00 PM in the Commission Chambers at City Hall, 2020 Wilton Drive, Wilton Manors, Florida 33305.

Should you be found in violation of the Municipal Code, the Special Magistrate may impose a fine up to $250.00 per day for the first violation, and up to $500.00 per day for a repeat violation. In addition, if the violation is irreparable and irreversible the Special Magistrate may also include fines of up to $5000.00 as well as the cost of reasonable repairs incurred by the City to bring the property into compliance, also Administrative Costs of up to $500.00.

If the violation(s) is/are corrected by the time specified, this case may still be presented before the Special Magistrate. Please contact the Code Compliance Unit at 954-390-2151 for a re-inspection.



Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

City of Wilton Manors Police Department
2020 WILTON DR
WILTON MANORS FL 33305-2122

$6.85 US POSTAGE
FIRST-CLASS
Jun 28 2023
Mailed from ZIP 33305
1 OZ FIRST-CLASS MAIL LETTER RATE
11923275

stamps endicia

062S0014949884

USPS CERTIFIED MAIL

9414 8118 9876 5412 5573 06

NWS MANAGEMENT GROUP LLC
4519 N PINE ISLAND RD
SUNRISE FL 33351-5321

Reference	CCS ALBERRO NOV 23-001947 6-28-23
USPS #	9414811898765412557306
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item departed our USPS facility in MIAMI FL DISTRIBUTION CENTER on August 24, 2023 at 9:30 pm. The item is currently in transit to the destination.
USPS History	Unclaimed/Being Returned to Sender, August 17, 2023, 7:57 pm, FORT LAUDERDALE, FL 33351 Reminder to Schedule Redelivery of your item Notice Left (No Authorized Recipient Available), 07/06/2023, 11:49 am, FORT LAUDERDALE, FL 33351 In Transit to Next Facility, 07/05/2023 In Transit to Next Facility, 07/04/2023 In Transit to Next Facility, 07/03/2023 Arrived at USPS Regional Facility, June 30, 2023, 7:03 pm, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, June 30, 2023, 5:48 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 06/28/2023, 2:44 pm, FORT LAUDERDALE, FL 33305

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Date Verified: 08/27/2023 00:12:13 (UTC)

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

CODE COMPLIANCE UNIT
OFFICE OF THE SPECIAL MAGISTRATE

CITY OF WILTON MANORS
Petitioner, CASE #: 23-001947

Vs.

NWS MANAGEMENT GROUP LLC
4519 PINE ISLAND RD
SUNRISE, FL 33351
Respondent

****NOTICE OF HEARING****

Date: September 17, 2023
You are hereby summoned to appear before the City of Wilton Manors Special Magistrate on **October 4, 2023 @ 2:00 p.m. in the City of Wilton Manors Commission Chambers, 2020 Wilton Drive,Wilton Manors, Florida.**

The purpose of this Hearing is for the Special Magistrate to make "Findings of Fact" and "Conclusion of Law" relating to the violation(s) specified in the previously issued Notice of Violation and to issue an appropriate Order for the property located at **2500 WILTON Drive, WILTON MANORS, FL 33305** . If a violation is found, the Order may require you to correct the violation(s) by a specified date. In addition, the Order may impose a daily fine of up to **$250.00** per day if the Order is not complied with or a daily fine of up to **$500.00** per day for each day the same violation(s) is or has been repeated after being brought into compliance, even if the repeated violation(s) is/are again in compliance prior to the Hearing, plus fines to cover the costs incurred by the City in the prosecution of this matter. Additionally, a fine of up to **$5,000.00** per violation may be imposed if the Special Magistrate finds the violation to be irreparable or irreversible in nature.

You should be aware that the Special Magistrate will hear the case regardless of whether or not the alleged violation(s) is/are corrected prior to the Hearing.

You have the right to be represented by an attorney and to respond and present evidence and witnesses at the Hearing. **If you wish to be represented by an attorney, your attorney MUST notify the Special Magistrate's Clerk, Kim Holinko in writing at least seven working days before the Hearing. She may be contacted at 954-390-2151 or kholinko@wmpd.org.**
If you decide to appeal any decision made by the Special Magistrate, you will need a record of the proceedings. In the case of an appeal, you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Kim Holinko
kholinko@wmpd.org

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

City of Wilton Manors Police Department
2020 WILTON DR
WILTON MANORS FL 33305-2122

$7.18 US POSTAGE
FIRST-CLASS
Sep 17 2023
Mailed from ZIP 33305
1 OZ FIRST-CLASS MAIL LETTER RATE
11923275

stamps endicia

062S0001442057

USPS CERTIFIED MAIL

9414 8118 9876 5413 7703 15

NWS MANAGEMENT GROUP LLC
4519 N PINE ISLAND RD
SUNRISE FL 33351-5321

Reference	CCO HOLINKO NOH 23-1947 10-4-23
USPS #	9414811898765413770315
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to an individual at the address at 11:26 am on September 21, 2023 in FORT LAUDERDALE, FL 33351.
USPS History	Departed USPS Regional Facility, September 20, 2023, 7:31 pm, MIAMI FL DISTRIBUTION CENTER Arrived at USPS Regional Facility, September 19, 2023, 11:27 pm, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, September 19, 2023, 10:12 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 09/17/2023, 1:49 pm, FORT LAUDERDALE, FL 33305

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Report Design Copyright 2023 Certified Mail Envelopes, Inc. www.Certified-Mail-Labels.com www.Certified-Mail-Envelopes.com
Date Verified: 09/22/2023 01:13:52 (UTC)

UNITED STATES POSTAL SERVICE

September 22, 2023

Dear Reference CCO HOLINKO NOH 23 1947 10 4 23:

The following is in response to your request for proof of delivery on your item with the tracking number: **9414 8118 9876 5413 7703 15**.

Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	September 21, 2023, 11:26 am
Location:	FORT LAUDERDALE, FL 33351
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic
Recipient Name:	NWS MANAGEMENT GROUP LLC

Recipient Signature

Signature of Recipient:

Address of Recipient:



Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SPECIAL MAGISTRATE FINAL ORDER

CITY OF WILTON MANORS
Petitioner
vs.
NWS MANAGEMENT GROUP LLC
Respondent

IN RE: Case No. 23-001947

Hearing Date: October 4, 2023
Violation(s): Sec. 060-010(B) Building Permit,

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. At the subject hearing the PETITIONER City entered into the record evidence of proper notice to the RESPONDENT thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing.

The record indicates that the RESPONDENT owns the real property located at: **2500 WILTON Drive, WILTON MANORS, FL 33305** and more particularly described as follows: **Folio No.:494226051050**

SEE EXHIBIT "A" LEGAL DESCRIPTION

Based upon the statements made by the RESPONDENT and/or the evidence and testimony submitted by the PETITIONER, the RESPONDENT is hereby found to be:

☒ **In Violation** ☐ **Dismissed** ☐ **Continued to:** _____ at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

-FINES / FEES-

ADMINISTRATIVE COSTS: $ 200.00 TOTAL AMOUNT DUE: $_____

FINE AMOUNT: $_____ PAYMENT DUE DATE: 11/6/23

-TIME / PENALTY-

And the RESPONDENT is given until 12/13/23 to remedy the violation. Failure to do so will result in a **per diem fine** of TWO HUNDRED FIFTY DOLLARS ($ 250.00) for each day the RESPONDENT'S property remains in violation beyond the date set for compliance. This matter is scheduled for a certification hearing on 3/6/24 at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

WITNESSES: ☐ **HOLINKO** ☐ **MOORE** ☐ **STOUT** ☐ **WELLINGTON** ☒ **ALBERRO** AND: _____

EVIDENCE PRESENTED: ☒ **Proof of Service** ☐ **BCPA** ☒ **Photos** Other_____

Failure to correct the violation and pay the accrued fines / fees by date required may result in the execution of a NOTICE OF LIEN which may be recorded in the public records of Broward County, Florida, thereafter constituting a lien on the real or personal property of the RESPONDENT as provided by law.

****

Done and Ordered this 4th day of OCTOBER, 2023 CITY OF WILTON MANORS, FLORIDA

_____ _____
Clerk to the Hearing Officer HEARING OFFICER

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this **October 4, 2023** by Thomas J. Ansbro or Theresa Edwards, Hearing Officer and Kim Holinko, Clerk to the Hearing Officer, who are personally known to me or who have produced _____ as identification.

_____ Notary Public

_____ My Commission Expires

_____ Serial Number, if any

FAITH LOMBARDO
Notary Public - State of Florida
Commission # HH 198428
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

Electronic Delivery Confirmation™



City of Wilton Manors Police Department
2020 WILTON DR
WILTON MANORS FL 33305-2122

$7.18 US POSTAGE
FIRST-CLASS
Oct 07 2023
Mailed from ZIP 33305
1 OZ FIRST-CLASS MAIL LETTER RATE
11923275



062S0001442155

USPS CERTIFIED MAIL



9414 8118 9876 5492 5495 81

NWS MANAGEMENT GROUP LLC
4519 N PINE ISLAND RD
SUNRISE FL 33351-5321



Reference	CCO HOLINKO FO 23-1947 10-4-23
USPS #	9414811898765492549581
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item could not be delivered on November 7, 2023 at 4:25 pm in FORT LAUDERDALE, FL 33351. It was held for the required number of days and is being returned to the sender.
USPS History	Reminder to Schedule Redelivery of your item Notice Left (No Authorized Recipient Available), 10/13/2023, 12:27 pm, FORT LAUDERDALE, FL 33351 Arrived at USPS Regional Facility, October 11, 2023, 9:58 pm, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, October 11, 2023, 8:43 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 10/07/2023, 3:25 pm, FORT LAUDERDALE, FL 33305

Electronic Delivery Confirmation Report © 2023 Certified Mail Envelopes, Inc. All rights reserved.
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Date Verified: 12/06/2023 00:10:20 (UTC)

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT
2020 WILTON DRIVE, WILTON MANORS, FL 33305

Record & Return to:

Wilton Manors Police Department
Code Compliance Unit
ATTN: Rachelle Malaczewski
2020 Wilton Drive
Wilton Manors, FL 33305-2122

CITY OF WILTON MANORS
Petitioner
vs.
NWS MANAGEMENT GROUP LLC
Respondent

RE: Case No. 23-001947

ORDER IMPOSING FINE AND LIEN

THIS CAUSE FIRST CAME, by administrative Hearing, before the undersigned Special Magistrate of the City of Wilton Manors, Florida on **October 04, 2023**, after due notice to the Respondent, at which time the Special Magistrate heard testimony under oath, received evidence, determined findings of fact and conclusions of law and thereupon issued a Final Order. The Final Order found the Respondent to be in violation of Wilton Manors Code of Ordinances Section(s): **Sec. 060-010(B) Building Permit - Required Permit Approvals - building permit**. The subject violation occurred at the RESPONDENTS' real property located at **2500 WILTON Drive** , within the City of Wilton Manors and more particularly described as follows:

Folio # - 494226051050
Legal Description - WILTON MANORS UNIT 1 AMD PLAT 15-1 B THAT PT OF BLK 29 DESC AS, BEG AT INTERSEC OF WLY & NLY BNDRIES OF BLK 29,ELY 151.22, SLY 80,WLY 151.22,NLY 80 TO POB,LESS ELY 75 THEREOF

Said Final Order required the Respondent to take corrective action to remedy the violation by a set compliance date. Under oath the Code Officer testified to the Special Magistrate on **March 06, 2024**, that the required corrective action **had not** taken place by the compliance date set out in the Final Order in this case and that in fact the RESPONDENT'S property is in **violation**. The Code Enforcement Officer further testified that the RESPONDENT **failed** to pay the Administrative costs imposed by the Final Order. In determining the amount of the fine, the Special Magistrate has considered all factors set forth in §162.09(b), Fla. Stat.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:
1. A daily fine in the amount of **$250.00** is hereby imposed, commencing on **12/13/23** .

The property has been in violation for __76__ days x's **$250.00** per day totals, **$19,000.00** + **$200.00** Administrative Costs totaling **$ 19,200.00** to be certified. The fine shall continue to accrue until compliance has been met.

2. The fine set out above shall, pursuant to Chapter 162 Florida Statutes, constitute a lien against the real property on which the violation exists and upon any other real or personal property of the RESPONDENT and the PETITIONER City may record a true copy of this order in the Public Records of Broward County, Florida.

3. After three (3) months from filing this lien, if it remains unpaid, the City Attorney may, subject to City Commission approval, foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

DONE AND ORDERED on **March 06, 2024**

CITY OF WILTON MANORS, FLORIDA

_____
Special Magistrate

_____
Special Magistrate Clerk

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 6 day of March, 2024 by Theresa Edwards or Andre Mckenney, Special Magistrate and Rachelle Malaczewski, Clerk to the Special Magistrate respectively, who are personally known to me or have produced _____ as identification SWORN TO AND SUBSCRIBED BEFORE ME this 6 day of March, 2024

_____
Notary Public

KIMBERLY HOLINKO
Notary Public - State of Florida
Commission # HH 430341
My Comm. Expires Aug 7, 2027
Bonded through National Notary Assn.

_____
My Commission Expires

_____
Serial Number, If any

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent by Regular U.S. Mail and Certified/Return Receipt this 6 day of March, 2024

to the RESPONDENT.

_____
Special Magistrate Clerk, Rachelle Malaczewski

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SPECIAL MAGISTRATE FINAL ORDER

CITY OF WILTON MANORS
Petitioner
vs.
NWS MANAGEMENT GROUP LLC
Respondent

IN RE: Case No. 23-001947

Hearing Date: October 4, 2023
Violation(s): Sec. 060-010(B) Building Permit,.

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. At the subject hearing the PETITIONER City entered into the record evidence of proper notice to the RESPONDENT thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing.

The record indicates that the RESPONDENT owns the real property located at: **2500 WILTON Drive, WILTON MANORS, FL 33305** and more particularly described as follows: **Folio No.:494226051050**

SEE EXHIBIT "A" LEGAL DESCRIPTION

Based upon the statements made by the RESPONDENT and/or the evidence and testimony submitted by the PETITIONER, the RESPONDENT is hereby found to be:

X **In Violation** **Dismissed** **Continued to:** _____ at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

-FINES / FEES-

ADMINISTRATIVE COSTS: $ 200.00 TOTAL AMOUNT DUE: $_____

FINE AMOUNT: $_____ PAYMENT DUE DATE: 11/6/23

-TIME / PENALTY-

And the RESPONDENT is given until 12/13/23 to remedy the violation. Failure to do so will result in a **per diem fine** of TWO HUNDRED FIFTY DOLLARS ($ 250.00) for each day the RESPONDENT'S property remains in violation beyond the date set for compliance. This matter is scheduled for a certification hearing on 3/6/24 at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

WITNESSES: **HOLINKO** **MOORE** **STOUT** **WELLINGTON** X **ALBERRO** AND: _____

EVIDENCE PRESENTED: X **Proof of Service** **BCPA** X **Photos** Other _____

Failure to correct the violation and pay the accrued fines / fees by date required may result in the execution of a NOTICE OF LIEN which may be recorded in the public records of Broward County, Florida, thereafter constituting a lien on the real or personal property of the RESPONDENT as provided by law.

****

Done and Ordered this 4th day of OCTOBER, 2023 CITY OF WILTON MANORS, FLORIDA

_____ _____
Clerk to the Hearing Officer HEARING OFFICER

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this **October 4, 2023** by Thomas J. Ansbro or Theresa Edwards, Hearing Officer and Kim Holinko, Clerk to the Hearing Officer, who are personally known to me or who have produced _____ as identification.

_____ Notary Public

_____ My Commission Expires

_____ Serial Number, if any

FAITH LOMBARDO
Notary Public - State of Florida
Commission # HH 198428
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

POLICE

WILTON MANORS

CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

Record & Return to:

Wilton Manors Police Department
Code Compliance Unit
ATTN: Rachelle Malaczewski
2020 Wilton Drive
Wilton Manors, FL 33305-2122

CITY OF WILTON MANORS
COUNTY OF BROWARD
STATE OF FLORIDA

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Order Imposing Fine Lien Case 23-001947

WITNESS my hand and official seal in the City of Wilton Manors, Broward County, Florida, this 12 day of March 2024

City Clerk

CITY OF WILTON MANORS
Petitioner
vs.
NWS MANAGEMENT GROUP LLC
Respondent

RE: Case No. 23-001947

ORDER IMPOSING FINE AND LIEN

THIS CAUSE FIRST CAME, by administrative Hearing, before the undersigned Special Magistrate of the City of Wilton Manors, Florida on **October 04, 2023**, after due notice to the Respondent, at which time the Special Magistrate heard testimony under oath, received evidence, determined findings of fact and conclusions of law and thereupon issued a Final Order. The Final Order found the Respondent to be in violation of Wilton Manors Code of Ordinances Section(s): **Sec. 060-010(B) Building Permit - Required Permit Approvals - building permit**. The subject violation occurred at the RESPONDENTS' real property located at **2500 WILTON Drive** , within the City of Wilton Manors and more particularly described as follows:

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Legal Description - WILTON MANORS UNIT 1 AMD PLAT 15-1 B THAT PT OF BLK 29 DESC AS, BEG AT INTERSEC OF WLY & NLY BNDRIES OF BLK 29,ELY 151.22, SLY 80,WLY 151.22,NLY 80 TO POB,LESS ELY 75 THEREOF

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ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. A daily fine in the amount of **$250.00** is hereby imposed, commencing on **12/13/23** .

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2. The fine set out above shall, pursuant to Chapter 162 Florida Statutes, constitute a lien against the real property on which the violation exists and upon any other real or personal property of the RESPONDENT and the PETITIONER City may record a true copy of this order in the Public Records of Broward County, Florida.

3. After three (3) months from filing this lien, if it remains unpaid, the City Attorney may, subject to City Commission approval, foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

DONE AND ORDERED on **March 06, 2024**

CITY OF WILTON MANORS, FLORIDA

_____
Special Magistrate

_____
Special Magistrate Clerk

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 6 day of March, 2024 by Theresa Edwards or Andre Mckenney, Special Magistrate and Rachelle Malaczewski, Clerk to the Special Magistrate respectively, who are personally known to me or have produced _____ as identification SWORN TO AND SUBSCRIBED BEFORE ME this 6 day of March, 2024

_____
Notary Public

KIMBERLY HOLINKO
Notary Public - State of Florida
Commission # HH 430341
My Comm. Expires Aug 7, 2027
Bonded through National Notary Assn.

_____
My Commission Expires

_____
Serial Number, If any

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent by Regular U.S. Mail and Certified/Return Receipt this 6 day of March, 2024

to the RESPONDENT.

_____
Special Magistrate Clerk, Rachelle Malaczewski

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SPECIAL MAGISTRATE FINAL ORDER

CITY OF WILTON MANORS
Petitioner
vs.
NWS MANAGEMENT GROUP LLC
Respondent

IN RE: Case No. 23-001947

Hearing Date: October 4, 2023
Violation(s): Sec. 060-010(B) Building Permit.

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. At the subject hearing the PETITIONER City entered into the record evidence of proper notice to the RESPONDENT thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing.

The record indicates that the RESPONDENT owns the real property located at: 2500 WILTON Drive, WILTON MANORS, FL 33305 and more particularly described as follows: **Folio No.:** 494226051050

SEE EXHIBIT "A" LEGAL DESCRIPTION

Based upon the statements made by the RESPONDENT and/or the evidence and testimony submitted by the PETITIONER, the RESPONDENT is hereby found to be:

X **In Violation** **Dismissed** **Continued to:** _____ at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

-FINES / FEES-

ADMINISTRATIVE COSTS: $ 200.00 TOTAL AMOUNT DUE: $ _____

FINE AMOUNT: $ _____ PAYMENT DUE DATE: 11/6/23

-TIME / PENALTY-

And the RESPONDENT is given until 12/13/23 to remedy the violation. Failure to do so will result in a **per diem fine of** TWO HUNDRED FIFTY DOLLARS ($ 250.00) for each day the RESPONDENT'S property remains in violation beyond the date set for compliance. This matter is scheduled for a certification hearing on 3/6/24 at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

WITNESSES: **HOLINKO** **MOORE** **STOUT** **WELLINGTON** X **ALBERRO** AND: _____

EVIDENCE PRESENTED: X **Proof of Service** **BCPA** X **Photos** Other _____

Failure to correct the violation and pay the accrued fines / fees by date required may result in the execution of a NOTICE OF LIEN which may be recorded in the public records of Broward County, Florida, thereafter constituting a lien on the real or personal property of the RESPONDENT as provided by law.

****

Done and Ordered this 4th day of OCTOBER, 2023 CITY OF WILTON MANORS, FLORIDA

_____ Theresa Edwards
Clerk to the Hearing Officer HEARING OFFICER

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this **October 4, 2023** by Thomas J. Ansbro or Theresa Edwards, Hearing Officer and Kim Holinko, Clerk to the Hearing Officer, who are personally known to me or who have produced _____ as identification.

Faith Lombardo
_____ Notary Public

_____ My Commission Expires

_____ Serial Number, if any

FAITH LOMBARDO
Notary Public - State of Florida
Commission # HH 198428
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

WILTON MANORS POLICE DEPARTMENT
CODE COMPLIANCE UNIT
Gary Blocker
Chief of Police
Life's Just Better Here
2020 WILTON DRIVE WILTON MANORS • CODECOMPLIANCE @WMPD.ORG • 954-390-2151

October 24, 2024

Mr. Innocent Webert
NWS Properties
4519 Pine Island RD
Sunrise FL, 33305

Dear Mr. Webert,

I am compelled to bring to your immediate attention the alarming state of the property managed by NWS Properties, which currently faces multiple active code violations and outstanding liens. This situation not only undermines the safety and well-being of our community, but also reflects a gross mismanagement that cannot be overlooked.

The violations are not merely administrative oversights; they represent serious risks that demand urgent resolution. Your failure to address these issues has resulted in the misallocation of public safety resources, which could be better directed toward enhancing community welfare. In addition, there are two recorded liens on the property filed with Broward County, both of which continue to accrue daily fines. Case 23-001947 as of todays date is $79,000.00, Case 23-001854 is at $110,000.00, and Case #24-002277 is an open case to address your continued failures as a property management company.

It is unacceptable for NWS Properties to continue operating in this manner. I expect you to take immediate, concrete steps to rectify these violations. Failure to do so will leave us with no choice but to escalate this matter further, including potential legal action up to and including foreclosure, to enforce compliance.

Please respond with a detailed plan of action. Our community deserves better, and it is your responsibility to ensure that this property meets the required standards for safety and compliance.

When you are genuinely committed to bringing your property into compliance, and employing an action plan to maintain sustained compliance, contact Code Supervisor Abel Alberro at (954) 390.2157 or aalberro@wmpd.org. Thank you for your prompt attention to this critical issue.

Respectfully,

Gary Blocker
Chief of Police
(954) 390.2158
gblocker@wmpd.org

Code Case #23-001947

Initial Violation Photos – Taken June 15, 2023 by Supv. Abel Alberro





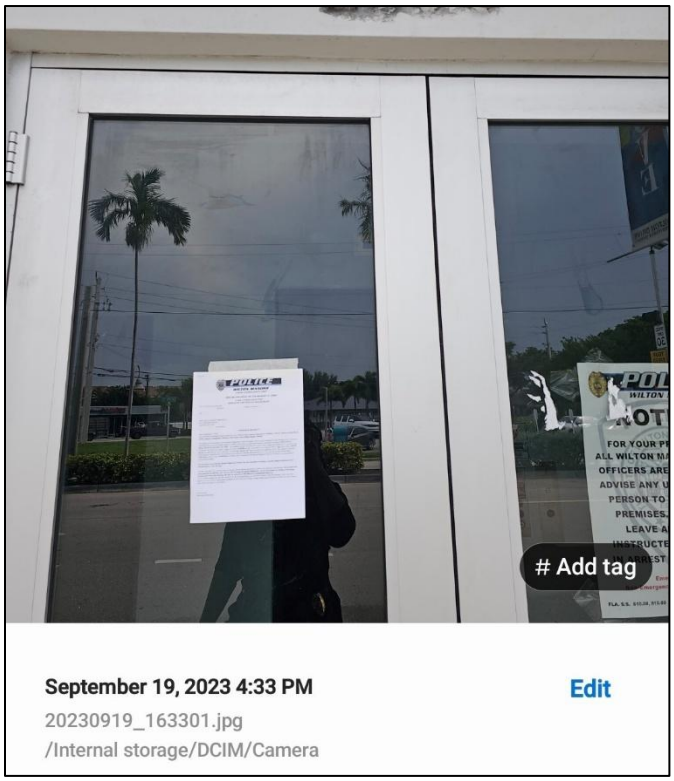




Notice of Violation Posting by CCO Henry Stout – Taken June 29, 2023 by CCO H. Stout



Notice of Hearing Posting by CCO N. Taylor-Wellington – Taken Sep. 19, 2023 by CCO NTW



Final Order Posting by CCO N. Taylor-Wellington – Taken October 10, 2023 by CCO NTW



Quality Assurance Review Photos – Taken October 27, 2025 by Chief Gary Blocker



Add a Caption

Monday • Oct 27, 2025 • 2:00 PM Adjust
IMG_1495



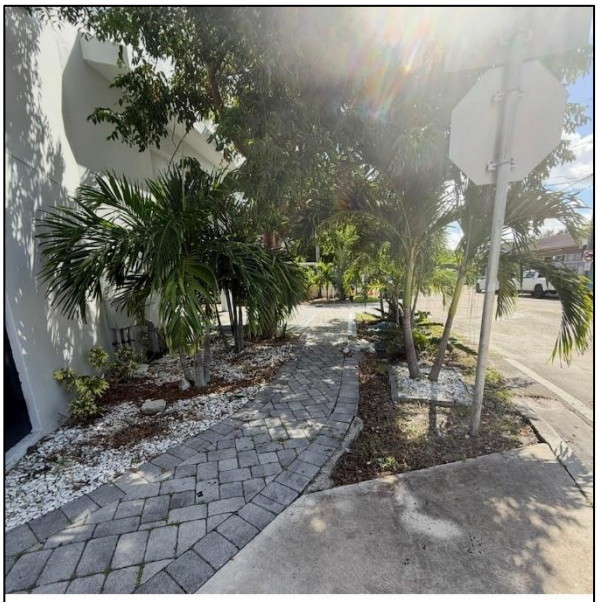
Add a Caption

Monday • Oct 27, 2025 • 1:59 PM Adjust
IMG_1492



Add a Caption

Monday • Oct 27, 2025 • 2:00 PM Adjust
IMG_1493



Add a Caption

Monday • Oct 27, 2025 • 1:59 PM Adjust
IMG_1491



Add a Caption

Monday • Oct 27, 2025 • 1:59 PM Adjust

IMG_1490



Add a Caption

Monday • Oct 27, 2025 • 1:58 PM Adjust

IMG_1486



Add a Caption

Monday • Oct 27, 2025 • 1:58 PM Adjust

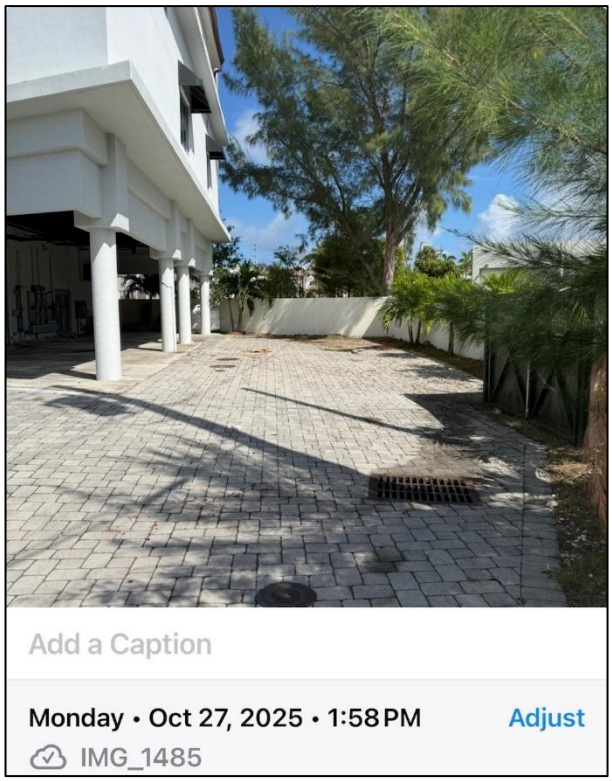
IMG_1487



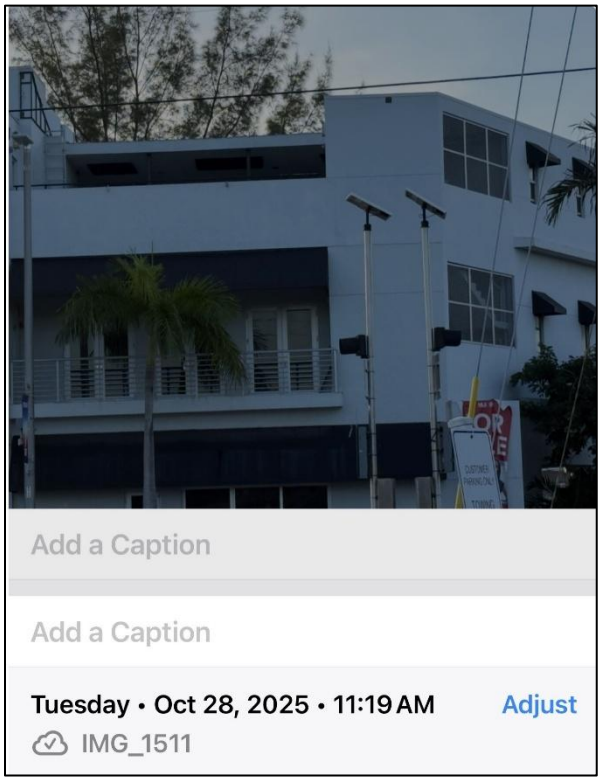
Add a Caption

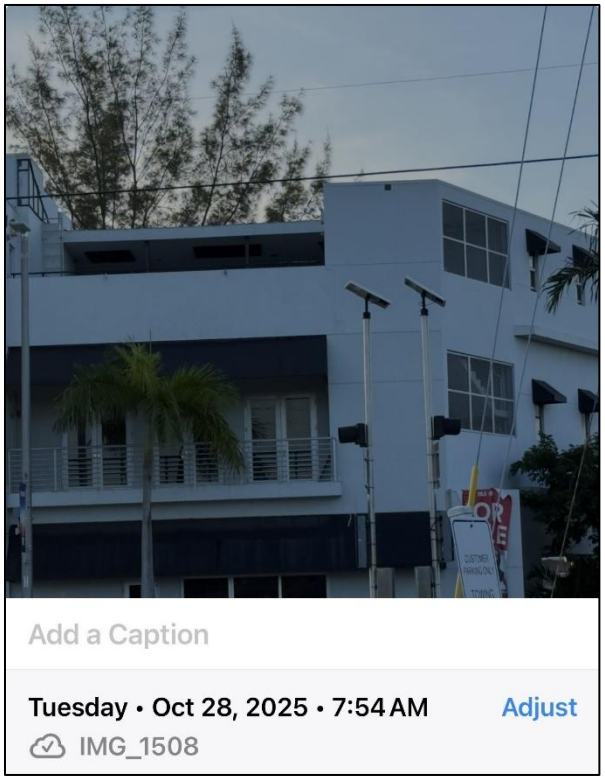
Monday • Oct 27, 2025 • 1:58 PM Adjust

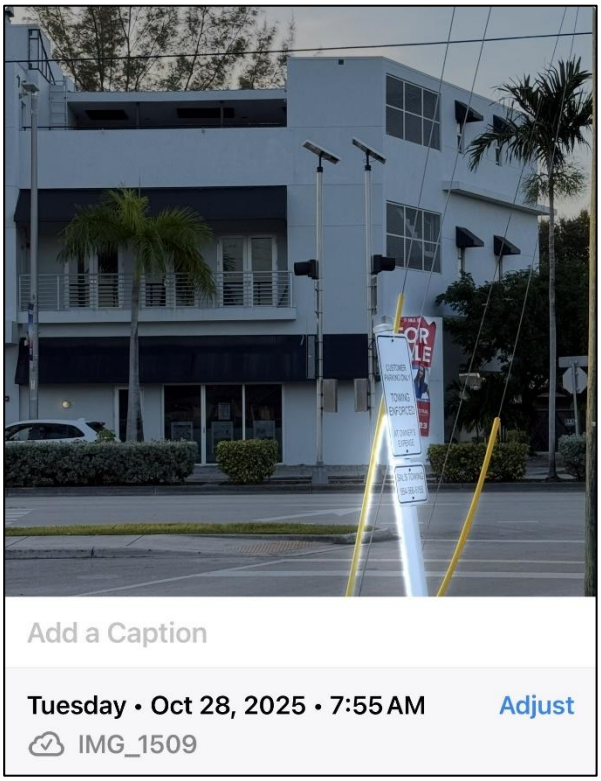
IMG_1489

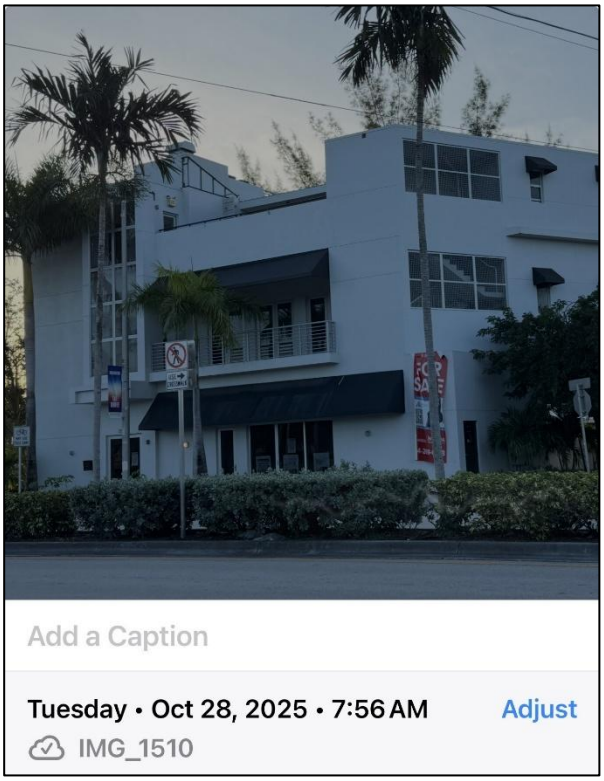


Quality Assurance Review Photos – Taken October 28, 2025 by Chief Gary Blocker



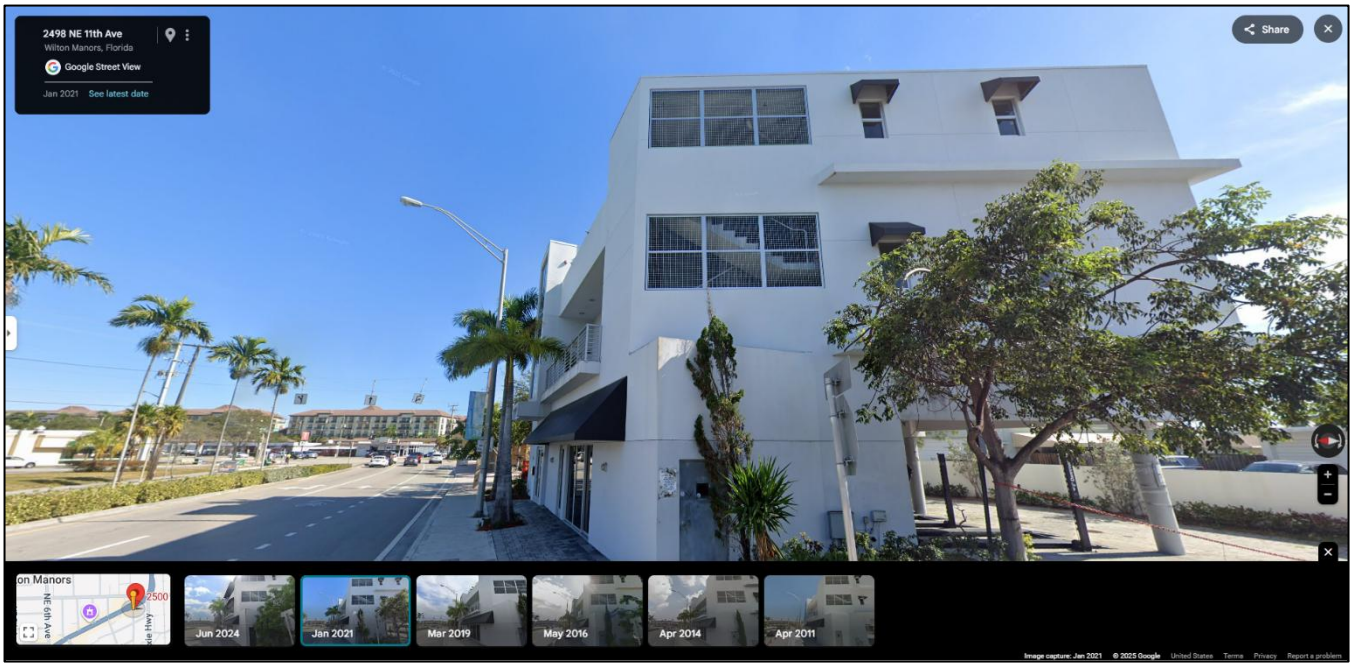




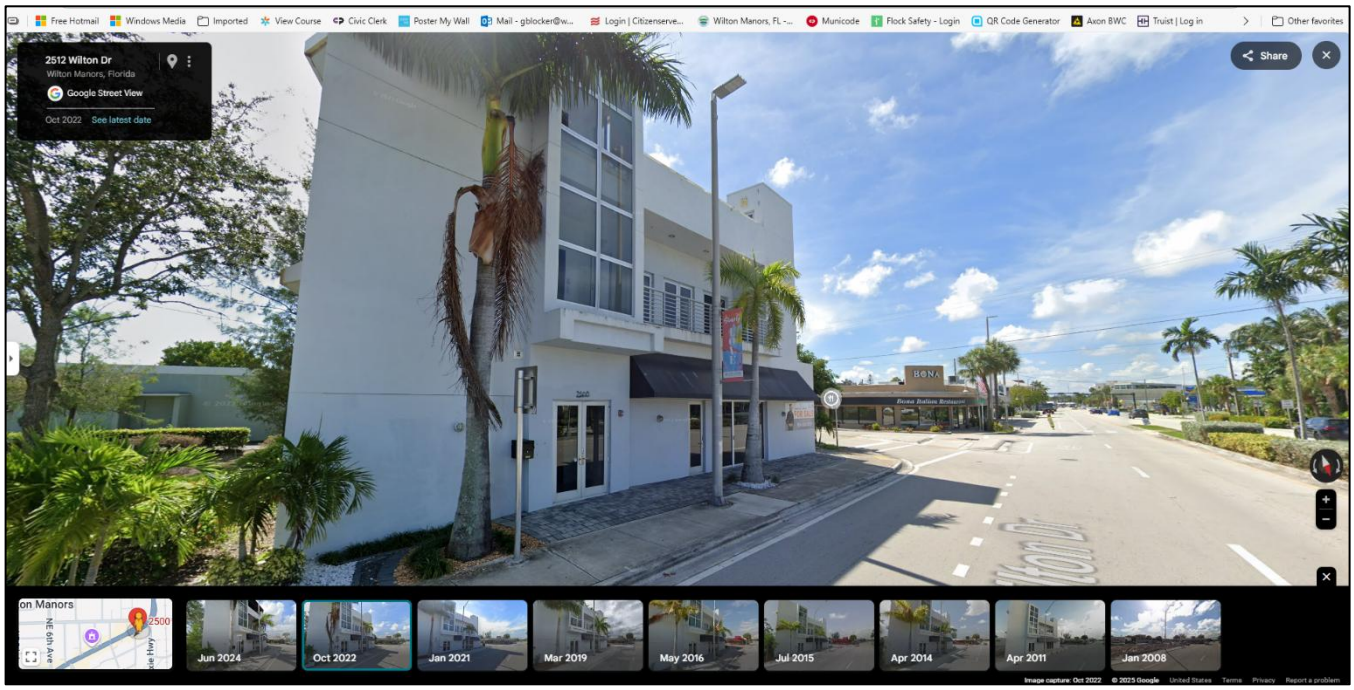


Quality Assurance Investigative Photos

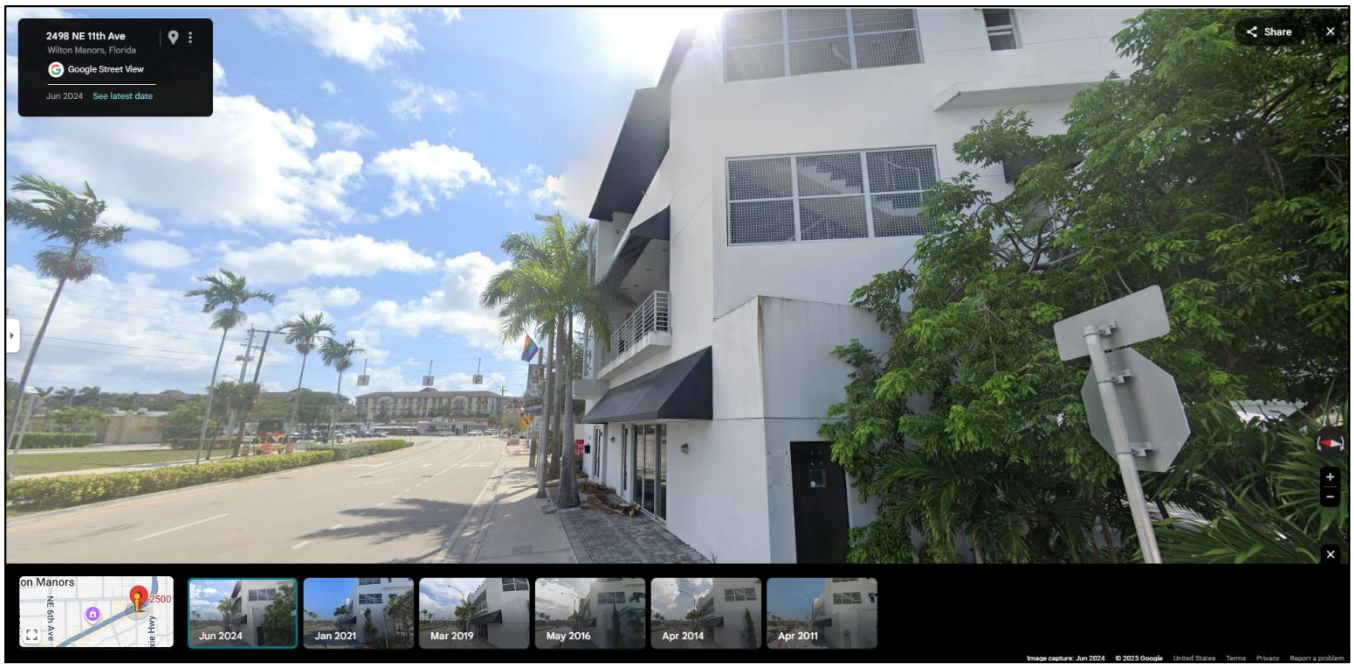
Google Streetview - January 2021 – No Roof Canopy



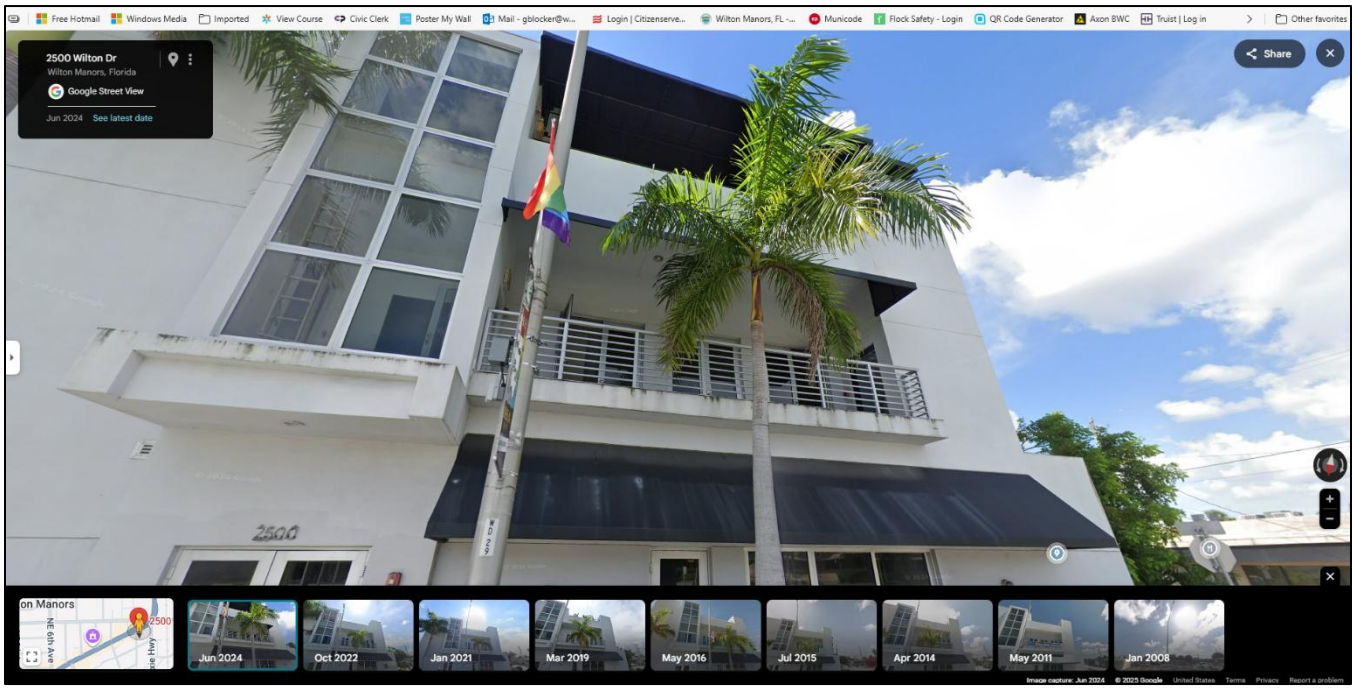
Google Streetview – October 2022 – No Roof Canopy



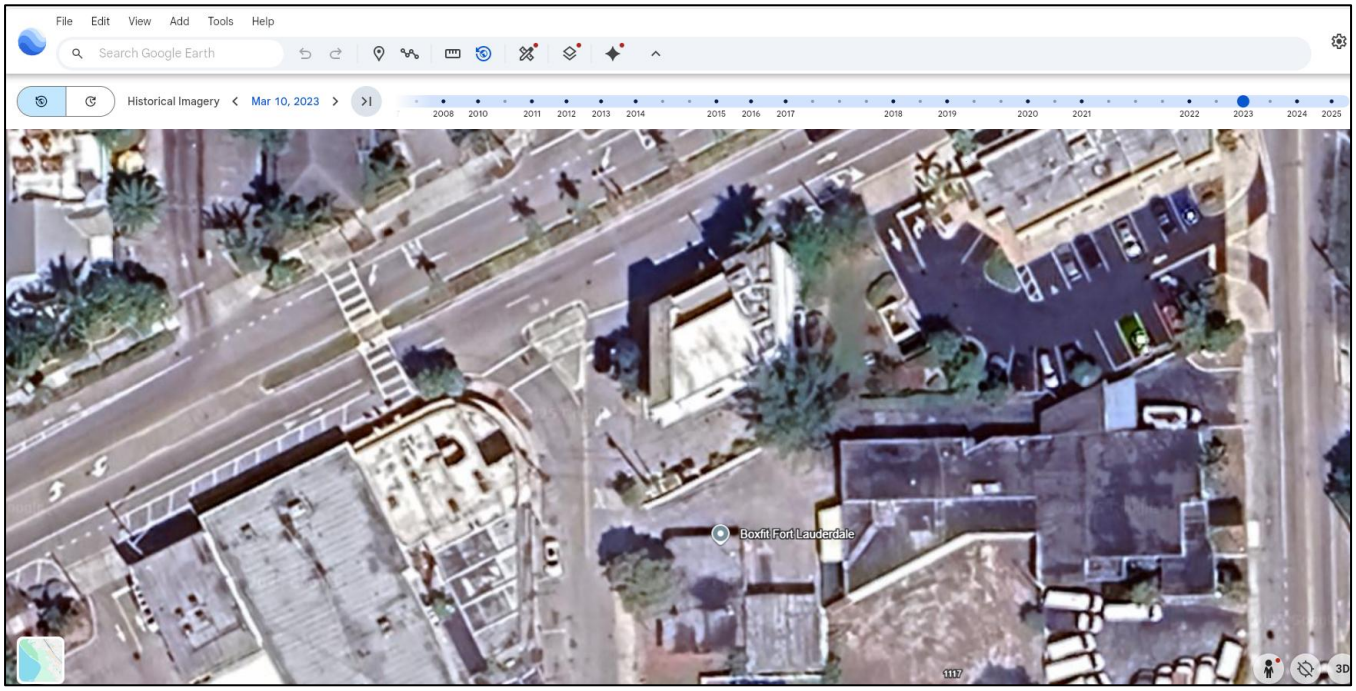
Google Streetview – June 2024 – Roof Canopy Present



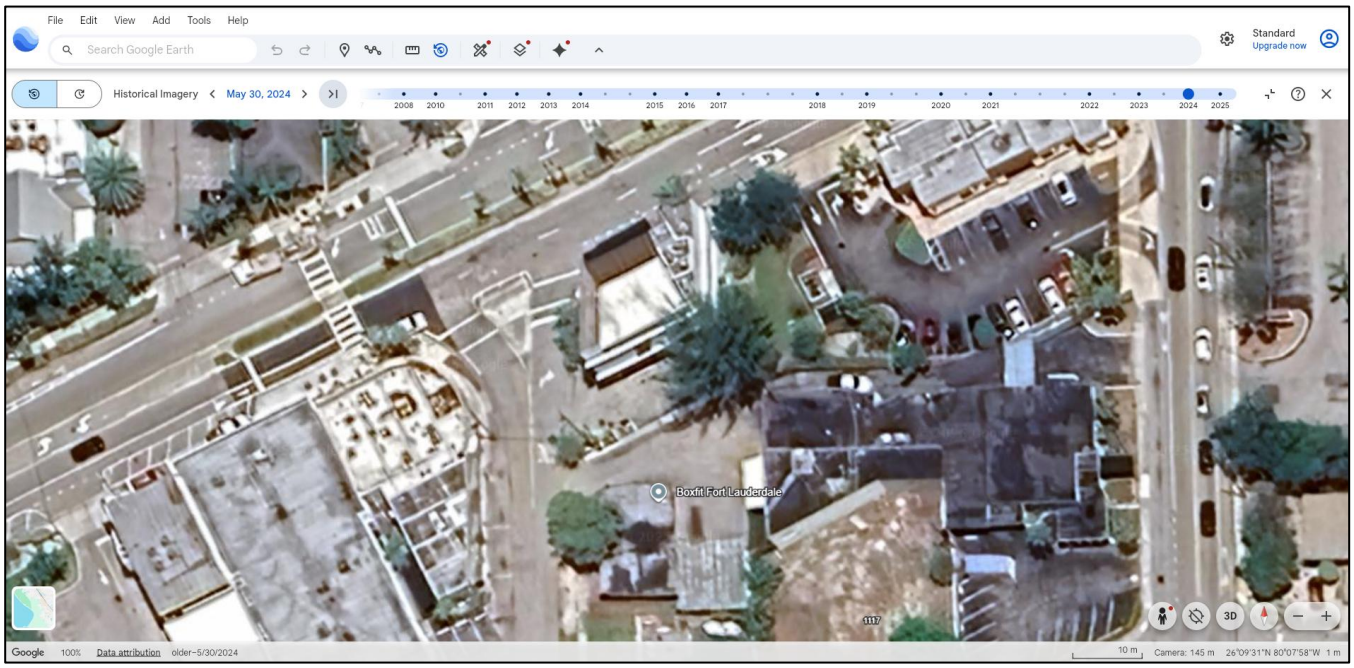
Google Streetview – June 2024 – Roof Canopy Present



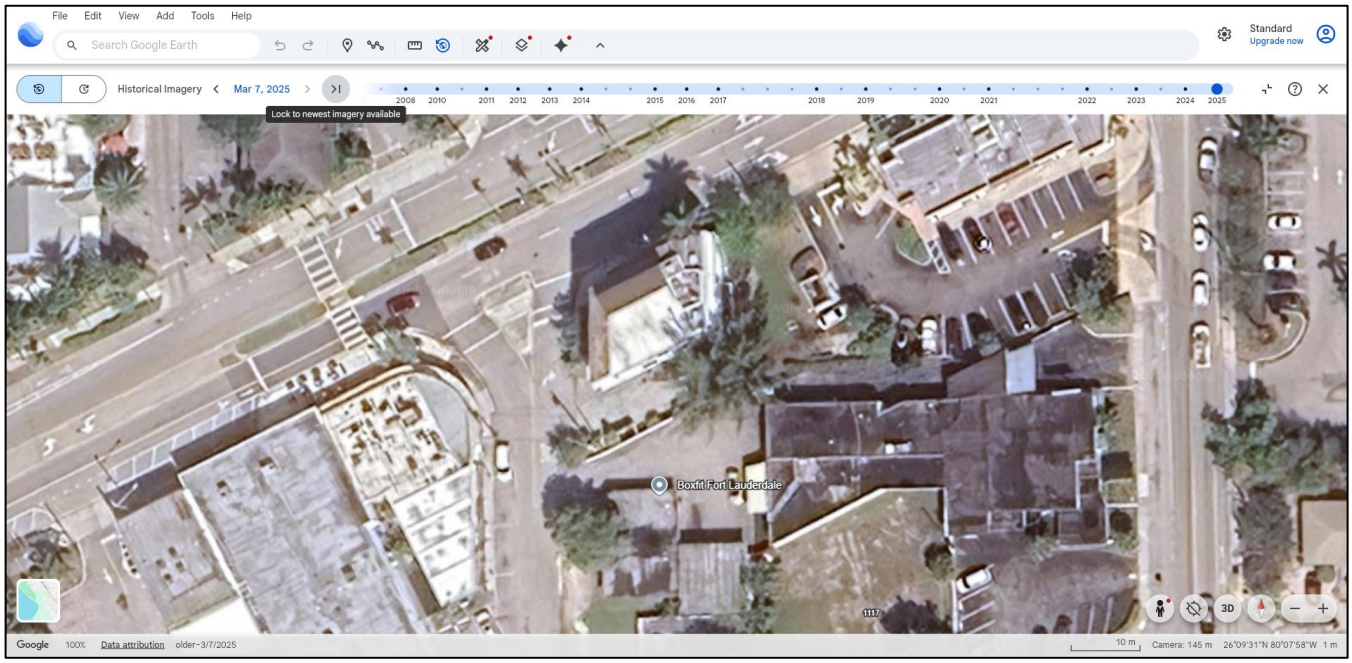
Google Earth – March 10, 2023 – No Roof Canopy Present



Google Earth – May 30, 2024 – Roof Canopy Present



Google Earth – March 7, 2025 – Roof Canopy Present



CFN # 110363631, OR BK 48287 Page 113, Page 1 of 2, Recorded 11/04/2011 at 03:40 PM, Broward County Commission, Doc. D $6167.70 Deputy Clerk 1037

PREPARED BY:
Record & Return to:
CHARLES E. BUTLER III
315 SE 7TH ST-1ST FLOOR
FORT LAUDERDALE, FL 33301

Folio # 4942 26 05 1050

WARRANTY DEED

This Indenture, made this 4th day of **November, 2011**, **BETWEEN**
2500 WILTON DRIVE INC., a Florida corporation
whose post office address is:101 Plaza Real South, #906, Boca Raton, FL 33432,of the County of Palm Beach, State of Florida, **Grantor***, and
SIMPLY DELISH LLC, a Florida Limited Liability Company
whose post office address is:4100 Galt Ocean Blvd, #914,Ft. Lauderdale, FL 33308 of the County of Broward, State of Florida, **Grantee***,

WITNESSETH that said grantor, for and in consideration of the sum of TEN Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to wit;

SEE ATTACHED LEGAL

Subject to easements, reservations and restrictions common to the plat of AMENDED PLAT OF UNIT 1, WILTON MANORS and taxes for the year 2012.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

2500 Wilton Drive Inc.

(print) Justin L. Paul

By: Joseph Falso, president

(print) Barbara Butler

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 4th day of November, 2011 by Joseph Falso, president on behalf of 2500 Wilton Drive Inc. who is (or are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

(print) CHARLES E. BUTLER III

My Commission expires:

CHARLES E. BUTLER III
MY COMMISSION # EE 136209
EXPIRES: December 3, 2015
Bonded Thru Notary Public Underwriters

2

LEGAL DESCRIPTION

That portion of Block 29 of the AMENDED PLAT OF UNIT 1, WILTON MANORS, according to the Plat thereof recorded in Plat Book 15, Page 1, of the Public Records of Broward County, Florida, described as follows:

Beginning at the intersection of the extensions of the West and Northerly boundaries of said Block 29; thence Easterly along the Northerly boundary of said Block 29 a distance of 76.22 feet; thence South and parallel with the said West boundary of Block 29 a distance of 80 feet; thence Westerly and parallel with the Northerly boundary of said Block 29 a distance of 76.22 feet to the West boundary of said Block 29; thence North along the said West boundary a distance of 80 feet to the Point of Beginning; said land situate, lying and being in Wilton Manors, Broward County, Florida.

Instr# 117395433 , Page 1 of 3, Recorded 07/02/2021 at 10:31 AM
Broward County Commission
Deed Doc Stamps: $10150.00

Prepared By:
Nemia L. Schulte, PA
2401 E. Atlantic Blvd, Suite 210
Pompano Beach, FL 33062

Parcel ID Number: 4942 26 05 1050

Warranty Deed

This Indenture, Made this 25th day of June , 2021 A.D., **Between**
Simply Delish, LLC, a Florida limited liability company

of the County of Broward , State of Florida , **grantor,** and
NWS Management Group, LLC, a corporation existing under the laws of the State of Florida
whose address is: 4519 Pine Island Road, Sunrise, FL 33351

of the County of Broward , State of Florida , **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Broward State of Florida to wit:

SEE EXHIBIT "A"
(Legal Description)

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 2021.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

Warranty Deed - Page 2

Parcel ID Number: 4942 26 05 1050

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Simply Delish, LLC, a Florida limited liability company

Printed Name: JENNIFER A. DAVIS
Witness

By: _____ (Seal)
Kameljit Samra, Manager
P.O. Address: 4100 Galt Ocean Blvd, Unit 914
Fort Lauderdale, FL 33308

Printed Name: Nemia L. Schulte
Witness

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 25th day of June , 2021 by Kameljit Samra, Manager of Simply Delish, LLC, a Florida limited liability company who is personally known to me or who has produced her Florida driver's license as identification.

Printed Name: Nemia L. Schulte
Notary Public
My Commission Expires:

Nemia L. Schulte
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG947627
Expires 3/17/2024

EXHIBIT "A"

That portion of Block 29 of the AMENDED PLAT OF UNIT 1, WILTON MANORS, according to the plat thereof as recorded in Plat Book 15, Page 1, Public Records of Broward County, Florida, described as follows:

Beginning at the intersection of the extensions of the West and Northerly boundaries of said Block 29; thence Easterly along the Northerly boundary of said Block 29 a distance of 76.22 feet; thence South and parallel with the said West boundary of Block 29 a distance of 80 feet; thence Westerly and parallel with the Northerly boundary of said Block 29 a distance of 76.22 feet to the West boundary of said Block 29; theme North along the said West boundary a distance of 80 feet to the Point of Beginning.

Instr# 119923348, Page 1 of 2, Recorded 11/26/2024 at 11:03 AM
Broward County Commission
Deed Doc Stamps: $140.00

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 11/19/2024 4:30:00 PM.****

In the Circuit Court of the Seventeenth Judicial Circuit
In and for Broward County, Florida

SIMPLY DELISH, LLC
Plaintiff

VS.

NWS MANAGEMENT GROUP, LLC ; INNOCENT, WEBERT , CITY OF WILTON MANORS ; PINES PLAZA SHOPS, LLC
Defendant

CACE-23-018282
Division: 02

Certificate of Title

The undersigned, Brenda D. Forman, Clerk of the Court, certifies that she executed and filed a certificate of sale in this action on November 05, 2024, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Broward County, Florida:

That portion of Block 29 of the AMENDED PLAT OF UNIT 1, WILTON MANORS, according to the plat thereof as recorded in Plat Book 15, Page 1, Public Records of Broward County, Florida, described as follows:

Beginning at the intersection of the extensions of the West and Northerly boundaries of said Block 29; thence Easterly along the Northerly boundary of said Block 29 a distance of 76.22 fee; thence South and parallel with the said West boundary of Block 29 ad distance of 80 feet; thence Westerly and parallel with the Northerly boundary of said Block 29 a distance of 76.22 feet to the West boundary of said Block 29; thence North along the said West boundary a distance of 80 feet to the Point of Beginning; said land situate, lying and being in Wilton Manors, Broward County, Florida.

A/K/A: 2500 Wilton Drive, Wilton Manors, Florida 33305

Was sold to: SIMPLY DELISH, LLC
C/O NEMIA L. SCHULTE, P.A. 351 S. Cypress Road, Suite 100 Pompano Beach, FL, 33060

Witness my hand and the seal of this court on November 19, 2024 .

CLERK OF CIRCUIT & COUNTY COURT IN GOD WE TRUST FLORIDA BROWARD COUNTY

Brenda D. Forman

Brenda D. Forman, Clerk of the Circuit & County Court
Broward County, Florida

CIRCUIT CIVIL 2024 NOV 19 PM 3 46 FILED FOR RECORD CLERK OF CIRCUIT COURT BROWARD COUNTY, FLA

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 11/19/2024 4:30:00 PM.****

Total consideration: $20,000.00
Doc Stamps: $140.00

CIRCUIT CIVIL 2024 NOV 19 PM 3 46 FILED FOR RECORD CLERK OF CIRCUIT COURT BROWARD COUNTY, FLA.

TO: Note to File

FROM: Gary Blocker, Chief of Police

DATE: October 27, 2025

REFERENCE: Quality Assurance Review – Lien Foreclosure - Case 23-001854

QUALITY ASSURANCE REVIEW - LIEN FORECLOSURE

Case #: 23-001854 **Case opened on:** June 5, 2023 **Code Officer:** Supv. Abel Alberro

Owner Name: NWS Management Group, LLC
Property Address: 2500 Wilton Drive, Wilton Manors, FL 33305

Violations		
Section	**Title**	**Description**
Sec. 060-010(B)	Work w/o Building Permits	Wood decking and beams, wood bar/counters, and wood stage.
Sec. 10-1	Business Tax Receipt Required	Operating business w/o license.
Notice of Violation		
Certified Mail Sent		June 6, 2023
Certified Mail Delivered		In Transit
Certified Mail Signature		☐ Yes ☒ No
Posted on Property		June 6, 2023
Special Magistrate		
☒ In Violation ☐ No Violation		July 12, 2023
Property Representative Present		☐ Yes ☒ No
Property Representative Name(s)/Relation		-----
Final Order		
Certified Mail Sent		July 12, 2023
Certified Mail Delivered		Still in transit
Certified Mail Signature		☐ Yes ☒ No
Posted on Property		July 13, 2023
Order Imposing Fine and Lien		
Certified Mail Sent		October 4, 2023
Certified Mail Delivered		October 17, 2023
Certified Mail Signature		☒ Yes ☐ No
Posted on Property		October 11, 2023
Fines Assessed / ($) per day		
$250.00 Fine Start Date		August 12, 2023
Certification Date		October 4, 2023
Lien Filed w/ County		February 7, 2024
Compliance Date		June 1, 2024
Days in Violation		294 days x $250 = $73,500.00

Administrative Fee Paid ($200.00)	☐ Yes ☒ No
Total Lien	$73,700.00

Violations with Compliance Dates			
Section	**Title**	**Compliance Dates**	**Current Status as of 10.27.25**
Sec. 060-010(B)	Work w/o Building Permits	June 1, 2024	In compliance.
Sec. 10-1	Business Tax Receipt Required	June 1, 2024	In compliance.

FILE SUMMARY REPORT
October 27, 2025

FILE INFORMATION

File #:	23-001854	**Address:**	2500 WILTON Drive
Status:	Lien Foreclosure - Staff	**Parcel #:**	494226051050
Open Date:	06/05/2023	**Description:**	Failure to adhere to work w/o permits and business tax receipt ordinance.
Close Date:		**Owner Name:**	NWS MANAGEMENT GROUP LLC
Type:	Code Compliance	**Owner Address:**	4519 PINE ISLAND RD Sunrise, FL 33351

INSPECTIONS

TYPE	INSPECTION DATE	INSPECTOR	DESCRIPTION	STATUS
Inspection	06/05/2023	Abel Alberro	While inspecting the area I noticed work being conducted at the above property and was not able to find permits on file nor a business tax receipt. I issued an NOV with Summons.	
Inspection	06/06/2023	Nadia Taylor-Wellington	NOV POSTING	
Inspection	07/13/2023	Henry Stout	FINAL ORDER POSTING	
Re-Inspection	07/25/2024	Abel Alberro	NO PERMITS ON FILE OR LBT ON FILE 7/25/25	
Re-Inspection	10/27/2025	Abel Alberro	Compliance was achieved once the removal of the stage was done. Property owners did not contact Code but inspections and google images showed that the wood structure was not there on June 4th 2024. 297 days out of compliance x $250 = $74,250.00 Plus $150 admin fees = $74,400.00.	

ACTIVITIES

TYPE	ACTIVITY DATE	ASSIGNED TO	DESCRIPTION	STATUS
Notice of Violation with Summons	06/05/2023	Abel Alberro		
Mail Sent - NOV With Summons	06/06/2023	Abel Alberro	9414811898765420001174 NWS MANAGEMENT GROUP LLC 4519 PINE ISLAND RD SUNRISE FL 33351	
Special Magistrate Hearing	07/12/2023	Abel Alberro	7/12/23 IN VIOLATION - GIVEN UNTIL 8/11/23 OR $250 PER DAY + $200 ADMIN FEE DUE BY 8/11/23. FINES TO BE CERTIFIED ON 10/4/23	In Violation
Mail Sent - Final Order	07/18/2023	Kim Holinko	Label # 9414811898765414533087	
Special Magistrate Hearing	10/04/2023	Abel Alberro	7/12/23 IN VIOLATION - GIVEN UNTIL 8/11/23 OR $250 PER DAY + $200 ADMIN FEE DUE BY 8/11/23. FINES TO BE CERTIFIED ON 10/4/23. 10/4/23 - FINES WERE CERTIFIED.	Certified
Posting Properties	10/11/2023	Nadia Taylor-Wellington	OIFL POSTING	

Mail Sent - Certification Order	10/13/2023	Kim Holinko	Label # 9414811898765499066906
Mail Received - Return Receipt	10/17/2024	Kim Holinko	10/17/23
Mail Received - Signed Green Card	10/17/2024	Kim Holinko	10/17/23
Mail Received - USPS Print Out	10/17/2024	Kim Holinko	SEE DOCS
Mail Sent - Final Order	10/24/2024	Rachelle Malaczewski	LETTER FROM CHIEF BLOCKER CERTIFIED MAIL Label # 9414811898765486515967
Permit Check	12/13/2024	Kim Holinko	NO PERMITS APPLIED FOR AS OF TODAY
Permit Check	10/01/2025	Kim Holinko	STILL NO PERMITS APPLIED FOR
Lien Foreclosure - Staff	10/27/2025	Gary Blocker	On Monday October 27, 2025 I conducted a quality assurance review of this case file related to potential lien foreclosure action. I reviewed the case file and did not locate a printout of the Broward County Property Appraiser property owner information at the time this case was opened. I researched the BCPA's website and located the warranty deeds dated June 25, 2001, November 4, 2011 and November 19, 2024, and attached them to the case file. I took photographs of the property in its current condition showing all violations associated with this case have complied as the wood decking and beams, bar and stage were no longer present. I researched CitizenServe in search of a potential compliance date, and did not locate one. I researched Google Maps Streetview and identified an image taken June 2024 that showed compliance had been achieved. This image was attached to this case file, and June 1, 2024 was used as the compliance date in this case. This means the property was out of compliance for 294 days x $250 + $200.00 administrative fee equals a grand total lien of $73,700.00. I located two additional liens against this property documented under case #'s 23-001947 and 24-002881. These three case files will be provided to the legal department for further review.

VIOLATIONS

VIOLATION	STATUS	DATES	COMMENTS
Sec. 060-010(B) Building Permit - Required Permit Approvals - building permit	Open	Open Date: 06/05/2023 Close Date:	Work without permits. Obtain all applicable permits from the City, pass applicable inspections, and have the permit finalized and closed by the City. For permitting information contact the Community Development Services Department at (954) 390.2180.
Sec. 10-1. - Required. - Local Business Tax Receipts	Open	Open Date: 06/05/2023 Close Date:	Obtain business tax receipt from the City of Wilton Manors to operate business.

DOCUMENTS

SOURCE	DOCUMENT NAME	DATE	CREATED BY
Photo	IMG_0006 (28).JPG	06/05/2023	Abel Alberro
Photo	IMG_0005 (27).JPG	06/05/2023	Abel Alberro
Photo	IMG_0004 (26).JPG	06/05/2023	Abel Alberro
Photo	IMG_0003 (23).JPG	06/05/2023	Abel Alberro

Photo	IMG_0002 (25).JPG	06/05/2023	Abel Alberro
Merge document	Notice of Violation with Summons.htm	06/05/2023	Abel Alberro
Case Photo	2500 WILTON DRIVE.jpg	06/06/2023	Nadia Taylor-Wellington
Case Photo	image.jpg	07/13/2023	Henry Stout
SMH Final Order	FO 23-1854 NWS MGT 7-12-23.pdf	08/22/2023	Kim Holinko
Other	OIFL 23-1854 10-4-23.pdf	10/07/2023	Kim Holinko
Case Photo	IMG_1717.JPG	10/11/2023	Nadia Taylor-Wellington
Order Imposing Fine & Lien	OIFL TRUE COPY 23-1854.pdf	01/25/2024	Kim Holinko
RECORDED LIEN	RECORDED LIEN 2500 WILTON DR NWS MGMT 23-1854.pdf	02/09/2024	Kim Holinko
Certified Mail	SERVICE 23-1854 FO EDC 9414811898765499066906-20231018.pdf	10/17/2024	Kim Holinko
Certified Mail	SERVICE 23-1854 FO SIG 9414811898765499066906.pdf	10/17/2024	Kim Holinko
Photo	Front of Door to Property with Address (GB146-102725).jpg	10/27/2025	Gary Blocker
Photo	Front of Property with Realtor Sign (2) (GB146-102725).jpg	10/27/2025	Gary Blocker
Photo	Front of Property with Realtor Sign (GB146-102725).jpg	10/27/2025	Gary Blocker
Photo	Trash and Unkept Paver Bricks - South Side of Property (2) (GB146-102725).jpg	10/27/2025	Gary Blocker
Photo	Trash and Unkept Paver Bricks - South Side of Property (GB146-102725).jpg	10/27/2025	Gary Blocker
Photo	Property Covered Parking Lot - Absent Bar and Stage (2) (GB146-102725).jpg	10/27/2025	Gary Blocker
Photo	Property Covered Parking Lot - Absent Bar and Stage (GB146-102725).jpg	10/27/2025	Gary Blocker
Photo	Property Parking Lot - Absent Wood Decking and Beams (2) (GB146-102725).jpg	10/27/2025	Gary Blocker
Photo	Property Parking Lot - Absent Wood Decking and Beams (GB146-102725).jpg	10/27/2025	Gary Blocker
Photo	Compliance Achieved via Google Maps Streetview (June 1, 2024) (GB146-102725).png	10/27/2025	Gary Blocker
Online Document Upload	Warranty Deed - June 25, 2021.pdf	10/27/2025	Gary Blocker
Online Document Upload	Warranty Deed - November 4, 2011.pdf	10/27/2025	Gary Blocker
Online Document Upload	Warranty Deed - November 19, 2024.pdf	10/27/2025	Gary Blocker
Online Document Upload	BCPA - 2500 WILTON DRIVE (GB146-102725).pdf	10/27/2025	Gary Blocker

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

NOTICE OF VIOLATION

DATE: June 05, 2023

NWS MANAGEMENT GROUP LLC
4519 PINE ISLAND RD
Sunrise , FL 33351

VIOLATION ADDRESS: 2500 WILTON Drive, WILTON MANORS, FL 33305
CASE #: 23-001854

In the name of the City of Wilton Manors, Florida, the undersigned certifies that City of Wilton Manors Police Officers and/or Code Compliance Officers have made inspections, or received an Affidavit of Complaint, regarding the above premises and/or personal property on the above date and has just and reasonable grounds to believe that you are in violation of a section of the City of Wilton Manors Code of Ordinances as follows:

DESCRIPTION OF VIOLATION(S): Failure to adhere to city's work w/o permits and inspections ordinance and business tax receipt. to wit:
1. Obtain applicable permits and inspections for all work including but not limited to wood bar, and stages from the city's building dept. and have the permits closed and finaled by a building inspector. Violation will not be closed until all permits are finaled.
2. Obtain business tax receipt to operate a business from the City of Wilton Manors licensing department.
3. Send proof of permits and licensing to Code Unit at: aalberro@wmpd.org.
4. For permit information contact: 954-390-2180.

DAYS TO COMPLY: 30 days from receipt of this Notice.

CASE #23-001854

Sec. 060-010(B) Building Permit
(B) Building permit, site improvement permit. Generally required for development pertaining to buildings, structures and infrastructure. Building permits are required pursuant to the Florida Building Code. The building or site improvement permit and certificate of occupancy represent the last point in the development review process. All other approvals, permits and certificates required by this Article must be applied for and obtained before an application for such permits may be considered for approval by the City. Applications for building permits shall be consistent with all previous approvals, including but not limited to, the site plan, plat, and conditional use approvals. No development shall occur until and unless the Department has issued a building or site improvement permit for that development.

MEANS OF CORRECTION: Work without permits. Obtain all applicable permits from the City, pass applicable inspections, and have the permit finalized and closed by the City. For permitting information contact

the Community Development Services Department at (954) 390.2180.

CASE #23-001854

Sec. 10-1. - Required.
(a) All persons engaging in or managing any business, profession or occupation in the City, shall be required to have a City license. No person shall engage in or manage such business, profession or occupation until after having been registered and without first having obtained the required license and paid the amount of such local business tax receipt (also known as license(s)).
(b) Such local business tax receipt is hereby levied on any person who:
(1) Maintains a permanent business location or branch office within the City for the privilege of engaging in or managing any business within the City;
(2) Maintains a permanent business location or branch office within the City for the privilege of engaging in or managing any profession or occupation within the City;
(3) Does not qualify under the provisions of subsection (1) or (2) above and who transacts any business or engages in any occupation or profession in interstate commerce where such business tax is not prohibited by Section 8, Article 1 of the United States Constitution.

MEANS OF CORRECTION: Obtain business tax receipt from the City of Wilton Manors to operate business.

This is an official notice to make you aware of violation(s) of the City Wilton Manors Code of Ordinances and/or the Florida Building Code, Broward County Edition. If you have any questions or would like additional information regarding this notice please call the officer listed below. Failure to correct the violation(s) within above time frame shall result in the case being heard before the Special Magistrate.

WHEN THE ABOVE LISTED VIOLATION IS CORRECTED YOU MUST CONTACT THE OFFICER FOR A RE-INSPECTION TO ENSURE THAT YOUR PROPERTY IS IN COMPLIANCE. IF YOU NEED TO MEET WITH A CODE OFFICER, PLEASE MAKE AN APPOINTMENT WITH THEM. THANK YOU.

RELATING TO WORK WITHOUT PERMITS

*****IF YOU ARE BEING CITED FOR WORK WITHOUT PERMITS, PLEASE KNOW THAT YOU ARE NOT IN COMPLIANCE UNTIL THE PERMIT IS FINALED BY THE COMMUNITY DEVELOPMENT SERVICE DEPARTMENT** APPLYING FOR OR OBTAINING A PERMIT WILL NOT MEET COMPLIANCE STANDARDS.***

162.06 Enforcement procedure. (5) If the owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall: (a) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee. (b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor. (c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding. (d) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

If you decide to appeal any decision made by the Special Magistrate, you will need a record of the proceedings. In the case of an appeal, you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Abel Alberro

954-390-2157
aalberro@wmpd.org

POLICE

WILTON MANORS

CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

FAILURE TO COMPLY – SUMMONS TO APPEAR

Should you fail to comply with the above violation by the compliance date, you shall appear before the Special Magistrate on July 12, 2023 at 2:00 PM in the Commission Chambers at City Hall, 2020 Wilton Drive, Wilton Manors, Florida 33305.

Should you be found in violation of the Municipal Code, the Special Magistrate may impose a fine up to $250.00 per day for the first violation, and up to $500.00 per day for a repeat violation. In addition, if the violation is irreparable and irreversible the Special Magistrate may also include fines of up to $5000.00 as well as the cost of reasonable repairs incurred by the City to bring the property into compliance, also Administrative Costs of up to $500.00.

If the violation(s) is/are corrected by the time specified, this case may still be presented before the Special Magistrate. Please contact the Code Compliance Unit at 954-390-2151 for a re-inspection.



FILE SEARCH: 24 FILES FOUND

	FILE #	STATUS	ADDRESS	OPENED	CLOSED	DISTRICT	TYPE
	11-001174	Open	2500 WILTON Drive	12/13/2011			Permitting
		SIMPLY DELISH LLC / COMM					
		Permit #: WM11-000120, WM13-001359, WM15-000844, WM17-000189, WM18-000634, WM18-000635, WM18-000656, WM19-000507					
	07-1142-B	Open	2500 WILTON Drive	10/30/2007			
		Job Name: ROOFTOP GRILL - 3 STORY COMM REST- Constr. Type: NRW 3 STORY COMM REST Struct. Type: RESTAURANTS Appl Type: Contractor: Company: L&M CONSTRUCITON MGMT. GROUP 17940 SW 83 AVENUE MIAMI FL 33157 Voice#: (786-412-8941 Cont #: CNTR-593 Cont Type: BUILDER Cont Co.: BROTEN GARAGE DOOR Cont Addr: 886 SW 12 AVENUE					
		Permit #: 07-1142-B					
	07-0903-B	Open	2500 WILTON Drive	08/12/2007			
		Job Name: ROOF TOP GRILL-COMM BU Constr. Type: NEW BUILDING-COMM Struct. Type: RETAIL Appl Type: Contractor: Company: L&M CONSTRUCITON MGMT. GROUP 17940 SW 83 AVENUE MIAMI FL 33157 Voice#: (786-412-8941 Cont #: CNTR-1754 Cont Type: BUILDER Cont Co.: RESTORE ONE Cont Addr: 149 CEDAR CREEK DR Conditions: , 07-0903-B NEW 2 STORY COMM. BSN., 07-0903-E ELEC FOR NEW 2 STORY COMM. ADDITION, 07-0903-FIRE SUPP.FOR NEW 2 STORY COMM. ADDITION (MECH), 07-0903-FIRE HOOD (NEW 2 STORY COMM. ADDITION MECH),					
		Permit #: 07-0903-B					
	06-1576-B	Open	2500 WILTON DR	11/03/2006			
		Job Name: TOWN PLACE Purpose: BUILD MULTI-UNIT HOUSING Constr. Type: PILINGS & PILE CAPS Struct. Type: CONDOMINIUM Appl Type: Contractor: Company: LCM GROUP, INC. PO BOX 660003 MIAMI SPRINGS FL 33266 Cont #: CNTR-636 Cont Type: PLUMBING Cont Co.: CAPE BACKFLOW Cont Addr: P.O BOX 291316 Conditions: ,					
		Permit #: 06-1576-B					
	06-1576-B-FENCE	Open	2500 WILTON DR	08/02/2006			
		Job Name: TOWN PLACE TEMP FENCE Constr. Type: FENCE Struct. Type: RETAIL Appl Type: Contractor: Company: NATIONAL RENT A FENCE CO 4001 N 30 AVENUE HOLLYWOOD FL 33020 Voice#: 954-965-0277 Cont #: CNTR-1315 Cont Type: Mechanical Cont Co.: KOLDAIRE (HVAC MECH) Cont Addr: 5181 NW 109 AVE Conditions: , FENCE					
		Permit #: 06-1576-B-FENCE					
	06-0674	Open	2500 WILTON Drive	04/28/2006			
		Job Name: CAVE , ANNETtE Constr. Type: Complete Demo Appl Type: Contractor: KDG dBa WildCat ConstruCtion Company: KDG dBa WildCat ConstruCtion PO BOX 2506 FORT LAUDERDALE FL 33303 Cont #: CNTR-1579 Cont Type: OWNER BUILDER Cont Co.: OWNER BUILDER Cont Addr: SEE PARCEL OWENR INFORMATION Conditions: , 06-0674-B DEMO OF COMM. BSN. - FINALED					
		Permit #: 06-0674					

	FILE #	STATUS	ADDRESS	OPENED	CLOSED	DISTRICT	TYPE
	02-0063	Open	2500 WILTON DR	01/01/2000			
		Job Name: MORTGAGE Constr. Type: REPLACE FORNT DOOR AWNINGS OF HOLLYWOOD Conditions: , 02-0063 REPLACE FORNT DOOR - CANCELLED					
		Permit #: 02-0063					
	02-0225	Open	2500 WILTON DR	01/01/2000			
		Job Name: MORTGAGE Constr. Type: PAVERS Appl Type: Contractor: Company: PAVER CENTER & SHUTTERS INC 4160 N FEDERAL HWY FORT LAUDFERDALE FL 33305 Voice#: 954-776-3338 Conditions: , 02-0225 PAVERS					
		Permit #: 02-0225					
	02-0269	Open	2500 WILTON DR	01/01/2000			
		Job Name: MORTGAGE Constr. Type: ASPHALT FLORIDA AIR SERVICES Conditions: , 02-0269 ASPHALT					
		Permit #: 02-0269					
	02-0984	Open	2500 WILTON DR	01/01/2000			
		Job Name: MORTGAGE Constr. Type: B/F CAPE B/F Cont #: CNTR-636 Cont Type: PLUMBING Cont Co.: CAPE BACKFLOW Cont Addr: P.O BOX 291316 Conditions: , 02-0984 B/F					
		Permit #: 02-0984					
	03-0699	Open	2500 WILTON Drive	01/01/2000			
		Job Name: MORTGAGE, ALLIANCE Constr. Type: REROOF CLARK ROOFING Company: CLARK ROOFING Conditions: , 03-0699 REROOF					
		Permit #: 03-0699					
	03-0778	Open	2500 WILTON Drive	01/01/2000			
		Job Name: CABARET, MARTINI Constr. Type: INTERIOR DEMO FIRST BLDG. CORP. OF FLA. Company: FIRST BLDG. CORP. OF FLA. Conditions: , 03-0778 INTERIOR DEMO					
		Permit #: 03-0778					
	03-0796	Open	2500 WILTON Drive	01/01/2000			
		Job Name: CABARET, MARTINI Constr. Type: AWNING WALKER CANVAS AWNING Company: WALKER CANVAS AWNING Conditions: , 03-0796 AWNING					
		Permit #: 03-0796					
	03-0819	Open	2500 WILTON Drive	01/01/2000			
		Job Name: MORTGAGE, ALLIANCE Constr. Type: 1 DOOR 3 WINDOWS WENCESLAO CINTRON Company: WENCESLAO CINTRON Conditions: , 03-0819 1 DOOR 3 WINDOWS					
		Permit #: 03-0819					
	03-1041	Open	2500 WILTON Drive	01/01/2000			
		Job Name: CABARET, MATINI Constr. Type: REPAIR/REMODEL FIRST BUILDING CORP. Company: FIRST BUILDING CORP. Conditions: , 03-1041 REPAIR/REMODEL					
		Permit #: 03-1041					

	FILE #	STATUS	ADDRESS	OPENED	CLOSED	DISTRICT	TYPE
	03-1189	Open	2500 WILTON Drive	01/01/2000			
		Job Name: CABARET, MA TINI Constr. Type: A/C CHANGE OUT Appl Type: Contractor: Company: ALL YEAR COOLING & HEATING 1345 NE 4 AVENUE FORT LAUDERDALE FL 33304 Voice#: 954-566-4644 Cont #: CNTR-302 Cont Type: MECHANICAL Cont Co.: ALL YEAR COOLING & HEATING Cont Addr: 1345 NE 4 AVENUE Conditions: , 03-1189 A/C CHANGE OUT					
		Permit #: 03-1189					
	03-1290	Open	2500 WILTON Drive	01/01/2000			
		Job Name: CABARET, MA TINI Constr. Type: A/C AND DUCT WORK Appl Type: Contractor: Company: ALL YEAR COOLING & HEATING 1345 NE 4 AVENUE FORT LAUDERDALE FL 33304 Voice#: 954-566-4644 Conditions: , 03-1290 A/C AND DUCT WORK					
		Permit #: 03-1290					
	03-1449	Open	2500 WILTON Drive	01/01/2000			
		Job Name: CABARET, MATINI Constr. Type: B/F CAPE B/F Company: CAPE B/F Conditions: , 03-1449 B/F					
		Permit #: 03-1449					
	04-1139	Open	2500 WILTON Drive	01/01/2000			
		Job Name: TINI CABARET, MA Constr. Type: B/F CAPE B/F Company: CAPE B/F Conditions: , 04-1139 B/F					
		Permit #: 04-1139					
	04-1775	Open	2500 WILTON Drive	01/01/2000			
		Job Name: CABARET, MARTINI Constr. Type: INSTALL SINKS SEWER SAVERS, INC. Company: SEWER SAVERS, INC. Conditions: , 04-1775 INSTALL SINKS					
		Permit #: 04-1775					
	97-0434	Open	2500 WILTON Drive	01/01/2000			
		Job Name: DESIGN KITCHEN & BATH Constr. Type: BACKFLOW ACE KING OF FENCES					
		Permit #: 97-0434					
	98-0639	Open	2500 WILTON Drive	01/01/2000			
		Job Name: A-1 LITHO Constr. Type: FENCE ROBERTS & SONS PLUMBING					
		Permit #: 98-0639					
	98-0908	Open	2500 WILTON Drive	01/01/2000			
		Job Name: A-1 LITHO Constr. Type: BACKFLOW PATT ROOFING					
		Permit #: 98-0908					
	99-1117	Open	2500 WILTON Drive	01/01/2000			
		Job Name: DAVID'S PRINTING Purpose: COMMERCIAL Constr. Type: CAPE B/F SEARS TEXTURED					
		Permit #: 99-1117					

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

City of Wilton Manors Police Department
2020 WILTON DR
WILTON MANORS FL 33305-2122

$6.85 US POSTAGE
FIRST-CLASS
Jun 06 2023
Mailed from ZIP 33305
1 OZ FIRST-CLASS MAIL LETTER RATE
11923275

stamps endicia

062S0001442132

USPS CERTIFIED MAIL

9414 8118 9876 5420 0011 74

NWS MANAGEMENT GROUP LLC
4519 N PINE ISLAND RD
SUNRISE FL 33351-5321

Reference	CCS ALBERRO NOV 23-001854 6-6-23
USPS #	9414811898765420001174
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	We attempted to deliver your item at 12:02 pm on June 9, 2023 in FORT LAUDERDALE, FL 33351 and a notice was left because an authorized recipient was not available.
USPS History	Departed USPS Regional Facility, June 8, 2023, 7:56 pm, MIAMI FL DISTRIBUTION CENTER Arrived at USPS Regional Facility, June 7, 2023, 9:05 pm, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, June 7, 2023, 7:50 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 06/06/2023, 12:12 pm, FORT LAUDERDALE, FL 33305

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Date Verified: 08/05/2023 00:15:08 (UTC)

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SPECIAL MAGISTRATE FINAL ORDER

CITY OF WILTON MANORS
Petitioner
vs.
NWS MANAGEMENT GROUP LLC
Respondent

IN RE: Case No. 23-001854

Hearing Date: July 12, 2023
Violation(s): Sec. 060-010(B) Building Permit, Sec. 10-1. - Required.,

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. At the subject hearing the PETITIONER City entered into the record evidence of proper notice to the RESPONDENT thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing.

The record indicates that the RESPONDENT owns the real property located at: **2500 WILTON Drive, WILTON MANORS, FL 33305** and more particularly described as follows: **Folio No.:494226051050**

SEE EXHIBIT "A" LEGAL DESCRIPTION

Based upon the statements made by the RESPONDENT and/or the evidence and testimony submitted by the PETITIONER, the RESPONDENT is hereby found to be:

X **In Violation** ☐ **Dismissed** ☐ **Continued to:** _____ at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

-FINES / FEES-

ADMINISTRATIVE COSTS: $ 200.00 TOTAL AMOUNT DUE: $ _____

FINE AMOUNT: $ _____ PAYMENT DUE DATE: 8/11/23

-TIME / PENALTY-

And the RESPONDENT is given until AUGUST 11, 2023 to remedy the violation. Failure to do so will result in a **per diem fine** of TWO HUNDRED FIFTY DOLLARS ($250.00) for each day the RESPONDENT'S property remains in violation beyond the date set for compliance. This matter is scheduled for a certification hearing on 10/4/23 at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

WITNESSES: ☐ **HOLINKO** ☐ **MOORE** ☐ **STOUT** ☐ **WELLINGTON** X **ALBERRO** AND: _____

EVIDENCE PRESENTED: X **Proof of Service** X **BCPA** X **Photos** Other _____

Failure to correct the violation and pay the accrued fines / fees by date required may result in the execution of a NOTICE OF LIEN which may be recorded in the public records of Broward County, Florida, thereafter constituting a lien on the real or personal property of the RESPONDENT as provided by law.

****

Done and Ordered this 12th day of JULY, 2023 CITY OF WILTON MANORS, FLORIDA

_____ _____
Clerk to the Hearing Officer HEARING OFFICER
Theresa Edwards

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ☐ online notarization, this **July 12, 2023** by Thomas J. Ansbro or Theresa Edwards, Hearing Officer and Kim Holinko, Clerk to the Hearing Officer, who are personally known to me or who have produced _____ as identification.

_____ Notary Public
Faith Lombardo

_____ My Commission Expires

_____ Serial Number, if any

FAITH LOMBARDO
Notary Public - State of Florida
Commission # HH 198428
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

Electronic Delivery Confirmation™



City of Wilton Manors Police Department
2020 WILTON DR
WILTON MANORS FL 33305-2122

$7.18 US POSTAGE
FIRST-CLASS
Jul 18 2023
Mailed from ZIP 33305
1 OZ FIRST-CLASS MAIL LETTER RATE
11923275



062S0014949790

USPS CERTIFIED MAIL



9414 8118 9876 5414 5330 87

NWS MANAGEMENT GROUP LLC
4519 N PINE ISLAND RD
SUNRISE FL 33351-5321



Reference	CCO HOLINKO FO 23-1854 7-12-23
USPS #	9414811898765414533087
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
USPS History	In Transit to Next Facility, 08/27/2023 In Transit to Next Facility, 08/26/2023 In Transit to Next Facility, 08/25/2023 Departed USPS Regional Facility, August 24, 2023, 9:30 pm, MIAMI FL DISTRIBUTION CENTER Unclaimed/Being Returned to Sender, August 17, 2023, 8:05 pm, FORT LAUDERDALE, FL 33351 Vacant, July 24, 2023, 12:38 pm, FORT LAUDERDALE, FL 33351 Arrived at USPS Regional Facility, July 22, 2023, 9:16 pm, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, July 22, 2023, 8:01 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 07/18/2023, 1:32 pm, FORT LAUDERDALE, FL 33305

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Date Verified: 09/16/2023 00:10:54 (UTC)

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

Record & Return to:

Wilton Manors Police Department
Code Compliance Unit
ATTN: Kim Holinko
2020 Wilton Drive
Wilton Manors, FL 33305-2122

CITY OF WILTON MANORS
COUNTY OF BROWARD
STATE OF FLORIDA

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Order Imposing Fine & Lien Case 23-001854

WITNESS my hand and official seal in the City of Wilton Manors, Broward County, Florida, this 25 day of January 20 24

City Clerk

CITY OF WILTON MANORS
Petitioner
vs.
NWS MANAGEMENT GROUP LLC
Respondent

RE: Case No. 23-001854

ORDER IMPOSING FINE AND LIEN

THIS CAUSE FIRST CAME, by administrative Hearing, before the undersigned Special Magistrate of the City of Wilton Manors, Florida on **July 12, 2023**, after due notice to the Respondent, at which time the Special Magistrate heard testimony under oath, received evidence, determined findings of fact and conclusions of law and thereupon issued a Final Order. The Final Order found the Respondent to be in violation of Wilton Manors Code of Ordinances Section(s): **Sec. 060-010(B) Building Permit - Required Permit Approvals - building permitSec. 10-1. - Required. - Local Business Tax Receipts**. The subject violation occurred at the RESPONDENTS' real property located at **2500 WILTON Drive** , within the City of Wilton Manors and more particularly described as follows:

Folio # - 494226051050
Legal Description - WILTON MANORS UNIT 1 AMD PLAT 15-1 B THAT PT OF BLK 29 DESC AS, BEG AT INTERSEC OF WLY & NLY BNDRIES OF BLK 29,ELY 151.22, SLY 80,WLY 151.22,NLY 80 TO POB,LESS ELY 75 THEREOF

Said Final Order required the Respondent to take corrective action to remedy the violation by a set compliance date. Under oath the Code Officer testified to the Special Magistrate on **October 04, 2023**, that the required corrective action **had not** taken place by the compliance date set out in the Final Order in this case and that in fact the RESPONDENT'S property is in **violation**. The Code Enforcement Officer further testified that the RESPONDENT **failed** to pay the Administrative costs imposed by the Final Order. In determining the amount of the fine, the Special Magistrate has considered all factors set forth in §162.09(b), Fla. Stat.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. A daily fine in the amount of **$250.00** is hereby imposed, commencing on **August 12, 2023**. The property has been in violation for **53** days x's **$250.00** per day totals, **$13,250.00** + **$200.00** Administrative Costs totaling **$13,450.00** to be certified. The fine shall continue to accrue until compliance has been met.

2. The fine set out above shall, pursuant to Chapter 162 Florida Statutes, constitute a lien against the real property on which the violation exists and upon any other real or personal property of the RESPONDENT and the PETITIONER City may record a true copy of this order in the Public Records of Broward County, Florida.

3. After three (3) months from filing this lien, if it remains unpaid, the City Attorney may, subject to City Commission approval, foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

DONE AND ORDERED on **October 04, 2023**

CITY OF WILTON MANORS, FLORIDA

Theresa Edwards
Special Magistrate

Special Magistrate Clerk

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 4 day of October 2023 by Thomas J. Ansbro or Theresa Edwards, Special Magistrate and Kim Holinko, Clerk to the Special Magistrate respectively, who are personally known to me or have produced _____ as identification SWORN TO AND SUBSCRIBED BEFORE ME this 4 day of October, 2023

Faith Lombardo
Notary Public

FAITH LOMBARDO
Notary Public - State of Florida
Commission # HH 198428
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

My Commission Expires:

Serial Number, If any

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent by Regular U.S. Mail and Certified/Return Receipt this 4th day of October, 2023

to the RESPONDENT.

Special Magistrate Clerk, Kim Holinko

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SPECIAL MAGISTRATE FINAL ORDER

CITY OF WILTON MANORS
Petitioner
vs.
NWS MANAGEMENT GROUP LLC
Respondent

IN RE: Case No. 23-001854

Hearing Date: July 12, 2023
Violation(s): Sec. 060-010(B) Building Permit, Sec. 10-1. - Required.,

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. At the subject hearing the PETITIONER City entered into the record evidence of proper notice to the RESPONDENT thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing.

The record indicates that the RESPONDENT owns the real property located at: 2500 WILTON Drive, WILTON MANORS, FL 33305 and more particularly described as follows: **Folio No.:** 494226051050

SEE EXHIBIT "A" LEGAL DESCRIPTION

Based upon the statements made by the RESPONDENT and/or the evidence and testimony submitted by the PETITIONER, the RESPONDENT is hereby found to be:

X **In Violation** **Dismissed** **Continued to:** _____ at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

-FINES / FEES-

ADMINISTRATIVE COSTS: $ 200.00 TOTAL AMOUNT DUE: $ _____

FINE AMOUNT: $ _____ PAYMENT DUE DATE: 8/11/23

-TIME / PENALTY-

And the RESPONDENT is given until AUGUST 11, 2023 to remedy the violation. Failure to do so will result in a **per diem fine** of TWO HUNDRED FIFTY DOLLARS ($250.00) for each day the RESPONDENT'S property remains in violation beyond the date set for compliance. This matter is scheduled for a certification hearing on 10/4/23 at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

WITNESSES: **HOLINKO** **MOORE** **STOUT** **WELLINGTON** X **ALBERRO** AND: _____

EVIDENCE PRESENTED: X **Proof of Service** X **BCPA** X **Photos** Other _____

Failure to correct the violation and pay the accrued fines / fees by date required may result in the execution of a NOTICE OF LIEN which may be recorded in the public records of Broward County, Florida, thereafter constituting a lien on the real or personal property of the RESPONDENT as provided by law.

****

Done and Ordered this 12th day of JULY, 2023 CITY OF WILTON MANORS, FLORIDA

_____ Theresa Edwards
Clerk to the Hearing Officer HEARING OFFICER

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this **July 12, 2023** by Thomas J. Ansbro or Theresa Edwards, Hearing Officer and Kim Holinko, Clerk to the Hearing Officer, who are personally known to me or who have produced _____ as identification.

_____ Notary Public

_____ My Commission Expires

_____ Serial Number, if any

FAITH LOMBARDO
Notary Public - State of Florida
Commission # HH 198428
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

Electronic Delivery Confirmation™



City of Wilton Manors Police Department
2020 WILTON DR
WILTON MANORS FL 33305-2122

$7.18 US POSTAGE
FIRST-CLASS
Oct 13 2023
Mailed from ZIP 33305
1 OZ FIRST-CLASS MAIL LETTER RATE
11923275



062S0014949788

USPS CERTIFIED MAIL



9414 8118 9876 5499 0669 06

NWS MANAGEMENT GROUP LLC
4519 N PINE ISLAND RD
SUNRISE FL 33351-5321



Reference	CCO HOLINKO FO 23-1854 10-4-23
USPS #	9414811898765499066906
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to an individual at the address at 12:04 pm on October 17, 2023 in FORT LAUDERDALE, FL 33351.
USPS History	Departed USPS Regional Facility, October 16, 2023, 7:17 pm, MIAMI FL DISTRIBUTION CENTER Arrived at USPS Regional Facility, October 14, 2023, 10:33 pm, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, October 14, 2023, 9:18 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 10/13/2023, 3:02 pm, FORT LAUDERDALE, FL 33305

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Date Verified: 10/18/2023 01:02:42 (UTC)

UNITED STATES POSTAL SERVICE

October 18, 2023

Dear Reference CCO HOLINKO FO 23 1854 10 4 23:

The following is in response to your request for proof of delivery on your item with the tracking number: **9414 8118 9876 5499 0669 06**.

Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	October 17, 2023, 12:04 pm
Location:	FORT LAUDERDALE, FL 33351
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic
Recipient Name:	NWS MANAGEMENT GROUP LLC

Recipient Signature

Signature of Recipient:



Address of Recipient:

4519 N PINE ISLAND RD,
SUNRISE, FL 33351

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

POLICE

WILTON MANORS

CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

Record & Return to:

Wilton Manors Police Department
Code Compliance Unit
ATTN: Kim Holinko
2020 Wilton Drive
Wilton Manors, FL 33305-2122

CITY OF WILTON MANORS
COUNTY OF BROWARD
STATE OF FLORIDA

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Order Imposing Fine & Lien Case 23-001854

WITNESS my hand and official seal in the City of Wilton Manors, Broward County, Florida, this 25 day of January 20 24

City Clerk

CITY OF WILTON MANORS
Petitioner
vs.
NWS MANAGEMENT GROUP LLC
Respondent

RE: Case No. 23-001854

ORDER IMPOSING FINE AND LIEN

THIS CAUSE FIRST CAME, by administrative Hearing, before the undersigned Special Magistrate of the City of Wilton Manors, Florida on **July 12, 2023**, after due notice to the Respondent, at which time the Special Magistrate heard testimony under oath, received evidence, determined findings of fact and conclusions of law and thereupon issued a Final Order. The Final Order found the Respondent to be in violation of Wilton Manors Code of Ordinances Section(s): **Sec. 060-010(B) Building Permit - Required Permit Approvals - building permitSec. 10-1. - Required. - Local Business Tax Receipts**. The subject violation occurred at the RESPONDENTS' real property located at **2500 WILTON Drive** , within the City of Wilton Manors and more particularly described as follows:

Folio # - 494226051050
Legal Description - WILTON MANORS UNIT 1 AMD PLAT 15-1 B THAT PT OF BLK 29 DESC AS, BEG AT INTERSEC OF WLY & NLY BNDRIES OF BLK 29,ELY 151.22, SLY 80,WLY 151.22,NLY 80 TO POB,LESS ELY 75 THEREOF

Said Final Order required the Respondent to take corrective action to remedy the violation by a set compliance date. Under oath the Code Officer testified to the Special Magistrate on **October 04, 2023**, that the required corrective action **had not** taken place by the compliance date set out in the Final Order in this case and that in fact the RESPONDENT'S property is in **violation**. The Code Enforcement Officer further testified that the RESPONDENT **failed** to pay the Administrative costs imposed by the Final Order. In determining the amount of the fine, the Special Magistrate has considered all factors set forth in §162.09(b), Fla. Stat.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. A daily fine in the amount of **$250.00** is hereby imposed, commencing on **August 12, 2023**. The property has been in violation for **53** days x's **$250.00** per day totals, **$13,250.00** + **$200.00** Administrative Costs totaling **$13,450.00** to be certified. The fine shall continue to accrue until compliance has been met.

2. The fine set out above shall, pursuant to Chapter 162 Florida Statutes, constitute a lien against the real property on which the violation exists and upon any other real or personal property of the RESPONDENT and the PETITIONER City may record a true copy of this order in the Public Records of Broward County, Florida.

3. After three (3) months from filing this lien, if it remains unpaid, the City Attorney may, subject to City Commission approval, foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

DONE AND ORDERED on **October 04, 2023**

CITY OF WILTON MANORS, FLORIDA

Theresa Edwards
Special Magistrate

Special Magistrate Clerk

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 4 day of October, 2023 by Thomas J. Ansbro or Theresa Edwards, Special Magistrate and Kim Holinko, Clerk to the Special Magistrate respectively, who are personally known to me or have produced _____ as identification SWORN TO AND SUBSCRIBED BEFORE ME this 4 day of October, 2023

Faith Lombardo
Notary Public

My Commission Expires:

Serial Number, If any

FAITH LOMBARDO
Notary Public - State of Florida
Commission # HH 198428
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent by Regular U.S. Mail and Certified/Return Receipt this 4th day of October, 2023

to the RESPONDENT.

Special Magistrate Clerk, Kim Holinko

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SPECIAL MAGISTRATE FINAL ORDER

CITY OF WILTON MANORS
Petitioner
vs.
NWS MANAGEMENT GROUP LLC
Respondent

IN RE: Case No. 23-001854

Hearing Date: July 12, 2023
Violation(s): Sec. 060-010(B) Building Permit, Sec. 10-1. - Required.,

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. At the subject hearing the PETITIONER City entered into the record evidence of proper notice to the RESPONDENT thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing.

The record indicates that the RESPONDENT owns the real property located at: **2500 WILTON Drive, WILTON MANORS, FL 33305** and more particularly described as follows: **Folio No.:494226051050**

SEE EXHIBIT "A" LEGAL DESCRIPTION

Based upon the statements made by the RESPONDENT and/or the evidence and testimony submitted by the PETITIONER, the RESPONDENT is hereby found to be:

X **In Violation** **Dismissed** **Continued to:** _____ at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

-FINES / FEES-

ADMINISTRATIVE COSTS: $ 200.00 TOTAL AMOUNT DUE: $ _____

FINE AMOUNT: $ _____ PAYMENT DUE DATE: 8/11/23

-TIME / PENALTY-

And the RESPONDENT is given until AUGUST 11, 2023 to remedy the violation. Failure to do so will result in a **per diem fine** of TWO HUNDRED FIFTY DOLLARS ($250.00) for each day the RESPONDENT'S property remains in violation beyond the date set for compliance. This matter is scheduled for a certification hearing on 10/4/23 at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

WITNESSES: **HOLINKO** **MOORE** **STOUT** **WELLINGTON** X **ALBERRO** AND: _____

EVIDENCE PRESENTED: X **Proof of Service** X **BCPA** X **Photos** Other _____

Failure to correct the violation and pay the accrued fines / fees by date required may result in the execution of a NOTICE OF LIEN which may be recorded in the public records of Broward County, Florida, thereafter constituting a lien on the real or personal property of the RESPONDENT as provided by law.

Done and Ordered this 12th day of JULY, 2023 CITY OF WILTON MANORS, FLORIDA

_____ Clerk to the Hearing Officer

Theresa Edwards HEARING OFFICER

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this **July 12, 2023** by Thomas J. Ansbro or Theresa Edwards, Hearing Officer and Kim Holinko, Clerk to the Hearing Officer, who are personally known to me or who have produced _____ as identification.

Faith Lombardo Notary Public

_____ My Commission Expires

_____ Serial Number, if any

FAITH LOMBARDO
Notary Public - State of Florida
Commission # HH 198428
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

Initial Violation Photos – Taken June 5, 2023 by Supv. Abel Alberro



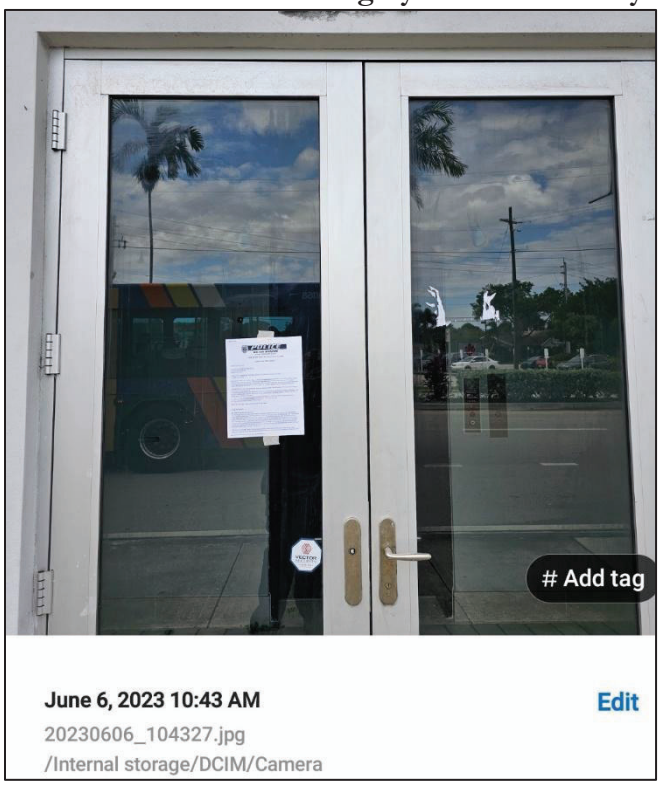








Notice of Violation Posting by CCO Nadia Taylor Wellington – Taken June 6, 2023 by CCO NTW



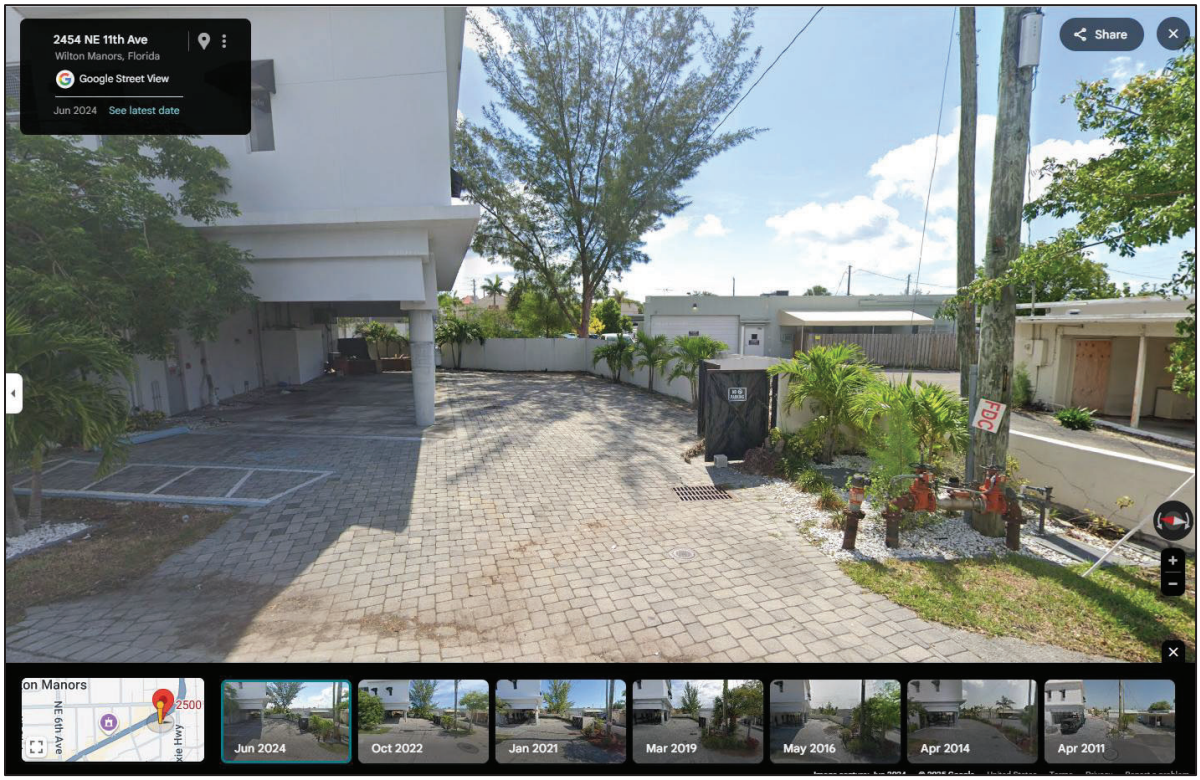
Final Order Posting by CCO Henry Stout – Taken July 13, 2023 by CCO Henry Stout



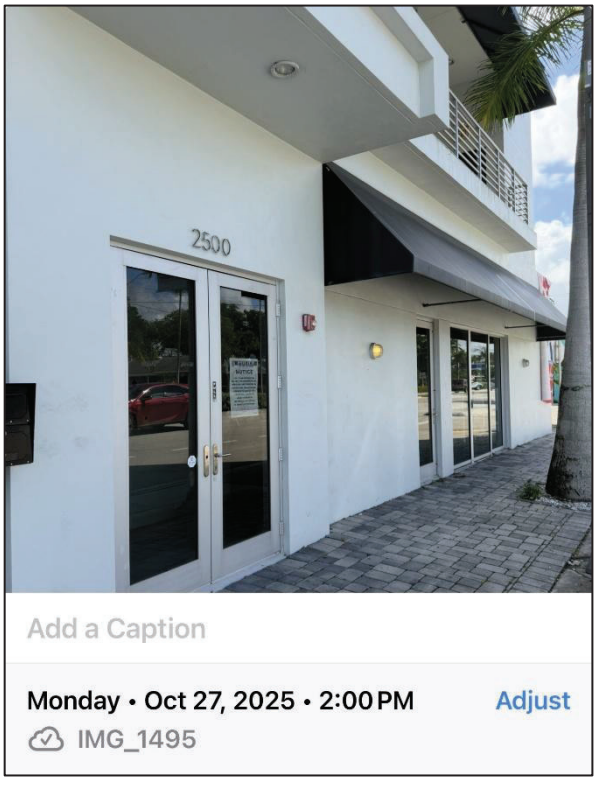
Order Imposing Fine and Lien Posting by CCO Nadia Taylor-Wellington – Taken October 11, 2023 by NTW

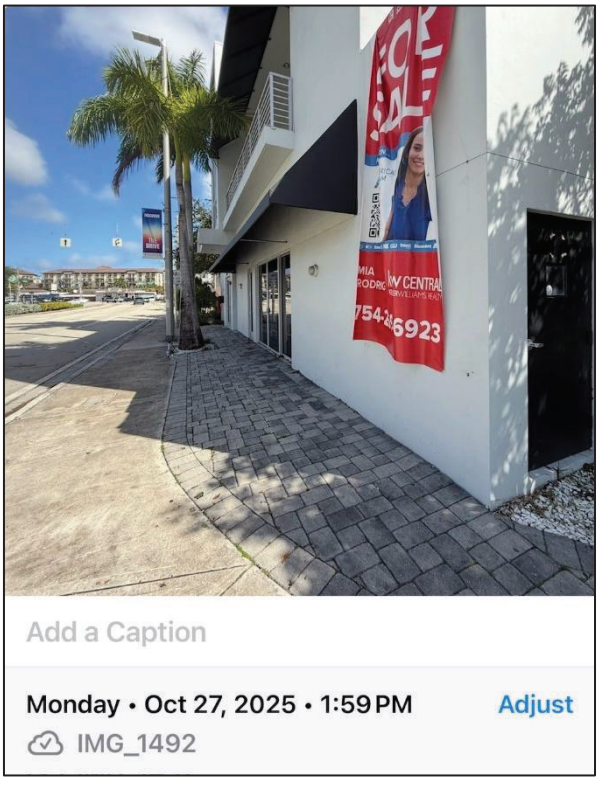


Compliance Achieved (Wood structures removed) – Taken by Google Maps June 2024



Quality Assurance Review Photos – Taken October 27, 2025 by Chief Gary Blocker



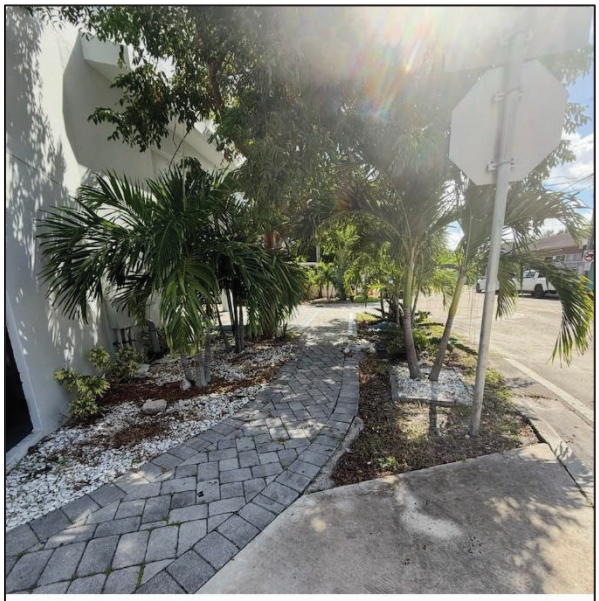




Add a Caption

Monday • Oct 27, 2025 • 2:00 PM Adjust

IMG_1493



Add a Caption

Monday • Oct 27, 2025 • 1:59 PM Adjust

IMG_1491



Add a Caption

Monday • Oct 27, 2025 • 1:59 PM Adjust

IMG_1490



Add a Caption

Monday • Oct 27, 2025 • 1:58 PM Adjust

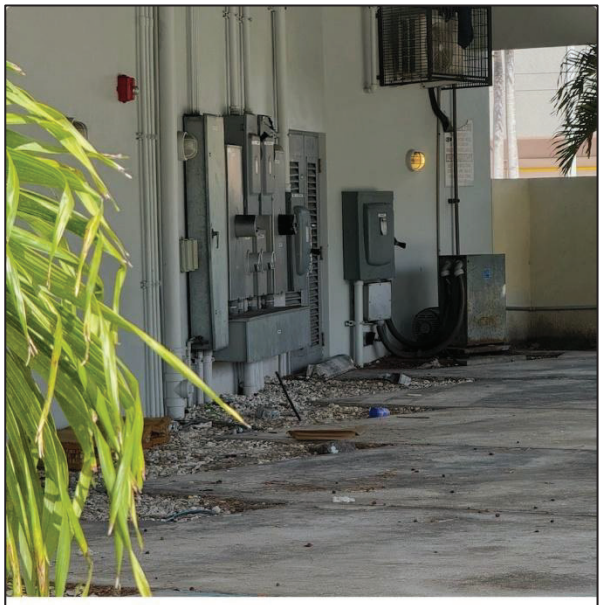
IMG_1486



Add a Caption

Monday • Oct 27, 2025 • 1:58 PM Adjust

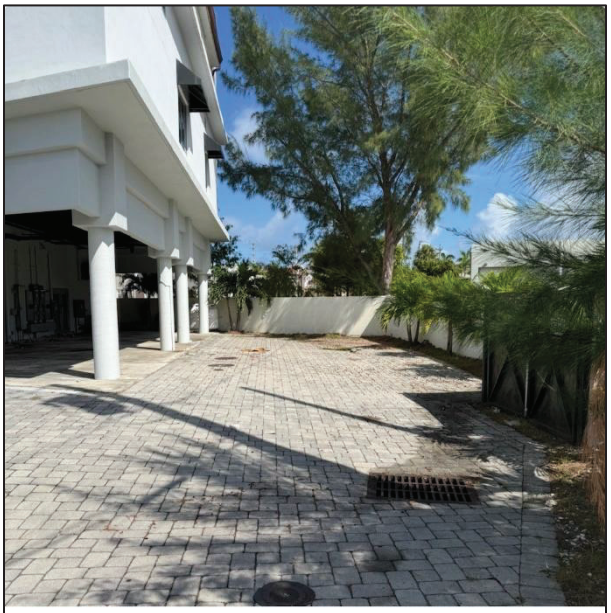
IMG_1487



Add a Caption

Monday • Oct 27, 2025 • 1:58 PM Adjust

IMG_1489



Add a Caption

Monday • Oct 27, 2025 • 1:58 PM Adjust

IMG_1485

Instr# 117395433 , Page 1 of 3, Recorded 07/02/2021 at 10:31 AM
Broward County Commission
Deed Doc Stamps: $10150.00

Prepared By:
Nemia L. Schulte, PA
2401 E. Atlantic Blvd, Suite 210
Pompano Beach, FL 33062

Parcel ID Number: 4942 26 05 1050

Warranty Deed

This Indenture, Made this 25th day of June , 2021 A D , **Between**
Simply Delish, LLC, a Florida limited liability company

of the County of Broward , State of Florida , **grantor,** and
NWS Management Group, LLC, a corporation existing under the laws of the State of Florida
whose address is: 4519 Pine Island Road, Sunrise, FL 33351

of the County of Broward , State of Florida , **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Broward State of Florida to wit:

SEE EXHIBIT "A"
(Legal Description)

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 2021.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

Warranty Deed - Page 2

Parcel ID Number: 4942 26 05 1050

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Simply Delish, LLC, a Florida limited liability company

Printed Name: JENNIFER A. DAVIS
Witness

By: _____ (Seal)
Kameljit Samra, Manager
P.O. Address: 4100 Galt Ocean Blvd, Unit 914
Fort Lauderdale, FL 33308

Printed Name: Nemia L. Schulte
Witness

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 25th day of June, 2021 by Kameljit Samra, Manager of Simply Delish, LLC, a Florida limited liability company who is personally known to me or who has produced her Florida driver's license as identification.

Printed Name: Nemia L. Schulte
Notary Public
My Commission Expires:

Nemia L. Schulte
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG947627
Expires 3/17/2024

EXHIBIT "A"

That portion of Block 29 of the AMENDED PLAT OF UNIT 1, WILTON MANORS, according to the plat thereof as recorded in Plat Book 15, Page 1, Public Records of Broward County, Florida, described as follows:

Beginning at the intersection of the extensions of the West and Northerly boundaries of said Block 29; thence Easterly along the Northerly boundary of said Block 29 a distance of 76.22 feet; thence South and parallel with the said West boundary of Block 29 a distance of 80 feet; thence Westerly and parallel with the Northerly boundary of said Block 29 a distance of 76.22 feet to the West boundary of said Block 29; theme North along the said West boundary a distance of 80 feet to the Point of Beginning.

CFN # 110363631, OR BK 48287 Page 113, Page 1 of 2, Recorded 11/04/2011 at 03:40 PM, Broward County Commission, Doc. D $6167.70 Deputy Clerk 1037

PREPARED BY:
Record & Return to:
CHARLES E. BUTLER III
315 SE 7TH ST-1ST FLOOR
FORT LAUDERDALE, FL 33301

Folio # 4942 26 05 1050

WARRANTY DEED

This Indenture, made this 4th day of **November, 2011**, **BETWEEN**
2500 WILTON DRIVE INC., a Florida corporation
whose post office address is:101 Plaza Real South, #906, Boca Raton, FL 33432,of the County of Palm Beach, State of Florida, **Grantor***, and
SIMPLY DELISH LLC, a Florida Limited Liability Company
whose post office address is:4100 Galt Ocean Blvd, #914,Ft. Lauderdale, FL 33308 of the County of Broward, State of Florida, **Grantee***,

WITNESSETH that said grantor, for and in consideration of the sum of TEN Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to wit;

SEE ATTACHED LEGAL

Subject to easements, reservations and restrictions common to the plat of AMENDED PLAT OF UNIT 1, WILTON MANORS and taxes for the year 2012.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

2500 Wilton Drive Inc.

(print) Justin L. Paul

By: Joseph Falso, president

(print) Barbara Butler

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 4th day of November, 2011 by Joseph Falso, president on behalf of 2500 Wilton Drive Inc. who is (or are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

(print) CHARLES E. BUTLER III

My Commission expires:

CHARLES E. BUTLER III
MY COMMISSION # EE 136209
EXPIRES: December 3, 2015
Bonded Thru Notary Public Underwriters

(2)

LEGAL DESCRIPTION

That portion of Block 29 of the AMENDED PLAT OF UNIT 1, WILTON MANORS, according to the Plat thereof recorded in Plat Book 15, Page 1, of the Public Records of Broward County, Florida, described as follows:

Beginning at the intersection of the extensions of the West and Northerly boundaries of said Block 29; thence Easterly along the Northerly boundary of said Block 29 a distance of 76.22 feet; thence South and parallel with the said West boundary of Block 29 a distance of 80 feet; thence Westerly and parallel with the Northerly boundary of said Block 29 a distance of 76.22 feet to the West boundary of said Block 29; thence North along the said West boundary a distance of 80 feet to the Point of Beginning; said land situate, lying and being in Wilton Manors, Broward County, Florida.

Instr# 119923348, Page 1 of 2, Recorded 11/26/2024 at 11:03 AM
Broward County Commission
Deed Doc Stamps: $140.00

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 11/19/2024 4:30:00 PM.****

In the Circuit Court of the Seventeenth Judicial Circuit
In and for Broward County, Florida

SIMPLY DELISH, LLC
Plaintiff

VS.

NWS MANAGEMENT GROUP, LLC ; INNOCENT, WEBERT , CITY OF WILTON MANORS ; PINES PLAZA SHOPS, LLC
Defendant

CACE-23-018282
Division 02

Certificate of Title

The undersigned, Brenda D. Forman, Clerk of the Court, certifies that she executed and filed a certificate of sale in this action on November 05, 2024, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Broward County, Florida:

That portion of Block 29 of the AMENDED PLAT OF UNIT 1, WILTON MANORS, according to the plat thereof as recorded in Plat Book 15, Page 1, Public Records of Broward County, Florida, described as follows:

Beginning at the intersection of the extensions of the West and Northerly boundaries of said Block 29; thence Easterly along the Northerly boundary of said Block 29 a distance of 76.22 fee; thence South and parallel with the said West boundary of Block 29 ad distance of 80 feet; thence Westerly and parallel with the Northerly boundary of said Block 29 a distance of 76.22 feet to the West boundary of said Block 29; thence North along the said West boundary a distance of 80 feet to the Point of Beginning; said land situate, lying and being in Wilton Manors, Broward County, Florida.

A/K/A: 2500 Wilton Drive, Wilton Manors, Florida 33305

Was sold to: SIMPLY DELISH, LLC
C/O NEMIA L. SCHULTE, P.A. 351 S. Cypress Road, Suite 100 Pompano Beach, FL, 33060

Witness my hand and the seal of this court on November 19, 2024 .

CLERK OF CIRCUIT & COUNTY COURT IN GOD WE TRUST FLORIDA BROWARD COUNTY

Brenda D. Forman, Clerk of the Circuit & County Court
Broward County, Florida

CIRCUIT CIVIL 2024 NOV 19 PM 3 46 FILED FOR RECORD CLERK OF CIRCUIT COURT BROWARD COUNTY, FLA

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 11/19/2024 4:30:00 PM.****

Total consideration: $20,000.00
Doc Stamps: $140.00

CIRCUIT CIVIL 2024 NOV 19 PM 3 46 FILED FOR RECORD CLERK OF CIRCUIT COURT BROWARD COUNTY, FLA.



Property Address	**2500 WILTON DRIVE, WILTON MANORS FL 33305**
Property Owner	SIMPLY DELISH LLC
Mailing Address	%NEMIA L SCHULTE P A 351 S CYPRESS RD STE 100 POMPANO BEACH FL 33060

ID #	4942 26 05 1050
Millage	0912
Use	12-02

Abbr Legal Description	WILTON MANORS UNIT 1 AMD PLAT 15-1 B THAT PT OF BLK 29 DESC AS, BEG AT INTERSEC OF WLY & NLY BNDRIES OF BLK 29,ELY 151.22, SLY 80,WLY 151.22,NLY 80 TO POB,LESS ELY 75 THEREOF

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2026 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2026	$169,920	$1,124,330	$1,294,250	$1,294,250	
2025	$169,920	$1,124,330	$1,294,250	$1,294,250	
2024	$169,920	$1,124,330	$1,294,250	$1,294,250	$29,703.04

2026 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$1,294,250	$1,294,250	$1,294,250	$1,294,250
Portability	0	0	0	0
Assessed/SOH	$1,294,250	$1,294,250	$1,294,250	$1,294,250
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$1,294,250	$1,294,250	$1,294,250	$1,294,250

Sales History

Date	Type	Price	Book/Page or CIN
11/5/2024	CET-D	$20,000	119923348
6/25/2021	WD-Q	$1,450,000	117395433
11/4/2011	WD-E	$881,100	48287 / 113
1/21/2010	QCD-T	$100	46813 / 1783
12/22/2009	CET-T		46806 / 523

Land Calculations

Price	Factor	Type
$30.00	5,664	SF
Adj. Bldg. S.F. (Card, Sketch)		3929
Eff./Act. Year Built: 2012/2011		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
09				WD				
C				WD				
3929				1426.55				

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 28, 2026

From: Leigh Ann Henderson, City Manager
Prepared by: Leigh Ann Henderson

(a) Subject: 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.

(b) City Manager Recommendation: Recommend Approval

(c) Report In Brief: This motion approves the engagement of Gardner, Bist, King & Wood to provide legal services for the City.

(d) Discussion: Gardner, Bist, King & Wood will provide legal services for matters related to the City's agreement with the City of Fort Lauderdale for the wholesale purchase of potable water.

(e) Strategic Plan Consistency: Goal E. Exhibit Fiscal Responsibility

(f) Concurrences:

(g) Fiscal Impact: $25,000 will be allocated for legal expenses in the Water Utility Fund.

(h) Alternatives:

(i) Attachments: 1. 2026-03-25_Engagement Letter Wilton Manors Water Agreement

Sidney C. Bigham, III
Michael P. Bist*
Garvin B. Bowden†
Robert B. Celander
Charles R. Gardner*
Robert A. "Gus" Harper, III
Kimberly L. King
John T. LaVia, III
Elizabeth J. Maykut‡
Timothy J. Perry¥
Edward W. Wood
Robert Scheffel "Schef" Wright

GBKW
GARDNER BIST KING & WOOD
ATTORNEYS AT LAW

1300 Thomaswood Drive
Tallahassee, Florida 32308
Telephone 850.385.0070
Facsimile 850.205.4501
www.gbkwlaw.com

*Of Counsel
†Board Certified in Real Estate
‡Board Certified in Elder Law
¥Also Licensed in Alabama

March 25, 2026

VIA E-MAIL
City of Wilton Manors
c/o Kerry Ezrol, Esq., City Attorney
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
KEzrol@gorencherof.com

Re: Engagement for Legal Services – Water Agreement with City of Ft. Lauderdale

Dear Mr. Ezrol:

Thank you for selecting Gardner Bist King & Wood, LLP ("the Firm") to represent the City of Wilton Manors ("You" or "Client") regarding its Agreement with the City of Ft. Lauderdale for the wholesale purchase of potable water. This engagement letter describes the general terms and conditions that will govern our work for you (the "Engagement Letter").

Case Management

Sid Bigham and I will have primary responsibility for the Firm's work for you. During the course of our representation, I will coordinate with you about this matter. We also will request your guidance and direction about various matters. Of course, you should feel free to contact us at any time if you have any questions about our work or the status of your matter.

Fees for Services and Cost Reimbursement

The Firm will charge the City for actual time expended in connection with this matter. Our current rates for the City, which represent substantial discounts from our normal rates, are $350 per hour for attorneys and $175 for paralegals. These rates will not be increased before January 1, 2027.

To the extent necessary, the Firm will also charge for reimbursement of certain out-of-pocket costs and expenses, together with applicable taxes, if any, including: photocopying costs, telecopying costs, all reasonable travel expenses (coach class for domestic air flights and mileage reimbursement at the then-current rate authorized by the U.S. Internal Revenue Service or by Florida Statutes, whichever is less), express courier service (e.g.,Federal Express) charges, extraordinary postage (Express Mail or postage expenses for a large-volume mailing), computer research charges, court reporting fees, filing fees, and recording costs. In the event unusually large costs or expenses are anticipated, we may either request an advance deposit to cover such expenditures or - request that you pay for such items directly. With respect to experts, our normal practice is to assist clients in identifying and recruiting such experts, but to have the experts enter separate contracts with you and bill you separately and directly for their services. We understand that the City may have specific billing protocols and requirements as to documentation that must accompany our invoices, and we agree to conform to and abide by all reasonable protocols and related requirements.

We are sensitive to the cost of legal services and we understand that every client wishes to avoid unnecessary expenses. Accordingly, we will use our best efforts to ensure that our work for the City is performed as efficiently and cost-effectively as possible.

Payment of Fees and Costs

No initial retainer payment is required for this representation. Invoices for fees and costs will be submitted to you monthly, shortly after the first of each month, and we expect payment within 30 days. If you have any problem with any bill at any time, please call me and we will resolve it.

If you make payment of any fee advance or invoice by credit card or e-check you will be charged the actual fees charged by the credit card company and/or processor to our firm on your next invoice, in addition to the new invoice amount (the firm does not charge any additional convenience fee or surcharge for use of credit or debit cards or e-checks). As of March 1, 2026, e-check fees are approximately 1% of the payment amount; credit card fees are approximately 3 to 3.5% of the payment amount dependent on the brand of your credit card (AmEx, Visa, Mastercard, etc.). These fees may be subject to minor changes without notice. You may avoid all processing fees by sending a physical check to 1300 Thomaswood Drive, Tallahassee, FL 32308.

Retention of Files

Generally, we keep each client's legal files for seven (7) years after we close the file. After seven (7) years, we destroy those files unless you tell us otherwise. If you want us to keep your files for a longer period of time, please let us know as soon as possible. Any documents containing original signatures remaining in our files at the conclusion of your

matter will be returned to you at that time; only copies or electronic scans of documents will be retained in our files after closure of the file.

Commencement of Representation

By signing below the Client certifies: that Client has read this Engagement Letter; that the Client fully understands its contents; and that the Client is entering into this Engagement freely and voluntarily. Client and the Firm stipulate that this Engagement Letter may be signed in electronic (including PDF) form and a signature in electronic (including PDF) form, is as effective as though it were an original. This Engagement Letter may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Upon receipt of this signed Engagement Letter, the Firm will execute the Acceptance below and return a copy to Client or its authorized agent.

My signature below confirms the Firm's agreement to the engagement on the terms set forth above. Thank you again for the opportunity to be of service. Please feel free to call us (850-385-0070) or e-mail us (tperry@gbkwlaw.com, sbigham@gbkwlaw.com) at any time if you have any questions. We look forward to working with you on this matter.

Cordially yours,

GARDNER BIST KING & WOOD, LLP

By: 

Timothy J. Perry
For the Firm

ACKNOWLEDGMENT OF DESIRE TO EMPLOY FIRM

The undersigned hereby understand and agree to the terms set forth above and do hereby Engage the Firm's services in accordance with the same.

City of Wilton Manorst:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

ACCEPTANCE OF EMPLOYMENT BY FIRM

GARDNER BIST KING & WOOD, LLP
Florida Professional Limited Liability Partnership

By: _____
Partner

Date: _____

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 28, 2026

From: Leigh Ann Henderson, City Manager
Prepared by: Leigh Ann Henderson

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

(b) City Manager Recommendation: Recommend Approval

(c) Report In Brief: This motion approves the engagement of Gardner, Bist, King & Wood to provide legal services for the City.

(d) Discussion: Gardner, Bist, King & Wood will provide legal services for matters related to the City's Large User Wastewater Agreement with the City of Fort Lauderdale.

(e) Strategic Plan Consistency: Goal E. Exhibit Fiscal Responsibility

(f) Concurrences:

(g) Fiscal Impact: $25,000 will be allocated for legal expenses in the Wastewater Utility Fund.

(h) Alternatives:

(i) Attachments: 1.2026-03-25_Engagement Letter Wilton Manors Wastewater Agreement (002)

Sidney C. Bigham, III
Michael P. Bist*
Garvin B. Bowden†
Robert B. Celander
Charles R. Gardner*
Robert A. "Gus" Harper, III
Kimberly L. King
John T. LaVia, III
Elizabeth J. Maykut‡
Timothy J. Perry¥
Edward W. Wood
Robert Scheffel "Schef" Wright

GBKW
GARDNER BIST KING & WOOD
ATTORNEYS AT LAW

1300 Thomaswood Drive
Tallahassee, Florida 32308
Telephone 850.385.0070
Facsimile 850.205.4501
www.gbkwlaw.com

*Of Counsel
†Board Certified in Real Estate
‡Board Certified in Elder Law
¥Also Licensed in Alabama

March 25, 2026

VIA E-MAIL
City of Wilton Manors
c/o Kerry Ezrol, Esq., City Attorney
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
KEzrol@gorencherof.com

Re: Engagement for Legal Services – Wastewater Agreement with City of Ft. Lauderdale

Dear Mr. Ezrol:

Thank you for selecting Gardner Bist King & Wood, LLP ("the Firm") to represent the City of Wilton Manors ("You" or "Client") regarding its Large User Wastewater Agreement with the City of Ft. Lauderdale. This engagement letter describes the general terms and conditions that will govern our work for you (the "Engagement Letter").

Case Management

Sid Bigham and I will have primary responsibility for the Firm's work for you. During the course of our representation, I will coordinate with you about this matter. We also will request your guidance and direction about various matters. Of course, you should feel free to contact us at any time if you have any questions about our work or the status of your matter.

Fees for Services and Cost Reimbursement

The Firm will charge the City for actual time expended in connection with this matter. Our current rates for the City, which represent substantial discounts from our normal rates, are $350 per hour for attorneys and $175 for paralegals. These rates will not be increased before January 1, 2027.

To the extent necessary, the Firm will also charge for reimbursement of certain out-of-pocket costs and expenses, together with applicable taxes, if any, including: photocopying costs, telecopying costs, all reasonable travel expenses (coach class for domestic air flights and mileage reimbursement at the then-current rate authorized by the U.S. Internal Revenue Service or by Florida Statutes, whichever is less), express courier service (e.g.,Federal Express) charges, extraordinary postage (Express Mail or postage expenses for a large-volume mailing), computer research charges, court reporting fees, filing fees, and recording costs. In the event unusually large costs or expenses are anticipated, we may either request an advance deposit to cover such expenditures or - request that you pay for such items directly. With respect to experts, our normal practice is to assist clients in identifying and recruiting such experts, but to have the experts enter separate contracts with you and bill you separately and directly for their services. We understand that the City may have specific billing protocols and requirements as to documentation that must accompany our invoices, and we agree to conform to and abide by all reasonable protocols and related requirements.

We are sensitive to the cost of legal services and we understand that every client wishes to avoid unnecessary expenses. Accordingly, we will use our best efforts to ensure that our work for the City is performed as efficiently and cost-effectively as possible.

Payment of Fees and Costs

No initial retainer payment is required for this representation. Invoices for fees and costs will be submitted to you monthly, shortly after the first of each month, and we expect payment within 30 days. If you have any problem with any bill at any time, please call me and we will resolve it.

If you make payment of any fee advance or invoice by credit card or e-check you will be charged the actual fees charged by the credit card company and/or processor to our firm on your next invoice, in addition to the new invoice amount (the firm does not charge any additional convenience fee or surcharge for use of credit or debit cards or e-checks). As of March 1, 2026, e-check fees are approximately 1% of the payment amount; credit card fees are approximately 3 to 3.5% of the payment amount dependent on the brand of your credit card (AmEx, Visa, Mastercard, etc.). These fees may be subject to minor changes without notice. You may avoid all processing fees by sending a physical check to 1300 Thomaswood Drive, Tallahassee, FL 32308.

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My signature below confirms the Firm's agreement to the engagement on the terms set forth above. Thank you again for the opportunity to be of service. Please feel free to call us (850-385-0070) or e-mail us (tperry@gbkwlaw.com, sbigham@gbkwlaw.com) at any time if you have any questions. We look forward to working with you on this matter.

Cordially yours,

GARDNER BIST KING & WOOD, LLP

By: 

Timothy J. Perry
For the Firm

ACKNOWLEDGMENT OF DESIRE TO EMPLOY FIRM

The undersigned hereby understand and agree to the terms set forth above and do hereby Engage the Firm's services in accordance with the same.

City of Wilton Manorst:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

ACCEPTANCE OF EMPLOYMENT BY FIRM

GARDNER BIST KING & WOOD, LLP
Florida Professional Limited Liability Partnership

By: _____
Partner

Date: _____

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 28, 2026

From: Roberta Moore, Community Development Services Director
Prepared by: Roberta Moore, Community Development Services Director, Gary Blocker, Chief of Police

(a) Subject: **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.

(b) City Manager Recommendation: Approval of Ordinance No. 2026-007 on Second Reading amending Chapter 4 of the City of Wilton Manors Code of Ordinances relating to dangerous dog regulations.

(c) Report In Brief: Proposed amendments to Chapter 4, "Animals" of the City of Wilton Manors Code of Ordinances related to dangerous dogs.

(d) Discussion: The Pam Rock Act was passed by the Florida Legislature amending Chapter 767, Florida Statutes, effective on July 1, 2025, governs the City's actions in response to an incident involving a dangerous dog. Based upon changes in the Florida Legislature, the City determined amendments were necessary to be made in Chapter 4 of the City's Code of Ordinances governing dangerous dogs regulations. Ordinance No. 2026-007, amends definitions, initial determination requirements; penalties; responsibilities and fines.

(e) Strategic Plan Consistency: Goal C. Enhance Quality of Life and Livability. Objective 3. Promote the Public Health and Welfare of City Residents.

(f) Concurrences:

(g) Fiscal Impact:

(h) Alternatives:

(i) Attachments: 1. 2026-007 ORD Code Rewrite Chapter 4 - Dangerous Dogs
2. Chapter 4 Animals Memo 4.15.2026
3. Chapter 4 Animals Presentation 4.28.2026
4. Fiscal Impact Analysis - Chapter 4 Animals (Ord. 2026-007) (GB146-040826)

ORDINANCE NO. 2026-007

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," 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.

WHEREAS, City Staff periodically reviews the Ordinances and ULDRs of the City of Wilton Manors, Florida and makes recommendations to the City Commission to revise its Ordinances and ULDRs; and

WHEREAS, the Florida Legislature passed the Pam Rock Act, amending Chapter 767, Florida Statutes, which went into effect on July 1, 2025 and governs the City's actions in response to an incident involving a dangerous dog; and

WHEREAS, the City Staff recommends that the City Commission amend the Code of Ordinances, as more specifically set forth herein; and

WHEREAS, the City Commission of the City of Wilton Manors, Florida deems it to be in the best interests of the citizens and residents of the City to amend the Code of Ordinances as set forth herein.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Chapter 4 of the City Code of the City of Wilton Manors, shall be amended as follows:

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

Sec. 4-14. Dangerous dogs.

(a) *Definitions.* The following terms shall have the same meaning as F.S. § 767.11, as may be amended from time to time:

(1) *Dangerous dogs* means any dog that, according to the City records or other animal control or law enforcement authority:

…

d. ~~*Exception.* No dog shall be defined as a dangerous dog if it has bitten a person while the dog was on the property of its owner and if the dog was acting under the direction and control of its owner or if the person bitten is subsequently found to have been in the act of committing either a misdemeanor or a felony.~~

…

(5) *Animal Control Authority* means ~~an entity acting alone or in concert with other local governmental units~~ the City of Wilton Manors, acting alone or in concert with Broward County, ~~and authorized by them~~ to enforce the animal control laws of the City, Broward County, or the state. ~~In those areas not served by an Animal Control Authority, the sheriff shall carry out the duties of the Animal Control Authority under this Section.~~

…

(b) *Dangerous dog investigation and procedures.*

…

(2) *Initial determination.* Upon completing its investigation, the Animal Control Authority shall make an initial determination as to whether there is sufficient cause to classify the dog as dangerous and notify the owner of the requirements and penalties provided by the City Code.

c. A dog may not be declared dangerous if: the person who was bitten was unlawfully on the property of the dog's owner or while lawfully on the property of the dog's owner, was tormenting, abusing or assaulting the dog, its owner, a family member, or if the dog was protecting or defending a human being from an unjustified attack or assault.

…

(5) *Confinement of dog pending investigation, hearing, and appeal.*

a. A dog that is the subject of a dangerous dog investigation ~~because of severe injury or the death to of~~ and that has killed a human being ~~may~~ or has bitten a human being and left a bite mark that scores 5 or higher on the Dunbar bite scale must be immediately confiscated by the ~~City~~ Animal Control Authority to be placed in quarantine, if necessary, for the proper length of time, ~~or~~ impounded and held for 10 business days after the owner is given written notification. If the owner

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requests a hearing during the 10 business days, t~~T~~he dog ~~may~~ must be held ~~pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any provisions imposed pursuant to this Section. If the dog is to be destroyed, the dog may not be destroyed~~ while the ~~a~~ appeal is pending. The owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the dog pending any hearing or appeal.

1. If a dog that has killed a human being or has bitten a human being and left a bite mark that scores 5 or higher on the Dunbar bite scale, is surrendered by the owner to the animal control authority during or after the investigation, the authority must humanely euthanize the dog.

2. A dog that is the subject of any other dangerous dog investigation may be immediately confiscated by an animal control authority; placed in quarantine, if necessary; impounded and held pending the outcome of the investigation.

b. If the owner of the dog is allowed to maintain possession of the dog, the owner must keep the dog in a humane and safe manner in a ~~securely fenced or enclosed area~~proper enclosure from which the dog may not escape during the dangerous dog investigation and during the pendency of subsequent hearing or appeal. The dog must be muzzled, leashed, and under the control of a person capable of controlling the dog whenever the dog is not within such securely fenced or enclosed area to prevent it from coming into contact with any person or domestic animal other than a person or domestic animal in the immediate household of the owner. The owner shall provide to the Chief of Police or designee the address where the dog is kept. No dog that is the subject of a dangerous dog investigation or that is to be destroyed may be relocated, nor may ownership of the dog be transferred, pending the outcome of an investigation or any hearing or appeal related to the determination of a dangerous dog classification or any proposed provisions imposed pursuant to this Section.

…

Sec. 4-15. Dangerous dog penalties.

(a) The owner of a dog classified as a dangerous dog shall:

(1) ~~Within fourteen (14) days after~~ Upon issuance of the final order classifying the dog as dangerous or the conclusion of any appeal that affirms such final order, obtain a certificate of registration for the dog from the City's Police Department, and renew the certificate annually provided the owner of the animals presents sufficient evidence of all of the following:

…

c. Permanent identification of the dog~~, such as an electronic~~ by implantation of a microchip.

…

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e. Proof the dog has been spayed or neutered.

(2) Immediately notify the Police Department when the dog:

a. Is loose or unconfined.

b. Has bitten a human being or attacked another animal.

c. Is sold, given away, is moved to another address, or dies.

1. Before a dangerous dog is sold, moved to another address, or is given away, the owner shall provide the name, address, and telephone number of the new owner to the ~~Animal Control Authority~~Police Department.

2. The new owner must comply with all of the requirements of this Section and ~~implementing local ordinances~~ state law, even if the animal is moved from one local jurisdiction to another within the state. The animal control officer must be notified by the owner of a dog classified as dangerous that the dog is in their jurisdiction.

(3) Not permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and under control of a competent person. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting a person or animal. The owner may exercise the dog on the owner's property in a ~~securely fenced or enclosed area that does not have a top~~ proper enclosure without a muzzle or leash, if the dog remains within their sight and only members of the immediate household or persons eighteen (18) years of age or older are allowed in the enclosure when the dog is present. When being transported, such dogs must be safely and securely restrained within a vehicle.

(b) If a dog ~~is~~ classified as a dangerous dog due to an incident that ~~causes~~ did not cause severe injury or death to a human being~~, based upon the nature and circumstances of the injury and the likelihood of a future threat to the public safety, health, and welfare, the dog may be destroyed in an expeditious and humane manner.~~ is surrendered to Broward County, the County may humanely euthanize the dog. If the County elects to place the animal for adoption, it must post signage on the dog's enclosure to inform potential adopters that the dog has been declared dangerous and inform any adopter of the dog owner's requirements under this section. The County must provide a person who adopts a dangerous dog with a copy of the declaration and must require them to sign a contract with the authority agreeing to abide by the requirements of the declaration.

…

(f) If a dog that has previously been declared dangerous bites a human being or domestic animal without provocation, the City must immediately contact Broward County to respond and confiscate the dog; place the dog in quarantine for the proper length of time, if necessary; hold the dog for ten (10) business days after the owner is given written notification; and thereafter euthanize the dog in an expeditious and humane manner.

(g) The owner may request a hearing within the ten (10) days and shall be responsible for all boarding costs to humanely and safely keep the dog pending the hearing.

Sec. 4-16. Responsibilities of owners of dangerous dogs.

The owner or keeper, if other than the owner, of a dangerous dog shall:

(1) Ensure that the dog, while on the owner's property, is securely confined indoors. At any time that a dangerous dog is not so confined, the dog shall be muzzled and restrained in such a manner as to prevent it from biting or injuring any person or animal, and kept on a substantial chain or leash by a person able to exercise control over the dog. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting any person or animal. However, the foregoing requirements of this subsection do not apply:

a. When the dog is being transported within the cab or passenger portion of any motor vehicle, provided the vehicle has a roof, and the dog cannot escape through an open window.

b. When the owner is exercising the dog in a securely fenced or enclosed area that does not have a top, provided that the dog remains within the owner's sight and only members of the immediate household or persons eighteen (18) years of age or older are allowed in the enclosed or fenced area when the dog is present.

(2)~~c.~~ Notify the City immediately if the owner believes that the dangerous dog has been stolen. The owner must, concurrently with that notification, report the theft to the appropriate local law enforcement authority and provide the official police report to the City.

(3)~~d.~~ Notify the City immediately if the owner moves to another address with the dangerous dog, which notification shall identify such address.

(4)~~e.~~ The owner of a dangerous dog may surrender the dangerous dog to Broward County if the owner is unable or unwilling to comply with the requirements of this Chapter.

(5)~~f.~~ The Sections of this Chapter related to dangerous dogs shall not apply to dogs owned and used by a law enforcement agency.

...

Sec. 4-21. Enforcement; fines for violation.

(a) The officers of the City's Police Department, as well as the City's Code Compliance officers, shall enforce the provisions of this Chapter. 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 Special Magistrate, to contest the violation shall be deemed to have waived the right to contest the violation, and judgement may be entered against the person for an

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amount not to exceed ~~five hundred~~ one thousand dollars (~~$500.00~~ $1,000.00), plus court costs, administrative costs, and attorneys' fees, if applicable.

…

Section 3: Codification. It is the intention of the City Commission of the City of Wilton Manors, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code and Ordinances of the City of Wilton Manors, Florida, and that Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 4: Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 5: Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6. Effective Date. Except as otherwise provided for herein, this Ordinance shall take effect immediately upon adoption.

THE REMAINDER OF THIS PAGE HAS

BEEN INTENTIONALLY LEFT BLANK.

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

PASSED ON FIRST READING BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS _____ DAY OF APRIL, 2026.

PASSED AND ADOPTED ON SECOND AND FINAL READING BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA THIS ____ DAY OF _____, 2026.

CITY OF WILTON MANORS, FLORIDA

By:_____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH BECKFORD, MMC
CITY CLERK

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

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

RECORD OF COMMISSION VOTE: 1ST Reading

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

RECORD OF COMMISSION VOTE: 2ND Reading

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

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WILTON MANORS, *Island City*
2020 WILTON DRIVE, WILTON MANORS, FLORIDA 33305

COMMUNITY DEVELOPMENT SERVICES
(954) 390-2180 FAX: (954) 567-6069

Life's Just Better Here

MEMORANDUM

TO: Mayor, Vice Mayor and City Commissioners

THRU: Leigh Ann Henderson, City Manager

FROM: Roberta Moore, Community Development Services Director

CC: Gary Blocker, Chief of Police

DATE: April 7, 2026 / April 15, 2026

RE: Proposed amendments to Chapter 4 entitled "Animals" of the City of Wilton Manors Code of Ordinances

---

Chapter 4 of the City's Code of Ordinances provides for regulations relating to animals within the City of Wilton Manors. Ordinance No. 2026-007 provides for amendments to Chapter 4 pertaining to dangerous dogs.

The following amendments are proposed:

Section 4-14 Dangerous dogs

- Amend definition of "dangerous dogs" and "Animal Control Authority".
- Add language that clarifies when a dog may not be declared dangerous.
- Amend confinement of dog pending investigation, hearing, and appeal if the dog has killed a human or has bitten a human and left a bite mark that scores 5 or higher on the Dunbar bite scale.

Section 4-15 Dangerous Dog Penalties

- Clarifies penalties of a dog classified as a dangerous dog including notification to the Police Department.
- Amend language where the dog classified as a dangerous dog due to an incident that did not cause severe injury or death to a human.

Section 4-16 Responsibilities of Owners of Dangerous Dogs

- Renumber Section.

Section 4-21 Enforcement; fines for violation.

- Amend fine for violation from five hundred dollars ($500.00) to one thousand dollars ($1,000.00).

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Amendments to Chapter 4, "Animals" of the City's Code of Ordinances pertaining to Dangerous Dogs

April 28, 2026

City Commission

Background

- The Pam Rock Act was passed by the Florida Legislature amending Chapter 767, Florida Statutes, effective on July 1, 2025, governs the City's actions in response to an incident involving a dangerous dog. Based upon changes in Florida Legislature, the City determined amendments were necessary to be made in Chapter 4 of the City's Code of Ordinances governing dangerous dogs regulations.

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Proposed Amendments to Chapter 4

- Section 4-14 Dangerous dogs
  - Amend definition of "dangerous dogs" and "Animal Control Authority".
  - Add language that clarifies when a dog may not be declared dangerous.
  - Amend confinement of dog pending investigation, hearing, and appeal if the dog has killed a human or has bitten a human and left a bite mark that scores 5 or higher on the Dunbar bite scale.
- Section 4-15 Dangerous Dog Penalties
  - Clarifies penalties of a dog classified as a dangerous dog including notification to the Police Department.
  - Amend language where the dog classified as a dangerous dog due to an incident that did not cause severe injury or death to a human.
- Section 4-16 Responsibilities of Owners of Dangerous Dogs
  - Renumber Section.
- Section 4-21 Enforcement; fines for violation.
  - Amend fine for violation from five hundred dollars ($500.00) to one thousand dollars ($1,000.00).

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THANK YOU
FOR YOUR SERVICE
TO THE
ISLAND CITY

City of Wilton Manors

Business Impact Estimate

Note: The business impact estimate must be posted on the City's website no later than the date the notice of proposed enactment is published per Section 166.041(4) Florida Statutes. This business impact estimate may be revised following its initial posting.

Ordinance title/reference:

Amendments to Chapter 4 of the City Code of Ordinances entitled "Animals" relating to dangerous dogs; dangerous dog penalties; and responsibilities.

Does any of the following exceptions to the Business Impact Estimate requirement apply? If so, check the applicable box and leave the remainder of the form blank.

- ☑ The ordinance is required for compliance with federal or state law or regulation;
- ☐ The ordinance relates to the issuance or refinancing of debt;
- ☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the County;
- ☐ The ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The ordinance is enacted to implement the following:
  a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
  b. Sections 190.005 and 190.046, regarding community development districts;
  c. Section 553.73, relating to the Florida Building Code; or
  d. Section 633.202, relating to the Florida Fire Prevention Code.

Business Impact:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

   This ordinance amends Chapter 4 of the City Code related to dangerous dogs to align with recent changes in Florida Statutes (Pam Rock Act). The ordinance updates definitions, investigation procedures, confinement requirements, penalties, and owner responsibilities. It enhances public safety by establishing clearer enforcement authority, including coordination with law enforcement and Broward County Animal Control.The public purpose of this ordinance is to protect the health, safety, and welfare of residents by reducing the risk of dangerous dog incidents and ensuring proper accountability for dog owners.

2. Estimate of direct economic impact of the proposed ordinance on private, for- profit businesses in the City of Wilton Manors (each is required):

   The regulations primarily apply to individual dog owners rather than businesses. However, a business/property owner may be held accountable if found in violation of this ordinance. Fines for violations: 1st Violation - $250.00; 2nd violation - $500.00; Irreparable/Irreversible - Up to $5,000.00. Administrative costs of $225.00 will apply if found in violation.

   2.1 An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted

   There are no projected compliance costs to be incurred by businesses, unless a business/property owner is found in violation of this ordinance. Fines for violations: 1st Violation - $250.00; 2nd violation - $500.00; Irreparable/Irreversible - Up to $5,000.00. Administrative costs of $225.00 will apply if found in violation.

   2.2 Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible

   N/A

   2.3 An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

   N/A

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

   Zero, unless a business/property owner is found in violation of the ordinance.

4. Additional information (if any):

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 28, 2026

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

(a) Subject: **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.

(b) City Manager Recommendation:

(c) Report In Brief: Approval of Resolution No. 2026-025 will authorize the City to declare an intent to enter into a Comprehensive Agreement for a qualifying project to complete a Citywide I&I Reduction program and set a period to accept other proposals for the same project.

(d) Discussion: The City maintains approximately 35.6 miles of gravity sewer pipes and 830 sewer manholes. Wastewater enters this public system through approximately 4,400 privately owned sewer laterals. These structures may crack or fracture over time, allowing rainwater and groundwater to seep into the sanitary sewer system as Infiltration and Inflow (I&I). On April 4, 2026, the City received an Unsolicited Proposal for a City-Wide I&I Reduction Program to detect and remove extraneous groundwater and rainwater from the sewer system. The proposed I&I reduction program includes program administration, data collection and evaluation to include flow monitoring, Sanitary Sewer Evaluation Survey (SSES), manhole inspections, smoke testing, and other field and engineering tasks, and compiling of rehabilitation and repair packages.

An initial assessment has determined that the proposal satisfies the submission requirements of Florida Statute §255.065 for purposes of initial intake and review and meets the statutory definition of a project serving a public purpose such that it should proceed to evaluation under the unsolicited proposal process. The proposal provides sufficient detail beyond a conceptual level and addresses a qualifying wastewater infrastructure project that serves a clear public purpose.

(e) Strategic Plan Consistency:

(f) Concurrences:

(g) Fiscal Impact:

(h) Alternatives:

(i) Attachments:
1. 2026-025 RESO Unsolicited Proposal Project
2. WM-Ardurra-Infiltration Inflow Program - Proposal
3. Unsolicited Proposal Ardurra Presentation - April 2026

RESOLUTION NO. 2026-025

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.

WHEREAS, on or about April 1, 2026, the City of Wilton Manors received an unsolicited proposal, from a private entity pursuant to Section 255.065, Florida Statutes, 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

WHEREAS, the City Commission hereby waives any application fee; and

WHEREAS, the City's Director of EM/Utilities, Alan Dodd, P.E., has reviewed the unsolicited proposal; and

WHEREAS, the City Commission of the City of Wilton Manors, Florida intends to enter into a comprehensive agreement for the project proposed in the unsolicited proposal.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2: The City Commission finds that the proposed project would serve a public purpose as a public facility or infrastructure that is used and will be used by the public

at large or in support of an accepted public purpose or activity, and constitutes a qualifying project pursuant to Section 255.065, Florida Statutes.

Section 3: The City Commission of the City of Wilton Manors, pursuant to Section 255.065, Florida Statutes, hereby declares its intent to enter into a comprehensive agreement for such a project.

Section 4. The City of Wilton Manors will accept other proposals for the same project in accordance with Section 255.065, Florida Statutes, for a period of _____ (___) days after the initial date of publication.

Section 5. The City Clerk shall cause a notice, in substantially the following form, to be published in the Florida Administrative Register and a newspaper of general circulation once a week for two weeks, and mailed to each local government in the affected area:

> PLEASE TAKE NOTICE that the City of Wilton Manors, Florida, has received unsolicited proposals from a private entity pursuant to Section 255.065, Florida Statutes, to perform Sanitary Sewer Evaluation Survey (SSES), manhole inspection, smoke testing and other field and engineering tasks for a citywide infiltration & inflow reduction program. The City of Wilton Manors will accept other proposals for the same project on or before the _____ day after _____. Other proposals for the same project must be received in writing in the City of Wilton Manors City Clerk's Office, 2020 Wilton Drive, Wilton Manors, Florida, 33305, before 5:00 P.M., local time on _____.

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

Section 7. 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 8. 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 APRIL, 2026.

CITY OF WILTON MANORS, FLORIDA

By: _____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH
GARCIA-BECKFORD, MMC
CITY CLERK

RECORD OF COMMISSION VOTE

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

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

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

ARDURRA
COLLABORATE. INNOVATE. CREATE.

Alan Dodd, PE
Director
Emergency Management and Utilities Department
2020 Wilton Dr, Wilton Manors, FL 33305

4/1/2026

RE: Citywide Infiltration & Inflow Reduction Program/Unsolicited Proposal

Mr. Dodd

Pursuant to Florida Statute 2550.65, Ardurra Group, Inc is hereby submitting for your consideration, an unsolicited proposal for the Citywide Infiltration & Inflow (I/I) Reduction Program

As a local leader in I/I Programs, Ardurra is currently working on similar projects with the City of Fort Lauderdale, City of Coral Gables, City of North Miami, among many other Utilities in South Florida.

The main objective of this I/I Program is to detect and remove extraneous groundwater and rainwater off the sewer system. Based on preliminary understanding, approximately 0.8 MGD of flow within the system may be attributed to I/I. This represents a significant volume of unnecessary flow that the City must convey through its collection system, contributing to increased pumping demands, reduced available capacity, and higher wholesale treatment costs ultimately borne by ratepayers. Reducing these flows will not only generate long-term cost savings, but also extend the useful life of existing infrastructure, defer costly capacity expansions, and improve system reliability and ensuring compliance with regulatory agencies

Through this project, Ardurra will perform Sanitary Sewer Evaluation Survey (SSES), Manhole Inspection, Smoke Testing and other field and engineering tasks for the benefit of the City.

We look forward to assisting the City on this important project

Sincerely,

Rodolfo Remon
Practice Director

CC: Franklin Torrealba, PE/Ardurra
Paola Davalos, PE/Ardurra
Rares Petrica, PE/Ardurra

Dated this 1st day of April, 2026

CITY OF WILTON MANORS

EMERGENCY MAGEMENT & UTILITIES DEPARTMENT

CITYWIDE INFLOW AND INFILTRATION REDUCTION PROGRAM

UNSOLICITED PROPOSAL

PROFESSIONAL SERVICES

This Work Order between the City of Wilton Manors, a Florida municipal corporation ("CITY"), and Ardurra Group, Inc. ("CONSULTANT"), is made pursuant to a request from the CITY.

PROJECT DESCRIPTION

A well-maintained sanitary sewer system is critical to public safety and the quality of life for the residents. The CITY has established a goal to improve the overall quality and condition of its sanitary sewer system through a Citywide Inflow and Infiltration (I&I) Reduction Program. The CITY's wastewater collection and transmission system includes approximately 188,000 linear feet of gravity sewer pipes, 830 sewer manholes, 10,300 linear feet of force main pipes, and 12 wastewater pumping station.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the CITY the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the CITY. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The CITY shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the CITY with a marked up set of plans and/or

specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit to this Work Order. The schedule shall be prepared in Microsoft Project and shall include the CONSULTANT's best estimate as to the project start date.

Within 10 business days after receiving the Notice to Proceed and prior to beginning work, the CONSULTANT shall submit a final project schedule to the CITY for approval. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

Permitting

The CONSULTANT shall coordinate with the CITY, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

- South Florida Water Management District (SFWMD)
- U.S. Army Corps of Engineers (USACE)
- U.S. Coast Guard (USCG)
- City of Wilton Manors Building Department
- Florida Department of Health Broward County

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

Task 1 – Program Management Services

The CONSULTANT will provide Program Management for the implementation of the Citywide I&I Reduction Program. The CONSULTANT will oversee its own team, including the subconsultants necessary to complete the Program. The CONSULTANT will manage and coordinate components of the Program and take a proactive role in keeping tasks on schedule and budget and ensure timely completion of the Program. Additionally, the CONSULTANT will coordinate with CITY staff and work closely with the CITY to ensure a timely CITY review of deliverables.

Task 1.1 – Program Administration & Coordination Meetings

A successful I&I Program must be flexible and adaptive to emerging needs and unforeseen conditions. A reasonable level of management and administrative oversight and support is warranted to address the CITY's I&I reduction requirements and anticipate emerging needs. The CONSULTANT will provide adequate management and administrative engagement to assure that requisite expertise and resources are identified and assigned when needed to support the CITY's needs with one single objective: facilitate the CITY's reliable execution of its I&I Reduction Program and demonstrate the effectiveness of the Program to the CITY's constituents, customers, and other stakeholders.

Program Administration

The CONSULTANT will provide Program leadership, schedule management, tracking of program budget and expenditures, quality control & assurance, maintaining accurate record keeping, follow-up on action items, coordinate with subconsultants, and oversee completion of work within the program. The CONSULTANT will maintain a systematic document control and an electronic document management system which will contribute to standardization, compliance, knowledge management, collaboration, and overall program efficiency.

The CONSULTANT will schedule and lead Program meetings including preparation of Program related agendas and meeting minutes. The CONSULTANT will prepare for and attend to Program coordination meetings, including virtual monthly coordination meetings with the City as well as routine day-to-day coordination with the CITY, stakeholders, and contractors to ensure constant and effective communication.

Program Initiation Meeting

The CONSULTANT will coordinate with the CITY to organize a kickoff meeting with CITY staff to achieve the following:

- Define Program goals
- Define PMP Strategy
- Review Program scope and management approach
- Identify Program structure: roles and responsibilities of key Project staff
- Communication and coordination approach
- Review Program schedule and deliverables
- Identification of key stakeholders
- Identify and discuss critical path items
- Others items, as appropriate

Coordination Meetings

Monthly Coordination meetings with CITY staff and any Subconsultant's leads working on tasks will be held to achieve the following:

- Review Program schedule and deliverables
- Provide update on Project budget
- Identify and discuss critical items
- Facilitate decision making

The CONSULTANT will prepare monthly progress reports that will be issued to the CITY along with monthly invoices. Monthly progress reports will include overall status of the work order, work performed during the invoice period, estimated completion of tasks and major sub-tasks, and current challenges/issues.

Deliverables:

- Kick-off Meeting Agenda & Meeting Minutes
- Monthly Progress Reports: Schedule & Budget Updates
- Monthly Coordination and Review Meetings: Meeting Agenda & Meeting Minutes

Task 1.2 – Integrated GIS-based I&I Dashboards

The CONSULTANT will develop a GIS-based portal (Dashboard) where matters pertaining to the Citywide I&I Reduction Program can be tracked, viewed, or referenced. The process of collecting and analyzing information on I&I is more efficient using a GIS-based platform. The ability to view the Program and continuous I&I reduction information in a geographic context is not the only reason for using a GIS. The integration of GIS also simplifies the process of entering inventory data and assigning future wastewater flow data, as well as creating and tracking Contractor rehabilitation work orders.

The CONSULTANT will create standard GIS-compatible inspection forms which will be used to assess the physical condition of each element of the inventory via mobile devices. Standardization of this data is critical to develop a comprehensive and well-organized I&I analysis. These include manhole inspections, smoke testing, night flow isolation, dye inspections, and CCTV. These digital forms will seamlessly integrate into the Dashboard's predefined database structure designed to support and complement the I&I analysis process.

The Dashboard will be used to integrate the various components of the I&I analysis process: Inventory, Modeling, Inspections, Prioritization, Tracking of Contractor work orders and progress.

Visualization and quantification of Program progress using the Dashboard results in time and cost savings due to reduction in manual efforts expended, manual errors in processing data, and time taken for the process. The goal of the Dashboard is to make progress monitoring easier, faster, and more efficient.

The CONSULTANT will organize and lead workshop(s) that will focus on the Dashboard, its uses, and how the Dashboard will serve to integrate the components of the I&I process. Additionally, the intent of the workshop is to gather input from the CITY’s GIS and IT staff and Consultants on technical details related to the Dashboard. The workshops will take place at the start of the Program, before the Dashboard is developed, and at the time the Draft Dashboard is presented to the CITY.

This subtask also includes ongoing updates and maintenance of Dashboard. The goals of the Dashboard include:

- Monitoring and Visualization
- Data Integration
- At-a-Glance Performance Metrics
- Geospatial Visualization
- Cost-Benefit Analysis Integration
- Stakeholder Communication: Ability to print status reports for communication & updates to stakeholders

Deliverables:

- Integrated GIS-based I&I Dashboard
    - Dashboard Workshop (Agenda and Minutes)

Task 2 – Data Collection and Analysis

Task 2.1 – Desktop Data Collection and Analysis

The CONSULTANT will prepare a Request for Information to the CITY & review already completed work by the CITY and/or its contractors/consultants, including previous CCTV footage, smoke testing, I&I analysis, and I&I rehabilitation projects from recent years.

Data Collection efforts will include, but are not limited to the following:

- WTP data (pumped and billed)
- Pump Station Runtime Data
- SCADA
- Historical Pump Station Condition Assessment Data
- Frequency, severity, and duration of Sanitary Sewer Overflows (SSO's)
- City's Sewer GIS including pump station, gravity mains, manholes, laterals, force mains, pump station basins, repump stations, private systems, flow meters, etc.
- Property Appraiser GIS Data & Easement Layer, if available
- As-builts
- Prior CCTV inspection data
- Customer service calls
- Groundwater levels
- Land use and environmental designations
- Previous problems, I&I investigations, and rehabilitation in the system
- Flow data for any permanent metering equipment in the system (i.e. flow meters for Large Users)
- Soils data, including soils reports undertaken for design and construction projects for confirmation of groundwater table elevations
- Rainfall Data
- Tidal Data and Tidal charts for areas suspected to be influenced by tidal infiltration
- Capacity studies
- Existing computer models of the collection system
- Private-side sewer system data:

  - Age of homes,
  - City policies concerning connection private ownership and maintenance responsibility for private side laterals
  - Records of homeowner complaints (if available)
  - Other Records, CCTV recordings, etc./plumbing inspections if available
- O&M Data including:
  - Cityworks Work Order Data
  - O&M Staff Knowledge: Interviews of operations staff to collect anecdotal information (including areas requiring frequent I&I or SSO problems
  - Routine Maintenance Logs
- Planning Data including future growth areas which will affect capacity requirements of system
- Other data, as applicable and available

As part of the data analysis process, the CONSULTANT will review and validate the collected data and perform a Data Gap assessment of missing information requiring record drawing confirmation or field verification.

The CONSULTANT will review the CITY's sewer GIS and develop individual basin maps for future work throughout the Program including:

- Property boundaries and surrounding main streets
- North arrow
- Scale
- Location, lineal feet (LF), diameter, and material (if available) of the underground gravity sewer pipes in the system
- Numbered manholes and invert elevations
- Location of the pump stations
- Schools, hospitals, and government buildings
- Point of connection of the pump station force main pipe

Deliverables:

- RFI Memo (Draft and Final)
- Data Collection Database
- Additional Data Needs/Gaps Memo (Draft and Final)

Task 2.2 – Flow Monitoring Evaluation and Calculations of GPDIM

The CONSULTANT will provide a sewer flow evaluation (either via field verification or SCADA analysis) to collect data before and after each project/basin is complete. The CONSULTANT will perform data processing and analysis for all data collected. This includes preparing and delivering periodic flow reports.

When implementing Flow calculations using wet well volume and pump on-off cycles (time-of rise method) in the field, a CONSULTANT field crew comprised of a Designer and an Inspector

will visit the pump station site during the low domestic flow timeframes of approximately 12:00 AM to 6:00 AM, and perform the time-of-rise process a minimum of three
(3) times per site during three (3) continuous nights to obtain an average of the night-time flow entering the Pump Station. Assistance from CITY O&M staff will be required to operate the pumps during the flow monitoring evaluations.

During the flow evaluation period, the CONSULTANT will compare wastewater flow monitoring vs rainfall, groundwater levels and tidal elevations (as applicable in coastal basins) to determine the impact of changes these environmental conditions have on sewer system flows.

Additionally, the CONSULTANT will compare the collected data against industry standards and compare to the allowable per capita flow allowed under the "Broward County Guidelines for Determining Ability to Provide Potable Water and Wastewater Service". Should the investigation of the public sewer lines exceed the allowable standards, the CONSULTANT will make recommendations for further testing and evaluation.

Using the sanitary sewer collection system information collected in Task 2.1, the CONSULTANT will calculate the I&I in each of the CITY's sewer collection basins for the time period of 12:00AM to 6:00AM for the days the flow monitoring was performed.

The CONSULTANT will perform I&I calculations using the gallon per day per inch-diameter-mile (GPDIM) method. Sewer collection basins will be assigned a priority for data collection and rehabilitation based on measured GPDIM, estimated ROI for rehabilitation, and CITY O&M staff observations.

Deliverables:

- Flow Monitoring Field Forms and Documentation
- Citywide I&I Quantification Estimates (Draft and Final)

Task 3 – Sanitary Sewer Evaluation Survey (SSES)

The primary objective of the Sanitary Sewer Evaluation Survey (SSES) is to assess the condition, performance, and capacity of the existing sanitary sewer system within the CITY. The SSES aims to identify any deficiencies, potential sources of I&I, to further prioritize necessary rehabilitation or maintenance efforts. The comprehensive evaluation will be conducted in compliance with industry standards and regulatory requirements.

SSES activities will be conducted with the use of mobile devices powered with GIS-based collection software to facilitate and streamline real-time data transfer between field and office staff. This process also allows field data to seamlessly integrate into the ArcGIS environment. As such, while performing SSES activities the CONSULTANT will have the opportunity to assist the City by collecting missing information within the CITY's Sewer GIS that can be captured during the ongoing SSES Activities. This information can later be integrated into the CITY's Sewer GIS by the CITY's selected GIS Consultant.

A three (3) person field crew shall be maintained at minimum during these SSES inspections to ensure proper Safety of CONSULTANT Staff and the public.

Task 3.1 – Visual Manhole Inspections

The CONSULTANT will perform Level 1 visual manhole inspections, compliant with NASSCO-MACP standard, throughout the CITY's sewer basins. The manhole inspections will include information on the lines connected to the manhole and the flow direction, pipe material, pipe size, whether the manhole is surcharged, infiltration, damage to the manhole cover, wastewater flow, manhole inserts, and grease. No manhole entry will be performed. Photographs will be taken of the manholes to document their conditions.

The CONSULTANT will provide the CITY with a list of surcharged or inaccessible manholes at the time of the initial manhole inspections. After coordination with the CITY's to achieve favorable conditions or accessibility for inspection, the CONSULTANT will perform up to one (1) additional inspection attempt.

This Subtask may be combined with the efforts on Task 3.2 and Task 3.3 for efficiency and expediency.

Deliverables:

- Manhole Inspection Forms (.pdf)
- Manhole Inspection Condition Summary Table (.pdf and .xlsx)
- Manhole Inspection Condition Maps (.pdf)
- List of Surcharged or Inaccessible Manholes (.xlsx)
- Updated Dashboard with Manhole Inspection Results

Task 3.2 – Night Flow Isolation

The CONSULTANT will perform Night Flow Isolation throughout the CITY's sewer Basins during the rainy season and during high tide timeframes for tidally influenced basins. Night flow isolation is a methodology used to localize I&I issues within the sewer system. The methodology involves isolating sewer segments and observing the flow during high groundwater conditions and hours of low domestic activity. The CONSULTANT will plug the upstream sewer line and observe/record the flow in a manhole downstream of the plugged section. This flow isolation analysis will pinpoint specific manhole to manhole segments were higher than normal flow is observed. These segments will be targeted for CCTV inspection.

Deliverables:

- Night Flow Isolation Results Summary Table with Targeted Lines for CCTV (.pdf and .xlsx)
- Night Flow Isolation Results Map with Targeted Lines for CCTV (.pdf)
- Updated Dashboard with Night Flow Isolation Results

Task 3.3 – Smoke Testing

The CONSULTANT will conduct smoke testing throughout the CITY's Sewer Basins. The services will be performed with a portable blower designed and built specifically for the use of smoke testing. The pipe sections and lengths will not exceed the capacity of the blower to provide adequate smoke for testing; in general pipe lengths should not exceed 2,000 LF. CONSULTANT will not perform smoke testing on days that will hinder the results of the test (for example, when high winds, heavy rains, or excessively high groundwater levels would interfere with the effectiveness of the testing).

The CONSULTANT staff will record locations where smoke is observed. Smoke exfiltration may be caused by structural damage in pipes or manholes, cross-connections with roof gutters, sewer cleanouts, leakage in laterals, area drains, and stormwater drain cross- connections. For each sewer line tested, the field worksheets will locate each point of smoke exfiltration detected. Typical methods to locate smoke leakage include triangulate the defect with respect to the distance from two fixed objects (house corners, power poles, fire hydrant, etc.) and record on a location sketch; sub-meter GPS coordinates; or recording the distance from the upstream manhole to a point perpendicular to the defect, as well as the distance left/right to the defect.

Photographic records of these observations will be kept. Photographs of smoke evidence will have a location indicated in the photograph using a defect flag where possible. Photographs will be clearly cross-referenced to the field log indicating the location of the leak. Once the defect has been flagged, CONSULTANT staff will snap a digital picture showing the smoke exiting from the defect, flag, and physical features at or near the defect.

Observations, sketches, photographs, and test results will be included in a Smoke Test Report which will summarize the Smoke Test findings. If any cleanout lid or manhole rain dish should be replaced or installed, it should be furnished and installed by the City.

The report will indicate:

- If smoke was observed emitting from storm drains, which should be regarded as an illegal connection.
- If smoke was observed emitting from the ground surface, which indicates a broken pipe.
- If smoke reached the entire system
- Weather or other conditions that might have affected the testing.
- Date Agencies were notified of the test.
- Date of testing
- Method and equipment used for smoke testing.
- Points of smoke injection
- If all cleanouts were inspected
- List of required repairs or indication that no repairs are required.

Proper notification of planned SSES activities is essential for a successful smoke testing program. CONSULTANT will prepare draft material to be printed and/or published on the CITY's website to communicate to residents the upcoming SSES activities.

Additionally, the CONSULTANT will prepare & distribute door hangers placed on or near front doors or mailboxes of homes two (2) to four (4) days prior to smoke testing. While performing door hanger distributions, CONSULTANT staff will document the location and condition of existing and accessible cleanouts within the public right-of-way.

Photographic record of door hanger distribution for each property and inspected public-side cleanouts will be kept and recorded with a GIS-based collection software and tracking dashboard. Documentation of door hanger distribution is to be captured from within the public right-of-way.

The CONSULTANT will inform safety agencies such as fire department and police Department prior to Smoke Test operations.

Deliverables:

- Smoke Test Defect Forms (.pdf)
- Smoke Test Defect Summary Table (.pdf and .xlsx)
- Smoke Test Defect Maps (.pdf)
- Smoke Test Report(s) (Draft and Final)
- Updated Dashboard with Smoke Testing Results
- Door hangers and notifications for Smoke Testing

Task 4 – Rehabilitation and Repair Procurement Package(s)

The CONSULTANT will summarize and compile the SSES inspections into a unified report format per individual basin and update the Dashboard with all SSES inspections to facilitate the CITY's visibility of these items for future repairs.

Corrective Action Plan (CAP) Tables

The CONSULTANT will prepare/compile a corrective action work plan based on the findings of this report. This plan will list identified deficiencies and propose solutions to reduce the amount of I&I found in the CITY's sanitary sewer collection system, to bring it into compliance with established limits for allowable I&I levels.

The CONSULTANT will provide an un updated and consolidated SSES Summary Report including night flow isolation, smoke testing, manhole inspection, and estimated and/or measured flow rates associated with I&I sources. CONSULTANT will confirm preliminary repair recommendations and areas recommended for additional inspection through CCTV, and present recommendations and a planning level repair cost estimate.

Factors such as structural condition, public nuisance, health hazards, system hydraulics, and operation & maintenance demand may become the determining factor as to whether a given repair is assigned a higher priority for rehabilitation.

CONSULTANT will generate rehabilitation summary tables that identify each defect and provide the following associated information.

- Collection basin number
- Upstream and downstream manhole number
- Pipe length, diameter, depth, and material
- Defect description, I&I quantification (as applicable), recommended repair method

CONSULTANT will sort and organize the rehabilitation summary tables by collection basin and repair category.

CONSULTANT will provide copies of draft report for review by CITY, meet with CITY to review draft report and provide an electronic copy (PDF format) of the final report signed and sealed by a Professional Engineer.

Cost Estimating

The CONSULTANT will prioritize the recommended rehabilitation work based on cost-effectiveness protocol and other key factors. The cost-effectiveness analysis involves the following steps:

- Estimate the cost of rehabilitation of each main line, manhole, or service line defect
- Calculate the approximate cost to transport, treat, and dispose of the extraneous flow associated with each sewer collection basin
- Compare the costs developed in the previous two steps and determine the “payback period” of the repair (the number of years to recover the repair cost)

Procurement Package(s)

Rehabilitation summary tables will be used to develop contractor task assignments. As part of the procurement packages, the CONSULTANT will develop Opinions of Probable Construction Costs (OPCC), rehabilitation maps, and Scope of Work for each procurement package. The CONSULTANT will assist in standardizing & reviewing the City’s existing Rehabilitation Guidelines, Details and Specifications for I&I rehabilitation for inclusion in the procurement packages.

CONSULTANT will issue a draft copy of the procurement packages to CITY for review, incorporate CITY review comments in revisions to the procurement packages and provide copies of the procurement packages for the CITY’s use.

Deliverables:

- Corrective Action Plan (CAP) Tables by collection basin and repair category (Draft and Final)
- Rehabilitation and Repair Procurement Package(s)
- Cost Estimate Summary per Basin (Draft and Final) (.pdf)
- Payback Period Assessment per Basin (Draft and Final) (.pdf)

PROJECT ASSUMPTIONS

- CITY shall provide access to sites
- Requested information being made available by CITY
- CITY staff will be available to conduct meetings, as necessary
- Reports, specifications, documents, and other deliverables specified within this task order will be submitted in native file format and final platform-independent format (including .pdf) as well as two (2) physical copies, as applicable
- The CONSULTANT will make every effort possible to provide complete inspection of the assets described in the Tasks above; however, if there is inaccessible infrastructure, the CONSULTANT will coordinate with the City's designated staff to provide access but cannot guarantee ability to inspect inaccessible infrastructure. Confined space entry is not included
- The City will provide all required information that is available within a reasonable timeframe
- Verification of this information in the field is limited to what is visible, easily accessible, and pertinent to data required to be collected. No changes to GIS Database schema, attributes, etc. is anticipated or included in this Scope of Work
- Field visits, especially for Flow Monitoring require the presence of one or more City personnel. The City will provide access to pump stations; will operate the pump stations during night flow tests
- The City agrees to work with the CONSULTANT to ensure compliance with the proposed schedule.
- The CONSULTANT will only provide the information necessary for the City to implement policy adoptions, coordination of legal aspects is not included.
- The City will provide available survey data, record drawings, and historical information as required
- The CONSULTANT will not replace clean outs or rain dishes, perform repairs or rehabilitation work, provide CCTV services, or perform topographic/boundary surveying services under this scope of work.
- The CONSULTANT will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Construction Contract Documents
- If the Sanitary Sewer System is found to be clogged or surcharged, the CONSULTANT will notify the City to request sanitary sewer cleaning services using Vactor trucks or any other means deemed appropriate by the City. These services will not be provided by the CONSULTANT.
- Identification of other utilities is not included as part of this scope of work.
- Permitting Services may be required if any inspection work is to be performed within FDOT Right-of-Ways. As required, the CONSULTANT will prepare MOT plans, permit

applications, and respond to permitting RFI's (if applicable). Permit fees will be a reimbursable expense. If additional MOT is required such as signage boards, off-duty police, etc. these services will be a reimbursable expense.

- The CONSULTANT will not perform Construction Management nor inspections services of the new identified repairs. This shall be part of separate task order(s)
- The CONSULTANT will not perform Targeted CCTV Evaluation Management or perform reviews of CCTV inspections. This shall be part of a separate task order(s)
- The CONSULTANT will not perform Water Consumption Analysis as part of the I&I calculations. This shall be part of a separate task order(s)
- The CONSULTANT will follow standard protocols to identify, quantify and evaluate the City's I&I issues; however, the testing and protocols in and of themselves do not guarantee basin compliance. Additional mitigation measures and I&I repairs, along with their corresponding funding availability, are required in order to reduce I&I rates
- In consideration of this Task Authorization, access to data and information sources is made available to CONSULTANT. CONSULTANT shall comply fully with all security procedures and shall not divulge to third parties all confidential Data Information obtained from the CITY in the course of performing consulting engineering work, including, but not limited to, security procedures, business operations information or proprietary information in the possession of the CITY. CONSULTANT shall not be required to keep confidential information or material that is publicly available through no fault of CONSULTANT, material that CONSULTANT developed independently without relying on the state's or CITY's confidential information, or material that is otherwise obtainable under State Law as a public record

ADDITIONAL SERVICES

If authorized in writing by the CITY, as an amendment to this Work Order, the CONSULTANT shall furnish, or obtain, Additional Services. Upon agreement, The CITY, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 – 4 within 210 days of the notice to proceed.

PROJECT FUNDING

Performance of this project is at the CITY's discretion and may be contingent upon the CITY receiving funding and work shall not begin until the CITY provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Lump Sum method of compensation. The total hourly rates payable by the CITY for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the CITY's approved pay application request form. The CONSULTANT shall submit the pay application request to the CITY's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Lump Sum amounts:

Task 1 - Program Management Services	
Task 1.1 - Program Administration & Coordination Meetings	$29,616.00
Task 1.2 - Integrated GIS-based I&I Dashboards	$24,192.00
Task 2 - Data Collection and Analysis	
Task 2.1 - Desktop Data Collection and Analysis	$25,520.00
Task 2.2 - Flow Monitoring Evaluation	$32,420.00
Task 3 - Sanitary Sewer Evaluation Survey (SSES)	
Task 3.1 - Visual Manhole Inspections	$43,284.00
Task 3.2 - Night Flow Isolation	$121,368.00
Task 3.3 – Smoke Testing	$148,764.00
Task 4 - Rehabilitation and Repair Procurement Package(s)	$39,040.00
Reimbursable Expense	$3,000.00
Grand Total	**$467,204.00**

Additional Support may be provided in future phases under separate Scope(s) of Work which may include:

- Flow Metering and Evaluation
- Construction Inspection and Administration Services
- Additional Community Outreach Services
- Targeted CCTV Evaluation Management and QAQC Reviews
- Water, Wastewater, and Stormwater Assets Field Verification Services

CITY CONTACTS

Requests for payments should be directed to Wilton Manors CITY Accounts Payable via e-mail to ap@wiltonmanors.com after getting approval from the CITY's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the CITY project number and title as stated above.**

Alan Dodd, PE
Director
Utilities
Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305
(954) 360 – 2190
adodd@wiltonmanors.com

Leigh Ann Henderson
CITY Manager
Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305
(954) 390 – 2120
lhenderson@wiltonmanors.com

CONSULTANT CONTACTS

Paola Davalos, PE
Ardurra Group, Inc
1000 NW 57th Ct, Suite 800, Miami, FL 33126
padavalos@ardurra.com
(768) 873 – 5200

SIGNATURE PAGE
WILTON MANORS

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

By: _____
Alan Dodd, PE
Utilities Director
This Work Order approved pursuant to [check one and initial]:
__Manager Purchasing Authority (§36.25 CITY Code)
__Resolution No. _____

By: _____
Leigh Ann Henderson
CITY Manager

Attest:

By: _____
Elizabeth Garcia-Beckford
CITY Clerk

Approved as to form and legal sufficiency:

By: _____
Kerry L. Ezrol
CITY Attorney

SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

_____

_____
[Witness print/type name]

_____

_____
[Witness print/type name]

(CORPORATE SEAL)

ARDURRA GROUP, INC.

_____

_____
[Print Name, check title]

☐ President ☐ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

_____
Secretary

_____
[Print Name]

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _day of _____, 20__, by_____(name of person) as _____(type of authority) for _____(name of party on behalf of whom instrument is executed).

_____
Notary Public
(Print, Stamp, or Type as Commissioned)

___Personally known to me; or

___Produced identification (Type of Identification:_____)
___Did take an oath; or
___Did not take an oath

Exhibit A – Work Break Down Fee Schedule

City of Wilton Manors

Citywide Inflow and Infiltration Reduction Program
PROPOSED FEE SCHEDULE
Appendix A

Task		Principal Engineer	Program Manager	Senior Engineer	Construction Manager	Designer	GIS Specialist	Inspector	Total Hours	Budget	
	Rate, $/Hr	$280.00	$235.00	$215.00	$175.00	$135.00	$127.00	$125.00		**Labor**	**Subtotal**
1	**Program Management Services**	5.00	92.00	8.00	32.00	76.00	104.00	0.00	317	$53,808.00	$53,808.00
1.1	*Program Administration & Coordination Meetings*	4.00	80.00	8.00	12.00	36.00	8.00	0.00	148	$29,616.00	
1.2	*Integrated GIS-based I&I Dashboards*	1.00	12.00	0.00	20.00	40.00	96.00	0.00	169	$24,192.00	
2	**Data Collection and Analysis**	1.00	32.00	48.00	36.00	144.00	40.00	72.00	373	$57,940.00	$57,940.00
2.1	*Desktop Data Collection and Analysis*	1.00	20.00	32.00	12.00	48.00	40.00	0.00	153	$25,520.00	
2.2	*Flow Monitoring Evaluation and Calculations of GPDIM*	0.00	12.00	16.00	24.00	96.00	0.00	72.00	220	$32,420.00	
3	**Sanitary Sewer Evaluation Survey (SSES)**	4.00	64.00	112.00	160.00	784.00	168.00	944.00	2236	$313,416.00	$313,416.00
3.1	*Visual Manhole Inspections*	0.00	20.00	8.00	40.00	80.00	32.00	120.00	300	$43,284.00	
3.2	*Night Flow Isolation*	0.00	12.00	8.00	60.00	320.00	64.00	440.00	904	$121,368.00	
3.3	*Smoke Testing*	4.00	32.00	96.00	60.00	384.00	72.00	384.00	1032	$148,764.00	
4	**Rehabilitation and Repair Procurement Package(s)**	0.00	16.00	24.00	24.00	192.00	0.00	0.00	190	$39,040.00	$39,040.00
	Total (Hours)	**10**	**204**	**192**	**252**	**1196**	**312**	**1016**	**3116**		
	Sub-Total Labor Fee									**$464,204.00**	**$464,204.00**
	ODC's (Mileage, Reproduction & Reimbursable) (See Appendix B)										**$3,000.00**
	Sub-Total Labor Fee/ODC										**$467,204.00**
	Total Project Cost (Labor/ODC)										**$467,204.00**
	% Utilization	**0.32%**	**6.55%**	**6.16%**	**8.09%**	**38.38%**	**10.01%**	**32.61%**	**102.12%**		
	Total ($)	**$2,800.00**	**$47,940.00**	**$41,280.00**	**$44,100.00**	**$161,460.00**	**$39,624.00**	**$127,000.00**			**$467,204.00**

Exhibit B – Resumes of Proposed Key Staff



Paola Davalos, PE, ENV SP

Senior Project Manager

KEY QUALIFICATIONS

- Expert in Infiltration & Inflow Abatement
- Experienced in Asset Management Systems
- Highly skillful in force main assessment and evaluations
- Specialized in Business Process Optimization using Lean Methodology
- Experienced in the preparation of technical specifications

Education

- BS Environmental Engineering, Florida International University, 2014

Certification

- Professional Engineer, FL (92515)
- Envision Sustainability Professional (ENV SP)
- NASSCO PACP, LACP, MACP

Awards

- ASCE Florida Section, Miami-Dade Chapter Engineer of the Year Award 2022

Years of Experience

12 years

OVERVIEW

Ms. Davalos has experience managing and permitting water, wastewater & stormwater infrastructure projects including the design of wastewater pump stations, gravity mains, force mains, septic to sewer conversions, neighborhood stormwater improvement projects and planning studies for expansions and upgrades of water, reuse, wastewater & stormwater systems in South Florida. Ms. Davalos specializes in Infiltration and Inflow (I/I) analysis and monitoring and is highly qualified in project planning, business process optimization tools and techniques, and project leadership. Ms. Davalos has overseen utilities design (water, sewer, stormwater) for large scale community improvement projects including $100M MDC Underline Phase 3-9, $300M South Corridor Rapid Transit Project, and $300 M Broward County FLL Terminal 5 Expansion, among others.

PROJECT EXPERIENCE

City-Wide Inflow and Infiltration Reduction Program – Program Manager – Fort Lauderdale, FL. Ms. Davalos is the Program Manager for the planning, development, implementation, and management of a comprehensive, on-going city-wide sanitary sewer Inflow and Infiltration (I&I) Reduction Program which will benefit the City operationally, economically, and environmentally. With a current, estimated volume of 20-30 MGD of non-effluent water (i.e., I&I) entering the City's sewer system during heavy rainfall events, the City identified I&I reduction as a top priority. The purpose of this Program is to implement a cost-effective and successful I&I reduction program, over the next five (5) years, to significantly reduce the amount of surface stormwater and subsurface groundwater entering the City's sanitary sewer system. The City currently has approximately 368 miles of gravity sewer pipes, 10,000 sewer manholes, 186 wastewater pumping stations, and 3 wastewater re-pump stations. Ms. Davalos is in charge of Program oversight, development of Policy updates related to I/I reduction, data collection & analysis, flow monitoring, Strategic I/I assessment & reduction plan, community outreach, sanitary sewer evaluation surveys including smoke testing, manhole inspections, night flow isolation & targeted CCTV, cost-effective corrective action plans, bidding assistance and CEI support, among others.

$215M Pump Station Improvement Program (PSIP) Miami-Dade County - Program, Design & Construction Management and Support Services – Design Consultant Project Manager – Miami-Dade County, FL. Design Consultant Project Manager and Engineering Manager for the upgrade of the Wastewater Collection and Transmission System (WCTS) including pump stations and force mains. Each pump station must be certified as capable of meeting a nominal average pump operating time (NAPOT) of less than or equal to 10 hours per day. The program brought into compliance 113 sewage pump stations that do not comply with the NAPOT and Peak Flow Criterion. Ms. Davalos was responsible for the preliminary design of pump stations and force mains, including pump motor selection, hydraulic analysis, review of pump station requirements and appurtenances as well as the interpretation of SCADA Data for I/I analysis and monitoring. Ms. Davalos also managed multiple pump station and force main design projects. Her role included management of four design consultant firms, plans review at 30%, 60%, 90% and 100% project

milestones, review of technical specifications, coordination with utilities, permitting and regulatory agencies, invoice processing, quality control of project deliverables, among others.

Inflow and Infiltration (I/I) Plan of Compliance for North Bay Village Sewer System – Project Manager – North Bay Village, Miami-Dade County, Florida Project Manager for the generation of an I/I Plan of Compliance to assist in bringing the Village's basins into compliance with the County code, in order to facilitate development within the Village and satisfy the RER/DERM requirements for I/I compliance. The main driver of this project was that the Village's pump station basins were placed under INCOMPLETE (IN) Moratorium for being out of compliance with the standard for infiltration and flow (I/I) according to the Miami-Dade County Code. As a result, no certificate of use/occupancy, or municipal occupational license for any project that will increase sewage flows is allowed until the Village has performed all required improvements, repairs, or upgrades required to bring the Basins and Sub-Basins into compliance. The team developed a Plan of Compliance for the Village, in coordination with RER/DERM which included Night Flow Testing, Calculation of GPDP and allowable I/I per Basin, Water Consumption Analysis, Night Flow Isolation & Visual Manhole Inspections, Smoke Testing and subsequent regulatory reporting. the team used ArcGIS field maps, for data collection and integration with a GIS dashboard to assist the Village make decisions, visualize trends, monitor status in real time, and inform their constituents.

Sanitary Evaluation System Survey 3rd Cycle Report (SSES) & Smoke Testing of Sanitary Sewer System – Project Manager – Surfside, FL. He served as Project Manager for the Smoke Testing of the Town's sanitary sewer collection system as part of the SSES assessment required for compliance with Miami-Dade County Code. Additionally, the team conducted Visual Manhole Inspections as part of the SSES assessment due to the susceptibility of manholes to structural defects and/or I/I. A Corrective Action Plan was developed as part of the SSES report including recommended priorities, timelines, tactics and initiatives, and the associated preliminary estimated costs for implementation.

Sanitary Sewer Evaluation Survey Report, I/I Analysis & City-Wide Smoke Testing – Project Manager – North Miami, FL Project Manager in charge preparing the City's SSES Third Cycle Report as required by the Florida Department of Environmental Protection (FDEP) and the Miami-Dade County Department of Regulatory and Economic Resources (RER). The SSES report preparation consisted of data review & validation, determination of I/I severity for overall system, sanitary sewer collection system drawings per Basin, Collection System Inventory & Night Flow Monitoring Summary, Basin Prioritization & Corrective Action Plan. In addition, the team conducted smoke testing to t293,260 LF of the Town's sanitary gravity system and performed visual inspections of 824 sanitary sewer manholes in accordance with the MD-RER SSES guidelines.

Haulover Park Sanitary Sewer CCTV Assessment – Project Manager – Miami Dade County, FL. Ms. Davalos served as project manager responsible for the Closed-Circuit Television (CCTV) assessment of an existing sanitary sewer system in Haulover park, located in north-eastern Miami Beach, for Miami-Dade County's Department of Parks, Recreation and Open Spaces (PROS). Ms. Davalos coordinated & oversaw the visual assessment of identified sanitary sewer manholes and pump station, along with the review of CCTV footage of all gravity sewer lines and laterals connected to the system. The resulting field work and CCTV footage was then processed and subsequently reviewed in order to determine the extent of the system's defects, deterioration and inflow and infiltration (I/I). Ms. Davalos and her team provided recommendations for the necessary repairs of the system in compliance with WASD and other regulatory requirements.

Sanitary Sewer Evaluation Survey (SSES) – Night Flow Study and Basin Prioritization – Project Manager – City of Coral Gables, FL Ms. Davalos served as project manager responsible for performing a system flow evaluation in order to identify basins above the 5,000 GPDIM Infiltration and Inflow (I/I) threshold specified in the Miami-Dade County Code. the team performed wet season night flow monitoring by a combination of field investigations, and analysis of the City's Supervisory Control and Data Acquisition (SCADA) system data. Additionally, the team analyzed the relationship between system-wide wastewater flows and rainfall, groundwater and tidal elevations for the one-year period of 2019. the team prepared the City's Third Cycle Phase 1 and 2 SSES Report for submittal to the Miami-Dade County Department of Regulatory and Economic Resources (RER) Division of Environmental Resources Management (DERM). Additionally, the team provided recommended priorities, timelines, tactics, initiatives, and the associated preliminary estimated costs to implement a phased I/I reduction program.

Wastewater Infrastructure Geographic Information System (GIS) Annual Updates – Project Manager – City of Coral Gables, FL. Ms. Davalos is responsible for the project management of annual wastewater GIS updates for the City of Coral Gables. As a Volume Sewer Customer to Miami Dade County, the City is required to provide annual updates of their Wastewater GIS Database to the Florida Department of Environmental Protection (FDEP) and the Miami Dade Regulatory Economic Resources (MD-RER) in an annual basis. Tasks include field inspections, As-built digitization to GIS, and GIS optimization for wastewater assets including gravity mains, force mains, pump stations, private pump stations, valves, etc.

Paola Davalos (cont'd.) pg.2

Franklin A Torrealba, PE, ENV SP

Principal



KEY QUALIFICATIONS

- Infiltration/Inflow Expertise
- Track record for delivering projects on time and under budget
- Managed the design and construction of 185+ miles of pipelines 8 to 144-inch in diameter
- Permitting expert for Water & Sewer Projects (2,000+ permits)

EDUCATION

MBA, Loyola University, New Orleans 1992

BS Civil Engineering, University of New Orleans 1986

CERTIFICATIONS

Professional Engineer No. 56385
Professional Engineer No. 095593-01, NY
Professional Engineer No. 28022, Puerto Rico
NASSCO, PACP, LACP, MACP, PMSJ AIA CES
Envision Sustainability Professional (ENV SP)
Storm water, Erosion and Sedimentation Control Certified Inspector

YEARS OF EXPERIENCE

38 years

OVERVIEW

Mr. Torrealba has managed over 500 projects from conception to completion, including construction management & inspections services. He has provided design, planning, permitting, construction management & inspection services to numerous infiltration/inflow, pump stations, pipeline (water/wastewater) and treatment plant projects. He has spearheaded the design of 185 miles of water and wastewater pipelines ranging from 8 to 144-inch in diameter, and the construction of 45 miles of pipelines ranging 8 to 36-inch in diameter. Mr. Torrealba has functioned in the capacity of Project Manager/Contract Manager, Deputy Program Manager/CM, Program Manager/CM, and Deputy Program Manager/Assistant Chief Engineer for six of the largest South Florida renewal, replacement and rehabilitation programs. Under these programs, he cumulatively managed the design and construction of over 150,000 LF of water and sewer mains, 500+ pump stations, managed 1,700 deliverables, and satisfied all United States Environmental Protection Agency (USEPA) consent decree settlement agreements and regulatory deadlines. In the process, he has assisted the County in avoiding millions of dollars in potential penalties.

PROJECT EXPERIENCE

City of Fort Lauderdale $120M Consultant Services for City-Wide Inflow and Infiltration Reduction Program – Principal-In-Charge – Fort Lauderdale, FL. Mr. Torrealba is Principal-In-Charge for the planning, development, implementation, and management of a comprehensive, on-going city-wide sanitary sewer Inflow and Infiltration (I&I) Reduction Program which will benefit the City operationally, economically, and environmentally. With a current, estimated volume of 2040MGD of non-effluent water (i.e., I&I) entering the City's sewer system during heavy rainfall events, the City identified I&I reduction as a top priority. The purpose of this Program is to implement a cost-effective and successful I&I reduction program, over the next five (5) years, to significantly reduce the amount of surface stormwater and subsurface groundwater entering the City's sanitary sewer system. The reduction plan includes flow analysis, sanitary sewer evaluation survey (SSES) inspections, cost effective corrective action plan, and post rehabilitation monitoring.

North Bay Village Inflow and Infiltration (I/I) Plan of Compliance for North Bay Village Sewer System – Principal-In-Charge – North Bay Village, Miami-Dade County, FL. Mr. Torrealba is the Principal-In-Charge for the generation of an I/I Plan of Compliance to assist in bringing the Village's basins into compliance with the County code, in order to facilitate development within the Village and satisfy the RER/DERM requirements for I/I compliance. The main driver of this project was that the Village's pump station basins were placed under INCOMPLETE (IN) Moratorium for being out of compliance with the standard for infiltration and flow (I/I) according to the Miami-Dade County Code. As a result, no certificate of use/occupancy, or municipal occupational license for any project that will increase sewage flows is allowed until the Village has performed all required improvements, repairs, or upgrades required to bring the Basins and Sub-Basins into compliance.

MDWASD $215M Pump Station Improvement Program (PSIP) Program, Design & Construction Management and Support Services – Program Manager – Miami-Dade County, FL. Program Manager for the upgrade of the Wastewater Collection and Transmission System (WCTS) including pump stations and force mains pursuant to which each pump station must be certified as capable of meeting a nominal average pump operating time (NAPOT) of less than or equal to 10 hours per day. The program aims to bring into compliance 118 sewage pump stations that do not comply with the NAPOT and Peak Flow Criterion. There are a total of 153 projects which include

118 pump stations and 35 force mains. This program is comprised of four main phases: 1) Planning and Engineering; 2) Design Management of 8 Design Consultants; 3) Construction Management of multiple pump station and force main contractors; and, 4) Infiltration and Inflow Management which entails the management of 4 different contractors for Manhole, Sanitary Sewer Evaluation Survey (SSES), CIPP, and Dig and Replace (D&R) contracts. The team saved MDMDWASD $37MM from its original budget of $215MM while adding 40 new projects to the original 113 projects (153 total).

Town of Lauderdale By The Sea Sanitary Sewer System Evaluation (SSES) Capital Improvement Plan (CIP) – Project Manager – Lauderdale By The Sea – FL. Mr. Torrealba was the Project Manager for the development of the Town's Sanitary Sewer System Capital Improvement Plan. The sanitary sewer collection system consists of two separate wastewater collection basins with approximately 10.5 miles of gravity pipes, 165 manholes and two (2) pump stations with their respective force mains. Activities included closet circuit TV (CCTV) video review of the sewer system, identification of defects, and repair recommendations; flow meter inspection and evaluation; pump station inspection and hydraulic analysis; infiltration and inflow (I/I) evaluation including development of wet and dry weather hydrographs, rain-dependent I/I estimation, and tidal infiltration estimation; 2035 demand projections; recommend improvements, prepare cost estimates, and development of the capital improvements plan.

MDWASD Preliminary Evaluation Prior to Design and/or Other Upgrades to the Sanitary Sewer system within the City of Miami Springs – Project Manager – Miami-Dade County, FL. Mr. Torrealba was the Project Manager for the sanitary sewer evaluation survey (SSES) which included construction management, field inspection, flow and rainfall monitoring, evaluation and recommendations for the "Preliminary Evaluation Prior to Design and/or Other Upgrades to the MDWASD Sanitary Sewer system within the City of Miami Springs, Florida" Project. The sanitary sewer collection system consists of approximately 46 miles of gravity pipes, 925 manholes, and 17 separate wastewater collection basins. The Project Management/Administration services included monthly status reports to MDWASD throughout the project to monitor progress versus the project schedule.

City of North Miami Sanitary Sewer Evaluation Survey Report, I/I Analysis & City-Wide Smoke Testing – Principal-In-Charge – North Miami, FL. Mr. Torrealba was the Principal-In-Charge for the preparation of the City's SSES Third Cycle Report as required by the Florida Department of Environmental Protection (FDEP) and the Miami-Dade County Department of Regulatory and Economic Resources (RER). The SSES report preparation consisted of data review & validation, determination of I/I severity for overall system, sanitary sewer collection system drawings per Basin, Collection System Inventory & Night Flow Monitoring Summary, Basin Prioritization & Corrective Action Plan. In addition, the team conducted smoke testing to t293,260 LF of the Town's sanitary gravity system and performed visual inspections of 824 sanitary sewer manholes.

City of Coral Gables Sanitary Sewer Evaluation Survey (SSES) – Night Flow Study and Basin Prioritization – Principal-In-Charge – Coral Gables, FL. Mr. Torrealba served as Principal-In-Charge responsible for performing a system flow evaluation to identify basins above the 5,000 GPDIM Infiltration and Inflow (I/I) threshold specified in the Miami-Dade County Code. the team performed wet season night flow monitoring by a combination of field investigations, and analysis of the City's Supervisory Control and Data Acquisition (SCADA) system data. Additionally, the team analyzed the relationship between system-wide wastewater flows and rainfall, groundwater and tidal elevations for the one-year period of 2019. the team prepared the City's Third Cycle Phase 1 and 2 SSES Report for submittal to the Miami-Dade County Department of Regulatory and Economic Resources (RER) Division of Environmental Resources Management (DERM). Additionally, the team provided recommended priorities, timelines, tactics, initiatives, and the associated preliminary estimated costs to implement a phased I/I reduction program.

City of Coral Gables City-Wide Smoke Testing of Sanitary Sewer System – Principal-In-Charge – Coral Gables, FL. Mr. Torrealba served as the Principal-In-Charge in which the team provided smoke testing services for the City's entire sanitary sewer system of approximately 65 miles of gravity mains as part of the SSES requirements of the Florida Department of Environmental Protection (FDEP) and the Miami-Dade County Department of Regulatory and Economic Resources (RER). The project scope included identifying locations where smoke is observed which can be caused by structural damage in pipes or manholes, cross-connections with roof gutters, sewer cleanouts, leakage in laterals, area drains, and stormwater drain cross-connections. The field team utilized methods to locate smoke leakage including: triangulating the defect with respect to the distance from two fixed objects (house corners, power poles, fire hydrant, etc.) and recording on a location sketch; sub-meter GPS coordinates; or recording the distance from the upstream manhole to a point perpendicular to the defect, as well as the distance left/right to the defect. In addition, the project included performing a visual inspection to the sanitary sewer manholes.

City of Kenner Infiltration/Inflow Program – Project Manager – Kenner, LA. Mr. Torrealba was the Project Manager for the I/E/I program. Performed infiltration and inflow (I/I) evaluation for gravity sewer and storm drainage pipes including the development of wet and dry weather hydrographs, rain-dependent I/I estimation, and tidal infiltration estimation

William Rivera

Field Operations Manager



KEY QUALIFICATIONS

- I/I and SSES Program Coordination and Evaluation PACP Sewer television compliance
- QA/QC multiple projects
- Pipe Cipp Liner Installation
- Robotics Repairs
- Point Repairs/Line Replacement
- Manhole/Wet Well Rehabilitation
- Lateral Lining Installation

EDUCATION

BA, Business Management, Interamerican University of Puerto Rico 1984

CERTIFICATIONS

NASSCO'S PACP/LACP/MACP Certified

CompTIA A+ Certified & Microsoft Certified Professional

YEARS OF EXPERIENCE

30 years

OVERVIEW

Proud Army Veteran and Operations/Project Manager with over 30 years of experience performing all stages of sanitary sewer trenchless technology projects lifecycle from inception through monitoring and closing to deliver projects that exceed expectations on time and on budget. Mr. Rivera is trained in Construction Safety Awareness and has supervised and coordinated field and office operations for multiple clients on sewer system evaluation surveys and rehabilitation projects.

PROJECT EXPERIENCE

City-Wide Inflow and Infiltration Reduction Program – Senior Field Superintendent – Fort Lauderdale, FL. Mr Rivera is the Senior Field Superintendent for the planning, development, implementation, and management of a comprehensive, on-going city-wide sanitary sewer Inflow and Infiltration (I&I) Reduction Program which will benefit the City operationally, economically, and environmentally. With a current, estimated volume of 20-30 MGD of non-effluent water (i.e., I&I) entering the City's sewer system during heavy rainfall events, the City identified I&I reduction as a top priority. The purpose of this Program is to implement a cost-effective and successful I&I reduction program, over the next five (5) years, to significantly reduce the amount of surface stormwater and subsurface groundwater entering the City's sanitary sewer system. The City currently has approximately 368 miles of gravity sewer pipes, 10,000 sewer manholes, 186 wastewater pumping stations, and 3 wastewater re-pump stations.

Sewer Rehabilitation Projects – Senior Inspector – North Bay Village, FL
Mr. Rivera evaluated sewer rehabilitation methods. This included evaluating sewer system video tapes and determining technical and economic solutions for the client. His responsibilities consisted of manhole inspections, smoke testing, flow isolation, television inspection, dye testing and flow monitoring for the City Mr. Rivera's responsibilities included coordination and supervision of the SSES contractors.

Sewer Rehabilitation Projects – Senior Inspector – Broward & Miami-Dade County (Multiple Cities), FL
Mr. Rivera evaluated sewer rehabilitation methods and made cost-effective repair recommendations for the Cities of Hollywood, Pembroke Pines, Miramar and Dania as part of their 1992-1993 Sewer System Evaluation Survey. This included evaluating sewer system video tapes and determining technical and economic solutions for the clients. He also supervised the Sewer System Evaluation Survey (SSES) conducted by contractors. His responsibilities consisted of manhole inspections, smoke testing, flow isolation, television inspection, dye testing and flow monitoring for the Cities of Hollywood, Pembroke Pines, Miramar, Dania and Hallandale. Mr. Rivera's responsibilities included coordination and supervision of the SSES contractors with City personnel. Implementation and maintenance of all data collected from the field into the Pipe SSES program, preparation of progress reports and final reports by cities of the SSES programs.

Trenchless Installation Projects – Operations Manager – Broward County, FL
Managing all aspects of the work required for the trenchless installation of lateral liners. Worked with project managers and office staff to make sure the project jobs assigned to the project managers to be on time and invoices were submitted by the project managers and office administration to the various clients, verifying the field crews were scheduled and coordinating with the clients on all phases of the work. Mr. Rivera fully understands and worked with all aspects of the I/I rehab process to include point repairs, sectional liners,

manhole rehabilitation, tv evaluation and rehabilitation recommendations, grouting, Cipp mainline liners and lateral liners, smoke testing, manhole inspections.

W/WW Utility Pipelines Replacements and Repairs (Multiple Projects) – Project Manager – Broward County, FL
Responsible to coordinate, schedule and manage all aspects of the projects assigned to include managing the field crews, scheduling maintenance of traffic and coordinating the various phases of the projects, ordering the materials, attending all meetings with the clients to inform them the status of the projects. Performed QA/QC on all aspects of the work to include pre and post videos of the repairs turned in by the TV operators and up to the company standards and bid specifications. Preparing and verifying that all invoices submitted to the clients have all the information required as per the bid specifications.

Sewer Rehabilitation Projects – Senior Inspector – Broward & Miami-Dade County (Multiple Cities), FL
Evaluated and managed multimillion sewer rehabilitation methods and made cost-effective repair recommendations for Broward County Office of Environmental Services, Miami-Dade Water and Sewer Department including multiple cities (Hollywood, Hialeah, Margate FGUA Sarasota, North Bay Village, Pembroke Pines, Fort Lauderdale, North Lauderdale, City of Weston, City of Plantation and Miramar). Included training and supervising the field project representatives and contractors on the ongoing sewer rehabilitation programs utilizing various trenchless technologies to include manhole rehabilitation, cured-in-place and fold and formed lining, mainline and lateral grouting, open cut point repairs and sectional liners. Verified that all field personnel submitted all the field reports as required per the contract documents based on the type of sewer work completed. Maintained and updated the database and verified that all the invoices submitted by the contractors were accurate and the information provided included photos and sewer videos. Mr. Rivera was able to bring all job completions on time and on budget, based on the accurate information and invoicing completed we passed an audit conducted by Broward County auditors on our multiple jobs to be accurate to the penny.

Hector Gomez

Construction Manager



KEY QUALIFICATIONS

- Over 16 years of Project Management and construction management for municipal w/ww projects
- Experience with Water Distribution Systems of all sizes
- Wastewater Conveyance & Transmission Systems
- Municipal Capital Improvement Projects
- Highly knowledgeable of AutoCAD, Primavera, MS Projects, Blue BEAM and Excel

EDUCATION

MA, Disaster and Emergency Management, Florida Int'l University

BS, Construction Management Florida Int'l University

CERTIFICATIONS

NASSCO (PACP, LACP & MACP), P0050888-112024

FEMA Emergency Management Institute's Professional Development Series, 2020

FEMA National Incident Management Systems (NIMS) Core Curriculum, 2020

YEARS OF EXPERIENCE

16 years

OVERVIEW

Mr. Gomez is a seasoned construction and project management professional with more than 15 years of experience in wastewater, water distribution systems, stormwater management, and conveyance. He also specializes in infiltration/inflow, municipal capital improvement projects, hazard mitigation, infrastructure, and emergency management. Mr. Gomez takes a hands-on approach, successfully achieving objectives through teamwork, accountability, and strong leadership. As a performance-driven manager, he leads by example, with a focus on work ethic and results. In his roles as Town Manager, Public Works Director, and Assistant Public Works Director for the Town of Surfside, Mr. Gomez gained extensive experience in planning, organizing, and developing capital improvement plan (CIP) budgets. He managed town-wide operations, overseeing the design, maintenance, and construction of infrastructure projects, as well as contract management. Additionally, he served as a liaison between all Town Departments and consultants, ensuring regulatory compliance, emergency management, safety, and preventive maintenance across facilities, among many other high-responsibility tasks. Lastly, Mr. Gomez approaches all challenges through clear communication across all stakeholders through audience tailored strategic messaging, ensuring clarity of goals and objectives.

PROJECT EXPERIENCE

City-Wide Inflow and Infiltration Reduction Program – Construction Manager Lead, Fort Lauderdale, FL
Mr. Gomez is the Construction Manager Lead for the planning, development, implementation, and management of a comprehensive, on-going city-wide sanitary sewer Inflow and Infiltration (I&I) Reduction Program which will benefit the City operationally, economically, and environmentally. With a current, estimated volume of 20-30 MGD of non-effluent water (i.e., I&I) entering the City's sewer system during heavy rainfall events, the City identified I&I reduction as a top priority. The purpose of this Program is to implement a cost-effective and successful I&I reduction program, over the next five (5) years, to significantly reduce the amount of surface stormwater and subsurface groundwater entering the City's sanitary sewer system. The City currently has approximately 368 miles of gravity sewer pipes, 10,000 sewer manholes, 186 wastewater pumping stations, and 3 wastewater re-pump stations. Mr. Gomez is in charge of CEI oversight and assists the team in development of Policy updates related to I/I reduction, data collection & analysis, flow monitoring, Strategic I/I assessment & reduction plan, community outreach, sanitary sewer evaluation surveys including smoke testing, manhole inspections, night flow isolation & targeted CCTV, cost-effective corrective action plans, bidding assistance, among others.

Inflow and Infiltration (I/I) Plan of Compliance for North Bay Village Sewer System – Sr. Construction Manager – North Bay Village, Miami-Dade County, Florida The project entailed bringing the Village's sanitary sewer basins into compliance with the County code, in order to facilitate development within the Village and satisfy the RER/DERM requirements for I/I compliance. The main driver of this project was that the Village's pump station basins were placed under INCOMPLETE (IN) Moratorium for being out of compliance with the standard for infiltration and flow (I/I) according to the Miami-Dade County Code. As a result, no certificate of use/occupancy, or municipal occupational license for any project that will increase sewage flows is allowed until the Village has performed all required improvements, repairs, or upgrades required to bring the Basins and Sub-Basins into compliance. 300 Engineering developed a Plan of Compliance for the Village, in coordination with RER/DERM which

included Night Flow Testing, Calculation of GPDP and allowable I/I per Basin, Water Consumption Analysis, Night Flow Isolation & Visual Manhole Inspections, Smoke Testing and subsequent regulatory reporting. 300 Engineering used ArcGIS field maps, for data collection and integration with a GIS dashboard in order to help the Village make decisions, visualize trends, monitor status in real time, and inform their constituents. Mr. Gomez oversaw all testing, rehabilitation recommendations and construction to ensure that work was optimized to reach the goal. As a result, North Bay Village is fully compliant with regulatory requirements, able to function building department permitting of new construction and issuance of certificates of use.

Town of Lauderdale By The Sea Sanitary Sewer System Evaluation (SSES) Capital Improvement Plan (CIP) – Construction Manager and Field Inspector – Lauderdale By The Sea – FL
Mr. Gomez was a construction manager and field inspector for the development of the Town's Sanitary Sewer System Capital Improvement Plan. The sanitary sewer collection system consists of two separate wastewater collection basins with approximately 10.5 miles of gravity pipes, 165 manholes and two (2) pump stations with their respective force mains. Activities included closet circuit TV (CCTV) video review of the sewer system, identification of defects, and repair recommendations; flow meter inspection and evaluation; pump station inspection and hydraulic analysis; infiltration and inflow (I/I) evaluation including development of wet and dry weather hydrographs, rain-dependent I/I estimation, and tidal infiltration estimation; 2035 demand projections; recommend improvements, prepare cost estimates, and development of the capital improvements plan. Since the Town currently pays a nearby utility to take its sewer flows, the projected substantial reduction in metered sewer flows will pay-back the cost of repairs within a short period of time

MDWASD Preliminary Evaluation Prior to Design and/or Other Upgrades to the Sanitary Sewer system within the City of Miami Springs – Construction Manager and Field Inspector – Miami-Dade County, FL. Mr. Gomez was a construction manager and field inspector for the sanitary sewer evaluation survey (SSES) which included construction management, field inspection, flow and rainfall monitoring, evaluation and recommendations for the "Preliminary Evaluation Prior to Design and/or Other Upgrades to the MDWASD Sanitary Sewer system within the City of Miami Springs, Florida" Project. The sanitary sewer collection system consists of approximately 46 miles of gravity pipes, 925 manholes, and 17 separate wastewater collection basins. The Project Management/Administration services included monthly status reports to MDWASD throughout the project in order to monitor progress versus the project schedule. Inspection services included:

- Monitored and documented the pipe cleaning and closed-circuit TV (CCTV) inspection of the MDWASD sewer collection system by the Contractor for compliance with the project specifications.
- Monitored and documented the inspection of the manholes and lift stations contained within the MDWASD sewer collection system by the Contractor for compliance with the project specifications.
- Monitored and documented the smoke testing of the MDWASD sewer collection system by the Contractor for compliance with the contract specifications.
- Documented and reported any discrepancies found on the MDWASD provided Sewer Atlas Maps on the Department's Atlas Correction Forms.
- Construction Management/Office Support Services included evaluation and reviewing the video inspection recordings and providing repair recommendations according to MDWASD's Repair Criteria and Technology Guidelines (Protocol). Provided contract management to perform planning, engineering, cost estimating, inspections, coordination with construction Managers, administrative, contractor invoicing, work issuances, document control, scheduling, public outreach, permitting, and construction activities.

Name (cont'd.) pg.2

Jhonny Montano, ENV SP

Project Engineer



OVERVIEW

Mr. Montano is a Project Engineer focusing on water, wastewater, and drainage infrastructure projects, including inflow and infiltration (I&I) assessments, design of water and gravity mains, wastewater pump station calculations, and stormwater drainage assessment and upgrades. Mr. Montano is highly skilled in the coordination of large projects and facilitating coordination amongst members of different teams. He specializes in the use of Geographic Information Systems (GIS) and MicroStation to assist teams in the visualization of large amounts of data to ensure efficient and quick analysis. Additionally, Mr. Montano possesses experience in coordinating with regulatory agencies, permitting, document control, drafting, cost-estimates, and report writing.

PROJECT EXPERIENCE

City-Wide Inflow and Infiltration Reduction Program – Project Engineer – Fort Lauderdale, FL. Mr. Montano is a Project Engineer assisting with the planning, development, implementation, and management of a comprehensive, on-going city-wide sanitary sewer Inflow and Infiltration (I&I) Reduction Program which will benefit the City operationally, economically, and environmentally. Mr. Montano is assisting with data collection & analysis, flow monitoring, strategic I&I assessment & reduction planning, sanitary sewer evaluation surveys including smoke testing, manhole inspections, night flow isolation & targeted CCTV, quality assurance and quality control, cost-effective corrective action plans, bidding assistance and CEI support, among others. With a current, estimated volume of 20-30 MGD of non-effluent water (i.e., I&I) entering the City's sewer system during heavy rainfall events, the City identified I&I reduction as a top priority. The purpose of this Program is to implement a cost-effective and successful I&I reduction program, over the next five (5) years, to significantly reduce the amount of surface stormwater and subsurface groundwater entering the City's sanitary sewer system.

Inflow and Infiltration (I/I) Plan of Compliance for North Bay Village Sewer System – Junior Engineer – North Bay Village, Miami-Dade County, FL. Mr. Montano was responsible for developing a comprehensive Prioritization Plan for the rehabilitation work to be completed in order to reduce the I/I in the Village's sanitary sewer system and satisfy RER/DERM requirements for I/I compliance. Additionally, Mr. Montano served as a GIS technician in this effort, managing the GIS assets for the smoke testing components of the project and developing an interactive WebApp for the Village's use, developing maps and exhibits, and performing quality assurance checks on the night flow study GIS assets. Mr. Montano directed and assisted the field team as the smoke testing of the Village took place, while also preparing progress reports, exhibits, and a final report of all field data collected. Due to the Village's pump station basins being out of compliance with the standard I/I requirements of the Miami-Dade County Code, the Village's pump station basins were placed under INCOMPLETE (IN) Moratorium by RER/DERM. The team developed an I/I Plan of Compliance for the Village, which included Night Flow Isolation & Visual Manhole Inspections, Water Consumption Analysis, and Smoke Testing, in coordination with RER/DERM to bring the Village's pump station basins into compliance with County Code.

KEY QUALIFICATIONS

- Deep understanding of Infiltration & Inflow Abatement
- Experienced in Utility Coordination for large projects
- Experienced in the preparation of Cost-Estimates and Prioritization Plans
- Skillful in document control processes
- Intimately familiar with permitting processes in South Florida
- Proficient in MicroStation and ArcGIS Pro

EDUCATION

BS Civil Engineering, Florida International University, 2020

CERTIFICATION

- Envision Sustainability Professional (ENV SP)
- NASSCO PACP, MACP, LACP
- Associations: ASCE

YEARS OF EXPERIENCE

6 years

***Inflow and Infiltration* (I/I) Rehabilitation Plan – Phases 1 & 2 for North Bay Village Sewer System – Project Engineer – North Bay Village, Miami-Dade County, FL.** Mr. Montano was responsible for coordination with the Village's rehabilitation contractors, performing tasks including the review of proposals, daily inspection forms/inspection reports, and pay applications, defining the rehabilitation work prioritization, and assisting with the coordination of day-to-day field activities. He also coordinated directly with the Village and the team's construction inspector to ensure the Contractors' responsibilities were fulfilled. Additionally, Mr. Montano also led the project's GIS efforts, preparing exhibits, managing the Village's sanitary sewer asset data, and creating an interactive GIS Dashboard used to track all the inspection and rehabilitation work performed throughout the Village showing data about each asset's rehabilitation status and all rehabilitation documentation available. Following the development of the Village's I/I Plan of Compliance and coordination with RER/DERM, the team further refined the rehabilitation work proposed to take place in the Village and performed construction administration and inspection services on behalf of the Village.

University of Miami SSES Third Cycle Report Phase 2 Submittal – Project Engineer – Coral Gables, FL. As a Private Sewer Operator, the University is required to complete SSES inspections and repairs on a ten-year cycle to comply with the County Code I&I requirements. After completing their initial SSES inspections, the University tasked the team with finalizing the second phase of SSES, managing the rehabilitation work to be completed, and achieving compliance with the County requirements. Mr. Montano assisted with the University with night flow testing, calculations of allowable I&I, the review and validation of existing inspection data, development of a corrective action plan, and providing construction engineering and inspection services.

SSES Third Cycle Phase 1 Report & Smoke Testing of Sanitary Sewer System for North Miami Sewer System – Project Engineer – North Miami, FL. Mr. Montano was responsible for the coordination of public outreach to the City's residents, the management of the smoke testing and visual manhole inspection results and reports, and the review and validation of the work and inspections done by the City's previous contractor. These tasks were performed with the use of GIS systems to monitor the field team's progress in real time and clearly define the areas of past and current inspection. Additionally, Mr. Montano was able to semi-automate the creation of field inspection forms using the data gathered by the field team to efficiently develop the reports needed for submittal to RER/DERM. The City retained Ardurra to perform smoke testing on 293,260 LF of gravity pipe and visual manhole inspection on 824 sewer manholes, as well as to develop an SSES Third Cycle – Phase 1 Report as required by County Code.

Private Sewer Operators Sanitary Sewer Evaluation Survey, 3rd Cycle – Project Engineer – Miami-Dade County, FL. Mr. Montano served as a Project Engineer SSES that consists of visual inspections of all structures in the sewer collection system, smoke testing, updated sewer collection system drawings, night flow testing and analysis, and repair recommendations, as applicable, per the DERM SSES 3rd Cycle Report Requirements. Additionally, Mr. Montano assists PSOs with coordination with DERM to meet regulatory requirements, respond to requests for information, and coordinate with contractors for the rehabilitation of required defects, as requested. The Miami-Dade County Code, under Chapter 24 Section 24-42.2 (1) (a), requires that "each publicly or privately-owned or operated sanitary sewer collection system shall be evaluated in order to identify and reduce infiltration and inflow into the sanitary sewer collection system" every ten (10) years.

Sanitary Evaluation System Survey 3rd Cycle Report (SSES) & Smoke Testing of Sanitary Sewer System – Project Engineer – Surfside, FL. Mr. Montano served as a Project Engineer for Smoke Testing of the Town's sanitary sewer collection system as part of the SSES assessment required for compliance with Miami-Dade County Code. Additionally, the team conducted Visual Manhole Inspections as part of the SSES assessment due to the susceptibility of manholes to structural defects and/or I/I. A Corrective Action Plan was developed as part of the SSES report including recommended priorities, timelines, tactics and initiatives, and the associated preliminary estimated costs for implementation.

Port of Miami Smoke Testing of Sanitary Sewer System – Project Engineer – Miami-Dade County, FL. Mr. Montano served as a Project Engineer for the Smoke Testing and Visual Inspections of the Port's sanitary sewer collection system as part of the SSES assessment required for compliance with Miami-Dade County Code. The team worked closely with Port staff to ensure Port operations were not disturbed during testing, as well as to coordinate cleaning of the sanitary sewer collection system, as required.

Jhonny Montano (cont'd.) pg.2

Life's Just Better Here

Evaluation of Ardurra Unsolicited Proposal Under Florida Statute §255.065

Alan Dodd, P.E., Emergency Management/Utilities Director

On April 1, 2026 The City received an unsolicited proposal, pursuant to Section 255.065 of the Florida Statutes, for a citywide Infiltration & Inflow (I/I) Reduction program.

This presentation provides an overview of the evaluation of the qualifying project and identifies procedural steps should the City Commission decide to proceed.

Ardurra Proposal

Purpose & Need

- Reduce excess groundwater & stormwater (I/I) entering sewer system (~0.8 MGD)
- Address impacts:
    - Increased pumping & treatment costs
    - Reduced system capacity
    - Risk to regulatory compliance
    - Improves system reliability, lifespan, and cost efficiency

Program Scope (4 Key Phases)

- **Program Management**
    - Oversight, coordination, reporting
    - GIS-based dashboard for real-time tracking
- **Data Collection & Analysis**
    - Review existing data, SCADA, GIS, flow data
    - Perform flow monitoring & I/I quantification
- **System Evaluation (SSES)**
    - Manhole inspections
    - Night flow isolation
    - Smoke testing to identify defects & inflow sources
- **Rehabilitation Planning**
    - Develop Corrective Action Plan
    - Prioritize repairs based on cost-effectiveness
    - Prepare contractor procurement packages

Schedule & Cost

- **Duration**: ~210 days
- **Total Cost**: $467,204 (Lump Sum)

This project identifies and prioritizes repairs; construction occurs under future phases

Wilton Manors
Unsolicited Process

1. Unsolicited Proposal Submitted
2. City Manager – Initial Review
    - City Manager and staff conduct a preliminary review
3. Evaluation of Proposal and Cost Determination
4. Evaluation of Unsolicited Proposal
5. City Commission Meeting / Legislative Decision
    - Decision point to accept proposal:
        - ❌ Decline to proceed → Process ends
        - ✅ Issue Intent to Enter into a Comprehensive Agreement
    - City Commission sets timeframe to accept competing proposals (21–120 days)
6. Public Notice & Competitive Opening
7. Receipt of Competing Proposals
8. Evaluation & Ranking
9. Negotiations
10. City Commission Meeting/Legislative Decision for Project & Agreement
11. Execution of Comprehensive Agreement

Qualifying Project

Requirement:

1. **A facility or project that serves a public purpose**, or any other facility or infrastructure that is or will be used by the public at large or in support of an accepted public purpose or activity;

2. An improvement, including equipment or building, to be principally used by a public entity or the public at large, that supports a service delivery system in the public sector;

3. **A water, wastewater, or surface water management facility or other related infrastructure**; or

4. Notwithstanding any provision of this section, for projects that involve a facility owned or operated by the governing board of a county, district, or municipal, hospital or health care system, or projects that involve a facility owned or operated by a municipal electric utility, only those projects the governing board designates as qualifying projects pursuant to this section.

The proposed I/I Reduction Program meets the definition of a qualifying project as it directly relates to the City's wastewater collection system and is intended to identify and reduce excess groundwater and stormwater entering the system.

- Designed to improve system capacity, reduce pumping and treatment costs, extend infrastructure life, and enhance regulatory compliance.
- Supports the City's delivery of essential wastewater services and directly impacts public health, environmental protection, and the efficient operation of public infrastructure.
- Aligns with the City Commission goal to Advance Infrastructure Improvements by improving wastewater infrastructure

Unsolicited Proposal Requirements

Must be accompanied by the following, unless waived by the responsible public entity

Requirement	Proposal
Application Fee as determined by the public entity. Additional costs may be assessed if fee does not cover the costs to evaluate the proposal.	No application fee established by City of Wilton Manors at this time
Description of the qualifying project including a conceptual design of the facilities or plan for the provision of services, and a schedule for initiation and completion of the qualifying project	Provides a detailed description of the proposed project and scope of services, including sanitary sewer evaluation surveys, flow monitoring, inspections, and preparation of rehabilitation plans. Establishes a defined objective of reducing infiltration and inflow to improve system efficiency and reduce costs. Includes a project schedule of 210 days and provides a breakdown of tasks, deliverables, and associated costs
Method to secure any necessary property interests required	Not required. The City has all necessary property interests
Private entity's general plans for financing the qualifying project	Proposes that lump sum cost of $467,204 be paid by the City through the wastewater utility fund
Name and address of the contact person	Provided in proposal
Proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement	Not applicable
Additional material or information that the responsible public entity reasonably requests	None requested

Proposal Evaluation

Cost Effectiveness

Estimated I/I Reduction Target: ~0.8 MGD (800,000 gallons/day)
Annual Excess Volume: ~292 million gallons/year
Current Treatment Cost: $3.22 per 1,000 gallons
Estimated Annual Cost of I/I: **~$940,000/year**
Program Cost: $467,204 (one-time)
Estimated Payback Period: < 1 year

Savings depend on:

- Implementation of recommended repairs
- Actual I/I reduction achieved

Public Benefits:

Protects ratepayers from unnecessary costs
Improves environmental compliance
Supports future growth capacity

Impact per Ratepayer (4,300 Customers)

Average Annual cost per customer:
≈ $218 per year
Monthly impact:
≈ $18 per month per household

Commission Decisions

1. Accept Proposal and Issue Intent to Enter into a Comprehensive Agreement
    - Meets Definition of a Qualifying Project
    - Provides a Public Benefit

2. Establish timeframe that the City will accept other proposals
    - At least 21 days, but no more than 120 days
    - Timeframe starts following notification in the Florida Administrative Register and a newspaper of general circulation at least once a week for 2 weeks

Questions?

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: April 28, 2026

I. Litigation – Insurance

A) Wilton Manors adv. Carl Linn Kitchner
Notice of Claim was received May 9, 2023. Mr. Kitchner claims he was wrongfully arrested and charged with a DUI by the Wilton Manors Police Department on March 1, 2023.

B) Wilton Manors adv. Tyesha Hutchinson, Cyarra Walker, and Ciara Charnele Lewis
Notice of Claim was received August 21, 2023. The claim for damages arises as a result of a motor vehicle accident which occurred on April 8, 2023. Summons and Complaint was served on the City on July 22, 2024.

C) Wilton Manors adv. Louis Brinkerhoff
Notice of Claim was received October 15, 2024. Mr. Brinkerhoff's claim for damages arises as a result of an injury sustained from a paver on the sidewalk adjacent to 525 NE 21st Court on September 13, 2024. The claim was denied by FLC. Awaiting to see if a law suit is filed.

D) Wilton Manors adv. Jacqueline Bancroft
Notice of Claim was received on January 7, 2025. Ms. Bancroft's claim for damages arises as a result of an incident that occurred on the sidewalk near NW 9th Avenue and NW 9th Terrace on December 15, 2024.

E) Wilton Manors adv. Vern Hall as Personal Representative of the Estate of Frederick Hall
Notice of Claim was received May 1, 2023. The claim was denied by FLC. Summons and Complaint was served on the City on February 27, 2025. Mr. Hall's Estate claims that as a result of a police chase involving Broward Sheriff's Office, City of Fort Lauderdale Police

Department, and Wilton Manors Police Department on March 7, 2023, Mr. Hall was severally injured due to a vehicle pinning him to a wall. On July 22, 2025, the Court entered a Uniform Trial Order setting trial for a three-week period commencing May 11, 2026.

F) Wilton Manors adv. Walter Steunenberg

Notice of Claim was received on April 10, 2025. Mr. Steunenberg's claim arises from an incident that allegedly occurred on March 15, 2025. No further details were provided.

G) Wilton Manors adv. Jerson Immer Velazquez

On December 14, 2025, the City received a Third Amended Complaint for a Civil Case naming the City as a defendant. The Plaintiff is alleging Civil Rico, Monell Claims and Breach & Torts. On February 12, 2026, the City received a Fourth Amended Complaint and was served. FLC is handling this matter.

H) Wilton Manors adv. Larry Stanhope Stroud III and Jessica Sariya Stroud

Notice of Claim was received on January 14, 2026. The claim alleges unreasonable search and seizure, municipal liability, battery, negligence, loss of consortium, and other claims by the Wilton Manors Police Department on July 2, 2025. FLC is handling this matter.

I) Wilton Manors adv. Luis Rivera

On March 25, 2026, a Summons and Complaint was served on the City. Mr. Rivera's claim for damages arises as a result of an injury sustained when he lost control and fell from a scooter at or near 516-580 E. Oakland Park Blvd. due to water pouring onto the sidewalk and road. FLC is handling this matter

J) Wilton Manors, et al. adv. Roy Singhal

On March 10, 2026, a Summons and Complaint was served on the City. The claim alleges violations of Mr. Singhal's rights under the Fourth and Fourteenth Amendments by Code Enforcement. FLC is handling this matter.

K) Wilton Manors adv. Eugene (Jake) Valentine, et al.

Notice of Claim and Demand for Immediate Remedial Action was received April 15, 2026. The claim alleges ongoing municipal negligence, violation of statutory and constitutional duties, deliberate indifference to confirmed code violations regarding GExhaust LLC.

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.

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.

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.

G) Wilton Manors adv. Equity Trust Company Custodian FBO Joseph A. Casasanta IRA

On March 10, 2026, the City was served with the Summons and Complaint in this foreclosure matter. The City's Answer and Affirmative Defenses and Initial Disclosure were filed on March 23, 2026.

H) Wilton Manors adv. CCHC Fund VII, LP

On March 25, 2026, the City was served with the Summons and Complaint in this foreclosure matter. The City's Answer and Affirmative Defenses and Initial Disclosure were filed on April 1, 2026.

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.

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.

III. Litigation-Other

A) Wilton Manors adv. Florida Department of Environmental Protection

On March 26, 2025, the City was served with the Summons and Complaint in this matter. On April 24, 2025, the Law Firm of Gardner, Bist, Bowden, Dee, LaVia, Wright, Perry & Harper, P.A. filed a Notice of Appearance on behalf of the City. On April 28, 2025, the parties filed a Joint Motion for Temporary Abatement. On June 18th, 2025, the Court entered an Order granting the Abatement. On July 31, 2025, the Court entered a Uniform Trial Order and set the case for trial commencing January 12, 2026 to January 30, 2026. A Calendar Call was scheduled for January 6, 2026. Settlement discussions underway. On December 16, 2025, the parties filed a Joint Motion for Continuance. On January 6, 2026, the Court entered an Order Resetting Trial and reset the case for trial commencing April 6, 2026 to May 1, 2026. A proposed Consent Final Judgment was approved by the City Commission at the April 14, 2026 City Commission Meeting.

IV. Non-Litigation – City Attorney

Should you have any questions concerning the above, please do not hesitate to contact me.

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 28, 2026

From: Elizabeth Beckford, City Clerk
Prepared by: Elizabeth Beckford, City Clerk

(a) Subject: Broward MPO Citizens Advisory Committee (CAC) Representative

(b) City Manager Recommendation:

(c) Report In Brief: Motion to appoint a MPO Citizens Advisory Committee (CAC) representative.

(d) Discussion:

At the City Commission meeting held on March 24, 2026, the Commission directed staff to publicly notice the appointment for the Broward MPO Citizens Advisory Committee (CAC) Representative. The Broward MPO CAC is comprised of members of the public who are interested in participating in the transportation planning process. Members review proposed transportation plans, programs, and projects to evaluate potential impacts on their communities.

The appointment to the MPO Citizens Advisory Committee (CAC) was publicly advertised with an application deadline of April 14, 2026, through the following outreach efforts:

ENews: Beginning March 31, 2026
Social Media: April 1, 2026
Additional outreach through community organizations, neighborhood associations, and the City's message board

A total of three (3) applications were received from Anthony LoGrande, Melody Moening, and Robert Hadley. The submitted applications are attached for the City Commission to review and appoint one individual to serve as the City's representative on the Broward MPO Citizens Advisory Committee.

(e) Strategic Plan Consistency:

(f) Concurrences:

(g) Fiscal Impact: None.

(h) Alternatives: Do not appoint the named applicants.

(i) Attachments:
1. Broward MPO Citizens' Advisory Committee member request - Wilton Manors
2. Robert Hadley 4-6-26
3. Robert Hadley Resume 4-22-26
4. Anthony LoGrande 4-9-26
5. Anthony LoGrande Resume 4-9-26
6. Melody Moening 3-31-26
7. Melody Moening Resume 04.23

From: Rebecca N. Schultz
To: Chris Caputo
Cc: Carl Ema; Elizabeth Garcia Beckford; Roberta Moore; Bryan Caletka
Subject: Broward MPO Citizens" Advisory Committee member request - Wilton Manors
Date: Monday, March 16, 2026 10:26:47 AM
Attachments: image.png

EXTERNAL EMAIL WARNING!
THIS IS AN EMAIL FROM AN OUTSIDE SENDER!
Do not reply to it, click any links, or open any attachments unless you recognize the sender's email address as legitimate and know the content is safe.
If you have any concerns, call the Help Desk at (904)-688-2211 Ext:1.

Dear Board Member Caputo,

Greetings. My name is Rebecca Schultz and I am the Boards Coordinator at the Broward Metropolitan Planning Organization (MPO). As a Board Member, your municipality has representatives on the MPO's Technical Advisory Committee (TAC) and Citizens' Advisory Committee (CAC). They advise and provide recommendations on transportation plans and programs as well as communicate with you regarding the views of their committee. Many of the items that come before the MPO Board go to the TAC and CAC first, so it can be beneficial to have a representative on both committees in order to keep you apprised of relevant issues and to offer feedback/advice from a different perspective.

The TAC member is typically a member of municipal staff assigned by the City/Town Manager. For Wilton Manors, the TAC member is Roberta Moore.

The **CAC** is made up of members of the public (residents, businesspeople, etc.) who have an interest in transportation, are available to regularly attend in-person meetings, and would maintain an open line of communication with their appointing MPO Board Member. The CAC meets for about two hours on the fourth Wednesday of every month at 6:00 p.m. at the Broward MPO's Board Room (located at 100 West Cypress Creek Road, 6th Floor, Suite 650, Fort Lauderdale, FL 33309). Agendas and materials are provided for review to CAC Members in advance of each meeting.

Currently, the CAC seat representing your municipality is ***vacant***. To fill this vacant seat on the CAC, please let us know the contact information for your new appointment. No alternates serve on the CAC.

Thank you in advance for taking the time to address this matter. If you have any questions regarding this request, please don't hesitate to reach out to us.

Rebecca Schultz
Communication Specialist/TD Program Administrator
Broward MPO
Metropolitan Planning Organization
Trade Centre South
100 West Cypress Creek Road,
6th Floor, Suite 650
Fort Lauderdale, FL 33309-2181
(954) 876-0047 Direct
(954) 876-0033 Office
(954) 876-0062 Fax
Florida Relay Service 711
schultzr@browardmpo.org

For more information on activities and projects of the Broward MPO, please visit: BrowardMPO.org and while you're there, follow us on Social Media.

"Put Your Dollar to Work"! Help friends and neighbors who need transportation services by making a voluntary contribution to the Transportation Disadvantaged Voluntary Trust Fund. To contribute, check the box provided on the registration form each time you renew the vehicle tag for your car, truck or boat!

Ayude a alguien conseguir transporte! No olvíde donar $1 para el fondo de Transporte del Desventajado (Transportation Disadvantaged Voluntary Trust Fund) la prómixa vez que usted renueve su placa del vehículo, camión, o barco.

Please Note: Florida has a very broad public records law. Most written communications to or from Broward MPO officials and/or employees regarding Broward MPO business are public records, and are available to the public and media upon request. Your e-mail communications, including your email address, may therefore be subject to public disclosure. This message, together with any attachments, is intended only for the addressee. It may contain information which is legally privileged, confidential and exempt from public disclosure. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, use, or any action or reliance on this communication is strictly prohibited. If you have received this e-mail in error, please notify the Broward MPO immediately by telephone (954) 876-0033 or by return e-mail and delete the message, along with any attachments.

Print

Broward MPO Citizens' Advisory Committee - Submission #6237

Date Submitted: 4/6/2026

Instructions

Interested in being a member of this board? Follow these steps:

Are you interested in transportation issues and shaping Broward's transportation system?

Then become a member of the Broward Metropolitan Planning Organization's (MPO's) Citizens' Advisory Committee (CAC). The Broward MPO's CAC is made up of members of the public who are interested in becoming involved in the transportation planning process. These individuals review proposed transportation plans, programs, and projects in order to examine the potential impacts they could have on their communities. All CAC members have voting privileges, and action taken by CAC members is used to provide advice to the MPO Board. The MPO Board is comprised of local elected officials.

In addition to participating in discussions and voting on items, it is essential that CAC members maintain a direct line of communication with their appointing MPO Board member/elected official. Items that go before the MPO Board typically go to the CAC first, so CAC members should be sure to keep their appointing MPO Board member/elected official informed of CAC actions and other pertinent information.

The CAC meets for about two hours on the fourth Wednesday of every month at 6:00 p.m. at the Broward MPO's Board Room (located at 100 West Cypress Creek Road, Fort Lauderdale, FL 33309-2181). Agendas and materials for review are provided to CAC members in advance of each meeting.

Ideal Candidate:

- Interested in transportation issues
- Able to attend monthly meetings (Fourth Wednesday, 6:00 p.m., ~2 hours)
- Willing to communicate regularly with the MPO Board member

Meetings Location: Broward MPO Board Room, 100 West Cypress Creek Road, Fort Lauderdale, FL 33309

For information on the CAC, please see https://www.browardmpo.org/our-committees/citizen-s-advisory-committee-cac

For a calendar of MPO meeting dates, please see https://www.browardmpo.org/agendas-minutes

For all other information on the MPO and its activities, please visit our main page at BrowardMPO.org

Date*

4/6/2026

First Name* ROBERT

Last Name* HADLEY

Email Address*

rjrhadley@gmail.com

Alternate Email Address

revhadley@protonmail.com

Phone Number*

9546968124

Alternate Phone Number

Address1*

1920 NE 1ST TER APT 110H

Address2

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

Are you a Resident of Wilton Manors?*

- [x] Yes
- [ ] No

Years

13

Months

5

Proof of Identity *

fl dl.jpg

Please upload a copy of proof of identity (Drivers' License, State ID or Passport)

Description of Qualifications

Having been a transporation advocate mostly with altenet means ie cycling, public transport, and a part owner of an indepent bicycle shop and keen awarness of local issues from senior transport options my input and learning would benefit residents and visitorers

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

Resume or CV*

Resume 3 28 2024a (1).docx

Upload your resume here.

Graduated from Island City University

- (●) Yes
- ( ) No

Where did you hear about this Board Opportunity?

email

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?

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):

- [x] I have read and understand the attendance policies.
- [x] I understand that in accordance with Florida Sunshine Law, this information becomes public record and may be subject to public review
- [x] 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
- [x] 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
- [x] 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.
- [x] 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

- [x] 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.

Robert J. Hadley rjrhadley@gmail.com

Strengths

- Personal empathy
- Follow through.
- Fast learner, able to take on new tasks quickly.
- Total confidentiality in all situations

Education

Loyola University OF CHICAGO
Bachelor of Science, Psychology
Loyola University OF CHICAGO
Master of Science, Psychology
Episcopal Divinity School, Cambridge MA
Master of Divinity

Employment History

Holy Angles Parish National Catholic Churches of America *Deacon*
2023 - Present

Deacon's serve with the lead minister or priest, and I do that for Mass.
Beyond Mass I work with people in need finding resources or solutions to common problems from hunger to mental health.

Broward House *Care Guide*
2019-2026

Broward House is a social service organization with a mission of helping people access resources. I work in outreach and linkage where I meet people or organizations and share lifesaving information. When needed I link people to appropriate programs.
I assist in Broward House's many events from The SMART Ride, AIDS Walk and Dining Out For Life.

Wilton Manors Entertainment Group/HotSpots Events *Events Manager*
2014-Present

Wilton Manors Entertainment Group/HotSpots Events is the principal producer of Stonewall Pride. I've been with WMEG since before its inception and my roles are managing Wilton Manors Art Walk and Stonewall Pride. Volunteer training and assignments have been added to my roles starting with Pride Fet, the Caribbean Pride event. HotSpots events were born when WMEG bought HotSpots and turned a magazine into an all-inclusive media and event business. HotSpots Events runs an art gallery where I do detailed work mainly making sure our volunteers have all that's needed to make the gallery successful.

Intercruises *Port Services*
2014-2019

Maintained passage of cruise passengers at Port Everglades though efficiently guiding passengers through the terminal and onto the cruise ship. Also made sure debark operations went smoothly by helping other team mates work with passengers to find luggage and transportation outside the cruise terminal
Kept confidential check in information for passengers.
This required a high security clearance. (Transportation Worker Identification Card)

Center on Halsted *Operations*
2007-2010

Welcomed over 1000 people a day on property or via phones
Meeting room set up. Theater sound/lighting control
General maintenance of building and grounds
Participated in agency fundraising events

Test Positive Aware Network *Group facilitator*
2000-2007

I led and planned support groups for people with HIV and other health issues
This required new weekly topics and qualified information.
Participating in events the agency held including fundraising

Volunteer Experience

Broward Center for Performing Arts *Usher*
2001- Present

I greet and seat visitors to the Broward Center for Performing Arts following the R.E.D. technique: Respect, Empathy and Dignity. Most of my time is working in the VIP area of the Au Rene theater

Wilton Manors Parks and Recreation Advisory Board Vice Chair
2025-Present

The Parks and Recreation Advisory Board works closely with Wilton Manors Leasure Services where we learn about services and provide input for events, and suggesting options for same. One big task is approving "Employee of the Quarter. A major 'win' for this board was recommending PLAYS IN THE PARKS that's been very successful.

Wilton Manors Community Advisory Board *Chair*
2016- 2025

The Community Advisory Board is charged with providing a vehicle to maintain a high quality of life through greater citizen participation by providing a conduit for cooperation and communication between the city commission and community; by making recommendations to the commission as appropriate of ideas for community improvement, civic projects and supporting various community events. My role as a member then for the last three years as chairperson is to make sure meetings are run well. Citizens are heard and our special citizen recognitions are done properly. Such special citizen recognitions are for Women's History Month, Black History Month, Hispanic Heritage Month, LGBT Awareness Month

Achievements

· Eagle Scout
· Hope & Spirit Award: City of Chicago
· Competent Communicator Toastmasters International

Print

Broward MPO Citizens' Advisory Committee - Submission #6241

Date Submitted: 4/9/2026

Instructions

Interested in being a member of this board? Follow these steps:

Are you interested in transportation issues and shaping Broward's transportation system?

Then become a member of the Broward Metropolitan Planning Organization's (MPO's) Citizens' Advisory Committee (CAC). The Broward MPO's CAC is made up of members of the public who are interested in becoming involved in the transportation planning process. These individuals review proposed transportation plans, programs, and projects in order to examine the potential impacts they could have on their communities. All CAC members have voting privileges, and action taken by CAC members is used to provide advice to the MPO Board. The MPO Board is comprised of local elected officials.

In addition to participating in discussions and voting on items, it is essential that CAC members maintain a direct line of communication with their appointing MPO Board member/elected official. Items that go before the MPO Board typically go to the CAC first, so CAC members should be sure to keep their appointing MPO Board member/elected official informed of CAC actions and other pertinent information.

The CAC meets for about two hours on the fourth Wednesday of every month at 6:00 p.m. at the Broward MPO's Board Room (located at 100 West Cypress Creek Road, Fort Lauderdale, FL 33309-2181). Agendas and materials for review are provided to CAC members in advance of each meeting.

Ideal Candidate:

- Interested in transportation issues
- Able to attend monthly meetings (Fourth Wednesday, 6:00 p.m., ~2 hours)
- Willing to communicate regularly with the MPO Board member

Meetings Location: Broward MPO Board Room, 100 West Cypress Creek Road, Fort Lauderdale, FL 33309

For information on the CAC, please see https://www.browardmpo.org/our-committees/citizen-s-advisory-committee-cac

For a calendar of MPO meeting dates, please see https://www.browardmpo.org/agendas-minutes

For all other information on the MPO and its activities, please visit our main page at BrowardMPO.org

Date*

4/9/2026

First Name* Anthony

Last Name* LoGrande

Email Address*

tonylogrande@aol.com

Alternate Email Address

tonylogrande@gmail.com

Phone Number*

9548015850

Alternate Phone Number

Address1*

2609 NE 14th Ave

Address2

Apt 400

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

Are you a Resident of Wilton Manors?*

- [ ] Yes
- [x] No

Years

15

Months

10

Proof of Identity *

8D1A289F-0091-4F04-AA56-3CE6DEB2260A.jpeg

Please upload a copy of proof of identity (Drivers' License, State ID or Passport)

Description of Qualifications

Retired Architect NYS , Chair of Wilton Drive Improvement District, Vice Chair of the Economic Development Task Force.

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

Resume or CV*

A N T H O N Y L O G R A N D E RESUME.docx

Upload your resume here.

Graduated from Island City University

- ○ Yes
- ◉ No

Where did you hear about this Board Opportunity?

Commissioner NO D'Arminio

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?

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):

- [x] I have read and understand the attendance policies.
- [x] I understand that in accordance with Florida Sunshine Law, this information becomes public record and may be subject to public review
- [x] 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
- [x] 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
- [x] 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.
- [x] Misrepresentation of any information or qualifications given on this application may cause automatic removal from this Board.

Civility Statement*

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- [x] 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.

A N T H O N Y L O G R A N D E
2 6 0 9 N.E. 14TH AVE. APT. 4 0 0
W I L T O N M A N O R S, F L 3 3 3 3 4

INTRODUCTION

Please consider my application as a member of the Citizens Advisory Committee for the MPO.
My commitment to Wilton Manors compels me to volunteer for this position with the hope that our city can benefit from long range projects to improve our environment and transportation planning. I believe that I could bring urban planning experience and create good communication with our City Staff and City Commission to align our goals for the projects that MPO proposes.
Thank you, in advance, for your consideration.

EDUCATION

Bachelor of Architecture, Pratt Institute 1978

EXPERIENCE

ARCHITECT (RETIRED) STATE OF NEW YORK

VP Partner with The Walker Group, a global architecture firm. Managed international business and worked in over 67 countries, based in NYC and then London. My specialty was mixed-use condo and rental developments, luxury retail brands, and shopping centers. I later became the Managing Director of the NY office at the end of my tenure of approximately 19 years.

VICE PRESIDENT

For 20 years held key positions with Estee Lauder Corporation, Calvin Klein and Limited Brands. In each position, I brought my international experience for expansion, real estate selection, brand innovation and client /licensee relationship management.

GRAND PROPERTIES LLC

My move to Wilton Manors, over fifteen years ago, allowed me to create my own real estate investment business for residential and commercial development. I fostered a strong relationship with the City of Wilton Manors Commission as well as the Community Services Department.

CITY OF WILTON MANORS

I volunteered with the city for over eight years and held two key positions as Vice Chair of the Economic Development Task Force, as well as Chair of the Wilton Drive Improvement District. Both positions allowed me to make a difference in Wilton Manors. It prepared Wilton Manors for the future in terms of attracting smart development, whilst improving quality of life for our residents , and established us as a travel destination . I also was a founding member of The Three Bridges Neighborhood Community Association.

Print

Broward MPO Citizens' Advisory Committee - Submission #6232

Date Submitted: 3/31/2026

Instructions

Interested in being a member of this board? Follow these steps:

Are you interested in transportation issues and shaping Broward's transportation system?

Then become a member of the Broward Metropolitan Planning Organization's (MPO's) Citizens' Advisory Committee (CAC). The Broward MPO's CAC is made up of members of the public who are interested in becoming involved in the transportation planning process. These individuals review proposed transportation plans, programs, and projects in order to examine the potential impacts they could have on their communities. All CAC members have voting privileges, and action taken by CAC members is used to provide advice to the MPO Board. The MPO Board is comprised of local elected officials.

In addition to participating in discussions and voting on items, it is essential that CAC members maintain a direct line of communication with their appointing MPO Board member/elected official. Items that go before the MPO Board typically go to the CAC first, so CAC members should be sure to keep their appointing MPO Board member/elected official informed of CAC actions and other pertinent information.

The CAC meets for about two hours on the fourth Wednesday of every month at 6:00 p.m. at the Broward MPO's Board Room (located at 100 West Cypress Creek Road, Fort Lauderdale, FL 33309-2181). Agendas and materials for review are provided to CAC members in advance of each meeting.

Ideal Candidate:

- Interested in transportation issues
- Able to attend monthly meetings (Fourth Wednesday, 6:00 p.m., ~2 hours)
- Willing to communicate regularly with the MPO Board member

Meetings Location: Broward MPO Board Room, 100 West Cypress Creek Road, Fort Lauderdale, FL 33309

For information on the CAC, please see https://www.browardmpo.org/our-committees/citizen-s-advisory-committee-cac

For a calendar of MPO meeting dates, please see https://www.browardmpo.org/agendas-minutes

For all other information on the MPO and its activities, please visit our main page at BrowardMPO.org

Date*

3/31/2026

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*

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

Are you a Resident of Wilton Manors?*

- [x] Yes
- [ ] No

Years

7

Months

Proof of Identity *

MOENING ID FRONT.pdf

Please upload a copy of proof of identity (Drivers' License, State ID or Passport)

Description of Qualifications

I have a degree in sociology and urban planning. Additionally I have an interest in effective public transportation.

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

Resume or CV*

M.Moening License.jpg

Upload your resume here.

Graduated from Island City University

- (●) Yes
- ( ) No

Where did you hear about this Board Opportunity?

From attending city council meetings & the Wilton Manors newsletter

---

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?

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):

- [x] I have read and understand the attendance policies.
- [x] I understand that in accordance with Florida Sunshine Law, this information becomes public record and may be subject to public review
- [x] 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
- [x] 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
- [x] 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.
- [x] 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

- [x] 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 implimented 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

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 28, 2026

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

(a) Subject: Request to Create and Fill New Utilities Project Manager Position

(b) City Manager Recommendation:

(c) Report In Brief:

(d) Discussion:

The Emergency Management and Utilities Department requests authorization to create a Utilities Project Manager position to provide dedicated oversight and administration of the City's water, wastewater, and stormwater utility projects. The role would be responsible for managing all phases of project delivery, from planning and design through construction and compliance, while ensuring projects are completed on time, within budget, and in accordance with municipal, state, and federal requirements. This position is particularly important given the increasing complexity of infrastructure projects and the need for dedicated coordination, oversight, and regulatory compliance.

The request is largely driven by the City's participation in the Water Infrastructure Finance and Innovation Act (WIFIA) program, which includes a $29 million loan supporting approximately $37 million in infrastructure improvements. These projects require extensive documentation, financial tracking, and federal compliance, making a dedicated project manager essential to mitigate risks and ensure successful delivery. Funding for the position would be allocated across the utility enterprise funds and partially offset through eligible project costs, including WIFIA-related expenditures. Overall, staff believes this position will enhance project efficiency, reduce reliance on external services, and support the City's long-term infrastructure reliability and resiliency goals.

(e) Strategic Plan Consistency: Goal A. Advance Infrastructure Improvements, 1. Improve Water, Stormwater, and Wastewater Infrastructure

(f) Concurrences:

(g) Fiscal Impact:

(h) Alternatives:

(i) Attachments: 1. Utilities Project Manager Commission Memorandum Feb 26 2026
2. Utilities Project Manager

WILTON MANORS, *Island City*
2020 WILTON DRIVE, WILTON MANORS, FLORIDA 33305

EMERGENCY MANAGEMENT/UTILITIES
(954) 390-2190
FAX: (954) 567-4212

Life's Just Better Here

February 26, 2026

To: Honorable Mayor, Vice Mayor, and Commissioners
Thru: Leigh Ann Henderson, City Manager
From: Alan Dodd, Emergency Management / Utilities Director
Subject: **Request for New Position – Utilities Project Manager**

The Emergency Management and Utilities Department requests authorization to create a Utilities Project Management position to provide dedicated oversight and administration of the City's water, wastewater, and stormwater utility projects. Given the anticipated increase in workload associated with the City's Water Infrastructure Finance and Innovation Act (WIFIA) loan, it is recommended to establish and fund this position to ensure projects are delivered efficiently, in full compliance with all applicable federal reporting and regulatory requirements, and in alignment with Citywide objectives to modernize the City's utility infrastructure while minimizing schedule, compliance, and financial risk.

Position Summary
Position Title: Utilities Project Manager
Level/Grade: P3 / 9
FLSA Status: Exempt
Salary: $84,833 - $128,396 Annually

Duties and Essential Job Functions
A position description is attached. This position will be responsible for the planning, organization, and execution of the City's water, wastewater, and stormwater capital improvement projects, involving advanced technical and administrative work related to project design, permitting, procurement, construction, funding, and compliance activities. The Project Manager will serve as the City's primary representative throughout all phases of project delivery, overseeing consultants and contractors, ensuring adherence to contract documents, and maintaining compliance with municipal, state, and federal requirements. This role requires strong coordination, communication, and critical-thinking skills to ensure projects are delivered safely, on schedule, within budget, and to the highest quality standards, including projects funded through federal financing and grant programs requiring detailed documentation and reporting.

Justification
The creation of a Utilities Project Manager position is justified by the scale, complexity, and regulatory demands of the City's expanding water, wastewater, and stormwater capital improvement program. This role provides full lifecycle management of utility infrastructure projects, including planning, design coordination, permitting, procurement, construction oversight, financial tracking, and compliance with municipal, state, and federal requirements.

The anticipated workload associated with the City's Water Infrastructure Finance and Innovation Act (WIFIA) program significantly increases these responsibilities. The City has secured a $29 million WIFIA loan supporting approximately $37 million in integrated water, wastewater, and stormwater infrastructure improvements. These projects include water main replacements, wastewater lift station

and force main rehabilitation, and stormwater system upgrades designed to improve system reliability, reduce infiltration and leakage, and address regulatory obligations, including compliance with a Florida Department of Environmental Protection consent order.

Participation in the WIFIA program requires extensive coordination, detailed documentation, financial tracking, and ongoing federal compliance oversight. A dedicated, technically qualified Utilities Project Manager is necessary to ensure projects are delivered on schedule, within budget, and in full compliance with funding and regulatory requirements while advancing the City's long-term infrastructure resiliency goals. In addition to WIFIA-funded projects, this position will manage other capital and infrastructure improvement projects necessary to maintain and operate the City's utility systems and provide safe, reliable, and efficient services to residents, while reducing reliance on external project management services.

Financial

The Utilities Project Manager position will be funded through the Water, Wastewater, and Stormwater Utilities, with project management costs allocated and charged directly to applicable capital projects. Consistent with standard utility accounting practices, staff time and associated project management expenses will be proportionally charged to each project based on workload and level of effort.

Within the City's WIFIA-funded program, approximately $325,000 has been programmed at the program level for project management activities. All eligible City-incurred project management costs may be applied toward the City's required 20 percent local cost share under the WIFIA loan. For budgeting and allocation purposes, the anticipated fully burdened annual cost of the Utilities Project Manager position is estimated at approximately $149,500, which forms the basis for the annual utility allocation shown below. This approach ensures equitable cost recovery across the utility enterprise funds and maintains consistency with federal allowability and audit standards.

Anticipated breakdown

Utility	Percent	Annual Funding
Water Utility (401):	34 %	$ 50,830
Wastewater Utility (402)	50 %	$ 74,750
Stormwater Utility	16 %	$ 23,920
Total	100 %	$149,500

For these reasons, staff recommends approval to establish the Utilities Project Manager position to support the City's expanding capital improvement program, ensure compliance with federal WIFIA funding requirements, and maintain effective oversight of critical water, wastewater, and stormwater infrastructure projects. Authorizing this position will strengthen project delivery, protect the City's financial and regulatory interests, and support long-term infrastructure reliability and resiliency for residents and businesses.

Sincerely,

Alan M Dodd

Alan Dodd, Director
Emergency Management/Utilities Department

CITY OF WILTON MANORS

"THE ISLAND CITY"

POSITION DESCRIPTION

Position Title: **Utilities Project Manager**
Level / Grade: **P4 / 9**
FLSA Status: **Exempt**

GENERAL DESCRIPTION OF DUTIES

Under the administrative direction of the Emergency Management/Utilities (EMU) Department Director, the Project Manager is responsible for the planning, organization and execution of the City's water, wastewater and stormwater capital improvement projects. This position performs advanced technical and administrative work in managing project design, permitting, construction, funding and compliance activities. The Project Manager serves as the City's primary representative throughout all project phases, overseeing consultants and contractors, ensuring adherence to contract documents and maintaining full compliance with municipal, state and federal requirements. This role requires strong coordination, communication and critical-thinking skills to ensure that projects are delivered safely, on schedule, within budget and to the highest quality standards. Performs related work as directed.

ESSENTIAL JOB FUNCTIONS

Because it is difficult if not impossible to present a finite list of every possible function to be performed by an employee, the City of Wilton Manors reserves the right in its sole and absolute discretion to modify and update this job description and to ask an employee to perform tasks beyond the duties presented herein. In the event a change is necessary to update the essential functions of the job, the City will provide as much notice as practicable to the employee.

- Manages engineering and architectural consultants and contractors through all phases of planning, design and construction.
- Ensures projects are completed on time, within budget and in accordance with quality, safety and regulatory requirements.
- Prepares, negotiates and administers task orders, contracts and amendments for professional services and construction activities.
- Coordinates with internal departments, regulatory agencies (such as FDOT, SFWMD, FDEP and Broward County) and stakeholders to advance project objectives.
- Reviews engineering plans, specifications and cost estimates for constructability, value engineering opportunities and compliance with codes and standards.
- Conducts field inspections to ensure contract compliance; monitors materials, testing and construction methods.
- Attends and participates in pre-bid meetings, pre-construction conferences and project progress meetings.
- Identifies, responds to and resolves construction-related issues.

- Prepares and manages RFPs, RFQs, bidding documents and procurement processes in accordance with City and regulatory requirements.
- Evaluates bids and proposals; develops recommendations for award of contracts.
- Manages project documentation including submittals, RFIs, change orders, pay applications, closeout documents and record drawings.
- Researches, prepares and submits grant applications; ensures proper monitoring, documentation and compliance of awarded funding.
- Prepares project budgets and financial reports, including projections, cost tracking and grant compliance reporting.
- Produces departmental reports, memoranda and correspondence to support project communication and oversight.
- Serves as the City's representative on project sites and during meetings with contractors, consultants, residents and partner agencies.
- Provides information, assistance and updates to the public regarding ongoing projects and impacts.
- Secures and manages professional and technical services for the City as required.
- Performs related duties as assigned.

EDUCATION AND EXPERIENCE

Minimum Qualifications

Any combination of training and experience which would provide required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Bachelor's degree from an accredited institution in construction management, civil engineering, architecture, or a related field; supplemented by three (3) to five (5) years of professional experience in construction management or engineering related to water, wastewater and/or stormwater infrastructure projects. Demonstrated experience managing design and construction contracts.

Preferred Qualifications

Professional Engineer (PE) license in the State of Florida, or Certified Construction Manager (CCM), or Project Management Professional (PMP) certification. Experience with Florida municipal utilities or state/federal grant-funded infrastructure programs. Knowledge of FEMA, ARPA, or other federal funding mechanisms.

Wilton Manors is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, Wilton Manors will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

SAVE THE DATE

BROWARD LEAGUE OF CITIES

69TH ANNUAL DINNER

SATURDAY, MAY 30, 2026

6:30 PM

MARGARITAVILLE HOLLYWOOD BEACH RESORT

1111 N Ocean Dr, Hollywood, FL 33019

Invitation to follow

BROWARD LEAGUE OF CITIES

69th Annual Dinner

Margaritaville Hollywood Beach Resort

Saturday, May 30, 2026 | 6:30 PM

MUNICIPAL FRIEND LEVELS & BENEFITS

PRESIDENTIAL SPONSOR | $15,000

- Premium Reserved Table for 10
- Complimentary Valet Parking
- Full Page Ad in Event e-Program
- Prominent Screen Recognition at Event & on League Website
- Two Branded 6.5’ Pop Up Banners
- Pre & Post Social Media Recognition
- Signage Recognition at Event
- Verbal Recognition at Event
- Pre & Post Event Press Release Recognition

PARAMOUNT SPONSORS | $10,000

- Premium Reserved Table for 10
- Complimentary Valet Parking
- Full Page Ad in Event e-Program
- Prominent Screen Recognition at Event & on League Website
- One Branded 6.5’ Pop Up Banner
- Pre & Post Social Media Recognition
- Prominent Signage Recognition at Event
- Verbal Recognition at Event
- Pre & Post Event Press Release Recognition

PREMIER SPONSORS | $5,000

- Reserved Table for 10
- Complimentary Valet Parking
- Half Page Ad in Event e-Program
- Screen Recognition at Event & on League Website
- Signage Recognition at Event
- Verbal Recognition at Event
- Pre & Post Social Media Recognition
- Pre & Post Event Press Release Recognition

MINIMUM SPONSORS | $3,500

- 6 Dinner Tickets
- Complimentary Valet Parking
- City Listing in Event e-Program
- Signage Recognition at Event
- Pre & Post Social Media Recognition

BROWARD LEAGUE OF CITIES

69th Annual Dinner

Margaritaville Hollywood Beach Resort

Saturday, May 30, 2026 6:30 PM

Please complete and return to:

Broward League of Cities
115 South Andrews Avenue, Suite 122
Fort Lauderdale, Florida 33301

For additional information, contact 954.357.7370 or mltighe@browardleague.org.
All cancellations must be received by May 8, 2026

WE ARE PLEASED TO SUPPORT THE BROWARD LEAGUE OF CITIES 69TH ANNUAL DINNER AT THE FOLLOWING LEVEL:

____PRESIDENTIAL SPONSOR….$15,000
____PARAMOUNT SPONSOR…..$10,000
____PREMIER SPONSOR……$5,000
____MINIMUM SPONSOR…….$3,500

City: _____

Contact:_____

Address:_____

City:_____State:_____Zip:_____

Phone:_____Email:_____

ORDINANCE NO. 2026-XXX

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 OR REMAINING IN OFFICE IF THEY ARE MARRIED, ENGAGED, RESIDE OR INTEND TO FORM A HOUSEHOLD WITH ANOTHER COMMISSIONER; PROVIDING FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE CODE OF ORDINANCES AND THE CHARTER OF THE CITY OF WILTON MANORS, FLORIDA, AS WELL AS THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF WILTON MANORS, FLORIDA, AT THE NEXT GENERAL ELECTION OF NOVEMBER 3, 2026, AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE PLACE AND TIMES WHERE SAID ELECTION IS TO BE HELD; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Wilton Manors, Florida; and

WHEREAS, Chapter 166, Florida Statues, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission of the City of Wilton Manors, Florida, in an ordinance format; and

WHEREAS, the proposed amendment to the City's Charter shall be put before the registered electors of the City in a duly called referendum at the general election on November 3, 2026, to amend Article IIIA of the City's Charter by specifically creating Section 3-1 to prohibit

Commented [KLE1]: Final Title and Ballot

Commented [KLE2]: Note that it is possible for someone to raise a constitutional challenge to this provision. Depending on the violation that is alleged, there may be different standards of review by the court. If a court were to conclude that a fundamental right is involved and strict scrutiny is the proper standard, it is likely that this provision would not be enforceable. We would have to prove the law serves a "compelling" (or essential) interest and is "narrowly tailored" to achieve that interest using the "least restrictive means" available. Note that the right to vote and the right to marry have been recognized as fundamental rights.

For Intermediate scrutiny we must show the provision furthers an "important" interest and that the classification used is "substantially related" to achieving that interest. We would need to show a strong, direct connection between what the provision does and what it's trying to accomplish.

It is more defensible to limit this to qualifications rather than after election if a proscribed relationship were to develop.

Commented [KLE3]: What is the reason for this provision? For both qualifying and remaining in office.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

4898-4211-8052, v. 1

the Mayor and Commissioners from qualifying or remaining in office if they are married, engaged, reside or intend to form a household with another Commissioner.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Article IIIA of the Charter of the City of Wilton Manors, "Legislative," shall be amended by the creation of Section 3-1 "Nepotism Prohibition" as follows:

Sec. 3-1. Nepotism Prohibition.

(a) Mayoral and commission candidates shall not qualify for office or, if qualified and elected, shall not remain in office, if they:

(i) are married to, or engaged to be married to another member of the commission, including the mayor; or

(ii) hold themselves out as, or are generally known as, the person whom the commissioner or mayor intends to marry; or

(iii) have the same legal residence as another member of the commission, including the mayor, or with whom they intend to form a household.

(b) If a mayor or commissioner becomes unqualified to hold office under Section 3-1 (a), and one of the individuals involved in the proscribed relationship does not resign within thirty (30) days of the commencement of the relationship, then, in that event, the individual who most recently was elected, or appointed to fill a vacancy, if applicable, shall forfeit their office forthwith.

(c) If a mayor or commissioner becomes unqualified to hold office under Section 3-1 (a), and one of the individuals involved in the proscribed relationship does not resign within thirty (30) days of the commencement of the relationship, and the terms of office for each individual commenced at the same time, then, in that event, the other remaining members of the city commission, including the mayor, if applicable, shall decide which commissioner or mayor, as applicable, shall forfeit their office. Any such decision by the city commission shall be effective forthwith.

(d) Any forfeiture of office created under this Section shall be filled pursuant to Article IIIA, Section 5 of this Charter.

Section 3: The Ballot Title shall be as follows:

NEPOTISM PROHIBITION FOR COMMISSIONERS AND MAYOR

Commented [MDC4]: The way I read this is that if the relationship exists at qualifying, then they could not qualify. I assume the qualification papers will include an attestation of no relationship.

If the relationship emerges during the campaign, how does the person get removed from the race? An election challenge? What if there is no challenge? Then it is likely the person, if elected, will remain in office.

If the candidate ends up being elected, their term may not be same as the elected official with whom they have the relationship. How is that resolved?

Can 2 people in a relationship, but not currently elected officials, qualify for different seats in the same election? If they both win, then the Commission gets to decide who gets kicked off?

What if the candidate and elected official will never serve together. Mayor and candidate in relationship. Mayor is not running for re-election, but their "partner" intends to run to fill the seat. They could not do so.

Commented [MDC5]: How does this happen? Commission declare or lawsuit to remove?

This may be an issue for the Commission to remove.

Commented [MDC6]: What if the terms did not commence at the same time?

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Section 4: At the General Election of November 3, 2026, the following question shall be placed on the ballot for consideration by the qualified electors of the City of Wilton Manors, Florida, and shall read as follows:

> Shall Article IIIA of the City Charter be amended to create Sec. 3-1 "Nepotism Prohibition"? Sec. 3-1 prohibits an individual from qualifying for the office of Mayor and Commissioner and prohibits the Mayor and Commissioners from remaining in office if they are married, engaged, reside or intend to form a household with another Commissioner.
>
> YES ( ) NO ( )

Section 5: Advertisement. The City Clerk of the City of Wilton Manors is hereby authorized and directed to advertise the referendum election contemplated herein all in accordance with the Code of Ordinances of the City of Wilton Manors, Florida, as well as the State of Florida Election Code.

Section 6: Referendum Election. Pursuant to Section 166.031(1), Florida Statutes, the City Commission of the City of Wilton Manors hereby calls a special election to be conducted with the State of Florida General Election on November 3, 2026, for the purpose of placing the referendum to a vote of the electors of the City of Wilton Manors. The Broward County Supervisor of Elections is hereby appointed as the election officer of the election to be held on November 3, 2026 in accordance with Florida Law to shall conduct the referendum. The City of Wilton Manors shall reimburse the Broward County Supervisor of Elections for the cost of the referendum consistent with Florida Law.

Section 7: Place of Election. The election shall be conducted within the geographical limits of the City, at polling locations determined in conjunction with the Broward County Supervisor of Elections.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

4898-4211-8052, v. 1

Section 8: Codification. It is the intention of the City Commission of the City of Wilton Manors, that upon approval by the electorate of the City at the November 3, 2026, election, the provisions of Section 3 of this Ordinance shall become and be made a part of the Charter of the City of Wilton Manors, Florida, and that the Section of this Ordinance may be renumbered, relettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention. In the event the Charter change proposed by this Ordinance is approved, the City Clerk or designee shall cause the amendment to be incorporated into the Charter and the revised Charter shall be filed with the Department of State.

Section 9: Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 10: Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 11. Effective Date. That this Ordinance shall take effect immediately upon adoption. The amended Charter as set forth in Section 3 above shall be effective upon approval by a majority of the electorate of the City at the November 3, 2026, election. In the event the Charter change proposed by this Ordinance is not approved, the existing Charter shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

4898-4211-8052, v. 1

PASSED ON FIRST READING BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS _____ DAY OF _____, 2026.

PASSED AND ADOPTED ON SECOND AND FINAL READING BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA THIS ____ DAY OF _____, 2026.

CITY OF WILTON MANORS, FLORIDA

By:_____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH BECKFORD, MMC
CITY CLERK

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

_____
KERRY L. EZROL, ESQ.
CITY ATTORNEY

RECORD OF COMMISSION VOTE: 1ST Reading

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

RECORD OF COMMISSION VOTE: 2ND Reading

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

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Words in underlined type are additions.

4898-4211-8052, v. 1

ORDINANCE NO. 2026-XXX

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 VACANCIES IF ALL COMMISSIONERS, INCLUDING THE MAYOR, ARE REMOVED BY DEATH, DISABILITY, RESIGNATION OR FORFEITURE OF OFFICE AND CALL FOR A SPECIAL ELECTION IF THERE IS MORE THAN 180 CALENDAR DAYS REMAINING IN 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.

Commented [KLE1]: Final title and ballot.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Wilton Manors, Florida; and

WHEREAS, Chapter 166, Florida Statues, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission of the City of Wilton Manors, Florida, in an ordinance format; and

WHEREAS, the proposed amendment to the City's Charter shall be put before the registered electors of the City in a duly called referendum at the general election on November 3, 2026, to amend Article IIIA of the City's Charter by specifically amending Section 5 to provide

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4908-3649-5012, v. 1

for the City Manager to fill vacancies if all commissioners and the mayor are removed by death, disability, resignation or forfeiture of office and call for a Special Election if there is more than 180 calendar days remaining in the unexpired term.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Article IIIA of the Charter of the City of Wilton Manors, "Legislative," shall be amended by the specific amendment of Section 5 "Vacancies; forfeiture of office; filling of vacancies" as follows:

Sec. 5. Vacancies; forfeiture of office; filling of vacancies.

(a) *Vacancies.* The office of mayor or city commission shall become vacant upon their death, resignation, removal from office in any manner authorized by law.

(b) *Filling of vacancies.* A vacancy in the office of the mayor or on the city commission shall be filled as follows:

(1) *Vacancy in office of mayor.*

(~~1~~i) When a vacancy occurs in the office of mayor, the vice-mayor selected at the organizational meeting pursuant to section 2-27 of the City Code, as may be amended or selected otherwise, shall automatically succeed to the office of mayor and shall serve for the remainder of the mayor's unexpired term until a new mayor is seated. Thereafter, the vice-mayor shall return to the vice-mayor's former seat as a commissioner and complete the remainder of the commission term, if any part thereof remains unexpired.

(~~2~~ii) The succession of the office of mayor by the vice-mayor shall create a vacancy in the commission. The vacancy on the commission shall be filled in the manner set forth in this Charter.

(~~3~~iii) If the vice-mayor is unable or unwilling to succeed to the office of mayor, the commission shall then select a mayor from the remaining commissioners. If the commission is unable to select a mayor by the end of the fourth regular meeting after the vacancy, then the mayor shall be elected at a special election to be held for the election of the mayor as soon as reasonably practicable after conferring with the Broward County Supervisor of Elections and on a date when another municipal, primary, or general election is scheduled.

(4iv) If a vacancy occurs in the office of vice-mayor, the commission shall then select a new vice-mayor from among its members.

(2) *Vacancy in office of commissioner.* In the event of a vacancy other than in the office of the mayor:

(~~1~~i) If there is more than one hundred eighty (180) calendar days remaining in the unexpired term, the city commission shall call a special election to fill the vacancy of the unexpired term of office

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of the commissioner as soon as reasonably practicable after conferring with the Broward County Supervisor of Elections and on a date when another municipal, primary, or general election is scheduled. The remaining commissioners, including the mayor, shall appoint, by a majority vote, a qualified person to fill the vacancy pending the outcome of the special election. If a majority of the remaining commissioners, including the mayor, are unable to agree on the appointment by the end of the fourth regular meeting after the vacancy, then the commissioner shall be elected at a special election to fill the vacancy. The special election shall be held as soon as reasonably practicable after conferring with the Broward County Supervisor of Elections and on a date when another municipal, primary, or general election is scheduled.

(~~2~~ii) If there is less than one hundred eighty (180) calendar days remaining in the unexpired term, the remaining commissioners, including the mayor, shall appoint, by a majority vote, a qualified person to fill the vacancy for the remainder of the unexpired term.

Notwithstanding any quorum requirements established herein, if at any time the membership of the mayor/city commission is reduced to less than a quorum, the remaining members may, by majority vote, appoint additional members under either (1) or (2) above.

(c) *Extraordinary vacancies.* In the event that all members of the city commission, including the mayor, are removed by death, disability, resignation, or forfeiture of office, the ~~governor~~ City Manager shall, within sixty (60) days, appoint an interim city commission ~~that shall call a special election as provided in paragraph (c) above and such election shall be done in such manner as to fill the unexpired terms until the next regular municipal election.~~ consisting of three members. The three members appointed by the City Manager shall fill the vacancies created in the offices of mayor and the two members of the city commission having the shortest remaining terms. The City Manager shall give priority to existing members of City of Wilton Manors' boards.

The interim city commission shall thereafter select an acting vice mayor from among their membership to serve until modified by the interim city commission. The interim city commission shall then select two additional members to serve on the interim city commission. The interim city commission shall give priority to existing members of City of Wilton Manors' boards.

If there is more than one hundred eighty (180) calendar days remaining in any of the unexpired terms, the interim city commission shall call a special election to fill the vacancy of those unexpired terms of office of the removed commissioners, including the mayor, as soon as reasonably practicable after conferring with the Broward County Supervisor of Elections and on a date when another municipal, primary, or general election is scheduled. If there is less than one hundred eighty (180) calendar days remaining in any of the unexpired terms, the interim members of the commission, including the mayor, shall serve for the remainder of those unexpired terms.

Section 3: The Ballot Title shall be as follows:

FILLING EXTRAORDINARY VACANCIES OF ALL COMMISSIONERS AND THE MAYOR

Section 4: At the General Election of November 3, 2026, the following question shall be placed on the ballot for consideration by the qualified electors of the City of Wilton Manors, Florida, and shall read as follows:

Article IIIA of the City Charter currently provides for the Governor to fill vacancies if all commissioners, including the mayor, are removed by death, disability, resignation or

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forfeiture of office. Shall Article IIIA of the City Charter be amended to provide for the City Manager to fill such vacancies in lieu of the Governor, and call for a Special Election if there is more than 180 calendar days remaining in the unexpired term(s)?

YES ( ) NO ( )

Section 5: Advertisement. The City Clerk of the City of Wilton Manors is hereby authorized and directed to advertise the referendum election contemplated herein all in accordance with the Code of Ordinances of the City of Wilton Manors, Florida, as well as the State of Florida Election Code.

Section 6: Referendum Election. Pursuant to Section 166.031(1), Florida Statutes, the City Commission of the City of Wilton Manors hereby calls a special election to be conducted with the State of Florida General Election on November 3, 2026, for the purpose of placing the referendum to a vote of the electors of the City of Wilton Manors. The Broward County Supervisor of Elections is hereby appointed as the election officer of the election to be held on November 3, 2026 in accordance with Florida Law to shall conduct the referendum. The City of Wilton Manors shall reimburse the Broward County Supervisor of Elections for the cost of the referendum consistent with Florida Law.

Section 7: Place of Election. The election shall be conducted within the geographical limits of the City, at polling locations determined in conjunction with the Broward County Supervisor of Elections.

Section 8: Codification. It is the intention of the City Commission of the City of Wilton Manors, that upon approval by the electorate of the City at the November 3, 2026, election , the provisions of Section 5 of this Ordinance shall become and be made a part of the Charter of the City of Wilton Manors, Florida, and that the Section of this Ordinance may be renumbered, relettered and the word "Ordinance" may be changed to "Section," "Article," or such

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4908-3649-5012, v. 1

other word or phrase in order to accomplish such intention. In the event the Charter change proposed by this Ordinance is approved, the City Clerk or designee shall cause the amendment to be incorporated into the Charter and the revised Charter shall be filed with the Department of State.

Section 9: Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 10: Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 11. Effective Date. That this Ordinance shall take effect immediately upon adoption. The amended Charter as set forth in Section 5 above shall be effective upon approval by a majority of the electorate of the City at the November 3, 2026, election. In the event the Charter change proposed by this Ordinance is not approved, the existing Charter shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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4908-3649-5012, v. 1

PASSED ON FIRST READING BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS _____ DAY OF _____, 2026.

PASSED AND ADOPTED ON SECOND AND FINAL READING BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA THIS ____ DAY OF _____, 2026.

CITY OF WILTON MANORS, FLORIDA

By:_____
SCOTT NEWTON, MAYOR

ATTEST:

_____
ELIZABETH BECKFORD, MMC
CITY CLERK

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

_____
KERRY L. EZROL, ESQ.
CITY ATTORNEY

RECORD OF COMMISSION VOTE: 1ST Reading

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

RECORD OF COMMISSION VOTE: 2ND Reading

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

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Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 28, 2026

From: Gary Blocker, Chief of Police
Prepared by: Izabella Mesa

(a) Subject: 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)*

(b) City Manager Recommendation:

(c) Report In Brief: Pursuant to Section 2-25(12) of the City's Code of Ordinances, the City received a written Notice to Appeal within ten (10) days following the Special Magistrate's order dated March 4, 2026, which reduced the fines from $188,400.00 to $94,911.00. The owner, DEE 2440 Property LLC is appealing the order reducing the fines.

(d) Discussion:

Executive Summary
A request for a lien reduction was submitted by the property owner, Dee 2440 Property, LLC via property manager Andy Martin for the property located at 2440 Wilton Drive, Wilton Manors, FL 33305. In this agenda item are the case file documents, application for lien reduction request, a lien reduction appeal packet, and the Magistrate's ruling brief. The property owner, Dee 2440 Property, LLC was the owner of the subject property at the time of the violation(s).

1. At the March 29, 2022, Magistrate Hearing the subject property was found 'In Violation' of the violation(s) cited.
2. The property owner was given until June 27, 2022 (90 days), to comply or face a $150.00 per day fine.
3. Compliance was not achieved within the ordered time prompting the case to be heard at the October 5, 2022 Magistrate Hearing where the fines were certified.
4. The lien(s) was recorded with Broward County on November 16, 2022.
5. The property was determined to be "in compliance" on December 4, 2025, meaning the property was "non-compliant" for 1,256 days x's $150.00 equaling a total lien amount of $188,400.00.
6. At the March 4, 2026 lien reduction hearing, the Magistrate reduced the lien by 50% to $94,911.00.

Magistrate Ruling Brief Summary
The deficiencies were brought into compliance on 12/4/2025. However, a report was submitted

to Wilton Manors in June 2023, after Mr. Martin had the authority to hire workers to resolve the deficiencies once the estate of Mr. Deriggi was closed, showing all deficiencies had been resolved. However, the City of Wilton Manors did not verify the deficiencies were resolved by an inspection until 12/4/2025.

There was no evidence of any prior or other current violations on the subject property or on any other property owned by the owner with the City. However, there is a companion case, Case 22-000237, for property owned by DEE 2031 Property LLC for property located at 2031 Wilton Drive, Wilton Manors, 33305 which is seeking a fine reduction based on the same allegations as those in this case.

Based on the evidence, including testimony of Mr. Martin regarding this property, and the consideration of the factors to be considered pursuant to the Code, the Special Magistrate approved the application to reduce the lien based on substantial and competent evidence to reduce the lien reduction now that the property is finally in compliance. See the attached Magistrate Ruling Brief Summary for the full report.

City Staff Response to Applicant's Information Provided
City staff confirms the applicant's timeline of the finalized permits as accurate with one minor difference[1], and with the Building Safety Inspection Report Building Permit being approved and closed December 4, 2025. Below are timelines noted in our CitizenServe system related to this case. Permit #WM23-000203 was completed and closed June 14, 2023, and the final approval of WM25-001714 (Building Safety Inspection Report – Building Permit) was December 4, 2025. Permit #WM23-000203 has a nexus to permit WM25-001714 that allowed (1714) to be approved.

Permit #	Application Date	Approved/Closed	Type	Fine @ Permit Closed Date
WM22-000498	March 30, 2022	March 19, 2025	Building Safety Inspection Report – Building Permit	Permit voided.
WM23-000203	February 17, 2023	June 14, 2023[1]	Structural	$52,650.00[2] (351 days)
WM25-001714	December 2, 2025	December 4, 2025	Building Safety Inspection Report – Building Permit	$188,400.00

[1] Applicant indicates June 13, 2023.

[2] Should Commission wish to use this date.

Violations

Section	Title	Description	Current Status
Sec. 110.15	Broward County Administrative Code of the Florida Building Code	Building Safety Inspection Program	Complied

Lien Reduction – Magistrate

Category	Amount	% Reduction
Lien Amount	$188,400.00	-
Reduced Lien Amount	$94,911.00	50%
Administrative Fee	Paid	-
Total Currently Due	**$94,911.00**	**-**
Estimated Staff Costs	$711.00	

(e) **Strategic Plan Consistency:** Goal C. Enhance Quality of Life and Livability
1. Enhance Beautification through Progressive City Codes and Proactive Enforcement
3. Promote the Public Health and Welfare of City Residents

(f) **Concurrences:**

(g) **Fiscal Impact:** The original lien amount due from violations was $188,400.00. The Special Magistrate reduced this lien amount by 50% to $94,911.00. Lien revenues collected offset staff and departmental costs. The City's Code of Ordinances is silent on when an applicant should submit payment, if required, following an appeal to the City Commission. As a matter of reference, Sec. 2-25(8) states any "reduction granted [by the magistrate] shall be contingent upon payment within sixty (60) days of the order. The Special Magistrate may grant additional time to remit payment to the City and such additional time must be specified in the order. Failure to remit payment to the City by the date ordered shall cause the original fine to be reinstated".

(h) **Alternatives:** Per Sec. 2-25(12) of the City's Code of Ordinances, the City Commission may affirm, reverse, or modify the Special Magistrate's order.

(i) **Attachments:** 1. Lien Reduction Appeal - 2440 Wilton Drive (Code Case #22-000244) (GB146-041326)
2. Magistrate Ruling Memorandum

3. 22-000244 Commission Appeal
4. 22 000244 LIEN REDUCTION APPLICATION TO MAGISTRATE

TO: Magistrate or City Commission via Chain of Command

FROM: Izabella Mesa, Code Administrative

DATE: March 31, 2026

REFERENCE: Lien Reduction Appeal – City Commission (Code Case #22-000244)

Executive Summary

A request for a lien reduction was submitted by the property owner, Dee 2440 Property, LLC via property manager Andy Martin for the property located at 2440 Wilton Drive, Wilton Manors, FL 33305. In this agenda item are the case file documents, application for lien reduction request, a lien reduction appeal packet, and the Magistrate's ruling brief. The property owner, Dee 2440 Property, LLC was the owner of the subject property at the time of the violation(s).

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6. At the March 4, 2026 lien reduction hearing, the Magistrate reduced the lien by 50% to $94,911.00.

Magistrate Ruling Brief Summary *(Lien Appeals to Commission only)*

The deficiencies were brought into compliance on 12/4/2025. However, a report was submitted to Wilton Manors in June 2023, after Mr. Martin had the authority to hire workers to resolve the deficiencies once the estate of Mr. Deriggi was closed, showing all deficiencies had been resolved. However, the City of Wilton Manors did not verify the deficiencies were resolved by an inspection on 12/4/2025.

There was no evidence of any prior or other current violations on the subject property or on any other property owned by the owner with the City. However, there is a companion case, Case 22-000237, for property owned by DEE 2031 Property LLC for property located at 2031 Wilton Drive, Wilton Manors, 33305 which is seeking a fine reduction based on the same allegations as those in this case.

Based on the evidence, including testimony of Mr. Martin regarding this property, and the consideration of the factors to be considered pursuant to the Code, the Special Magistrate approved the application to reduce the lien based on substantial and competent evidence to reduce the lien reduction now that the property is finally in compliance. See the attached Magistrate Ruling Brief Summary for the full report.

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[1] Applicant indicates June 13, 2023.

[2] Should Commission wish to use this date.

Violations			
Section	**Title**	**Description**	**Current Status**
Sec. 110.15	Broward County Administrative Code of the Florida Building Code	Building Safety Inspection Program	Complied

Lien Reduction – Magistrate

Category	Amount	% Reduction
Lien Amount	$188,400.00	-
Reduced Lien Amount	$94,911.00	50%
Administrative Fee	Paid	-
Total Currently Due	**$94,911.00**	**-**
Estimated Staff Costs	$711.00	

QUALITY ASSURANCE REVIEW - LIEN REDUCTION

Case #: 22-000244 **Case opened on:** January 27, 2022 **Code Officer:** Abel Alberro

Owner Name: Dee 2440 Property, LLC
Property Address: 2440 Wilton Drive, Wilton Manors, FL 33305

Violations		
Section	**Title**	**Description**
Sec. 110.15	Broward County Administrative Code of the Florida Building Code	Building Safety Inspection Program

Notice of Violation	
Certified Mail Sent	February 10, 2022
Certified Mail Delivered	Still in Transit
Certified Mail Signature	☐ Yes ☒ No
Posted on Property	January 31, 2022
Special Magistrate	
☒ In Violation ☐ No Violation	March 29, 2022
Property Representative Present	☐ Yes ☒ No
Property Representative Name(s)/Relation	
Final Order	
Certified Mail Sent	March 30, 2022
Certified Mail Delivered	April 1, 2022
Certified Mail Signature	☒ Yes ☐ No
Posted on Property	-
Order Imposing Fine and Lien	
Certified Mail Sent	October 19, 2022
Certified Mail Delivered	Still in Transit
Certified Mail Signature	☐ Yes ☒ No
Posted on Property	-
Fines Assessed / ($) per day	
$150.00 Fine Start Date	June 28, 2022
Certification Date	October 5, 2022
Lien Filed w/ County	November 16, 2022
Compliance Date	December 4, 2025
Days in Violation	1,256
Administrative Fee Paid ($150.00)	☒ Yes ☐ No
Total Lien	$188,400.00
Lien Reduction – Magistrate	
Reduced Lien Amount	$94,911.00 (50%)
Payment Due Date	May 3, 2026

Estimated Staff Costs	
Code Compliance Officer/Supervisor/Admin	$80.00
Community Development Service Director/Building Official	-
Special Magistrate	$350.00
Postage/Mailings	$21.00
Recording Fees	$10.00
Filing/Release of lien fees	$250.00
Administrative Fee	Paid
Total Estimated Staff Costs	**$711.00**

REDUCTION GUIDE	
Amount	**% Reduction**
$ 188,400.00	0%
$ 178,980.00	5%
$ 169,560.00	10%
$ 160,140.00	15%
$ 150,720.00	20%
$ 141,300.00	25%
$ 131,880.00	30%
$ 122,460.00	35%
$ 113,040.00	40%
$ 103,620.00	45%
$ 94,200.00	**50%**
$ 84,780.00	55%
$ 75,360.00	60%
$ 65,940.00	65%
$ 56,520.00	70%
$ 47,100.00	75%
$ 37,680.00	80%
$ 28,260.00	85%
$ 18,840.00	90%
$ 9,420.00	95%

CODE COMPLIANCE SPECIAL MAGISTRATE
CITY OF WILTON MANORS, FLORIDA
MEMO TO FILE FOLLOWING HEARING ON LIEN REDUCTION APPLICATION

This matter in Case No. 22-00244 regarding the property located at 2440 Wilton Drive, Wilton Manors, FL 33305, with the property owner listed on the docket as DEE 2440 Property LLC, came on before the undersigned magistrate on March 4, 2026, after service and due notice was provided to the Respondent as provided by law.

After considering the evidence, including testimony presented as well as documentation provided regarding the application, the undersigned reduced the lien on this non-homestead property from $188,400. (not including staff costs) to $94,911.00 which included $711.00 in staff costs based on the following findings:

FINDINGS OF FACT BASED ON EVIDENCE PRESENTED TO THE SPECIAL MAGISTRATE INCLUDING TESTIMONY AND DOCUMENTARY EVIDENCE PROVIDED TO THE MAGISTRATE PRIOR TO THE HEARING

1. The Respondent, represented by Andy Martin, managing member, was present at the hearing with attorney Tom Runyon and Mr. Martin was the person who requested the reduction on February 6, 2026. No other witness was present at the hearing other than on behalf of Wilton Manors.
2. The subject real property is located at 2440 Wilton Drive, Wilton Manors, FL 33305.
3. The current property owner based on the BCPA print out is DEE 2440 Property LLC, according to the information provided to the magistrate.
4. The folio number was not provided to the magistrate.
5. The legal description was not provided to the magistrate.
6. The property was initially cited on January 27, 2022 for violation of Wilton Manors Code due to a violation of the Broward County Administrative Code of the Florida Building Code and gave the Respondent until June 27, 2022 to come into compliance with the Building Code. A final order was issued on March 29, 2022 and certified on October 5, 2022 without a representative present.
7. The property remained out of compliance for approximately 1,256 days at $150.00 per day until the date compliance was confirmed on 12/4/2025.
8. Building permits were_____ were not required for compliance.
9. The subject property was not owner occupied and non-homestead when the application for lien reduction was filed on 2/6/2026.

10. Evidence was offered by Mr. Runyon that the original managing member, Anthony Deriggi, who had previously taken care of the subject property issues had deteriorating health which led to his death in March of 2023. The 40 year inspection reflected deficiencies in July of 2022 which needed to be addressed. After Mr. Deriggi's estate was finalized and Mr. Martin became the managing member of DEE 2440 Property LLC he sought to have the necessary repairs made, which were reflected in a report provided to Wilton Manors showing the deficiencies had been resolved and the report had been received and acknowledged by Wilton Manors. Due to no inspection having been made by Wilton Manors to confirm the deficiencies were resolved until December 4, 2025, despite the report of June 9, 2023 received by Wilton Manors the fine continued to run until that date. No supporting documentary evidence was offered. The reduction requested the fines end as of June 2023, the date of the report submitted to Wilton Manors, rather than December 3, 2025. Had this been permitted, it would have reduced the days out of compliance by approximately 900 days, reducing the fine to approximately $52,500.00, not including the administrative costs of $711.00, less than 50% of the original fine.

DETERMINATIONS OF CONSIDERATIONS PURSUANT TO SUBSECTION (5) OF WILTON MANORS CODE OF ORDINANCES

a. The nature and gravity of the violation:
   The property owner was cited for violation of Wilton Manor Code violation of Broward County Administrative Code of the Florida Building Code.
b. Any actions taken by the owner to correct the violation:
   The deficiencies were brought into compliance on 12/4/2025. However, a report was submitted to Wilton Manors in June 2023, after Mr. Martin had the authority to hire workers to resolve the deficiencies once the estate of Mr. Deriggi was closed, showing all deficiencies had been resolved. However, the City of Wilton Manors did not verify the deficiencies were resolved by an inspection on 12/4/2025.
c. The length of time before the ordered compliance date and the date the violation was eliminated was approximately 1,256 days.
d. Any actual costs expended by the owner to cure the violations as provided by supporting documentation, including payment of City licensing or permit fees.
   There was no evidence of actual costs expended by the owner or anyone else to cure the violations.

e. Any other prior or current violations committed by the owner on the subject property or upon any other property owned by the owner with the City;
There was no evidence of any prior or other current violations on the subject property or on any other property owned by the owner with the City.
However, there is a companion case, Case 000237, for property owned by DEE 2031 Property LLC for property located at 2031 Wilton Drive, Wilton Manors, 33305 which is seeking a fine reduction based on the same allegations as those in this case.

f. Repeat violations committed by the same owner regardless of whether it is on the same property;
No evidence of any repeat violations by the owner but see the above information regarding case 000237.

g. Costs incurred by the City to abate the violation and prosecute the case, including administrative and overhead expenditures:
Staff costs to prosecute the violations for Case No. 22-00244 were $ 711. total.

(10) Upon findings of extreme hardship, including financial hardship, the Special Magistrate may reduce the fine up to one hundred (100) percent. Such a finding may only be made in rare and extraordinary circumstances. The Special Magistrate shall exercise caution in making such a finding.

There was no testimony or other evidence to support a finding of extreme hardship after considering the testimony of Mr. Martin and reviewing the application. There were no documents submitted to support the allegations of the application and the application was not based on financial hardship.

Based on the evidence, including testimony of Mr. Martin regarding this property, and the consideration of the factors to be considered pursuant to the Code, the Special Magistrate approved the application to reduce the lien based on substantial and competent evidence to reduce the lien reduction now that the property is finally in compliance.

Based on the findings of fact and determinative factors under subsection (5) the lien was reduced from $188,400.00 to $94,200.00 (a 50% reduction) and administrative costs of $711.00 for a total due of $ 94,911.00 on this non-homestead property.

___/s/ Theresa Edwards_____
Theresa Edwards, Special Magistrate
City of Wilton Manors

Gary Blocker
Chief of Police
Life's Just Better Here
2020 WILTON DRIVE WILTON MANORS • CODECOMPLIANCE @WMPD.ORG • 954-390-2151

LIEN REDUCTION APPEAL PACKET – CITY COMMISSION

2440.

Greetings,

The code lien reduction process is governed under the City of Wilton Manors Code of Ordinances, Sec. 2-25 - Lien Reduction Procedures. To appeal a Special Magistrate's lien reduction decision to the City Commission, this packet shall be completed in its entirety, and submitted to the City as instructed. A thoroughly completed packet will support your request moving through this process efficiently. The associated fee shall be paid to the City upon submitting your packet with a copy of your receipt attached. **The City will not process your request until we have received payment.** Following our staff's review of your packet, your request will be placed on the next available City Commission meeting agenda. **Incomplete applications/packets will not be processed!** We thank you for your diligence with completing and submitting your application as instructed, and we look forward to working with you. If you have any questions about this process you may contact our Code Compliance Administrative Assistant at (954) 390.2151, or email us at lienreductions@wmpd.org. Thank you!

Sincerely,

Code Compliance Unit
Wilton Manors Police Department

APPLICATION TO APPEAL SPECIAL MAGISTRATE'S DECISION – LIEN REDUCTION

Date: March 13, 2026 Case #: 22-000244

Applicant Name: Dee 2440 Property LLC

Title: Andy Martin, Manager/Member

Relationship to the Property: Attorney for Dee 2440 Property LLC is Tom Runyan

I am the owner of the property or I have submitted the appropriate documentation or Notice of Appearance to the City stating that I am authorized to bring this application on behalf of the owner as Attorney (Attorney, Personal Representative of the Estate, Officer of the Corporation, Trustee, etc.)

Address: 1301 E Oakland Park Blvd, Oakland Park, FL 33334

Phone number(s): 954-561-9466

E-Mail: tom@runyanlawfirm.com

Legal Representation (if applicable):

Tom Runyan, Esq 954-561-9466

Name Phone number

Address: 1301 E Oakland Park Blvd, Oakland Park, FL 33334

E-Mail: tom@runyanlawfirm.com

Note: Legal representatives shall sign this application packet.

Special Magistrate Lien Reduction Hearing Date: March 4, 2026

Name of Special Magistrate: Magistrate Edwards

Original Lien Amount: $188,400.00

Reduced Lien Amount: $94,911.00

§2-25. Lien Reduction Procedures – Appeals to City Commission.

All applicants may appeal the Special Magistrate's decision to the City Commission. The applicant's notice of appeal must be provided to the City in writing within ten (10) days of the date of the order. The notice of appeal shall include any and all reasons why the applicant believes that the Special Magistrate's order should be overturned along with all supporting documents. The appealing party will be notified in writing of the scheduled date of the hearing at least five (5) days prior to the hearing date. A party receiving a lien reduction, shall, in addition to any reduced lien amount, pay to the City an amount determined by the City Commission to be reasonably related to the City's administrative costs of enforcing the City code and collecting the lien amount. **The City Commission may affirm, reverse, or modify the Special Magistrate's order.** The application fee, if any, to appeal the matter to the City Commission may be established by resolution of the City Commission.

☒ I certify the above listed property is in compliance with the ordinances of the City of Wilton Manors and there are no outstanding code violations.

☒ I certify that I have read and understand the above listed regulations and I have complied with all applicable mandates prior to submitting this application.

☒ I voluntarily waive my right, if any, to seek judicial review of the City Commission's discretionary decision in this matter.

Signature	Print Name	Date
	Andy Martin	3-13-2026

Signature (Legal Representative – if applicable)	Print Name	Date
	Tom Runyan	3-13-2026

1. Provide any and all reasons why the applicant believes that the Special Magistrate's order should be overturned. ***All relevant and supporting documentation and evidence to support this appeal shall be submitted with this packet.***

SEE ATTACHED APPEAL REQUEST AS WELL AS SUPPORTING DOCUMENTS.

CERTIFICATION OF TRUTH, ACCURACY AND AUTHENTICITY

I certify under penalty of perjury and law, this Lien Reduction Request Packet has been thoroughly completed using truthful, accurate and authentic information and supporting documents. I understand I and parties associated with providing false or misleading information may be investigated by law enforcement, and if appropriate, criminally charged.

Signature of Applicant

Signature of Legal Representative (if applicable)

Andy Martin
Printed name of Applicant

Tom Runyan
Printed name of Legal Representative (if applicable)

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO (or affirmed) and subscribed before me by means of [X] physical presence or

[ ] online notarization, this 13 day of March 2026, by Andy Martin and Tom Runyan.

NOTARY PUBLIC

[X] Personally Known

OR

[ ] Produced Identification

DANA JOAN WEATHERWAX
MY COMMISSION # HH 686274
EXPIRES: October 9, 2029

Type of Identification Produced

CHECKLIST - LIEN REDUCTION APPEAL PACKET

1. Did you submit your completed application to appeal the Special Magistrate's Lien Reduction? ☑ Yes ☐ No
2. Did you review and understand the lien reduction appeal process? ☑ Yes ☐ No
3. Did you check the box certifying the property is in compliance with the ordinances of the City of Wilton Manors and there are no outstanding code violations? ☑ Yes ☐ No
4. Did you check the box certifying you have read and understand the listed regulations and that you have complied with all applicable mandates prior to submitting this application? ☑ Yes ☐ No
5. Did you check the box voluntarily waiving your right, if any, to seek judicial review of the City Commission's discretionary decision in this matter? ☑ Yes ☐ No
6. Did you complete the section providing any and all reasons why the applicant believes that the Special Magistrate's order should be overturned? ☑ Yes ☐ No
7. Did you provide all relevant and supporting documentation and evidence to support this appeal? ☑ Yes ☐ No
8. Did you make any claims of hardship, to include financial hardship, in your packet and presentation in your initial request to the Special Magistrate requesting a lien reduction? ☐ Yes ☑ No
9. Did you complete and have notarized the Certification of Truth, Accuracy and Authenticity? ☑ Yes ☐ No
10. For appeals being made to the City Commission, do you understand the City will not process your application until we receive your non-refundable application fee as prescribed in the City's fee schedule with an added non-refundable fee for each additional lien recorded against the property? (Please attach your receipt) ☑ Yes ☐ No ☐ N/A

LIEN REDUCTION APPEAL PACKET SUBMISSION INSTRUCTIONS

RETURN VIA: Email: lienreductions@wmpd.org
Subject Line: Lien Reduction Appeal to City Commission - (Property Address)

Mail or in person: ATTN: Lien Reduction Requests
Wilton Manors Police Department
Code Compliance Unit
2020 Wilton Drive
Wilton Manors, FL 33305

CODE CASE: 22-00244 MAGISTRATE LIEN REDUCTION APPEAL

2440 Wilton Drive, Wilton Manors, FL 33305

Dee 2440 Property, LLC known as "Dee 2440"

Appeal to Wilton Manors City Commission

3-13-2026

To the Commission:

On March 4, 2026, Magistrate Edwards was presented with a Lien Reduction request for this property. At the hearing she was presented with evidence regarding circumstances whereby the now owner of Dee 2440 Property, LLC requested both a compliance date related back to June 30, 2023 for compliance with the 40-50 year Inspection and/or the maximum amount that the Magistrate could reduce the current Fine. The Magistrate reduced the fine by 50%, which is the maximum amount she has under Wilton Manors Ordinances from $188,400 to $94,911.00, which includes a $711 admin fee.

Dee 2440 requests the City Commission consider the mitigating factors listed below and further reduce the current lien mitigation to $40,000.00.

Timeline: The timeline for the actions of this appeal are listed in Exhibit 1 to this appeal. This is the Document Docket as of March 12, 2026.

2-10-2022	Notice of Violation for failure to adhere to 40-50 Year Building Safety Program. See Exhibit 2.
3-29-2022	Special Magistrate Final Order and to remedy by 6-27-2022. See Exhibit 3.
3-30-2022	Permit WM22-000498 opened to address Building Safety Inspection Report. See Exhibit 4.
3-30-2022	Structural/Electrical Initial Safety Inspection reports completed and submitted to the City as part of WM22-000498 permit. Electrical approved and Structural showing damaged wood to be replaced. See Exhibit 5.
4-7-2022	Admin Fee paid in the amount of $150. See Exhibit 6.
7-18-2022	Email from City Approving Electrical Safety Report and denying Structural. Exhibit 7
10-5-2022	Order Imposing Fine and Lien. Recorded 11-16-2022. See Exhibit 8.
3-2023	Tony DeRiggi dies.
6-2023	Heir to Dee 2031 Property LLC, Andy Martin (Tony's husband) picks up where Tony DeRiggi left off.
6-8-2023	Permit WM23-000203 issued to remove existing concrete eyebrow. See Exhibit 9 (Composite).
6-9-2023	Updated Structural Safety Inspection Report shows repairs were completed with Permit WM23-000203. Exhibit 10
6-13-2023	Close out of Permit WM23-000202. See Exhibit #. 11 Jan
6-2023	Contractor gave Permit Package along with Structural Safety Report to Andy Martin and stated that all was completed.

11-2025	While Runyan and Martin are appearing before a Magistrate for a different Property, Officer Kim Holinko asks why there are continuing fines on Dee 2031.
12-1-2025	Email from Martin to Supervisor Alberro regarding submission of what he thought was the 6-9-2023 report to the City. See Exhibit 12.
12-2-2025	Andy Martin Applies for building permit to finalize and submit the Electrical and Building Safety Inspection Reports. Turns in the Report from Exhibit 10 dated June 9, 2023.
12-4-2025	Permit WM25-001714 is issued. See Exhibit 13.
12-4-2025	Permit WM25-001714 is finaled. See Exhibit 14.
12-3-2025	Code Violation is in compliance.
3-4-2026	Special Magistrate Final Order – Lien Reduction granted. See Exhibit 15.

Facts surrounding the Lien Reduction Request and further mitigation by the City Commission:

1. Property's Manager was Tony DeRiggi, long time developer and landlord in Wilton Manors. Tony's properties were always maintained as best as possible and helped shape the Wilton Manors Nightlife, including clubs such as Chardees and Tropics. He has owned numerous buildings on the Drive and was instrumental in attracting LGBTQ business owners to the area. He managed his properties with the utmost professionalism.
2. After the Code violation was issued Tony's health began to rapidly decline. He ordered the 40-50 year inspections sometime before July 2022. The initial Report was created and submitted to the City with the WM22-000497 permit.
3. On July 12, 2022, both Electrical and Building Safety Reports were completed and the Electrical Report was clean, while the Building Safety Report required a concrete eyebrow to be removed from the building.
4. From July 2022 until his death in March 2023, unfortunately, any focus on the Code Violation was not rapidly addressed and notice of any hearings was missed because of Tony's declining Health. No one else had been managing the Property.
5. After Tony's death in March 2023, his husband and heir to Dee 2031 Property LLC took over and applied for Permit WM23-000203 to address the only deficiency noted in the Building Safety Report which was to replace some wood.
6. Permit WM23-000203 was handled by a contractor, who made all of the repairs. This Permit was closed out on June 13, 2023.
7. The revised clean Structural report from George Akouri was completed on June 9, 2023 and the report was given to the Contractor who then told Andy Martin that everything was completed. Andy Martin understood this to mean that the building was in compliance.
8. Move forward to November 2025, while attending a code hearing for another property left to Andy after Tony's passing, 2089 Wilton Drive, Code officer Holinko asked why 2031 property was still accruing fines. Neither Runyan nor Martin knew that a fine was accruing.
9. By December 4, 2025, Martin had applied for a new permit, WM25-001714 and submitted the original final structural report from June 9, 2023, which the City closed out the 2025 Permit and noted that this code violation was in compliance.
10. On the issuance of W25-001714 there is a note stating that "all the files are together, because the system won't let me upload multiple files this is from June 9, 2023.
11. In April 2026, code lien reduction application was filed and paid for.

12. On March 4, 2026, Runyan appeared in front of Magistrate Edwards and requested that the compliance date relate back to June 30, 2023, which was just a few days after the date of the actual report or give the maximum reduction.
13. Martin via Runyan obtained on a records request 26-367 from Wilton Mnors the video from the March 4, 2026 hearing. We ask that this recording be added to the record for this appeal. This case was the first to be heard by the Magistrate and can be found at approximately 15:43 minutes into the recording and goes on until 19:08.

Argument for consideration:

1. The Magistrate is limited according to WM Ordinances in reducing liens for Commercial properties up to 50% only.
2. The Magistrate ruled that under the circumstances there were reasonable explanation and arguments for the lien reduction.
3. Under Code 2-25, The City Commission has the ability to affirm, reverse or modify the Special Magistrate's Order.
4. It appears that Tony DeRiggi began work on the Code violation as soon as he was aware of it's existence. This can be seen by the payment of the Administrative Fee in April 2022.
5. At some point, he hired George Akouri to inspect this property and the initial Structural and Electrical reports were completed on July 12, 2022.
6. Due to Tony's declining health (he was in his 80's), all attention shifted to that until his death in March 2023.
7. Andy Martin, his husband, then applied for Permits in 2023, and included in that permit package that was submitted to the City were the initial July 12, 2022 reports. The electrical safety report was clean and the reason for the 2023 permits was to correct some minor deficiencies in the Structural Report. Included with the Permit package were drawings from Engineer Akouri detailing the exact changes required to clear the Structural Report. The repairs were completed and the revised Akouri final Structural Report was signed and dated on June 9, 2023.
8. Because Martin had not handled the property before, he relied upon his contractor's statement that "all was completed" to mean the June 9, 2023 report had been submitted to the City and the code lien was complied. Unfortunately, this did not happen.
9. The length of time between June 2023 and December 2025 was not intentional by Martin, as he was focused on another code issue with a property that he inherited. He moved on that property and it wasn't until the final lien mitigation hearing for that property did he learn that the code case had not been complied for 2031 Wilton Drive.
10. Within 2 weeks or so of notice, he applied for the permit and submitted the June 9, 2023 report which then complied the code violation.
11. Because of the long history of Tony DeRiggi's ownership and stewardship of commercial property in Wilton Manors, Martin now asks the commission to reduce the Magistrate's reduction to $40,000.00.

VIEW COMPLAINT

File #: 22-000244
Status: Open
Open Date: 01/27/2022
Close Date:
Type: Code Compliance
Address: 2440 WILTON Drive
Description: FAILURE TO ADHERE TO CITY'S BUILDING SAFETY INSPECTION PROGRAM. TO WIT: OBTAIN PERMITS AND INSPECTIONS FOR THE 40-50 YEAR BROWARD COUNTY SAFETY INSPECTION PROGRAM.



Complaint Activities Documents Violations

Date	Type	File Name	Description
03/09/26	USPS Proof of Delivery	9414811898765436454186.pdf	POS LIEN REDUCTION
03/05/26	SMH Final Order Lien Reduction	22 0244 LRFO 3-4-26.pdf	Lien Reduction Final Order

Ex 1

Date	Type	File Name	Description
03/05/26	Case Photo	IMG_8811.jpeg	NOTICE OF HEARING POSTING (LR)
11/22/22	Other	RECORDED LIEN 22-244 2440 WILTON DRIVE.pdf	RECORDED LIEN
10/21/22	Order Imposing Fine & Lien	OIFL 22-244 10-5-22 TRUE COPY.pdf	True Copy
10/13/22	Order Imposing Fine & Lien	Order Imposing fine and lien 22-244 10-5-22.pdf	
09/28/22	Merge document	Order Imposing Fine and Lien.htm	Order Imposing Fine and Lien
04/11/22	Other	22-000244 SMVH 03292022 ADMIN FEE PAID RECPT.pdf	SMVH 03292022 ADMIN FEE PAID RECPT
03/30/22	SMH Final Order	22-000244 SMVH 03292022 FO VIOL.pdf	SMVH 03292022 FO VIOL
03/29/22	Other	2440 WILTON.pdf	NO PERMITS ON FILE
02/11/22	Case Photo	IMG_0542.JPG	NOV POSTING
01/31/22	Merge document	Notice of Violation with Summons.htm	Notice of Violation with Summons - Notice of Violation with Summons
01/31/22	Case Photo	IMG_0197.JPG	NOV WITH SUMMONS TO APPEAR POSTING
01/27/22	Other	2440 WILTON DRIVE.pdf	PROOF OF OWNERSHIP

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Ex 1

POLICE

WILTON MANORS

CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

NOTICE OF VIOLATION

DATE: February 10, 2022

DEE 2440 PROPERTY LLC
6192 NW 24 ST
BOCA RATON, FL 33434

VIOLATION ADDRESS: 2440 WILTON Drive, WILTON MANORS, FL 33305
CASE #: 22-000244

In the name of the City of Wilton Manors, Florida, the undersigned certifies that City of Wilton Manors Police Officers and/or Code Compliance Officers have made inspections, or received an Affidavit of Complaint, regarding the above premises and/or personal property on the above date and has just and reasonable grounds to believe that you are in violation of a section of the City of Wilton Manors Code of Ordinances as follows:

DESCRIPTION OF VIOLATION(S): FAILURE TO ADHERE TO CITY'S BUILDING SAFETY INSPECTION PROGRAM. TO WIT: OBTAIN PERMITS AND INSPECTIONS FOR THE 40-50 YEAR BROWARD COUNTY SAFETY INSPECTION PROGRAM.

DAYS TO COMPLY: 15 days from receipt of this Notice.

CASE #22-000244

Broward County Administrative Code of the Florida Building Code
Broward County Administrative Code of the Florida Building Code

110.15 Building Safety Inspection Program. The BORA has established a building safety inspection program for buildings and structures that have been in existence for a period of 40 years or longer. The BORA by written policy shall establish the guidelines and criteria which will be the minimum requirements for the Building Safety Inspection Program. The Building Official shall enforce the building safety inspection Program. U. S. Government buildings, State of Florida buildings, buildings built on Indian Reservations, Schools buildings under the jurisdiction of the Broward County School Board, and One and Two Family Dwellings are exempt from this program.

Exceptions:

All single family residences, duplexes and minor structures defined as buildings or structure in any occupancy group having a gross floor area less than 3,500 square feet. In order to implement the new Building Safety Inspection Program in an orderly manner to clear a backlog of buildings needing inspection, implementation shall proceed as follows:

x2

2. 40 year or older buildings 7,000 square feet or more â€“ compliance no later than calendar year 2007
3. 40 year or older building 5,500 square feet or more â€“ compliance no later than calendar year 2008
4. 40 year or older buildings 4,650 square feet or more â€“ compliance no later than calendar year 2009
5. 40 year or older buildings 3,800 square feet or more â€“ compliance no later than calendar year 2010
6. 40 year or older buildings 3,500 square feet or more â€“ compliance no later than calendar year 2011

Subsequent building inspections shall be required at ten (10) year intervals Section 110.16 Effective January 1, 2006

Section 110.15 of the Broward County Administrative Provisions of the Florida Building Code has established a Building Safety Inspection Program.

The procedures established herein are the basic guidelines for the Building Safety Inspection program.

The requirements contained in the Florida Building Code, covering the maintenance of buildings, shall apply to all buildings and/or structures now existing or hereafter erected. All buildings and/or structures and all parts thereof shall be maintained in a safe condition, and all devices or safeguards that are required by the Florida Building Code shall be maintained in good working order. Electrical wiring, apparatus and equipment, and installations for light heat or power and low voltage systems as are required and/or regulated by the Building Code, now existing or hereinafter installed, shall be maintained in a safe condition and all devices and safeguards maintained in good working order.

These guidelines shall not be construed as permitting the removal or non-maintenance of any existing devices or safeguards unless authorized by the Building Official.

Building Safety Inspection of buildings / structures and components:

For the purpose of these guidelines, Building Safety Inspection shall be construed to mean the requirement for specific inspection of existing buildings and structures and furnishing the Building Official with a written report of such inspection as prescribed herein.

A (1). Inspection procedures shall conform, in general, to the minimum inspection procedural guidelines as issued by the Board of Rules and Appeals. This inspection is for the sole purpose of identifying structural and electrical deficiencies of the building or structure that pose an immediate threat to life safety or where failure of a critical component is imminent. This inspection is not to determine if the condition of an existing building is in compliance with the current edition of the Florida Existing Building Code or the National Electrical Code.

(2). Such inspection shall be for the purpose of determining the structural & electrical condition of the building or structure to the extent reasonably possible of any part, material or assembly of a building or structure which affects the safety of such building or structure and/or which supports any dead or designed live load, and the general condition of its electrical systems pursuant to the Building Code.

B (1). All buildings, except single-family residences, duplexes and minor structures as defined below, shall be recertified in the manner described below where such buildings or structures have been in existence for forty (40) years or longer, as determined by the Building Official, who shall at such time issue a Notice of Required Inspection to the building owner.

(2). Subsequent Building Safety Inspections shall be required at ten (10) year intervals.

(3). In the event a building is determined to be structurally and electrically safe under the

whichever is the longer period of time.

C. Minor buildings or structures shall, for the purpose of this subsection, be defined as buildings or structures in any occupancy group having a gross area of 3,500 sq. ft. or less.

D (1). The owner of a building or structure subject to Building Safety Inspection shall furnish, or cause to be furnished, within ninety (90) days of Notice of Required Building Safety Inspection, the Broward County Board of Rules and Appeals Building Safety Inspection Certification Form to the Building Official, prepared by a Professional Engineer or Architect registered in the State of Florida, certifying that each such building or structure is structurally and electrically safe, or has been made structurally and electrically safe for the specified use for continued occupancy, in conformity with the minimum inspection procedural guidelines as issued by the Board of Rules and Appeals.

(2). Such written report shall bear the impressed seal and signature of the certifying Engineer or Architect.

(3). Such Engineer or Architect shall undertake such assignments only where qualified by training and experience in the specific technical field involved in the inspection and report.

(4). Such report shall indicate the manner and type of inspection forming the basis for the report and description of any matters identified as requiring remedial action.

(5). In the event that repairs or modifications are found to be necessary resulting from the Building Safety Inspection Report, the owner shall have a total of 180 days from the date of the Building Safety Inspection Report, unless otherwise specified by the Building Official in accordance with Florida Building Code Section 116 (Broward County Administrative Code), in which to correct the structural and electrical deficiencies that pose an immediate threat to life safety or where failure of a critical component is imminent. For deficiencies that cannot be corrected within 180 days, the time frame may be extended when a time frame is specified by the Professional Engineer of Registered Architect and approved by the Building Official. Such extension shall be contingent on maintaining an active building permit as specified in Florida Building Code Section 105.11.2.3 (Broward County Administrative Code). Repairs or modifications of deficient conditions that are incidental and non life threatening shall be completed within a time frame as specified by the inspecting Professional Engineer or Registered Architect and approved by the Building Official. All repairs or modifications shall be completed in conformance with all applicable Sections of the Florida Existing Building Code* and the National Electrical Code.

* The Florida Existing Building Code will specify whether the repairs or modification can be made under the code in effect when the building was originally permitted or the code currently in effect.

MEANS OF CORRECTION: OBTAIN BUILDIING SAFETY INSPECTION PERMITS

Ex 2

This is an official notice to make you aware of violation(s) of the City Wilton Manors Code of Ordinances and/or the Florida Building Code, Broward County Edition. If you have any questions or

Magistrate.

WHEN THE ABOVE LISTED VIOLATION IS CORRECTED YOU MUST CONTACT THE OFFICER FOR A RE-INSPECTION TO ENSURE THAT YOUR PROPERTY IS IN COMPLIANCE. IF YOU NEED TO MEET WITH A CODE OFFICER, PLEASE MAKE AN APPOINTMENT WITH THEM. THANK YOU.

162.06 Enforcement procedure. (5) If the owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall: (a) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee. (b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor. (c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding. (d) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

If you decide to appeal any decision made by the Special Magistrate, you will need a record of the proceedings. In the case of an appeal, you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Abel Alberro

954-390-2157
aalberro@wmpd.org

Ex 2

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

FAILURE TO COMPLY – SUMMONS TO APPEAR

Should you fail to comply with the above violation by the compliance date, you shall appear before the Special Magistrate on March 29, 2022 at 10:00 AM in the Commission Chambers at City Hall, 2020 Wilton Drive, Wilton Manors, Florida 33305.

Should you be found in violation of the Municipal Code, the Special Magistrate may impose a fine up to $250.00 per day for the first violation, and up to $500.00 per day for a repeat violation. In addition, the Special Magistrate may also include the cost of reasonable repairs incurred by the City to bring the property into compliance, as well as Administrative Costs of up to $500.00.

If the violation(s) is/are corrected by the time specified, this case may still be presented before the Special Magistrate. Please contact the Code Compliance Unit at 954-390-2151 for a re-inspection.

Ex 2

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SPECIAL MAGISTRATE FINAL ORDER

CITY OF WILTON MANORS
Petitioner
vs.
DEE 2440 PROPERTY LLC
Respondent

IN RE: Case No. 22-000244

Hearing Date: March 29, 2022
Violation(s): Broward County Administrative Code of the Florida Building Code,

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. At the subject hearing the PETITIONER City entered into the record evidence of proper notice to the RESPONDENT thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing.

The record indicates that the RESPONDENT owns the real property located at: **2440 WILTON Drive, WILTON MANORS, FL 33305** and more particularly described as follows: **Folio No.:494226050970**

SEE EXHIBIT "A" LEGAL DESCRIPTION

Based upon the statements made by the RESPONDENT and/or the evidence and testimony submitted by the PETITIONER, the RESPONDENT is hereby found to be:

✓ **In Violation** **Dismissed** **Continued to:** _____ at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

-FINES / FEES-

ADMINISTRATIVE COSTS: $ 150.00 TOTAL AMOUNT DUE: $ 150.00

FINE AMOUNT: $ - PAYMENT DUE DATE: 4/28/22

-TIME / PENALTY-

And the RESPONDENT is given until 6/27/22 to remedy the violation. Failure to do so will result in a **per diem fine** of One hundred fifty Dollars $00/ ($ 150.00) for each day the RESPONDENT'S property remains in violation beyond the date set for compliance. This matter is scheduled for a certification hearing on 10/5/22 at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

WITNESSES: **HOLINKO** **SMITH** **MOORE** ✓**ALBERRO** AND: _____

EVIDENCE PRESENTED: ✓**Proof of Service** **BCPA** ✓**Photos** Other _____

Failure to correct the violation and pay the accrued fines / fees by date required may result in the execution of a NOTICE OF LIEN which may be recorded in the public records of Broward County, Florida, thereafter constituting a lien on the real or personal property of the RESPONDENT as provided by law.

Done and Ordered this 29th day of March, 2022

Denise Smith
Clerk to the Hearing Officer

CITY OF WILTON MANORS, FLORIDA

HEARING OFFICER

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this **March 29, 2022** by Thomas J. Ansbro, Hearing Officer and Denise Smith, Clerk to the Hearing Officer, who are personally known to me or who have produced _____ as identification.

Kimberly Holinko
Notary Public

KIMBERLY ANN HOLINKO
Notary Public - State of Florida
Commission # GG 358311
My Comm. Expires Jul 24, 2023
Bonded through National Notary Assn.

My Commission Expires

Serial Number, if any

Ex 3

BROWARD COUNTY UNIFORM BUILDING PERMIT APPLICATION

Select One Trade: ☑ Building ☐ Electrical ☐ Plumbing ☐ Mechanical ☐ Other _____

Application Number: WM22-000498 Application Date:

1

Job Address: 2440 WILTON DR.		Unit:	City: WILTON MANORS	
Tax Folio No.:	Flood Zn:	BFE:	Floor Area:	Job Value:
Building Use: COMMERCIAL		Construction Type:		Occupancy Group:
Present Use: COMMERCIAL		Proposed Used:		
Description of Work:				
☐ New ☐ Addition ☐ Repair ☐ Alteration ☐ Demolition ☐ Revision ☒ Other: INSPECTION				
Legal Description: 40/50 YEAR RE-CERTIFICATION REPORT				☐ Attachment

2

Property Owner: ANTHONY DE RIGGI	Phone: 954.579.5402	Email: deeproperties@live.com
Owner's Address: 6192 NW 24th ST	City: BOCA RATON	State: FL Zip: 33434

3

Contracting Co.:	Phone:	Email:	
Company Address:	City:	State:	Zip:
Qualifier's Name:	Owner-Builder: ☐	License Number:	

4

Architect/Engineer's Name: AKOURI CONSULTING ENGINEERS	Phone: 954.989.8885	Email: GEORGE@AKOURI.NET	
Architect/Engineer's Address: 4651 SHERIDAN ST. SUITE 260	City: HOLLYWOOD	State: FL	Zip: 33021
Bonding Company:			
Bonding Company Address:	City:	State:	Zip:
Fee Simple Titleholder's name (if other than owner):			
Fee Simple Titleholder's Address (If other than owner):	City:	State:	Zip:
Mortgage Lender's Name:			
Mortgage Lender's Address:	City:	State:	Zip:

RECEIVED MAR 30 2022

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

X Anthony De Riggi
Signature of Property Owner or Agent

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this 30th day of March, 20 22 by

(Type / Print Property Owner or Agent Name)

TONIA GILDHARRY
Notary Public - State of Florida
Commission # HH 194...
My Comm. Expires Nov 5, 2025

NOTARY'S SIGNATURE as to Owner or Agent's Signature

Notary Name Tonia Gildharry
(Print, Type or Stamp Notary's Name)

Personally Known ☐ or Produced Identification ☐

Type of Identification Produced _____

X George Akouri
Signature of Qualifier

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this 18 day of March, 20 22 by

GEORGE AKOURI
(Type / Print Qualifier's Name)

NOTARY'S SIGNATURE as to Qualifier's Signature

Notary Name Kristina Akouri
(Print, Type or Stamp Notary's Name)

KRISTINA AKOURI
MY COMMISSION # GG956112
EXPIRES: February 06, 2024

Personally Known X or Produced Identification ☐

Type of Identification Produced _____

APPROVED BY: _____ Permit Officer Issue Date: _____ Code in Effect: _____

A jurisdiction may use a supplemental page requesting additional information and citing other conditions, please inquire.

Note: If any development work as described in FS 380.04 Sec. 2 a-g is to be performed, a development permit must be obtained prior to the issuance of a building permit.

1.56

Ex 4

ELECTRICAL SAFETY INSPECTION REPORT FORM

Inspection Firm or Individual Name: Akouri Consulting Engineers
Address: 4651 Sheridan Street Suite 260, Hollywood, FL 33021
Telephone Number: 954-989-8885
Inspection Commenced Date: 2/9/22 Inspection Completed Date: 2/9/22

✓ No Repairs Required Repairs are required as outlined in the attached inspection report

Licensed Professional,
Engineer/Architect Name: George Akouri M.S.C.E., P.E.
License Number: 49526

I am qualified to practice in the discipline in which I am hereby signing,
Signature [signature] Date: 3/3/22

3/3/22
Seal

This report has been based upon the minimum inspection guidelines for building safety inspection as listed in the Broward County Board of Rules and Appeals' Policy #05-05. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the electrical system, based upon careful evaluation of observed conditions, to the extent reasonably possible

DESCRIPTION OF STRUCTURE

a. Name on Title:	DEE 2440 PROPERTY LLC
b. Street Address:	2440 WILTON DRIVE, WILTON MANORS FL 33305
c. Legal Description:	WILTON MANORS UNIT 1 AMD PLAT 15-1 B WILTON MANORS UNIT 1 9-2 B TH
d. Owner's Name:	DEE 2440 PROPERTY LLC
e. Owner's Mailing Address:	6192 NW 24 ST BOCA RATON FL 33434
f. Folio Number of Property on which Building is Located:	4942 26 05 0970
g. Building Code Occupancy Classification:	B
h. Present Use:	Business
i. General Description, Type of Construction:	II-B Square Footage: 3,895 Number of Stories: 1
j. Special Features:	None
k. Additional Comments:	The building is electrically safe for its intended use and occupancy.

5.89

45

MINIMUM GUIDELINES AND INFORMATION FOR RECERTIFICATION OF ELECTRICAL SYSTEMS OF FORTY (40) YEAR STRUCTURES

1. ELECTRIC SERVICE

1. Size:	Amperage		Fuses	X	Breakers	X
2. Phase:	Three Phase		Single Phase	✓	Needs Repair	
3. Condition:	Good	✓	Fair			

Comments:
There are 2 (two) main disconnects:
#1- 400A, 1Ø,120/240V
#1- 200A, 1Ø,120/240V

2. METER AND ELECTRIC ROOM

1. Clearances:	Good	✓	Fair		Requires Correction	

Comments:
Meters located on exterior wall.

3. GUTTERS

Location:	Good	✓	Requires Repair	
Taps and Fill:	Good	✓	Requires Repair	

Comments:

5.89a

Ex S

4. ELECTRICAL PANELS

Location: Good ☑ Needs Repair ☐

1. Panel #( )

Good ☐ Needs Repair ☐

2. Panel #( )

Good ☐ Needs Repair ☐

3. Panel #( )

Good ☐ Needs Repair ☐

4. Panel #( )

Good ☐ Needs Repair ☐

5. Panel #( )

Good ☐ Needs Repair ☐

Comments:

5. BRANCH CIRCUITS:

1. Identified: Yes ☑ Must be identified ☐

2. Conductors: Good ☑ Deteriorated ☐ Must be replaced ☐

Comments:

5.89b

Ex 5

6. GROUNDING SERVICE:

Good ☑ Repairs Required ☐

Comments:

7. GROUNDING OF EQUIPMENT:

Good ☑ Repairs Required ☐

Comments:

8. SERVICE CONDUITS/RACEWAYS:

Good ☑ Repairs Required ☐

Comments:

9. SERVICE CONDUCTOR AND CABLES:

Good ☑ Repairs Required ☐

Comments:

5.89c

Ex 5

10. TYPES OF WIRING METHODS:

Conduit Raceways:	Good	☑	Repairs Required	☐
Conduit PVC:	Good	☐	Repairs Required	☐
NM Cable:	Good	☐	Repairs Required	☐
BX Cable:	Good	☐	Repairs Required	☐

11. FEEDER CONDUCTORS:

Good ☑ Repairs Required ☐

Comments:

12. EMERGENCY LIGHTING:

Good ☑ Repairs Required ☐

Comments:

13. BUILDING EGRESS ILLUMINATION:

Good ☑ Repairs Required ☐

Comments:

Ex 5

14. FIRE ALARM SYSTEM:

Good ☐ Repairs Required ☐

Comments:
There is no fire alarm system.

15. SMOKE DETECTORS:

Good ☐ Repairs Required ☐

Comments:
There are no smoke detectors.

16. EXIT LIGHTS:

Good ☑ Repairs Required ☐

Comments:

17. EMERGENCY GENERATOR:

Good ☐ Repairs Required ☐

Comments:
There is no generator. Not required.

Ex 5

18. WIRING IN OPEN OR UNDER COVER PARKING GARAGE AREAS:

Good ☑ Repairs Required ☐

Comments:
There is an open parking area.

19. OPEN OR UNDERCOVER PARKING GARAGE AREAS AND EGRESS ILLUMINATION:

Good ☑ Repairs Required ☐

Comments:
There is an open parking area.

20. SWIMMING POOL WIRING:

Good ☐ Repairs Required ☐

Comments:
There is no swimming pool.

21. WIRING TO MECHANICAL EQUIPMENT:

Good ☑ Repairs Required ☐

Comments:

5.89f

Ex 5

22. ADDITIONAL COMMENTS:

The building is electrically safe for its intended use and occupancy.

5.89g

Ex 5

STRUCTURAL SAFETY INSPECTION REPORT FORM

Inspection Firm or Individual Name: Akouri Consulting Engineers
Address: 4651 Sheridan Street Suite 260, Hollywood, FL 33021
Telephone Number: 954-989-8885
Inspection Commenced Date: 02/09/2022 Inspection Completed Date: 02/09/2022

No Repairs Required ☐ Repairs are required as outlined in the attached inspection report ☑

Licensed Professional,
Engineer/Architect Name: George Akouri M.S.C.E., P.E.
License Number: 49526

I am qualified to practice in the discipline in which I am hereby signing,
Signature [signature] Date: 3/3/2022

Seal

This report has been based upon the minimum inspection guidelines for building safety inspection as listed in the Broward County Board of Rules and Appeals' Policy #05-05. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the structure, based upon careful evaluation of observed conditions, to the extent reasonably possible

DESCRIPTION OF STRUCTURE

a. Name on Title: DEE 2440 PROPERTY LLC
b. Street Address: 2440 WILTON DRIVE, WILTON MANORS FL 33305
c. Legal Description: WILTON MANORS UNIT 1 AMD PLAT 15-1 B WILTON MANORS UNIT 1 9-2 B THAT PT OF LOT 6 F/P/A LOT 6, LOT 7 BLK 28
d. Owner's Name: DEE 2440 PROPERTY LLC
e. Owner's Mailing Address: 6192 NW 24 ST BOCA RATON FL 33434
f. Folio Number of Property on which Building is Located: 4942 26 05 0970
g. Building Code Occupancy Classification: B
h. Present Use: Business
i. General Description, Type of Construction: II-B Square Footage: 3,895 Number of Stories: 1
j. Special Features:
None

k.Addition Comments:
The building is structurally safe for its intended use and occupancy, but requires repairs. The repairs consist of concrete restoration/removal of a cantilever eyebrow in accordance with plans prepared by a structural engineer and approved by the Local Building Department.

5.88f

EXS

l. Additions to original structure:
None

2. PRESENT CONDITION OF STRUCTURE
a. General alignment (Note: good, fair, poor, explain if significant):
1. Bulging: Fair
2. Settlement: Fair
3. Deflections: Fair
4. Expansion: Fair
5. Contraction: Fair
b. Portion showing distress (Note, beams, columns, structural walls, floor, roofs, other): Overhead concrete slab showing distress.
c. Surface conditions – describe general conditions of finishes, noting cracking, spalling, peeling, signs of moisture penetration and stains: Good condition.
d. Cracks – note location in significant members. Identify crack size as HAIRLINE if barely discernible; FINE if less than 1 mm in width; MEDIUM if between 1 and 2 mm width; WIDE if over 2 mm: Hairline cracks on exterior walls.

5.88g

Ex 5

e. General extent of deterioration – cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood:

Hairline cracks on exterior walls.

f. Previous patching or repairs:

None observed.

g. Nature of present loading indicate residential, commercial, other estimate magnitude:

Commercial

3. INSPECTIONS

a. Date of notice of required inspection: 2-9-22

b. Date(s) of actual inspection: 2-9-22

c. Name and qualifications of individual submitting report:

George Akouri, P.E.

d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures:

Not required

e. Structural repair-note appropriate line:

1. None required: X

2. Required (describe and indicate acceptance):

4. SUPPORTING DATA

a. None sheet written data

b. None photographs

c. None drawings or sketches

5.88h

Ex5

5. MASONRY BEARING WALL = Indicate good, fair, poor on appropriate lines:
a. Concrete masonry units: Good
b. Clay tile or terra cota units: None
c. Reinforced concrete tie columns: Good
d. Reinforced concrete tie beams: Good
e. Lintel: Good
f. Other type bond beams: None
g. Masonry finishes -exterior: Good
1. Stucco: Good
2. Veneer: None
3. Paint only: Good
4. Other (describe):
h. Masonry finishes - interior:
1. Vapor barrier: None visible
2. Furring and plaster: Good
3. Paneling: None
4. Paint only: Good
5. Other (describe):
i. Cracks:
1. Location – note beams, columns, other: Exterior walls
2. Description: Hairline cracks on exterior walls.
j. Spalling:
1. Location – note beams, columns, other:
2. Description: Spalling of the overhead slab
k. Rebar corrosion-check appropriate line:
1. None visible:
2. Minor-patching will suffice:
3. Significant-but patching will suffice:

C x S

4. Significant-structural repairs required: X
l. Samples chipped out for examination in spall areas:
1. No: X
2. Yes – describe color, texture, aggregate, general quality:

6. FLOOR AND ROOF SYSTEM
a. Roof:
1. Describe (flat, slope, type roofing, type roof deck, condition): Flat modified bitumen over steel joists roof framing system. Good condition.
2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of support: Air conditioning supports in good condition.
3. Note types of drains and scuppers and condition: Gutter and downspout. Good condition.
b. Floor system(s):
1. Describe (type of system framing, material, spans, condition): Concrete slab on grade first floor, concrete system second floor. Good condition.
c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members: Ceiling tiles were removed and framing members were inspected.

7. STEEL FRAMING SYSTEM
a. Description: Steel joists.

Ex 5

b. Exposed Steel- describe condition of paint and degree of corrosion:

No exposed steel.

c. Concrete or other fireproofing – note any cracking or spalling and note where any covering was removed for inspection:

None observed

d. Elevator sheave beams and connections, and machine floor beams – note condition:

There is no elevator. Not required.

8. CONCRETE FRAMING SYSTEM

a. Full description of structural system:

Concrete slab on grade first floor, concrete system second, masonry walls, tie beams, and flat modified bitumen over steel joists framing system.

b. Cracking:

1. Not significant: X
2. Location and description of members affected and type cracking:

c. General condition:

Good condition

d. Rebar corrosion – check appropriate line:

1. None visible:
2. Location and description of members affected and type cracking:
3. Significant but patching will suffice:
4. Significant – structural repairs required (describe): X

e. Samples chipped out in spall areas:

1. No: X
2. Yes, describe color, texture, aggregate, general quality:

5.88k

Ex 5

9. WINDOWS
a. Type (Wood, steel, aluminum, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other): Fixed
b. Anchorage- type and condition of fasteners and latches: Good
c. Sealant – type of condition of perimeter sealant and at mullions: Good
d. Interiors seals – type and condition at operable vents: None
e. General condition: Good condition

10. WOOD FRAMING
a. Type – fully describe if mill construction, light construction, major spans, trusses: This is not a wood building
b. Note metal fitting i.e., angles, plates, bolts, split pintles, other, and note condition: None
c. Joints – note if well fitted and still closed: None
d. Drainage – note accumulations of moisture: None observed.
e. Ventilation – note any concealed spaces not ventilated: None observed.
f. Note any concealed spaces opened for inspection: Not necessary

Ex 5

CODE - ADMIN FEES
Order 313546
Amount $150.00

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SPECIAL MAGISTRATE FINAL ORDER

CITY OF WILTON MANORS
Petitioner
vs.
DEE 2440 PROPERTY LLC
Respondent

IN RE: Case No. 22-000244

Hearing Date: March 29, 2022
Violation(s): Broward County Administrative Code of the Florida Building Code,

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. At the subject hearing the PETITIONER City entered into the record evidence of proper notice to the RESPONDENT thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing.

The record indicates that the RESPONDENT owns the real property located at: **2440 WILTON Drive, WILTON MANORS, FL 33305** and more particularly described as follows: **Folio No.:494226050970**

SEE EXHIBIT "A" LEGAL DESCRIPTION

Based upon the statements made by the RESPONDENT and/or the evidence and testimony submitted by the PETITIONER, the RESPONDENT is hereby found to be:

✓ **In Violation** **Dismissed** **Continued to:** _____ at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

-FINES / FEES-

ADMINISTRATIVE COSTS: $ 150.00 TOTAL AMOUNT DUE: $ 150.00

FINE AMOUNT: $ - PAYMENT DUE DATE: 4/28/22

-TIME / PENALTY-

And the RESPONDENT is given until 6/27/22 to remedy the violation. Failure to do so will result in a **per diem fine** of One hundred fifty dollars $00/ ($150.00) for each day the RESPONDENT'S property remains in violation beyond the date set for compliance. This matter is scheduled for a certification hearing on 10/5/22 at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

WITNESSES: **HOLINKO** **SMITH** **MOORE** ✓**ALBERRO** AND: _____

EVIDENCE PRESENTED: ✓**Proof of Service** **BCPA** ✓**Photos** Other _____

Failure to correct the violation and pay the accrued fines / fees by date required may result in the execution of a NOTICE OF LIEN which may be recorded in the public records of Broward County, Florida, thereafter constituting a lien on the real or personal property of the RESPONDENT as provided by law.

****

Done and Ordered this 29th day of March, 2022

Denise Smith
Clerk to the Hearing Officer

CITY OF WILTON MANORS, FLORIDA

HEARING OFFICER

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this **March 29, 2022** by Thomas J. Ansbro, Hearing Officer and Denise Smith, Clerk to the Hearing Officer, who are personally known to me or who have produced _____ as identification.

Kimberly Holinko
Notary Public

KIMBERLY ANN HOLINKO
Notary Public - State of Florida
Commission # GG 358311
My Comm. Expires Jul 24, 2023
Bonded through National Notary Assn.

My Commission Expires

Serial Number, if any

Ex 6

Sent: 07/18/2022 08:18 PM
To: deeproperties@live.com
CC:
Subject: Denied Comments

City of Wilton Manors
Community Development Services
2020 Wilton Drive
Wilton Manors, FL 33305
954-390-2180 Fax: 954-567-6069
HOURS: Monday - Thursday 7am - 6pm

Life's Just Better Here

Please note: Florida Public Records Law provides that most written communicatios to or from municipal employees regarding city business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.

Permit #: WM22-000498
Address: 2440 WILTON DR

Reviews

Review Type	Reviewer	Status	Date	Comments
Submittal Review	Lisa Britt	Approved	03/30/2022	
Electrical Review	Al Bostwick	Approved	03/31/2022	
Structural Review	Phil Sauer	Denied	04/07/2022	1) Item number 2 on the report, PRESENT CONDITION OF STRUCTURE, is answered as all "fair" in describing the listed defects, are there any defects? If none, place "none" next to the defective condition.
Review Complete	Lisa Britt	Denied	04/08/2022	
Submittal Review	Lisa Britt	Approved	04/27/2022	
Structural Review	Phil Sauer	Denied	05/04/2022	Safety inspection noted repairs are required, this safety report cannot be approved until such time that the repairs are carried out and a new safety inspection report submitted. Work will require a permit to be applied for, issued, and completed; FBC BCA 110.15
Structural Review	Phil Sauer	Denied	05/04/2022	Previous comments addressed: Ex 7

Submittal Review	Lisa Britt	Approved with Comments	07/15/2022	
Structural Review	Frank Gobeo	Denied	07/16/2022	REPAIRS REQUIRED PER ENGINEER REPORT
Review Complete	Lisa Britt	Denied	07/18/2022	

Thank you,

Angela Ruffner

Ex 7

POLICE

WILTON MANORS

CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

CITY OF WILTON MANORS
COUNTY OF BROWARD
STATE OF FLORIDA

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Order Imposing Fine + Lien Case 22-000244

WITNESS my hand and official seal in the City of Wilton Manors, Broward County, Florida, this 19 day of October 20 22

City Clerk

Record & Return to:

Wilton Manors Police Department
Code Compliance Unit
ATTN: Kim Holinko
2020 Wilton Drive
Wilton Manors, FL 33305-2122

CITY OF WILTON MANORS
Petitioner
vs.
DEE 2440 PROPERTY LLC
Respondent

RE: Case No. 22-000244

ORDER IMPOSING FINE AND LIEN

THIS CAUSE FIRST CAME, by administrative Hearing, before the undersigned Special Magistrate of the City of Wilton Manors, Florida on **March 29, 2022**, after due notice to the Respondent, at which time the Special Magistrate heard testimony under oath, received evidence, determined findings of fact and conclusions of law and thereupon issued a Final Order. The Final Order found the Respondent to be in violation of Wilton Manors Code of Ordinances Section(s): **Broward County Administrative Code of the Florida Building Code - Building Safety Inspection Program.**. The subject violation occurred at the RESPONDENTS' real property located at **2440 WILTON Drive** , within the City of Wilton Manors and more particularly described as follows:

Folio # - 494226050970
Legal Description - WILTON MANORS UNIT 1 AMD PLAT 15-1 B WILTON MANORS UNIT 1 9-2 B THAT PT OF LOT 6 F/P/A LOT 6, LOT 7 BLK 28

Said Final Order required the Respondent to take corrective action to remedy the violation by a set compliance date. Under oath the Code Officer testified to the Special Magistrate on **October 05, 2022**, that the required corrective action **had not** taken place by the compliance date set out in the Final Order in this case and that in fact the RESPONDENT'S property is in **violation**. The Code Enforcement Officer further testified that the RESPONDENT **paid** the Administrative costs imposed by the Final Order. In determining the amount of the fine, the Special Magistrate has considered all factors set forth in §162.09(b), Fla. Stat.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. A daily fine in the amount of **$150.00** is hereby imposed, commencing on 6/28/22. The property has been in violation for 100 days x's **$150.00** per day totals, **$15,000.00** to be certified. The fine shall continue to accrue until compliance has been met.
2. The fine set out above shall, pursuant to Chapter 162 Florida Statutes, constitute a lien against the real property on which the violation exists and upon any other real or personal property of the RESPONDENT and the PETITIONER City may record a true copy of this order in the Public Records of Broward County, Florida.

ER8

3. After three (3) months from filing this lien, if it remains unpaid, the City Attorney may, subject to City Commission approval, foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

DONE AND ORDERED on **October 05, 2022**

CITY OF WILTON MANORS, FLORIDA

Special Magistrate

Special Magistrate Clerk

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 5th day of October, 2022 by Thomas J. Ansbro, Special Magistrate and Kim Holinko, Clerk to the Special Magistrate respectively, who are personally known to me or have produced _____ as identification
SWORN TO AND SUBSCRIBED BEFORE ME this 5th day of October, 2022

Patricia A Staples
Notary Public
May 14, 2026
My Commission Expires:
HH217070
Serial Number, If any

PATRICIA A. STAPLES
MY COMMISSION # HH 217070
EXPIRES: May 14, 2026

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent by Regular U.S. Mail and Certified/Return Receipt this 12th day of OCTOBER, 2022

to the RESPONDENT:
DEE 2440 PROPERTY LLC
6192 NW 24 ST
BOCA RATON, FL 33434

to the REGISTERED AGENT:
RUNYAN LAW FIRM, PA
707 NE 3RD AVE #300
FORT LAUDERDALE, FL 33304

Special Magistrate Clerk, Kim Holinko

Ex 8

CITY OF WILTON MANORS
Date 04/07/2022 11:39:42 AM
CODE - ADMIN FEES
eipt 313546
Amount $150.00

25.

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SPECIAL MAGISTRATE FINAL ORDER

CITY OF WILTON MANORS
Petitioner
vs.
DEE 2440 PROPERTY LLC
Respondent

IN RE: Case No. 22-000244

Hearing Date: March 29, 2022
Violation(s): Broward County Administrative Code of the Florida Building Code,

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The record indicates that the RESPONDENT owns the real property located at: **2440 WILTON Drive, WILTON MANORS, FL 33305** and more particularly described as follows: **Folio No.:494226050970**

SEE EXHIBIT "A" LEGAL DESCRIPTION

Based upon the statements made by the RESPONDENT and/or the evidence and testimony submitted by the PETITIONER, the RESPONDENT is hereby found to be:

✓ **In Violation** ☐ **Dismissed** ☐ **Continued to:** _____ at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

-FINES / FEES-

ADMINISTRATIVE COSTS: $ 150.00 TOTAL AMOUNT DUE: $ 150.00

FINE AMOUNT: $ - PAYMENT DUE DATE: 4/28/22

-TIME / PENALTY-

And the RESPONDENT is given until 6/27/22 to remedy the violation. Failure to do so will result in a **per diem fine** of One hundred fifty dollars $00/ ($ 150.00) for each day the RESPONDENT'S property remains in violation beyond the date set for compliance. This matter is scheduled for a certification hearing on 10/5/22 at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

WITNESSES: ☐ **HOLINKO** ☐ **SMITH** ☐ **MOORE** ✓ **ALBERRO** AND: _____

EVIDENCE PRESENTED: ✓ **Proof of Service** ☐ **BCPA** ✓ **Photos** Other _____

Failure to correct the violation and pay the accrued fines / fees by date required may result in the execution of a NOTICE OF LIEN which may be recorded in the public records of Broward County, Florida, thereafter constituting a lien on the real or personal property of the RESPONDENT as provided by law.

****

Done and Ordered this 29th day of March, 2022

Denise Smith
Clerk to the Hearing Officer

CITY OF WILTON MANORS, FLORIDA

HEARING OFFICER

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ☐ online notarization, this **March 29, 2022** by Thomas J. Ansbro, Hearing Officer and Denise Smith, Clerk to the Hearing Officer, who are personally known to me or who have produced _____ as identification.

Kimberly Holinko
Notary Public

KIMBERLY ANN HOLINKO
Notary Public - State of Florida
Commission # GG 358311
My Comm. Expires Jul 24, 2023
Bonded through National Notary Assn.

My Commission Expires

Serial Number, if any

Ex 8

DISPLAY THIS CARD ON FRONT OF JOB
CITY OF WILTON MANORS, FLORIDA

BUILDING PERMIT

PERMIT No. WM23-000203 ZONE

OWNER Dee 2440 Property LLC DATE 6-8-23

STATE REGISTRATION STATE CERTIFIED CGC1524099

CONTRACTOR All Building & Construction Inc.

PURPOSE Removal of existing Concrete eyebrow located on southside of building.

LOT 7 BLOCK 28

SUBDIVISION Wilton Manors Unit 1

ADDRESS 2440 Wilton Drive

"WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

Certificate of Occupancy must be secured
before this building can be used for any purpose

DO NOT REMOVE THIS CARD BEFORE COMPLETION
PER FBC SECTION 105.7

WM23-000203

Ex 9

			SET BACKS					
			OVERHANGS			**FINAL**		
			FENCING			ENGINEERING		
TIE BEAM			PARKING					
			LANDSCAPING			**FINAL**		
			SIGNS					
						ELECTRICAL		
						TEMPORARY POLE		
TRUSS/JOIST						PERMANENT POLE		
ROOF SHEATHING						SERVICE RETAP		
TIN CAP			**FINAL**			SERVICE		
ROOF COVERING						30-DAY TEMPORARY		
FRAMING EXT	6/13/23	JA	**PLUMBING**			POOL GROUNDING		
			ROUGH			SLAB GROUNDING		
			TOP OUT			UNDERGROUND		
			FIRE LINES			SLAB		
			FIRE SPRINKLERS			ROUGH		
EXT. WALL SHEATH.	6/13/23	JA	SEP.TANK HOOK-UP			CEILING		
INSULATION			SEWER HOOK-UP			TELEPHONE ROUGH		
LATH/~~DRYWALL~~	6/13/23	JA	ROOF DRAINS			TV ROUGH		
ELEVATORS			SOLAR SYSTEM			INTERCOM ROUGH		
POOL			GAS			ALARM ROUGH		
PAVING			LP TANK			SIGNS		
			WELL					
			LAWN SPRINKLERS					
DOCK			MAIN DRAIN					
SEAWALL			POOL PIPING					
SIGNS			POOL HEATER					
			2nd ROUGH					
FINAL	6/13/23	JA	**FINAL**			**FINAL**		

ATTACH HERE

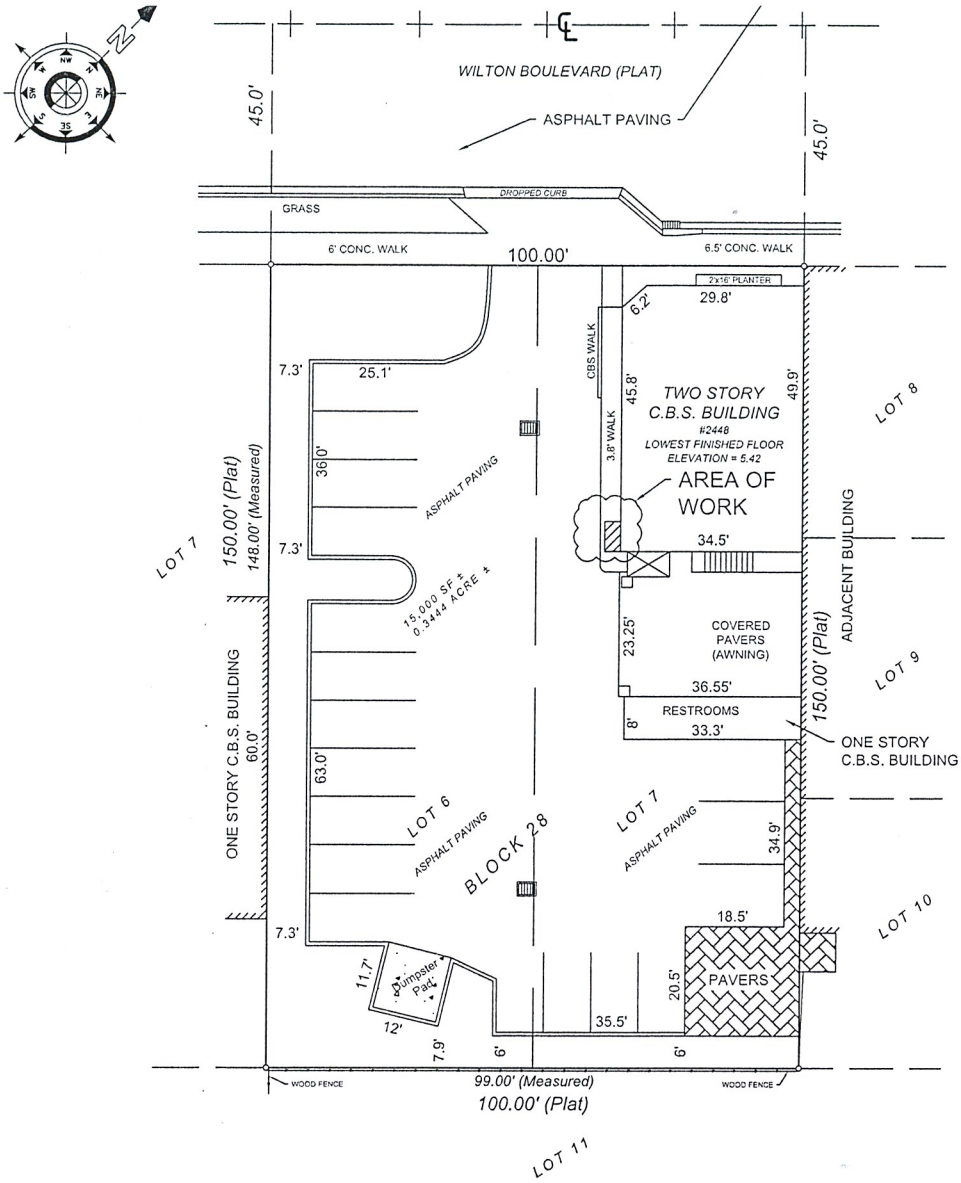
ATTACH HERE

Certificate of Occupancy must be secured
before this building can be used for any purpose

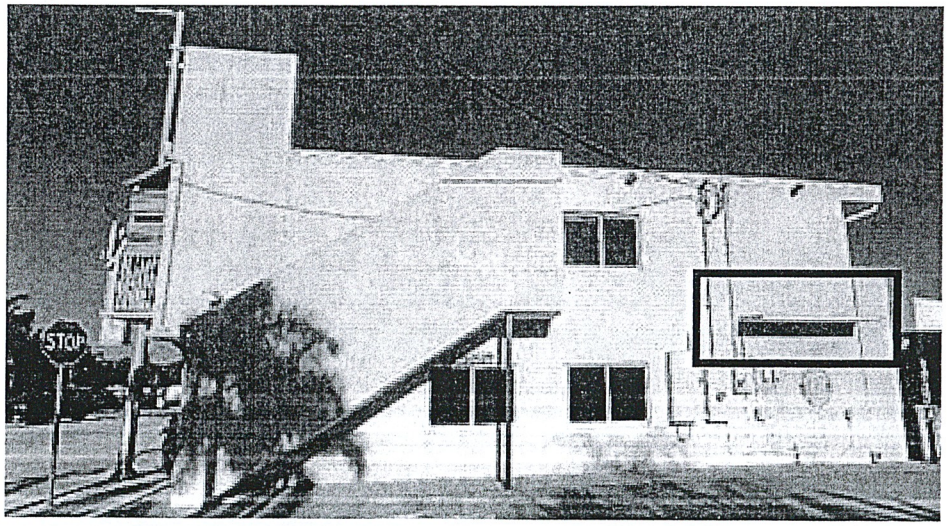
DO NOT REMOVE THIS CARD BEFORE COMPLETION
PER FBC SECTION 105.7

Ex 9

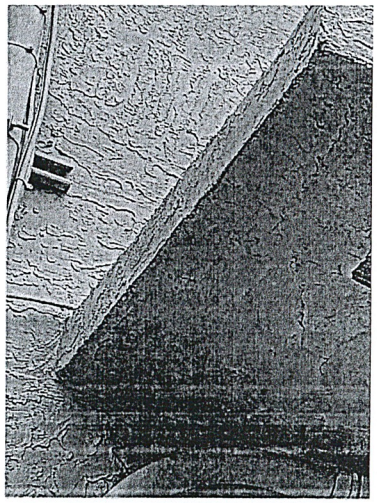
WM23-000203



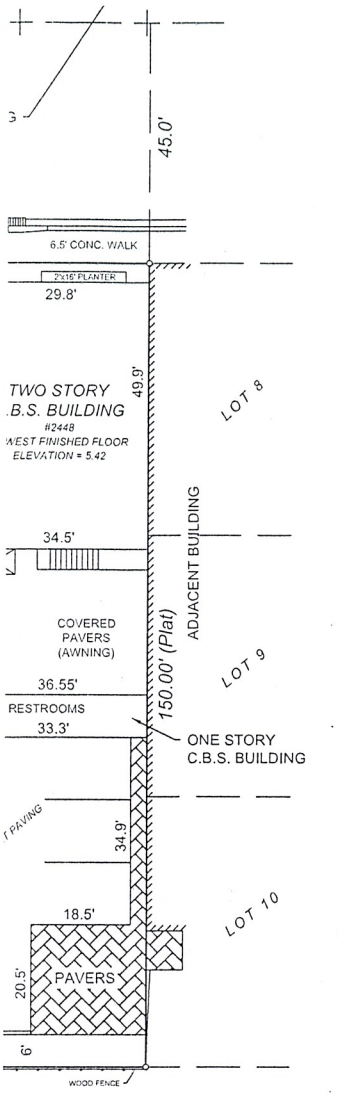
EXISTING SITE PLAN
1:16



EXISTING COMPROMISED REINFORCED CONCRETE EYEBROW DUE TO SPALLING.
N.T.S.



CLOSE-UP VIEW OF THE SI
CONCRETE EYEBROW
N.T.S.



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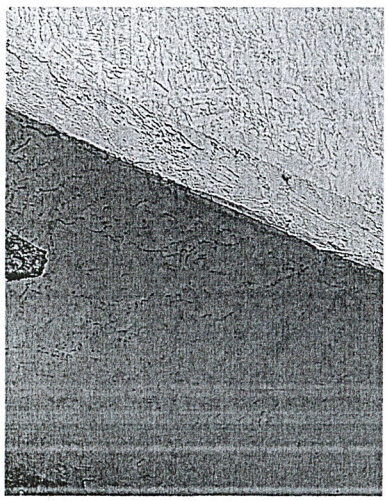


G ON THE REINFORCED

THE WORK CONSISTS OF DEMOLISHING THE EXISTING REINFORCED CONCRETE EYEBROW LOCATED ON THE SOUTH SIDE OF THE BUILDING. THE INSPECTION DURING 40 YEAR REFORTIFICATION REVEALED SPALLING OF THE EYEBROW. THIS PERMIT IS LIMITED TO THE REMOVAL OF THE UNSAFE EYEBROW ONLY.

ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2020, 7TH EDITION, EXISTING BUILDING.

GENERAL NOTES:

1. ALL MATERIALS AND CONSTRUCTION SHALL COMPLY WITH THE LATEST EDITION OF THE FLORIDA BUILDING CODE .
2. NO DIMENSIONS SHALL BE SCALED FROM DRAWINGS.
3. GENERAL CONSTRUCTOR SHALL CHECK, REVIEW, AND VERIFY ALL PLANS, DIMENSIONS, AND SITE CONDITIONS PRIOR TO CONSTRUCTION. THE ENGINEER OF RECORD SHALL BE NOTIFIED IN WRITING OF ANY DISCREPANCIES OR OMISSIONS NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS, OR ANY VARIATIONS NEEDED IN ORDER TO CONFORM TO THE CODES, RULES, AND REGULATIONS.
4. ALL REFERENCED STANDARDS REFER TO THE EDITION ENFORCED AT THE TIME THESE PLANS AND SPECIFICATIONS ARE ISSUED FOR BID.
5. WATERPROOFING DRAWINGS SHALL BE WORKED TOGETHER WITH ROOFING DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
6. GENERAL CONTRACTOR SHALL RESTRICT AND PROPERLY ISOLATE ALL CONSTRUCTION EQUIPMENT AND LOADS FROM INDUCING OR TRANSMITTING VIBRATIONS TO THE STRUCTURE DURING CONSTRUCTION.
7. ALL KNOWN UTILITIES DISCOVERING DURING CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPORTED TO ALL AFFECTED PARTIES, INCLUDING THE ARCHITECT/ENGINEER.
8. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING HIS CONSTRUCTION DOCUMENTS WITH ANY REVISED DRAWINGS AND SPECIFICATIONS, FIELD ORDERS, CHANGE ORDERS, AND CLARIFICATION SKETCHES ISSUED DURING THE COURSE OF CONSTRUCTION.
9. TYPICAL DETAILS AND NOTES ON THESE DRAWINGS SHALL APPLY UNLESS SPECIFICALLY NOTED OTHERWISE. CONSTRUCTION DETAILS AND SECTIONS NOT COMPLETELY SHOWN OR NOTED SHALL BE SIMILAR TO DETAILS AND SECTIONS SHOWN OR NOTED FOR SIMILAR CONDITIONS.
10. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SHORING AND PROTECTION OF ADJACENT PROPERLY, STRUCTURES, STREETS, AND UTILITIES IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT.
11. TEMPORARY BRACING SHALL BE PROVIDED AS REQUIRED TO HOLD ALL COMPONENTS OF THE STRUCTURE IN PLACE UNTIL FINAL SUPPORT IS SECURELY ANCHORED.
12. THE CONTRACTOR SHALL SUPPLY ALL LABOR MATERIALS, EQUIPMENT, AND SERVICES OF EVERY KIND, INCLUDING WATER AND POWER, NECESSARY FOR THE PROPER EXECUTION OF THE WORK SHOWN OR INDICATED ON THESE DRAWINGS. ALL MATERIALS SHALL BE NEW MATERIALS AND WORKMANSHIP SHALL BE OF GOOD QUALITY. ALL WORKMEN AND SUBCONTRACTORS SHALL BE SKILLED IN THEIR TRADE.
13. THE CONTRACTOR SHALL ADEQUATELY PROTECT HIS WORK, ADJACENT PROPERTY, AND THE PUBLIC, AND BE RESPONSIBLE FOR DAMAGE OR INJURY DUE TO HIS ACT OR NEGLECT.
14. THE PREMISES SHALL BE KEPT FROM ACCUMULATION OF WASTE MATERIALS, AND DEBRIS, AND AT THE END OF THE JOB THE CONTRACTOR SHALL REMOVE ALL RUBBISH, SURPLUS MATERIALS, AND TOOLS AND LEAVE THE BUILDING BROOM CLEAN.
15. JOB SITE VISITS BY THE ENGINEER DO NOT CONSTITUTE AN OFFICIAL INSPECTION, UNLESS SPECIFICALLY CONTRACTED FOR "SPECIAL" INSPECTIONS AS REQUIRED BY THE LOCAL BUILDING DEPARTMENT SHALL BE UNDER A SEPARATE CONTRACT.
16. SHOP DRAWINGS ARE AN AID FOR FIELD PLACEMENT AND ARE SUPERSEDED BY THE STRUCTURAL DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO MAKE CERTAIN THAT ALL CONSTRUCTION IS IN FULL AGREEMENT WITH THE LATEST STRUCTURAL DRAWINGS.
17. THE CONTRACTOR SHALL SUPPLY THE ENGINEER WITH SHOP DRAWINGS A MINIMUM OF TWO WEEKS PRIOR TO PLACEMENT. THE REVIEW OF SHOP DRAWINGS BY THE ENGINEER IS ONLY FOR GENERAL COMPLIANCE WITH THE STRUCTURAL DRAWINGS AND SPECIFICATIONS. THIS REVIEW DOES NOT GUARANTEE IN ANY WAY THAT THE SHOP DRAWINGS ARE CORRECT NOR DOES IT INFER THAT THEY SUPERSEDE THE STRUCTURAL DRAWINGS.
18. IF AKOURI CONSULTING ENGINEERS INC IS NOT RETAINED TO PERFORM INSPECTION SERVICES FOR ALL STRUCTURAL COMPONENTS SHOWN ON THESE DOCUMENTS, AKOURI CONSULTING ENGINEERS WILL ACCEPT NO RESPONSIBILITY IF THE PROJECT IS NOT BUILT IN ACCORDANCE WITH FLORIDA BUILDING CODE, STANDARD ENGINEERING PRACTICE, ETC.

RECEIVED
MAY 23 2023
BY:

CONSULTING ENGINEERS
AUTHORIZATION NUMBER 7357
4651 SHERIDAN ST.
SUITE 260
HOLLYWOOD
FLORIDA 33021

ANTHONY DERIGGI
2440 WILTON DR
WILTON MANORS
FL 33305

SITE PLAN

© Copyright 2001 George Akouri, P.E.
The Engineer hereby reserves all common law copyright and other property rights regarding information depicted in this document. All information, drawings, and designs contained herein shall remain the sole property of the Engineer. Said material may not be copied, reproduced, adopted, changed, transferred, or disclosed to any individual, group of individuals, or any third party in any form or manner whatsoever without the express written permission of the Engineer. Written dimensions shall have precedence over scale dimensions. The appointed building contractor shall verify and be responsible for all actual dimensions and conditions on the job referenced here. Contractors shall promptly notify the Engineer in writing of the existence of any observed variations between the contract documents, these plans and the conditions of the job, or of any observed variations from any and all applicable codes or ordinances of governing regulatory agencies.

REVISIONS		
NO	DATE	DESCRIPTION

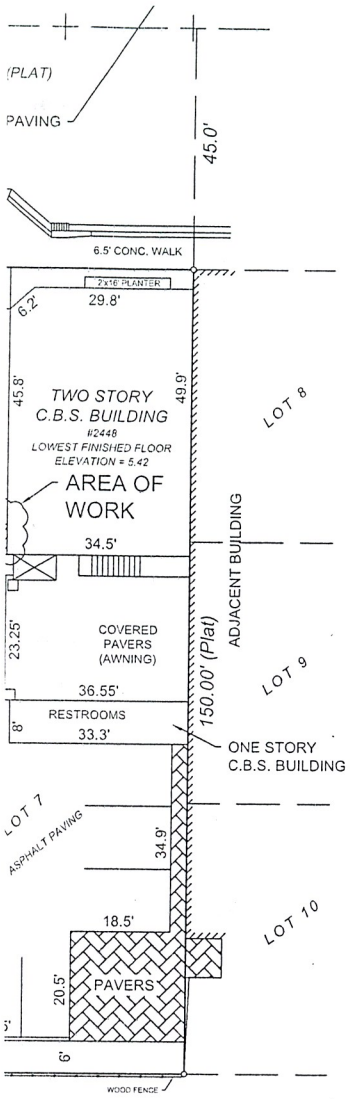
DRAWN BY V.G	DATE 11/7/22
CHECKED BY G.A	SCALE SHOWN
SAVED AS	

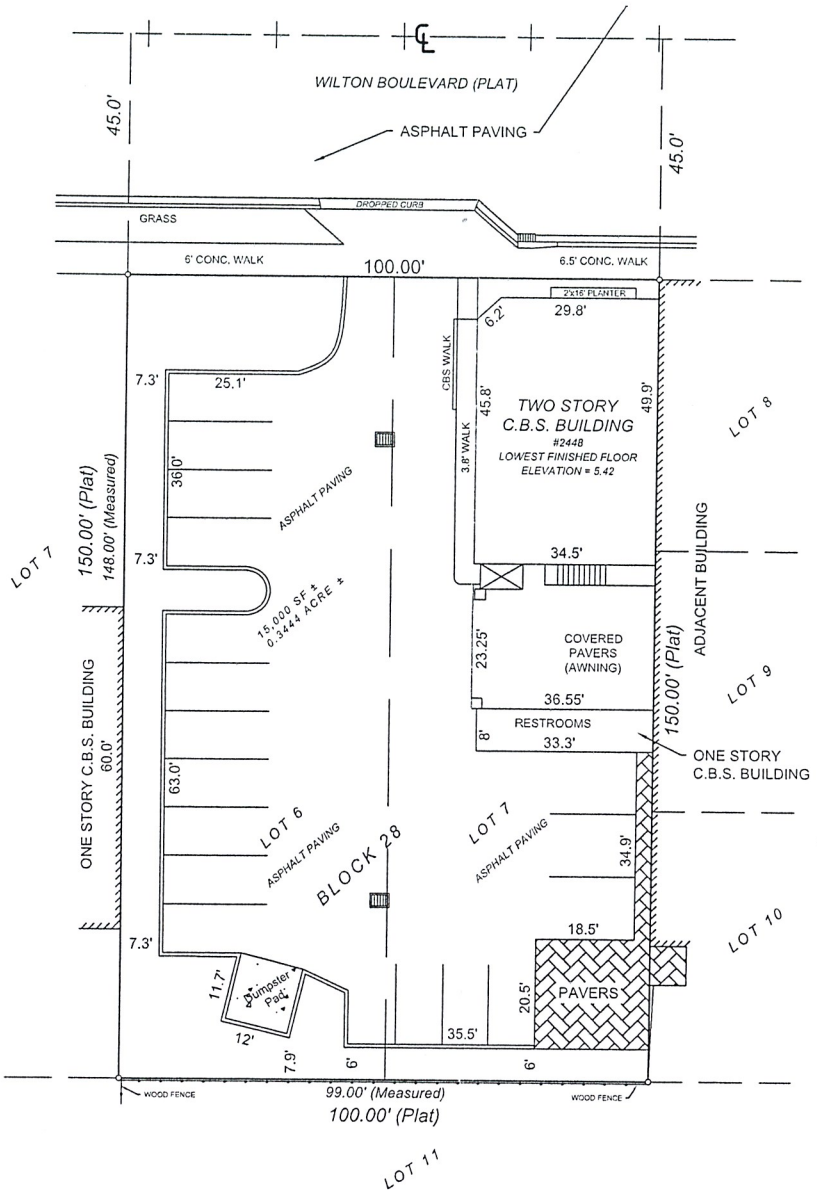
SHEET NO.: A-1

George Akouri, Professional Engineer, State of Florida, License No. 49526. This item has been digitally signed and sealed by George Akouri, PE. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

2023.05.19 14:21:26 -04'00'

GEORGE AKOURI, M.S.C.E P.E.
0049526





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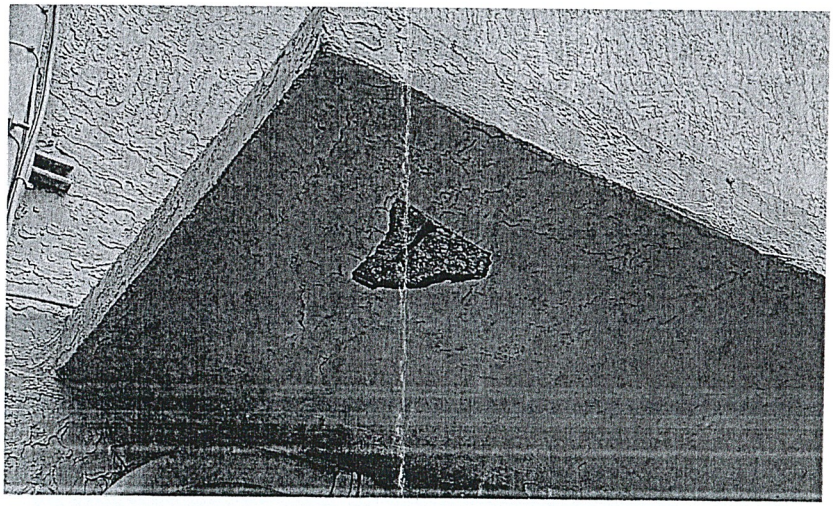
PLAN

MODIFIED SITE PLAN
1:16



CONCRETE



CLOSE-UP VIEW OF THE SPALLING ON THE REINFORCED CONCRETE EYEBROW
N.T.S.

Ex 9

Select One Trade: ___ Building [X] Electrical [ ] Plumbing [ ] Mechanical [ ] Other _____

Private Provider? [ ] YES [ ] NO If yes, attach Form # 61G20-2.005-2002-01

Application Number: _____ Application Date: 12/2/2025

1

Job Address: 2440 Wilton Drive Unit: _____ City: Wilton Manors

494226050970

Tax Folio No.: _____ Flood Zn: _____ BFE: _____ Floor Area: _____ Job Value: 500

Building Use: _____ Construction Type: _____ Occupancy Group: _____

Present Use: _____ Proposed Use: _____

Description of Work: Bld. Safety Inspection Report

[ ] New [ ] Addition [ ] Repair [ ] Alteration [ ] Demolition [ ] Revision [ ] Other: _____

Legal Description: Wilton Manors Unit 1 [ ] Attachment

2

Property Owner: Dee 2440 Property LLC ANDY MARTIN Phone: 954-579-5400 Email: ANDYMARTIN5@gmail.com

Owner's Address: 668 WEST PALM AIRE DR. City: POMPANO BEACH State: FL Zip: 33069

3

Contracting Co.: _____ Phone: _____ Email: _____

Company Address: _____ City: _____ State: _____ Zip: _____

Qualifier's Name: _____ Owner-Builder X License Number: _____

[ ] License Exempted per F.S. 489.117(4)(a)1 Business Tax Receipt Number: _____

4

Architect/Engineer's Name: _____ Phone: _____ Email: _____

Architect/Engineer's Address: _____ City: _____ State: _____ Zip: _____

Bonding Company: _____

Bonding Company's Address: _____ City: _____ State: _____ Zip: _____

Fee Simple Titleholder's Name (*If other than the owner*) _____

Fee Simple Titleholder's Name (*If other than the owner*) _____ City: _____ State: _____ Zip: _____

Mortgage Lender's Name: _____

Mortgage Lender's Address: _____ City: _____ State: _____ Zip: _____

Page 1 of 2

Ex 9

Job Address: 2440 Wilton Drive Unit: _____ City: Wilton Manors

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

X _____
Signature of Property Owner or Agent (Including Contractor)

STATE OF FLORIDA
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or ___ online notarization, this 2 day of December, 2025 by

Andy Martin
(Type/Print Property Owner or Agent Name)

_____
NOTARY'S SIGNATURE as to Owner or Agent's Signature

Notary Public State of Florida
Angela R Ruffner
My Commission
HH 258731
Exp. 5/15/2026

Notary Name Angela R Ruffner
(Print, Type or Stamp Notary's Name)

Personally Known _____ Produced Identification ✓

Type of Identification Produced FL DL 400-0

X _____
Signature of Qualifier

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 20____ by

_____
(Type/Print Qualifier or Agent Name)

_____
NOTARY'S SIGNATURE as to Qualifier or Agent's Signature

Notary Name _____
(Print, Type or Stamp Notary's Name)

Personally Known _____ Produced Identification _____

Type of Identification Produced _____

APPROVED BY: _____ Permit Officer (FOR OFFICE USE ONLY) Issue Date: _____ (FOR OFFICE USE ONLY) Code in Effect: _____ (FOR OFFICE USE ONLY)

A jurisdiction may use a supplemental page to request additional information and cite other conditions. Please inquire.

Note: If any development work as described in FS 380.04 Sec. 2 a-g is to be performed, a development permit must be obtained prior to the issuance of a building permit.

EXG

City of Wilton Manors
Community Development Services Dept.
2020 Wilton Drive, Wilton Manors, FL 33305
954-390-2180 Fax: 954-390-2184
www.wiltonmanors.com

Inspections Required
Identify the type of inspection(s) required by checking the appropriate box

Permit #: WM23-000203

Job Address: 2440 WILTON Drive

Job Description: Removal of existing concrete eyebrow located on South side of building.

Structural

- [ ] Foundation
- [ ] Slab
- [X] Exterior Framing
- [ ] Wall Sheathing
- [ ] Columns
- [ ] Tie Beams
- [ ] Truss / Rafters
- [ ] Roof Sheathing
- [ ] Refrigerator / Walk Cooler / Freezer
- [ ] Interior Framing
- [ ] Bucks
- [ ] Windows/Doors
- [ ] Modular Tie Down
- [ ] Insulation
- [ ] Drywall
- [X] Wire Lath
- [ ] Pool Steel
- [ ] Pool Deck Final
- [ ] Ceiling Grid / Above Ceiling Penetrations
- [ ] Tin Cap and Accessories
- [ ] Mop in Progress
- [ ] Roof Cover in Progress
- [ ] Garage Door
- [ ] Shutter

Final Zoning/Landscaping

- [ ] Addition
- [ ] New SFR
- [ ] Slabs / Decks / Patio
- [ ] Pool
- [ ] Fence Screens
- [ ] Screen Enclosure
- [ ] Landscape
- [ ] Spot Survey / Elevation Certificate
- [ ] Final Survey / Elevation Certificate
- [ ] Other_____

Plumbing

- [ ] Consultation
- [ ] Ground Rough
- [ ] Above Ground Rough
- [ ] Top Out
- [ ] Condensate Drains
- [ ] Lawn Sprinklers Rough
- [ ] Lawn Sprinkler Final
- [ ] Gas Rough
- [ ] Gas Final
- [ ] LP Tank
- [ ] Roof Drain
- [ ] Catch Basin

Mechanical

- [ ] Hood Systems
- [ ] Fireplace Final
- [ ] Rough Ductwork
- [ ] Process Piping
- [ ] Cooling / Tower / Chiller Systems
- [ ] Chimney and Vents
- [ ] Spray Booths
- [ ] Refrigerator / Walk Cooler / Freezer
- [ ] Hood Systems Rough
- [ ] Ceiling Radiation Damper
- [ ] Boiler
- [ ] Tanks Above Ground
- [ ] Smoke Dampers
- [ ] Fire Dampers
- [ ] Exhaust Fans / Dryers
- [ ] Underground Piping
- [ ] Jennaire
- [ ] Condense Drains
- [ ] Fireplace Rough / Ventilation
- [ ] Final
- [ ] Other_____

Electrical

- [ ] Central Vacuum Fields

Ex 9

- [ ] Spot Survey / Elevation Certificate
- [ ] Final Survey / Elevation Certificate
- [ ] Final Pool
- [ ] Final Fence
- [ ] Final Screen Enclosure
- [ ] Final Roof
- [ ] Final Shutters
- [X] Final Building
- [ ] Other_____

Fire

- [ ] Sprinkler Undeground Rough / Pressure
- [ ] Sprinklers Above Ground Rough / Pressure
- [ ] 200 PSI Test
- [ ] Hood Fire Supression System
- [ ] Flush Test
- [ ] Final Fire Alarm
- [ ] Final Fire Pump
- [ ] Hydrant Flow Test
- [ ] Emergency Generator
- [ ] Special Extinguishing System
- [ ] LP Gas Tank Final
- [ ] Smoke Control Systems
- [ ] Fire Standpipe
- [ ] Field Storage Tanks
- [ ] Rough Fire Sprinklers
- [ ] Final Fire Sprinklers
- [ ] Final CO
- [ ] Other_____

- [ ] Final Survey / Elevation Certificate
- [ ] Water Service
- [ ] Sewer
- [ ] Final Plumbing
- [ ] Other_____

Public Utilities

- [ ] Driveway Rock Base / Forms
- [ ] Driveway Final
- [ ] Water Service Connection / Backflow
- [ ] Water Service Connection Final / Backflow
- [ ] Sewer Service Tie-In
- [ ] Sewer Service Tie-In Final
- [ ] Drainage Rough
- [ ] Drainage Final / Lamping
- [ ] Civil Site Plan
- [ ] Irrigation Final / Backflow
- [ ] Final Pool Deck
- [ ] Other_____

- [ ] Alarm Final
- [ ] Intercom Final
- [ ] Television Rough
- [ ] Rough Final Alarm
- [ ] Final Fire Alarm
- [ ] Generator Rough
- [ ] Wall Rough
- [ ] Pool Niche Light
- [ ] Miscellaneous Repairs
- [ ] Service Upgrades
- [ ] Central Vacuum Rough
- [ ] Sound Rough
- [ ] Intercom Rough
- [ ] Television Rough
- [ ] Telephone Final

- [ ] Ceiling Rough
- [ ] Rough
- [ ] Slab Grounding
- [ ] Underground Rough
- [ ] Temporary Pole
- [ ] 30 Day Temporary
- [ ] Pool Grounding
- [ ] Final
- [ ] Other_____

The cut off time for submitting inspection requests is 4:30 pm for next business day services. All inspection requests submitted after 4:30 pm would be considered a submittal for the following business day.
(Example: Inspection request submitted for an inspection on Tuesday at 5 pm, this inspection will be scheduled for Thursday)

February 21, 2023



Select One Trade: ■ Building ☐ Electrical ☐ Plumbing ☐ Mechanical ☐ Other _____

Application Number: WM23-000203 Application Date: _____

1

Job Address: 2440 Wilton Dr Unit: _____ City: Wilton Manors

494226050970 $2400

Tax Folio No.: _____ Flood Zn: _____ BFE: _____ Floor Area: _____ Job Value: _____

Commercial

Building Use: _____ Construction Type: Occupancy Group:

Commercial

Present Use: _____ Proposed Use: _____

Description of Work: Removal of existin concrete eybrow located on South side of building. See prints scope

☐ New ☐ Addition ☐ Repair ■ Alteration ☐ Demolition ☐ Revision ☐ Other: _____

Legal Description: WILTON MANORS UNIT 1 AMD PLAT 15-1 B
WILTON MANORS UNIT 1 9-2 BTHAT PT OF LOT 6 F/P/A LOT 8, LOT 7 BLK 28 ☐ Attachment

2

Property Owner: DEE 2031 Property LLC Phone: 954-801-1814 Email: ajsmithmarine@earthlink.net

6192 NW 24 St Boca Raton FL 33434

Owner's Address: _____ City: _____ State: _____ Zip: _____

3

Contracting Co.: ALL BUILDING & CONSTRUCTION Phone: 817-253-0511 Email: CHAZKERR@ME.COM

5079 N DIXIE HWY #149 OAKLAND PARK FL 33334

Company Address: _____ City: _____ State: _____ Zip: _____

WALTER KERR CGC1524049

Qualifier's Name: _____ ☐ Owner-Builder License Number: _____

4

Architect/Engineer's Name: _____ Phone: _____ Email: _____

Architect/Engineer's Address: _____ City: _____ State: _____ Zip: _____

Bonding Company: _____

Bonding Company's Address: _____ City: _____ State: _____ Zip: _____

RECEIVED
MAY 23 2023
BY:

Fee Simple Titleholder's Name (*If other than the owner*) _____

Fee Simple Titleholder's Name
(*If other than the owner*) _____ City: _____ State: _____ Zip: _____

Mortgage Lender's Name: _____

Mortgage Lender's Address: _____ City: _____ State: _____ Zip: _____

9x9

Job Address: 2440 Wilton Dr Unit: City: Wilton Manors

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installatio has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulatin construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance wit all applicable laws regulating construction and zoning.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOU PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAI FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OF RECORDING YOUR NOTICE OF COMMENCEMENT.

X _____
Signature of Property Owner or Agent (Including Contractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 20____ by

_____
(Type/Print Property Owner or Agent Name)

_____
NOTARY'S SIGNATURE as to Owner or Agent's Signature

Notary Name _____
(Print, Type or Stamp Notary's Name)

Personally Known _____ Produced Identification _____

Type of Identification Produced _____

X Walter C Kerr
Signature of Qualifier

STATE OF FLORIDA
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me by means of X physical presence or ___ online notarization, this 22 day of May, 2023 by

Walter C Kerr
(Type/Print Qualifier or Agent Name)

KRISTIN KERR
Notary Public-State of Florida
Commission # GG 982113
My Commission Expires
November 08, 2026

(NOTARY'S SIGNATURE as to Qualifier or Agent's Signature)

Notary Name _____
(Print, Type or Stamp Notary's Name)

Personally Known X Produced Identification _____

Type of Identification Produced _____

RECEIVED
MAY 23 2023

APPROVED BY: _____ Permit Officer Issue Date: _____ Code In Effect: _____
FOR OFFICE USE ONLY FOR OFFICE USE ONLY FOR OFFICE USE ONLY

A jurisdiction may use a supplemental page requesting additional information and citing other conditions, pleas inquire.

Note: If any development work as described in FS 380.04 Sec. 2 a-g is to be performed, a development permit must be obtaine prior to the issuance of a building permit.

EX9

BROWARD COUNTY
PROPERTY APPRAISER

Site Address	2440 WILTON DRIVE, WILTON MANORS FL 33305	ID #	4942 26 05 0970
Property Owner	DEE 2440 PROPERTY LLC	Millage	0912
Mailing Address	6192 NW 24 ST BOCA RATON FL 33434	Use	12-04
Abbr Legal Description	WILTON MANORS UNIT 1 AMD PLAT 15-1 B WILTON MANORS UNIT 1 9-2 B THAT PT OF LOT 6 F/P/A LOT 6, LOT 7 BLK 28		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$450,090	$509,250	$959,340	$959,340	
2022	$450,090	$509,250	$959,340	$959,340	$22,633.53
2021	$450,090	$510,210	$960,300	$960,300	$22,520.44

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$959,340	$959,340	$959,340	$959,340
Portability	0	0	0	0
Assessed/SOH	$959,340	$959,340	$959,340	$959,340
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$959,340	$959,340	$959,340	$959,340

Sales History

Date	Type	Price	Book/Page or CIN
11/15/2017	WD-Q	$1,068,400	114728243
4/3/2014	DRR-T		112215504
3/12/2014	WD-Q	$950,000	112164160
6/7/2004	WD	$1,175,000	37682 / 1756
4/25/2002	WD	$175,000	33116 / 194

Land Calculations

Price	Factor	Type
$30.00	15,003	SF
Adj. Bldg. S.F. (Card, Sketch)		3895
Eff./Act. Year Built: 1989/1959		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
09				WD				
C				WD				
3895				1269.69				

RECEIVED
MAY 31 2023
BY:

Ex 9

Broward County Asbestos Certificate of Submittal

Issue Date: 02/27/2023

Asbestos SRRA ID: 0000146041

Project Name: Club Lit 2440 Wilton Dr

Project Address: 2440 Wilton DR Wilton Manors, FL 33305

Facility/Activity: Commercial, Industrial or Public Building / Renovation

Facility Owner/Operator Andy Martin

Phone: 8018011814

Mailing Address: 6192 NW 24 ST

Email: ajsmithmarine@earthlink.net

Contractor Performing Work:

Phone:

Email:

Estimated Start Date: 03/06/2023

Estimated Finish Date: 03/08/2023

We have reviewed the above project and concluded that it meets the federal, state and county asbestos program requirements.

Be advised that the proposed project may still be subject to Occupational Safety and Health Administration (OSHA) and Florida Building Code requirements.

RECEIVED
MAY 23 2023
BY:

Statement of Responsibilities Regarding Asbestos was electronically signed by:

ALLBANDC	02/15/2023
Applicant	Date

Received by: ALLBANDC 02/27/2023

Page 1 of 1

COMMUNITY DEVELOPMENT SERVICES
(954) 390-2180 FAX: (954) 567-6069

Life's Just Better Here

In accordance with section 21-3 (5) of the City of Wilton Manors Code of Ordinances, hours for construction activity within the City of Wilton Manors are as follows:

Monday through Friday 8:00 a.m. until 7:00 p.m.

Saturday 9:00 a.m. until 5:00 p.m.

Sunday 10 a.m. until 5:00 p.m.

Federal holidays 10:00 a.m. until 5:00 p.m., except for public works transportation projects.

Ex 9

Select One Trade: ☑ Building ☐ Electrical ☐ Plumbing ☐ Mechanical ☐ Other _____

Application Number: _____ Application Date: _____

1

Job Address: 2440 Wilton Dr Unit: _____ City: Wilton Manors

Tax Folio No.: _____ Flood Zn: ____ BFE: ____ Floor Area: 3,895 Job Value: _____

Building Use: Commercial Construction Type: IIB Occupancy Group: B

Present Use: Commercial Proposed Use: _____

Description of Work: _____

☐ New ☐ Addition ☐ Repair ☐ Alteration ☐ Demolition ☐ Revision ☑ Other: Inspection

Legal Description: 40/50 year re-certification report ☐ Attachment

2

Property Owner: DEE 2031 PROPERTY LLC Phone: (954) 579-5400 Email: deeproperties@live.com

Owner's Address: 6192 NW 24 St City: Boca Raton State: FL Zip: 33434

3

Contracting Co.: _____ Phone: _____ Email: _____

Company Address: _____ City: _____ State: ____ Zip: _____

Qualifier's Name: _____ ☐ Owner-Builder License Number: _____

4

Architect/Engineer's Name: Akouri Consuting Engineers Phone: (954) 989-8885 Email: george@akouri.net

Architect/Engineer's Address: 4651 Sheridan St #260 City: Hollywood State: FL Zip: 33021

Bonding Company: _____

Bonding Company's Address: _____ City: _____ State: ____ Zip: _____

Fee Simple Titleholder's Name (*If other than the owner*) _____

Fee Simple Titleholder's Name (*If other than the owner*) _____ City: _____ State: ____ Zip: _____

Mortgage Lender's Name: _____

Mortgage Lender's Address: _____ City: _____ State: ____ Zip: _____

9

Job Address: 2440 Wilton Dr Unit: _____ City: Wilton Manors

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

x _____
Signature of Property Owner or Agent (Including Contractor)

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or ___ online notarization, this 6 day of June, 2023 by

Andy Martin
(Type/Print Property Owner or Agent Name)

_____
NOTARY'S SIGNATURE as to Owner or Agent's Signature

Notary Name KRISTINA AKOURI
(Print, Type or Stamp Notary's Name)

KRISTINA AKOURI
MY COMMISSION # GG956112
EXPIRES: February 06, 2024

Personally Known ✓ Produced Identification ✓

Type of Identification Produced Driver License

x _____
Signature of Qualifier

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this 6 day of June, 2023 by

GEORGE AKOURI
(Type/Print Qualifier or Agent Name)

_____
NOTARY'S SIGNATURE as to Qualifier or Agent's Signature

Notary Name KRISTINA AKOURI
(Print, Type or Stamp Notary's Name)

KRISTINA AKOURI
MY COMMISSION # GG956112
EXPIRES: February 06, 2024

Personally Known ✓ Produced Identification ___

Type of Identification Produced _____

APPROVED BY: _____ Permit Officer (FOR OFFICE USE ONLY) Issue Date: _____ (FOR OFFICE USE ONLY) Code in Effect: _____ (FOR OFFICE USE ONLY)

A jurisdiction may use a supplemental page requesting additional information and citing other conditions, please inquire.

Note: If any development work as described in FS 380.04 Sec. 2 a-g is to be performed, a development permit must be obtained prior to the issuance of a building permit.

Ex 9

ELECTRICAL SAFETY INSPECTION REPORT FORM

Inspection Firm or Individual Name: Akouri Consulting Engineers
Address: 4651 Sheridan Street Suite 260, Hollywood, FL 33021
Telephone Number: 954-989-8885
Inspection Commenced Date: 2/9/22 Inspection Completed Date: 2/9/22

✓ No Repairs Required Repairs are required as outlined in the attached inspection report

GEORGE AKOURI LICENSE No. 49526 STATE OF FLORIDA PROFESSIONAL ENGINEER

Licensed Professional,
Engineer/Architect Name: George Akouri M.S.C.E., P.E.
License Number: 49526

I am qualified to practice in the discipline in which I am hereby signing,
Signature [signature] Date: 2/12/22

OK 2/24/22

This report has been based upon the minimum inspection guidelines for building safety inspection as listed in the Broward County Board of Rules and Appeals' Policy #05-05. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the electrical system, based upon careful evaluation of observed conditions, to the extent reasonably possible

DESCRIPTION OF STRUCTURE

a. Name on Title:	DEE 2440 PROPERTY LLC
b. Street Address:	2440 WILTON DRIVE, WILTON MANORS FL 33305
c. Legal Description:	WILTON MANORS UNIT 1 AMD PLAT 15-1 B WILTON MANORS UNIT 1 9-2 B T
d. Owner's Name:	DEE 2440 PROPERTY LLC
e. Owner's Mailing Address:	6192 NW 24 ST BOCA RATON FL 33434
f. Folio Number of Property on which Building is Located:	4942 26 05 0970
g. Building Code Occupancy Classification:	B
h. Present Use:	Business
i. General Description, Type of Construction: II-B	Square Footage: 3,895 Number of Stories: 1
j. Special Features: None	RECEIVED FEB 17 2023 BY:
k. Additional Comments: The building is electrically safe for its intended use and occupancy.	

5.89

Ex 9

MINIMUM GUIDELINES AND INFORMATION FOR RECERTIFICATION OF ELECTRICAL SYSTEMS OF FORTY (40) YEAR STRUCTURES

1. ELECTRIC SERVICE

1. Size:	Amperage		Fuses	X	Breakers	X
2. Phase:	Three Phase	☐	Single Phase	☑	Needs Repair	☐
3. Condition:	Good	☑	Fair	☐		

Comments:
There are 2 (two) main disconnects:
#1- 400A, 1Ø,120/240V
#1- 200A, 1Ø,120/240V

2. METER AND ELECTRIC ROOM

1. Clearances:	Good	☑	Fair	☐	Requires Correction	☐

Comments:
Meters located on exterior wall.

3. GUTTERS

Location:	Good	☑	Requires Repair	☐
Taps and Fill:	Good	☑	Requires Repair	☐

Comments:

5.89a

Ex 9

4. ELECTRICAL PANELS

Location: Good ☑ Needs Repair ☐

1. Panel #( )

Good ☐ Needs Repair ☐

2. Panel #( )

Good ☐ Needs Repair ☐

3. Panel #( )

Good ☐ Needs Repair ☐

4. Panel #( )

Good ☐ Needs Repair ☐

5. Panel #( )

Good ☐ Needs Repair ☐

Comments:

5. BRANCH CIRCUITS:

1. Identified: Yes ☑ Must be identified ☐

2. Conductors: Good ☑ Deteriorated ☐ Must be replaced ☐

Comments:

5.89b

Ex 9

6. GROUNDING SERVICE:

Good ☑ Repairs Required ☐

Comments:

7. GROUNDING OF EQUIPMENT:

Good ☑ Repairs Required ☐

Comments:

8. SERVICE CONDUITS/RACEWAYS:

Good ☑ Repairs Required ☐

Comments:

9. SERVICE CONDUCTOR AND CABLES:

Good ☑ Repairs Required ☐

Comments:

5.89c

10. TYPES OF WIRING METHODS:

Conduit Raceways:	Good	☑	Repairs Required	☐
Conduit PVC:	Good	☐	Repairs Required	☐
NM Cable:	Good	☐	Repairs Required	☐
BX Cable:	Good	☐	Repairs Required	☐

11. FEEDER CONDUCTORS:

Good ☑ Repairs Required ☐

Comments:

12. EMERGENCY LIGHTING:

Good ☑ Repairs Required ☐

Comments:

13. BUILDING EGRESS ILLUMINATION:

Good ☑ Repairs Required ☐

Comments:

9x9

14. FIRE ALARM SYSTEM:

Good ☐ Repairs Required ☐

Comments:
There is no fire alarm system.

15. SMOKE DETECTORS:

Good ☐ Repairs Required ☐

Comments:
There are no smoke detectors.

16. EXIT LIGHTS:

Good ☑ Repairs Required ☐

Comments:

17. EMERGENCY GENERATOR:

Good ☐ Repairs Required ☐

Comments:
There is no generator. Not required.

5.89e

EK9

18. WIRING IN OPEN OR UNDER COVER PARKING GARAGE AREAS:

Good ☑ Repairs Required ☐

Comments:
There is an open parking area.

19. OPEN OR UNDERCOVER PARKING GARAGE AREAS AND EGRESS ILLUMINATION:

Good ☑ Repairs Required ☐

Comments:
There is an open parking area.

20. SWIMMING POOL WIRING:

Good ☐ Repairs Required ☐

Comments:
There is no swimming pool.

21. WIRING TO MECHANICAL EQUIPMENT:

Good ☑ Repairs Required ☐

Comments:

5.89f

EX 9

22. ADDITIONAL COMMENTS:

The building is electrically safe for its intended use and occupancy.

5.89g

Ex 9

Inspection Firm or Individual Name: Akouri Consulting Engineers
Address: 4651 Sheridan Street Suite 260, Hollywood, FL 33021
Telephone Number: 954-989-8885
Inspection Commenced Date: 06/09/2023 Inspection Completed Date: 06/09/2023

✓ No Repairs Required Repairs are required as outlined in the attached inspection report

Licensed Professional,
Engineer/Architect Name: George Akouri M.S.C.E., P.E.
License Number: 49526

I am qualified to practice in the discipline in which I am hereby signing
Signature [signature] Date: 6/9/23

GEORGE AKOURI LICENSE No. 49526 STATE OF FLORIDA PROFESSIONAL ENGINEER 6/9/23

This report has been based upon the minimum inspection guidelines for building safety inspection as listed in the Broward County Board of Rules and Appeals' Policy #05-05. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the structure, based upon careful evaluation of observed conditions, to the extent reasonably possible

DESCRIPTION OF STRUCTURE					
a. Name on Title:	DEE 2440 PROPERTY LLC				
b. Street Address:	2440 WILTON DRIVE, WILTON MANORS FL 33305				
c. Legal Description:	WILTON MANORS UNIT 1 AMD PLAT 15-1 B WILTON MANORS UNIT 1 9-2 B THAT PT OF LOT 6 F/P/A LOT 6, LOT 7 BLK 28				
d. Owner's Name:	DEE 2440 PROPERTY LLC				
e. Owner's Mailing Address:	6192 NW 24 ST BOCA RATON FL 33434				
f. Folio Number of Property on which Building is Located:	4942 26 05 0970				
g. Building Code Occupancy Classification:	B				
h. Present Use:	Business				
i. General Description, Type of Construction:	II-B	Square Footage:	3,895	Number of Stories:	1
j. Special Features: None					
k.Addition Comments: The building is structurally safe for its intended use and occupancy. The repairs were performed in accordance with the permit #WM23-000203.					

Ex 10

5.88f

l. Additions to original structure:

None

2. PRESENT CONDITION OF STRUCTURE
a. General alignment (Note: good, fair, poor, explain if significant):
1. Bulging: Fair based on wear and tear no significant defects.
2. Settlement: Fair based on wear and tear no significant defects.
3. Deflections: Fair based on wear and tear no significant defects.
4. Expansion: Fair based on wear and tear no significant defects.
5. Contraction: Fair based on wear and tear no significant defects.
b. Portion showing distress (Note, beams, columns, structural walls, floor, roofs, other):
None of the structural members under distress.
c. Surface conditions – describe general conditions of finishes, noting cracking, spalling, peeling, signs of moisture penetration and stains:
Good condition.
d. Cracks – note location in significant members. Identify crack size as HAIRLINE if barely discernible; FINE if less than 1 mm in width; MEDIUM if between 1 and 2 mm width; WIDE if over 2 mm:
Hairline cracks on exterior walls.

5.88g

Ex D

e. General extent of deterioration – cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood:

Hairline cracks on exterior walls.

f. Previous patching or repairs:

None observed.

g. Nature of present loading indicate residential, commercial, other estimate magnitude:

Commercial

3. INSPECTIONS

a. Date of notice of required inspection: 2-9-22

b. Date(s) of actual inspection: 2-9-22

c. Name and qualifications of individual submitting report:

George Akouri, P.E.

d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures:

Not required

e. Structural repair-note appropriate line:

1. None required: X

2. Required (describe and indicate acceptance):

4. SUPPORTING DATA

a. None sheet written data

b. None photographs

c. None drawings or sketches

5.88h

EQ|V

5. MASONRY BEARING WALL = Indicate good, fair, poor on appropriate lines:
a. Concrete masonry units: Good
b. Clay tile or terra cota units: None
c. Reinforced concrete tie columns: Good
d. Reinforced concrete tie beams: Good
e. Lintel: Good
f. Other type bond beams: None
g. Masonry finishes -exterior: Good
1. Stucco: Good
2. Veneer: None
3. Paint only: Good
4. Other (describe):
h. Masonry finishes - interior:
1. Vapor barrier: None visible
2. Furring and plaster: Good
3. Paneling: None
4. Paint only: Good
5. Other (describe):
i. Cracks:
1. Location – note beams, columns, other: Exterior walls
2. Description: Hairline cracks on exterior walls.
j. Spalling:
1. Location – note beams, columns, other:
2. Description: None
k. Rebar corrosion-check appropriate line:
1. None visible: X
2. Minor-patching will suffice:
3. Significant-but patching will suffice:

Ex 10

4. Significant-structural repairs required:

l. Samples chipped out for examination in spall areas:

1. No: X

2. Yes – describe color, texture, aggregate, general quality:

6. FLOOR AND ROOF SYSTEM

a. Roof:

1. Describe (flat, slope, type roofing, type roof deck, condition):

Flat modified bitumen over steel joists roof framing system. Good condition.

2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of support:

Air conditioning supports in good condition.

3. Note types of drains and scuppers and condition:

Gutter and downspout. Good condition.

b. Floor system(s):

1. Describe (type of system framing, material, spans, condition):

Concrete slab on grade first floor, concrete system second floor. Good condition.

c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members:

Ceiling tiles were removed and framing members were inspected.

7. STEEL FRAMING SYSTEM

a. Description:

Steel joists.

Ex 10

b. Exposed Steel- describe condition of paint and degree of corrosion:

No exposed steel.

c. Concrete or other fireproofing – note any cracking or spalling and note where any covering was removed for inspection:

None observed

d. Elevator sheave beams and connections, and machine floor beams – note condition:

There is no elevator. Not required.

8. CONCRETE FRAMING SYSTEM

a. Full description of structural system:

Concrete slab on grade first floor, concrete system second, masonry walls, tie beams, and flat modified bitumen over steel joists framing system.

b. Cracking:

1. Not significant: X
2. Location and description of members affected and type cracking:

c. General condition:

Good condition

d. Rebar corrosion – check appropriate line:

1. None visible: X
2. Location and description of members affected and type cracking:
3. Significant but patching will suffice:
4. Significant – structural repairs required (describe):

e. Samples chipped out in spall areas:

1. No: X
2. Yes, describe color, texture, aggregate, general quality:

5.88k

Ex 10

9. WINDOWS
a. Type (Wood, steel, aluminum, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other): Fixed
b. Anchorage- type and condition of fasteners and latches: Good
c. Sealant – type of condition of perimeter sealant and at mullions: Good
d. Interiors seals – type and condition at operable vents: None
e. General condition: Good condition

10. WOOD FRAMING
a. Type – fully describe if mill construction, light construction, major spans, trusses: This is not a wood building
b. Note metal fitting i.e., angles, plates, bolts, split pintles, other, and note condition: None
c. Joints – note if well fitted and still closed: None
d. Drainage – note accumulations of moisture: None observed.
e. Ventilation – note any concealed spaces not ventilated: None observed.
f. Note any concealed spaces opened for inspection: Not necessary

E & 10

LOGOUT

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Navigate to...

VIEW PERMIT

Home / Services / Permits / View Permit

View other Permits on this project

Permit #: WM23-000203
Project #: 12-001870
Status: Finaled
Balance Due: $0.00
Address: 2440 WILTON DR
Description: Removal of existing concrete eyebrow located on South side of building.



Permit Reviews Documents Inspections

Date	Type	File Name	Description
06/08/23	Other	23-203.pdf	PERMIT PICKED UP
05/31/23	Email	Permit Ready for Pick up.htm	Permit Ready for Pick up for WM23-000203

Ex 11

Date	Type	File Name	Description
05/31/23	Other	WM23-000203 Permit Card.pdf	WM23-000203 Permit Card
05/31/23	Other	WM23-000203 Approved Permit Packet.pdf	WM23-000203 Approved Permit Packet
05/23/23	Online Document Upload	Site plan 2440 Wilton Dr.pdf	Plan and scope
05/23/23	Online Document Upload	Rev Smoke permit app 2440 Wilton Dr. .pdf	Revised application
05/23/23	Online Document Upload	Inspections required 2440 Wilton Dr.pdf	Inspections required
05/23/23	Online Document Upload	Club SRRA Asbestos Cert 2440 Wilton.pdf	Asbestos Cert
02/21/23	Email	Standard Email.htm	Standard Email
02/21/23	Merge document	Inspections Required.htm	Inspections Required - WM23-000203
02/17/23	Online Document Upload	22-498 ELECTRICAL SAFETY INSPECTION REPORT.pdf	Electrical safety inspection report
02/17/23	Online Document Upload	A-1 Bldg 2440 Prints:Scope.pdf	Prints with scope of work
02/17/23	Permit Checklist	Club permit app 2440 Wilton.pdf	

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Ex 11

LOGOUT

Life's Just Better Here

Navigate to...

VIEW PERMIT

Home / Services / Permits / View Permit

Make a payment

Upload documents

View other Permits on this project

Permit #: WM22-000498
Project #: 12-001870
Status: Void
Balance Due: $0.00
Address: 2440 WILTON DR
Description: 40 YEAR INSPECTION



Permit | Reviews | Documents | Inspections

Task	Department	Start	Completion	Status
Submittal Review	Community Development	03/30/22	03/30/2022	Approved

Exh 11

Task	Department	Start	Completion	Status
Electrical Review	Community Development	03/30/22	03/31/2022	Approved
Structural Review	Community Development	03/30/22	04/07/2022	Denied VIEW COMMENTS →
Review Complete	Community Development	03/30/22	04/08/2022	Denied
Submittal Review	Community Development	04/27/22	04/27/2022	Approved
Structural Review	Community Development	04/27/22	05/04/2022	Denied VIEW COMMENTS →
Review Complete	Community Development	04/27/22	05/04/2022	Denied
Submittal Review	Community Development	07/15/22	07/15/2022	Approved with Comments
Structural Review	Community Development	07/15/22	07/16/2022	Denied VIEW COMMENTS →
Review Complete	Community Development	07/15/22	07/18/2022	Denied

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Ex 11

40/50 Year Inspection for 2031 & 2440 Wilton Drive

Andy Martin <andymartinsp@gmail.com>
To Abelardo Albarre

Reply | Reply All | Forward

Mon 12/1/2023 8:

EXTERNAL EMAIL WARNING!

THIS IS AN EMAIL FROM AN OUTSIDE SENDER!

Do not reply to it, click any links, or open any attachments unless you recognize the sender's email address as legitimate and know the content is safe.
If you have any concerns, call the Help Desk at (904)-688-2211 Ext:1.

Abel,

My apologies for not getting back with you earlier on this. I recently moved and the files I needed were misplaced, but I did locate them this weekend.

The 40/50 Year Inspection was completed under Permit Number #WM23-000202 for 2031 Wilton Drive. The 40/50 Year Inspection was completed under Permit Number #WM23-000203 for 2440 Wi
Drive. I'm not sure why new permit numbers were issued for the projects, because they don't match the numbers you mentioned. If you need me to bring in the files with the completed permits, pleas
me know.

Thank you,
Andy Martin
Dee Properties, LLC

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LOGOUT

Issued

Navigate to...

VIEW PERMIT

Home / Services / Permits / View Permit

Make a payment

Upload documents

View other Permits on this project

Permit #: WM25-001714
Project #: 24-001395
Status: Finaled
Balance Due: $0.00
Address: 2440 WILTON DR
Description: 40/50 Year Update



Permit Reviews Documents Inspections

Ex 13

Permit #:
WM25-001714
Permit Type:
Building Permit

Sub Type:

Building Safety Inspection Report

Issue Date:

12/04/2025

Expiration Date:

03/04/2026

Use of Building:

Commercial

Valuation (Job Cost):

2400

Notes:

All the files are together, because the system won't let me upload multiple files This is from June 9, 2023

Charge Police Impact Fee:

No

Charge Fire Impact Fee:

No

Charge Parks and Recreation Impact Fee:

No

Charge Library Impact Fee:

No

Charge General Government Impact Fee:

No

Charge Affordable Housing Fee:

No

Email:

AndyMartinSP@gmail.com

Property Owners Email:

AndyMartinSP@gmail.com

Contact Information

Contractor:

Architect:

Mechanical:

Plumber:

Electrician:

Roofer:

Other:

Other:

Fire Sprinklers:

Fire Alarms:

Building Information

Present Use:

Proposed Use:

# of Bedrooms:

# of Baths:

Square Footage:

# of Dwelling Units:

NOC Required (Check if Recorded):

No

Owner Builder:

No

# of Tents/Canopys:

Special Inspector:

No

Permit Checklist (http://www2.citizenserve.com/Documents/125/PermitChecklist.pdf):

2440 Wilton BSIR and Apps.pdf

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Ex 13

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Finaled

LOGOUT

Navigate to...

VIEW PERMIT

Home / Services / Permits / View Permit

Make a payment

Upload documents

View other Permits on this project

Permit #: WM25-001714
Project #: 24-001395
Status: Finaled
Balance Due: $0.00
Address: 2440 WILTON DR
Description: 40/50 Year Update



Permit Reviews Documents Inspections

Task	Department	Start	Completion	Status
Submittal Review	Community Development	12/02/25	12/03/2025	Approved

Ex 14

Task	Department	Start	Completion	Status
Structural Review	Community Development	12/03/25	12/04/2025	Approved
Review Complete	Community Development	12/03/25	12/03/2025	Approved
Electrical Review	Community Development	12/03/25	12/03/2025	Approved

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Ex 14

CITY OF WILTON MANORS, FLORIDA
Wilton Manors Police Department
Code Compliance Unit
2020 Wilton Drive, Wilton Manors, FL 33305
(954) 390 2151
www.wmpd.org

SPECIAL MAGISTRATE FINAL ORDER- LIEN REDUCTION

IN RE: Case No. 22-000244

CITY OF WILTON MANORS
Petitioner
vs.
Dee 2440 Property LLC
Respondent

Hearing Date: March 4, 2026
Violation(s): Broward County Administrative Code of the Florida Building Code

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. Proper notice of this hearing was provided to **Respondent** by the **Petitioner** City pursuant to the lien reduction application, thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing. The record indicates that the Respondent owns/resides at real property located at: 2440 WILTON DRWilton Manors, FL 33305 , and more particularly described as follows: Folio No.: 494226050970

Based upon the:

1. Nature and gravity of the violation;
2. Any actions taken by the owner to correct the violation;
3. The length of time between the ordered compliance date and the date the violation was eliminated:
4. Any actual costs expended by the owner to cure the violation as provided by supporting documentation, including payment of City licensing or permit fees;
5. Any other prior or current violations committed by the owner on the subject property or upon any other property owned by the owner within the City;
6. Repeat violations committed by the same owner regardless of whether they are on the same property;
7. Costs incurred by the City to abate the violation and prosecute the case, including administrative and overhead expenditures;
8. Evidence presented at the hearing and statements made by the **Respondent**;
9. The **Respondent's** Lien Reduction Application; and;
10. The evidence and testimony submitted by the **Petitioner**;

Pursuant to §2-25 of the City Code, the **Respondent's** lien reduction request is hereby:

- ✓ GRANTED, as good cause to reduced the fine is found:
- o DENIED:
- o Continued to: _____ at 9:00 a.m. at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305

The original fine $ 188,400.00 is hereby reduced to $ 94,911.00 as the subject property ___ is owner occupied, or ✓ is not owner occupied. The reduced amount is inclusive of all City incurred costs and expenses. If this box is checked,___ , the Special Magistrate hereby finds that the Respondent is experiencing an extreme hardship pursuant §2-25 of the City code.

The reduced amount is contingent on full payment within (60) days from the date of this order. If this box is checked, ___ , the Special Magistrate specifically found that additional time to pay was warranted and the reduced amount must be paid no later than 5/3/26. If the reduced amount is not paid in full by the date provided by this order, the original fine amount shall be automatically reinstated.

Applicant may appeal this Order to the City Commission by filing a written notice of appeal within ten (10) days of the date of this order. Applicant will be notified in writing of the scheduled date of the hearing at least five (5) days prior to the hearing date. Applicant shall, in addition to any reduced lien amount, pay to the City an amount determined by the City Commission to be reasonably related to the City's administrative costs of enforcing the City code and collecting the lien amount, included but not limited to attorneys fees. Please submit your appeal to lienreductions@wmpd.org.

Ex 15

Done and Ordered this 4 day of March, 2026 CITY OF WILTON MANORS, FLORIDA

Clerk to the Special Magistrate

Theresa Edwards
SPECIAL MAGISTRATE

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 4 day of March, 2026 by ☑ Theresa Edwards or ☐ Andre McKenney and Izabella Mesa, Special Magistrate and Clerk to the Special Magistrate respectively, who are personally known to me or have produced _____ as identification

SWORN TO AND SUBSCRIBED BEFORE ME this 4 day of March, 2026

Notary Public

My Commission Expires:

Serial Number, If any:

Rachelle Malaczewski
Commission # HH 647510
My Commission Expires 03-09-2029
Bonded Through - Cynanotary
Florida - Notary Public

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent by Regular U.S. Mail and Certified/Return Receipt this 4 day of March, 2026 to the RESPONDENT.

Special Magistrate Clerk, Izabella Mesa

Ex 15

WILTON MANORS POLICE DEPARTMENT
CODE COMPLIANCE UNIT
Gary Blocker
Chief of Police
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LIEN REDUCTION REQUEST PACKET SUBMISSION INSTRUCTIONS

RETURN VIA: Email: lienreductions@wmpd.org
Subject Line: Request for Lien Reduction – (Property Address)
*Please make sure your receipt is emailed with packet

Mail or in person: ATTN: Lien Reduction Requests
Wilton Manors Police Department
Code Compliance Unit
2020 Wilton Drive
Wilton Manors, FL 33305

Dee 2440

WILTON MANORS POLICE DEPARTMENT
CODE COMPLIANCE UNIT
Gary Blocker
Chief of Police
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APPLICATION FOR LIEN REDUCTION REQUEST – SPECIAL MAGISTRATE

Date: February 6, 2026 Case #: 22-000244

Applicant Name: Dee 2440 Property LLC

Title: Andy Martin, Manager/Member

Relationship to the Property: Attorney for Dee 2440 Property LLC is Tom Runyan

I am the owner of the property or I have submitted the appropriate documentation or Notice of Appearance to the City stating that I am authorized to bring this application on behalf of the owner as Attorney (Attorney, Personal Representative of the Estate, Officer of the Corporation, Trustee, etc.)

Address: 1301 E Oakland Park Blvd, Oakland Park, FL 33334

Phone number(s): 954-561-9466

E-Mail: tom@runyanlawfirm.com

Legal Representation (if applicable):

Tom Runyan, Esq 954-561-9466

Name Phone number

Address: 1301 E Oakland Park Blvd, Oakland Park, FL 33334

E-Mail: tom@runyanlawfirm.com

Note: Legal representatives shall also sign this application packet.

§2-25. Lien Reduction Procedures.

The following criteria must be complied with prior to a lien reduction hearing before the Special Magistrate:

A signed application for lien reduction from any order imposing a fine or lien by a Special Magistrate must be filed with the Code Compliance unit. The City will process an application for lien reduction provided the subject code case is in compliance, and no other code violations exist on the subject property or any other property within the City owned by the violator. The City will prepare a written analysis of the lien reduction factors to be considered by the Special Magistrate and supplement the record with such written analysis.

The application must include:

- Name, address, and signature of the applicant. In the event the applicant is not the owner of the property, written consent to apply for the lien reduction from the owner shall be required.
- If represented by an attorney, the name and address of the attorney must also be given; and the attorney must either file a notice of appearance or must sign the application.
- Address, or brief legal description, or both, of the property on which the violation occurred.
- Address, or brief legal description, or both, of all real property owned by the applicant located in the City of Wilton Manors.
- Details, including supporting documentation, identifying any and all code violations and code liens on all real property owned by the property owner located in the City of Wilton Manors within the past five (5) years.
- **A non-refundable application fee as prescribed in the City's fee schedule with a added non-refundable fee for each additional lien recorded against the property. The application fees may be amended by resolution of the City Commission.**
- A brief explanation of the reduction sought, along with all relevant and supporting documentation and evidence, including but not limited to the reason(s) why the lien should be reduced.
- If the lien reduction request is based upon financial inability, a financial affidavit must be filed with supplemental information that shall include bank account statements for at least six (6) months, and federal income tax returns and supporting documents for the last three (3) years. The financial affidavit and supporting documentation shall be submitted by the property owner and any tenant occupying the property that has caused the violations which have resulted in the lien.
- If the lien amount exceeds the equity in the subject property, written documentation to support this contention must be provided. Such information shall include a current appraisal or Broward County Property Appraiser's latest valuation.

Applicant acknowledges and agrees that:

- Reduction is strictly discretionary by the Special Magistrate.
- Applicant waives their right, if any, to seek judicial review of the Special Magistrate's discretionary decision whether or not to reduce the lien.
- Applicant shall have thirty (30) days from receipt of notice from the City to comply with any outstanding issues. Should the applicant fail to do so, the application will be deemed withdrawn, and should the applicant desire to again request a reduction of lien, a new application will need to be filed, including payment of the required application fee(s).
- Any reduction granted shall be contingent upon payment within sixty (60) days of the order. The Special Magistrate may grant additional time to remit payment to the City and such additional time must be specified in the order. Failure to remit payment to the City by the date ordered shall cause the original fine to be reinstated.

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CODE COMPLIANCE UNIT

Gary Blocker
Chief of Police

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A party requesting a lien reduction must submit a complete lien reduction application to the Code Compliance Department upon receiving verification that all conditions are complied with as stated in § 2-25 of the City's Code of Ordinances. The Code Compliance Administrator or designee will process the application and determine that all required criteria have been complied with under § 2-25 of the City's Code of Ordinances. If the Applicant does not qualify for a hearing under § 2-25 of the City's Code of Ordinances, the party will be notified in writing of the reasons that the Applicant does not qualify. If the reduction application is complete, the case will be placed on the next available Special Magistrate Hearing. The appealing party will be notified in writing of the scheduled date of the hearing at least five (5) days prior to the hearing date. A party receiving a lien reduction, shall, in addition to any reduced lien amount, pay to the city an amount determined by the Special Magistrate to be reasonably related to the city's administrative costs of enforcing the City Code and collecting the lien amount.

All applicants may appeal the Special Magistrate's decision to the City Commission. The applicant's notice of appeal must be provided to the City in writing within ten (10) days of the date of the order. The notice of appeal shall include any and all reasons why the applicant believes that the Special Magistrate's order should be overturned along with all supporting documents. The appealing party will be notified in writing of the scheduled date of the hearing at least five (5) days prior to the hearing date. A party receiving a lien reduction, shall, in addition to any reduced lien amount, pay to the City an amount determined by the City Commission to be reasonably related to the City's administrative costs of enforcing the City code and collecting the lien amount. The City Commission may affirm, reverse, or modify the Special Magistrate's order. The application fee, if any, to appeal the matter to the City Commission may be established by resolution of the City Commission.

☒ xx I certify the aforementioned listed property is in compliance with the ordinances of the City of Wilton Manors and there are no outstanding code violations.

☒ xx I certify that I have read and understand the aforementioned listed regulations and I have complied with all applicable mandates prior to submitting this application.

Signature	Andy Martin, Mgr	2-6-26
	Print Name	Date
Signature (Legal Representative – if applicable)	Tom Runyan, Esq.	2-6-26
	Print Name	Date

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Gary Blocker
Chief of Police

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LIEN REDUCTION REQUEST QUESTIONNAIRE

INSTRUCTIONS: Please complete this form in its entirety. If a question does not apply indicate so with "N/A".

1. What is the address of the property where the lien exists? 2440 wilton drive, wilton manors fl 33305

2. Who is the current property owner? dee 2440 property llc

3. Is the applicant the current property owner? ■ Yes ☐ No. ***If the applicant is not the owner, a notarized letter from the property owner or legal representative authorizing the applicant to represent the property owner shall be submitted with your packet.***

4. Who is requesting the lien reduction *(title, name, company name)?* tom runyan, esq, The Runyan Law Firm pa

5. What is your relationship to the property owner? ATTORNEY

6. Has the violation(s) been complied? ■ Yes ☐ No.

7. Are there any other outstanding violations at the property? ☐ Yes ■ No. If yes, what violation(s) currently exist?

8. Does the property owner own any additional real property(ies) in the City of Wilton Manors? ☐ Yes ■ No.

9. If you answered yes to #8, list the address to the property(ies).

10. If you answered yes to #8, are there any existing code violations at these properties? ☐ Yes ☐ No ☐ N/A.

11. If you answered yes to #8, are there any existing code liens at these properties? ☐ Yes ☐ No ☐ N/A.

12. If you answered yes to #10 and/or #11, provide details including but not limited to supporting documentation identifying any and all code violations and code liens within the past 5 years, lien amounts, etc.

13. Does the lien amount exceed the equity in the subject property? ☐ Yes ■ No. If yes, the applicant shall provide written documentation to support this contention. Such information shall include a current appraisal or Broward County Property Appraiser's latest valuation.

14. Is/Has this property been the focus of any foreclosure proceedings? ☐ Yes ■ No. If yes, what was/is the date of foreclosure? _____

15. What banks are involved in these foreclosure proceedings or any other proceedings involving this property and/or lien reduction request?
NA

16. Is this property currently listed "For Sale"? ☐ Yes ■ No. If yes, who is the listing real estate agent and real estate company? _____

17. If you answered "yes" to #15, what is the listing price? _____

18. If you answered "yes" to #15, is there currently a pending sale contract? ☐ Yes ☐ No ☐ N/A. If yes, what is the closing date? _____

19. Have all outstanding debts to include but not limited to utility liens, property maintenance fees, Special Magistrate administrative fees and any applicable taxes been satisfied? ■ Yes ☐ No. If no, what remains to be satisfied?

_____

_____

20. Is this property currently registered pursuant to the City's vacant/abandoned property registration program (Ordinance Section 13-29(g))? ☐ Yes ■ No. If no, please inquire with our Code Compliance Unit to assist you with identifying whether or not this property is required to be registered.

21. Is the lien reduction request based upon a financial hardship? ☐ Yes ■ No. If yes, the attached financial affidavit must be completed with supplemental information that shall include bank account statements for at least six (6) months, and federal income tax returns and supporting documents for the last three (3) years. (*Affidavit is attached to this packet*)

22. Is the lien reduction request based upon any other hardship? ■ Yes ☐ No. If yes, you must explain the hardship in question #24, and the applicant shall attach any and all documents and information to this packet to support a claim of hardship.

23. Do you understand the requirement for you to provide the City proof of notice prior to the public hearing, and that your failure to provide this proof of notice shall result in your request not being heard by the Special Magistrate. ■ Yes ☐ No.

24. Provide an explanation of the reduction sought to include any claims of hardship to include financial hardship, including but not limited to the reasons why the lien should be reduced. ***All relevant and supporting documentation and evidence to support this request to include hardships shall be submitted with this packet.*** *If the lien reduction request is based upon financial inability, a financial affidavit must be filed with supplemental information that shall include bank account statements for at least six (6) months, and federal income tax returns and supporting documents for the last three (3) years. The financial affidavit and supporting documentation shall be submitted by the property owner and any tenant occupying the property that has caused the violations which have resulted in the lien.*

During the time period of this Code Lien, the original manager/owner, Anthony Deriggi's health had declined to such a state that he was unable to properly run the property. He passed away in March 2023 and the attention to this matter was not noticed in time to correct. Once the estate was settled and ownership of Dee 2031 Property LLC was passed to Andy Martin, he was able to bring the property into compliance, he thought, by June 2023 of having the required 40 year inspection completed and was told by contractor that everything was completed. The reports that were submitted to the City were all dated in June 2023 and the City did sign off on them to bring the Property into compliance when Mr Martin was made aware that fines were still accruing. We are asking the Magistrate and the City to bring the compliance date to the date of the reports in June 2023.

Anthony DeRiggi was a long-time owner of many commercial and residential properties in Wilton Manors. After his death, Andy Martin has now assumed all responsibilities and has aggressively brought different properties into compliance and he seeks to continue to keep his commercial properties open and in the rental business.

He is asking for the maximum reduction during the Lien Reduction Period and seeks to be on the March 4, 2026 Magistrate hearing.

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CERTIFICATION OF TRUTH, ACCURACY AND AUTHENTICITY

I certify under penalty of perjury and law, this Lien Reduction Request Packet has been thoroughly completed using truthful, accurate and authentic information and supporting documents. I understand I and parties associated with providing false or misleading information may be investigated by law enforcement, and if appropriate, criminally charged.

Signature of Applicant

Signature of Legal Representative (if applicable)

Andy Martin

Printed name of Applicant

Tom Bunyan, ESQ

Printed name of Legal Representative (if applicable)

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO (or affirmed) and subscribed before me by means of [X] physical presence or

[ ] online notarization, this 6 day of February 2026, by Tom Bunyan & Andy Martin

NOTARY PUBLIC DANA J WEATHERWAX

X Personally Known Bunyan

OR

X Produced Identification Martin

FL Drivers License

Type of Identification Produced

DANA JOAN WEATHERWAX
MY COMMISSION # HH 686274
EXPIRES: October 9, 2029

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CHECKLIST - LIEN REDUCTION REQUEST PACKET

1. Did you review and understand the lien reduction procedures? ■ Yes ☐ No

2. Did you check the box certifying the property is in compliance with the ordinances of the City of Wilton Manors and there are no outstanding code violations? ■ Yes ☐ No

3. Did you check the box certifying you have read and understand the listed regulations and that you have complied with all applicable mandates prior to submitting this application? ■ Yes ☐ No

4. Did you complete the Lien Reduction Request Questionnaire providing a response to every question? ■ Yes ☐ No

5. If you, the applicant, is not the property owner, did you submit a notarized letter from the property owner or legal representative authorizing the applicant to represent the property owner? ■ Yes ☐ No ☐ N/A

6. Did you provide an explanation of the reduction sought to include any claims of hardship and the reasons why the lien should be reduced? ■ Yes ☐ No

7. Did you include with this packet all relevant and supporting documentation and evidence to support your request to include claims of hardship? ■ Yes ☐ No ☐ I do not have any supporting information or documents.

8. If you are claiming a financial hardship, did you complete, sign and have notarized the Financial Affidavit? ☐ Yes ☐ No ■ N/A

9. If you are claiming a financial hardship, did you attach supplemental information that shall include bank account statements for at least six (6) months, and federal income tax returns and supporting documents for the last three (3) years for the property owner and if applicable, the tenant occupying the property that has caused the violations which have resulted in the lien? ☐ Yes ☐ No ■ N/A

10. Did you complete and have notarized the Certification of Truth, Accuracy and Authenticity? ■ Yes ☐ No

11. For requests being made to the Magistrate, do you understand the City will not process your application until we receive your non-refundable application fee as prescribed in the City's fee schedule with an added non-refundable fee for each additional lien recorded against the property? (Please attach your receipt) ■ Yes ☐ No ☐ N/A

12. Once your applications pack with supporting documents is competed, and you pay the non-refundable application fee with an added non-refundable fee for each additional lien recorded against the property, you may submit your application.

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COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 28, 2026

From: Gary Blocker, Chief of Police
Prepared by: Izabella Mesa

(a) Subject: Appeal to a lien reduction order by Special Magistrate: Code Case #22-000237 for 2031 Wilton Drive, Wilton Manors, FL 33305 owned by Dee 2031 Property, LLC. (*Police)*

(b) City Manager Recommendation:

(c) Report In Brief: Pursuant to Section 2-25, Subsection 11, the City received a written Notice to Appeal within ten (10) days following the Special Magistrate's order dated March 4, 2026, which reduced the fines from $188,250.00 to $94,836.00. The owner, DEE 2031 Property LLC is appealing the order reducing the fines.

(d) Discussion:

Executive Summary
A request for a lien reduction was submitted by the property owner, Dee 2031 Property, LLC via property manager Andy Martin for the property located at 2031 Wilton Drive, Wilton Manors, FL 33305. In this agenda item are the case file documents, application for lien reduction request, a lien reduction appeal packet, and the Magistrate's ruling brief. The property owner, Dee 2031 Property, LLC was the owner of the subject property at the time of the violation(s).

1. At the March 29, 2022, Magistrate Hearing the subject property was found 'In Violation' of the violation(s) cited.
2. The property owner was given until June 27, 2022 (90 days), to comply or face a $150.00 per day fine.
3. Compliance was not achieved within the ordered time prompting the case to be heard at the October 5, 2022 Magistrate Hearing where the fines were certified.
4. The lien(s) was recorded with Broward County on November 16, 2022.
5. The property was determined to be "in compliance" on December 3, 2025, meaning the property was "non-compliant" for 1,255 days x's $150.00 equaling a total lien amount of $188,250.00.
6. At the March 4, 2026 lien reduction hearing, the Magistrate reduced the lien by 50% to $94,836.00.

Magistrate Ruling Brief Summary
The deficiencies were brought into compliance on 12/3/2025. However, a report was submitted

to Wilton Manors in June 2023, after Mr. Martin had the authority to hire workers to resolve the deficiencies once the estate of Mr. Deriggi was closed, showing all deficiencies had been resolved. However, the City of Wilton Manors did not verify the deficiencies were resolved by an inspection until 12/3/2025.

There was no evidence of any prior or other current violations on the subject property or on any other property owned by the owner with the City. However, there is a companion case, Case 22-000244, for property owned by DEE 2440 Property LLC for property located at 2440 Wilton Drive, Wilton Manors, 33305 which is seeking a fine reduction based on the same allegations as those in this case.

Based on the evidence, including testimony of Mr. Martin regarding this property, and the consideration of the factors to be considered pursuant to the Code, the Special Magistrate approved the application to reduce the lien based on substantial and competent evidence to reduce the lien reduction now that the property is finally in compliance.

City Staff Response to Applicant's Information Provided
City staff confirms the applicant's timeline of the finalized permits as accurate with one minor difference[1], and with the Building Safety Inspection Report Building Permit being approved and closed December 3, 2025. Below are timelines noted in our CitizenServe system related to this case. Permit #WM23-000202 was completed and closed June 14, 2023, and the final approval of WM25-001713 (Building Safety Inspection Report – Building Permit) was December 3, 2025. Permit #WM23-000202 has a nexus to permit WM25-001713 that allowed (1713) to be approved.

Permit #	Application Date	Approved/Closed	Type	Fine @ Permit Closed Date
WM22-000497	March 30, 2022	March 19, 2025	Building Safety Inspection Report – Building Permit	Permit voided
WM23-000202	February 17, 2023	June 14, 2023[1]	Structural	$52,500.00[2] (350 days)
WM25-001713	December 2, 2025	December 3, 2025	Building Safety Inspection Report – Building Permit	$188,250.00

[1] Applicant indicates June 13, 2023.
[2] Should Commission wish to use this date.

Violations

Section	Title	Description	Current Status
Sec. 110.15	Broward County Administrative Code of the Florida Building Code	Building Safety Inspection Program	Complied

Lien Reduction – Magistrate

Category	Amount	% Reduction
Lien Amount	$188,250.00	-
Reduced Lien Amount	$94,836.00	50%
Administrative Fee	Paid	-
Total Currently Due	**$94,836.00**	**-**
Estimated Staff Costs	$711.00	

(e) **Strategic Plan Consistency:** Goal C. Enhance Quality of Life and Livability
1. Enhance Beautification through Progressive City Codes and Proactive Enforcement
3. Promote the Public Health and Welfare of City Residents

(f) **Concurrences:**

(g) **Fiscal Impact:** The original lien amount due from violations was $188,250.00. The Special Magistrate reduced this lien amount by 50% to $94,836.00. Lien revenues collected offset staff and departmental costs. The City's Code of Ordinances is silent on when an applicant should submit payment, if required, following an appeal to the City Commission. As a matter of reference, Sec. 2-25(8) states any "reduction granted [by the magistrate] shall be contingent upon payment within sixty (60) days of the order. The Special Magistrate may grant additional time to remit payment to the City and such additional time must be specified in the order. Failure to remit payment to the City by the date ordered shall cause the original fine to be reinstated".

(h) **Alternatives:** Per Sec. 2-25(12) of the City's Code of Ordinances, the City Commission may affirm, reverse, or modify the Special Magistrate's order.

(i) **Attachments:** 1. Lien Reduction Appeal - 2031 Wilton Drive (Code Case #22-000237)
2. Magistrate Ruling Memorandum
3. 22-000237 Commission Appeal
4. 22-000237 LIEN REDUCTION APPLICATION TO MAGISTRATE

TO: Magistrate or City Commission via Chain of Command

FROM: Izabella Mesa, Code Administrative

DATE: March 31, 2026

REFERENCE: Lien Reduction Appeal – City Commission (Code Case #22-000237)

Executive Summary

A request for a lien reduction was submitted by the property owner, Dee 2031 Property, LLC via property manager Andy Martin for the property located at 2031 Wilton Drive, Wilton Manors, FL 33305. In this agenda item are the case file documents, application for lien reduction request, a lien reduction appeal packet, and the Magistrate's ruling brief. The property owner, Dee 2031 Property, LLC was the owner of the subject property at the time of the violation(s).

1. At the March 29, 2022, Magistrate Hearing the subject property was found 'In Violation' of the violation(s) cited.
2. The property owner was given until June 27, 2022 (90 days), to comply or face a $150.00 per day fine.
3. Compliance was not achieved within the ordered time prompting the case to be heard at the October 5, 2022 Magistrate Hearing where the fines were certified.
4. The lien(s) was recorded with Broward County on November 16, 2022.
5. The property was determined to be "in compliance" on December 3, 2025, meaning the property was "non-compliant" for 1,255 days x's $150.00 equaling a total lien amount of $188,250.00.
6. At the March 4, 2026 lien reduction hearing, the Magistrate reduced the lien by 50% to $94,836.00.

Magistrate Ruling Brief Summary *(Lien Appeals to Commission only)*

The deficiencies were brought into compliance on 12/3/2025. However, a report was submitted to Wilton Manors in June 2023, after Mr. Martin had the authority to hire workers to resolve the deficiencies once the estate of Mr. Deriggi was closed, showing all deficiencies had been resolved. However, the City of Wilton Manors did not verify the deficiencies were resolved by an inspection on 12/3/2025.

There was no evidence of any prior or other current violations on the subject property or on any other property owned by the owner with the City. However, there is a companion case, Case 22-000244, for property owned by DEE 2440 Property LLC for property located at 2440 Wilton Drive, Wilton Manors, 33305 which is seeking a fine reduction based on the same allegations as those in this case.

Based on the evidence, including testimony of Mr. Martin regarding this property, and the consideration of the factors to be considered pursuant to the Code, the Special Magistrate approved the application to reduce the lien based on substantial and competent evidence to reduce the lien reduction now that the property is finally in compliance.

City Staff Response to Applicant's Information Provided

City staff confirms the applicant's timeline of the finalized permits as accurate with one minor difference[1], with the Building Safety Inspection Report Building Permit being approved and closed December 3, 2025. Below are timelines noted in our CitizenServe system related to this case. Permit #WM23-000202 was completed and closed June 14, 2023, and the final approval of WM25-001713 (Building Safety Inspection Report – Building Permit) was December 3, 2025. Permit #WM23-000202 has a nexus to permit WM25-001713 that allowed (1713) to be approved.

Permit #	Application Date	Approved/Closed	Type	Fine @ Permit Closed Date
WM22-000497	March 30, 2022	March 19, 2025	Building Safety Inspection Report – Building Permit	Permit voided
WM23-000202	February 17, 2023	June 14, 2023[1]	Structural	$52,500.00[2] (350 days)
WM25-001713	December 2, 2025	December 3, 2025	Building Safety Inspection Report – Building Permit	$188,250.00

[1] Applicant indicates June 13, 2023.

[2] Should Commission wish to use this date.

Violations			
Section	**Title**	**Description**	**Current Status**
Sec. 110.15	Broward County Administrative Code of the Florida Building Code	Building Safety Inspection Program	Complied

Lien Reduction – Magistrate

Category	Amount	% Reduction
Lien Amount	$188,250.00	-
Reduced Lien Amount	$94,836.00	50%
Administrative Fee	Paid	-
Total Currently Due	**$94,836.00**	**-**
Estimated Staff Costs	$711.00	

QUALITY ASSURANCE REVIEW - LIEN REDUCTION

Case #: 22-000237 **Case opened on:** January 27, 2022 **Code Officer:** Abel Alberro

Owner Name: Dee 2031 Property, LLC
Property Address: 2031 Wilton Drive, Wilton Manors, FL 33305

Violations		
Section	**Title**	**Description**
Sec. 110.15	Broward County Administrative Code of the Florida Building Code	Building Safety Inspection Program

Notice of Violation	
Certified Mail Sent	February 8, 2022
Certified Mail Delivered	February 11, 2022
Certified Mail Signature	☒ Yes ☐ No
Posted on Property	January 31, 2022
Special Magistrate	
☒ In Violation ☐ No Violation	March 29, 2022
Property Representative Present	☐ Yes ☒ No
Property Representative Name(s)/Relation	-
Final Order	
Certified Mail Sent	March 30, 2022
Certified Mail Delivered	April 2, 2022
Certified Mail Signature	☒ Yes ☐ No
Posted on Property	-
Order Imposing Fine and Lien	
Certified Mail Sent	October 19, 2022
Certified Mail Delivered	Still in Transit
Certified Mail Signature	☐ Yes ☒ No
Posted on Property	-
Fines Assessed / ($) per day	
$150.00 Fine Start Date	June 28, 2022
Certification Date	October 5, 2022
Lien Filed w/ County	November 16, 2022
Compliance Date	December 3, 2025
Days in Violation	1,255
Administrative Fee Paid ($150.00)	☒ Yes ☐ No
Total Lien	$188,250.00
Lien Reduction – Magistrate	
Reduced Lien Amount	$94,836.00 (50%)
Payment Due Date	May 3, 2026

Estimated Staff Costs	
Code Compliance Officer/Supervisor/Admin	$80.00
Community Development Service Director/Building Official	-
Special Magistrate	$350.00
Postage/Mailings	$21.00
Recording Fees	$10.00
Filing/Release of lien fees	$250.00
Administrative Fee	Paid
Total Estimated Staff Costs	**$711.00**

REDUCTION GUIDE	
Amount	**% Reduction**
$ 188,250.00	0%
$ 178,837.50	5%
$ 169,425.00	10%
$ 160,012.50	15%
$ 150,600.00	20%
$ 141,187.50	25%
$ 131,775.00	30%
$ 122,362.50	35%
$ 112,950.00	40%
$ 103,537.50	45%
$ 94,125.00	**50%**
$ 84,712.50	55%
$ 75,300.00	60%
$ 65,887.50	65%
$ 56,475.00	70%
$ 47,062.50	75%
$ 37,650.00	80%
$ 28,237.50	85%
$ 18,825.00	90%
$ 9,412.50	95%

CODE COMPLIANCE SPECIAL MAGISTRATE
CITY OF WILTON MANORS, FLORIDA
MEMO TO FILE FOLLOWING HEARING ON LIEN REDUCTION APPLICATION

This matter in Case No. 22-00237 regarding the property located at 2031 Wilton Drive, Wilton Manors, FL 33305, with the property owner listed on the docket as DEE 2031 Property LLC, came on before the undersigned magistrate on March 4, 2026, after service and due notice was provided to the Respondent as provided by law.

After considering the evidence, including testimony presented as well as documentation provided regarding the application, the undersigned reduced the lien on this non-homestead property from $188,250.00. (not including staff costs) to $94,836,00 which included $711.00 in staff costs based on the following findings:

FINDINGS OF FACT BASED ON EVIDENCE PRESENTED TO THE SPECIAL MAGISTRATE INCLUDING TESTIMONY AND DOCUMENTARY EVIDENCE PROVIDED TO THE MAGISTRATE PRIOR TO THE HEARING

1. The Respondent, represented by Andy Martin, managing member, was present at the hearing with attorney Tom Runyon and Mr. Martin was the person who requested the reduction on February 6, 2026. No other witness was present at the hearing other than on behalf of Wilton Manors.
2. The subject real property is located at 2031 Wilton Drive, Wilton Manors, FL 33305.
3. The current property owner based on the BCPA print out is DEE 2031 Property LLC, according to the information provided to the magistrate.
4. The folio number was not provided to the magistrate.
5. The legal description was not provided to the magistrate.
6. The property was initially cited on January 27, 2022 for violation of Wilton Manors Code due to a violation of the Broward County Administrative Code of the Florida Building Code and gave the Respondent until June 27, 2022 to come into compliance with the Building Code. A final order was issued on March 29, 2022 and certified on October 5, 2022 without a representative present.
7. The property remained out of compliance for approximately 1,255 days at $150.00 per day until the date compliance was confirmed on 12/3/2025.
8. Building permits were_____ were not required for compliance.
9. The subject property was not owner occupied and non-homestead when the application for lien reduction was filed on 2/6/2026.

10. Evidence was offered by Mr. Runyon that the original managing member, Anthony Deriggi, who had previously taken care of the subject property issues had deteriorating health which led to his death in March of 2023. The 40 year inspection reflected deficiencies in July of 2022 which needed to be addressed. After Mr. Deriggi's estate was finalized and Mr. Martin became the managing member of DEE 2031 Property LLC he sought to have the necessary repairs made, which were reflected in a report provided to Wilton Manors July 9, 2023 showing the deficiencies had been resolved and the report had been received and acknowledged by Wilton Manors. Due to no inspection having been made by Wilton Manors to confirm the deficiencies were resolved until December 3, 2025, despite the report of June 9, 2023 received by Wilton Manors the property was considered not in compliance until the inspection of December 3, 2025. No supporting documentary evidence was offered. The reduction requested the fines end as of June 2023, the date of the report submitted to Wilton Manors, rather than December 3, 2025. Had this been permitted, it would have reduced the days out of compliance by approximately 900 days, reducing the fine to approximately $52,500.00, not including the administrative costs of $711.00, less than 50% of the original fine.

DETERMINATIONS OF CONSIDERATIONS PURSUANT TO SUBSECTION (5) OF WILTON MANORS CODE OF ORDINANCES

a. The nature and gravity of the violation:
   The property owner was cited for violation of Wilton Manor Code violation of Broward County Administrative Code of the Florida Building Code.
b. Any actions taken by the owner to correct the violation:
   The deficiencies were brought into compliance on 12/3/2025. However, a report was submitted to Wilton Manors in June 2023, after Mr. Martin had the authority to hire workers to resolve the deficiencies once the estate of Mr. Deriggi was closed, showing all deficiencies had been resolved. However, the City of Wilton Manors did not verify the deficiencies were resolved by an inspection on 12/3/2025.
c. The length of time before the ordered compliance date and the date the violation was eliminated was approximately 1,255 days.
d. Any actual costs expended by the owner to cure the violations as provided by supporting documentation, including payment of City licensing or permit fees.
   There was no evidence of actual costs expended by the owner or anyone else to cure the violations.

e. Any other prior or current violations committed by the owner on the subject property or upon any other property owned by the owner with the City;
There was no evidence of any prior or other current violations on the subject property or on any other property owned by the owner with the City.
However, there is a companion case, Case 000244, for property owned by DEE 2440 Property LLC for property located at 2440 Wilton Drive, Wilton Manors, 33305 which is seeking a fine reduction based on the same allegations as those in this case.

f. Repeat violations committed by the same owner regardless of whether it is on the same property;
No evidence of any repeat violations by the owner but see the above information regarding case 000244.

g. Costs incurred by the City to abate the violation and prosecute the case, including administrative and overhead expenditures:
Staff costs to prosecute the violations for Case No. 22-00237 were $ 711. total.

(10) Upon findings of extreme hardship, including financial hardship, the Special Magistrate may reduce the fine up to one hundred (100) percent. Such a finding may only be made in rare and extraordinary circumstances. The Special Magistrate shall exercise caution in making such a finding.

There was no testimony or other evidence to support a finding of extreme hardship after considering the testimony of Mr. Martin and reviewing the application. There were no documents submitted to support the allegations of the application and the application was not based on financial hardship.

Based on the evidence, including testimony of Mr. Martin regarding this property, and the consideration of the factors to be considered pursuant to the Code, the Special Magistrate approved the application to reduce the lien based on substantial and competent evidence to reduce the lien reduction now that the property is finally in compliance.

Based on the findings of fact and determinative factors under subsection (5) the lien was reduced from $188,250.00 to $94,125.00 (a 50% reduction) and administrative costs of $711.00 for a total due of $ 94,836.00 on this non-homestead property.

___/s/ Theresa Edwards_____
Theresa Edwards, Special Magistrate
City of Wilton Manors

LIEN REDUCTION APPEAL PACKET – CITY COMMISSION

2031

Greetings,

The code lien reduction process is governed under the City of Wilton Manors Code of Ordinances, Sec. 2-25 - Lien Reduction Procedures. To appeal a Special Magistrate's lien reduction decision to the City Commission, this packet shall be completed in its entirety, and submitted to the City as instructed. A thoroughly completed packet will support your request moving through this process efficiently. The associated fee shall be paid to the City upon submitting your packet with a copy of your receipt attached. **The City will not process your request until we have received payment.** Following our staff's review of your packet, your request will be placed on the next available City Commission meeting agenda. **Incomplete applications/packets will not be processed!** We thank you for your diligence with completing and submitting your application as instructed, and we look forward to working with you. If you have any questions about this process you may contact our Code Compliance Administrative Assistant at (954) 390.2151, or email us at lienreductions@wmpd.org. Thank you!

Sincerely,

Code Compliance Unit
Wilton Manors Police Department

APPLICATION TO APPEAL SPECIAL MAGISTRATE'S DECISION – LIEN REDUCTION

Date: March 13, 2026 Case #: 22-000237

Applicant Name: Dee 2031 Property LLC

Title: Andy Martin Manager/Member

Relationship to the Property: Attorney For Dee 2031 Property LLC is Tom Runyan, Esq.

I am the owner of the property or I have submitted the appropriate documentation or Notice of Appearance to the City stating that I am authorized to bring this application on behalf of the owner as Attorney (Attorney, Personal Representative of the Estate, Officer of the Corporation, Trustee, etc.)

Address: 1301 E Oakland Park Blvd, Oakland Park, FL 33334

Phone number(s): 954-561-9466

E-Mail: Tom@Runyanlawfirm.com

Legal Representation (if applicable):

Tom Runyan Esq (Name) 954-561-9466 (Phone number)

Address: 1301 E Oakland Park Blvd, Oakland Park, FL 33334

E-Mail: Tom@Runyanlawfirm.com

Note: Legal representatives shall sign this application packet.

Special Magistrate Lien Reduction Hearing Date: March 4, 2026

Name of Special Magistrate: Magistrate Edwards

Original Lien Amount: $188,250.00

Reduced Lien Amount: $94,836.00

§2-25. Lien Reduction Procedures – Appeals to City Commission.

All applicants may appeal the Special Magistrate's decision to the City Commission. The applicant's notice of appeal must be provided to the City in writing within ten (10) days of the date of the order. The notice of appeal shall include any and all reasons why the applicant believes that the Special Magistrate's order should be overturned along with all supporting documents. The appealing party will be notified in writing of the scheduled date of the hearing at least five (5) days prior to the hearing date. A party receiving a lien reduction, shall, in addition to any reduced lien amount, pay to the City an amount determined by the City Commission to be reasonably related to the City's administrative costs of enforcing the City code and collecting the lien amount. **The City Commission may affirm, reverse, or modify the Special Magistrate's order.** The application fee, if any, to appeal the matter to the City Commission may be established by resolution of the City Commission.

☒ I certify the above listed property is in compliance with the ordinances of the City of Wilton Manors and there are no outstanding code violations.

☒ I certify that I have read and understand the above listed regulations and I have complied with all applicable mandates prior to submitting this application.

☒ I voluntarily waive my right, if any, to seek judicial review of the City Commission's discretionary decision in this matter.

Signature	Print Name	Date
	Andy Martin, Mgr	3-13-2026
Signature (Legal Representative – if applicable)	Print Name	Date
	Tom Ryman	3-13-2026

1. Provide any and all reasons why the applicant believes that the Special Magistrate's order should be overturned. ***All relevant and supporting documentation and evidence to support this appeal shall be submitted with this packet.***

SEE ATTACHED APPEAL REQUEST AS WELL AS SUPPORTING DOCUMENTS.

CERTIFICATION OF TRUTH, ACCURACY AND AUTHENTICITY

I certify under penalty of perjury and law, this Lien Reduction Request Packet has been thoroughly completed using truthful, accurate and authentic information and supporting documents. I understand I and parties associated with providing false or misleading information may be investigated by law enforcement, and if appropriate, criminally charged.

Signature of Applicant

Signature of Legal Representative (if applicable)

Andy MARTIN
Printed name of Applicant

Tom Runyan
Printed name of Legal Representative (if applicable)

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO (or affirmed) and subscribed before me by means of [X] physical presence or

[ ] online notarization, this 13 day of March 2026, by Andy Martin and Tom Runyan

NOTARY PUBLIC

X
_____ Personally Known

OR

_____ Produced Identification

DANA JOAN WEATHERWAX
MY COMMISSION # HH 686274
EXPIRES: October 9, 2029

_____
Type of Identification Produced

Gary Blocker
Chief of Police
Life's Just Better Here
2020 WILTON DRIVE WILTON MANORS • CODECOMPLIANCE @WMPD.ORG • 954-390-2151

CHECKLIST - LIEN REDUCTION APPEAL PACKET

1. Did you submit your completed application to appeal the Special Magistrate's Lien Reduction? ☒ Yes ☐ No
2. Did you review and understand the lien reduction appeal process? ☒ Yes ☐ No
3. Did you check the box certifying the property is in compliance with the ordinances of the City of Wilton Manors and there are no outstanding code violations? ☒ Yes ☐ No
4. Did you check the box certifying you have read and understand the listed regulations and that you have complied with all applicable mandates prior to submitting this application? ☒ Yes ☐ No
5. Did you check the box voluntarily waiving your right, if any, to seek judicial review of the City Commission's discretionary decision in this matter? ☒ Yes ☐ No
6. Did you complete the section providing any and all reasons why the applicant believes that the Special Magistrate's order should be overturned? ☒ Yes ☐ No
7. Did you provide all relevant and supporting documentation and evidence to support this appeal? ☒ Yes ☐ No
8. Did you make any claims of hardship, to include financial hardship, in your packet and presentation in your initial request to the Special Magistrate requesting a lien reduction? ☐ Yes ☒ No
9. Did you complete and have notarized the Certification of Truth, Accuracy and Authenticity? ☒ Yes ☐ No
10. For appeals being made to the City Commission, do you understand the City will not process your application until we receive your non-refundable application fee as prescribed in the City's fee schedule with an added non-refundable fee for each additional lien recorded against the property? (Please attach your receipt) ☒ Yes ☐ No ☐ N/A

Gary Blocker
Chief of Police
Life's Just Better Here
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LIEN REDUCTION APPEAL PACKET SUBMISSION INSTRUCTIONS

RETURN VIA: Email: lienreductions@wmpd.org

Subject Line: Lien Reduction Appeal to City Commission - (Property Address)

Mail or in person:

ATTN: Lien Reduction Requests
Wilton Manors Police Department
Code Compliance Unit
2020 Wilton Drive
Wilton Manors, FL 33305

CODE CASE: 22-00237 MAGISTRATE LIEN REDUCTION APPEAL

2031 Wilton Drive, Wilton Manors, FL 33305

Dee 2031 Property, LLC known as "Dee 2031"

Appeal to Wilton Manors City Commission

3-13-2026

To the Commission:

On March 4, 2026, Magistrate Edwards was presented with a Lien Reduction request for this property. At the hearing she was presented with evidence regarding circumstances whereby the now owner of Dee 2031 Property, LLC requested both a compliance date related back to June 30, 2023 for compliance with the 40-50 year Inspection and/or the maximum amount that the Magistrate could reduce the current Fine. The Magistrate reduced the fine by 50%, which is the maximum amount she has under Wilton Manors Ordinances from $188,250 to $94,836.00, which includes a $711 admin fee.

Dee 2031 requests the City Commission consider the mitigating factors listed below and further reduce the current lien mitigation to $40,000.00.

Timeline: The timeline for the actions of this appeal are listed in Exhibit 1 to this appeal. This is the Document Docket as of March 12, 2026.

2-8-2022	Notice of Violation for failure to adhere to 40-50 Year Building Safety Program. See Exhibit 2.
3-29-2022	Special Magistrate Final Order and to remedy by 6-27-2022. See Exhibit 3.
3-31-2022	Permit WM22-000497 opened to address Building Safety Inspection Report. See Exhibit 4.
4-7-2022	Admin Fee paid in the amount of $150. See Exhibit 5.
7-12-2022	Structural/Electrical Initial Safety Inspection reports completed and submitted to the City as part of WM22-000497 permit. Electrical approved and Structural showing damaged wood to be replaced. See Exhibit 6.
7-18-2022	Email from City Approving Electrical Safety Report and denying Structural. Exhibit 7
10-5-2022	Order Imposing Fine and Lien. Recorded 11-16-2022. See Exhibit 8.
3-2023	Tony DeRiggi dies.
6-2023	Heir to Dee 2031 Property LLC, Andy Martin (Tony's husband) picks up where Tony DeRiggi left off.
6-8-2023	Permit WM23-000202 issued to replace damaged wood. See Exhibit 9 (Composite).
6-9-2023	Updated Structural Safety Inspection Report shows repairs were completed with Permit WM23-000202. Exhibit 10
6-13-2023	Close out of Permit WM23-000202. See Exhibit 11. + Exhibit 9
6-2023	Contractor gave Permit Package along with Structural Safety Report to Andy Martin and stated that all was completed.

11-2025 While Runyan and Martin are appearing before a Magistrate for a different Property, Officer Kim Holinko asks why there are continuing fines on Dee 2031.

11-15-2025 Notice of Outstanding lien appears in Docket Exhibit 12

12-1-2025 Email from Martin to Supervisor Alberro regarding submission of what he thought was the 6-9-2023 report to the City. See Exhibit 13.

12-2-2025 Andy Martin Applies for building permit to finalize and submit the Electrical and Building Safety Inspection Reports. Turns in the Report from Exhibit 10 dated June 9, 2023.

12-3-2025 Permit WM25-001713 is issued. See Exhibit 14.

12-3-2025 Permit WM25-001713 is finaled. See Exhibit 15.

12-3-2025 Code Violation is in compliance.

3-4-2026 Special Magistrate Final Order – Lien Reduction granted. See Exhibit 16.

Facts surrounding the Lien Reduction Request and further mitigation by the City Commission:

1. Property's Manager was Tony DeRiggi, long time developer and landlord in Wilton Manors. Tony's properties were always maintained as best as possible and helped shape the Wilton Manors Nightlife, including clubs such as Chardees and Tropics. He has owned numerous buildings on the Drive and was instrumental in attracting LGBTQ business owners to the area. He managed his properties with the utmost professionalism.
2. After the Code violation was issued Tony's health began to rapidly decline. He ordered the 40-50 year inspections sometime before July 2022. The initial Report was created and submitted to the City with the WM22-000497 permit.
3. On July 12, 2022, both Electrical and Building Safety Reports were completed and the Electrical Report was clean, while the Building Safety Report required wood to be replaced.
4. From July 2022 until his death in March 2023, unfortunately, any focus on the Code Violation was not rapidly addressed and notice of any hearings was missed because of Tony's declining Health. No one else had been managing the Property.
5. After Tony's death in March 2023, his husband and heir to Dee 2031 Property LLC took over and applied for Permit WM23-000202 to address the only deficiency noted in the Building Safety Report which was to replace some wood.
6. Permit WM23-000202 was handled by a contractor, who made all of the repairs. This Permit was closed out on June 13, 2023.
7. The revised clean Structural report from George Akouri was completed on June 9, 2023 and the report was given to the Contractor who then told Andy Martin that everything was completed. Andy Martin understood this to mean that the building was in compliance.
8. Move forward to November 2025, while attending a code hearing for another property left to Andy after Tony's passing, 2089 Wilton Drive, Code officer Holinko asked why 2031 property was still accruing fines. Neither Runyan nor Martin knew that a fine was accruing.
9. By December 3, 2025, Martin had applied for a new permit, WM25-001713 and submitted the original final structural report from June 9, 2023, which the City closed out the 2025 Permit and noted that this code violation was in compliance.
10. On the issuance of W25-001713 there is a note stating that "all the files are together, because the system won't let me upload multiple files this is from June 9, 2023.
11. In April 2026, code lien reduction application was filed and paid for.

12. On March 4, 2026, Runyan appeared in front of Magistrate Edwards and requested that the compliance date relate back to June 30, 2023, which was just a few days after the date of the actual report or give the maximum reduction.
13. Martin via Runyan obtained on a records request 26-367 from Wilton Mnors the video from the March 4, 2026 hearing. We ask that this recording be added to the record for this appeal. This case was the first to be heard by the Magistrate and can be found at approximately 3:50 minutes into the recording and goes on until 15:43.

Argument for consideration:

1. The Magistrate is limited according to WM Ordinances in reducing liens for Commercial properties up to 50% only.
2. The Magistrate ruled that under the circumstances there were reasonable explanation and arguments for the lien reduction.
3. Under Code 2-25, The City Commission has the ability to affirm, reverse or modify the Special Magistrate's Order.
4. It appears that Tony DeRiggi began work on the Code violation as soon as he was aware of it's existence. This can be seen by the payment of the Administrative Fee in April 2022.
5. At some point, he hired George Akouri to inspect this property and the initial Structural and Electrical reports were completed on July 12, 2022.
6. Due to Tony's declining health (he was in his 80's), all attention shifted to that until his death in March 2023.
7. Andy Martin, his husband, then applied for Permits in 2023, and included in that permit package that was submitted to the City were the initial July 12, 2022 reports. The electrical safety report was clean and the reason for the 2023 permits was to correct some minor deficiencies in the Structural Report. Included with the Permit package were drawings from Engineer Akouri detailing the exact changes required to clear the Structural Report. The repairs were completed and the revised Akouri final Structural Report was signed and dated on June 9, 2023.
8. Because Martin had not handled the property before, he relied upon his contractor's statement that "all was completed" to mean the June 9, 2023 report had been submitted to the City and the code lien was complied. Unfortunately, this did not happen.
9. The length of time between June 2023 and December 2025 was not intentional by Martin, as he was focused on another code issue with a property that he inherited. He moved on that property and it wasn't until the final lien mitigation hearing for that property did he learn that the code case had not been complied for 2031 Wilton Drive.
10. Within 2 weeks or so of notice, he applied for the permit and submitted the June 9, 2023 report which then complied the code violation.
11. Because of the long history of Tony DeRiggi's ownership and stewardship of commercial property in Wilton Manors, Martin now asks the commission to reduce the Magistrate's reduction to $40,000.00.

VIEW COMPLAINT

File #: 22-000237
Status: Open
Open Date: 01/27/2022
Close Date:
Type: Code Compliance
Address: 2031 WILTON Drive
Description: FAILURE TO ADHERE TO CITY'S BUILDING SAFETY INSPECTION PROGRAM. TO WIT: OBTAIN PERMITS AND INSPECTIONS FOR THE 40-50 YEAR BROWARD COUNTY SAFETY INSPECTION PROGRAM.



Complaint Activities Documents Violations

Date	Type	File Name	Description
03/09/26	USPS Proof of Delivery	9414811898765436454933.pdf	POS LIEN REDUCTION
03/05/26	SMH Final Order Lien Reduction	22 0237 LRFO.pdf	Lien Reduction Final Order

Date	Type	File Name	Description
03/05/26	Case Photo	IMG_8653.jpeg	FINAL ORDER POSTING 2/13/26
03/05/26	Case Photo	IMG_8806.jpeg	FINAL ORDER POSTING - LR
12/01/25	Photo	Email from Andy Martin Dee Properties, LLC.png	Email from Andy Martin Dee Properties, LLC.
11/25/25	Merge document	Notice of Outstanding Lien - Letter.htm	Notice of Outstanding Lien - Letter - Foreclosure Consideration
11/22/22	Other	RECORDED LIEN 22-237 2031 WILTON DRIVE.pdf	RECORDED LIEN
10/21/22	Order Imposing Fine & Lien	OIFL 22-237 10-5-22 TRUE COPY.pdf	True Copy
10/13/22	Order Imposing Fine & Lien	Order Imposing fine and lien 22-237 10-5-22.pdf	
09/28/22	Merge document	Order Imposing Fine and Lien.htm	Order Imposing Fine and Lien
04/28/22	USPS Proof of Delivery	POD 22-000237 SMVH 03292022 FO VIOL.pdf	POD SMVH 03292022
04/27/22	USPS Proof of Delivery	POD 22-000237 SMVH SIGNED RECEIPT.pdf	POD SMVH 03292022
04/11/22	Other	22-000237 SMVH 03292022 ADMIN FEE PAID RECPT.pdf	SMVH 03292022 ADMIN FEE PAID RECPT
03/30/22	SMH Final Order	22-000237 SMVH 03292022 FO VIOL.pdf	SMVH 03292022 FO VIOL
03/29/22	Other	2031 WILTON.pdf	NO PERMITS ON FILE
02/09/22	Case Photo	IMG_0498.JPG	NOV POSTING
01/31/22	Merge document	Notice of Violation with Summons.htm	Notice of Violation with Summons - Notice of Violation with Summons

Exh 1

Date	Type	File Name	Description
01/31/22	Case Photo	IMG_0203.JPG	NOV WITH SUMMONS TO APPEAR POSTING
01/27/22	Other	2031 WILTON DRIVE.pdf	PROOF OF OWNERSHIP

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Exh 1

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

NOTICE OF VIOLATION

DATE: February 8, 2022

DEE 2031 PROPERTY LLC
6192 NW 24 ST
BOCA RATON, FL 33434

VIOLATION ADDRESS: 2031 WILTON Drive, WILTON MANORS, FL 33305
CASE #: 22-000237

In the name of the City of Wilton Manors, Florida, the undersigned certifies that City of Wilton Manors Police Officers and/or Code Compliance Officers have made inspections, or received an Affidavit of Complaint, regarding the above premises and/or personal property on the above date and has just and reasonable grounds to believe that you are in violation of a section of the City of Wilton Manors Code of Ordinances as follows:

DESCRIPTION OF VIOLATION(S): FAILURE TO ADHERE TO CITY'S BUILDING SAFETY INSPECTION PROGRAM. TO WIT: OBTAIN PERMITS AND INSPECTIONS FOR THE 40-50 YEAR BROWARD COUNTY SAFETY INSPECTION PROGRAM.

DAYS TO COMPLY: 15 days from receipt of this Notice.

CASE #22-000237

Broward County Administrative Code of the Florida Building Code
Broward County Administrative Code of the Florida Building Code

110.15 Building Safety Inspection Program. The BORA has established a building safety inspection program for buildings and structures that have been in existence for a period of 40 years or longer. The BORA by written policy shall establish the guidelines and criteria which will be the minimum requirements for the Building Safety Inspection Program. The Building Official shall enforce the building safety inspection Program. U. S. Government buildings, State of Florida buildings, buildings built on Indian Reservations, Schools buildings under the jurisdiction of the Broward County School Board, and One and Two Family Dwellings are exempt from this program.

Exceptions:

All single family residences, duplexes and minor structures defined as buildings or structure in any occupancy group having a gross floor area less than 3,500 square feet. In order to implement the new Building Safety Inspection Program in an orderly manner to clear a backlog of buildings needing inspection, implementation shall proceed as follows:

Ex 2

2. 40 year or older buildings 7,000 square feet or more â€“ compliance no later than calendar year 2007
3. 40 year or older building 5,500 square feet or more â€“ compliance no later than calendar year 2008
4. 40 year or older buildings 4,650 square feet or more â€“ compliance no later than calendar year 2009
5. 40 year or older buildings 3,800 square feet or more â€“ compliance no later than calendar year 2010
6. 40 year or older buildings 3,500 square feet or more â€“ compliance no later than calendar year 2011

Subsequent building inspections shall be required at ten (10) year intervals Section 110.16 Effective January 1, 2006

Section 110.15 of the Broward County Administrative Provisions of the Florida Building Code has established a Building Safety Inspection Program.

The procedures established herein are the basic guidelines for the Building Safety Inspection program.

The requirements contained in the Florida Building Code, covering the maintenance of buildings, shall apply to all buildings and/or structures now existing or hereafter erected. All buildings and/or structures and all parts thereof shall be maintained in a safe condition, and all devices or safeguards that are required by the Florida Building Code shall be maintained in good working order. Electrical wiring, apparatus and equipment, and installations for light heat or power and low voltage systems as are required and/or regulated by the Building Code, now existing or hereinafter installed, shall be maintained in a safe condition and all devices and safeguards maintained in good working order.

These guidelines shall not be construed as permitting the removal or non-maintenance of any existing devices or safeguards unless authorized by the Building Official.

Building Safety Inspection of buildings / structures and components:

For the purpose of these guidelines, Building Safety Inspection shall be construed to mean the requirement for specific inspection of existing buildings and structures and furnishing the Building Official with a written report of such inspection as prescribed herein.

A (1). Inspection procedures shall conform, in general, to the minimum inspection procedural guidelines as issued by the Board of Rules and Appeals. This inspection is for the sole purpose of identifying structural and electrical deficiencies of the building or structure that pose an immediate threat to life safety or where failure of a critical component is imminent. This inspection is not to determine if the condition of an existing building is in compliance with the current edition of the Florida Existing Building Code or the National Electrical Code.

(2). Such inspection shall be for the purpose of determining the structural & electrical condition of the building or structure to the extent reasonably possible of any part, material or assembly of a building or structure which affects the safety of such building or structure and/or which supports any dead or designed live load, and the general condition of its electrical systems pursuant to the Building Code.

B (1). All buildings, except single-family residences, duplexes and minor structures as defined below, shall be recertified in the manner described below where such buildings or structures have been in existence for forty (40) years or longer, as determined by the Building Official, who shall at such time issue a Notice of Required Inspection to the building owner.

(2). Subsequent Building Safety Inspections shall be required at ten (10) year intervals.

(3). In the event a building is determined to be structurally and electrically safe under the

Ex 2

whichever is the longer period of time.

C. Minor buildings or structures shall, for the purpose of this subsection, be defined as buildings or structures in any occupancy group having a gross area of 3,500 sq. ft. or less.

D (1). The owner of a building or structure subject to Building Safety Inspection shall furnish, or cause to be furnished, within ninety (90) days of Notice of Required Building Safety Inspection, the Broward County Board of Rules and Appeals Building Safety Inspection Certification Form to the Building Official, prepared by a Professional Engineer or Architect registered in the State of Florida, certifying that each such building or structure is structurally and electrically safe, or has been made structurally and electrically safe for the specified use for continued occupancy, in conformity with the minimum inspection procedural guidelines as issued by the Board of Rules and Appeals.

(2). Such written report shall bear the impressed seal and signature of the certifying Engineer or Architect.

(3). Such Engineer or Architect shall undertake such assignments only where qualified by training and experience in the specific technical field involved in the inspection and report.

(4). Such report shall indicate the manner and type of inspection forming the basis for the report and description of any matters identified as requiring remedial action.

(5). In the event that repairs or modifications are found to be necessary resulting from the Building Safety Inspection Report, the owner shall have a total of 180 days from the date of the Building Safety Inspection Report, unless otherwise specified by the Building Official in accordance with Florida Building Code Section 116 (Broward County Administrative Code), in which to correct the structural and electrical deficiencies that pose an immediate threat to life safety or where failure of a critical component is imminent. For deficiencies that cannot be corrected within 180 days, the time frame may be extended when a time frame is specified by the Professional Engineer of Registered Architect and approved by the Building Official. Such extension shall be contingent on maintaining an active building permit as specified in Florida Building Code Section 105.11.2.3 (Broward County Administrative Code). Repairs or modifications of deficient conditions that are incidental and non life threatening shall be completed within a time frame as specified by the inspecting Professional Engineer or Registered Architect and approved by the Building Official. All repairs or modifications shall be completed in conformance with all applicable Sections of the Florida Existing Building Code* and the National Electrical Code.

* The Florida Existing Building Code will specify whether the repairs or modification can be made under the code in effect when the building was originally permitted or the code currently in effect.

MEANS OF CORRECTION: OBTAIN BUILDING SAFETY INSPECTION PERMITS

This is an official notice to make you aware of violation(s) of the City Wilton Manors Code of Ordinances and/or the Florida Building Code, Broward County Edition. If you have any questions or

Ex 2

Magistrate.

WHEN THE ABOVE LISTED VIOLATION IS CORRECTED YOU MUST CONTACT THE OFFICER FOR A RE-INSPECTION TO ENSURE THAT YOUR PROPERTY IS IN COMPLIANCE. IF YOU NEED TO MEET WITH A CODE OFFICER, PLEASE MAKE AN APPOINTMENT WITH THEM. THANK YOU.

162.06 Enforcement procedure. (5) If the owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall: (a) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee. (b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor. (c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding. (d) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

If you decide to appeal any decision made by the Special Magistrate, you will need a record of the proceedings. In the case of an appeal, you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Abel Alberro

954-390-2157
aalberro@wmpd.org

Ex 2

POLICE

WILTON MANORS

CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

FAILURE TO COMPLY – SUMMONS TO APPEAR

Should you fail to comply with the above violation by the compliance date, you shall appear before the Special Magistrate on March 29, 2022 at 10:00 AM in the Commission Chambers at City Hall, 2020 Wilton Drive, Wilton Manors, Florida 33305.

Should you be found in violation of the Municipal Code, the Special Magistrate may impose a fine up to $250.00 per day for the first violation, and up to $500.00 per day for a repeat violation. In addition, the Special Magistrate may also include the cost of reasonable repairs incurred by the City to bring the property into compliance, as well as Administrative Costs of up to $500.00.

If the violation(s) is/are corrected by the time specified, this case may still be presented before the Special Magistrate. Please contact the Code Compliance Unit at 954-390-2151 for a re-inspection.

Ex 2

POLICE

WILTON MANORS

CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SPECIAL MAGISTRATE FINAL ORDER

CITY OF WILTON MANORS
Petitioner
vs.
DEE 2031 PROPERTY LLC
Respondent

IN RE: Case No. 22-000237

Hearing Date: March 29, 2022
Violation(s): Broward County Administrative Code of the Florida Building Code,.

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. At the subject hearing the PETITIONER City entered into the record evidence of proper notice to the RESPONDENT thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing.

The record indicates that the RESPONDENT owns the real property located at: **2031 WILTON Drive, WILTON MANORS, FL 33305** and more particularly described as follows: **Folio No.:494227050050**

SEE EXHIBIT "A" LEGAL DESCRIPTION

Based upon the statements made by the RESPONDENT and/or the evidence and testimony submitted by the PETITIONER, the RESPONDENT is hereby found to be:

✓ **In Violation** **Dismissed** **Continued to:** _____ at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

-FINES / FEES-

ADMINISTRATIVE COSTS: $ 150.00 TOTAL AMOUNT DUE: $ 150.00

FINE AMOUNT: $ - PAYMENT DUE DATE: 4/28/22

-TIME / PENALTY-

And the RESPONDENT is given until 6/27/22 to remedy the violation. Failure to do so will result in a **per diem fine** of One hundred fifty dollars & 00/ ($ 150.00) for each day the RESPONDENT'S property remains in violation beyond the date set for compliance. This matter is scheduled for a certification hearing on 10/5/22 at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

WITNESSES: **HOLINKO** **SMITH** **MOORE** ✓**ALBERRO** AND: _____

EVIDENCE PRESENTED: ✓ **Proof of Service** **BCPA** ✓ **Photos** Other _____

Failure to correct the violation and pay the accrued fines / fees by date required may result in the execution of a NOTICE OF LIEN which may be recorded in the public records of Broward County, Florida, thereafter constituting a lien on the real or personal property of the RESPONDENT as provided by law.

****

Done and Ordered this 29th day of March, 2022

Denise Smith
Clerk to the Hearing Officer

CITY OF WILTON MANORS, FLORIDA

HEARING OFFICER

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this **March 29, 2022** by Thomas J. Ansbro, Hearing Officer and Denise Smith, Clerk to the Hearing Officer, who are personally known to me or who have produced _____ as identification.

Kimberly Holinko
Notary Public

My Commission Expires

KIMBERLY ANN HOLINKO
Notary Public - State of Florida
Commission # GG 358311
My Comm. Expires Jul 24, 2023
Bonded through National Notary Assn.

Serial Number, if any

Ex 3

BROWARD COUNTY UNIFORM BUILDING PERMIT APPLICATION

Select One Trade: ☑ Building ☐ Electrical ☐ Plumbing ☐ Mechanical ☐ Other _____

Application Number: WMZZ-000497 Application Date:

1

Job Address: 2031 WILTON DRIVE		Unit:	City: WILTON MANORS	
Tax Folio No.:	Flood Zn:	BFE:	Floor Area:	Job Value:
Building Use: COMMERCIAL		Construction Type:		Occupancy Group:
Present Use: COMMERCIAL		Proposed Used:		
Description of Work:				
☐ New ☐ Addition ☐ Repair ☐ Alteration ☐ Demolition ☐ Revision ☒ Other: INSPECTION				
Legal Description: 40/50 YEAR RE-CERTIFICATION REPORT				☐ Attachment

2

Property Owner: ANTHONY DE RIGGI	Phone: 954.579.5400	Email: deeproperties@live.com	
Owner's Address: 6192 NW 24th ST	City: BOCA RATON	State: FL	Zip: 33434

3

Contracting Co.:	Phone:	Email:		
Company Address:	City:	State:	Zip:	
Qualifier's Name:	Owner-Builder: ☐	License Number:		

4

Architect/Engineer's Name: AKOURI CONSULTING ENGINEERS	Phone: 954.981.8885	Email: GEORGE@AKOURI.NET		
Architect/Engineer's Address: 4651 SHERIDAN ST. SUITE 260	City: HOLLYWOOD	State: FL	Zip: 33021	
Bonding Company:				
Bonding Company Address:	City:	State:	Zip:	
Fee Simple Titleholder's name (if other than owner):				
Fee Simple Titleholder's Address (If other than owner):	City:	State:	Zip:	
Mortgage Lender's Name:				
Mortgage Lender's Address:	City:	State:	Zip:	

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

X _____ Signature of Property Owner or Agent

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this 30th day of March, 20 22 by

_____ (Type / Print Property Owner or Agent Name)

TONIA GILDHARRY
Notary Public · State of Florida
Commission # HH 94127
My Comm. Expires Nov 5, 2025

NOTARY'S SIGNATURE as to Owner or Agent's Signature

Notary Name Tonia Gildharry (Print, Type or Stamp Notary's Name)

Personally Known X Produced Identification _____

Type of Identification Produced _____

X _____ Signature of Qualifier

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this 18 day of March, 20 22 by

GEORGE AKOURI (Type / Print Qualifier's Name)

NOTARY'S SIGNATURE as to Qualifier's Signature

Notary Name Kristina Akouri (Print, Type or Stamp Notary's Name)

KRISTINA AKOURI
MY COMMISSION # GG956112
EXPIRES: February 06, 2024

Personally Known X or Produced Identification _____

Type of Identification Produced _____

APPROVED BY: _____ Permit Officer Issue Date: _____ Code in Effect: _____

A jurisdiction may use a supplemental page requesting additional information and citing other conditions, please inquire.

Note: If any development work as described in FS 380.04 Sec. 2 a-g is to be performed, a development permit must be obtained prior to the issuance of a building permit.

1.56

Ex 4

POLICE

WILTON MANORS

CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SPECIAL MAGISTRATE FINAL ORDER

CITY OF WILTON MANORS
Petitioner
vs.
DEE 2031 PROPERTY LLC
Respondent

IN RE: Case No. 22-000237

Hearing Date: March 29, 2022
Violation(s): Broward County Administrative Code of the Florida Building Code,

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. At the subject hearing the PETITIONER City entered into the record evidence of proper notice to the RESPONDENT thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing.

The record indicates that the RESPONDENT owns the real property located at: **2031 WILTON Drive, WILTON MANORS, FL 33305** and more particularly described as follows: **Folio No.:494227050050**

SEE EXHIBIT "A" LEGAL DESCRIPTION

Based upon the statements made by the RESPONDENT and/or the evidence and testimony submitted by the PETITIONER, the RESPONDENT is hereby found to be:

✓ **In Violation** **Dismissed** **Continued to:** _____ at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

-FINES / FEES-

ADMINISTRATIVE COSTS: $ 150.00 TOTAL AMOUNT DUE: $ 150.00

FINE AMOUNT: $ - PAYMENT DUE DATE: 4/28/22

-TIME / PENALTY-

And the RESPONDENT is given until 6/27/22 to remedy the violation. Failure to do so will result in a **per diem fine** of One hundred fifty dollars & 00/100 ($150.00) for each day the RESPONDENT'S property remains in violation beyond the date set for compliance. This matter is scheduled for a certification hearing on 10/5/22 at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

WITNESSES: **HOLINKO** **SMITH** **MOORE** ✓**ALBERRO** AND: _____

EVIDENCE PRESENTED: ✓**Proof of Service** **BCPA** ✓**Photos** Other _____

Failure to correct the violation and pay the accrued fines / fees by date required may result in the execution of a NOTICE OF LIEN which may be recorded in the public records of Broward County, Florida, thereafter constituting a lien on the real or personal property of the RESPONDENT as provided by law.

Done and Ordered this 29th day of March, 2022

Denise Smith
Clerk to the Hearing Officer

CITY OF WILTON MANORS, FLORIDA

HEARING OFFICER

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this **March 29, 2022** by Thomas J. Ansbro, Hearing Officer and Denise Smith, Clerk to the Hearing Officer, who are personally known to me or who have produced _____ as identification.

Kimberly Holinko
Notary Public

My Commission Expires

KIMBERLY ANN HOLINKO
Notary Public - State of Florida
Commission # GG 358311
My Comm. Expires Jul 24, 2023
Bonded through National Notary Assn.

Serial Number, if any

Ex 5

BUILDING SAFETY INSPECTION REPORT FORM

Inspection Firm or Individual Name: Akouri Consulting Engineers
Address: 4651 Sheridan Street Suite 260, Hollywood, FL 33021
Telephone Number: 954-989-8885
Inspection Commenced Date: 02/09/2022 Inspection Completed Date: 02/09/2022

No Repairs Required ☐ Repairs are required as outlined in the attached inspection report ☑

Licensed Professional,
Engineer/Architect Name: George Akouri M.S.C.E., P.E.
License Number: 49526

I am qualified to practice in the discipline in which I am hereby signing.
Signature [signature] Date: 7/12/22

GEORGE AKOURI LICENSE No. 49526 STATE OF FLORIDA PROFESSIONAL ENGINEER

This report has been based upon the minimum inspection guidelines for building safety inspection as listed in the Broward County Board of Rules and Appeals' Policy #05-05. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the structure, based upon careful evaluation of observed conditions, to the extent reasonably possible

DESCRIPTION OF STRUCTURE					
a. Name on Title:	DEE 2031 PROPERTY LLC				
b. Street Address:	2031 WILTON DRIVE, WILTON MANORS FL 33305				
c. Legal Description:	WILTON MANORS FIRST ADD 21-44 B LOT 4,5 LESS W 15 FOR ALLEY,& TOGETHER WITH THAT PT OF 13 FT E-W ALLEY LYING BET LOTS 4 & 5 & LYING E OF LINE FORMED BY SLY EXT OF WLY-L OF LOT 4 & NLY EXT OF LINE 13 E OF V				
d. Owner's Name:	DEE 2031 PROPERTY LLC				
e. Owner's Mailing Address:	6192 NW 24 ST BOCA RATON FL 33434				
f. Folio Number of Property on which Building is Located:	4942 27 05 0050				
g. Building Code Occupancy Classification:	B				
h. Present Use:	Business				
i. General Description, Type of Construction:	II-B	Square Footage:	6,652	Number of Stories:	1
j. Special Features: None					

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k.Addition Comments:
The building is structurally safe for its intended use and occupancy, but requires repairs. The repairs consist of roof wood sheeting replacement in accordance with plans prepared by a structural engineer and approved by the Local Building Department.

5.88f

Ex 6

I. Additions to original structure: None

2. PRESENT CONDITION OF STRUCTURE
a. General alignment (Note: good, fair, poor, explain if significant):
1. Bulging: Fair based on wear and tear no significant defects.
2. Settlement: Fair based on wear and tear no significant defects.
3. Deflections: Fair based on wear and tear no significant defects.
4. Expansion: Fair based on wear and tear no significant defects.
5. Contraction: Fair based on wear and tear no significant defects.
b. Portion showing distress (Note, beams, columns, structural walls, floor, roofs, other): Deteriorated roof sheeting was observed.
c. Surface conditions – describe general conditions of finishes, noting cracking, spalling, peeling, signs of moisture penetration and stains: Good condition.
d. Cracks – note location in significant members. Identify crack size as HAIRLINE if barely discernible; FINE if less than 1 mm in width; MEDIUM if between 1 and 2 mm width; WIDE if over 2 mm: Hairlines crack on exterior walls.

5.88g

Ex 6

e. General extent of deterioration – cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood:

Hairlines crack on exterior walls.

f. Previous patching or repairs:

None observed.

g. Nature of present loading indicate residential, commercial, other estimate magnitude:

Commercial

3. INSPECTIONS

a. Date of notice of required inspection: 2-9-22

b. Date(s) of actual inspection: 2-9-22

c. Name and qualifications of individual submitting report:

George Akouri, P.E.

d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures:

Not required

e. Structural repair-note appropriate line:

1. None required: X

2. Required (describe and indicate acceptance):

4. SUPPORTING DATA

a. None sheet written data

b. None photographs

c. None drawings or sketches

5.88h

Ex 6

5. MASONRY BEARING WALL = Indicate good, fair, poor on appropriate lines:
a. Concrete masonry units: Good
b. Clay tile or terra cota units: None
c. Reinforced concrete tie columns: Good
d. Reinforced concrete tie beams: Good
e. Lintel: Good
f. Other type bond beams: None
g. Masonry finishes -exterior: Good
1. Stucco: Good
2. Veneer: None
3. Paint only: Good
4. Other (describe):
h. Masonry finishes - interior:
1. Vapor barrier: None visible
2. Furring and plaster: Good
3. Paneling: None
4. Paint only: Good
5. Other (describe):
i. Cracks:
1. Location – note beams, columns, other: Exterior walls
2. Description: Hairline
j. Spalling: None
1. Location – note beams, columns, other:
2. Description:
k. Rebar corrosion-check appropriate line:
1. None visible: X
2. Minor-patching will suffice:
3. Significant-but patching will suffice:

Ex 6

4. Significant-structural repairs required:

l. Samples chipped out for examination in spall areas:

1. No: X

2. Yes – describe color, texture, aggregate, general quality:

6. FLOOR AND ROOF SYSTEM

a. Roof:

1. Describe (flat, slope, type roofing, type roof deck, condition):

Flat single-ply roof system over a wood deck. Good condition.

2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of support:

Air conditioning supports in good condition.

3. Note types of drains and scuppers and condition:

Gutter and downspout. Good condition.

b. Floor system(s):

1. Describe (type of system framing, material, spans, condition):

Concrete slab on grade. Good condition.

c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members:

Ceiling exposed. Good condition.

7 STEEL FRAMING SYSTEM

a. Description:

This is not a steel building.

5.88j

Ex 6

b. Exposed Steel- describe condition of paint and degree of corrosion:

No exposed steel.

c. Concrete or other fireproofing – note any cracking or spalling and note where any covering was removed for inspection:

None observed

d. Elevator sheave beams and connections, and machine floor beams – note condition:

There is no elevator. Not required.

8. CONCRETE FRAMING SYSTEM

a. Full description of structural system:

Concrete slab on grade floor, masonry walls, tie beams, and flat single-ply roof system over a wood deck.

b. Cracking:

1. Not significant: X
2. Location and description of members affected and type cracking:

c. General condition:

Good

d. Rebar corrosion – check appropriate line:

1. None visible: X
2. Location and description of members affected and type cracking:
3. Significant but patching will suffice:
4. Significant – structural repairs required (describe):

e. Samples chipped out in spall areas:

1. No: X
2. Yes, describe color, texture, aggregate, general quality:

5.88k

Ex6

9. WINDOWS
a. Type (Wood, steel, aluminum, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other): Storefront
b. Anchorage- type and condition of fasteners and latches: Good
c. Sealant – type of condition of perimeter sealant and at mullions: Good
d. Interiors seals – type and condition at operable vents: None
e. General condition: Good condition

10. WOOD FRAMING
a. Type – fully describe if mill construction, light construction, major spans, trusses: Wood joists framing systems
b. Note metal fitting i.e., angles, plates, bolts, split pintles, other, and note condition: Plates in good condition.
c. Joints – note if well fitted and still closed: Good
d. Drainage – note accumulations of moisture: None observed.
e. Ventilation – note any concealed spaces not ventilated: None observed.
f. Note any concealed spaces opened for inspection: Not necessary

Ex6

ELECTRICAL SAFETY INSPECTION REPORT FORM

Inspection Firm or Individual Name: Akouri Consulting Engineers
Address: 4651 Sheridan Street Suite 260, Hollywood, FL 33021
Telephone Number: 954-989-8885
Inspection Commenced Date: 2/9/22 Inspection Completed Date: 2/9/22

V No Repairs Required Repairs are required as outlined in the attached inspection report

GEORGE AKOURI LICENSE No. 49526 STATE OF FLORIDA PROFESSIONAL ENGINEER

Licensed Professional,
Engineer/Architect Name: George Akouri M.S.C.E., P.E.
License Number: 49526

I am qualified to practice in the discipline in which I am hereby signing.
Signature [signature] Date: 2/12/22

OK by 2/14/22

This report has been based upon the minimum inspection guidelines for building safety inspection as listed in the Broward County Board of Rules and Appeals' Policy #05-05. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the electrical system, based upon careful evaluation of observed conditions, to the extent reasonably possible

DESCRIPTION OF STRUCTURE

a. Name on Title:	DEE 2031 PROPERTY LLC
b. Street Address:	2031 WILTON DRIVE, WILTON MANORS FL 33305
c. Legal Description:	WILTON MANORS FIRST ADD 21-44 B LOT 4,5 LESS W 15 FOR ALLEY,& TOGE
d. Owner's Name:	DEE 2031 PROPERTY LLC
e. Owner's Mailing Address:	6192 NW 24 ST BOCA RATON FL 33434
f. Folio Number of Property on which Building is Located:	4942 27 05 0050
g. Building Code Occupancy Classification:	B
h. Present Use:	Business
i. General Description, Type of Construction:	II-B
Square Footage:	6,652
Number of Stories:	1

j. Special Features:
None

RECEIVED FEB 17 2023 BY:

k. Additional Comments:
The building is electrically safe for its intended use and occupancy.

5.89

Ex 6

MINIMUM GUIDELINES AND INFORMATION FOR RECERTIFICATION OF ELECTRICAL SYSTEMS OF FORTY (40) YEAR STRUCTURES

1. ELECTRIC SERVICE

1. Size:	Amperage		Fuses		Breakers	X	
2. Phase:	Three Phase		Single Phase	✓	Needs Repair		
3. Condition:	Good	✓	Fair				

Comments:
There are 5 (five) main disconnects:
#1,#2 - 125A, 1Ø,120/240V each
#3,#4 - 200A, 1Ø,120/240V each
#5 - 400A, 1Ø,120/240V

2. METER AND ELECTRIC ROOM

1. Clearances:	Good	✓	Fair		Requires Correction	

Comments:
Meters located on exterior wall

3. GUTTERS

Location:	Good	✓	Requires Repair	
Taps and Fill:	Good	✓	Requires Repair	

Comments:

5.89a

Ex 6

4. ELECTRICAL PANELS

Location: Good ☑ Needs Repair ☐

1. Panel #( )

Good ☐ Needs Repair ☐

2. Panel #( )

Good ☐ Needs Repair ☐

3. Panel #( )

Good ☐ Needs Repair ☐

4. Panel #( )

Good ☐ Needs Repair ☐

5. Panel #( )

Good ☐ Needs Repair ☐

Comments:

5. BRANCH CIRCUITS:

1. Identified: Yes ☑ Must be identified ☐

2. Conductors: Good ☑ Deteriorated ☐ Must be replaced ☐

Comments:

5.89b

Ex 6

6. GROUNDING SERVICE:

Good ☑ Repairs Required ☐

Comments:

7. GROUNDING OF EQUIPMENT:

Good ☑ Repairs Required ☐

Comments:

8. SERVICE CONDUITS/RACEWAYS:

Good ☑ Repairs Required ☐

Comments:

9. SERVICE CONDUCTOR AND CABLES:

Good ☑ Repairs Required ☐

Comments:

Ex 6

10. TYPES OF WIRING METHODS:

Conduit Raceways:	Good	☑	Repairs Required	☐
Conduit PVC:	Good	☐	Repairs Required	☐
NM Cable:	Good	☐	Repairs Required	☐
BX Cable:	Good	☐	Repairs Required	☐

11. FEEDER CONDUCTORS:

Good ☑ Repairs Required ☐

Comments:

12. EMERGENCY LIGHTING:

Good ☑ Repairs Required ☐

Comments:

13. BUILDING EGRESS ILLUMINATION:

Good ☑ Repairs Required ☐

Comments:

5.89d

Ex 6

14. FIRE ALARM SYSTEM:

Good ☐ Repairs Required ☐

Comments:
There is no fire alarm system.

15. SMOKE DETECTORS:

Good ☐ Repairs Required ☐

Comments:
There are no smoke detectors.

16. EXIT LIGHTS:

Good ☑ Repairs Required ☐

Comments:

17. EMERGENCY GENERATOR:

Good ☐ Repairs Required ☐

Comments:
There is no generator. Not required.

Ex6

22. ADDITIONAL COMMENTS:

The building is electrically safe for its intended use and occupancy.

5.89g

Ex 6

Sent: 07/18/2022 - 03:23 PM
To: deeproperties@live.com
CC:
Subject: Denied Comments

City of Wilton Manors
Community Development Services
2020 Wilton Drive
Wilton Manors, FL 33305
954-390-2180 Fax: 954-567-6069
HOURS: Monday - Thursday 7am - 6pm

Life's Just Better Here

Please note: Florida Public Records Law provides that most written communicatios to or from municipal employees regarding city business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.

Permit #: WM22-000497
Address: 2031 WILTON DR # A

Reviews

Review Type	Reviewer	Status	Date	Comments
Submittal Review	Lisa Britt	Approved with Comments	03/30/2022	
Electrical Review	Al Bostwick	Approved	04/06/2022	
Structural Review	Phil Sauer	Denied	04/07/2022	1) Safety inspection noted repairs are required, this safety report cannot be approved until such time that the repairs are carried out and a new safety inspection report submitted. Work will require a permit to be applied for, issued, and completed; FBC BCA 110.15
Structural Review	Phil Sauer	Denied	04/07/2022	2) Item number 2 on the report, PRESENT CONDITION OF STRUCTURE, is answered as all "fair" in describing the listed defects, are there any defects? If none, place "none" next to the defective condition.
Review Complete	Lisa Britt	Denied	04/07/2022	
Submittal Review	Lisa Britt	Approved	04/27/2022	
Structural Review	Phil Sauer	Denied	05/04/2022	Report modified, however, the safety inspection noted repairs are required, this safety report cannot

Ex 7

				submitted. Work will require a permit to be applied for, issued, and completed; FBC BCA 110.15
Review Complete	Lisa Britt	Denied	05/04/2022	
Submittal Review	Lisa Britt	Approved	07/15/2022	
Structural Review	Frank Gobeo	Denied	07/16/2022	PERMIT REQUIRED FOR REPAIRS PER ENGINEER REPORT
Review Complete	Lisa Britt	Denied	07/18/2022	

Thank you,

Angela Ruffner

Ex 7.

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

Record & Return to:

Wilton Manors Police Department
Code Compliance Unit
ATTN: Kim Holinko
2020 Wilton Drive
Wilton Manors, FL 33305-2122

CITY OF WILTON MANORS
COUNTY OF BROWARD
STATE OF FLORIDA

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Order Imposing Fine Lien case 22-000237

WITNESS my hand and official seal in the City of Wilton Manors, Broward County, Florida, this 19 day of October 2022

City Clerk

CITY OF WILTON MANORS
Petitioner
vs.
DEE 2031 PROPERTY LLC
Respondent

RE: Case No. 22-000237

ORDER IMPOSING FINE AND LIEN

THIS CAUSE FIRST CAME, by administrative Hearing, before the undersigned Special Magistrate of the City of Wilton Manors, Florida on **March 29, 2022**, after due notice to the Respondent, at which time the Special Magistrate heard testimony under oath, received evidence, determined findings of fact and conclusions of law and thereupon issued a Final Order. The Final Order found the Respondent to be in violation of Wilton Manors Code of Ordinances Section(s): **Broward County Administrative Code of the Florida Building Code - Building Safety Inspection Program.**. The subject violation occurred at the RESPONDENTS' real property located at **2031 WILTON Drive** , within the City of Wilton Manors and more particularly described as follows:
Folio # - 494227050050
Legal Description - WILTON MANORS FIRST ADD 21-44 B LOT 4,5 LESS W 15 FOR ALLEY,& TOGETHER WITH THAT PT OF 13 FT E-W ALLEY LYING BET LOTS 4 & 5 & LYING E OF LINE FORMED BY SLY EXT OF WLY/L OF LOT 4 & NLY EXT OF LINE 13 E OF W/L OF LOT 5

Said Final Order required the Respondent to take corrective action to remedy the violation by a set compliance date. Under oath the Code Officer testified to the Special Magistrate on **October 05, 2022,** that the required corrective action **had /had not** taken place by the compliance date set out in the Final Order in this case and that in fact the RESPONDENT'S property is in **violation/compliance**. The Code Enforcement Officer further testified that the RESPONDENT **paid/failed** to pay the Administrative costs imposed by the Final Order. In determining the amount of the fine, the Special Magistrate has considered all factors set forth in §162.09(b), Fla. Stat.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:
1. A daily fine in the amount of **$150.00** is hereby imposed, commencing on 6/28/22. The property has been in violation for 100 days x's **$150.00** per day totals, **$15,000.00** to be certified. The fine shall continue to accrue until compliance has been met.
2. The fine set out above shall, pursuant to Chapter 162 Florida Statutes, constitute a lien against the real property on which the violation exists and upon any other real or personal property of the RESPONDENT and the PETITIONER City may record a true copy of this order in the Public Records of Broward County, Florida.

Ex 8

3. After three (3) months from filing this lien, if it remains unpaid, the City Attorney may, subject to City Commission approval, foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

DONE AND ORDERED on **October 05, 2022**

CITY OF WILTON MANORS, FLORIDA

Special Magistrate

Special Magistrate Clerk

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 5th day of October, 2022 by Thomas J. Ansbro, Special Magistrate and Kim Holinko, Clerk to the Special Magistrate respectively, who are personally known to me or have produced _____ as identification
SWORN TO AND SUBSCRIBED BEFORE ME this 5th day of October, 2022

Patricia A. Staples
Notary Public
May 14, 2026
My Commission Expires:
HH217070
Serial Number, If any

PATRICIA A. STAPLES
MY COMMISSION # HH 217070
EXPIRES: May 14, 2026

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent by Regular U.S. Mail and Certified/Return Receipt this 12th day of OCTOBER, 2022

to the RESPONDENT:
DEE 2031 PROPERTY LLC
6192 NW 24 ST
BOCA RATON, FL 33434

to the REGISTERED AGENT:
SELZER, JEFFREY S
2550 N.E. 15th Ave.
WILTON MANORS, FL 33334

Special Magistrate Clerk, Kim Holinko

Ex 8

CITY OF WILTON MANORS
Date 04/07/2022 11:39:42 AM
CODE - ADMIN FEES
Receipt 313546
Amount $150.00

20.

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SPECIAL MAGISTRATE FINAL ORDER

CITY OF WILTON MANORS
Petitioner
vs.
DEE 2031 PROPERTY LLC
Respondent

IN RE: Case No. 22-000237

Hearing Date: March 29, 2022
Violation(s): Broward County Administrative Code of the Florida Building Code,

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. At the subject hearing the PETITIONER City entered into the record evidence of proper notice to the RESPONDENT thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing.

The record indicates that the RESPONDENT owns the real property located at: **2031 WILTON Drive, WILTON MANORS, FL 33305** and more particularly described as follows: **Folio No.:494227050050**

SEE EXHIBIT "A" LEGAL DESCRIPTION

Based upon the statements made by the RESPONDENT and/or the evidence and testimony submitted by the PETITIONER, the RESPONDENT is hereby found to be:

✓ **In Violation** ☐ **Dismissed** ☐ **Continued to:** _____ at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

-FINES / FEES-

ADMINISTRATIVE COSTS: $ 150.00 TOTAL AMOUNT DUE: $ 150.00

FINE AMOUNT: $ - PAYMENT DUE DATE: 4/28/22

-TIME / PENALTY-

And the RESPONDENT is given until 6/27/22 to remedy the violation. Failure to do so will result in a **per diem fine** of One hundred fifty dollars & 00/100 ($ 150.00) for each day the RESPONDENT'S property remains in violation beyond the date set for compliance. This matter is scheduled for a certification hearing on 10/5/22 at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

WITNESSES: ☐ **HOLINKO** ☐ **SMITH** ☐ **MOORE** ✓ **ALBERRO** AND: _____

EVIDENCE PRESENTED: ✓ **Proof of Service** ☐ **BCPA** ✓ **Photos** Other _____

Failure to correct the violation and pay the accrued fines / fees by date required may result in the execution of a NOTICE OF LIEN which may be recorded in the public records of Broward County, Florida, thereafter constituting a lien on the real or personal property of the RESPONDENT as provided by law.

****

Done and Ordered this 29th day of March, 2022

Denise Smith
Clerk to the Hearing Officer

CITY OF WILTON MANORS, FLORIDA

HEARING OFFICER

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of X physical presence or ☐ online notarization, this **March 29, 2022** by Thomas J. Ansbro, Hearing Officer and Denise Smith, Clerk to the Hearing Officer, who are personally known to me or who have produced _____ as identification.

Kimberly Holinko
Notary Public

My Commission Expires

KIMBERLY ANN HOLINKO
Notary Public - State of Florida
Commission # GG 358311
My Comm. Expires Jul 24, 2023
Bonded through National Notary Assn.

Serial Number, if any

Ex 8

DISPLAY THIS CARD ON FRONT OF JOB
CITY OF WILTON MANORS, FLORIDA

BUILDING PERMIT

PERMIT No. WM23-000202 ZONE

OWNER Dec 2031 Property LLC DATE 6-8-23

STATE REGISTRATION STATE CERTIFIED CGC1524049

CONTRACTOR All Building & Construction

PURPOSE Replace damaged wood w/ Mansard Replace roof along mansard

LOT 4 & 5 BLOCK

SUBDIVISION Wilton Manors First

ADDRESS 2031 Wilton Dr.

"WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

Certificate of Occupancy must be secured
before this building can be used for any purpose

DO NOT REMOVE THIS CARD BEFORE COMPLETION
PER FBC SECTION 105.7

WM23-000202

Ex 9

			SET BACKS					
			OVERHANGS			**FINAL**		
			FENCING			ENGINEERING		
TIE BEAM			PARKING					
			LANDSCAPING			**FINAL**		
			SIGNS					
						ELECTRICAL		
						TEMPORARY POLE		
TRUSS/JOIST						PERMANENT POLE		
ROOF SHEATHING						SERVICE RETAP		
TIN CAP			**FINAL**			SERVICE		
ROOF COVERING						30-DAY TEMPORARY		
FRAMING EXT	6/13/23	jm	**PLUMBING**			POOL GROUNDING		
			ROUGH			SLAB GROUNDING		
			TOP OUT			UNDERGROUND		
			FIRE LINES			SLAB		
			FIRE SPRINKLERS			ROUGH		
EXT. WALL SHEATH.	6/13/23	jm	SEP.TANK HOOK-UP			CEILING		
INSULATION			SEWER HOOK-UP			TELEPHONE ROUGH		
LATH/~~DRYWALL~~	6/13/23	jm	ROOF DRAINS			TV ROUGH		
ELEVATORS			SOLAR SYSTEM			INTERCOM ROUGH		
POOL			GAS			ALARM ROUGH		
PAVING			LP TANK			SIGNS		
			WELL					
			LAWN SPRINKLERS					
DOCK			MAIN DRAIN					
SEAWALL			POOL PIPING					
SIGNS			POOL HEATER					
			2nd ROUGH					
FINAL	6/13/23	jm	**FINAL**			**FINAL**		

ATTACH HERE

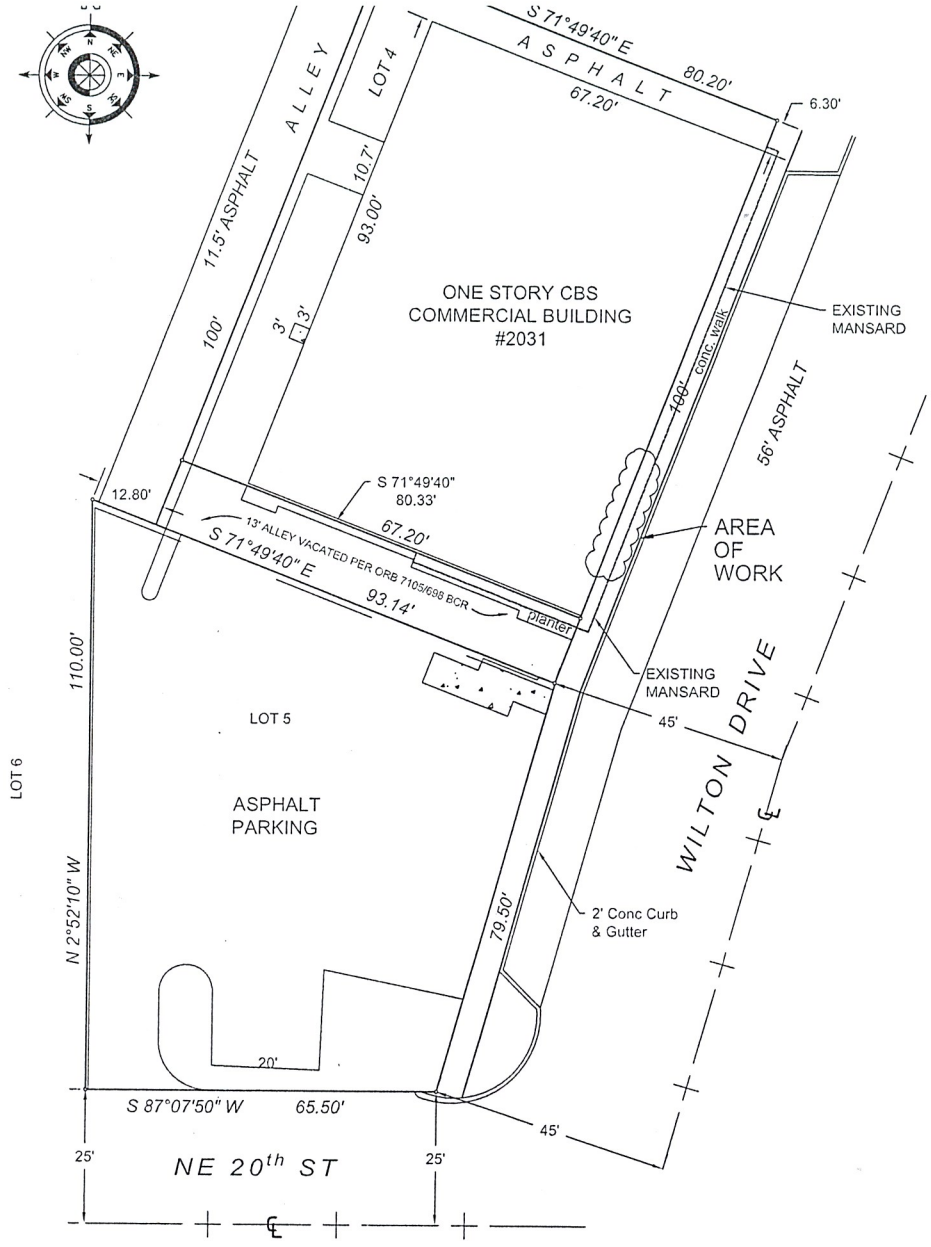
ATTACH HERE

Certificate of Occupancy must be secured
before this building can be used for any purpose

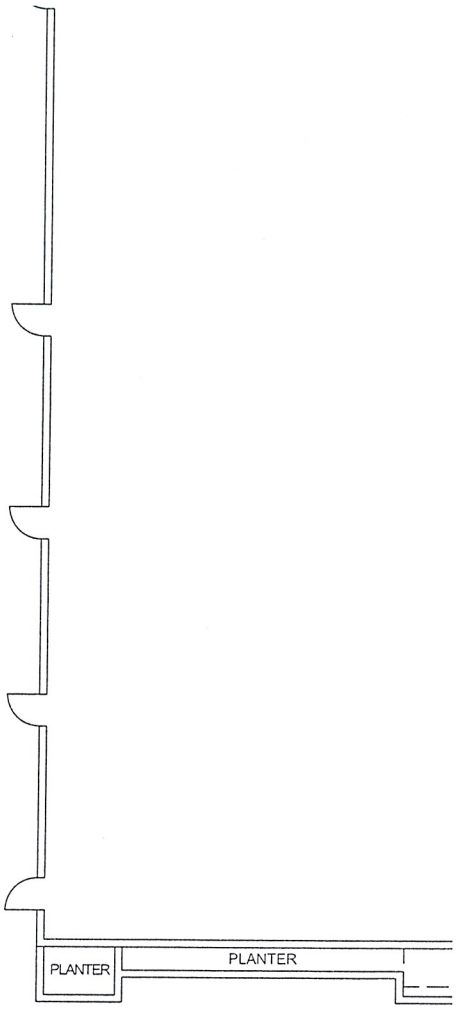
DO NOT REMOVE THIS CARD BEFORE COMPLETION
PER FBC SECTION 105.7

WM23-000202

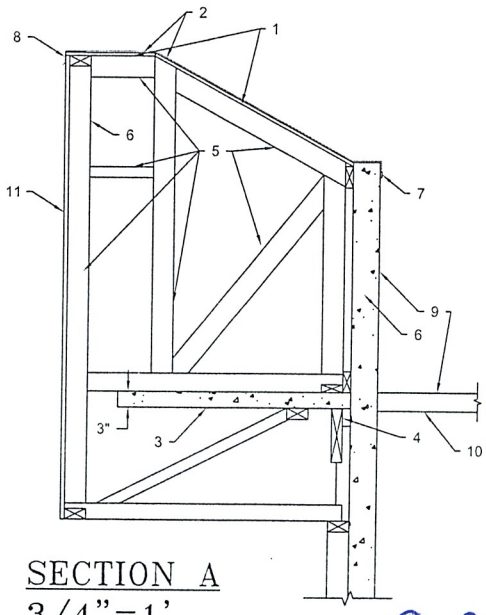
EX9



EXISTING SITE
PLAN (TO REMAIN)
1:16



EXISTING FLOOR PLAN (
1/8"=1'

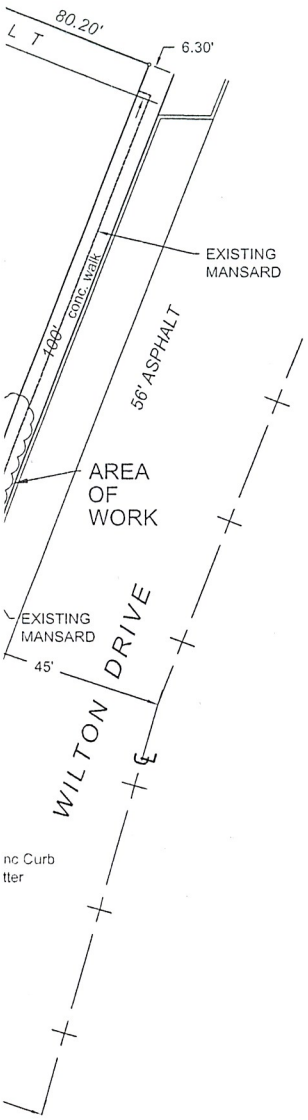


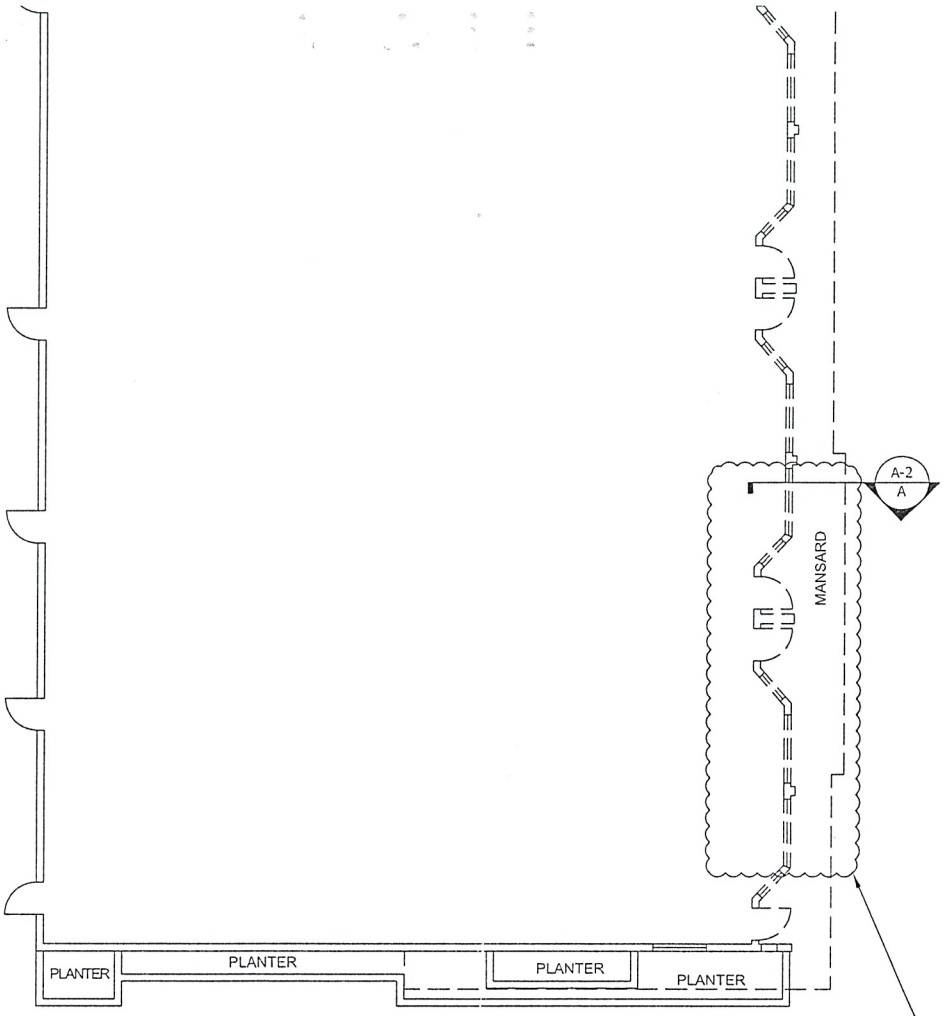
SECTION A
3/4"=1'

LEADER NOTES FOR SECTION A:

1. EXISTING BUILT UP ROOF SYSTEM FOR THE MANSA SYSTEM MUST BE REPLACED IN ACCORDANCE WIT MUST INSTALL A TERMINATION BAR TO SEPARATE ROOF.
2. EXISTING $\frac{5}{8}$" EXTERIOR PLYWOOD. ALL DAMAGED MI EQUAL.
3. EXISTING CONCRETE OVERHANG TO REMAIN.
4. EXISTING FRAMING MEMBER 2"x10" TO REMAIN.
5. EXISTING 2X4 YELLOW SOUTHERN PINE. ALL DAMAG WITH EQUAL.
6. EXISTING CONCRETE WALL TO REMAIN.
7. EXITING TERMINATION BAR TO BE REPALCED.
8. EXISTING METAL EDGE TO BE REPLACED.
9. EXISTING BUILT UP ROOF SYSTEM TO REMAIN.
10. EXISTING FLAT ROOF FRAMING TO REMAIN.
11. EXISTING STUCCO OVER PLYWOOD TO BE REPLACE
    a. REPLACE ALL EXISTING PLYWOOD WITH NEW SHE HAVE A MINIMUM NOMINAL THICKNESS OF 19/32 IN TWO OR MORE SPANS WITH FACE GRAIN PERPENI GAP BETWEEN PANELS FOR EXPANSION AND CON BE NAILED TO SUPPORTS WITH 8D RING SHANK NA ON CENTER AT PANEL EDGES AND AT INTERMEDIA BE 4 INCHES ON CENTER AT GABLE ENDS WITH EIT COMMON NAILS. NAILS SHALL BE HAND DRIVEN 8D RING SHANK NAILS OF THE FOLLOWING MINIMUM D SHANK DIAMETER, (B) RING DIAMETER OF 0.012 IN(20 RINGS PER INCH, (D) 0.280 INCH FULLROUND HE LENGTH. NAILS OF A SMALLER DIAMETER OR LENG APPROVED BY THE ENGINEER OF RECORD AND O ACCORDINGLY.
    b. TYVEK (BUILDING WRAP BY DUPONT) ATTACHED TO EX CORROSION-RESISTANT 7/8-INCH LONG, 16 GAGE STAF A FLAT SURFACE.
    c. AMICO 60 MINUTES GRAD D PAPER ATTACHED TO EXIS CORROSION-RESISTANT 7/8-INCH LONG, 16 GAGE STAF A FLAT SURFACE.
    d. LATH ATTACHMENTS SHALL BE ATTACHED WITH CORR GAGE NAILS HAVING A 7/16-INCH HEAD,SPACING OF NAI THE ASSEMBLY AND INTO THE FRAMING MEMBER.
    e. APPLY THREE COATS OF STUCCO.

Ex 9





EXISTING FLOOR PLAN (PERIMETER)
1/8"=1'

AREA OF WORK

MEMBERS WITHIN
OF THE ROOF SYS

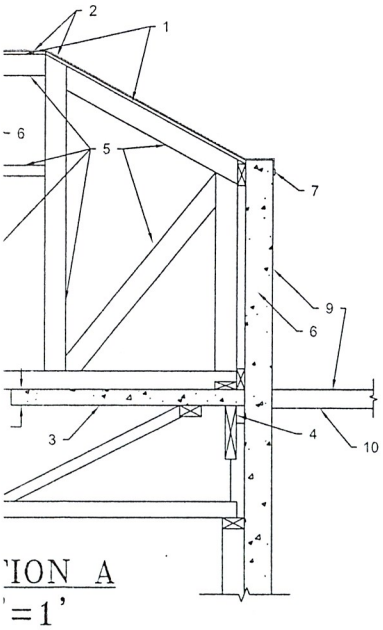
THE WORK MUST
THESE PLANS ANI
EXISTING BUILDIN
CLASSIFIED AS AL

THIS WORK WILL
BUILDING OR SITE

ALL WORK TO BE
FLORIDA BUILDING
BUILDING.

GENERAL NOTES:

1. ALL MATERIALS AND CO
BUILDING CODE .
2. NO DIMENSIONS SHALL E
3. GENERAL CONSTRUCTO
CONDITIONS PRIOR TO C
OF ANY DISCREPANCIES
ANY VARIATIONS NEEDE
4. ALL REFERENCED STAN
SPECIFICATIONS ARE IS
5. WATERPROOFING DRAW
BE BROUGHT TO THE AT
WORK.
6. GENERAL CONTRACTOR
AND LOADS FROM INDUC
CONSTRUCTION.
7. ALL KNOWN UTILITIES DI
ATTENTION OF THE ARC
TO ALL AFFECTED PARTI
8. GENERAL CONTRACTOR
WITH ANY REVISED DRA
CLARIFICATION SKETCHE
9. TYPICAL DETAILS AND NO
OTHERWISE. CONSTRUC
BE SIMILAR TO DETAILS A
10. THE GENERAL CONTRAC
ADJACENT PROPERLY, S
BUILDING DEPARTMENT.
11. TEMPORARY BRACING SH
STRUCTURE IN PLACE UN
12. THE CONTRACTOR SHALL
KIND, INCLUDING WATER
SHOWN OR INDICATED O
WORKMANSHIP SHALL BE
SKILLED IN THEIR TRADE.
13. THE CONTRACTOR SHALL
AND BE RESPONSIBLE FO
14. THE PREMISES SHALL BE
THE END OF THE JOB THE
TOOLS AND LEAVE THE B
15. JOB SITE VISITS BY THE E
SPECIFICALLY CONTRAC
DEPARTMENT SHALL BE U
16. SHOP DRAWINGS ARE AN
DRAWINGS. IT SHALL BE T
THAT ALL CONSTRUCTIO
17. THE CONTRACTOR SHALL
PRIOR TO PLACEMENT. TI
COMPLIANCE WITH THE S
GUARANTEE IN ANY WAY
SUPERSEDE THE STRUCT
18. IF AKOURI CONSULTING E
ALL STRUCTURAL COMPO
WILL ACCEPT NO RESPON
BUILDING CODE, STANDAI

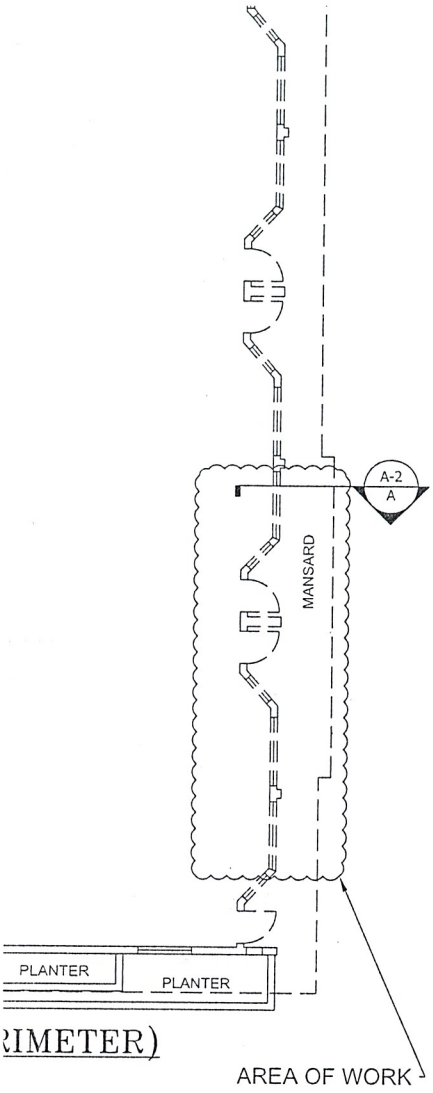


'ION A
'=1'

LEADER NOTES FOR SECTION A:

1. EXISTING BUILT UP ROOF SYSTEM FOR THE MANSARD. THE ENTIRE MANSARD ROOF SYSTEM MUST BE REPLACED IN ACCORDANCE WITH A ROOFING PERMIT. CONTRACTOR MUST INSTALL A TERMINATION BAR TO SEPARATE THE FLAT ROOF FROM THE MANSARD ROOF.
2. EXISTING $\frac{5}{8}$" EXTERIOR PLYWOOD. ALL DAMAGED MEMBERS MUST BE REPLACED WITH EQUAL.
3. EXISTING CONCRETE OVERHANG TO REMAIN.
4. EXISTING FRAMING MEMBER 2"x10" TO REMAIN.
5. EXISTING 2X4 YELLOW SOUTHERN PINE. ALL DAMAGED MEMBERS MUST BE REPLACED WITH EQUAL.
6. EXISTING CONCRETE WALL TO REMAIN.
7. EXITING TERMINATION BAR TO BE REPALCED.
8. EXISTING METAL EDGE TO BE REPLACED.
9. EXISTING BUILT UP ROOF SYSTEM TO REMAIN.
10. EXISTING FLAT ROOF FRAMING TO REMAIN.
11. EXISTING STUCCO OVER PLYWOOD TO BE REPLACED AS FOLLOWS:
    a. REPLACE ALL EXISTING PLYWOOD WITH NEW SHEATHING RATED FOR EXPOSURE 1, HAVE A MINIMUM NOMINAL THICKNESS OF 19/32 INCH AND SHALL BE CONTINUOUS OVER TWO OR MORE SPANS WITH FACE GRAIN PERPENDICULAR TO SUPPORTS. MAINTAIN $\frac{1}{8}$" GAP BETWEEN PANELS FOR EXPANSION AND CONTRACTION. PLYWOOD PANELS SHALL BE NAILED TO SUPPORTS WITH 8D RING SHANK NAILS. NAIL SPACING SHALL BE 6 INCHES ON CENTER AT PANEL EDGES AND AT INTERMEDIATE SUPPORTS. NAIL SPACING SHALL BE 4 INCHES ON CENTER AT GABLE ENDS WITH EITHER 8D RING SHANK NAILS OR 10D COMMON NAILS. NAILS SHALL BE HAND DRIVEN 8D RING SHANK OR POWER DRIVEN 8D RING SHANK NAILS OF THE FOLLOWING MINIMUM DIMENSIONS: (A) 0.113 INCH NOMINAL SHANK DIAMETER, (B) RING DIAMETER OF 0.012 INCH OVER SHANK DIAMETER, (C) 16 TO 20 RINGS PER INCH, (D) 0.280 INCH FULLROUND HEAD DIAMETER, (E) 2- INCH NAIL LENGTH. NAILS OF A SMALLER DIAMETER OR LENGTH MAY BE USED ONLY WHEN APPROVED BY THE ENGINEER OF RECORD AND ONLY WHEN THE SPACING IS REDUCED ACCORDINGLY.
    b. TYVEK (BUILDING WRAP BY DUPONT) ATTACHED TO EXISTING PLYWOOD WITH CORROSION-RESISTANT 7/8-INCH LONG, 16 GAGE STAPLES STAGGERED SPACING TO MAINTAIN A FLAT SURFACE.
    c. AMICO 60 MINUTES GRAD D PAPER ATTACHED TO EXISTING PLYWOOD WITH CORROSION-RESISTANT 7/8-INCH LONG, 16 GAGE STAPLES STAGGERED SPACING TO MAINTAIN A FLAT SURFACE.
    d. LATH ATTACHMENTS SHALL BE ATTACHED WITH CORROSION-RESISTANT 11/2-INCH-LONG , 11 GAGE NAILS HAVING A 7/16-INCH HEAD,SPACING OF NAILS SHALL BE 6" O.C. PENETRATING THRU THE ASSEMBLY AND INTO THE FRAMING MEMBER.
    e. APPLY THREE COATS OF STUCCO.

9x9



RIMETER)

ENTIRE MANSARD ROOF
FING PERMIT. CONTRACTOR
ROOF FROM THE MANSARD

MUST BE REPLACED WITH

BERS MUST BE REPLACED

LLOWS:
ATED FOR EXPOSURE 1,
SHALL BE CONTINUOUS OVER
TO SUPPORTS. MAINTAIN $\frac{1}{8}$"
N. PLYWOOD PANELS SHALL
SPACING SHALL BE 6 INCHES
ORTS. NAIL SPACING SHALL
RING SHANK NAILS OR 10D
ANK OR POWER DRIVEN 8D
NS: (A) 0.113 INCH NOMINAL
SHANK DIAMETER, (C) 16 TO
ETER, (E) 2- INCH NAIL
BE USED ONLY WHEN
N THE SPACING IS REDUCED

YWOOD WITH
GGERED SPACING TO MAINTAIN

VOOD WITH
GGERED SPACING TO MAINTAIN

SISTANT 11/2-INCH-LONG , 11
BE 6" O.C. PENETRATING THRU

THE WORK CONSISTS OF THE REPLACING DAMAGED WOOD MEMBERS WITHIN THE MANSARD AND THE REPLACEMENT OF THE ROOF SYSTEM ALONG THE ENTIRE MANSARD.

THE WORK MUST BE COMPLETED IN ACCORDANCE WITH THESE PLANS AND THE FLORIDA BUILDING CODE 2020, EXISTING BUILDING CHAPTER 6. THE WORK IS CLASSIFIED AS ALTERATION LEVEL 1.

THIS WORK WILL NOT AFFECT THE APPEARANCE OF THE BUILDING OR SITE.

ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2020, 7TH EDITION, EXISTING BUILDING.

RECEIVED
MAY 23 2023
BY:

GENERAL NOTES:

1. ALL MATERIALS AND CONSTRUCTION SHALL COMPLY WITH THE LATEST EDITION OF THE FLORIDA BUILDING CODE .
2. NO DIMENSIONS SHALL BE SCALED FROM DRAWINGS.
3. GENERAL CONSTRUCTOR SHALL CHECK, REVIEW, AND VERIFY ALL PLANS, DIMENSIONS, AND SITE CONDITIONS PRIOR TO CONSTRUCTION. THE ENGINEER OF RECORD SHALL BE NOTIFIED IN WRITING OF ANY DISCREPANCIES OR OMISSIONS NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS, OR ANY VARIATIONS NEEDED IN ORDER TO CONFORM TO THE CODES, RULES, AND REGULATIONS.
4. ALL REFERENCED STANDARDS REFER TO THE EDITION ENFORCED AT THE TIME THESE PLANS AND SPECIFICATIONS ARE ISSUED FOR BID.
5. WATERPROOFING DRAWINGS SHALL BE WORKED TOGETHER WITH ROOFING DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
6. GENERAL CONTRACTOR SHALL RESTRICT AND PROPERLY ISOLATE ALL CONSTRUCTION EQUIPMENT AND LOADS FROM INDUCING OR TRANSMITTING VIBRATIONS TO THE STRUCTURE DURING CONSTRUCTION.
7. ALL KNOWN UTILITIES DISCOVERING DURING CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPORTED TO ALL AFFECTED PARTIES, INCLUDING THE ARCHITECT/ENGINEER.
8. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING HIS CONSTRUCTION DOCUMENTS WITH ANY REVISED DRAWINGS AND SPECIFICATIONS, FIELD ORDERS, CHANGE ORDERS, AND CLARIFICATION SKETCHES ISSUED DURING THE COURSE OF CONSTRUCTION.
9. TYPICAL DETAILS AND NOTES ON THESE DRAWINGS SHALL APPLY UNLESS SPECIFICALLY NOTED OTHERWISE. CONSTRUCTION DETAILS AND SECTIONS NOT COMPLETELY SHOWN OR NOTED SHALL BE SIMILAR TO DETAILS AND SECTIONS SHOWN OR NOTED FOR SIMILAR CONDITIONS.
10. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SHORING AND PROTECTION OF ADJACENT PROPERLY, STRUCTURES, STREETS, AND UTILITIES IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT.
11. TEMPORARY BRACING SHALL BE PROVIDED AS REQUIRED TO HOLD ALL COMPONENTS OF THE STRUCTURE IN PLACE UNTIL FINAL SUPPORT IS SECURELY ANCHORED.
12. THE CONTRACTOR SHALL SUPPLY ALL LABOR MATERIALS, EQUIPMENT, AND SERVICES OF EVERY KIND, INCLUDING WATER AND POWER, NECESSARY FOR THE PROPER EXECUTION OF THE WORK SHOWN OR INDICATED ON THESE DRAWINGS. ALL MATERIALS SHALL BE NEW MATERIALS AND WORKMANSHIP SHALL BE OF GOOD QUALITY. ALL WORKMEN AND SUBCONTRACTORS SHALL BE SKILLED IN THEIR TRADE.
13. THE CONTRACTOR SHALL ADEQUATELY PROTECT HIS WORK, ADJACENT PROPERTY, AND THE PUBLIC, AND BE RESPONSIBLE FOR DAMAGE OR INJURY DUE TO HIS ACT OR NEGLECT.
14. THE PREMISES SHALL BE KEPT FROM ACCUMULATION OF WASTE MATERIALS, AND DEBRIS, AND AT THE END OF THE JOB THE CONTRACTOR SHALL REMOVE ALL RUBBISH, SURPLUS MATERIALS, AND TOOLS AND LEAVE THE BUILDING BROOM CLEAN.
15. JOB SITE VISITS BY THE ENGINEER DO NOT CONSTITUTE AN OFFICIAL INSPECTION, UNLESS SPECIFICALLY CONTRACTED FOR "SPECIAL" INSPECTIONS AS REQUIRED BY THE LOCAL BUILDING DEPARTMENT SHALL BE UNDER A SEPARATE CONTRACT.
16. SHOP DRAWINGS ARE AN AID FOR FIELD PLACEMENT AND ARE SUPERSEDED BY THE STRUCTURAL DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO MAKE CERTAIN THAT ALL CONSTRUCTION IS IN FULL AGREEMENT WITH THE LATEST STRUCTURAL DRAWINGS.
17. THE CONTRACTOR SHALL SUPPLY THE ENGINEER WITH SHOP DRAWINGS A MINIMUM OF TWO WEEKS PRIOR TO PLACEMENT. THE REVIEW OF SHOP DRAWINGS BY THE ENGINEER IS ONLY FOR GENERAL COMPLIANCE WITH THE STRUCTURAL DRAWINGS AND SPECIFICATIONS. THIS REVIEW DOES NOT GUARANTEE IN ANY WAY THAT THE SHOP DRAWINGS ARE CORRECT NOR DOES IT INFER THAT THEY SUPERSEDE THE STRUCTURAL DRAWINGS.
18. IF AKOURI CONSULTING ENGINEERS INC IS NOT RETAINED TO PERFORM INSPECTION SERVICES FOR ALL STRUCTURAL COMPONENTS SHOWN ON THESE DOCUMENTS, AKOURI CONSULTING ENGINEERS WILL ACCEPT NO RESPONSIBILITY IF THE PROJECT IS NOT BUILT IN ACCORDANCE WITH FLORIDA BUILDING CODE, STANDARD ENGINEERING PRACTICE, ETC.

AKOURI CONSULTING ENGINEERS
AUTHORIZATION NUMBER 7357
4651 SHERIDAN ST.
SUITE 260
HOLLYWOOD
FLORIDA 33021

ANTHONY DERIGGI
2031 WILTON DR
WILTON MANORS
FL 33305

SITE PLAN
AND
DETAILS

© Copyright 2001
George Akouri, P.E.

The Engineer hereby reserves all common law copyright and other property rights regarding information depicted in this document. All information, drawings, and designs contained herein shall remain the sole property of the Engineer. Said material may not be copied, reproduced, adopted, changed, transferred, or disclosed to any individual, group of individuals, or any third party in any form or manner whatsoever without the express written permission of the Engineer. Written dimensions shall have precedence over scale dimensions. The appointed building contractor shall verify and be responsible for all actual dimensions and conditions on the job referenced here. Contractors shall promptly notify the Engineer in writing of the existence of any observed variations between the contract documents, these plans and the conditions of the job, or of any observed variations from any and all applicable codes or ordinances of governing regulatory agencies.

REVISIONS

NO	DATE	DESCRIPTION

DRAWN BY VG	DATE 11/7/22
CHECKED BY GA	SCALE SHOWN
SAVED AS	

SHEET NO.:
A-1
NOT VALID UNLESS SIGNED AND SEALED

Ex 9

George Akouri, Professional Engineer, State of Florida, License No. 49526. This item has been digitally signed and sealed by George Akouri, PE, on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

2023.05.18
14:20:21
-04'00'
GEORGE AKOURI, M.S.C.E P.E.
0049526

Select One Trade: ☑ Building ☐ Electrical ☐ Plumbing ☐ Mechanical ☐ Other _____

Application Number: _____ Application Date: _____

1

Job Address: 2031 wilton dr Unit: _____ City: Wilton Manors

Tax Folio No.: _____ Flood Zn: _____ BFE: _____ Floor Area: 6,652 Job Value: _____

Building Use: Commercial Construction Type: IIB Occupancy Group: B

Present Use: Commercial Proposed Use: _____

Description of Work: _____

☐ New ☐ Addition ☐ Repair ☐ Alteration ☐ Demolition ☐ Revision ☑ Other: Inspection

Legal Description: 40/50 year re-certification report ☐ Attachment

2

Property Owner: DEE 2031 PROPERTY LLC Phone: (954) 579-5400 Email: deeproperties@live.com

Owner's Address: 6192 NW 24 St City: Boca Raton State: FL Zip: 33434

3

Contracting Co.: _____ Phone: _____ Email: _____

Company Address: _____ City: _____ State: _____ Zip: _____

Qualifier's Name: _____ ☐ Owner-Builder License Number: _____

4

Architect/Engineer's Name: Akouri Consuting Engineers Phone: (954) 989-8885 Email: george@akouri.net

Architect/Engineer's Address: 4651 Sheridan St #260 City: Hollywood State: FL Zip: 33021

Bonding Company: _____

Bonding Company's Address: _____ City: _____ State: _____ Zip: _____

Fee Simple Titleholder's Name (*If other than the owner*) _____

Fee Simple Titleholder's Name (*If other than the owner*) _____ City: _____ State: _____ Zip: _____

Mortgage Lender's Name: _____

Mortgage Lender's Address: _____ City: _____ State: _____ Zip: _____

Ex 9

Job Address: 2031 wilton dr Unit: _____ City: Wilton Manors

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

X _____ Signature of Property Owner or Agent (Including Contractor)	X _____ Signature of Qualifier
STATE OF FLORIDA COUNTY OF BROWARD	STATE OF FLORIDA COUNTY OF BROWARD
Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or ___ online notarization, this 6 day of June, 2023 by	Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or ___ online notarization, this 6 day of June, 2023 by
+ Andy Martin (Type/Print Property Owner or Agent Name)	GEORGE AKOURI (Type/Print Qualifier or Agent Name)
_____ NOTARY'S SIGNATURE as to Owner or Agent's Signature	_____ NOTARY'S SIGNATURE as to Qualifier or Agent's Signature
KRISTINA AKOURI MY COMMISSION # GG956112 EXPIRES: February 06, 2024 Notary Name KRISTINA AKOURI (Print, Type or Stamp Notary's Name)	KRISTINA AKOURI MY COMMISSION # GG956112 EXPIRES: February 06, 2024 Notary Name KRISTINA AKOURI (Print, Type or Stamp Notary's Name)
Personally Known ___ Produced Identification ✓	Personally Known ✓ Produced Identification ___
Type of Identification Produced Driver License	Type of Identification Produced _____

APPROVED BY: _____ Permit Officer (FOR OFFICE USE ONLY) Issue Date: _____ (FOR OFFICE USE ONLY) Code in Effect: _____ (FOR OFFICE USE ONLY)

A jurisdiction may use a supplemental page requesting additional information and citing other conditions, please inquire.

Note: If any development work as described in FS 380.04 Sec. 2 a-g is to be performed, a development permit must be obtained prior to the issuance of a building permit.

Ex 9

City of Wilton Manors
Community Development Services Dept.
2020 Wilton Drive, Wilton Manors, FL 33305
954-390-2180 Fax: 954-390-2184
www.wiltonmanors.com

Inspections Required
Identify the type of inspection(s) required by checking the appropriate box

Permit #: WM23-000202

Job Address: 2031 WILTON Drive

Job Description: REPLACE DAMAGED WOOD W/I MANSARD, REPLACE ROOF ALONG MASARD.See prints scope

Structural

- [ ] Foundation
- [ ] Slab
- [X] Exterior Framing
- [X] Wall Sheathing
- [ ] Columns
- [ ] Tie Beams
- [ ] Truss / Rafters
- [ ] Roof Sheathing
- [ ] Refrigerator / Walk Cooler / Freezer
- [ ] Interior Framing
- [ ] Bucks
- [ ] Windows/Doors
- [ ] Modular Tie Down
- [ ] Insulation
- [ ] Drywall
- [X] Wire Lath
- [ ] Pool Steel
- [ ] Pool Deck Final
- [ ] Ceiling Grid / Above Ceiling Penetrations
- [ ] Tin Cap and Accessories
- [ ] Mop in Progress
- [ ] Roof Cover in Progress
- [ ] Garage Door
- [ ] Shutter

Final Zoning/Landscaping

- [ ] Addition
- [ ] New SFR
- [ ] Slabs / Decks / Patio
- [ ] Pool
- [ ] Fence Screens
- [ ] Screen Enclosure
- [ ] Landscape
- [ ] Spot Survey / Elevation Certificate
- [ ] Final Survey / Elevation Certificate
- [ ] Other_____

Plumbing

- [ ] Consultation
- [ ] Ground Rough
- [ ] Above Ground Rough
- [ ] Top Out
- [ ] Condensate Drains
- [ ] Lawn Sprinklers Rough
- [ ] Lawn Sprinkler Final
- [ ] Gas Rough
- [ ] Gas Final
- [ ] LP Tank
- [ ] Roof Drain
- [ ] Catch Basin

Mechanical

- [ ] Hood Systems
- [ ] Fireplace Final
- [ ] Rough Ductwork
- [ ] Process Piping
- [ ] Cooling / Tower / Chiller Systems
- [ ] Chimney and Vents
- [ ] Spray Booths
- [ ] Refrigerator / Walk Cooler / Freezer
- [ ] Hood Systems Rough
- [ ] Ceiling Radiation Damper
- [ ] Boiler
- [ ] Tanks Above Ground
- [ ] Smoke Dampers
- [ ] Fire Dampers
- [ ] Exhaust Fans / Dryers
- [ ] Underground Piping
- [ ] Jennaire
- [ ] Condense Drains
- [ ] Fireplace Rough / Ventilation
- [ ] Final
- [ ] Other_____

Electrical

- [ ] Central Vacuum Fields

Ex 9

- [ ] Spot Survey / Elevation Certificate
- [ ] Final Survey / Elevation Certificate
- [ ] Final Pool
- [ ] Final Fence
- [ ] Final Screen Enclosure
- [ ] Final Roof
- [ ] Final Shutters
- [X] Final Building
- [ ] Other_____

Fire

- [ ] Sprinkler Undeground Rough / Pressure
- [ ] Sprinklers Above Ground Rough / Pressure
- [ ] 200 PSI Test
- [ ] Hood Fire Supression System
- [ ] Flush Test
- [ ] Final Fire Alarm
- [ ] Final Fire Pump
- [ ] Hydrant Flow Test
- [ ] Emergency Generator
- [ ] Special Extinguishing System
- [ ] LP Gas Tank Final
- [ ] Smoke Control Systems
- [ ] Fire Standpipe
- [ ] Field Storage Tanks
- [ ] Rough Fire Sprinklers
- [ ] Final Fire Sprinklers
- [ ] Final CO
- [ ] Other_____

- [ ] Final Survey / Elevation Certificate
- [ ] Water Service
- [ ] Sewer
- [ ] Final Plumbing
- [ ] Other_____

Public Utilities

- [ ] Driveway Rock Base / Forms
- [ ] Driveway Final
- [ ] Water Service Connection / Backflow
- [ ] Water Service Connection Final / Backflow
- [ ] Sewer Service Tie-In
- [ ] Sewer Service Tie-In Final
- [ ] Drainage Rough
- [ ] Drainage Final / Lamping
- [ ] Civil Site Plan
- [ ] Irrigation Final / Backflow
- [ ] Final Pool Deck
- [ ] Other_____

- [ ] Alarm Final
- [ ] Intercom Final
- [ ] Television Rough
- [ ] Rough Final Alarm
- [ ] Final Fire Alarm
- [ ] Generator Rough
- [ ] Wall Rough
- [ ] Pool Niche Light
- [ ] Miscellaneous Repairs
- [ ] Service Upgrades
- [ ] Central Vacuum Rough
- [ ] Sound Rough
- [ ] Intercom Rough
- [ ] Television Rough
- [ ] Telephone Final

- [ ] Ceiling Rough
- [ ] Rough
- [ ] Slab Grounding
- [ ] Underground Rough
- [ ] Temporary Pole
- [ ] 30 Day Temporary
- [ ] Pool Grounding
- [ ] Final
- [ ] Other_____

The cut off time for submitting inspection requests is 4:30 pm for next business day services. All inspection requests submitted after 4:30 pm would be considered a submittal for the following business day.
(Example: Inspection request submitted for an inspection on Tuesday at 5 pm, this inspection will be scheduled for Thursday)

February 21, 2023

COMMUNITY DEVELOPMENT SERVICES
(954) 390-2180 FAX: (954) 567-6069

Life's Just Better Here

In accordance with section 21-3 (5) of the City of Wilton Manors Code of Ordinances, hours for construction activity within the City of Wilton Manors are as follows:

Monday through Friday 8:00 a.m. until 7:00 p.m.

Saturday 9:00 a.m. until 5:00 p.m.

Sunday 10 a.m. until 5:00 p.m.

Federal holidays 10:00 a.m. until 5:00 p.m., except for public works transportation projects.

Ex 9

Select One Trade: ■ Building ☐ Electrical ☐ Plumbing ☐ Mechanical ☐ Other _____

Application Number: WM23-000202 Application Date: _____

1

Job Address: 2031 Wilton Dr Unit: _____ City: Wilton Manors

4942 27 05 0050 $2400

Tax Folio No.: _____ Flood Zn: ____ BFE: ____ Floor Area: _____ Job Value: _____

Building Use: Commercial Construction Type: Occupancy Group:

Present Use: Commercial Proposed Use: _____

Description of Work: Replace damaged wood w/i mansard, repair roof along masard. See prints scope.

☐ New ☐ Addition ☐ Repair ■ Alteration ☐ Demolition ☐ Revision ☐ Other: _____

Legal Description: WILTON MANORS FIRST ADD 21-44 B LOT 4,5 LESS W 15 FOR ALLEY,& TOGETHER WITH THAT PT OF 13 FTE-W ALLEY LYING BET LOTS 4 & 5 & LYING E OF LINE FORMED BY SLY EXT OF WLY/L OF LOT 4 & NLY EXT OF LINE 13 E OF W/L OF LOT 5 ☐ Attachment

2

Property Owner: DEE 2031 Property LLC Phone: 954-801-1814 Email: andymartinsp@gmail.com

Owner's Address: 6192 NW 24 St City: Boca Raton State: FL Zip: 33434

3

Contracting Co.: ALL BUILDING & CONSTRUCTION Phone: 817-253-0511 Email: CHAZKERR@ME.COM

Company Address: 5079 N DIXIE HWY #149 City: OAKLAND PARK State: FL Zip: 33334

Qualifier's Name: WALTER KERR ☐ Owner-Builder License Number: CGC1524049

4

Architect/Engineer's Name: _____ Phone: _____ Email: _____

Architect/Engineer's Address: _____ City: _____ State: ____ Zip: _____

Bonding Company: _____

Bonding Company's Address: _____ City: _____ State: ____ Zip: _____

Fee Simple Titleholder's Name (*If other than the owner*) _____

Fee Simple Titleholder's Name (*If other than the owner*) _____ City: _____ State: ____ Zip: _____

Mortgage Lender's Name: _____

Mortgage Lender's Address: _____ City: _____ State: ____ Zip: _____

RECEIVED MAY 23 2023 BY:

2x9

Job Address: 2031 Wilton Dr Unit: _____ City: Wilton Manors

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installatio has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulatin construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance wit all applicable laws regulating construction and zoning.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOU PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAI FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK O RECORDING YOUR NOTICE OF COMMENCEMENT.

X _____
Signature of Property Owner or Agent (Including Contractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 20____ by

_____
(Type/Print Property Owner or Agent Name)

_____
NOTARY'S SIGNATURE as to Owner or Agent's Signature

Notary Name _____
(Print, Type or Stamp Notary's Name)

Personally Known _____ Produced Identification _____

Type of Identification Produced _____

X Walter C Kerr
Signature of Qualifier

STATE OF FLORIDA
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me by means of X physical presence or ___ online notarization, this 22 day of May, 2023 by

Walter C Kerr
(Type/Print Qualifier or Agent Name)

NOTARY'S SIGNATURE as to Qualifier or Agent's Signature

KRISTIN KERR
Notary Public - State of Florida
Commission # HH 327113
My Commission Expires
November 08, 2026

Notary Name _____
(Print, Type or Stamp Notary's Name)

Personally Known X Produced Identification _____

Type of Identification Produced _____

RECEIVED
MAY 23 2023
BY:

APPROVED BY: _____ Permit Officer Issue Date: _____ Code in Effect: _____
FOR OFFICE USE ONLY FOR OFFICE USE ONLY FOR OFFICE USE ONLY

A jurisdiction may use a supplemental page requesting additional information and citing other conditions, pleas inquire.

Note: If any development work as described in FS 380.04 Sec. 2 a-g is to be performed, a development permit must be obtaine prior to the issuance of a building permit.

8x9

Broward County Asbestos Certificate of Submittal

Issue Date: 02/27/2023

Asbestos SRRA ID: 0000146088

Project Name: Smoke shop 2031 Wilton Dr

Project Address: 2031 Wilton DR Wilton Manors, FL 33305

Facility/Activity: Commercial, Industrial or Public Building / Renovation

Facility Owner/Operator Andy Martin

Phone: 9548011814

Mailing Address: 6192 NW 24 ST

Email: andymartinsp@gmail.com

Contractor Performing Work:

Phone:

Email:

Estimated Start Date: 03/06/2023

Estimated Finish Date: 03/07/2023

We have reviewed the above project and concluded that it meets the federal, state and county asbestos program requirements.

Be advised that the proposed project may still be subject to Occupational Safety and Health Administration (OSHA) and Florida Building Code requirements.

RECEIVED
MAY 23 2023
BY:

Statement of Responsibilities Regarding Asbestos was electronically signed by:

ALLBANDC	02/16/2023
Applicant	Date

Received by: ALLBANDC 02/27/2023

Ex 9

Inspection Firm or Individual Name: Akouri Consulting Engineers
Address: 4651 Sheridan Street Suite 260, Hollywood, FL 33021
Telephone Number: 954-989-8885
Inspection Commenced Date: 06/09/2023 Inspection Completed Date: 06/09/2023

✓ No Repairs Required Repairs are required as outlined in the attached inspection report

Licensed Professional,
Engineer/Architect Name: George Akouri M.S.C.E., P.E.
License Number: 49526

I am qualified to practice in the discipline in which I am hereby signing.
Signature [signature] Date: 6/9/23

GEORGE AKOURI LICENSE No. 49526 6/9/23 STATE OF FLORIDA Seal PROFESSIONAL ENGINEER

This report has been based upon the minimum inspection guidelines for building safety inspection as listed in the Broward County Board of Rules and Appeals' Policy #05-05. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the structure, based upon careful evaluation of observed conditions, to the extent reasonably possible

DESCRIPTION OF STRUCTURE					
a. Name on Title: DEE 2031 PROPERTY LLC					
b. Street Address: 2031 WILTON DRIVE, WILTON MANORS FL 33305					
c. Legal Description: WILTON MANORS FIRST ADD 21-44 B LOT 4,5 LESS W 15 FOR ALLEY,& TOGETHER WITH THAT PT OF 13 FT E-W ALLEY LYING BET LOTS 4 & 5 & LYING E OF LINE FORMED BY SLY EXT OF WLY/L OF LOT 4 & NLY EXT OF LINE 13 E OF W					
d. Owner's Name: DEE 2031 PROPERTY LLC					
e. Owner's Mailing Address: 6192 NW 24 ST BOCA RATON FL 33434					
f. Folio Number of Property on which Building is Located: 4942 27 05 0050					
g. Building Code Occupancy Classification: B					
h. Present Use: Business					
i. General Description, Type of Construction:	II-B	Square Footage:	6,652	Number of Stories:	1
j. Special Features: None					
k.Addition Comments: The building is structurally safe for its intended use and occupancy. The repairs were performed in accordance with the permit #WM23-000202.					

Ex 10

5.88f

l. Additions to original structure:

None

2. PRESENT CONDITION OF STRUCTURE
a. General alignment (Note: good, fair, poor, explain if significant):
1. Bulging: Fair based on wear and tear no significant defects.
2. Settlement: Fair based on wear and tear no significant defects.
3. Deflections: Fair based on wear and tear no significant defects.
4. Expansion: Fair based on wear and tear no significant defects.
5. Contraction: Fair based on wear and tear no significant defects.
b. Portion showing distress (Note, beams, columns, structural walls, floor, roofs, other):
None of the structural members under distress.
c. Surface conditions – describe general conditions of finishes, noting cracking, spalling, peeling, signs of moisture penetration and stains:
Good condition.
d. Cracks – note location in significant members. Identify crack size as HAIRLINE if barely discernible; FINE if less than 1 mm in width; MEDIUM if between 1 and 2 mm width; WIDE if over 2 mm:
Hairlines crack on exterior walls.

5.88g

Ex 10

e. General extent of deterioration – cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood:

Hairlines crack on exterior walls.

f. Previous patching or repairs:

None observed.

g. Nature of present loading indicate residential, commercial, other estimate magnitude:

Commercial

3. INSPECTIONS

a. Date of notice of required inspection: 2-9-22

b. Date(s) of actual inspection: 2-9-22

c. Name and qualifications of individual submitting report:

George Akouri, P.E.

d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures:

Not required

e. Structural repair-note appropriate line:

1. None required: X

2. Required (describe and indicate acceptance):

4. SUPPORTING DATA

a. None sheet written data

b. None photographs

c. None drawings or sketches

5.88h

Ex 10

5. MASONRY BEARING WALL = Indicate good, fair, poor on appropriate lines:
a. Concrete masonry units: Good
b. Clay tile or terra cota units: None
c. Reinforced concrete tie columns: Good
d. Reinforced concrete tie beams: Good
e. Lintel: Good
f. Other type bond beams: None
g. Masonry finishes -exterior: Good
1. Stucco: Good
2. Veneer: None
3. Paint only: Good
4. Other (describe):
h. Masonry finishes - interior:
1. Vapor barrier: None visible
2. Furring and plaster: Good
3. Paneling: None
4. Paint only: Good
5. Other (describe):
i. Cracks:
1. Location – note beams, columns, other: Exterior walls
2. Description: Hairline
j. Spalling: None
1. Location – note beams, columns, other:
2. Description:
k. Rebar corrosion-check appropriate line:
1. None visible: X
2. Minor-patching will suffice:
3. Significant-but patching will suffice:

Ex 10

4. Significant-structural repairs required:

l. Samples chipped out for examination in spall areas:

1. No: X

2. Yes – describe color, texture, aggregate, general quality:

6. FLOOR AND ROOF SYSTEM

a. Roof:

1. Describe (flat, slope, type roofing, type roof deck, condition):

Flat single-ply roof system over a wood deck. Good condition.

2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of support:

Air conditioning supports in good condition.

3. Note types of drains and scuppers and condition:

Gutter and downspout. Good condition.

b. Floor system(s):

1. Describe (type of system framing, material, spans, condition):

Concrete slab on grade. Good condition.

c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members:

Ceiling exposed. Good condition.

7. STEEL FRAMING SYSTEM

a. Description:

This is not a steel building.

Ex 10

b. Exposed Steel- describe condition of paint and degree of corrosion:

No exposed steel.

c. Concrete or other fireproofing – note any cracking or spalling and note where any covering was removed for inspection:

None observed

d. Elevator sheave beams and connections, and machine floor beams – note condition:

There is no elevator. Not required.

8. CONCRETE FRAMING SYSTEM

a. Full description of structural system:

Concrete slab on grade floor, masonry walls, tie beams, and flat single-ply roof system over a wood deck.

b. Cracking:

1. Not significant: X
2. Location and description of members affected and type cracking:

c. General condition:

Good

d. Rebar corrosion – check appropriate line:

1. None visible: X
2. Location and description of members affected and type cracking:
3. Significant but patching will suffice:
4. Significant – structural repairs required (describe):

e. Samples chipped out in spall areas:

1. No: X
2. Yes, describe color, texture, aggregate, general quality:

5.88k

Ex 10

9. WINDOWS
a. Type (Wood, steel, aluminum, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other): Storefront
b. Anchorage- type and condition of fasteners and latches: Good
c. Sealant – type of condition of perimeter sealant and at mullions: Good
d. Interiors seals – type and condition at operable vents: None
e. General condition: Good condition

10. WOOD FRAMING
a. Type – fully describe if mill construction, light construction, major spans, trusses: Wood joists framing systems
b. Note metal fitting i.e., angles, plates, bolts, split pintles, other, and note condition: Plates in good condition.
c. Joints – note if well fitted and still closed: Good
d. Drainage – note accumulations of moisture: None observed.
e. Ventilation – note any concealed spaces not ventilated: None observed.
f. Note any concealed spaces opened for inspection: Not necessary

Ex 10

VIEW PERMIT

View other Permits on this project

Permit #: WM23-000202
Project #: 14-002470
Status: Finaled
Balance Due: $0.00
Address: 2031 WILTON DR
Description: REPLACE DAMAGED WOOD W/I MANSARD, REPLACE ROOF ALONG MASARD.See prints scope



Permit Reviews Documents Inspections

Inspection Type	Inspector	Date	Status
Structural	Eduardo Cuadra	06/13/2023	Approved
Structural	Eduardo Cuadra	06/13/2023	Approved
Structural	Eduardo Cuadra	06/13/2023	Approved

Ex 11

Inspection Type	Inspector	Date	Status
Structural	Eduardo Cuadra	06/13/2023	Approved

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Ex 11

DEPARTMENT
CODE COMPLIANCE UNIT

NOTICE OF OUTSTANDING LIEN

RE: Code Case File #22-000237

on Documents 11/25/2025

PROPERTY ADDRESS: 2031 WILTON Drive

PROPERTY OWNER: DEE 2031 PROPERTY LLC

Greetings,

Our records indicate the property located at 2031 WILTON Drive, Wilton Manors, FL has an outstanding code lien. Our Code Compliance Unit is committed to working collaboratively with our property owners to address and resolve such matters. To discuss the specifics of the lien and explore steps toward resolution please contact our code office at 954-390-2151, or you may email us at codecompliance@wmpd.org. Please know, the City will consider taking foreclosure action against this lien as authorized by Florida Statutes.

Thank you for attention to this matter and we look forward to working with you.

Want Code Case Information in Real Time?
For real time information about this case, please visit our online portal by clicking HERE. In addition, our portal provides access to all of our code investigations you can find seaching by case number or property address. Click HERE for access.

Wilton Manors Police Department Contacts and Information:

Code Administrative Assistant:	(954) 390.2151
Code Compliance Unit:	codecompliance@wmpd.org
Police Desk:	(954) 390.2150
Website:	www.wmpd.org
Code of Ordinances:	https://library.municode.com/fl/wilton_manors/codes/code_of_ordinances

Ex 12

40/50 Year Inspection for 2031 & 2440 Wilton Drive

AM

Andy Martin <andymartinsp@gmail.com>
To Abelardo Alberro

Reply | Reply All | Forward

Mon 12/1/202

EXTERNAL EMAIL WARNING!

THIS IS AN EMAIL FROM AN OUTSIDE SENDER!

Do not reply to it, click any links, or open any attachments unless you recognize the sender's email address as legitimate and know the content is safe.
If you have any concerns, call the Help Desk at (904)-688-2211 Ext:1.

Abel,

My apologies for not getting back with you earlier on this. I recently moved and the files I needed were misplaced, but I did locate them this weekend.

The 40/50 Year Inspection was completed under Permit Number #WM23-000202 for 2031 Wilton Drive. The 40/50 Year Inspection was completed under Permit Number #WM23-000203 for 2440 Drive. I'm not sure why new permit numbers were issued for the projects, because they don't match the numbers you mentioned. If you need me to bring in the files with the completed permits, ple me know.

Thank you,
Andy Martin
Dee Properties, LLC

Ex 13

Select One Trade: [ ] Building [X] Electrical [ ] Plumbing [ ] Mechanical [ ] Other _____

Private Provider? [ ] YES [X] NO If yes, attach Form # 61G20-2.005-2002-01

Application Number: _____ Application Date: 12/2/2025

1

Job Address: 2031 Wilton Dr Unit: _____ City: Wilton Manors

4942 27 05 0050

Tax Folio No.: _____ Flood Zn: _____ BFE: _____ Floor Area: _____ Job Value: 500-

Building Use: _____ Construction Type: _____ Occupancy Group: _____

Present Use: _____ Proposed Use: _____

Description of Work: Bld. Safety Inspection Report

[ ] New [ ] Addition [ ] Repair [ ] Alteration [ ] Demolition [ ] Revision [ ] Other: _____

Legal Description: WiltonManors Lot 4,5 [ ] Attachment

2

Property Owner: Dep 2031 Property LLC ANDY MARTIN Phone: 954-579-5400 Email: ANDYMARTINSPE.gmail.com

Owner's Address: 668 West Palm Aire Dr. City: Pompano Beach State: FL Zip: 33069

3

Contracting Co.: _____ Phone: _____ Email: _____

Company Address: _____ City: _____ State: _____ Zip: _____

Qualifier's Name: _____ Owner-Builder X License Number: _____

[ ] License Exempted per F.S. 489.117(4)(a)1 Business Tax Receipt Number: _____

4

Architect/Engineer's Name: _____ Phone: _____ Email: _____

Architect/Engineer's Address: _____ City: _____ State: _____ Zip: _____

Bonding Company: _____

Bonding Company's Address: _____ City: _____ State: _____ Zip: _____

Fee Simple Titleholder's Name (*If other than the owner*) _____

Fee Simple Titleholder's Name (*If other than the owner*) _____ City: _____ State: _____ Zip: _____

Mortgage Lender's Name: _____

Mortgage Lender's Address: _____ City: _____ State: _____ Zip: _____

Ex 14

Job Address: 2031 Wilton Drive Unit: _____ City: Wilton Manor

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

X _____
Signature of Property Owner or Agent (Including Contractor)

STATE OF FLORIDA
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or ___ online notarization, this 2 day of Dec, 2025 by

Andy Martin
(Type/Print Property Owner or Agent Name)

Notary Public State of Florida
Angela R Ruffner
My Commission
HH 258731
Exp. 5/15/2026

_____
NOTARY'S SIGNATURE as to Owner or Agent's Signature

Notary Name Angela R Ruffner
(Print, Type or Stamp Notary's Name)

Personally Known _____ Produced Identification ✓

Type of Identification Produced FL DL 400-0

X _____
Signature of Qualifier

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 20____ by

_____
(Type/Print Qualifier or Agent Name)

_____
NOTARY'S SIGNATURE as to Qualifier or Agent's Signature

Notary Name _____
(Print, Type or Stamp Notary's Name)

Personally Known _____ Produced Identification _____

Type of Identification Produced _____

APPROVED BY: _____ Permit Officer Issue Date: _____ Code in Effect: _____
FOR OFFICE USE ONLY FOR OFFICE USE ONLY FOR OFFICE USE ONLY

A jurisdiction may use a supplemental page to request additional information and cite other conditions. Please inquire.

Note: If any development work as described in FS 380.04 Sec. 2 a-g is to be performed, a development permit must be obtained prior to the issuance of a building permit.

Ex 14

Private Provider? ☐ YES ☒ NO If yes, attach Form # 61G20-2.005-2002-01

Application Number: _____ Application Date: 12/2/2025

1

Job Address: 2031 Wilton Dr Unit: _____ City: Wilton Manors

4942 27 05 0050

Tax Folio No.: _____ Flood Zn: _____ BFE: _____ Floor Area: _____ Job Value: 500-

Building Use: _____ Construction Type: _____ Occupancy Group: _____

Present Use: _____ Proposed Use: _____

Description of Work: Bld. Safety Inspection Report

☐ New ☐ Addition ☐ Repair ☐ Alteration ☐ Demolition ☐ Revision ☐ Other: _____

Legal Description: WiltonManors Lot 4,5 ☐ Attachment

2

Property Owner: Dee 2031 Property LLC Andy Martin Phone: 954-579-5400 Email: AndyMartinSpe@gmail.com

Owner's Address: 6668 West Palm Aire Dr. City: Pompano Beach State: FL Zip: 33069

3

Contracting Co.: _____ Phone: _____ Email: _____

Company Address: _____ City: _____ State: _____ Zip: _____

Qualifier's Name: _____ Owner-Builder X License Number: _____

☐ License Exempted per F.S. 489.117(4)(a)1 Business Tax Receipt Number: _____

4

Architect/Engineer's Name: _____ Phone: _____ Email: _____

Architect/Engineer's Address: _____ City: _____ State: _____ Zip: _____

Bonding Company: _____

Bonding Company's Address: _____ City: _____ State: _____ Zip: _____

Fee Simple Titleholder's Name (*If other than the owner*) _____

Fee Simple Titleholder's Name (*If other than the owner*) _____ City: _____ State: _____ Zip: _____

Mortgage Lender's Name: _____

Mortgage Lender's Address: _____ City: _____ State: _____ Zip: _____

Ex 14

Job Address: 2031 Wilton Drive Unit: _____ City: Wilton Manor

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

X _____
Signature of Property Owner or Agent (Including Contractor)

STATE OF FLORIDA
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or ___ online notarization, this 2 day of Dec, 2025 by

Andy Martin
(Type/Print Property Owner or Agent Name)

Notary Public State of Florida
Angela R Ruffner
My Commission
HH 258731
Exp. 5/15/2026

Angela R Ruffner
NOTARY'S SIGNATURE as to Owner or Agent's Signature

Notary Name Angela R Ruffner
(Print, Type or Stamp Notary's Name)

Personally Known _____ Produced Identification ✓

Type of Identification Produced FL DL 400-0

X _____
Signature of Qualifier

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 20____ by

_____
(Type/Print Qualifier or Agent Name)

_____
NOTARY'S SIGNATURE as to Qualifier or Agent's Signature

Notary Name _____
(Print, Type or Stamp Notary's Name)

Personally Known _____ Produced Identification _____

Type of Identification Produced _____

APPROVED BY: _____ Permit Officer (FOR OFFICE USE ONLY) Issue Date: _____ (FOR OFFICE USE ONLY) Code in Effect: _____ (FOR OFFICE USE ONLY)

A jurisdiction may use a supplemental page to request additional information and cite other conditions. Please inquire.

Note: If any development work as described in FS 380.04 Sec. 2 a-g is to be performed, a development permit must be obtained prior to the issuance of a building permit.

Ex 14

Issue

LOGOUT

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Navigate to...

VIEW PERMIT

Home / Services / Permits / View Permit

Make a payment

Upload documents

View other Permits on this project

Permit #: WM25-001713
Project #: 14-002470
Status: Finaled
Balance Due: $0.00
Address: 2031 WILTON DR
Description: 40/50 Year Update



Permit Reviews Documents Inspections

Permit #:
WM25-001713
Permit Type:
Building Permit

Ex 14

Sub Type:

Building Safety Inspection Report

Issue Date:

12/03/2025

Expiration Date:

03/03/2026

Use of Building:

Commercial

Valuation (Job Cost):

2400

Notes:

All the files are together, because the system won't let me upload multiple files This is from June 9, 2023

Charge Police Impact Fee:

No

Charge Fire Impact Fee:

No

Charge Parks and Recreation Impact Fee:

No

Charge Library Impact Fee:

No

Charge General Government Impact Fee:

No

Charge Affordable Housing Fee:

No

Email:

AndyMartinSP@gmail.com

Property Owners Email:

AndyMartinSP@gmail.com

Contact Information

Contractor:

Architect:

Mechanical:

Plumber:

Electrician:

Roofer:

Other:

Other:

Fire Sprinklers:

Fire Alarms:

Building Information

Ex 14

Present Use:

Proposed Use:

# of Bedrooms:

# of Baths:

Square Footage:

# of Dwelling Units:

NOC Required (Check if Recorded):

No

Owner Builder:

No

# of Tents/Canopys:

Special Inspector:

No

Permit Checklist (http://www2.citizenserve.com/Documents/125/PermitChecklist.pdf):

2031 Wilton BSIR and Apps.pdf

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Ex 14.

Final

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Upload documents

View other Permits on this project

Permit #: WM25-001713
Project #: 14-002470
Status: Finaled
Balance Due: $0.00
Address: 2031 WILTON DR
Description: 40/50 Year Update



Permit Reviews Documents Inspections

Ex 15

Date	Type	File Name	Description
12/03/25	Document Markup	WM25-001713 APPROVED SAFETY PERMIT PACKAGE STAMPED.pdf	WM25-001713 APPROVED SAFETY PERMIT PACKAGE (PRINT OUT)
12/03/25	Other	22-497 ELECTRICAL SAFETY INSPECTION REPORT_REFERENCE.pdf	PREVIOUS SAFTEY REPORT SHOWING NO REPAIRS FOR ELECTRIC
12/02/25	Permit Checklist	2031 Wilton BSIR and Apps.pdf	

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Ex 15

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Home / Services / Permits / View Permit

Make a payment

Upload documents

View other Permits on this project

Permit #: WM25-001713
Project #: 14-002470
Status: Finaled
Balance Due: $0.00
Address: 2031 WILTON DR
Description: 40/50 Year Update



Permit Reviews Documents Inspections

Task	Department	Start	Completion	Status
Submittal Review	Community Development	12/02/25	12/03/2025	Approved

Ex 15

Task	Department	Start	Completion	Status
Structural Review	Community Development	12/03/25	12/03/2025	Approved
Review Complete	Community Development	12/03/25	12/03/2025	Approved
Electrical Review	Community Development	12/03/25	12/03/2025	Approved VIEW COMMENTS →

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Ex 15

Code Compliance Unit
2020 Wilton Drive, Wilton Manors, FL
33305
(954) 390 2151
www.wmpd.org

LIEN REDUCTION

IN RE: Case No. 22-000237

CITY OF WILTON MANORS
Petitioner
vs.
DEE 2031 PROPERTY LLC
Respondent

Hearing Date: March 4, 2026
Violation(s): Broward County Administrative Code of the Florida Building Code

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. Proper notice of this hearing was provided to **Respondent** by the **Petitioner** City pursuant to the lien reduction application, thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing. The record indicates that the Respondent owns/resides at real property located at: 2031 WILTON DRWILTON MANORS, FL 33305 , and more particularly described as follows: Folio No.: 494227050050

Based upon the:

1. Nature and gravity of the violation;
2. Any actions taken by the owner to correct the violation;
3. The length of time between the ordered compliance date and the date the violation was eliminated:
4. Any actual costs expended by the owner to cure the violation as provided by supporting documentation, including payment of City licensing or permit fees;
5. Any other prior or current violations committed by the owner on the subject property or upon any other property owned by the owner within the City;
6. Repeat violations committed by the same owner regardless of whether they are on the same property;
7. Costs incurred by the City to abate the violation and prosecute the case, including administrative and overhead expenditures;
8. Evidence presented at the hearing and statements made by the **Respondent**;
9. The **Respondent's** Lien Reduction Application; and;
10. The evidence and testimony submitted by the **Petitioner**;

Pursuant to §2-25 of the City Code, the **Respondent's** lien reduction request is hereby:

- ✓ GRANTED, as good cause to reduced the fine is found:
- ○ DENIED:
- ○ Continued to: _____ at 9:00 a.m. at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305

The original fine $ 188,250.00 is hereby reduced to $ 94,836.00 as the subject property ___ is owner occupied, or ✓ is not owner occupied. The reduced amount is inclusive of all City incurred costs and expenses. If this box is checked, ___ , the Special Magistrate hereby finds that the Respondent is experiencing an extreme hardship pursuant §2-25 of the City code.

The reduced amount is contingent on full payment within (60) days from the date of this order. If this box is checked, ___ , the Special Magistrate specifically found that additional time to pay was warranted and the reduced amount must be paid no later than 5/3/26. If the reduced amount is not paid in full by the date provided by this order, the original fine amount shall be automatically reinstated.

Applicant may appeal this Order to the City Commission by filing a written notice of appeal within ten (10) days of the date of this order. Applicant will be notified in writing of the scheduled date of the hearing at least five (5) days prior to the hearing date. Applicant shall, in addition to any reduced lien amount, pay to the City an amount determined by the City Commission to be reasonably related to the City's administrative costs of enforcing the City code and collecting the lien amount, included but not limited to attorneys fees. Please submit your appeal to lienreductions@wmpd.org.

Ex 16

Done and Ordered this 4 day of March, 2026 CITY OF WILTON MANORS, FLORIDA

Clerk to the Special Magistrate

SPECIAL MAGISTRATE

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 4 day of March, 2026 by ☑ Theresa Edwards or ☐ Andre McKenney and Izabella Mesa, Special Magistrate and Clerk to the Special Magistrate respectively, who are personally known to me or have produced _____ as identification

SWORN TO AND SUBSCRIBED BEFORE ME this 4 day of March, 2026

Notary Public

My Commission Expires:

Serial Number, If any:

Rachelle Malaczewski
Commission # HH 647510
Commission Expires 03-09-2029
Bonded Through - Cynanotary
Florida - Notary Public

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent by Regular U.S. Mail and Certified/Return Receipt this 4 day of March, 2026 to the RESPONDENT.

Special Magistrate Clerk, Izabella Mesa

Ex 16

WILTON MANORS POLICE DEPARTMENT
CODE COMPLIANCE UNIT
Gary Blocker
Chief of Police
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LIEN REDUCTION REQUEST PACKET SUBMISSION INSTRUCTIONS

RETURN VIA: Email: lienreductions@wmpd.org
Subject Line: Request for Lien Reduction – (Property Address)
*Please make sure your receipt is emailed with packet

Mail or in person: ATTN: Lien Reduction Requests
Wilton Manors Police Department
Code Compliance Unit
2020 Wilton Drive
Wilton Manors, FL 33305

Dec 2021

WILTON MANORS POLICE DEPARTMENT
CODE COMPLIANCE UNIT
Gary Blocker
Chief of Police
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APPLICATION FOR LIEN REDUCTION REQUEST – SPECIAL MAGISTRATE

Date: February 6, 2026 Case #: 22-000237

Applicant Name: Dee 2031 Property LLC

Title: Andy Martin, Manager/Member

Relationship to the Property: Attorney for Dee 2031 Property LLC is Tom Runyan

I am the owner of the property or I have submitted the appropriate documentation or Notice of Appearance to the City stating that I am authorized to bring this application on behalf of the owner as Attorney (Attorney, Personal Representative of the Estate, Officer of the Corporation, Trustee, etc.)

Address: 1301 E Oakland Park Blvd, Oakland Park, FL 33334

Phone number(s): 954-561-9466

E-Mail: tom@runyanlawfirm.com

Legal Representation (if applicable):

Tom Runyan, Esq 954-561-9466

Name Phone number

Address: 1301 E Oakland Park Blvd, Oakland Park, FL 33334

E-Mail: tom@runyanlawfirm.com

Note: Legal representatives shall also sign this application packet.

§2-25. Lien Reduction Procedures.
The following criteria must be complied with prior to a lien reduction hearing before the Special Magistrate:

A signed application for lien reduction from any order imposing a fine or lien by a Special Magistrate must be filed with the Code Compliance unit. The City will process an application for lien reduction provided the subject code case is in compliance, and no other code violations exist on the subject property or any other property within the City owned by the violator. The City will prepare a written analysis of the lien reduction factors to be considered by the Special Magistrate and supplement the record with such written analysis.

The application must include:

- Name, address, and signature of the applicant. In the event the applicant is not the owner of the property, written consent to apply for the lien reduction from the owner shall be required.
- If represented by an attorney, the name and address of the attorney must also be given; and the attorney must either file a notice of appearance or must sign the application.
- Address, or brief legal description, or both, of the property on which the violation occurred.
- Address, or brief legal description, or both, of all real property owned by the applicant located in the City of Wilton Manors.
- Details, including supporting documentation, identifying any and all code violations and code liens on all real property owned by the property owner located in the City of Wilton Manors within the past five (5) years.
- **A non-refundable application fee as prescribed in the City's fee schedule with a added non-refundable fee for each additional lien recorded against the property. The application fees may be amended by resolution of the City Commission.**
- A brief explanation of the reduction sought, along with all relevant and supporting documentation and evidence, including but not limited to the reason(s) why the lien should be reduced.
- If the lien reduction request is based upon financial inability, a financial affidavit must be filed with supplemental information that shall include bank account statements for at least six (6) months, and federal income tax returns and supporting documents for the last three (3) years. The financial affidavit and supporting documentation shall be submitted by the property owner and any tenant occupying the property that has caused the violations which have resulted in the lien.
- If the lien amount exceeds the equity in the subject property, written documentation to support this contention must be provided. Such information shall include a current appraisal or Broward County Property Appraiser's latest valuation.

Applicant acknowledges and agrees that:

- Reduction is strictly discretionary by the Special Magistrate.
- Applicant waives their right, if any, to seek judicial review of the Special Magistrate's discretionary decision whether or not to reduce the lien.
- Applicant shall have thirty (30) days from receipt of notice from the City to comply with any outstanding issues. Should the applicant fail to do so, the application will be deemed withdrawn, and should the applicant desire to again request a reduction of lien, a new application will need to be filed, including payment of the required application fee(s).
- Any reduction granted shall be contingent upon payment within sixty (60) days of the order. The Special Magistrate may grant additional time to remit payment to the City and such additional time must be specified in the order. Failure to remit payment to the City by the date ordered shall cause the original fine to be reinstated.

A party requesting a lien reduction must submit a complete lien reduction application to the Code Compliance Department upon receiving verification that all conditions are complied with as stated in § 2-25 of the City's Code of Ordinances. The Code Compliance Administrator or designee will process the application and determine that all required criteria have been complied with under § 2-25 of the City's Code of Ordinances. If the Applicant does not qualify for a hearing under § 2-25 of the City's Code of Ordinances, the party will be notified in writing of the reasons that the Applicant does not qualify. If the reduction application is complete, the case will be placed on the next available Special Magistrate Hearing. The appealing party will be notified in writing of the scheduled date of the hearing at least five (5) days prior to the hearing date. A party receiving a lien reduction, shall, in addition to any reduced lien amount, pay to the city an amount determined by the Special Magistrate to be reasonably related to the city's administrative costs of enforcing the City Code and collecting the lien amount.

All applicants may appeal the Special Magistrate's decision to the City Commission. The applicant's notice of appeal must be provided to the City in writing within ten (10) days of the date of the order. The notice of appeal shall include any and all reasons why the applicant believes that the Special Magistrate's order should be overturned along with all supporting documents. The appealing party will be notified in writing of the scheduled date of the hearing at least five (5) days prior to the hearing date. A party receiving a lien reduction, shall, in addition to any reduced lien amount, pay to the City an amount determined by the City Commission to be reasonably related to the City's administrative costs of enforcing the City code and collecting the lien amount. The City Commission may affirm, reverse, or modify the Special Magistrate's order. The application fee, if any, to appeal the matter to the City Commission may be established by resolution of the City Commission.

☒ xx I certify the aforementioned listed property is in compliance with the ordinances of the City of Wilton Manors and there are no outstanding code violations.

☒ xx I certify that I have read and understand the aforementioned listed regulations and I have complied with all applicable mandates prior to submitting this application.

Signature	Print Name	Date
	Andy Martin, Mgr	2-6-26
Signature (Legal Representative – if applicable)	Print Name	Date
	Tom Runyan, Esq.	2-6-26

WILTON MANORS POLICE DEPARTMENT

CODE COMPLIANCE UNIT

Gary Blocker
Chief of Police

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LIEN REDUCTION REQUEST QUESTIONNAIRE

INSTRUCTIONS: Please complete this form in its entirety. If a question does not apply indicate so with "N/A".

1. What is the address of the property where the lien exists? 2031 wilton drive, wilton manors fl 33305

2. Who is the current property owner? dee 2031 property llc

3. Is the applicant the current property owner? ☒ Yes ☐ No. ***If the applicant is not the owner, a notarized letter from the property owner or legal representative authorizing the applicant to represent the property owner shall be submitted with your packet.***

4. Who is requesting the lien reduction *(title, name, company name)?* tom runyan, esq, The Runyan Law Firm pa

5. What is your relationship to the property owner? ATTORNEY

6. Has the violation(s) been complied? ☒ Yes ☐ No.

7. Are there any other outstanding violations at the property? ☐ Yes ☒ No. If yes, what violation(s) currently exist?

8. Does the property owner own any additional real property(ies) in the City of Wilton Manors? ☐ Yes ☒ No.

9. If you answered yes to #8, list the address to the property(ies).

10. If you answered yes to #8, are there any existing code violations at these properties? ☐ Yes ☐ No ☐ N/A.

11. If you answered yes to #8, are there any existing code liens at these properties? ☐ Yes ☐ No ☐ N/A.

12. If you answered yes to #10 and/or #11, provide details including but not limited to supporting documentation identifying any and all code violations and code liens within the past 5 years, lien amounts, etc.

13. Does the lien amount exceed the equity in the subject property? ☐ Yes ☒ No. If yes, the applicant shall provide written documentation to support this contention. Such information shall include a current appraisal or Broward County Property Appraiser's latest valuation.

14. Is/Has this property been the focus of any foreclosure proceedings? ☐ Yes ☒ No. If yes, what was/is the date of foreclosure? _____

15. What banks are involved in these foreclosure proceedings or any other proceedings involving this property and/or lien reduction request?
NA

16. Is this property currently listed "For Sale"? ☐ Yes ■ No. If yes, who is the listing real estate agent and real estate company? _____

17. If you answered "yes" to #15, what is the listing price? _____

18. If you answered "yes" to #15, is there currently a pending sale contract? ☐ Yes ☐ No ☐ N/A. If yes, what is the closing date? _____

19. Have all outstanding debts to include but not limited to utility liens, property maintenance fees, Special Magistrate administrative fees and any applicable taxes been satisfied? ■ Yes ☐ No. If no, what remains to be satisfied?

_____

_____

20. Is this property currently registered pursuant to the City's vacant/abandoned property registration program (Ordinance Section 13-29(g))? ☐ Yes ■ No. If no, please inquire with our Code Compliance Unit to assist you with identifying whether or not this property is required to be registered.

21. Is the lien reduction request based upon a financial hardship? ☐ Yes ■ No. If yes, the attached financial affidavit must be completed with supplemental information that shall include bank account statements for at least six (6) months, and federal income tax returns and supporting documents for the last three (3) years. (*Affidavit is attached to this packet*)

22. Is the lien reduction request based upon any other hardship? ■ Yes ☐ No. If yes, you must explain the hardship in question #24, and the applicant shall attach any and all documents and information to this packet to support a claim of hardship.

23. Do you understand the requirement for you to provide the City proof of notice prior to the public hearing, and that your failure to provide this proof of notice shall result in your request not being heard by the Special Magistrate. ■ Yes ☐ No.

24. Provide an explanation of the reduction sought to include any claims of hardship to include financial hardship, including but not limited to the reasons why the lien should be reduced. ***All relevant and supporting documentation and evidence to support this request to include hardships shall be submitted with this packet.*** *If the lien reduction request is based upon financial inability, a financial affidavit must be filed with supplemental information that shall include bank account statements for at least six (6) months, and federal income tax returns and supporting documents for the last three (3) years. The financial affidavit and supporting documentation shall be submitted by the property owner and any tenant occupying the property that has caused the violations which have resulted in the lien.*

During the time period of this Code Lien, the original manager/owner, Anthony Deriggi's health had declined to such a state that he was unable to properly run the property. He passed away in March 2023 and the attention to this matter was not noticed in time to correct. Once the estate was settled and ownership of Dee 2031 Property LLC was passed to Andy Martin, he was able to bring the property into compliance, he thought, by June 2023 of having the required 40 year inspection completed and was told by contractor that everything was completed. The reports that were submitted to the City were all dated in June 2023 and the City did sign off on them to bring the Property into compliance when Mr Martin was made aware that fines were still accruing. We are asking the Magistrate and the City to bring the compliance date to the date of the reports in June 2023.

Anthony DeRiggi was a long-time owner of many commercial and residential properties in Wilton Manors. After his death, Andy Martin has now assumed all responsibilities and has aggressively brought different properties into compliance and he seeks to continue to keep his commercial properties open and in the rental business.

He is asking for the maximum reduction during the Lien Reduction Period and seeks to be on the March 4, 2026 Magistrate hearing.

WILTON MANORS POLICE DEPARTMENT
CODE COMPLIANCE UNIT
Gary Blocker
Chief of Police
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CERTIFICATION OF TRUTH, ACCURACY AND AUTHENTICITY

I certify under penalty of perjury and law, this Lien Reduction Request Packet has been thoroughly completed using truthful, accurate and authentic information and supporting documents. I understand I and parties associated with providing false or misleading information may be investigated by law enforcement, and if appropriate, criminally charged.

Signature of Applicant

Signature of Legal Representative (if applicable)

Andy Martin
Printed name of Applicant

Tom Runyan
Printed name of Legal Representative (if applicable)

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO (or affirmed) and subscribed before me by means of ☒ physical presence or

☐ online notarization, this 6th day of February 2026, by Tom Runyan & Andy Martin

NOTARY PUBLIC DANA J. WEATHERWAX

✓ Personally Known RUNYAN

OR

✓ Produced Identification Martin via Driverslicense

FL DL
Type of Identification Produced

DANA JOAN WEATHERWAX
MY COMMISSION # HH 686274
EXPIRES: October 9, 2029

WILTON MANORS POLICE DEPARTMENT
CODE COMPLIANCE UNIT
Gary Blocker
Chief of Police
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CHECKLIST - LIEN REDUCTION REQUEST PACKET

1. Did you review and understand the lien reduction procedures? ■ Yes ☐ No

2. Did you check the box certifying the property is in compliance with the ordinances of the City of Wilton Manors and there are no outstanding code violations? ■ Yes ☐ No

3. Did you check the box certifying you have read and understand the listed regulations and that you have complied with all applicable mandates prior to submitting this application? ■ Yes ☐ No

4. Did you complete the Lien Reduction Request Questionnaire providing a response to every question? ■ Yes ☐ No

5. If you, the applicant, is not the property owner, did you submit a notarized letter from the property owner or legal representative authorizing the applicant to represent the property owner? ■ Yes ☐ No ☐ N/A

6. Did you provide an explanation of the reduction sought to include any claims of hardship and the reasons why the lien should be reduced? ■ Yes ☐ No

7. Did you include with this packet all relevant and supporting documentation and evidence to support your request to include claims of hardship? ■ Yes ☐ No ☐ I do not have any supporting information or documents.

8. If you are claiming a financial hardship, did you complete, sign and have notarized the Financial Affidavit? ☐ Yes ☐ No ■ N/A

9. If you are claiming a financial hardship, did you attach supplemental information that shall include bank account statements for at least six (6) months, and federal income tax returns and supporting documents for the last three (3) years for the property owner and if applicable, the tenant occupying the property that has caused the violations which have resulted in the lien? ☐ Yes ☐ No ■ N/A

10. Did you complete and have notarized the Certification of Truth, Accuracy and Authenticity? ■ Yes ☐ No

11. For requests being made to the Magistrate, do you understand the City will not process your application until we receive your non-refundable application fee as prescribed in the City's fee schedule with an added non-refundable fee for each additional lien recorded against the property? (Please attach your receipt) ■ Yes ☐ No ☐ N/A

12. Once your applications pack with supporting documents is competed, and you pay the non-refundable application fee with an added non-refundable fee for each additional lien recorded against the property, you may submit your application.

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 28, 2026

From: Gary Blocker, Chief of Police
Prepared by: Izabella Mesa

(a) Subject: 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

(b) City Manager Recommendation:

(c) Report In Brief: Staff seeks the Commission's desire whether to pursue foreclosure action against a code lien(s) attached to the real property located at 2604-2647 N Andrews, Wilton Manors, FL 33311. Pursuant to §162.09(3), "A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section. **After 3 months from the filing of any such lien which remains unpaid, the enforcement board may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest."** City staff provides this information to the Commission for their consideration to take foreclosure action against this code lien(s).

(d) Discussion: The code compliance unit opened a case (23-001945) on June 15, 2023 pursuant to violations observed at the above captioned property as also identified via Broward County parcel ID# 494227000221. At the October 4, 2023 Special Magistrate hearing, this property was found in violation of our Code of Ordinances as cited in our notice of violation. Due to continued non-compliance, a code lien was ultimately filed in the Broward County record against this property on March 13, 2024. Compliance was achieved February 4, 2024, and the lien amount is $13,000.00.

Additionally, the code compliance unit opened a case (24-002444) on September 9, 2024

pursuant to violations observed at the above captioned property as also identified via Broward County parcel ID# 494227000221. At the November 6, 2024 Special Magistrate hearing, this property was found in violation of our Code of Ordinances as cited in our notice of violation. Due to continued non-compliance, a code lien was ultimately filed in the Broward County record against this property on March 10, 2025. As of April 8, 2026 (427 days), compliance has not been fully achieved, and the lien amount is $106,750.00.
Additionally, the code compliance unit opened a case (25-001758) on June 2, 2025 pursuant to violations observed at the above captioned property as also identified via Broward County parcel ID# 494227000221. At the July 2, 2025 Special Magistrate hearing, this property was found in violation of our Code of Ordinances as cited in our notice of violation. Due to continued non-compliance, a code lien was ultimately filed in the Broward County record against this property on October 9, 2025. As of April 8, 2026 (274 days), compliance has not been fully achieved, and the lien amount is $137,000.00.

Additionally, the code compliance unit opened a case (25-003701) on December 15, 2025 pursuant to violations observed at the above-captioned property as also identified via Broward County parcel ID# 494227000221. At the January 7, 2026 Special Magistrate hearing, this property was found in violation of our Code of Ordinances as cited in our notice of violation. Due to continued non-compliance, a code lien was ultimately filed in the Broward County record against this property on April 9, 2026. As of April 8, 2026 (39 days), compliance has not been fully achieved, and the lien amount is $9,750.00.

Pursuant to police department policy #600.2 Code Lien Foreclosure Program, staff conducted a quality assurance review of the case file, resulting in a recommendation to provide it to our legal advisor for further consideration. Following this legal review, the liens associated with 23-001945, 24-002444 and 25-001798 are eligible for foreclosure. The lien associated with 25-003701 becomes eligible for foreclosure 3 months from the filing of the lien which remains unpaid (on or about July 9, 2026). This matter is now provided to the Commission for their consideration whether to pursue foreclosure action against these code liens. Thank you.

VIOLATIONS CITED in Case #23-001945

Violation(s)	Description	Compliance Date(s)	Current Status as of 2.13.26
Sec. 060-010 (B) - Building Permit	Hot water heater replacement	2.4.24	Complied.

VIOLATIONS CITED in Case #24-00244

Violation(s)	Description	Compliance Date(s)	Current Status as of 2.13.26
Sec. 060-010(B) - Building Permit	Ceiling repair in unit 224	None as of 2.13.26	Not Complied
Sec. 045-110(E)(8) - Maintenance	Approved enclosures shall be maintained in good condition and appearance at all times	None as of 2.13.26	Not Complied
Sec. 13-2 - Prohibition of litter, untended vegetation, weeds, grass, hard junk and sanitary nuisances.	Hard junk stored in dumpster area	4.3.25	Complied
Sec. 13-4 (a)(7) - Stairs, porches and railings	Deterioration of steps	4.3.25	Complied
Sec. 13-4 (b)(2) - Ground	Potholes/cracks	4.3.25	Complied

surface hazards.	throughout parking lot		
Sec. 13-4 (b)(5) - Parking areas - Potholes	Potholes	4.3.25	Complied
Sec. 13-4(b)(7) - Curbing and wheel stops	Repair all wheel stops throughout entire property	4.3.25	Complied
Sec. 5-58(E) - Minimum Housing Standards – General Requirements (Broward County Code)	Minimum standards for space; light and ventilation, basic facilities, equipment, and for maintenance	None as of 2.13.26	Not Complied
Sec. 5-61 - Minimum Housing Standards – Responsibilities	Deterioration of drywall in hallways/units; mold; rodent; deterioration of stairs; roaches.	None as of 2.13.26	Not Complied

VIOLATIONS CITED in Case #25-01758

Violation(s)	Description	Compliance Date(s)	Current Status as of 2.13.26
116.1 - Unsafe Structures	Falling ceilings, rodent feces, etc.	None as of 2.13.26	Not Complied
FBC (2014) 110.15 - 40 Year Inspection Program	Fail to obtain building safety inspections/permits	None as of 2.13.26	Not Complied
Sec. 045-100(E) - Dumpsters	Dumpster enclosure in disrepair	None as of 2.13.26	Not Complied
Sec. 060-010 - Work w/o Permits	Roof repairs, a/c units and water heaters	None as of 2.13.26	Not Complied
Sec. 13-4 (a)(2) - Roofs and Gutters	Repair dilapidated roof after obtaining permits	None as of 2.13.26	Not Complied
Sec. 10-72 - Residential Rental Licensing (RRL)	Fail to obtain RRL	None as of 2.13.26	Not Complied
Sec. 13-23 - Littering and Littering Material	Trash and discarded items in dumpster area	None as of 2.13.26	Not Complied
Sec. 5-58(E) - Minimum Housing Standards (Broward County Code)	Building in disrepair, mold, leaks, unsanitary conditions and more	None as of 2.13.26	Not Complied

VIOLATIONS CITED in Case #25-003701

Violation(s)	Description	Compliance Date(s)	Current Status as of 2.13.26
116.1 - Unsafe Structures	Failure to adhere to City's Unsafe Structure ordinance and Florida's Building Code Ordinance	None as of 2.13.26	Not Complied
Sec. 13-4 (c)(1-4) - Hazardous/unsanitary conditions/unsafe property	Obtain required permits to alleviate the Unsafe Conditions of the building	None as of 2.13.26	Not Complied

(e) Strategic Plan Consistency: Goal C. Enhance Quality of Life and Livability; 1. Enhance Beautification through Progressive City Codes and Proactive Enforcement; 2. Support Proactive Public Safety; 3. Promote the Public Health and Welfare of City Residents.

(f) Concurrences:

(g) Fiscal Impact: Fiscal Considerations: Per BCPA, the market value is $10,127,910.00. There is a Mortgage recorded against the Property with an original principal balance of $7,150,000.00 from August 2021. As of April 8, 2026, the total value of the City's liens was $266,500.00.

(h) Alternatives: The Commission may take no action resulting in the continuing accrual of this lien(s) with the potential for it to become unenforceable 20 years after the certified copy of the order imposing a fine has been recorded (§162.10), unless within that time an action is commenced pursuant to §162.09(3) in a court of competent jurisdiction. It is also likely the unresolved code violations will remain.

(i) Attachments:
1. WM Memo re Legal Review Wilton Pointe Apartments LLC Lien Foreclosure 4911-9658-8432 1
2. WM Memo re Legal Review Wilton Pointe Apartments LLC Lien Foreclosure 4921-7977-7953 3
3. Lien Foreclosure Consideration - Memo to Commission (IM339-021026)(GB146-041326)
4. MASTER Lien Foreclosure Case File Packet - Code Case #23-001945 2625 N ANDREWS
5. MASTER Lien Foreclosure Case File Packet - Code Case #24-002444 2625-2647 N ANDREWS)
6. MASTER Lien Foreclosure Packet PT 1 (GB146-111925)
7. MASTER Lien Foreclosure Packet PT 2 (GB146-111925)
8. MASTER Lien Foreclosure Case File Packet - Code Case #25-003701 (2604-2647 N ANDREWS)

CITY OF WILTON MANORS

INTER-OFFICE CORRESPONDENCE

TO: Leigh Ann Henderson, City Manager

CC: Azita Behmardi, Assistant City Manager
Gary Blocker, Chief of Police
Abel Alberro, Code Compliance Supervisor
Izabella Mesa, Code Compliance Administrative Assistant
Elizabeth Garcia-Beckford, City Clerk

FROM: Kerry L. Ezrol, City Attorney *KLE*

DATE: February 16, 2026

RE: City of Wilton Manors ("City") / Legal Review: Wilton Pointe Apartments, LLC, a Florida limited liability company, Lien Foreclosure, Special Magistrate, Case No. 25-001758
Property Address: 2604-2647 N. Andrews Avenue, Wilton Manors, FL

We have completed our pre-litigation review of the file.

1. Notices and Orders appear to be in order-properly noticed and sent by certified mail to the property owner at the address listed in Broward County Property Appraiser ("BCPA"). Some were not signed for. Final Order and Lien were received and signed for. Property owner has been represented by Counsel.
2. Chapter 162, Florida Statutes, requires notices to be sent to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The address listed in the tax collector's office for tax notices, matches the address the NOV was sent to as per BCPA.
3. As additional notice, Notices and Orders were also posted at the property. However, the NOV was not also posted at City Hall.
4. Lien was recorded on October 9, 2025. Pursuant to Chapter 162, Florida Statutes, after three (3) months from the filing of any such lien which remains unpaid, the Special Magistrate may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. The Order so authorizes foreclosure of the lien.
5. Lien imposed $500 per diem fine (Repeat violation) plus administrative costs of $225.00. Total due as of January 6, 2026 (to be updated) is $94,225.00.
6. Code Case No. 24-002444 also resulted in a lien. Lien was recorded on March 10, 2025. Amount due is $93,725.00, plus $225.00 administrative costs as of February 13, 2026. Compliance has not been fully achieved. We will review this file as well if we are authorized to proceed with foreclosure.

7. The title search picked up another lien, (Case # 23-001945). This case went to a lien reduction hearing on July 10, 2024. However, the reduced amount was not paid in time. Therefore, the lien reverted back to the original amount of $13,000.00 plus the staff costs of $1,109.00. Total lien $14,109.00. We will review this file as well if we are authorized to proceed with foreclosure.
8. A copy of the title report is attached.
9. Per BCPA (copy attached) market value is $10,127,910.00.
10. Property taxes are current through 2025.
11. Property is owned by LLC and is therefore not exempt.
12. There is a Mortgage recorded against the Property with an original principal balance of $7,150,000.00 from August 2021.
13. There are 2 Notices of Commencement (March 19, 2025 for parking lot repairs, and July 15, 2025 for Roof). If either of these contractors do not get paid and record a lien, their liens will revert back to the dates of their Notice of Commencement.
14. Please note that the value of the property may be adversely affected by the state of disrepair of the property.
15. Also, we have received recent communications from the attorney for the property owner about a potential sale. We are advised that the sale is scheduled to close on February 27, 2026.
16. Additionally, another case has been initiated by Code Case No. 25-003701. An order finding a violation was entered on January 7, 2026, requiring compliance by February 28, 2026.

Due to the state of disrepair of the property and the potential negative impact on the sale of the property we are requesting direction from the Commission about foreclosing at this time.

Please let us know if you would like to discuss this matter further or if you have any questions regarding this memorandum upon your review.

KLE:jc
Enclosures

FORECLOSURE PROPERTY INFORMATION REPORT

Issuer: Attorneys' Title Fund Services, Inc.
Recipient: Goren Cherof Doody & Ezrol, P.A.

Fund File Number: 1703714

Agent's File Reference: 2976.9902520.

Effective Date: December 12, 2025 at 11:00 PM

Description of Real Property Situated in Broward ***County, Florida.***

THE NORTH 200.00 FEET OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 27, TOWNSHIP 49 SOUTH, RANGE 42 EAST, LYING WEST OF NORTH ANDREWS AVENUE, LESS THE WEST 25 FEET THEREOF, AND LESS THE NORTH 175 FEET OF THE WEST 75 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE NORTH 200.00 FEET OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4), OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 27, TOWNSHIP 49 SOUTH, RANGE 42 EAST, LYING WEST OF NORTH ANDREWS AVENUE AND LESS THE WEST 25 FEET THEREOF, SAID LAND SITUATE, LYING AND BEING WITHIN BROWARD COUNTY, FLORIDA.

THIS FORECLOSURE REPORT IS PREPARED AND FURNISHED FOR INFORMATION ONLY AND IS NOT AN OPINION OF TITLE.

Prepared Date: December 18, 2025 ***Attorneys' Title Fund Services, Inc.***

Prepared by: Karla Swartz, Senior Examiner
Email Address: kswartz@thefund.com

FORECLOSURE PROPERTY INFORMATION REPORT

Record Title Vested in:

Wilton Pointe Apartments, LLC, a Florida limited liability company by Special Warranty Deed recorded in Instrument Number 117042267, Public Records of Broward County, Florida.

Record Title to Lien to be Foreclosed Vested in:

City of Wilton Manors, Florida by Order Imposing Fine and Lien recorded in Instrument Number 120093169; Instrument Number 120481556, Public Records of Broward County, Florida.

(include assignment, modification, subordination, etc., if applicable)

FORECLOSURE PROPERTY INFORMATION REPORT

ENCUMBRANCES

Outstanding Mortgages (other than the mortgage being foreclosed), Mechanics' Liens, Assessment Liens, Financing Statements, Unsatisfied Money Judgments, Tax Liens (State and Federal), Other Liens for the Recovery of Money, Easements, Reservations, Restrictions, Leases, Agreements for Deed, etc.

1. ***General or special taxes and assessments required to be paid in the year 2026 and subsequent years.***

2. ***Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:***

   (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and

   (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)

3. ***Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.***

4. ***Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.***

5. ***Any invalidity of or avoidance of the transfer of title to the subject premises pursuant to the provisions of the Bankruptcy Code (11 U.S.C.) or similar state insolvency or debtor and creditor law.***

6. ***For informational purposes only: An owner policy issued following completion of foreclosure should not be issued for an amount more than or less than the "full insurable value" of the property. See FAC 69O-186.003 (1) (a) 2.***

7. Despite any language herein to the contrary, this product may not be used for the issuance of a Title Commitment or Policy without prior approval from The Fund's Underwriting Department.

8. FOR INFORMATIONAL PURPOSES ONLY: 2025 taxes were paid on November 26, 2025 for Parcel/Account ID# 494227000221, in the gross amount of $232,606.03.

9. Mortgage to New York Community Bank, a New York banking corporation, mortgagee(s), recorded in O.R. Book 49635, Page 589, Public Records of Broward County, Florida. (Note: unsatisfied prior owner Mortgage - not yet out by statute)

10. Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing to Orix Real Estate Capital, LLC, a Delaware limited liability company, mortgagee(s), recorded in Instrument Number 117042268, and assigned to Fannie Mae by Assignment of Security Interest recorded in Instrument Number 117042269, Public Records of Broward County, Florida.

11. UCC Financing Statement between Wilton Pointe Apartments, LLC and Fannie Mae as recorded in Instrument Number 117042270, and continued by Instrument Number 120398162, Public Records of Broward County, Florida.

12. Claim of Lien against Wilton Pointe Apartments, LLC, a Florida limited liability company by City of Wilton Manors, Florida as recorded in Instrument Number 119448483, Public Records of Broward County, Florida.

13. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded March 19, 2025, under Instrument Number 120113103, Public Records of Broward County, Florida.

14. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded July 15, 2025, under Instrument Number 120323659, Public Records of Broward County, Florida.

15. Any taxes or other sums due or that may become due resulting from the Value Adjustment Board (VAB) action(s) disclosed on the Tax Collector' s website.

16. Right of Way of North Andrews Avenue per FDOT Right of Way Map Sec. 86250-2601 (Last Date: December 3, 1963) Miscellaneous Plat Book 6, Page 24; which supersedes Right of Way Map dated February 5, 1948, filed February 9. 1948 in Map Book 1, Page 26, Public Records of Broward County, Florida.

17. Right of Way Deed from John P. Pedersen and his to Broward County dated June 9. 1950, and filed Deed Book 712, Page 5, Public Records of Broward County, Florida.

18. Right of Way Deed from John P. Pedersen and his to Broward County dated June 9, 1950, and filed Deed Book 712, Page 7, Public Records of Broward County, Florida.

19. Terms and conditions of Rewire Agreement for Cable Television Service recorded in O.R. Book 25027, Page 244, Public Records of Broward County, Florida, which contain provisions for easements.

20. Ordinance No. 2020-16 recorded in Instrument Number 116473859, Public Records of Broward County, Florida.

21. Ordinance No. 2020-17 recorded in Instrument Number 116473875, Public Records of Broward County, Florida.

22. Rights of the lessees under unrecorded leases.

FORECLOSURE PROPERTY INFORMATION REPORT

23. Some counties and municipalities including, but not limited to, Lee, Charlotte and Miami-Dade Counties, and the Cities of Coral Springs, Deerfield Beach, Margate, Miami Gardens, North Lauderdale and Treasure Island, have enacted ordinances imposing upon lenders with properties in foreclosure the duty of maintaining the properties until they are resold. Other local governments will probably follow. Enforcement mechanisms vary but may include required registration of the property prior to or during foreclosure, inspections and certifications of condition by local authorities or licensed professionals, compliance with miscellaneous local codes, mandatory inspection or processing fees, certificates of use or re-occupancy, and financial penalties for non-compliance. While The Company will continue to disclose recorded notices of non-compliance and will include requirements or exceptions as appropriate on examined Fund or Old Republic National Title Insurance Company products, certificates of use or re-occupancy requirements lie outside of title policy coverage. Nevertheless, Title Agents are cautioned to determine whether any such ordinance(s) exist(s) for the County or municipality in which the subject property is situated and to follow the requirements thereof as part of their closing preparation and procedure in order to protect clients and to avoid possible non-compliance with lender closing instructions.

The status of corporations and limited partnerships has not been verified with any applicable governmental agencies or other authorities.

This report does not cover unpaid municipal taxes and other assessments unless they are recorded in the Official Records Book of the county, nor does it cover bankruptcies or other matters filed in the Federal District Courts of Florida.

FOR INFORMATIONAL PURPOSES: Consideration in foreclosure proceedings should be given to any parties known to the plaintiff or the plaintiff's attorney and having or claiming an interest in the property. In addition, consideration should be given to any other relevant information from the transaction.

See the attached Tax Sheet for current and delinquent (if any) ad valorem tax information.

NOTE: The Agent is responsible for obtaining underwriting approval on any commitment prepared from this product in the amount of $1,000,000.00 or otherwise in excess of their agency/member limits.

This Foreclosure Property Information Report is prepared and furnished for information only and is not an opinion of title.

This Foreclosure Property Information Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.



Property Address	2604-2647 N ANDREWS AVENUE, WILTON MANORS FL 33311
Property Owner	WILTON POINTE APARTMENTS LLC
Mailing Address	102 NE 2 ST #922 BOCA RATON FL 33432

ID #	4942 27 00 0221
Millage	0912
Use	03-01

Abbr Legal Description	27-49-42 N 200 OF S1/2 OF SE1/4 OF SE1/4 OF NW1/4 LYING W OF N ANDREWS AVE LESS W 25 & LESS N 175 OF W 75 AS PER OR 32785/28

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2026 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2026*	$800,940	$9,326,970	$10,127,910	$10,127,910	
2025	$800,940	$9,326,970	$10,127,910	$10,127,910	$232,606.03
2024	$800,940	$9,326,970	$10,127,910	$10,127,910	$232,859.53

2026* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$10,127,910	$10,127,910	$10,127,910	$10,127,910
Portability	0	0	0	0
Assessed/SOH	$10,127,910	$10,127,910	$10,127,910	$10,127,910
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$10,127,910	$10,127,910	$10,127,910	$10,127,910

Sales History

Date	Type	Price	Book/Page or CIN
2/4/2021	SWD-Q	$11,000,000	117042267
6/26/2018	QCD-T	$100	115191629
5/19/2015	SWD-Q	$6,000,000	113022950
3/12/2012	SWD-Q	$4,725,000	48577 / 1225
4/1/1987	WD	$2,222,500	14347 / 214

Land Calculations

Price	Factor	Type
$8.00	100,118	SF
Adj. Bldg. S.F. (Card, Sketch)		55206
Units		66
Eff./Act. Year Built: 1976/1966		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
09								
S								
55206								

CITY OF WILTON MANORS

INTER-OFFICE CORRESPONDENCE

TO: Leigh Ann Henderson, City Manager

CC: Azita Behmardi, Assistant City Manager
Gary Blocker, Chief of Police
Abel Alberro, Code Compliance Supervisor
Izabella Mesa, Code Compliance Administrative Assistant
Elizabeth Garcia-Beckford, City Clerk

FROM: Kerry L. Ezrol, City Attorney *KLE*

DATE: April 14, 2026

RE: City of Wilton Manors ("City") / Legal Review: Wilton Pointe Apartments, LLC, a Florida limited liability company, Lien Foreclosure, Special Magistrate, Case No. 25-003701
Property Address: 2604-2647 N. Andrews Avenue, Wilton Manors, FL

We have expedited our pre-litigation review of the file received April 13, 2026. We have not updated title since December 12, 2025. We previously issued a memo on February 16, 2025 detailing our pre-litigation review in connection with Case No. 25-001758. During our review of Case No. 25-001758, we also picked up liens in connection with Case Nos. 24-002444 and 23-001945.

1. Notices and Orders appear to be in order-properly noticed and sent by certified mail to the property owner at the address listed in Broward County Property Appraiser ("BCPA"). None were signed for. Property owner has been represented by Counsel.
2. Chapter 162, Florida Statutes, requires notices to be sent to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The address listed in the tax collector's office for tax notices, matches the address the NOV was sent to as per BCPA.
3. As additional notice, Notices and Orders were also posted at the property. However, the NOV was not also posted at City Hall.
4. The Order continuing the case from March 4, 2026 to April 8, 2026 does not contain the time for the hearing. Neither the property owner nor its attorney appeared at certification.
5. Lien was recorded on April 9, 2026. Pursuant to Chapter 162, Florida Statutes, after three (3) months from the filing of any such lien which remains unpaid, the Special Magistrate may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. The Order so authorizes foreclosure of the lien.
6. Lien imposed $250 per diem fine plus administrative costs of $225.00. Total due as of April 8, 2026 (to be updated) is $9,725.00.

7. Per BCPA (copy attached) market value is $10,127,910.00.
8. Property taxes are current through 2025.
9. Property is owned by an LLC and is therefore not exempt.
10. There is a Mortgage recorded against the Property with an original principal balance of $7,150,000.00 from August 2021.
11. There are 2 Notices of Commencement (March 19, 2025 for parking lot repairs, and July 15, 2025 for Roof). If either of these contractors do not get paid and record a lien, their liens will revert back to the dates of their Notice of Commencement.
12. Please note that the value of the property may be adversely affected by the state of disrepair of the property.

We recommend foreclosure after the statutory 90-day period. Note however, the property owner may raise an issue about the failure to include the time of the continued hearing on certification.

Please let us know if you would like to discuss this matter further or if you have any questions regarding this memorandum upon your review.

KLE:jc
Enclosures



Property Address	2604-2647 N ANDREWS AVENUE, WILTON MANORS FL 33311
Property Owner	WILTON POINTE APARTMENTS LLC
Mailing Address	102 NE 2 ST #922 BOCA RATON FL 33432

ID #	4942 27 00 0221
Millage	0912
Use	03-01

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Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$10,127,910	$10,127,910	$10,127,910	$10,127,910

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Price	Factor	Type
$8.00	100,118	SF
Adj. Bldg. S.F. (Card, Sketch)		55206
Units		66
Eff./Act. Year Built: 1976/1966		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
09								
S								
55206								

TO: City Commission via Leigh Ann Henderson, City Manager

FROM: Gary Blocker, Chief of Police

CC: Roberta Moore, Community Development Services Director
Abel Alberro, Code Supervisor
Izabella Mesa, Code Administrative Assistant
Claudio Grande, Building Official

DATE: April 9, 2026

REF: Code Lien Foreclosure Action Consideration
(Code Cases #23-001945, #24-002444, #25-001758 and #25-003701)
Wilton Pointe Apartments, LLC
2604-2647 N. Andrews Avenue
Wilton Manors, FL 33311

CASE #23-001945

The code compliance unit opened a case on June 15, 2023 pursuant to violations observed at the above captioned property as also identified via Broward County parcel ID# 494227000221. At the October 4, 2023 Special Magistrate hearing, this property was found in violation of our Code of Ordinances as cited in our notice of violation. Due to continued non-compliance, a code lien was ultimately filed in the Broward County record against this property on March 13, 2024. Compliance was achieved, and the lien amount is $13,000.00.

VIOLATIONS CITED

Violation(s)	Description	Compliance Dates	Status
Sec. 060-010(B) Building Permit	Hot water heater replacement	02/04/2024	Complied

CASE #24-002444

The code compliance unit opened a case on September 9, 2024 pursuant to violations observed at the above captioned property as also identified via Broward County parcel ID# 494227000221. At the November 6, 2024 Special Magistrate hearing, this property was found in violation of our Code of Ordinances, Broward County's Minimum Housing Standards and the Florida Building Code as cited in our notice of violation. Due to continued non-compliance, a code lien was ultimately filed in the Broward County record against this property on March 10, 2025. As of April 8, 2026 (427 days), compliance has not been fully achieved, and the lien amount is $106,750.00.

VIOLATIONS CITED

Violation(s)	Description	Compliance Dates	Status
Sec. 045-110(E)(8) Maintenance	Approved enclosures shall be maintained in good condition and appearance at all times.	None as of 2/10/2026	Not Complied
Sec. 060-010(B) Building Permit	Ceiling repair in unit 224	None as of 2/10/2026	Not Complied
Sec. 13-2 Prohibition of litter, untended vegetation, weeds, grass, hard junk and sanitary nuisances.	Remove all hard junk stored in dumpster area and Discard appropriately	02/25/2025	Complied
Sec. 13-4 (a)(7) Stairs, porches and railings	Deterioration of steps: repair	02/25/2025	Complied
Sec. 13-4 (b)(2) Ground surface hazards.	Potholes/cracks throughout parking lot	02/25/2025	Complied
Sec. 13-4 (b)(5) Parking areas - Potholes	Potholes: repair	02/25/2025	Complied
Sec. 13-4(b)(7) Curbing and wheel stops	Repair all wheel stops throughout entire property.	02/25/2025	Complied
Sec. 5-58(E) Minimum Housing Standards – General Requirements (Broward County Code)	Minimum standards for space; light and ventilation, basic facilities, equipment, and for maintenance.	None as of 2/10/2026	Not Complied
Sec. 5-61 Minimum Housing Standards – Responsibilities	Deterioration of drywall in hallways/units; mold; rodent; deterioration of stairs; roaches.	None as of 2/10/2026	Not Complied

CASE #25-001758

The code compliance unit opened a case on June 2, 2025 pursuant to violations observed at the above captioned property as also identified via Broward County parcel ID# 494227000221. At the July 2, 2025 Special Magistrate hearing, this property was found in violation of our Code of Ordinances, Broward County's Minimum Housing Standards and the Florida Building Code as cited in our notice of violation. Due to continued non-compliance, a code lien was ultimately filed in the Broward County record against this property on October 9, 2025. As of April 8, 2026 (274 days), compliance has not been fully achieved, and the lien amount is $137,000.00.

VIOLATIONS CITED

Violation(s)	Description	Compliance Dates	Status
FBC 116.1 Unsafe Structures	Falling ceilings, rodent feces, etc.	None as of 2/10/2026	Not complied
FBC (2014) 110.15 40 Year Inspection Program	Fail to obtain building safety inspections/permits	None as of 2/10/2026	Not complied
Sec. 045-100(E) Dumpsters	Dumpster enclosure in disrepair.	None as of 2/10/2026	Not complied
Sec. 060-010 Work w/o Permits	Roof repairs, a/c units and water heaters.	None as of 2/10/2026	Not complied
Sec. 10-72 Residential Rental Licensing (RRL)	Fail to obtain RRL	None as of 2/10/2026	Not complied
Sec. 13-23 Littering and Littering Material	Trash and discarded items in dumpster area	None as of 2/10/2026	Not complied
Sec. 13-4(a)(2) Roofs and Gutters	Repair dilapidated roof after obtaining permits.	None as of 2/10/2026	Not complied
Sec. 5-58(E) Minimum Housing Standards (Broward County Code)	Building in disrepair, mold, leaks, unsanitary conditions and more.	None as of 2/10/2026	Not complied

CASE #25-003701

The code compliance unit opened a case (25-003701) on December 15, 2025 pursuant to violations observed at the above-captioned property as also identified via Broward County parcel ID# 494227000221. At the January 7, 2026 Special Magistrate hearing, this property was found in violation of our Code of Ordinances as cited in our notice of violation. Due to continued non-compliance, a code lien was ultimately filed in the Broward County record against this property on April 9, 2026. As of April 9, 2026 (40 days), compliance has not been fully achieved, and the lien amount is $10,000.00. This lien becomes eligible for foreclosure 3 months from the filing of the lien which currently remains unpaid (on or about July 9, 2026).

VIOLATIONS CITED

Violation(s)	Description	Compliance Dates	Status
Sec. 116.1 Unsafe Structures	Failure to adhere to City's Unsafe Structure ordinance and Florida's Building Code Ordinance.	None as of 2/10/2026	Not Complied
Sec. 13-4 (c) (1-4) Hazardous/unsanitary conditions/unsafe property	Obtain required permits to alleviate the Unsafe Conditions of the building.	None as of 2/10/2026	Not Complied

POLICY/LEGAL REVIEW AND RECOMMENDATION

Pursuant to police department policy #600.2 Code Lien Foreclosure Program, staff conducted a quality assurance review of the case file, resulting in a recommendation to provide it to our legal advisor for further consideration. Following this legal review, the liens associated with 23-001945, 24-002444 and 25-001798 are eligible for foreclosure. The lien associated with 25-003701 becomes eligible for foreclosure 3 months from the filing of the lien which remains unpaid (on or about July 9, 2026). This matter is now provided to the Commission for their consideration whether to pursue foreclosure action against these code liens. Thank you.

TO: Note to File

FROM: Izabella Mesa, Code Administrative

DATE: January 16, 2026

REFERENCE: Quality Assurance Review – Lien Foreclosure - Case 23-001945

QUALITY ASSURANCE REVIEW - LIEN FORECLOSURE

Case #: 23-001945 **Case opened on:** June, 15, 2023 **Code Officer:** Nadia Taylor-Wellington

Owner Name: Wilton Pointe Apartments LLC
Property Address: 2625 N. Andrews Avenue, Wilton Manors, FL 33311

Violations		
Section	**Title**	**Description**
Sec. 060-010(B)	Building Permit	Required Permit Approvals - building permit.
Notice of Violation (Initial)		
Certified Mail Sent		June 15, 2023
Certified Mail Delivered		Still in Transit
Certified Mail Signature		☐ Yes ☒ No
Posted on Property		June 15, 2023
Special Magistrate		
☒ In Violation ☐ No Violation		October 4, 2023
Property Representative Present		☐ Yes ☒ No
Property Representative Name(s)/Relation		N/A
Final Order		
Certified Mail Sent		October 7, 2023
Certified Mail Delivered		Still in Transit
Certified Mail Signature		☐ Yes ☒ No
Posted on Property		October 10, 2023
Order Imposing Fine and Lien		
Certified Mail Sent		March 8, 2024
Certified Mail Delivered		Still in Transit
Certified Mail Signature		☐ Yes ☒ No
Posted on Property		March 11, 2024
Fines Assessed / ($) per day		
$250.00 Fine Start Date		December 14, 2023
Certification Date		March 6, 2024
Lien Filed w/ County		March 13, 2024
Compliance Date		February 4, 2024
Days in Violation		52
Administrative Fee Paid ($200.00)		☐ Yes ☒ No
Total Lien		$13,000.00

Lien Reduction	
☒ Granted ☐ Not Granted	July 10, 2024
Notice of Hearing Certified Mail Sent	June 25, 2024
Certified Mail Delivered	Still in Transit
Certified Mail Signature	☐ Yes ☒ No
Staff Costs	$1,109.00
Lien Reduction Amount Due	$10,209.00
Lien Reduction Final Order Certified Mail Sent	July 11, 2024
Certified Mail Delivered	July 15, 2024
Certified Mail Signature	☒ Yes ☐ No
Ordered Payment Date	October 8, 2024
Paid by Ordered Date	☐ Yes ☒ No
Total Lien	$13,000.00

Section	Title	Description	Current Status
Sec. 060-010(B)	Building Permit	Required Permit Approvals - building permit.	Complied

PERMITTING HISTORY

Permitting – WILTON POINTE APARTMENTS LLC (Property Owner)		
Section	**Title**	**Status**
WM25-001045	Re-Roof	Denied
WM25-001046	Re-Roof	Denied
WM25-001047	Re-Roof	Denied
WM25-000963	Building Permit	Denied
WM24-001765	Asphalt/Pavers Permit	Finaled
WM23-001506	Plumbing Permit	Finaled
WM21-001344	Plumbing Permit	Finaled
WM22-000749	Signs	Finaled

FILE SUMMARY REPORT
January 30, 2026

FILE INFORMATION

File #:	23-001945	**Address:**	2625 North ANDREWS Avenue
Status:	Open - Recorded Lien	**Parcel #:**	494227000221
Open Date:	06/15/2023	**Description:**	FAILURE TO ADHERE TO CITY'S WORK WITHOUT PERMITS AND INSPECTION ORDINANCE TO WIT: OBTAIN PERMITS AND INSPECTIONS FOR ALL WORK INCLUDING BUT NOT LIMITED TO: 1. REPLACING HOT WATER HEATER IN UNIT # 212, 2. DRYWALL AND CIELING REPAIRS IN UNIT 112. 3. ANY AND ALL WORK REGARDING PLUMBING, ELECTRICAL AND STRUCTURE. 4. OBTAIN ALL APPLICABLE PERMITS FROM THE CITY, PASS APPLICABLE INSPECTIONS, AND HAVE THE PERMIT FINALIZED AND CLOSED BY THE CITY. FOR PERMITTING INFORMATION CONTACT THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT AT 954-390-2180. 5. SEND PROOF OF PERMITS TO CODE AT NTAYLOR-WELLINGTON@WMPD.ORG
Close Date:		**Owner Name:**	WILTON POINTE APARTMENTS LLC
Type:	Code Compliance	**Owner Address:**	102 NE 2 ST #922 BOCA RATON, FL 33432

CONTACTS

CONTACT	ASSOCIATION	CONTACTTYPE	ADDRESS	PHONE
Abrams Law Firm, P.A. Bethany Goode		Citizen		Work: (954) 332-2358

INSPECTIONS

TYPE	INSPECTION DATE	INSPECTOR	DESCRIPTION	STATUS
Inspection	06/15/2023	Nadia Taylor-Wellington	I RECEIVED AN EMAIL COMPLAINT FROM BUILDING OFFICIAL CLAUDIO GRANDE REGARDING WORK WITHOUT PERMIT AT PROPERTY TO INCLUDE WATER HEATER REPLACEMENT IN UNIT 212 AND DRYWALL AND CIELING REPAIRS IN UNIT 112. I ISSUED A NOTICE OF VIOALTION.	
Re-Inspection	08/14/2023	Nadia Taylor-Wellington	NO PERMITS ON FILE FOR OPEN VIOLATION. PROPERTY IS NOT IN COMPLIANCE	
Re-Inspection	09/09/2023	Nadia Taylor-Wellington	NO PERMITS ON FILE TO DATE FOR THE VIOLATIONS CITED. PROPERTY IS NOT IN COMLIANCE.	
Re-Inspection	09/28/2023	Kim Holinko	No permits have been applied for	
Re-Inspection	03/06/2024	Abel Alberro	Property came into compliance on 2/4/24 was out of compliance for 52 days x $250 = $13,000.00 + $200 = $13,200.00.	
Re-Inspection	12/13/2024	Kim Holinko	REDUCED FINE WAS NOT PAID IN TIME - REVERT BACK TO ORIGINAL AMOUNT	

ACTIVITIES

TYPE	ACTIVITY DATE	ASSIGNED TO	DESCRIPTION	STATUS
Notice of Violation with Summons	06/15/2023	Nadia Taylor-Wellington		

Mail Sent - NOV With Summons	06/15/2023	Nadia Taylor-Wellington	Label # 940711189876541524478	
Posting Properties	06/15/2023	Nadia Taylor-Wellington	NOV POSTING	
Permit Check	08/14/2023	Nadia Taylor-Wellington	NO ACTIVE PERMIT ON FILE FOR OPEN VIOLATIO. PROPERTY IS NOT IN COMPLIANCE.	
Notice of Hearing - NOH	09/17/2023	Kim Holinko		
Mail Sent - Notice Of Hearing	09/17/2023	Kim Holinko	Label # 9414811898765413770179	
Posting Properties	09/19/2023	Nadia Taylor-Wellington	NOH POSTING	
Special Magistrate Hearing	10/04/2023	Nadia Taylor-Wellington	10/4/23 - IN VIOLATION, COMPLY BY 12/13/23 OR $250 PER DAY + $200 ADMIN FEE DUE BY 11/6/23. FINE TO BE CERTIFIED ON 3/6/24	In Violation
Mail Sent - Final Order	10/07/2023	Kim Holinko	Label # 9414811898765492549543	
Posting Properties	10/10/2023	Nadia Taylor-Wellington	FINAL ORDER POSTING	
Permit Check	02/27/2024	Rachelle Malaczewski	Permit for water heater approved today, not ready for pick up. No application for drywall in unit 112 seen on this date. PERMIT #: WM23-001506 Permit Type Building Permit Plumbing Permit Water Heater Replacement Sam Jolleys Plumbing - John Greene Approved - NOT Ready for Pick Up FEES & PAYMENTs Permit Fees 238.69 Total Amount 238.69 Amount Paid 238.69 Non-Billable PERMIT DATES Application Date 10/13/2023 Approval Date 02/27/2024 Issue Date: Expiration Date:	
Contact - Property Owner/Manager	03/04/2024	Nadia Taylor-Wellington	SPOKE WITH PROPERTY MANAGER WHO ADVISED FINAL INSPECTIONS WERE DONE TODAY AND WERE FINALED. NO WORK WAS DONE IN UNIT 112 AND SO PROPERTY IS NOT REQUIRED TO APPLY FOR A PERMIT FOR THAT UNIT. CASE WILL BE CLOSED ONCE CDS CONFIRMS FINAL INSPECTION	
Special Magistrate Hearing	03/06/2024	Nadia Taylor-Wellington	10/4/23 - IN VIOLATION, COMPLY BY 12/13/23 OR $250 PER DAY + $200 ADMIN FEE DUE BY 11/6/23. FINE TO BE CERTIFIED ON 3/6/24 3-6-24 FINES CERTIFIED PROPERTY NOT IN COMPLIANCE.	Certified
Mail Sent - Certification Order	03/08/2024	Rachelle Malaczewski	Label # 9414811898765407143125 WILTON POINTE APARTMENTS LLC 102 NE 2 ST #922	
Posting Properties	03/11/2024	Maria Roque	Posted order imposing fine and lien.	
Contact - Property Owner/Manager	04/01/2024	Rachelle Malaczewski	Kelvin called today to see how much and where he could pay his fee. He was under the impression he only had an admin fee.. I emailed him a copy of the final order from March 6, 2024 Special Magistrate along with a lien reduction application.	
Notice of Hearing - NOH	06/25/2024	Kim Holinko		
Mail Sent - Notice Of Hearing	06/25/2024	Kim Holinko	WILTON POINTE APARTMENTS LLC 102 NE 2 ST #922 BOCA RATON, FL 33432 Label # 9414811898765467183192	
Contact - Property Owner/Manager	07/09/2024	Rachelle Malaczewski	RECIEVED A CALL FROM JUDY WHI IS THE NEW PROPERTY MANAGER FOR THIS PROPERTY. SHE CALLED TO CHECK FOR ANY OPEN VIOLATIONS/CASES. SHE WAS UNAWARE OF THE LIEN REDUCTION CASE AND MAY ATTEND. PLANS TO GET THE PROPERTY INTO SHAPE ADDING HER AS A CONTACT JUDY 1-201-396-7297	
Special Magistrate Hearing	07/10/2024	Kim Holinko	LIEN REDUCTION REQUEST: The subject property was determined to be "in compliance" of the violation(s) on FEBRUARY 4, 2024, and "non-compliant" for 52 days x's $250.00	Lien Reduction Granted

			= $13,000.00. Total Lien Amount: $13,000.00 Estimated Staff Costs: It is estimated that the Code Compliance staff has expended approximately 7 hours of time and effort resulting from this case. Those figures are broken down in the costs outlined below. Code Compliance Officer(s): 1 hour $30.00 Code Compliance Supervisor 1 hour $30.00 Code Compliance Admin. Asst.: 2 hours $40.00 Special Magistrate: 3 hours $525.00 Postage/Mailings: $24.00 Recording Fees: $10.00 Filing/Release of Lien Fees: $250.00 Administrative Fee: $200.00 Total Estimated Staff Costs: $1109.00 TOTAL AMOUNT: $14,109.00
Mail Sent - Final Order Lien Reduction	07/11/2024	Levingstone Ennis	WILTON POINTE APARTMENTS LLC 102 NE 2 ST #922 BOCA RATON, FL 33432 Label # 9414811898765466896376
Posting Properties	07/16/2024	Maria Roque	Posted final order for lien reduction to property at 11:29 am.

VIOLATIONS

VIOLATION	STATUS	DATES	COMMENTS
Sec. 060-010(B) Building Permit - Required Permit Approvals - building permit	Open	Open Date: 06/15/2023 Close Date:	WORK WITHOUT PERMITS. OBTAIN ALL APPLICABLE PERMITS FROM THE CITY, PASS APPLICABLE INSPECTIONS, AND HAVE THE PERMIT FINALIZED AND CLOSED BY THE CITY. FOR PERMITTING INFORMATION CONTACT THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT AT (954)390-2180

DOCUMENTS

SOURCE	DOCUMENT NAME	DATE	CREATED BY
Case Photo	2625 ANDREWS 1.jpeg	06/15/2023	Nadia Taylor-Wellington
Case Photo	2625 ANDREWS 2.jpeg	06/15/2023	Nadia Taylor-Wellington
Case Photo	2625 ANDREWS 3.jpeg	06/15/2023	Nadia Taylor-Wellington
Case Photo	2625 ANDREWS 4.jpeg	06/15/2023	Nadia Taylor-Wellington
Case Photo	2625 ANDREWS 5.jpeg	06/15/2023	Nadia Taylor-Wellington
Case Photo	2625 ANDREWS 6.jpeg	06/15/2023	Nadia Taylor-Wellington
Case Photo	2625 ANDREWS 7.jpeg	06/15/2023	Nadia Taylor-Wellington
Case Photo	2625 ANDREWS 8.jpeg	06/15/2023	Nadia Taylor-Wellington
Case Photo	2625 ANDREWS 9.jpeg	06/15/2023	Nadia Taylor-Wellington
Case Photo	2625 ANDREWS 10.jpeg	06/15/2023	Nadia Taylor-Wellington
Case Photo	2625 ANDREWS 11.jpeg	06/15/2023	Nadia Taylor-Wellington
Merge document	Notice of Violation with Summons.htm	06/15/2023	Nadia Taylor-Wellington
Case Photo	IMG_0661.JPG	06/15/2023	Nadia Taylor-Wellington
Merge document	Final Order.htm	09/05/2023	Kim Holinko
Merge document	Notice of Hearing.htm	09/17/2023	Kim Holinko
Case Photo	IMG_1483.JPG	09/19/2023	Nadia Taylor-Wellington
Other	FO 23-1945 10-4-23.pdf	10/06/2023	Kim Holinko
Case Photo	IMG_1697.JPG	10/10/2023	Nadia Taylor-Wellington
Merge document	Order Imposing Fine and Lien.htm	03/06/2024	Rachelle Malaczewski
Online Document Upload	23 1945 OIFL.pdf	03/07/2024	Rachelle Malaczewski
Case Photo	image.jpg	03/11/2024	Maria Roque
Other	LIEN RED. APP. 23-1945.pdf	06/21/2024	Kim Holinko
Online Document Upload	RECORDED LIEN 23 1945.pdf	06/24/2024	Rachelle Malaczewski
Merge document	Notice of Hearing.htm	06/25/2024	Kim Holinko
Merge document	Lien Reduction Final Order.htm	07/09/2024	Kim Holinko
Online Document Upload	lien reduction 23 1945.pdf	07/11/2024	Rachelle Malaczewski
Case Photo	image.jpg	07/16/2024	Maria Roque

Online Document Upload	23 1945 POS.pdf	07/16/2024	Rachelle Malaczewski
Email	Code Violation Notice.htm	07/01/2025	Abel Alberro

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

NOTICE OF VIOLATION

DATE: June 15, 2023

WILTON POINTE APARTMENTS LLC
102 NE 2 ST #922
BOCA RATON, FL 33432

VIOLATION ADDRESS: 2625 North ANDREWS Avenue, WILTON MANORS, FL 33311
CASE #: 23-001945

In the name of the City of Wilton Manors, Florida, the undersigned certifies that City of Wilton Manors Police Officers and/or Code Compliance Officers have made inspections, or received an Affidavit of Complaint, regarding the above premises and/or personal property on the above date and has just and reasonable grounds to believe that you are in violation of a section of the City of Wilton Manors Code of Ordinances as follows:

DESCRIPTION OF VIOLATION(S): FAILURE TO ADHERE TO CITY'S WORK WITHOUT PERMITS AND INSPECTION ORDINANCE TO WIT: OBTAIN PERMITS AND INSPECTIONS FOR ALL WORK INCLUDING BUT NOT LIMITED TO:

1. REPLACING HOT WATER HEATER IN UNIT # 212,
2. DRYWALL AND CIELING REPAIRS IN UNIT 112.
3. ANY AND ALL WORK REGARDING PLUMBING, ELECTRICAL AND STRUCTURE.
4. OBTAIN ALL APPLICABLE PERMITS FROM THE CITY, PASS APPLICABLE INSPECTIONS, AND HAVE THE PERMIT FINALIZED AND CLOSED BY THE CITY. FOR PERMITTING INFORMATION CONTACT THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT AT 954-390-2180.
5. SEND PROOF OF PERMITS TO CODE AT NTAYLOR-WELLINGTON@WMPD.ORG

DAYS TO COMPLY: 30 days from receipt of this Notice.

CASE #23-001945

Sec. 060-010(B) Building Permit
(B) Building permit, site improvement permit. Generally required for development pertaining to buildings, structures and infrastructure. Building permits are required pursuant to the Florida Building Code. The building or site improvement permit and certificate of occupancy represent the last point in the development review process. All other approvals, permits and certificates required by this Article must be applied for and obtained before an application for such permits may be considered for approval by the City. Applications for building permits shall be consistent with all previous approvals, including but not limited to, the site plan, plat, and conditional use approvals. No development shall occur until and unless the Department has issued a building or site improvement permit for that development.

MEANS OF CORRECTION: WORK WITHOUT PERMITS. OBTAIN ALL APPLICABLE PERMITS FROM THE CITY, PASS APPLICABLE INSPECTIONS, AND HAVE THE PERMIT FINALIZED AND CLOSED BY THE CITY. FOR PERMITTING INFORMATION CONTACT THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT AT (954)390-2180

This is an official notice to make you aware of violation(s) of the City Wilton Manors Code of Ordinances and/or the Florida Building Code, Broward County Edition. If you have any questions or would like additional information regarding this notice please call the officer listed below. Failure to correct the violation(s) within above time frame shall result in the case being heard before the Special Magistrate.

WHEN THE ABOVE LISTED VIOLATION IS CORRECTED YOU MUST CONTACT THE OFFICER FOR A RE-INSPECTION TO ENSURE THAT YOUR PROPERTY IS IN COMPLIANCE. IF YOU NEED TO MEET WITH A CODE OFFICER, PLEASE MAKE AN APPOINTMENT WITH THEM. THANK YOU.

RELATING TO WORK WITHOUT PERMITS

*****IF YOU ARE BEING CITED FOR WORK WITHOUT PERMITS, PLEASE KNOW THAT YOU ARE NOT IN COMPLIANCE UNTIL THE PERMIT IS FINALED BY THE COMMUNITY DEVELOPMENT SERVICE DEPARTMENT** APPLYING FOR OR OBTAINING A PERMIT WILL NOT MEET COMPLIANCE STANDARDS.***

162.06 Enforcement procedure. (5) If the owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall: (a) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee. (b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor. (c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding. (d) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

If you decide to appeal any decision made by the Special Magistrate, you will need a record of the proceedings. In the case of an appeal, you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Nadia Taylor-Wellington

NTaylor-Wellington@wmpd.org

POLICE

WILTON MANORS

CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

FAILURE TO COMPLY – SUMMONS TO APPEAR

Should you fail to comply with the above violation by the compliance date, you shall appear before the Special Magistrate on September 13, 2023 at 2:00 PM in the Commission Chambers at City Hall, 2020 Wilton Drive, Wilton Manors, Florida 33305.

Should you be found in violation of the Municipal Code, the Special Magistrate may impose a fine up to $250.00 per day for the first violation, and up to $500.00 per day for a repeat violation. In addition, if the violation is irreparable and irreversible the Special Magistrate may also include fines of up to $5000.00 as well as the cost of reasonable repairs incurred by the City to bring the property into compliance, also Administrative Costs of up to $500.00.

If the violation(s) is/are corrected by the time specified, this case may still be presented before the Special Magistrate. Please contact the Code Compliance Unit at 954-390-2151 for a re-inspection.





PROPERTY
PARCEL #: 494227000221
2625 N ANDREWS AVE
WILTON MANORS FL 33311

PERMIT #	SUB TYPE	DESCRIPTION	STATU	ISSUED	EXPIRATION
WM25-001045	Re-Roof	ReRoof, TPO, 99.5 sq, 0/12 Pitch (JOB ADDRESS 2604 N ANDREWS)	Denied		
WM25-001046	Re-Roof	ReRoof BLDG A, TPO, 131 sq, 0/12 Pitch (JOB ADDRES 2625 N ANDREWS, BLDG A)	Denied		
WM25-001047	Re-Roof	ReRoof BLDG B, TPO, 100sq, 0/12 Pitch (JOB ADDRESS 2625 N ANDREWS, BLDG B)	Denied		
CR25-000547	Contractor	Replace Hot Water Heaters With. Eco Smart tankless water heaters No supporting docs. -JC 06/30/2025 Spoke with contractor on the phone, (201) 396-7297, and informed that this is not a permit application and they will need to submit these to a permit file to be reviewed. They will be submitting the contractor docs to CR25-000551. -JC 07/01/2025	Void		
CR25-000551	Contractor	Replace Hot Water Heaters With. Eco Smart tankless water heaters Awaiting state lic and corrected liability -JC 07/01/2025 Pending RM, CG, & WB review. -JC 07/02/2025 7.10.2025 DBPR license submitted for Joseph Napoli, license number CFC4747552 is not valid. QR code on documentation submitted goes to William Kirk Jynella dba First Service CGS, Inc out of Cape Coral, license number CFC1429867. RM 7.10.2025	Denied		
WM25-000963	Building Permit	Replace Hot Water Replace Heaters With. Eco Smart tankless water heaters (ATF)	Denied		
CR25-000367	Contractor	Replace Hot Water Heaters With. Eco Smart tankless water heaters No supporting docs. -JC 05/01/2025 Spoke with contractor on the phone, they meant to submit a permit, not a CR. Therefore, Void. -JC 05/08/2025	Void		
WM24-001765	Asphalt/Pavers Permit	Parking lot seal coating and striping - 40,300 sqft (existing parking lot)	Finaled	03/12/2025	07/02/2025
CR25-000185	Contractor	Contractor Registration Informed contractor via email that they are now officially registered. -JC 03/11/2025	Approved	03/11/2025	
WM23-001506	Plumbing Permit	Water Heater Replacement	Finaled	02/27/2024	06/04/2024

PERMIT #		DESCRIPTION		ISSUED	EXPIRATION
WM21-001344	Plumbing Permit	Plumbing - Install 3 compartment sinks (Location: 2643 N Andrews Ave)	Finaled	10/21/2021	03/27/2022
CR21-000052	Contractor	CONTRACTOR REGISTRATION	Closed		
WM22-000749	Signs	Illuminated Single Face Monument Sign: "WILTON POINT APARTMENT HOMES AND SHOPS"	Finaled	09/08/2022	04/10/2023
WM20-001223	Building Safety Inspection Report	40 year inspection	Finaled	11/10/2020	02/10/2021
WM19-001032	Building Permit	SEAL COAT AND RE-STRIPE PARKING LOT AND DRIVEWAY	Finaled	10/23/2019	04/26/2020
WM18-001016	Plumbing Permit	PLUMB / SEWER LINE 150'	Finaled	09/25/2018	03/20/2019
WM18-001523	Structural Permit	DOUBLE DRIVE GATE 20' OPEN COLOR BRONZE OPEN PICKET (1)	Finaled	12/27/2018	04/08/2019
WM11-000167	Backflow - Recertify	Backflow Recert/Camelot West Apts. Serial No.1106703 Meter No.17397498	Finaled	01/04/2012	07/04/2012
WM11-000168	Backflow - Recertify	Backflow Camelot West Apts. Serial No. 1181062 Meter No. 975XL	Finaled	01/04/2012	07/04/2012
WM11-000169	Backflow - Recertify	Backflow Camelot West Apt. Serial No. 1176247 Meter No. 17397493low	Finaled	01/04/2012	07/04/2012
WM13-000208	Signs	SIGN (WALL W/NO ELEC)	Finaled	02/27/2013	09/27/2013
WM13-000562	Re-Roof	REROOF (FLAT)	Finaled	06/04/2013	10/05/2013
WM13-000563	Re-Roof	REROOF (FLAT)	Finaled	06/04/2013	09/26/2013
WM13-000564	Re-Roof	REROOF (FLAT)	Finaled	06/04/2013	11/29/2013
WM13-000565	Re-Roof	REROOF (FLAT)	Finaled	06/04/2013	10/05/2013
WM13-000670	Building Permit	COOL TOWER (REPLACEMENT W/BF)	Finaled	09/03/2013	01/01/2014
WM14-000649	Electrical Permit	ELEC (SMOKE DETECTORS, 18 UNITS) NORTH BLDG ONLY - JOB ADDRESS 2625 NAA)	Finaled	05/15/2014	03/30/2015
WM14-000942	Plumbing Permit	PMBG/ REPLACE 120' CAST IRON MAIN SEWER LINE WITH PVC **NOTE, At city tie-in a 6" clean-out must be installed if currently one does not exist	Finaled	07/15/2014	04/06/2015

PERMIT #		DESCRIPTION		ISSUED	EXPIRATION
07-0930-B	Building Permit	Job Name: CAMELOT WEST APTS-railing Constr. Type: RAILING Struct. Type: APARTMENTS Appl Type: Contractor: Company: MARTIN C ORGAN 6554 NW 13 COURT PLANTATION FL 33325 Voice#: 954-830-2550 Cont #: CNTR-869 Cont Type: ROOFING Cont Co.: DOW CONSTRUCTION Cont Addr: 205 NE 24 AVENUE Conditions: , 07-0930-B RAILING REPLACEMENT - FINALED ON 09/19/07	Finaled	08/22/2007	02/13/2008
07-0062-P	Plumbing Permit	Job Name: CAMELOT APTS Constr. Type: BACKFLOW Struct. Type: APARTMENTS Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: ,	Finaled	01/18/2007	07/17/2007
07-0063-P	Plumbing Permit	Job Name: CAMELOT APTS Constr. Type: BACKFLOW Struct. Type: APARTMENTS Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: ,	Finaled	01/18/2007	07/17/2007
07-0064-P	Plumbing Permit	Job Name: CAMELOT APT Constr. Type: BACKFLOW Struct. Type: APARTMENTS Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: ,	Finaled	01/18/2007	07/17/2007
02-1017	Building Permit	Job Name: WEST Constr. Type: B/F Appl Type: Contractor: Company: PARADISE PLMB Conditions: , 02-1017 B/F	Finaled	01/01/2000	01/01/2000
02-1018	Building Permit	Job Name: WEST Constr. Type: B/F Appl Type: Contractor: Company: PARADISE PLMB Conditions: , 02-1018 B/F	Finaled	01/01/2000	01/01/2000
02-1460	Building Permit	Job Name: WEST Constr. Type: SEAL COATING & STRIPPING Appl Type: Contractor: Company: ATKINS PAVING CO 3015 NW 6 Court Pompano Beach FL 33064 Voice#: 954-592-1097 Cont #: CNTR-302 Cont Type: MECHANICAL Cont Co.: ALL YEAR COOLING & HEATING Cont Addr: 1345 NE 4 AVENUE Conditions: , 02-1460 SEAL COATING & STRIPPING	Finaled	01/01/2000	01/01/2000

PERMIT #		DESCRIPTION		ISSUED	EXPIRATION
97-0354	Building Permit	Job Name: CAMELOT APTS. Constr. Type: REROOF Appl Type: Contractor: Company: ATLAS ROOFING 5011 NW 37 Avenue Tamarac FL 33309 Voice#: 954-270-0615 Fax#: 954-486-0035	Finaled	01/01/2000	01/01/2000
98-0072	Building Permit	Job Name: CAMELOT WEST APTS. Constr. Type: FIRE ALARM Appl Type: Contractor: Company: A TECH FIRE	Finaled	01/01/2000	01/01/2000
01-0348	Building Permit	Job Name: CAMELOT WEST Constr. Type: INSTALL 2 BACKFLOW'S Appl Type: Contractor: Company: A-1 PARADISE PLUMBING INC 960 NW 36 STREET OAKLAND PARK FL 33309 Voice#: 954-563-0110	Closed	01/01/2000	01/01/2000
01-0456	Building Permit	Job Name: CAMELOT WEST Constr. Type: INSTALL BACKFLOW P&H OWEN ROOFING	Closed	01/01/2000	01/01/2000
01-0540	Building Permit	Job Name: MARTINO PETRECCIA Constr. Type: 126 OPENINGS Appl Type: Contractor: Company: VICO WINDOWS 4190 NE 6 AVE OAKLAND PARK FL 33334 Voice#: 954-563-5686	Finaled	01/01/2000	01/01/2000
06-0541	Building Permit	Job Name: PETRECCIA WESt APtS), MARtINO (CaMELOt Constr. Type: ReplaCe Cooling Tower Appl Type: Contractor: Company: Cool Breeze A/C Corp Conditions: , 06-0541 ReplaCe Cooling Tower	Finaled	01/01/2000	01/01/2000
05-0036	Building Permit	Job Name: WEST APtS., CAMELOt Constr. Type: Install Fire Alarm Sys. Appl Type: Contractor: Company: BROWARD COUNTY SECURITY PO BOX 10508 POMPANO BEACH FL 33061 Voice#: 954-566-3348 Cont #: CNTR-1621 Cont Type: PLUMBING-GAS Cont Co.: PEOPLES GAS SYSTEM INC Cont Addr: 2700 SW 2 AVENUE Conditions: , 05-0036 Install Fire Alarm Sys.	Finaled	01/01/2000	01/01/2000
05-1380	Building Permit	Job Name: APARTMENtS, CaMELOt Constr. Type: ReCertify BaCkflow Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: , 05-1380 ReCertify BaCkflow	Finaled	01/01/2000	01/01/2000
05-1381	Building Permit	Job Name: APARTMENtS, CaMELOt Constr. Type: ReCertify BaCkflow Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: , 05-1381 ReCertify BaCkflow	Finaled	01/01/2000	01/01/2000

PERMIT #		DESCRIPTION		ISSUED	EXPIRATION
05-1382	Building Permit	Job Name: APARTMENtS, CaMELOt Constr. Type: ReCertify BaCkflow Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: , 05-1382 ReCertify BaCkflow	Finaled	01/01/2000	01/01/2000
05-1631	Building Permit	Job Name: APARTMENtS, CaMELOt Constr. Type: ReplaCe Main Pipe and Fittings Appl Type: Contractor: Company: BOB SMITH PLUMBING 20 SW 5TH STREET POMPANO BEACH FL 33060 Voice#: 954-946-7751 Cont #: CNTR-457 Cont Type: Roofing Cont Co.: A-TECH ROOFING COMPANY Cont Addr: 4120 NE 15 Terrace Conditions: , 05-1631 ReplaCe Main Pipe and Fittings	Finaled	01/01/2000	01/01/2000
03-1588	Building Permit	Job Name: APTS, CAMELOT Constr. Type: B/F Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Conditions: , 03-1588 B/F	Finaled	01/01/2000	01/01/2000
03-1589	Building Permit	Job Name: APTS, CAMELOT Constr. Type: B/F Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: , 03-1589 B/F	Finaled	01/01/2000	01/01/2000
03-1590	Building Permit	Job Name: APTS, CAMELOT Constr. Type: B/F Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: , 03-1590 B/F	Finaled	01/01/2000	01/01/2000
03-1759	Building Permit	Job Name: WEST APT, CAMELOT Constr. Type: REPLACE 36 WINDOWS & 4 DOORS Appl Type: Contractor: Company: VICO WINDOWS 4190 NE 6 AVE OAKLAND PARK FL 33334 Voice#: 954-563-5686 Conditions: , 03-1759 REPLACE 36 WINDOWS & 4 DOORS	Finaled	01/01/2000	01/01/2000

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WILTON POINTE APARTMENTS LLC
102 NE 2ND ST # 922
BOCA RATON FL 33432-3908

Reference	CO WELLINGTON NOV 23-001945
USPS #	9407111898765415244778
USPS Mail Class	Certified with Electronic Delivery Confirmation
USPS Status	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
USPS History	In Transit to Next Facility, 06/20/2023 In Transit to Next Facility, 06/19/2023 In Transit to Next Facility, 06/18/2023 Arrived at USPS Regional Facility, June 17, 2023, 12:08 am, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, June 16, 2023, 10:53 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 06/15/2023, 2:49 pm, FORT LAUDERDALE, FL 33305

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POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

CODE COMPLIANCE UNIT
OFFICE OF THE SPECIAL MAGISTRATE

CITY OF WILTON MANORS
Petitioner, CASE #: 23-001945

Vs.

WILTON POINTE APARTMENTS LLC
102 NE 2 ST #922
BOCA RATON, FL 33432
Respondent

****NOTICE OF HEARING****

Date: September 17, 2023
You are hereby summoned to appear before the City of Wilton Manors Special Magistrate on **October 4, 2023 @ 2:00 p.m. in the City of Wilton Manors Commission Chambers, 2020 Wilton Drive,Wilton Manors, Florida.**

The purpose of this Hearing is for the Special Magistrate to make "Findings of Fact" and "Conclusion of Law" relating to the violation(s) specified in the previously issued Notice of Violation and to issue an appropriate Order for the property located at **2625 North ANDREWS Avenue, WILTON MANORS, FL 33311** . If a violation is found, the Order may require you to correct the violation(s) by a specified date. In addition, the Order may impose a daily fine of up to **$250.00** per day if the Order is not complied with or a daily fine of up to **$500.00** per day for each day the same violation(s) is or has been repeated after being brought into compliance, even if the repeated violation(s) is/are again in compliance prior to the Hearing, plus fines to cover the costs incurred by the City in the prosecution of this matter. Additionally, a fine of up to **$5,000.00** per violation may be imposed if the Special Magistrate finds the violation to be irreparable or irreversible in nature.

You should be aware that the Special Magistrate will hear the case regardless of whether or not the alleged violation(s) is/are corrected prior to the Hearing.

You have the right to be represented by an attorney and to respond and present evidence and witnesses at the Hearing. **If you wish to be represented by an attorney, your attorney MUST notify the Special Magistrate's Clerk, Kim Holinko in writing at least seven working days before the Hearing. She may be contacted at 954-390-2151 or kholinko@wmpd.org.**
If you decide to appeal any decision made by the Special Magistrate, you will need a record of the proceedings. In the case of an appeal, you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Kim Holinko
kholinko@wmpd.org

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WILTON POINTE APARTMENTS LLC
102 NE 2ND ST # 922
BOCA RATON FL 33432-3908

Reference	CCO HOLINKO NOH 23-1945 10-4-23
USPS #	9414811898765413770179
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
USPS History	In Transit to Next Facility, 09/23/2023 In Transit to Next Facility, 09/22/2023 In Transit to Next Facility, 09/21/2023 Arrived at USPS Regional Facility, September 20, 2023, 10:55 am, WEST PALM BEACH FL DISTRIBUTION CENTER Arrived at USPS Regional Facility, September 19, 2023, 11:27 pm, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, September 19, 2023, 10:12 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 09/17/2023, 1:47 pm, FORT LAUDERDALE, FL 33305

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POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SPECIAL MAGISTRATE FINAL ORDER

CITY OF WILTON MANORS
Petitioner
vs.
WILTON POINTE APARTMENTS LLC
Respondent

IN RE: Case No. 23-001945

Hearing Date: October 4, 2023
Violation(s): Sec. 060-010(B) Building Permit,

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. At the subject hearing the PETITIONER City entered into the record evidence of proper notice to the RESPONDENT thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing.

The record indicates that the RESPONDENT owns the real property located at: **2625 North ANDREWS Avenue, WILTON MANORS, FL 33311** and more particularly described as follows: **Folio No.:494227000221**

SEE EXHIBIT "A" LEGAL DESCRIPTION

Based upon the statements made by the RESPONDENT and/or the evidence and testimony submitted by the PETITIONER, the RESPONDENT is hereby found to be:

☒ **In Violation** ☐ **Dismissed** ☐ **Continued to:** _____ at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

-FINES / FEES-

ADMINISTRATIVE COSTS: $ 200.00 TOTAL AMOUNT DUE: $ _____

FINE AMOUNT: $ _____ PAYMENT DUE DATE: 11/6/23

-TIME / PENALTY-

And the RESPONDENT is given until 12/13/23 to remedy the violation. Failure to do so will result in a **per diem fine** of TWO HUNDRED FIFTY DOLLARS ($ 250.00) for each day the RESPONDENT'S property remains in violation beyond the date set for compliance. This matter is scheduled for a certification hearing on 3/6/24 at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

WITNESSES: ☐ **HOLINKO** ☐ **MOORE** ☐ **STOUT** ☒ **WELLINGTON** ☐ **ALBERRO** AND: _____

EVIDENCE PRESENTED: ☒ **Proof of Service** ☐ **BCPA** ☒ **Photos** Other _____

Failure to correct the violation and pay the accrued fines / fees by date required may result in the execution of a NOTICE OF LIEN which may be recorded in the public records of Broward County, Florida, thereafter constituting a lien on the real or personal property of the RESPONDENT as provided by law.

****

Done and Ordered this 4th day of OCTOBER, 2023 CITY OF WILTON MANORS, FLORIDA

_____ _____
Clerk to the Hearing Officer HEARING OFFICER

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this **October 4, 2023** by Thomas J. Ansbro or Theresa Edwards, Hearing Officer and Kim Holinko, Clerk to the Hearing Officer, who are personally known to me or who have produced _____ as identification.

_____ Notary Public

_____ My Commission Expires

_____ Serial Number, if any

FAITH LOMBARDO
Notary Public - State of Florida
Commission # HH 198428
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

City of Wilton Manors Police Department
2020 WILTON DR
WILTON MANORS FL 33305-2122

$7.18 US POSTAGE
FIRST-CLASS
Oct 07 2023
Mailed from ZIP 33305
1 OZ FIRST-CLASS MAIL LETTER RATE
11923275

stamps endicia

062S0001442142

USPS CERTIFIED MAIL

9414 8118 9876 5492 5495 43

WILTON POINTE APARTMENTS LLC
102 NE 2ND ST # 922
BOCA RATON FL 33432-3908

Reference	CCO HOLINKO FO 23-1945 10-4-23
USPS #	9414811898765492549543
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
USPS History	In Transit to Next Facility, 10/15/2023 In Transit to Next Facility, 10/14/2023 In Transit to Next Facility, 10/13/2023 Arrived at USPS Regional Facility, October 12, 2023, 12:01 pm, WEST PALM BEACH FL DISTRIBUTION CENTER Arrived at USPS Regional Facility, October 11, 2023, 9:58 pm, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, October 11, 2023, 8:43 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 10/07/2023, 3:24 pm, FORT LAUDERDALE, FL 33305

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Date Verified: 12/06/2023 00:10:20 (UTC)

POLICE

WILTON MANORS

CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

Record & Return to:

Wilton Manors Police Department
Code Compliance Unit
ATTN: Rachelle Malaczewski
2020 Wilton Drive
Wilton Manors, FL 33305-2122

CITY OF WILTON MANORS
Petitioner
vs.
WILTON POINTE APARTMENTS LLC
Respondent

RE: Case No. 23-001945

ORDER IMPOSING FINE AND LIEN

THIS CAUSE FIRST CAME, by administrative Hearing, before the undersigned Special Magistrate of the City of Wilton Manors, Florida on **October 04, 2023**, after due notice to the Respondent, at which time the Special Magistrate heard testimony under oath, received evidence, determined findings of fact and conclusions of law and thereupon issued a Final Order. The Final Order found the Respondent to be in violation of Wilton Manors Code of Ordinances Section(s): **Sec. 060-010(B) Building Permit - Required Permit Approvals - building permit**. The subject violation occurred at the RESPONDENTS' real property located at **2625 North ANDREWS Avenue** , within the City of Wilton Manors and more particularly described as follows:

Folio # - 494227000221
Legal Description - 27-49-42 N 200 OF S1/2 OF SE1/4 OF SE1/4 OF NW1/4 LYING W OF N ANDREWS AVE LESS W 25 & LESS N 175 OF W 75 AS PER OR 32785/28

Said Final Order required the Respondent to take corrective action to remedy the violation by a set compliance date. Under oath the Code Officer testified to the Special Magistrate on **March 06, 2024**, that the required corrective action **had /had not** taken place by the compliance date set out in the Final Order in this case and that in fact the RESPONDENT'S property is in **violation/compliance**. The Code Enforcement Officer further testified that the RESPONDENT **paid/failed** to pay the Administrative costs imposed by the Final Order. In determining the amount of the fine, the Special Magistrate has considered all factors set forth in §162.09(b), Fla. Stat.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. A daily fine in the amount of $ is hereby imposed, commencing on _____. The property complied on _____. The property has been in violation for 52 days x's $ 13,000.00 per day totals, $ 200 + $ Administrative Costs totaling $13,200.00 to be certified. The fine shall continue to accrue until compliance has been met.

2. The fine set out above shall, pursuant to Chapter 162 Florida Statutes, constitute a lien against the real property on which the violation exists and upon any other real or personal property of the RESPONDENT and the PETITIONER City may record a true copy of this order in the Public Records of Broward County, Florida.

3. After three (3) months from filing this lien, if it remains unpaid, the City Attorney may, subject to City Commission approval, foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

DONE AND ORDERED on **March 06, 2024**

CITY OF WILTON MANORS, FLORIDA

_____
Special Magistrate

_____
Special Magistrate Clerk

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this 6 day of March, 2024 by Theresa Edwards or Andre Mckenney, Special Magistrate and Rachelle Malaczewski, Clerk to the Special Magistrate respectively, who are personally known to me or have produced _____ as identification SWORN TO AND SUBSCRIBED BEFORE ME this 6 day of March, 2024

_____
Notary Public

_____
My Commission Expires

_____
Serial Number, If any

KIMBERLY HOLINKO
Notary Public - State of Florida
Commission # HH 430341
My Comm. Expires Aug 7, 2027
Bonded through National Notary Assn.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent by Regular U.S. Mail and Certified/Return Receipt this 6 day of March, 2024

to the RESPONDENT.

_____
Special Magistrate Clerk, Rachelle Malaczewski

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SPECIAL MAGISTRATE FINAL ORDER

CITY OF WILTON MANORS
Petitioner
vs.
WILTON POINTE APARTMENTS LLC
Respondent

IN RE: Case No. 23-001945

Hearing Date: October 4, 2023
Violation(s): Sec. 060-010(B) Building Permit.

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. At the subject hearing the PETITIONER City entered into the record evidence of proper notice to the RESPONDENT thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing.

The record indicates that the RESPONDENT owns the real property located at: 2625 North ANDREWS Avenue, WILTON MANORS, FL 33311 and more particularly described as follows: **Folio No.:**494227000221

SEE EXHIBIT "A" LEGAL DESCRIPTION

Based upon the statements made by the RESPONDENT and/or the evidence and testimony submitted by the PETITIONER, the RESPONDENT is hereby found to be:

X **In Violation** **Dismissed** **Continued to:** _____ at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

-FINES / FEES-

ADMINISTRATIVE COSTS: $ 200.00 TOTAL AMOUNT DUE: $ _____

FINE AMOUNT: $ _____ PAYMENT DUE DATE: 11/6/23

-TIME / PENALTY-

And the RESPONDENT is given until 12/13/23 to remedy the violation. Failure to do so will result in a **per diem fine** of TWO HUNDRED FIFTY DOLLARS ($ 250.00) for each day the RESPONDENT'S property remains in violation beyond the date set for compliance. This matter is scheduled for a certification hearing on 3/6/24 at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

WITNESSES: **HOLINKO** **MOORE** **STOUT** X **WELLINGTON** **ALBERRO** AND: _____

EVIDENCE PRESENTED: X **Proof of Service** **BCPA** X **Photos** Other _____

Failure to correct the violation and pay the accrued fines / fees by date required may result in the execution of a NOTICE OF LIEN which may be recorded in the public records of Broward County, Florida, thereafter constituting a lien on the real or personal property of the RESPONDENT as provided by law.

Done and Ordered this 4th day of OCTOBER, 2023 CITY OF WILTON MANORS, FLORIDA

_____ Theresa Edwards
Clerk to the Hearing Officer HEARING OFFICER

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this **October 4, 2023** by Thomas J. Ansbro or Theresa Edwards, Hearing Officer and Kim Holinko, Clerk to the Hearing Officer, who are personally known to me or who have produced _____ as identification.

Faith Lombardo
_____ Notary Public

_____ My Commission Expires

_____ Serial Number, if any

FAITH LOMBARDO
Notary Public - State of Florida
Commission # HH 198428
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

POLICE

WILTON MANORS

CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

Record & Return to:

Wilton Manors Police Department
Code Compliance Unit
ATTN: Rachelle Malaczewski
2020 Wilton Drive
Wilton Manors, FL 33305-2122

CITY OF WILTON MANORS
COUNTY OF BROWARD
STATE OF FLORIDA

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Order Imposing Fine & Lien Case 23-001945

WITNESS my hand and official seal in the City of Wilton Manors, Broward County, Florida, this 12 day of March 2024

City Clerk

CITY OF WILTON MANORS
Petitioner
vs.
WILTON POINTE APARTMENTS LLC
Respondent

RE: Case No. 23-001945

ORDER IMPOSING FINE AND LIEN

THIS CAUSE FIRST CAME, by administrative Hearing, before the undersigned Special Magistrate of the City of Wilton Manors, Florida on **October 04, 2023**, after due notice to the Respondent, at which time the Special Magistrate heard testimony under oath, received evidence, determined findings of fact and conclusions of law and thereupon issued a Final Order. The Final Order found the Respondent to be in violation of Wilton Manors Code of Ordinances Section(s): **Sec. 060-010(B) Building Permit - Required Permit Approvals - building permit**. The subject violation occurred at the RESPONDENTS' real property located at **2625 North ANDREWS Avenue** , within the City of Wilton Manors and more particularly described as follows:

Folio # - 494227000221
Legal Description - 27-49-42 N 200 OF S1/2 OF SE1/4 OF SE1/4 OF NW1/4 LYING W OF N ANDREWS AVE LESS W 25 & LESS N 175 OF W 75 AS PER OR 32785/28

Said Final Order required the Respondent to take corrective action to remedy the violation by a set compliance date. Under oath the Code Officer testified to the Special Magistrate on **March 06, 2024**, that the required corrective action **had /had not** taken place by the compliance date set out in the Final Order in this case and that in fact the RESPONDENT'S property is in **violation/compliance**. The Code Enforcement Officer further testified that the RESPONDENT **paid/failed** to pay the Administrative costs imposed by the Final Order. In determining the amount of the fine, the Special Magistrate has considered all factors set forth in §162.09(b), Fla. Stat.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. A daily fine in the amount of $ is hereby imposed, commencing on _____. The property complied on _____. The property has been in violation for 52 days x's $ 13,000.00 per day totals, $ 200 + $ Administrative Costs totaling $13,200.00 to be certified. The fine shall continue to accrue until compliance has been met.

2. The fine set out above shall, pursuant to Chapter 162 Florida Statutes, constitute a lien against the real property on which the violation exists and upon any other real or personal property of the RESPONDENT and the PETITIONER City may record a true copy of this order in the Public Records of Broward County, Florida.

3. After three (3) months from filing this lien, if it remains unpaid, the City Attorney may, subject to City Commission approval, foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

DONE AND ORDERED on **March 06, 2024**

CITY OF WILTON MANORS, FLORIDA

_____
Special Magistrate

_____
Special Magistrate Clerk

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this 6 day of March, 2024 by Theresa Edwards or Andre Mckenney, Special Magistrate and Rachelle Malaczewski, Clerk to the Special Magistrate respectively, who are personally known to me or have produced _____ as identification SWORN TO AND SUBSCRIBED BEFORE ME this 6 day of March, 2024

_____
Notary Public

My Commission Expires:

Serial Number, If any

KIMBERLY HOLINKO
Notary Public - State of Florida
Commission # HH 430341
My Comm. Expires Aug 7, 2027
Bonded through National Notary Assn.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent by Regular U.S. Mail and Certified/Return Receipt this 6 day of March, 2024

to the RESPONDENT.

_____
Special Magistrate Clerk, Rachelle Malaczewski

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE. WILTON MANORS. FL 33305

SPECIAL MAGISTRATE FINAL ORDER

CITY OF WILTON MANORS
Petitioner
vs.
WILTON POINTE APARTMENTS LLC
Respondent

IN RE: Case No. 23-001945

Hearing Date: October 4, 2023
Violation(s): Sec. 060-010(B) Building Permit.

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. At the subject hearing the PETITIONER City entered into the record evidence of proper notice to the RESPONDENT thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing.

The record indicates that the RESPONDENT owns the real property located at: 2625 North ANDREWS Avenue, WILTON MANORS, FL 33311 and more particularly described as follows: **Folio No.:** 494227000221

SEE EXHIBIT "A" LEGAL DESCRIPTION

Based upon the statements made by the RESPONDENT and/or the evidence and testimony submitted by the PETITIONER, the RESPONDENT is hereby found to be:

X **In Violation** **Dismissed** **Continued to:** _____ at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

-FINES / FEES-

ADMINISTRATIVE COSTS: $ 200.00 TOTAL AMOUNT DUE: $ _____

FINE AMOUNT: $ _____ PAYMENT DUE DATE: 11/6/23

-TIME / PENALTY-

And the RESPONDENT is given until 12/13/23 to remedy the violation. Failure to do so will result in a **per diem fine of** TWO HUNDRED FIFTY DOLLARS ($ 250.00) for each day the RESPONDENT'S property remains in violation beyond the date set for compliance. This matter is scheduled for a certification hearing on 3/6/24 at **2:00 p.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

WITNESSES: **HOLINKO** **MOORE** **STOUT** X **WELLINGTON** **ALBERRO** AND: _____

EVIDENCE PRESENTED: X **Proof of Service** **BCPA** X **Photos** Other _____

Failure to correct the violation and pay the accrued fines / fees by date required may result in the execution of a NOTICE OF LIEN which may be recorded in the public records of Broward County, Florida, thereafter constituting a lien on the real or personal property of the RESPONDENT as provided by law.

****

Done and Ordered this 4th day of OCTOBER, 2023 CITY OF WILTON MANORS, FLORIDA

_____ Clerk to the Hearing Officer

Theresa Edwards HEARING OFFICER

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this **October 4, 2023** by Thomas J. Ansbro or Theresa Edwards, Hearing Officer and Kim Holinko, Clerk to the Hearing Officer, who are personally known to me or who have produced _____ as identification.

Faith Lombardo Notary Public

_____ My Commission Expires

_____ Serial Number, if any

FAITH LOMBARDO
Notary Public - State of Florida
Commission # HH 198428
My Comm. Expires Jan 7, 2026
Bonded through National Notary Assn.

Electronic Delivery Confirmation™

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City of Wilton Manors Police Department
2020 WILTON DR
WILTON MANORS FL 33305-2122

$7.36 US POSTAGE
FIRST-CLASS
Mar 08 2024
Mailed from ZIP 33305
1 OZ FIRST-CLASS MAIL LETTER RATE
11923275

stamps endicia
062S0010282495

USPS CERTIFIED MAIL

9414 8118 9876 5407 1431 25

WILTON POINTE APARTMENTS LLC
102 NE 2ND ST # 922
BOCA RATON FL 33432-3908

Reference	RM FO 23 1945 3-6-24
USPS #	9414811898765407143125
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
USPS History	In Transit to Next Facility, 03/13/2024 In Transit to Next Facility, 03/12/2024 In Transit to Next Facility, 03/11/2024 Arrived at USPS Regional Facility, March 10, 2024, 12:01 pm, WEST PALM BEACH FL DISTRIBUTION CENTER Arrived at USPS Regional Facility, March 9, 2024, 10:21 pm, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, March 9, 2024, 9:06 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 03/08/2024, 12:16 pm, FORT LAUDERDALE, FL 33305

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Date Verified: 05/07/2024 00:15:44 (UTC)

APPLICATION FOR REDUCTION OF LIEN(S)

Date: 06/17/2024 Case #: 23-001945

Applicant Name: Vinod Kulhari

Title: Manager

Relationship to the Property Managing Member

I am the owner of the property or I have submitted the appropriate documentation or Notice of Appearance to the City stating that I am authorized to bring this application on behalf of the owner as Owner
(Attorney, Personal Representative of the Estate, Director of the Corporation, Trustee, etc.)

Address: 1779 N University Dr, suite 203, Pembroke Pines, FL 33024

Phone number(s): 954-658-6690

E-Mail: Vkuilhari@brickstonerealty.net

Property address with lien(s): 2625 N Andrews Avenue, Wilton Manor, FL 33311

Property address of all property owned by the Applicant within the City of Wilton Manors:

;

2604 NW 3rd Avenue, Unit 134, Wilton Manors, FL 33311.

List all Banks involved: LUMENT/ Fannie Mae Fixed Rate Loan

Legal Representation (if applicable):

Name Phone number

Address:

E-Mail:

§2-25. Lien Reduction Procedures.
The following criteria must be complied with prior to a lien reduction hearing before the Special Magistrate:

A signed application for lien reduction from any order imposing a fine or lien by a Special Magistrate must be filed with the Code Compliance unit. The City will process an application for lien reduction provided the subject code case is in compliance, and no other code violations exist on the subject property or any other property within the City owned by the violator. The City will prepare a written analysis of the lien reduction factors to be considered by the Special Magistrate and supplement the record with such written analysis.

The application must include:

- Name, address, and signature of the applicant.
- If represented by an attorney, the name and address of the attorney must also be given; and the attorney must either file a notice of appearance or must sign the application.
- Address, or brief legal description, or both, of the property on which the violation occurred.
- Address, or brief legal description, or both, of all real property owned by the applicant located in the City of Wilton Manors.
- A non-refundable application fee of two hundred dollars ($200.00) with a non-refundable fee of fifty dollars ($50.00) for each additional lien recorded against the property. The application fees may hereafter be amended by resolution of the City Commission.
- A brief explanation of the reduction sought, along with all relevant and supporting documentation and evidence.
- If the lien reduction request is based upon financial inability, a financial affidavit must be filed with supplemental information that shall include bank account statements for at least six (6) months, and federal income tax returns and supporting documents for the last three (3) years.
- If the lien amount exceeds the equity in the subject property, written documentation to support this contention must be provided. Such information shall include a current appraisal or Broward County Property Appraiser's latest valuation.
- Reduction under this Section is strictly discretionary by the Special Magistrate. The application shall include a waiver of the right, if any, to seek judicial review of the Special Magistrate's discretionary decision whether or not to reduce the lien.

- The applicant shall have thirty (30) days from receipt of notice from the City to comply with the outstanding issues. Should the applicant fail to do so, the application will be deemed withdrawn, and should the applicant desire to again request a mitigation of a code compliance lien, a new application will need to be filed, including payment of the required application fee(s).

- Any reduction granted shall be contingent upon payment within sixty (60) days of the order. The Special Magistrate may grant additional time to remit payment to the City and such additional time must be specified in the order. Failure to remit payment to the City by the date ordered shall cause the original fine to be reinstated.

A party requesting a lien reduction must submit a complete lien reduction application to the Code Compliance Department upon receiving verification that all conditions are complied with as stated in § 2-25. The Code Compliance Administrator or designee will process the application and determine that all required criteria have been complied with under § 2-25. If the Applicant does not qualify for a hearing under § 2-25, the party will be notified in writing of the reasons. If the reduction application is complete, the case will be placed on the next available Special Magistrate Hearing. The appealing party will be notified in writing of the scheduled date of the hearing at least five (5) days prior to the hearing date. A party receiving a lien reduction, shall, in addition to any reduced lien amount, pay to the city an amount determined by the Special Magistrate to be reasonably related to the city's administrative costs of enforcing the City Code and collecting the lien amount.

All applicants may appeal the Special Magistrate's decision to the City Commission. The applicant's notice of appeal must be provided to the City in writing within ten (10) days of the date of the order. The appealing party will be notified in writing of the scheduled date of the hearing at least five (5) days prior to the hearing date. A party receiving a lien reduction, shall, in addition to any reduced lien amount, pay to the City an amount determined by the City Commission to be reasonably related to the City's administrative costs of enforcing the City code and collecting the lien amount. The City Commission may affirm, reverse, or modify the Special Magistrate's order. The application fee, if any, to appeal the matter to the City Commission may be established by resolution of the City Commission.

APPEAL OF LIEN REDUCTION FROM SPECIAL MAGISTRATE TO THE CITY COMMISSION IS $375.00.

☐ **ONLY CHECK THIS BOX IF THIS REQUEST IS FOR AN APPEAL TO THE CITY COMMISSION**

☑ I certify the above listed property is in compliance with the ordinances of the City of Wilton Manors and there are no outstanding code violations.

☑ I certify that I have read and understand the above listed regulations and I have complied with all applicable mandates prior to submitting this application.

Signature _____ Date 6/18/24

After complying with the above listed requirements, return this completed form and applicable payment to the Wilton Manors Police Department Code Compliance Unit at 2020 Wilton Drive, Wilton Manors, Florida 33305. Make checks payable to the City of Wilton Manors. You will be contacted in order to schedule a hearing date so this matter can be presented to our Special Magistrate. Should you have any questions regarding this procedure please contact our Code Compliance Unit at 954-390-2151, or codecompliance@wmpd.org.

WILTON MANORS POLICE DEPARTMENT

CODE COMPLIANCE UNIT

Gary Blocker
Chief of Police

Life's Just Better Here

2020 WILTON DRIVE WILTON MANORS • CODECOMPLIANCE @WMPD.ORG • 954-390-2151

DATE: 6/17/2024

LIEN REDUCTION REQUEST QUESTIONNAIRE

INSTRUCTIONS: Please complete this form in its entirety. If a question does not apply to this request indicate so with "N/A". You must sign and date the form. If you have any questions please contact 954-390-2151/2157.

1. What is the address of the property where the lien exists? 2625 N Andrews Ave, Wilton Manor, FL 33311
2. Who is the current property owner? Vinod Kulhari
3. Who is requesting the lien reduction *(title, name, company name)?* Vinod Kulhari
4. What is your relationship to the property owner? Owner
5. Is/Has this property been the focus of any foreclosure proceedings? ☐ Yes ■ No. If yes, what was/is the date of foreclosure?
   27-49-42 N 200 OF S1/2 OF SE1/4 OF SE1/4 OF NW1/4 LYING W OF N ANDREWS AVE LESS W 25 & LESS N 175 OF W 75 AS PER OR 32785/28
6. What banks are involved in these foreclosure proceedings or any other proceedings involving this property and/or lien reduction request?
7. Is this property currently listed "For Sale"? ☐ Yes ■ No. If yes, who is the listing real estate agent and real estate company?
8. If you answered "yes" to #7, what is the listing price?
9. If you answered "yes" to #7, is there currently a pending sale contract? ☐ Yes ☐ No. If yes, what is the closing date?
10. Have all outstanding debts to include but not limited to utility liens, property maintenance fees, Special Magistrate administrative fees and any applicable taxes been satisfied? ☐ Yes ☐ No. If no, what remains to be satisfied?
11. What is the brief background regarding the circumstances of the code violation and the reason for this lien reduction request?
    There was broken water heater in apartment 212 we hired sam jolly to install a new water heater and he applied for the permits the permit took a months to get approved by the city
12. Has the violation(s) been complied? ■ Yes ☐ No.
13. Are there any other outstanding violations at the property? ☐ Yes ■ No. If yes, what violation(s) currently exists at the property?
    LUMENT/ Fannie Mae Fixed Rate Loan
14. Is this property currently registered pursuant to the City's vacant/abandoned property registration program (Ordinance Section 13-91(g))? ☐ Yes ■ No. If no, please inquire with our Code Compliance Unit to assist you with identifying whether or not this property is required to be registered.
15. Address, or brief legal description, or both, of all real property owned by the applicant located in the City of Wilton Manors?
    2604 NW 3rd Avenue, Unit 134, Wilton Manors, FL 33311
16. If the lien reduction request is based upon financial inability, a financial affidavit must be filed with supplemental information that shall include bank account statements for at least six (6) months, and federal income tax returns and supporting documents for the last three (3) years. *(Affidavit is attached to this packet)*

6/18/24
Signature/Date

Vinod Kulhari
Print Name

RETURN VIA:
Email: codecompliance@wmpd.org
Phone: (954) 390-2151/2157
Mail: Wilton Manors Police Department
Code Compliance Unit
2020 Wilton Drive
Wilton Manors, FL 33305

@wiltonmanorspd @wmpd411 Nextdoor Saferwatch



Step 1: Select Payments Step 2: Review and Submit Step 3: Confirmation and Receipt

Step 3: Confirmation and Receipt

Result: Payment Authorized
Confirmation Number: 157834163

Your payment has been authorized successfully and payment will be processed.

The City of Wilton Manors thanks you for your payment. For questions about your account, please call 954-390-2100 Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

My Bills

Description	Amount
19. Other Fee - give detailed description payment of $200.00 on Acct Number and or Description lien Reduction 23-001945	$200.00

Subtotal:	$200.00
Convenience Fee:	$5.50
Total Payment:	**$205.50**

Customer Information

First Name: vinod
Last Name: Kulhari
Address Line 1: 1779 N University drive
Address Line 2: suite 203
City: PEMBROKE PINES
State: Florida
Zip Code: 33024
Phone Number: 9546586690
Email Address: kelvin@brickstonerealty.net

Payment Information

Payment Date: 06/18/2024
Card Type: American Express
Card Number: **********000

Print Finished

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

CODE COMPLIANCE UNIT
OFFICE OF THE SPECIAL MAGISTRATE

CITY OF WILTON MANORS
Petitioner, CASE #: 23-001945

Vs.

WILTON POINTE APARTMENTS LLC
102 NE 2 ST #922
BOCA RATON, FL 33432
Respondent

****NOTICE OF HEARING****

Date: June 25, 2024
You are hereby summoned to appear before the City of Wilton Manors Special Magistrate on **July 10, 2024 @ 2:00 p.m. in the City of Wilton Manors Commission Chambers, 2020 Wilton Drive,Wilton Manors, Florida.**

The purpose of the Hearing to consider a lien reduction at your request. The Respondent has complied with the Final Order of the Special Magistrate issued on OCTOBER 4, 2023, for the property located at 2625 N ANDREWS AVE, WILTON MANORS, FL 33311.

You have the right to be represented by an attorney and to respond and present evidence and witnesses at the Hearing. **If you wish to be represented by an attorney, your attorney MUST notify the Special Magistrate Clerk, Rachelle Malaczewski in writing at least seven working days before the Hearing. She can be contacted at 954-390-2151 or rmalaczewski@wmpd.org.**
If you decide to appeal any decision made by the Special Magistrate, you will need a record of the proceedings. In the case of an appeal, you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Kim Holinko
kholinko@wmpd.org

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

City of Wilton Manors Police Department
2020 WILTON DR
WILTON MANORS FL 33305-2122

$7.36 US POSTAGE
FIRST-CLASS
Jun 25 2024
Mailed from ZIP 33305
1 OZ FIRST-CLASS MAIL LETTER RATE
11923275

stamps endicia

062S0011485644

USPS CERTIFIED MAIL

9414 8118 9876 5467 1831 92

WILTON POINTE APARTMENTS LLC
102 NE 2ND ST # 922
BOCA RATON FL 33432-3908

Reference	CCO HOLINKO NOH 23-1945 7-10-24
USPS #	9414811898765467183192
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
USPS History	In Transit to Next Facility, 06/30/2024 In Transit to Next Facility, 06/29/2024 In Transit to Next Facility, 06/28/2024 Arrived at USPS Regional Facility, June 27, 2024, 3:39 am, WEST PALM BEACH FL DISTRIBUTION CENTER Arrived at USPS Regional Facility, June 26, 2024, 10:10 pm, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, June 26, 2024, 8:55 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 06/25/2024, 9:06 am, FORT LAUDERDALE, FL 33305

Electronic Delivery Confirmation Report © 2024 Certified Mail Envelopes, Inc. All rights reserved.
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Date Verified: 08/24/2024 00:12:37 (UTC)

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SPECIAL MAGISTRATE FINAL ORDER
LIEN REDUCTION

CITY OF WILTON MANORS
Petitioner
vs.
WILTON POINTE APARTMENTS LLC
Respondent

Case No: 23-001945

Hearing Date: July 10, 2024
Violation(s): Sec. 060-010(B) Building Permit,Required Permit Approvals - building permit, .

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. Proper notice of this hearing was provided to **Respondent** by the **Petitioner** City pursuant to the lien reduction application, thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing. The record indicates that the **Respondent** owns/resides at real property located at: **2625 North ANDREWS Avenue, WILTON MANORS, FL 33311** , and more particularly described as follows: Folio No.: **494227000221**, SEE EXHIBIT "A" LEGAL DESCRIPTION.

Based upon the:

1. Nature and gravity of the violation;
2. Any actions taken by the owner to correct the violation;
3. The length of time between the ordered compliance date and the date the violation was eliminated:
4. Any actual costs expended by the owner to cure the violation as provided by supporting documentation, including payment of City licensing or permit fees;
5. Any other prior or current violations committed by the owner on the subject property or upon any other property owned by the owner within the City;
6. Repeat violations committed by the same owner regardless of whether they are on the same property;
7. Costs incurred by the City to abate the violation and prosecute the case, including administrative and overhead expenditures;
8. Evidence presented at the hearing and statements made by the **Respondent**;
9. The **Respondent's** Lien Reduction Application; and;
10. The evidence and testimony submitted by the **Petitioner**;

Pursuant to §2-25 of the City Code, the **Respondent's** lien reduction request is hereby:

☒ **GRANTED, as good cause to reduced the fine is found:**

☐ **DENIED:**

☐ **Continued to:**_____ **at 9:00 a.m. at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305**

The original fine $ 13,000.00 is hereby reduced to $ 10,209.00 as the subject property ☐ is owner occupied, or ☐ is not owner occupied. The reduced amount is inclusive of all City incurred costs and expenses. If this box is checked, ☐ , the Special Magistrate hereby finds that the Respondent is experiencing an extreme hardship pursuant §2-25 of the City code.

The reduced amount is contingent on full payment within (60) days from the date of this order. If this box is checked, ☒, the Special Magistrate specifically found that additional time to pay was warranted and the reduced amount must be paid no later than 10/8/24. If the reduced amount is not paid in full by the date provided by this order, the original fine amount shall be automatically reinstated.

Applicant may appeal this Order to the City Commission by filing a written notice of appeal within ten (10) days of the date of this order. Applicant will be notified in writing of the scheduled date of the hearing at least five (5) days prior to the hearing date. Applicant shall, in addition to any reduced lien amount, pay to the City an amount determined by the City Commission to be reasonably related to the City's administrative costs of enforcing the City code and collecting the lien amount, included but not limited to attorneys fees. Please submit your appeal to AAlberro@wmpd.org and rmalaczewski@wmpd.org

Done and Ordered this 10 day of July, 2024

CITY OF WILTON MANORS, FLORIDA

Clerk to the Special Magistrate

SPECIAL MAGISTRATE

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 10th day of July, 2024 by Theresa Edwards or Andre McKenney and Rachelle Malaczewski, Special Magistrate and Clerk to the Special Magistrate respectively, who are personally known to me or have produced _____ as identification

SWORN TO AND SUBSCRIBED BEFORE ME this 10th day of July, 2024

Notary Public

My Commission Expires:

Serial Number, If any:

KIMBERLY HOLINKO
Notary Public - State of Florida
Commission # HH 430341
My Comm. Expires Aug 7, 2027
Bonded through National Notary Assn.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent by Regular U.S. Mail and Certified/Return Receipt this 10 day of July, 2024 to the RESPONDENT.

Special Magistrate Clerk, Rachelle Malaczewski

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

City of Wilton Manors Police Department
2020 WILTON DR
WILTON MANORS FL 33305-2122

$7.36 US POSTAGE
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Jul 11 2024
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stamps endicia
062S0010937442

USPS CERTIFIED MAIL

9414 8118 9876 5466 8963 76

WILTON POINTE APARTMENTS LLC
102 NE 2ND ST # 922
BOCA RATON FL 33432-3908

Reference	CCO ENNIS FO 23-1945 7-10-24
USPS #	9414811898765466896376
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to an individual at the address at 7:50 am on July 15, 2024 in BOCA RATON, FL 33432.
USPS History	Arrived at USPS Regional Facility, July 13, 2024, 9:53 pm, WEST PALM BEACH FL DISTRIBUTION CENTER In Transit to Next Facility, 07/13/2024 Arrived at USPS Regional Facility, July 12, 2024, 9:56 pm, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, July 12, 2024, 8:41 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 07/11/2024, 2:27 pm, FORT LAUDERDALE, FL 33305

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Report Design Copyright 2024 Certified Mail Envelopes, Inc. www.Certified-Mail-Labels.com www.Certified-Mail-Envelopes.com
Date Verified: 07/16/2024 06:29:50 (UTC)

UNITED STATES POSTAL SERVICE

July 16, 2024

Dear Reference CCO ENNIS FO 23 1945 7 10 24:

The following is in response to your request for proof of delivery on your item with the tracking number: **9414 8118 9876 5466 8963 76**.

Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	July 15, 2024, 7:50 am
Location:	BOCA RATON, FL 33432
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic
Recipient Name:	WILTON POINTE APARTMENTS LLC

Recipient Signature

Signature of Recipient:



Address of Recipient:

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

Property Id: 494227000221 **Please see map disclaimer



January 30, 2026

1:1,200

0 55 110 220 ft

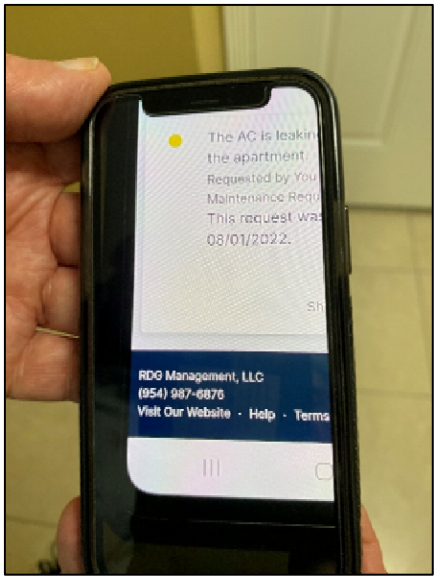
0 15 30 60 m

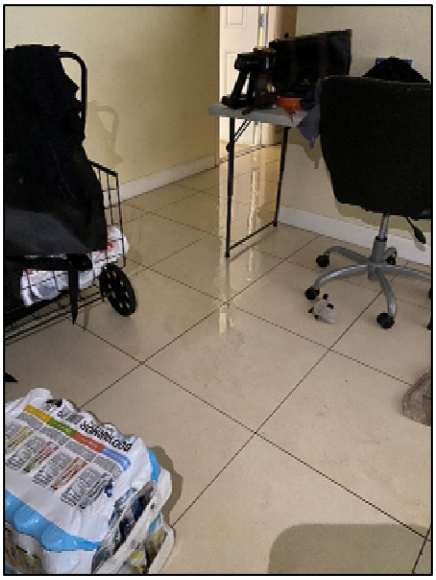
Flight Date : Jan 4, 2025 Broward County Property Appraiser

Code Case #23-001945

Initial Violation Photos – Taken June 15, 2023 by CCO Nadia Taylor-Wellington





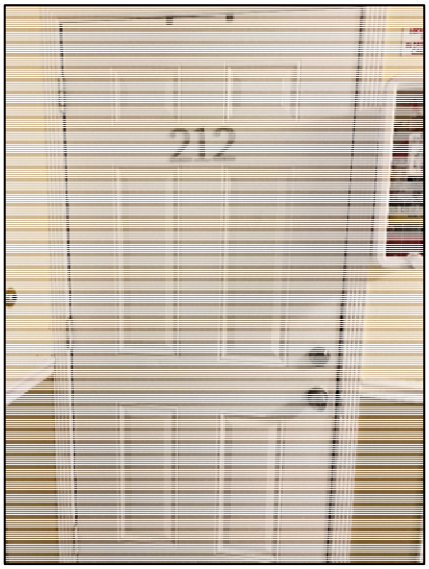


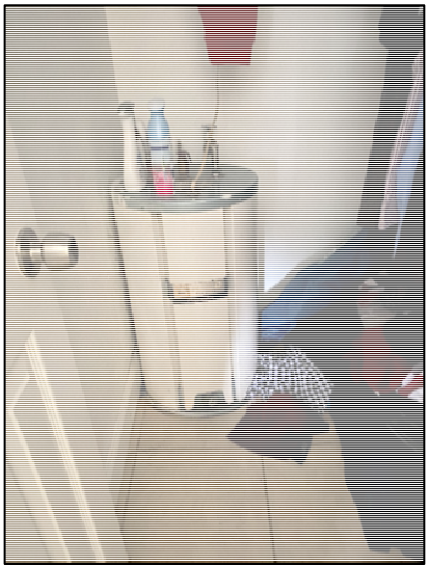




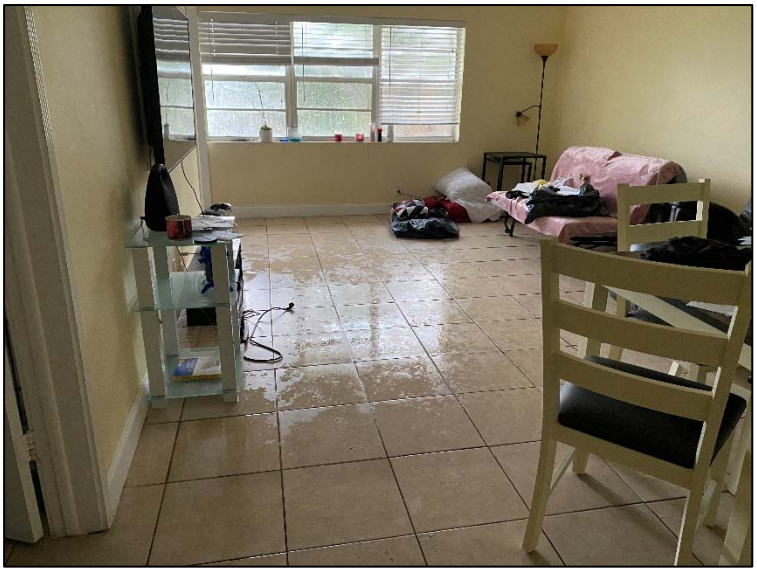





212







Posting – Notice of Violation – Taken Jue 15, 2023 by CCO Nadia Taylor-Wellington



Posting – Notice of Hearing – Taken September 19, 2023 by CCO Nadia Taylor-Wellington



Posting – Final Order – Taken October 10, 2023 by CCO Nadia Taylor-Wellington



Posting – Order Imposing Fine and Lien – Taken March 11, 2024 by CCO Maria Roque



Posting – Lien Reduction Final Order – Taken July 16, 2024 by CCO Maria Roque



Instr# 117042267 , Page 1 of 4, Recorded 02/08/2021 at 02:19 PM
Broward County Commission
Deed Doc Stamps: $77000.00

Prepared by:
ALAN J. MARCUS, Esq.
20803 Biscayne Boulevard Suite 301
Aventura, FL 33180
and return to:
Wilton Pointe Apartments, LLC
102 NE 2nd Street. #922
Boca Raton, FL 33432

Folio: 494227000221

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 5th day of February, 2021 between **TAMUZ-CAMELOT 2625, LLC**, a Florida limited liability company whose post office address is **20815 NE 16th AVE Suite# B-41 MIAMI, FL 33179** of the County of **Dade**, State of **Florida**, grantor*, and **WILTON POINTE APARTMENTS, LLC, a Florida limited liability company** whose post office address is **102 NE 2ND STREET. #922 BOCA RATON, FL 33432** of the County of **Palm Beach**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County, Florida**, to-wit:

See attached Exhibit A

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming through Grantor and no other; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020 and the Permitted Exceptions attached hereto as **Exhibit B.**

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

DoubleTime®

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name

TAMUZ-CAMELOT 2625, LLC
a Florida limited liability company

Witness Name

By: _____
Ronen Dagan, Manager

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization this 4 day of February, 2021 by Ronen Dagan, the manager of TAMUZ-CAMELOT 2625, LLC, a Florida limited liability company, on behalf of the company. He [X] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

ALAN J. MARCUS
MY COMMISSION EXPIRES
DECEMBER 10, 2022
#GG 283022
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit A

Legal Description

THE NORTH 200.00 FEET OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE- QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4} OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 27, TOWNSHIP 49 SOUTH. RANGE 42 EAST, LYING WEST OF NORTH ANDREWS AVENUE, LESS THE WEST 25 FEET THEREOF AND LESS THE NORTH 175 FEED OF THE WEST 75 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE NORTH 200.00 FEET OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4), OF THE SOUTHEAST ONE-QUARTER (SE

1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 27, TOWNSHIP 49

SOUTH, RANGE 42 EAST, LYING WEST OF NORTH ANDREWS AVENUE AND LESS THE WEST 25 FEET THEREOF, SAID LAND SITUATE, LYING AND BEING WITHIN BROWARD COUNTY, FLORIDA.

Exhibit B

Permitted Exceptions

a. building restrictions and zoning regulations previously or hereafter adopted by any municipal or other public authority relating to the Property;
b. real property taxes for the year of Closing (if such taxes are not yet due and payable) and subsequent years;
c. the Leases;
d. Easement in favor of Florida Power & Light Company recorded in Official Records Book 14722, Page 795.



Detail by Entity Name

Florida Limited Liability Company
WILTON POINTE APARTMENTS, LLC

Filing Information

Document Number	L20000391249
FEI/EIN Number	86-1197065
Date Filed	12/15/2020
State	FL
Status	ACTIVE

Principal Address

102 NE 2ND ST.
#922
BOCA RATON, FL 33432

Mailing Address

102 NE 2ND ST.
#922
BOCA RATON, FL 33432

Registered Agent Name & Address

Registered Agents Inc
7901 4th St N STE 300
St. Petersburg, FL 33702

Name Changed: 03/31/2025

Address Changed: 03/31/2025

Authorized Person(s) Detail

Name & Address

Title MGR

Hassebroek, Paul
102 NE 2ND ST.
#922
BOCA RATON, FL 33432

Annual Reports

Report Year	Filed Date

2024	05/01/2024
2025	03/31/2025
2026	01/14/2026

Document Images

01/14/2026 -- ANNUAL REPORT	View image in PDF format
03/31/2025 -- ANNUAL REPORT	View image in PDF format
05/01/2024 -- ANNUAL REPORT	View image in PDF format
04/25/2023 -- ANNUAL REPORT	View image in PDF format
03/22/2022 -- ANNUAL REPORT	View image in PDF format
04/30/2021 -- ANNUAL REPORT	View image in PDF format
12/15/2020 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

2026 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Jan 14, 2026
Secretary of State
4975156073CC

DOCUMENT# L20000391249

Entity Name: WILTON POINTE APARTMENTS, LLC

Current Principal Place of Business:

102 NE 2ND ST.
#922
BOCA RATON, FL 33432

Current Mailing Address:

102 NE 2ND ST.
#922
BOCA RATON, FL 33432

FEI Number: 86-1197065

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

REGISTERED AGENTS INC
7901 4TH ST N STE 300
ST. PETERSBURG, FL 33702 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: DAVID ROBERTS 01/14/2026

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	HASSEBROEK, PAUL
Address	102 NE 2ND ST. #922
City-State-Zip:	BOCA RATON FL 33432

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PAUL HASSEBROEK MANAGER 01/14/2026

Electronic Signature of Signing Authorized Person(s) Detail — Date



Property Address	2604-2647 N ANDREWS AVENUE, WILTON MANORS FL 33311
Property Owner	WILTON POINTE APARTMENTS LLC
Mailing Address	102 NE 2 ST #922 BOCA RATON FL 33432

ID #	4942 27 00 0221
Millage	0912
Use	03-01

Abbr Legal Description	27-49-42 N 200 OF S1/2 OF SE1/4 OF SE1/4 OF NW1/4 LYING W OF N ANDREWS AVE LESS W 25 & LESS N 175 OF W 75 AS PER OR 32785/28

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2026 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2026*	$800,940	$9,326,970	$10,127,910	$10,127,910	
2025	$800,940	$9,326,970	$10,127,910	$10,127,910	$232,606.03
2024	$800,940	$9,326,970	$10,127,910	$10,127,910	$232,859.53

2026* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$10,127,910	$10,127,910	$10,127,910	$10,127,910
Portability	0	0	0	0
Assessed/SOH	$10,127,910	$10,127,910	$10,127,910	$10,127,910
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$10,127,910	$10,127,910	$10,127,910	$10,127,910

Sales History

Date	Type	Price	Book/Page or CIN
2/4/2021	SWD-Q	$11,000,000	117042267
6/26/2018	QCD-T	$100	115191629
5/19/2015	SWD-Q	$6,000,000	113022950
3/12/2012	SWD-Q	$4,725,000	48577 / 1225
4/1/1987	WD	$2,222,500	14347 / 214

Land Calculations

Price	Factor	Type
$8.00	100,118	SF
Adj. Bldg. S.F. (Card, Sketch)		55206
Units		66
Eff./Act. Year Built: 1976/1966		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
09								
S								
55206								

TO: Note to File

FROM: Izabella Mesa, Code Administrative

DATE: January 27, 2026

REFERENCE: Quality Assurance Review – Lien Foreclosure - Case 24-002444

QUALITY ASSURANCE REVIEW - LIEN FORECLOSURE

Case #: 24-002444 **Case opened on:** September 9, 2024 **Code Officer:** Nadia Taylor-Wellington

Owner Name: Wilton Pointe Apartments LLC
Property Address: 2625 – 2647 N. Andrews Avenue, Wilton Manors, FL 33311

Violations		
Section	**Title**	**Description**
Sec. 045-110(E)(8)	Maintenance	
Sec. 060-010(B)	Building Permit	Required Permit Approvals - building permit.
Sec. 13-2	Prohibition of litter, untended vegetation, weeds, grass, hard junk and sanitary nuisances.	Landscape maintenance.
Sec. 13-4 (a)(7)	Stairs, porches and railings	Stairs, porches and railings.
Sec. 13-4 (b)(2)	Ground surface hazards.	Ground surface hazards.
Sec. 13-4 (b)(5)	Parking areas - Potholes	Parking areas - Potholes
Sec. 13-4(b)(7)	Curbing and wheel stops	Curbing and wheel stops
Sec. 5-58(E)	Minimum Housing Standards – General Requirements (Broward County Code)	Minimum Standards - General Requirements
Sec. 5-61	Minimum Housing Standards – Responsibilities	Responsibilities
Notice of Violation (Initial)		
Certified Mail Sent		September 11, 2024
Certified Mail Delivered		September 19, 2024
Certified Mail Signature		☒ Yes ☐ No
Posted on Property		September 16, 2024
Special Magistrate		
☒ In Violation ☐ No Violation		November 6, 2024
Property Representative Present		☒ Yes ☐ No
Property Representative Name(s)/Relation		Property Manager Calvin Ramsiskan
Final Order		
Certified Mail Sent		November 8, 2024
Certified Mail Delivered		Still in Transit
Certified Mail Signature		☐ Yes ☒ No
Posted on Property		November 9, 2024

Order Imposing Fine and Lien	
Certified Mail Sent	March 10, 2025
Certified Mail Delivered	Still in Transit
Certified Mail Signature	☐ Yes ☒ No
Posted on Property	March 11, 2025
Fines Assessed / ($) per day	
$250.00 Fine Start Date	February 5, 2025
Certification Date	March 5, 2025
Lien Filed w/ County	March 10, 2025
Compliance Date	None as of 1.27.26
Days in Violation	357
Administrative Fee Paid ($225.00)	☐ Yes ☒ No
Total Lien (As of 1.27.26)	$89,475.00

Section	Title	Description	Current Status
Sec. 045-110(E)(8)	Maintenance		Not Complied
Sec. 060-010(B)	Building Permit	Required Permit Approvals - building permit.	Not Complied
Sec. 13-2	Prohibition of litter, untended vegetation, weeds, grass, hard junk and sanitary nuisances.	Landscape maintenance.	Complied
Sec. 13-4 (a)(7)	Stairs, porches and railings	Stairs, porches and railings.	Complied
Sec. 13-4 (b)(2)	Ground surface hazards.	Ground surface hazards.	Complied
Sec. 13-4 (b)(5)	Parking areas - Potholes	Parking areas - Potholes	Complied
Sec. 13-4(b)(7)	Curbing and wheel stops	Curbing and wheel stops	Complied
Sec. 5-58(E)	Minimum Housing Standards – General Requirements (Broward County Code)	Minimum Standards - General Requirements	Not Complied
Sec. 5-61	Minimum Housing Standards – Responsibilities	Responsibilities	Not Complied

PERMITTING HISTORY

Permitting – WILTON POINTE APARTMENTS LLC (Property Owner)		
Section	**Title**	**Status**
WM25-001045	Re-Roof	Denied
WM25-001046	Re-Roof	Denied
WM25-001047	Re-Roof	Denied
WM25-000963	Building Permit	Denied
WM24-001765	Asphalt/Pavers Permit	Finaled
WM23-001506	Plumbing Permit	Finaled

WM21-001344	Plumbing Permit	Finaled
WM22-000749	Signs	Finaled

FILE SUMMARY REPORT
January 23, 2026

FILE INFORMATION

File #:	24-002444	**Address:**	2625-2647 North Andrews Avenue
Status:	Lien Foreclosure - Staff	**Parcel #:**	494227000221
Open Date:	09/09/2024	**Description:**	FAILURE TO ADHERE TO ALL CITY'S APPLICABLE PERMITS AND INSPECTIONS, PROPERTY MAINTENANCE AND MINIMUM HOUSING STANDARDS ORDINANCES.
Close Date:		**Owner Name:**	Wilton Pointe Apartments LCC
Type:	Code Compliance	**Owner Address:**	102 NE 2 St 922 Boca Raton, FL 33432

CONTACTS

CONTACT	ASSOCIATION	CONTACTTYPE	ADDRESS	PHONE
Abrams Law Firm, P.A. Ryan Abrams		Citizen	Company Address: 888 SE 3rd Ave suite 400 Fort Lauderdale fl 33316 Home Address: 888 SE 3rd ave, suite 400 Fort Lauderdale FL 33316	Mobile: (305) 775-5958
Abrams Law Firm, P.A. Bethany Goode		Citizen		Work: (954) 332-2358

INSPECTIONS

TYPE	INSPECTION DATE	INSPECTOR	DESCRIPTION	STATUS
Inspection	09/09/2024	Nadia Taylor-Wellington	ON 9/05/24 I CONDUCTED AN INSPECTION OF THE PROPERTY IN RESPONSE TO A COMPLAINT MADE BY A TENANT (MS TAMEIKA CHEVALIER APT # 130 - TAMEIKA.CHEVALIER@GMAIL.COM) REGARDING CEILING FROM PREVIOUS UNIT (224) FALLING ON TOP OF HER. SHE WAS SUBSEQUENTLY MOVED TO HER NEW UNIT; HOWEVER, SHE CONTINUES TO EXPERIENCE ISSUES WITH MOLD IN THE NEW UNIT AS WAS THE OLD UNIT (224). SHE HAS SUPPLIED PICTURES AND SHE HAS BEEN SENT AN AFFIDAVIT OF COMPLAINT TO ADD TO THE CASE. UPON MY INSPECTION I HAVE ALSO NOTED ARES OF PROPERTY MAINTENANCE VIOLATIONS FOR WHICH THIS PROPERTY HAS BEEN CITED FOR IN THE PAST. A NOTICE OF VIOLATION WILL BE ISSUED FOR POTHOLES, STAIRS IN DISREPAIR, MOLD CONDITIONS, CEILING IN DISREPAIR AND POSSIBLY WORK WITHOUT PERMIT FOR THE CEILING IN UNIT 224.	
Re-Inspection	10/16/2024	Nadia Taylor-Wellington	After speaking with chief building official Claudio Grande, I will remove the work without permits portion of this violation as a result of his inspection at the property. All other violations remain. Property is not in compliance.	
Re-Inspection	10/30/2024	Nadia Taylor-Wellington	ON THIS DATE I INSPECTED PROPERTY ALONG WITH PROPERTY MANOAGER. WE INSPECTED THE UNIT OF THE EX-COMPLAINANT AS WELL AS THE BUILDING AND GOUNDS. REPAIRS ARE IN PROGRESS FOR THE STAIRWELLS, DISCOLORED AND CRACKED WALLS, AS WELL AS PLANS IN PLACE TO RESURFACE AND RESTRIPE-PARKING LOT BEFORE THE END OF THE YEAR 2024. HE MENTIONS THAT AN EXTERMINATOR COMPANY HAS BEEN CONTRACTED TO SERVICE THE PROPERTY AND A REPORT WOULD BE EMAILED TO ME. I OBSERVED HARD JUNK PLACED	

			BESIDE THE DUMPSTER AREA; HOWEVER HE STATED THAT A SCHEDULED PICK-UP WAS IN PLACE TO REMOVE ITEMS. PROPERTY IS NOT IN COMPLIANCE, AND THEY WILL ATTEND HEARING TO REQUEST ADDITIONAL TIME TO COME INTO COMPLIANCE. PHOTOS HAVE BEEN TAKEN AND UPLOADED FOR EVIDENCE.
Re-Inspection	04/03/2025	Nadia Taylor-Wellington	On April 2, I RECIEVED communications from property manager that parking lot inspections were completed and that they were ready for a reinspection. I reinspected property on this date and found that parking Lot was completely resealed and restriped as well as garbage enclosures were repaired and free of litter and debris. All other violations were previously noted as complied. Photos taken and uploaded.
Re-Inspection	06/17/2025	Abel Alberro	After going through the mold analyses report I came to the conclusion that the case will not be in compliance due to the fact that the report was done for the hallways and such report will not be accepted unless there is an entire report of all units in the parcel. Case still running fines. Remediation has to be completed as well.

ACTIVITIES

TYPE	ACTIVITY DATE	ASSIGNED TO	DESCRIPTION	STATUS
Notice of Violation with Summons	09/09/2024	Nadia Taylor-Wellington		
Contact - Resident/Tenant	09/09/2024	Nadia Taylor-Wellington	ON THIS DATE I RECEIVED AN EMAIL RESPONSE WITH A LINK TO THE AFFIDAVIT OF COMPLAINT. I AM NOT ABLE TO PRINT AND OR SAVE DOCUMENT, HOWEVER THE ONLINE LINK FOR THE DOCUMENT IS IN THE EMAIL BELOW. "Do not reply to it, click any links, or open any attachments unless you recognize the sender's email address as legitimate and know the content is safe. If you have any concerns, call the Help Desk at Ext: 1234. https://pdf.ac/1d4Fap"	
Posting Properties	09/10/2024	Nadia Taylor-Wellington	NOV POSTING	
Mail Sent - NOV With Summons	09/11/2024	Nadia Taylor-Wellington	Label # 9414811898765484582992 WILTON POINTE APPARTMENTS LLC 102 NE 2 ST 922 BOCA RATON, FL 33432	
Special Magistrate Hearing	11/06/2024	Nadia Taylor-Wellington	11/6/24 IN VIOLATION. GIVEN UNTIL 2/4/25 TO COMPLY, $225 ADMIN FEE DUE BY 12/6/24. fines to be certified 3/5/25	In Violation
Mail Sent - Final Order	11/08/2024	Rachelle Malaczewski	Label # 9414811898765481185356 WILTON POINTE APPARTMENTS LLC 102 NE 2 ST 922 BOCA RATON, FL 33432	
Posting Properties	11/09/2024	Levingstone Ennis	FINAL ORDER POSTING	
Contact - Property Owner/Manager	02/24/2025	Nadia Taylor-Wellington	ON THIS DATE THE CITY RECEIVED A MOLD REPORT FROM PROPERTY MANAGER MR. K. RAMKISSON FOR THE PROPERTY. COPY HAS BEEN UPLOADED TO CASE FILE. THE ONLY REMAINING VIOLATION TO BE CURED IS THE PARKING LOT FOR WHICH THE PROPERTY IS WAITING ON PERMIT APPROVALS FROM THE CITY. CASE IS SET TO BE CERTIFIED ON 3/5/25.	
Special Magistrate Hearing	03/05/2025	Nadia Taylor-Wellington	11/6/24 IN VIOLATION. GIVEN UNTIL 2/4/25 TO COMPLY, $225 ADMIN FEE DUE BY 12/6/24. FINES TO BE CERTIFIED 3/5/25	Certified
Mail Sent - Certification Order	03/10/2025	Rachelle Malaczewski	Label # 9414811898765451158816 WILTON POINTE APPARTMENTS LLC 102 NE 2 ST 922 BOCA RATON, FL 33432	
Posting Properties	03/11/2025	Maria Roque	Posted order to imposing fine and lien this morning at 10:17 am.	

Posting Properties	09/09/2025	Nadia Taylor-Wellington	Nov posting
Lien Foreclosure - Staff	01/23/2026	Izabella Mesa	On this day I completed my quality assurance review of this case file. The completed QAR was uploaded to the case file

VIOLATIONS

VIOLATION	STATUS	DATES	COMMENTS
Sec. 045-110(E)(8) Maintenance - Enclosure requirements - Maintenance	Open	Open Date: 09/09/2024 Close Date:	8) Maintenance. Approved enclosures shall be maintained in good condition and appearance at all times. Gates and latches shall be kept fully operable and shall be closed except during schedules collection periods. Enclosures and containers shall be cleaned periodically to prevent noxious odors and unsanitary conditions from occurring. Enclosure pads and access drives shall be repaired or rebuilt whenever the pavement structure deteriorates.
Sec. 13-2. - Prohibition of litter, untended vegetation, weeds, grass, hard junk and sanitary nuisances. - Landscape maintenance	Open	Open Date: 09/09/2024 Close Date:	1. REMOVE ALL HARD JUNK STORED IN DUMPSTER AREA AND DISCARD APPROPRIATELY
Sec. 13-4 (a)(7) - Stairs, porches and railings - Stairs, porches and railings	Open	Open Date: 09/09/2024 Close Date:	DETERIORATION OF STEPS: REPAIR
Sec. 13-4 (b)(5) - Parking areas - Potholes - Parking areas - Potholes	Open	Open Date: 09/09/2024 Close Date:	POTHOLES: REPAIR
Sec. 5-58 (E) MHS-General Requirements (Broward County Code) - Minimum Standards - General Requirements	Open	Open Date: 09/09/2024 Close Date:	
Sec. 060-010(B) Building Permit - Required Permit Approvals - building permit	Open	Open Date: 09/09/2024 Close Date:	WORK WITHOUT PERMITS. Obtain all applicable permits from the City, pass applicable inspections, and have the permit finalized and closed by the City. For permitting information contact the Community Development Services Department at (954) 390.2180.
Sec. 13-4 (b)(2) - Ground surface hazards. - Ground surface hazards.	Open	Open Date: 09/09/2024 Close Date:	POTHOLES/CRACKS THROUGHOUT PARKING LOT. RESURFACE PARKING LOT AFTER OBTAINING APPLICABLE PERMITS FROM THE CITY AND MAINTAIN ACCORDING TO CITY'S PROPERTY MANTENCE ORDINANCE.
Sec. 5-61 MHS-Responsibilities (Broward County Code) - Responsibilities	Open	Open Date: 09/10/2024 Close Date:	MOLD CONDITIONS: INVESTIGATE AND CURE ALL AREAS OF MOLD COMPLAINT IN ENTIRE PROPERTY AND SUPPLY CITY WITH PROOF OF MOLD INVESTIGATION. "Control and exterminate rodents, vermin and other pests." RODENT CONDITIONS: INVESTIGATE AND CURE ALL COMPLAINTS OF RODENTS THROUGHOUT THE ENTIRE PROPERTY. SUPPLY CITY WITH PROOF OF EXTERMINATION EFFORTS. ROACHES : CONDUCT EXTERMINATION THROUGHOUT ENTIRE PROPERTY AND SUPPLY CITY WITH PROOF OF EXTERMINATION.
Sec. 13-4 (b)(7) - Curbing and wheel stops - Curbing and wheel stops	Open	Open Date: 09/10/2024 Close Date:	WHEEL STOPS IN DISREPAIR : REPAIR
Sec. 13-4 (b)(7) - Curbing and wheel stops - Curbing and wheel stops	Open	Open Date: 09/11/2024 Close Date:	WHEEL STOP IN DISREPAIR: REPAIR ALL WHEEL STP IN DISREPAIR AND MAINTAIN ACCORDING TO CITY'S ORDINANCE.

DOCUMENTS

SOURCE	DOCUMENT NAME	DATE	CREATED BY

Case Photo	BCPA OWNERSHIP 2604-2647 N ANDREWS AVENUE.pdf	09/09/2024	Nadia Taylor-Wellington
Case Photo	IMG_1564.jpeg	09/09/2024	Nadia Taylor-Wellington
Case Photo	IMG_1563.jpeg	09/09/2024	Nadia Taylor-Wellington
Case Photo	IMG_1558.jpeg	09/09/2024	Nadia Taylor-Wellington
Case Photo	IMG_1561.jpeg	09/09/2024	Nadia Taylor-Wellington
Case Photo	IMG_1555.jpeg	09/09/2024	Nadia Taylor-Wellington
Case Photo	IMG_1554.jpeg	09/09/2024	Nadia Taylor-Wellington
Case Photo	IMG_1553.jpeg	09/09/2024	Nadia Taylor-Wellington
Case Photo	2625-2647 N ANDREWS UNIT 224 1.jpg	09/09/2024	Nadia Taylor-Wellington
Case Photo	2625-2647 N ANDREWS UNIT 224 2.jpg	09/09/2024	Nadia Taylor-Wellington
Case Photo	IMG_1590.jpeg	09/09/2024	Nadia Taylor-Wellington
Case Photo	IMG_1589.jpeg	09/09/2024	Nadia Taylor-Wellington
Case Photo	IMG_1588.jpeg	09/09/2024	Nadia Taylor-Wellington
Case Photo	IMG_1587.jpeg	09/09/2024	Nadia Taylor-Wellington
Case Photo	IMG_1586.jpeg	09/09/2024	Nadia Taylor-Wellington
Case Photo	IMG_1585.jpeg	09/09/2024	Nadia Taylor-Wellington
Case Photo	IMG_1584.jpeg	09/09/2024	Nadia Taylor-Wellington
Case Photo	IMG_1583.jpeg	09/09/2024	Nadia Taylor-Wellington
Case Photo	IMG_1621.jpeg	09/10/2024	Nadia Taylor-Wellington
Case Photo	IMG_1620.jpeg	09/10/2024	Nadia Taylor-Wellington
Case Photo	IMG_1622.jpeg	09/10/2024	Nadia Taylor-Wellington
Case Photo	IMG_1619.jpeg	09/10/2024	Nadia Taylor-Wellington
Merge document	Notice of Violation with Summons.htm	09/11/2024	Nadia Taylor-Wellington
Case Photo	IMG_1660.jpeg	09/16/2024	Nadia Taylor-Wellington
Case Photo	IMG_1661.jpeg	09/16/2024	Nadia Taylor-Wellington
Case Photo	2625-2647 N ANDREWS REINSPECTION 1.jpg	10/31/2024	Nadia Taylor-Wellington
Case Photo	2625-2647 N ANDREWS REINSPECTION 2.jpg	10/31/2024	Nadia Taylor-Wellington
Case Photo	2625-2647 N ANDREWS REINSPECTION 3.jpg	10/31/2024	Nadia Taylor-Wellington

Case Photo	2625-2647 N ANDREWS REINSPECTION 4.jpg	10/31/2024	Nadia Taylor-Wellington
Case Photo	2625-2647 N ANDREWS REINSPECTION 5.jpg	10/31/2024	Nadia Taylor-Wellington
Case Photo	2625-2647 N ANDREWS REINSPECTION 6.jpg	10/31/2024	Nadia Taylor-Wellington
Merge document	Final Order.htm	11/01/2024	Rachelle Malaczewski
Case Photo	2625 N ANDREWS PEST CONTROL ESTIMATE.pdf	11/04/2024	Nadia Taylor-Wellington
Case Photo	2625 N ANDREWS PKING LOT ESTIMATE.pdf	11/04/2024	Nadia Taylor-Wellington
USPS Proof of Delivery	USPS PROOF OF DELIVERY 9414811898765484582992 24 002444.pdf	11/04/2024	Nadia Taylor-Wellington
Online Document Upload	SIGNED FO 24 2444.pdf	11/07/2024	Rachelle Malaczewski
Case Photo	2625 N ANDREWS MOLD REPORT RESULTS.pdf	02/24/2025	Nadia Taylor-Wellington
Online Document Upload	RECORDED LIEN 24 2444.pdf	03/10/2025	Rachelle Malaczewski
Case Photo	image.jpg	03/11/2025	Maria Roque
Case Photo	IMG_3201.jpeg	04/03/2025	Nadia Taylor-Wellington
Case Photo	IMG_3200.jpeg	04/03/2025	Nadia Taylor-Wellington
Case Photo	IMG_3199.jpeg	04/03/2025	Nadia Taylor-Wellington
Case Photo	IMG_3198.jpeg	04/03/2025	Nadia Taylor-Wellington
Email	Code Violation Notice.htm	07/01/2025	Abel Alberro
Case Photo	IMG_2059.heic	12/11/2025	Levingstone Ennis
Case Photo	Quality Assurance Review - Lien Foreclosure (2625-2647 N. Andrews Avenue) (1).docx	01/23/2026	Izabella Mesa

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

NOTICE OF VIOLATION

DATE ISSUED: September 11, 2024

Wilton Pointe Apartments LCC
102 NE 2 St 922
Boca Raton, FL 33432

VIOLATION ADDRESS: 2625-2647 North Andrews Avenue, Wilton Manors, FL 33311
CASE #: 24-002444

In the name of the City of Wilton Manors, Florida, the undersigned certifies that City of Wilton Manors Police Officers and/or Code Compliance Officers have made inspections, or received an Affidavit of Complaint, regarding the above premises and/or personal property on the above date and has just and reasonable grounds to believe that you are in violation of a section of the City of Wilton Manors Code of Ordinances as follows:

DESCRIPTION OF VIOLATION(S): FAILURE TO ADHERE TO ALL CITY'S APPLICABLE PERMITS AND INSPECTIONS, PROPERTY MAINTENANCE AND MINIMUM HOUSING STANDARD ORDINANCES TO WIT:
1. OBTAIN PERMITS AND INSPECTIONS FOR ALL WORK INCLUDING BUT NOT LIMITED TO: CEILING REPAIR IN UNIT (224)
2. OBTAIN ALL APPLICABLE PERMITS FROM THE CITY, PASS APPLICABLE INSPECTIONS, AND HAVE THE PERMITS FINALIZED AND CLOSED BY THE CITY. FOR PERMITTING INFORMATION CONTACT THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT AT (954) 390.2180."
3.SEND PROOF OF PERMITS TO CODE AT: NTAYLOR-WELLINGTON@WMPD.ORG.
4. REPAIR POTHOLES THROUGHOUT PROPERTY. RESURFACE/RESRTIPE PARKING LOT.
5. HARD JUNK: REMOVE ALL HARD JUNK FROM ENTIRE PROPERTY NOT LIMITED TO AND INCLUDING DUMPSTER AREAS.
6. ENCLOSURES: KEEP ENCLOSURE AREAS FREE OF TRASH/DEBRIS AND SANITARY NUISANCE. ENSURE GATES REMAINED CLOSED EXCEPT FROM REGULARLY SCHEDULED PICK UP DAYS.
7. WHEEL STOP(S): REPAIR ALL WHEEL STOPS THROUGHOUT ENTIRE PROPERTY AND MAINTAIN ACCORDING TO CITY ORDINANCES.
8. MINIMUM HOUSING STANDARDS:
DETERIORATION OF DRYWALL IN HALLWAYS/UNITS: REPAIR ALL AREAS OF DETERIORATION (CRACKS, PEELING PAINT ETC).
* MOLD: INVESTIGATE AND CURE MOLD CONDITIONS INCLUDED BUT NOT LIMITED TO THE ENTIRE PROPERTY. SUPPLY CITY WITH PROOF OF MOLD INVESTIGATION BY PROPERTY OWNER.
* RODENT: INVESTIGATE AND CURE RHODENT CONDITIONS THROUGHOUT ENTIRE PROPERTY AND SUPPLY CITY WITH PROOF OF RHODENT INVESTIGATION BY PROPERTY TO OWNER.
* DETERIORATION OF STAIRS: REPAIR AND MAINTAIN ACCORDING TO THE CITY'S MINIMUM HOUSING STANDARD ORDINANCES.
* ROACHES: CONDUCT EXTERMINATION THROUGHOUT ENTIRE PROPERTY AND SUPPLY CITY

WITH PROOF OF EXTERMINATION.

DAYS TO COMPLY: 30 days from receipt of this Notice.

CASE #24-002444

Sec. 045-110(E)(8) Maintenance
The following enclosure requirements shall be met by all properties as described below.

(8) Maintenance. Approved enclosures shall be maintained in good condition and appearance at all times. Gates and latches shall be kept fully operable and shall be closed except during schedules collection periods. Enclosures and containers shall be cleaned periodically to prevent noxious odors and unsanitary conditions from occurring. Enclosure pads and access drives shall be repaired or rebuilt whenever the pavement structure deteriorates.

MEANS OF CORRECTION: 8) Maintenance. Approved enclosures shall be maintained in good condition and appearance at all times. Gates and latches shall be kept fully operable and shall be closed except during schedules collection periods. Enclosures and containers shall be cleaned periodically to prevent noxious odors and unsanitary conditions from occurring. Enclosure pads and access drives shall be repaired or rebuilt whenever the pavement structure deteriorates.

CASE #24-002444

Sec. 13-2. - Prohibition of litter, untended vegetation, weeds, grass, hard junk and sanitary nuisances.
Sec. 13-2. - Prohibition of litter, untended vegetation, weeds, grass, hard junk and sanitary nuisances.
(a) This Section shall be applicable to all persons having legal or beneficial ownership of or having possession or being in charge of or occupying any real property located in the City, as tenant or otherwise, whether vacant or occupied, improved or unimproved.
(b) The owners, resident, tenant, or other person having possession or being in charge of or occupying any real property within the City shall keep such property and the adjoining portions of the public right-of-way, swales, alley, water's edge and canal banks clean and free from any sanitary nuisance. The following conditions existing, permitted, maintained, kept, or caused shall constitute prima facie evidence of maintaining a sanitary nuisance.
(1) The creation, maintenance, or causing of any condition capable of breeding flies, mosquitoes or other arthropods capable of transmitting diseases, directly or indirectly, to humans.
(2) Untreated or improperly treated human waste, garbage, offal, dead animals, or dangerous waste materials from manufacturing processes harmful to human or animal life and air pollutants, gases, and noxious odors which are harmful to human or animal life.
(3) The keeping of diseased animals dangerous to human health.
(4) Unsafe buildings and structures as defined by Section 116 of the Florida Building Code, as may be amended from time to time.
(5) Swimming pools which are not maintained and/or are lacking safety barriers as required by Chapter 5 of this Code and Section 045-060 of the Unified Land Development Regulations.
(6) Any other condition determined to be a sanitary nuisance as defined in F.S. § 386.01.
(c) The owners, resident, tenant, or other person having possession or being in charge of or occupying any real property within the City shall keep such property, and the adjoining paved or unpaved portions of the public right-of-way, swales, alley, water's edge and canal banks clean, and free from any accumulation of garbage, litter or trash.
(d) The owners, resident, tenant or other person having possession or being in charge of or occupying any real property within the City shall not permit hard junk to be stored, maintained or otherwise kept on any real property in the City.

MEANS OF CORRECTION: 1. REMOVE ALL HARD JUNK STORED IN DUMPSTER AREA AND

DISCARD APPROPRIATELY

CASE #24-002444

Sec. 13-4 (a)(7) - Stairs, porches and railings
Sec. 13-4 (a)(7) - Building maintenance standards.
(a) Exterior building condition. The exterior of buildings and structures shall be maintained by the owner, operator or occupant in good repair in order to facilitate public safety and so their appearance will not constitute a blighting factor.
(7) Stairs, porches and railings. The stairs, porches and railings affixed to the exterior of every structure shall be kept in good repair and structurally sound. Protective railings shall be required on any unenclosed structure over thirty (30) inches above the ground level or any steps containing four (4) risers or more. There shall be no deterioration of said stairs, porches and railings.

MEANS OF CORRECTION: DETERIORATION OF STEPS: REPAIR

CASE #24-002444

Sec. 13-4 (b)(5) - Parking areas - Potholes
Sec. 13-4 (b)(5) - Building maintenance standard
(b) Exterior property maintenance regulations. The exterior of the property and any auxiliary structures thereon shall be kept free of all nuisances and hazards to the safety of the occupant, pedestrians and other persons utilizing the property and free of deterioration and any of the foregoing shall be promptly removed and abated by the owner, operator or occupant. It shall be the duty of the owner, operator or occupant to keep the property free of hazards and unsafe and unsightly conditions which include but are not limited to:
(5) Parking areas. All paved areas reserved for parking and driving of motor vehicles, including aprons, must be seal coated, not faded, in a smooth condition, free from ruts, potholes loose aggregate and deterioration.

MEANS OF CORRECTION: POTHOLES: REPAIR

CASE #24-002444

Sec. 5-58 (E) MHS- General Requirements
Minimum standards for space; light and ventilation, basic facilities, equipment, and for maintenance.
(E) General requirements for all dwellings, dwelling units, hotels, hotel units, rooming houses and rooming units.
(1) Foundations, floors, walls, ceilings, roofs, windows, doors and all other building parts shall be structurally sound, weather tight and watertight and rodent proof and shall be kept in good repair. All roof surfaces shall be watertight. Where water is permitted to stand on a roof for cooling purposes, the roof must be designed for that purpose and proper precautionary measures taken to prevent breeding of mosquitoes and other similar insects. Gutters and downspouts, where in existence, shall be maintained in a good state of repair.
(2) Inside and outside stairways, porches, balconies, hallways, corridors and all appurtenances thereto shall be maintained in a safe condition and capable of supporting the loads set forth in the Florida Building Code and other regulatory codes of Broward County or the State of Florida. No stair riser shall exceed eight (8) inches and no stair tread shall be less than nine (9) inches. Protective railings or handrails shall be required on any unenclosed structure over three (3) feet from the ground level and on every interior or exterior stair or stairwell of more than four (4) risers, and shall be located in accordance with the requirements of the Florida Building Code.
(3) All parts and areas subject to deterioration shall be properly maintained and suitably protected from the elements.
(4) Chimneys, smoke pipes, flues and ventilating pipes and ducts shall be maintained in a safe, properly

operating condition.
(5) Every plumbing fixture, water pipe, drain, waste pipe, and gas pipe shall be maintained in a sanitary and good working condition, free from defects, leaks and obstructions.
(6) All electrical wiring and accessories shall be maintained in a safe and good working condition.
(7) All accessory structures including fences, garden walls and other similar enclosures shall be kept clean and maintained in reasonably good repair, free from infestations.
(8) Exterior premises shall be kept free from excessive growth of weeds, grass and other flora. The term "excessive" shall be interpreted as a condition, the existence of which could be detrimental to the health, safety and welfare of the occupants of the premises or to the public.

MEANS OF CORRECTION:

CASE #24-002444

Sec. 060-010(B) Building Permit
(B) Building permit, site improvement permit. Generally required for development pertaining to buildings, structures and infrastructure. Building permits are required pursuant to the Florida Building Code. The building or site improvement permit and certificate of occupancy represent the last point in the development review process. All other approvals, permits and certificates required by this Article must be applied for and obtained before an application for such permits may be considered for approval by the City. Applications for building permits shall be consistent with all previous approvals, including but not limited to, the site plan, plat, and conditional use approvals. No development shall occur until and unless the Department has issued a building or site improvement permit for that development.

MEANS OF CORRECTION: WORK WITHOUT PERMITS. Obtain all applicable permits from the City, pass applicable inspections, and have the permit finalized and closed by the City. For permitting information contact the Community Development Services Department at (954) 390.2180.

CASE #24-002444

Sec. 13-4 (b)(2) - Ground surface hazards.
Sec. 13-4 (b)(2) - Building maintenance standard
(b) Exterior property maintenance regulations. The exterior of the property and any auxiliary structures thereon shall be kept free of all nuisances and hazards to the safety of the occupant, pedestrians and other persons utilizing the property and free of deterioration and any of the foregoing shall be promptly removed and abated by the owner, operator or occupant. It shall be the duty of the owner, operator or occupant to keep the property free of hazards and unsafe and unsightly conditions which include but are not limited to:
(2) Ground surface hazards. Holes, excavations, breaks, projections, obstructions and excretion of pets on paths, driveways, parking lots and other parts of the property which are accessible to the public shall not be permitted. Holes and excavations shall be filled and repaired, walks replaced and conditions removed where necessary to eliminate hazards or unsanitary conditions with reasonable dispatch upon their discovery.

MEANS OF CORRECTION: POTHOLES/CRACKS THROUGHOUT PARKING LOT. RESURFACE PARKING LOT AFTER OBTAINING APPLICABLE PERMITS FROM THE CITY AND MAINTAIN ACCORDING TO CITY'S PROPERTY MANTENCE ORDINANCE.

CASE #24-002444

Sec. 5-61 MHS-Responsibilities
Responsibilities of owners, operators and occupants.
(a) The owner shall not occupy, nor permit another to occupy, nor let to another for occupancy a dwelling unit,

hotel unit or rooming unit that is not clean, sanitary, safe and fit for human habitation as required by the standards established hereunder, and other regulatory codes of Broward County or the State of Florida.
(b) Unless otherwise agreed in writing between the owner and the occupant, every occupant of a dwelling or dwelling unit shall:
(1) Keep in a clean and sanitary condition that part of the dwelling or dwelling unit he occupies or controls, including all equipment, sanitary facilities, yards, courts, driveways, lawns and shrubbery;
(2) Dispose of rubbish, garbage, lawn and shrubbery cuttings, leaves and other waste materials as provided by law or ordinance. All garbage shall be placed in proper disposal facilities or storage containers as required hereunder;
(3) Exterminate and control rodents, vermin and other pests within the dwelling or dwelling unit he occupies or controls;
(4) Not allow animals or pets to be kept in any dwelling or dwelling unit or on any premises in such a manner so as to create an unsanitary condition or a nuisance.
(c) The owner, his agent or operator of a dwelling or dwelling unit shall jointly and severally:
(1) Maintain, in a clean and sanitary condition, the shared or public areas of a dwelling containing more than one dwelling unit. Shared or public areas shall include yards, courts, driveways, lawns and shrubbery;
(2) Maintain the exterior premises so as to prevent the accumulation of stagnant water thereon;
(3) Control and exterminate rodents, vermin and other pests in all public or shared areas, and in adjacent areas when infestation of said areas is caused by the failure of the owner, his agent or operator to control and exterminate said rodents, vermin and other pests.
(d) The owner, his agent or operator of a hotel or rooming house shall jointly and severally:
(1) Maintain the premises and all equipment, furnishings, walls, floors, ceilings and other building parts in a safe and sanitary condition;
(2) Maintain all yards, courts, driveways, lawns and shrubbery in a safe, clean and orderly condition;
(3) Provide shades, draperies or other devices or materials to cover all windows so as to afford privacy to the occupants of the hotel or rooming unit;
(4) Permit no cooking in any hotel unit or rooming unit;
(5) Promptly dispose of all garbage, rubbish and trash through the use of approved mechanical equipment or by placing same in approved containers;
(6) Control and exterminate rodents, vermin and other pests;
(7) Not permit the use of any cellar or basement space as a habitable room;
(8) Maintain the exterior premises so as to prevent the accumulation of stagnant water thereon;
(9) Not allow animals or pets to be kept in any unit or on the premises in such a manner so as to create an unsanitary condition or a nuisance.

MEANS OF CORRECTION: MOLD CONDITIONS: INVESTIGATE AND CURE ALL AREAS OF MOLD COMPLAINT IN ENTIRE PROPERTY AND SUPPLY CITY WITH PROOF OF MOLD INVESTIGATION.

"Control and exterminate rodents, vermin and other pests."
RODENT CONDITIONS: INVESTIGATE AND CURE ALL COMPLAINTS OF RODENTS THROUGHOUT THE ENTIRE PROPERTY. SUPPLY CITY WITH PROOF OF EXTERMINATION EFFORTS.
ROACHES : CONDUCT EXTERMINATION THROUGHOUT ENTIRE PROPERTY AND SUPPLY CITY WITH PROOF OF EXTERMINATION.

CASE #24-002444

Sec. 13-4 (b)(7) - Curbing and wheel stops
Sec. 13-4 (b)(7) - Building maintenance standard
(b) Exterior property maintenance regulations. The exterior of the property and any auxiliary structures thereon shall be kept free of all nuisances and hazards to the safety of the occupant, pedestrians and other persons utilizing the property and free of deterioration and any of the foregoing shall be promptly removed and abated by the owner, operator or occupant. It shall be the duty of the owner, operator or occupant to keep the property free of hazards and unsafe and unsightly conditions which include but are not limited to:

(7) Curbing and wheel stops. Curbing must be maintained free from cracks and deterioration by the owner of the property or homeowners association. Commercial and residential developments where wheel stops are required by other provisions of the ULDR's or this Code of Ordinances shall be maintained by the property owner or homeowners association free from cracks and deterioration. All wheel stops must remain affixed in those locations where such wheel stops were to be placed in accordance with approved site plans for all parking areas.

MEANS OF CORRECTION: WHEEL STOPS IN DISREPAIR : REPAIR

CASE #24-002444

Sec. 13-4 (b)(7) - Curbing and wheel stops
Sec. 13-4 (b)(7) - Building maintenance standard
(b) Exterior property maintenance regulations. The exterior of the property and any auxiliary structures thereon shall be kept free of all nuisances and hazards to the safety of the occupant, pedestrians and other persons utilizing the property and free of deterioration and any of the foregoing shall be promptly removed and abated by the owner, operator or occupant. It shall be the duty of the owner, operator or occupant to keep the property free of hazards and unsafe and unsightly conditions which include but are not limited to:
(7) Curbing and wheel stops. Curbing must be maintained free from cracks and deterioration by the owner of the property or homeowners association. Commercial and residential developments where wheel stops are required by other provisions of the ULDR's or this Code of Ordinances shall be maintained by the property owner or homeowners association free from cracks and deterioration. All wheel stops must remain affixed in those locations where such wheel stops were to be placed in accordance with approved site plans for all parking areas.

MEANS OF CORRECTION: WHEEL STOP IN DISREPAIR: REPAIR ALL WHEEL STP IN DISREPAIR AND MAINTAIN ACCORDING TO CITY'S ORDINANCE.

This is an official notice to make you aware of violation(s) of the City Wilton Manors Code of Ordinances and/or the Florida Building Code, Broward County Edition. If you have any questions or would like additional information regarding this notice please call the officer listed below. Failure to correct the violation(s) within above time frame shall result in the case being heard before the Special Magistrate.

WHEN THE ABOVE LISTED VIOLATION IS CORRECTED YOU MUST CONTACT THE OFFICER FOR A RE-INSPECTION TO ENSURE THAT YOUR PROPERTY IS IN COMPLIANCE. IF YOU NEED TO MEET WITH A CODE OFFICER, PLEASE REQUEST AN APPOINTMENT WITH THEM. THANK YOU.

WORK WITHOUT PERMIT CASES - ARTICLE 60. REQUIRED PERMITS AND APPROVALS

IF YOU ARE BEING CITED FOR WORK WITHOUT PERMITS, COMPLIANCE IS ACHIEVED ONLY AFTER YOU HAVE APPLIED FOR AND OBTAINED ALL APPLICABLE PERMITS FROM THE CITY, YOU HAVE PASSED ALL APPLICABLE INSPECTIONS, AND YOU HAVE THE PERMIT FINALIZED AND CLOSED BY THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT. FOR PERMITTING INFORMATION CONTACT THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT AT (954) 390.2180. APPLYING FOR OR OBTAINING A PERMIT WILL NOT MEET COMPLIANCE STANDARDS.

DANGEROUS DOG CASES - CHAPTER 4

***IF YOU ARE BEING CITED FOR A DANGEROUS DOG INCIDENT AND ARE FOUND IN VIOLATION OF THE MUNICIPAL CODE, THE SPECIAL MAGISTRATE MAY IMPOSE A FINE UP TO $250.00 PER DAY FOR THE FIRST VIOLATION, AND UP TO $500.00 PER DAY FOR A REPEAT VIOLATION. IF THE VIOLATION IS IRREPARABLE AND IRREVERSIBLE IN NATURE, IT MAY*

*IMPOSE A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS ($5,000.00) PER VIOLATION. UPON A FINDING BY THE SPECIAL MAGISTRATE THAT A DOG IS DESIGNATED DANGEROUS, COMPLIANCE WITH THE PENALTIES AND RESPONSIBILITIES IN SECTIONS OF 4-15 AND 4-16 OF THE CITY'S CODE OF ORDINANCES IS REQUIRED. IF THE VIOLATION(S) IS/ARE CORRECTED BY THE TIME SPECIFIED, THIS CASE MAY STILL BE PRESENTED BEFORE THE SPECIAL MAGISTRATE. PLEASE CONTACT THE CODE COMPLIANCE UNIT AT 954-390-2151 FOR A RE-INSPECTION.***

TO VIEW THE ANIMALS/DANGEROUS DOG ORDINANCE IN IT'S ENTIRETY, VISIT THE BELOW WEBSITE OR SCAN THE QR CODE

https://library.municode.com/fl/wilton_manors/codes/code_of_ordinances?nodeId=PTIICOOR_CH4AN

VACATION RENTAL CASES - CHAPTER 10

IF YOU ARE BEING CITED FOR A VACATION RENTAL VIOLATION OF ARTICLE XIII ENTITLED "VACATION RENTAL" PROVIDES THAT THE CITY MAY REVOKE A CERTIFICATE OF COMPLIANCE WHEN THERE ARE VIOLATIONS OF ARTICLE XIII. BY VIRTUE OF THIS NOTICE, THE CITY IS INFORMING YOU THAT THE CITY MAY SEEK TO SUSPEND YOUR CERTIFICATE OF COMPLIANCE PURSUANT TO SEC 10-120(B) OF THE CITY'S CODE OF ORDINANCES. SEC 10-120(B)(1) OF THE CITY'S CODE OF ORDINANCE STATE THAT "NON-COMPLIANCE WITH ANY PROVISIONS OF THIS ARTICLE SHALL CONSTITUTE A VIOLATION OF THIS ARTICLE". PURSUANT TO THE SEC 10-120(A) OF THE CITY'S CODE OF ORDINANCES. "ANY CERTIFICATE OF COMPLIANCE ISSUED PURSUANT TO THIS ARTICLE MAY BE DENIED, REVOKED, OR SUSPENDED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT SERVICES OR DESIGNEE UPON THE ADJUDICATION OF A VIOLATION OF THIS ARTICLE. RESPONDENTS' VIOLATIONS OF SEC 10-116(4)(A)(B) OF THE CITY'S CODE OF ORDINANCES CONSTITUTES VIOLATIONS OF ARTICLE XIII. AS SUCH, THE DIRECTOR OF COMMUNITY DEVELOPMENT SERVICES OR DESIGNEE MAY REVOKE YOUR CERTIFICATE OF COMPLIANCE.

TO VIEW THE VACATION RENTAL ORDINANCE IN IT'S ENTIRETY, VISIT THE BELOW WEBSITE OR SCAN THE QR CODE

https://library.municode.com/fl/wilton_manors/codes/code_of_ordinances?nodeId=PTIICOOR_CH10LIPEBURE_ARTXIIIVARE

162.06 Enforcement procedure. (5) If the owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall: (a) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee. (b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor. (c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding. (d) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

If you decide to appeal any decision made by the Special Magistrate, you will need a record of the proceedings. In the case of an appeal, you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Nadia Taylor-Wellington

(954) 567.6061
NTaylor-Wellington@wmpd.org

POLICE

WILTON MANORS

CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

FAILURE TO COMPLY – SUMMONS TO APPEAR

Should you fail to comply with the above violation by the compliance date, you shall appear before the Special Magistrate on November 6 2024 at 9:00 AM in the Commission Chambers at City Hall, 2020 Wilton Drive, Wilton Manors, Florida 33305. Compliance is achieved only after an inspection is conducted by the code compliance officer who determines the violation(s) to be in compliance. A code case is closed only after you receive notice from your assigned code compliance officer that your case is closed.

Should you be found in violation of the Municipal Code, the Special Magistrate may impose a fine up to $250.00 per day for the first violation, and up to $500.00 per day for a repeat violation. In addition, if the violation is irreparable and irreversible the Special Magistrate may also include fines of up to $5000.00 as well as the cost of reasonable repairs incurred by the City to bring the property into compliance, also Administrative Costs of up to $500.00.

If the violation is not corrected by the time specified for correction by the code compliance officer, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the Special Magistrate hearing. If the violation(s) is/are corrected by the time specified, this case still may be presented before the Special Magistrate. Please contact your assigned code officr, and the Code Compliance Unit at (954) 390-2151 for a re-inspection.





PROPERTY
PARCEL #: 494227000221
2625 N ANDREWS AVE
WILTON MANORS FL 33311

PERMIT #	SUB TYPE	DESCRIPTION	STATU	ISSUED	EXPIRATION
WM25-001045	Re-Roof	ReRoof, TPO, 99.5 sq, 0/12 Pitch (JOB ADDRESS 2604 N ANDREWS)	Denied		
WM25-001046	Re-Roof	ReRoof BLDG A, TPO, 131 sq, 0/12 Pitch (JOB ADDRES 2625 N ANDREWS, BLDG A)	Denied		
WM25-001047	Re-Roof	ReRoof BLDG B, TPO, 100sq, 0/12 Pitch (JOB ADDRESS 2625 N ANDREWS, BLDG B)	Denied		
CR25-000547	Contractor	Replace Hot Water Heaters With. Eco Smart tankless water heaters No supporting docs. -JC 06/30/2025 Spoke with contractor on the phone, (201) 396-7297, and informed that this is not a permit application and they will need to submit these to a permit file to be reviewed. They will be submitting the contractor docs to CR25-000551. -JC 07/01/2025	Void		
CR25-000551	Contractor	Replace Hot Water Heaters With. Eco Smart tankless water heaters Awaiting state lic and corrected liability -JC 07/01/2025 Pending RM, CG, & WB review. -JC 07/02/2025 7.10.2025 DBPR license submitted for Joseph Napoli, license number CFC4747552 is not valid. QR code on documentation submitted goes to William Kirk Jynella dba First Service CGS, Inc out of Cape Coral, license number CFC1429867. RM 7.10.2025	Denied		
WM25-000963	Building Permit	Replace Hot Water Replace Heaters With. Eco Smart tankless water heaters (ATF)	Denied		
CR25-000367	Contractor	Replace Hot Water Heaters With. Eco Smart tankless water heaters No supporting docs. -JC 05/01/2025 Spoke with contractor on the phone, they meant to submit a permit, not a CR. Therefore, Void. -JC 05/08/2025	Void		
WM24-001765	Asphalt/Pavers Permit	Parking lot seal coating and striping - 40,300 sqft (existing parking lot)	Finaled	03/12/2025	07/02/2025
CR25-000185	Contractor	Contractor Registration Informed contractor via email that they are now officially registered. -JC 03/11/2025	Approved	03/11/2025	
WM23-001506	Plumbing Permit	Water Heater Replacement	Finaled	02/27/2024	06/04/2024

PERMIT #		DESCRIPTION		ISSUED	EXPIRATION
WM21-001344	Plumbing Permit	Plumbing - Install 3 compartment sinks (Location: 2643 N Andrews Ave)	Finaled	10/21/2021	03/27/2022
CR21-000052	Contractor	CONTRACTOR REGISTRATION	Closed		
WM22-000749	Signs	Illuminated Single Face Monument Sign: "WILTON POINT APARTMENT HOMES AND SHOPS"	Finaled	09/08/2022	04/10/2023
WM20-001223	Building Safety Inspection Report	40 year inspection	Finaled	11/10/2020	02/10/2021
WM19-001032	Building Permit	SEAL COAT AND RE-STRIPE PARKING LOT AND DRIVEWAY	Finaled	10/23/2019	04/26/2020
WM18-001016	Plumbing Permit	PLUMB / SEWER LINE 150'	Finaled	09/25/2018	03/20/2019
WM18-001523	Structural Permit	DOUBLE DRIVE GATE 20' OPEN COLOR BRONZE OPEN PICKET (1)	Finaled	12/27/2018	04/08/2019
WM11-000167	Backflow - Recertify	Backflow Recert/Camelot West Apts. Serial No.1106703 Meter No.17397498	Finaled	01/04/2012	07/04/2012
WM11-000168	Backflow - Recertify	Backflow Camelot West Apts. Serial No. 1181062 Meter No. 975XL	Finaled	01/04/2012	07/04/2012
WM11-000169	Backflow - Recertify	Backflow Camelot West Apt. Serial No. 1176247 Meter No. 17397493low	Finaled	01/04/2012	07/04/2012
WM13-000208	Signs	SIGN (WALL W/NO ELEC)	Finaled	02/27/2013	09/27/2013
WM13-000562	Re-Roof	REROOF (FLAT)	Finaled	06/04/2013	10/05/2013
WM13-000563	Re-Roof	REROOF (FLAT)	Finaled	06/04/2013	09/26/2013
WM13-000564	Re-Roof	REROOF (FLAT)	Finaled	06/04/2013	11/29/2013
WM13-000565	Re-Roof	REROOF (FLAT)	Finaled	06/04/2013	10/05/2013
WM13-000670	Building Permit	COOL TOWER (REPLACEMENT W/BF)	Finaled	09/03/2013	01/01/2014
WM14-000649	Electrical Permit	ELEC (SMOKE DETECTORS, 18 UNITS) NORTH BLDG ONLY - JOB ADDRESS 2625 NAA)	Finaled	05/15/2014	03/30/2015
WM14-000942	Plumbing Permit	PMBG/ REPLACE 120' CAST IRON MAIN SEWER LINE WITH PVC **NOTE, At city tie-in a 6" clean-out must be installed if currently one does not exist	Finaled	07/15/2014	04/06/2015

PERMIT #		DESCRIPTION		ISSUED	EXPIRATION
07-0930-B	Building Permit	Job Name: CAMELOT WEST APTS-railing Constr. Type: RAILING Struct. Type: APARTMENTS Appl Type: Contractor: Company: MARTIN C ORGAN 6554 NW 13 COURT PLANTATION FL 33325 Voice#: 954-830-2550 Cont #: CNTR-869 Cont Type: ROOFING Cont Co.: DOW CONSTRUCTION Cont Addr: 205 NE 24 AVENUE Conditions: , 07-0930-B RAILING REPLACEMENT - FINALED ON 09/19/07	Finaled	08/22/2007	02/13/2008
07-0062-P	Plumbing Permit	Job Name: CAMELOT APTS Constr. Type: BACKFLOW Struct. Type: APARTMENTS Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: ,	Finaled	01/18/2007	07/17/2007
07-0063-P	Plumbing Permit	Job Name: CAMELOT APTS Constr. Type: BACKFLOW Struct. Type: APARTMENTS Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: ,	Finaled	01/18/2007	07/17/2007
07-0064-P	Plumbing Permit	Job Name: CAMELOT APT Constr. Type: BACKFLOW Struct. Type: APARTMENTS Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: ,	Finaled	01/18/2007	07/17/2007
02-1017	Building Permit	Job Name: WEST Constr. Type: B/F Appl Type: Contractor: Company: PARADISE PLMB Conditions: , 02-1017 B/F	Finaled	01/01/2000	01/01/2000
02-1018	Building Permit	Job Name: WEST Constr. Type: B/F Appl Type: Contractor: Company: PARADISE PLMB Conditions: , 02-1018 B/F	Finaled	01/01/2000	01/01/2000
02-1460	Building Permit	Job Name: WEST Constr. Type: SEAL COATING & STRIPPING Appl Type: Contractor: Company: ATKINS PAVING CO 3015 NW 6 Court Pompano Beach FL 33064 Voice#: 954-592-1097 Cont #: CNTR-302 Cont Type: MECHANICAL Cont Co.: ALL YEAR COOLING & HEATING Cont Addr: 1345 NE 4 AVENUE Conditions: , 02-1460 SEAL COATING & STRIPPING	Finaled	01/01/2000	01/01/2000

PERMIT #		DESCRIPTION		ISSUED	EXPIRATION
97-0354	Building Permit	Job Name: CAMELOT APTS. Constr. Type: REROOF Appl Type: Contractor: Company: ATLAS ROOFING 5011 NW 37 Avenue Tamarac FL 33309 Voice#: 954-270-0615 Fax#: 954-486-0035	Finaled	01/01/2000	01/01/2000
98-0072	Building Permit	Job Name: CAMELOT WEST APTS. Constr. Type: FIRE ALARM Appl Type: Contractor: Company: A TECH FIRE	Finaled	01/01/2000	01/01/2000
01-0348	Building Permit	Job Name: CAMELOT WEST Constr. Type: INSTALL 2 BACKFLOW'S Appl Type: Contractor: Company: A-1 PARADISE PLUMBING INC 960 NW 36 STREET OAKLAND PARK FL 33309 Voice#: 954-563-0110	Closed	01/01/2000	01/01/2000
01-0456	Building Permit	Job Name: CAMELOT WEST Constr. Type: INSTALL BACKFLOW P&H OWEN ROOFING	Closed	01/01/2000	01/01/2000
01-0540	Building Permit	Job Name: MARTINO PETRECCIA Constr. Type: 126 OPENINGS Appl Type: Contractor: Company: VICO WINDOWS 4190 NE 6 AVE OAKLAND PARK FL 33334 Voice#: 954-563-5686	Finaled	01/01/2000	01/01/2000
06-0541	Building Permit	Job Name: PETRECCIA WESt APtS), MARtINO (CaMELOt Constr. Type: ReplaCe Cooling Tower Appl Type: Contractor: Company: Cool Breeze A/C Corp Conditions: , 06-0541 ReplaCe Cooling Tower	Finaled	01/01/2000	01/01/2000
05-0036	Building Permit	Job Name: WEST APtS., CAMELOt Constr. Type: Install Fire Alarm Sys. Appl Type: Contractor: Company: BROWARD COUNTY SECURITY PO BOX 10508 POMPANO BEACH FL 33061 Voice#: 954-566-3348 Cont #: CNTR-1621 Cont Type: PLUMBING-GAS Cont Co.: PEOPLES GAS SYSTEM INC Cont Addr: 2700 SW 2 AVENUE Conditions: , 05-0036 Install Fire Alarm Sys.	Finaled	01/01/2000	01/01/2000
05-1380	Building Permit	Job Name: APARTMENtS, CaMELOt Constr. Type: ReCertify BaCkflow Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: , 05-1380 ReCertify BaCkflow	Finaled	01/01/2000	01/01/2000
05-1381	Building Permit	Job Name: APARTMENtS, CaMELOt Constr. Type: ReCertify BaCkflow Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: , 05-1381 ReCertify BaCkflow	Finaled	01/01/2000	01/01/2000

PERMIT #		DESCRIPTION		ISSUED	EXPIRATION
05-1382	Building Permit	Job Name: APARTMENtS, CaMELOt Constr. Type: ReCertify BaCkflow Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: , 05-1382 ReCertify BaCkflow	Finaled	01/01/2000	01/01/2000
05-1631	Building Permit	Job Name: APARTMENtS, CaMELOt Constr. Type: ReplaCe Main Pipe and Fittings Appl Type: Contractor: Company: BOB SMITH PLUMBING 20 SW 5TH STREET POMPANO BEACH FL 33060 Voice#: 954-946-7751 Cont #: CNTR-457 Cont Type: Roofing Cont Co.: A-TECH ROOFING COMPANY Cont Addr: 4120 NE 15 Terrace Conditions: , 05-1631 ReplaCe Main Pipe and Fittings	Finaled	01/01/2000	01/01/2000
03-1588	Building Permit	Job Name: APTS, CAMELOT Constr. Type: B/F Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Conditions: , 03-1588 B/F	Finaled	01/01/2000	01/01/2000
03-1589	Building Permit	Job Name: APTS, CAMELOT Constr. Type: B/F Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: , 03-1589 B/F	Finaled	01/01/2000	01/01/2000
03-1590	Building Permit	Job Name: APTS, CAMELOT Constr. Type: B/F Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: , 03-1590 B/F	Finaled	01/01/2000	01/01/2000
03-1759	Building Permit	Job Name: WEST APT, CAMELOT Constr. Type: REPLACE 36 WINDOWS & 4 DOORS Appl Type: Contractor: Company: VICO WINDOWS 4190 NE 6 AVE OAKLAND PARK FL 33334 Voice#: 954-563-5686 Conditions: , 03-1759 REPLACE 36 WINDOWS & 4 DOORS	Finaled	01/01/2000	01/01/2000

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WILTON POINTE APARTMENTS LLC
102 NE 2ND ST # 922
BOCA RATON FL 33432-3908

Reference	CC WELLINGTON NOV 24-002444
USPS #	9414811898765484582992
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to the front desk, reception area, or mail room at 11:04 am on September 19, 2024 in BOCA RATON, FL 33432.
USPS History	Arrived at USPS Regional Facility, September 18, 2024, 8:25 am, WEST PALM BEACH FL DISTRIBUTION CENTER Arrived at USPS Regional Facility, September 17, 2024, 8:46 pm, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, September 17, 2024, 7:31 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 09/11/2024, 3:56 pm, FORT LAUDERDALE, FL 33305

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Date Verified: 09/20/2024 06:32:41 (UTC)

UNITED STATES POSTAL SERVICE

September 20, 2024

Dear Reference CC WELLINGTON NOV 24 002444:

The following is in response to your request for proof of delivery on your item with the tracking number: **9414 8118 9876 5484 5829 92**.

Item Details

Status:	Delivered, Front Desk/Reception/Mail Room
Status Date / Time:	September 19, 2024, 11:04 am
Location:	BOCA RATON, FL 33432
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic
Recipient Name:	WILTON POINTE APARTMENTS LLC

Recipient Signature

Signature of Recipient:



Address of Recipient: 102 NE 2ND ST, BOCA RATON, FL 33432

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

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Sincerely,
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POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SPECIAL MAGISTRATE FINAL ORDER

CITY OF WILTON MANORS
Petitioner
vs.
Wilton Pointe Apartments LCC
Respondent

IN RE: Case No. 24-002444

Hearing Date: November 6 2024
Violation(s): Sec. 045-110(E)(8) Maintenance, Sec. 13-2. - Prohibition of litter, untended vegetation, weeds, grass, hard junk and sanitary nuisances., Sec. 13-4 (a)(7) - Stairs, porches and railings, Sec. 13-4 (b)(5) - Parking areas - Potholes, Sec. 5-58 (E) MHS- General Requirements, Sec. 060-010(B) Building Permit, Sec. 13-4 (b)(2) - Ground surface hazards., Sec. 5-61 MHS-Responsibilities, Sec. 13-4 (b)(7) - Curbing and wheel stops, Sec. 13-4 (b)(7) - Curbing and wheel stops,

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. At the subject hearing the PETITIONER City entered into the record evidence of proper notice to the RESPONDENT thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing.

The record indicates that the RESPONDENT owns the real property located at: **2625-2647 North Andrews Avenue, Wilton Manors, FL 33311** and more particularly described as follows: **Folio No.**:494227000221

SEE EXHIBIT "A" LEGAL DESCRIPTION

Based upon the statements made by the RESPONDENT and/or the evidence and testimony submitted by the PETITIONER, the RESPONDENT is hereby found to be:

✓ **In Violation** ☐ **Dismissed** ☐ **Continued to:** _____ at **9:00 a.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305. __
IRREVERSIBLE & IRREVOCABLE

-FINES / FEES-

ADMINISTRATIVE COSTS: $ 225.00 ADMINISTRATIVE COSTS DUE BY: DECEMBER 6, 2024 TOTAL AMOUNT DUE: $_____

FINE AMOUNT: $_____ FINE AMOUNT DUE BY:_____

-TIME / PENALTY-

And the RESPONDENT is given until 2/4/25 to remedy the violation. Failure to do so will result in a **per diem fine** of TWO HUNDRED FIFTY DOLLARS ($ 250.00) for each day the RESPONDENT'S property remains in violation beyond the date set for compliance. This matter is scheduled for a certification hearing on March 5, 2025 at **9:00 a.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

WITNESSES: ☐ **HOLINKO** ☐ **MOORE** ✓ **WELLINGTON** ☐ **ALBERRO** __**ROQUE** AND:
Property MGT. RVG Calvin Ramsiskan -

EVIDENCE PRESENTED: ☐ **Proof of Service** ☐ **BCPA** ☐ **Photos**
Other_____

Failure to correct the violation and pay the accrued fines / fees by date required may result in the execution of a NOTICE OF LIEN which may be recorded in the public records of Broward County, Florida, thereafter constituting a lien on the real or personal property of the RESPONDENT as provided by law.

Done and Ordered this **6TH** day of **NOVEMBER**, 2024 CITY OF WILTON MANORS, FLORIDA

Clerk to the Hearing Officer

Theresa Bland Edwards
HEARING OFFICER

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ☐ online notarization, this **November 6 2024** by X Theresa Edwards or ___ Andre Mckenney, Hearing Officer and Rachelle Malaczewski, Clerk to the Hearing Officer, who are personally known to me or who have produced _____ as identification.

Notary Public
My Commission Expires

KIMBERLY HOLINKO
Notary Public - State of Florida
Commission # HH 430341
My Comm. Expires Aug 7, 2027
Bonded through National Notary Assn.

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

City of Wilton Manors Police Department
2020 WILTON DR
WILTON MANORS FL 33305-2122

$8.16 US POSTAGE
FIRST-CLASS IMI
Nov 08 2024
Mailed from ZIP 33305
1 OZ FIRST-CLASS MAIL LETTER RATE
11923275

endicia
063S0010937440

USPS CERTIFIED MAIL

9414 8118 9876 5481 1853 56

WILTON POINTE APARTMENTS LLC
102 NE 2ND ST # 922
BOCA RATON FL 33432-3908

Reference	RM FO 24 2444 11-6-24
USPS #	9414811898765481185356
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
USPS History	In Transit to Next Facility, 11/14/2024 In Transit to Next Facility, 11/13/2024 In Transit to Next Facility, 11/12/2024 Arrived at USPS Regional Facility, November 11, 2024, 8:08 am, WEST PALM BEACH FL DISTRIBUTION CENTER In Transit to Next Facility, 11/10/2024 Arrived at USPS Regional Facility, November 9, 2024, 10:14 pm, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, November 9, 2024, 8:59 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 11/08/2024, 9:13 am, FORT LAUDERDALE, FL 33305

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Report Design Copyright 2025 Certified Mail Envelopes, Inc. www.Certified-Mail-Labels.com www.Certified-Mail-Envelopes.com
Date Verified: 01/07/2025 00:09:55 (UTC)

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

Record & Return to:

Wilton Manors Police Department
Code Compliance Unit
ATTN: Rachelle Malaczewski
2020 Wilton Drive
Wilton Manors, FL 33305-2122

CITY OF WILTON MANORS
COUNTY OF BROWARD
STATE OF FLORIDA

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Order Imposing Fine & Lien as filed in my office.

WITNESS my hand and official seal in the City of Wilton Manors, Broward County, Florida, this 6 day of March 2025

Elizabeth Lan Berrios
City Clerk

CITY OF WILTON MANORS
Petitioner
vs.
Wilton Pointe Apartments LCC
Respondent

RE: Case No. 24-002444

ORDER IMPOSING FINE AND LIEN

THIS CAUSE FIRST CAME, by administrative Hearing, before the undersigned Special Magistrate of the City of Wilton Manors, Florida on **November 06, 2024**, after due notice to the Respondent, at which time the Special Magistrate heard testimony under oath, received evidence, determined findings of fact and conclusions of law and thereupon issued a Final Order. The Final Order found the Respondent to be in violation of Wilton Manors Code of Ordinances Section(s): **Sec. 045-110(E)(8) Maintenance - Enclosure requirements - MaintenanceSec. 13-2. - Prohibition of litter, untended vegetation, weeds, grass, hard junk and sanitary nuisances. - Landscape maintenanceSec. 13-4 (a)(7) - Stairs, porches and railings - Stairs, porches and railingsSec. 13-4 (b)(5) - Parking areas - Potholes - Parking areas - PotholesSec. 5-58 (E) MHS- General Requirements (Broward County Code) - Minimum Standards - General RequirementsSec. 060-010(B) Building Permit - Required Permit Approvals - building permitSec. 13-4 (b)(2) - Ground surface hazards. - Ground surface hazards.Sec. 5-61 MHS-Responsibilities (Broward County Code) - ResponsibilitiesSec. 13-4 (b)(7) - Curbing and wheel stops - Curbing and wheel stopsSec. 13-4 (b)(7) - Curbing and wheel stops - Curbing and wheel stops**. The subject violation occurred at the RESPONDENTS' real property located at **2625-2647 North Andrews Avenue** , within the City of Wilton Manors and more particularly described as follows:

Folio # - 494227000221
Legal Description - 27-49-42 N 200 OF S1/2 OF SE1/4 OF SE1/4 OF NW1/4 LYING W OF N ANDREWS AVE LESS W 25 & LESS N 175 OF W 75 AS PER OR 32785/28

Said Final Order required the Respondent to take corrective action to remedy the violation by a set compliance date. Under oath the Code Officer testified to the Special Magistrate on **March 05, 2025**, that the required

corrective action ☐ **had** /☑ **had not** taken place by the compliance date set out in the Final Order in this case and that in fact the RESPONDENT'S property is in ☑ **violation**/☐ **compliance**. The Code Enforcement Officer further testified that the RESPONDENT ☐ **paid**/☑ **failed** to pay the Administrative costs imposed by the Final Order. In determining the amount of the fine, the Special Magistrate has considered all factors set forth in §162.09(b), Fla. Stat.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. A daily fine in the amount of **$ 250.00** is hereby imposed, commencing on **2/5/25**. The property has been in violation for **29** days x's **$ 250.00** per day totals, **$ 7,250.00** + **$ 225.00** Administrative Costs totaling **$ 7,475.00** to be certified. The fine shall continue to accrue until compliance has been met.

2. The fine set out above shall, pursuant to Chapter 162 Florida Statutes, constitute a lien against the real property on which the violation exists and upon any other real or personal property of the RESPONDENT and the PETITIONER City may record a true copy of this order in the Public Records of Broward County, Florida.

3. After three (3) months from filing this lien, if it remains unpaid, the City Attorney may, subject to City Commission approval, foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

DONE AND ORDERED on **March 05, 2025**

CITY OF WILTON MANORS, FLORIDA

_____
Special Magistrate

_____
Special Magistrate Clerk

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 5th day of MARCH, 2025 by ☐ Theresa Edwards or ☑ Andre Mckenney, Special Magistrate and Rachelle Malaczewski, Clerk to the Special Magistrate respectively, who are personally known to me or have produced _____ as identification SWORN TO AND SUBSCRIBED BEFORE ME this 5th day of MARCH, 2025

_____
Notary Public

_____
My Commission Expires

_____
Serial Number, if any

KIMBERLY HOLINKO
Notary Public - State of Florida
Commission # HH 430341
My Comm. Expires Aug 7, 2027
Bonded through National Notary Assn.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent by Regular U.S. Mail and Certified/Return Receipt this 5 day of MARCH, 2024

to the RESPONDENT.

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

City of Wilton Manors Police Department
2020 WILTON DR
WILTON MANORS FL 33305-2122

$8.16 US POSTAGE
FIRST-CLASS IMI
Mar 10 2025
Mailed from ZIP 33305
1 OZ FIRST-CLASS MAIL LETTER RATE
11923275

endicia
063S0010282497

USPS CERTIFIED MAIL

9414 8118 9876 5451 1588 16

WILTON POINTE APARTMENTS LLC
102 NE 2ND ST # 922
BOCA RATON FL 33432-3908

Reference	RM RECORDED LIEN 24 2444
USPS #	9414811898765451158816
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
USPS History	In Transit to Next Facility, 03/15/2025 In Transit to Next Facility, 03/14/2025 In Transit to Next Facility, 03/13/2025 Arrived at USPS Regional Facility, March 12, 2025, 7:56 am, WEST PALM BEACH FL DISTRIBUTION CENTER Arrived at USPS Regional Facility, March 11, 2025, 11:06 pm, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, March 11, 2025, 9:51 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 03/10/2025, 11:04 am, FORT LAUDERDALE, FL 33305

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Report Design Copyright 2025 Certified Mail Envelopes, Inc. www.Certified-Mail-Labels.com www.Certified-Mail-Envelopes.com
Date Verified: 05/09/2025 00:10:41 (UTC)

Property Id: 494227000221 **Please see map disclaimer



January 23, 2026

1:600

0 25 50 100 ft

0 5 10 20 m

Flight Date : Jan 4, 2025 Broward County Property Appraiser

Code Case #24-002444

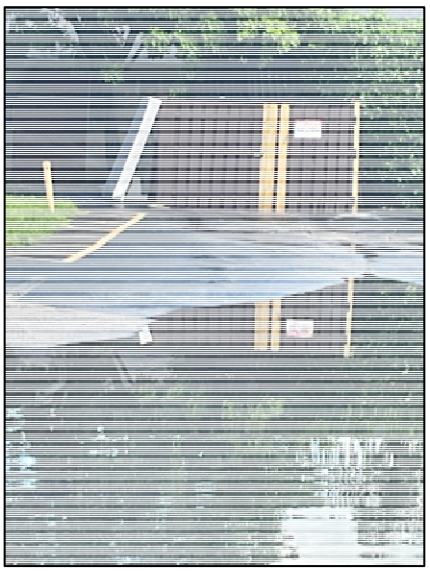
Initial Violation Photos – Taken September 9, 2024 by CCO Nadia Taylor-Wellington

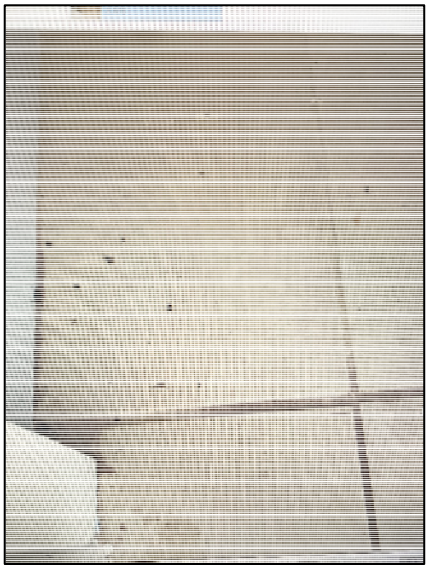




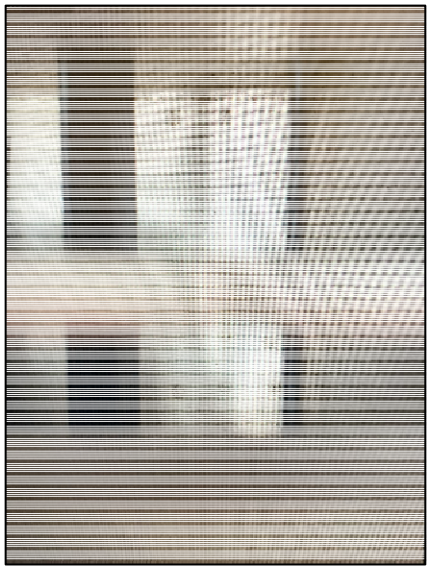
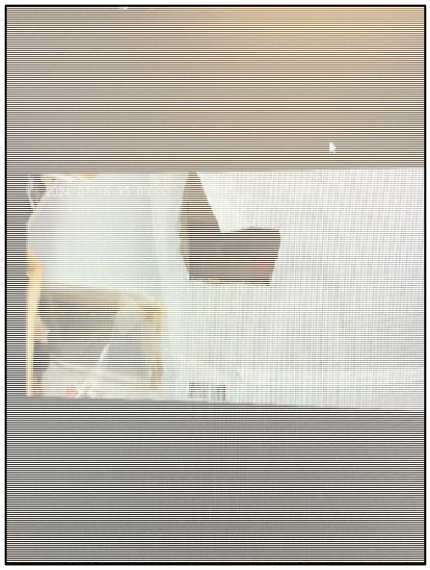










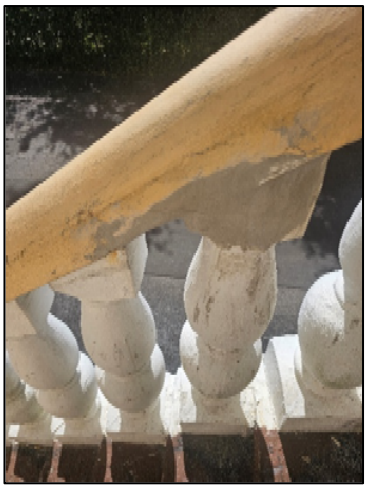
Posting – Notice of Violation – Taken September 16, 2024 by CCO Nadia Taylor-Wellington



Interim Photographs Showing Non-Compliance – Taken October 31, 2024 by CCO Nadia Taylor-Wellington











Posting – Final Order – Taken November 9, 2024 by CCO Levingstone Ennis



Posting – Order Imposing Fine and Lien – Taken March 11, 2025 by CCO Maria Roque



Interim Photographs – Taken April 3, 2025 by CCO Nadia Taylor-Wellington









Instr# 117042267 , Page 1 of 4, Recorded 02/08/2021 at 02:19 PM
Broward County Commission
Deed Doc Stamps: $77000.00

Prepared by:
ALAN J. MARCUS, Esq.
20803 Biscayne Boulevard Suite 301
Aventura, FL 33180
and return to:
Wilton Pointe Apartments, LLC
102 NE 2nd Street. #922
Boca Raton, FL 33432

Folio: 494227000221

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 5th day of February, 2021 between **TAMUZ-CAMELOT 2625, LLC**, a Florida limited liability company whose post office address is **20815 NE 16th AVE Suite# B-41 MIAMI, FL 33179** of the County of **Dade**, State of **Florida**, grantor*, and **WILTON POINTE APARTMENTS, LLC, a Florida limited liability company** whose post office address is **102 NE 2ND STREET. #922 BOCA RATON, FL 33432** of the County of **Palm Beach**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County, Florida**, to-wit:

See attached Exhibit A

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming through Grantor and no other; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020 and the Permitted Exceptions attached hereto as **Exhibit B.**

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

DoubleTime®

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name

TAMUZ-CAMELOT 2625, LLC
a Florida limited liability company

Witness Name

By: _____
Ronen Dagan, Manager

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization this 4 day of February, 2021 by Ronen Dagan, the manager of TAMUZ-CAMELOT 2625, LLC, a Florida limited liability company, on behalf of the company. He [X] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

ALAN J. MARCUS
MY COMMISSION EXPIRES DECEMBER 10, 2022
#GG 283022
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit A

Legal Description

THE NORTH 200.00 FEET OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE- QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4} OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 27, TOWNSHIP 49 SOUTH. RANGE 42 EAST, LYING WEST OF NORTH ANDREWS AVENUE, LESS THE WEST 25 FEET THEREOF AND LESS THE NORTH 175 FEED OF THE WEST 75 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE NORTH 200.00 FEET OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4), OF THE SOUTHEAST ONE-QUARTER (SE

1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 27, TOWNSHIP 49

SOUTH, RANGE 42 EAST, LYING WEST OF NORTH ANDREWS AVENUE AND LESS THE WEST 25 FEET THEREOF, SAID LAND SITUATE, LYING AND BEING WITHIN BROWARD COUNTY, FLORIDA.

Exhibit B

Permitted Exceptions

a. building restrictions and zoning regulations previously or hereafter adopted by any municipal or other public authority relating to the Property;
b. real property taxes for the year of Closing (if such taxes are not yet due and payable) and subsequent years;
c. the Leases;
d. Easement in favor of Florida Power & Light Company recorded in Official Records Book 14722, Page 795.



Detail by Entity Name

Florida Limited Liability Company
WILTON POINTE APARTMENTS, LLC

Filing Information

Document Number	L20000391249
FEI/EIN Number	86-1197065
Date Filed	12/15/2020
State	FL
Status	ACTIVE

Principal Address

102 NE 2ND ST.
#922
BOCA RATON, FL 33432

Mailing Address

102 NE 2ND ST.
#922
BOCA RATON, FL 33432

Registered Agent Name & Address

Registered Agents Inc
7901 4th St N STE 300
St. Petersburg, FL 33702

Name Changed: 03/31/2025

Address Changed: 03/31/2025

Authorized Person(s) Detail

Name & Address

Title MGR

Hassebroek, Paul
102 NE 2ND ST.
#922
BOCA RATON, FL 33432

Annual Reports

Report Year	Filed Date

2024	05/01/2024
2025	03/31/2025
2026	01/14/2026

Document Images

01/14/2026 -- ANNUAL REPORT	View image in PDF format
03/31/2025 -- ANNUAL REPORT	View image in PDF format
05/01/2024 -- ANNUAL REPORT	View image in PDF format
04/25/2023 -- ANNUAL REPORT	View image in PDF format
03/22/2022 -- ANNUAL REPORT	View image in PDF format
04/30/2021 -- ANNUAL REPORT	View image in PDF format
12/15/2020 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

2026 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Jan 14, 2026
Secretary of State
4975156073CC

DOCUMENT# L20000391249

Entity Name: WILTON POINTE APARTMENTS, LLC

Current Principal Place of Business:

102 NE 2ND ST.
#922
BOCA RATON, FL 33432

Current Mailing Address:

102 NE 2ND ST.
#922
BOCA RATON, FL 33432

FEI Number: 86-1197065

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

REGISTERED AGENTS INC
7901 4TH ST N STE 300
ST. PETERSBURG, FL 33702 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: DAVID ROBERTS 01/14/2026

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	HASSEBROEK, PAUL
Address	102 NE 2ND ST. #922
City-State-Zip:	BOCA RATON FL 33432

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PAUL HASSEBROEK MANAGER 01/14/2026

Electronic Signature of Signing Authorized Person(s) Detail — Date



Property Address	2604-2647 N ANDREWS AVENUE, WILTON MANORS FL 33311
Property Owner	WILTON POINTE APARTMENTS LLC
Mailing Address	102 NE 2 ST #922 BOCA RATON FL 33432

ID #	4942 27 00 0221
Millage	0912
Use	03-01

Abbr Legal Description	27-49-42 N 200 OF S1/2 OF SE1/4 OF SE1/4 OF NW1/4 LYING W OF N ANDREWS AVE LESS W 25 & LESS N 175 OF W 75 AS PER OR 32785/28

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2026 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2026*	$800,940	$9,326,970	$10,127,910	$10,127,910	
2025	$800,940	$9,326,970	$10,127,910	$10,127,910	$232,606.03
2024	$800,940	$9,326,970	$10,127,910	$10,127,910	$232,859.53

2026* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$10,127,910	$10,127,910	$10,127,910	$10,127,910
Portability	0	0	0	0
Assessed/SOH	$10,127,910	$10,127,910	$10,127,910	$10,127,910
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$10,127,910	$10,127,910	$10,127,910	$10,127,910

Sales History

Date	Type	Price	Book/Page or CIN
2/4/2021	SWD-Q	$11,000,000	117042267
6/26/2018	QCD-T	$100	115191629
5/19/2015	SWD-Q	$6,000,000	113022950
3/12/2012	SWD-Q	$4,725,000	48577 / 1225
4/1/1987	WD	$2,222,500	14347 / 214

Land Calculations

Price	Factor	Type
$8.00	100,118	SF
Adj. Bldg. S.F. (Card, Sketch)		55206
Units		66
Eff./Act. Year Built: 1976/1966		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
09								
S								
55206								

TO: Note to File

FROM: Gary Blocker, Chief of Police

DATE: November 20, 2025

REFERENCE: Quality Assurance Review – Lien Foreclosure - Case 25-001758

QUALITY ASSURANCE REVIEW - LIEN FORECLOSURE

Case #: 25-001758 **Case opened on:** June 2, 2025 **Code Officer:** Supv. Abel Alberro

Owner Name: Wilton Pointe Apartments LLC
Property Address: 2604 – 2647 N. Andrews Avenue, Wilton Manors, FL 33311

Violations		
Section	**Title**	**Description**
FBC 116.1	Unsafe Structures	Falling ceilings, rodent feces, etc.
FBC (2014) 110.15	40 Year Inspection Program	Fail to obtain building safety inspections/permits.
Sec. 045-100(E)	Dumpsters	Dumpster enclosure in disrepair.
Sec. 060-010	Work w/o Permits	Roof repairs, a/c units and water heaters.
Sec. 10-72	Residential Rental Licensing (RRL)	Fail to obtain RRL.
Sec. 13-23	Littering and Littering Material	Trash and discarded items in dumpster area.
Sec. 13-4(a)(2)	Roofs and Gutters	Repair dilapidated roof after obtaining permits.
Sec. 5-58(E)	Minimum Housing Standards (Broward County Code)	Building in disrepair, mold, leaks, unsanitary conditions and more.

Notice of Violation (Initial)	
Certified Mail Sent	June 5, 2025
Certified Mail Delivered	Still in Transit
Certified Mail Signature	☐ Yes ☒ No
Posted on Property	None
Notice of Violation (Revised)	
Certified Mail Sent	June 18, 2025
Certified Mail Delivered	June 23, 2025
Certified Mail Signature	☒ Yes ☐ No
Posted on Property	June 18, 2026
Special Magistrate	
☒ In Violation ☐ No Violation	July 2, 2025
Property Representative Present	☒ Yes ☐ No
Property Representative Name(s)/Relation	Ryan Abrams, Esq, Property Owner & Tenant
Final Order	
Certified Mail Sent	July 7, 2025
Certified Mail Delivered	Still in Transit
Certified Mail Signature	☐ Yes ☒ No

Posted on Property	July 3, 2025
Order Imposing Fine and Lien	
Certified Mail Sent	October 13, 2025
Certified Mail Delivered	October 17, 2025
Certified Mail Signature	☒ Yes ☐ No
Posted on Property	October 11, 2025
Fines Assessed / ($) per day	
$500.00 Fine Start Date	July 7, 2025
Certification Date	October 8, 2025
Lien Filed w/ County	October 9, 2025
Compliance Date	None as of 11.20.25
Days in Violation	184 as of 1.6.26
Administrative Fee Paid ($225.00)	☐ Yes ☒ No
Total Lien	$94,225

Section	Title	Description	Current Status as of 11.20.25
116.1	Unsafe Structures	Falling ceilings, rodent feces, etc.	Not complied.
FBC (2014) 110.15	40 Year Inspection Program	Fail to obtain building safety inspections/permits.	Not complied.
Sec. 045-100(E)	Dumpsters	Dumpster enclosure in disrepair.	Not complied.
Sec. 060-010	Work w/o Permits	Roof repairs, a/c units and water heaters.	Not complied.
Sec. 10-72	Residential Rental Licensing (RRL)	Fail to obtain RRL.	Not complied.
Sec. 13-23	Littering and Littering Material	Trash and discarded items in dumpster area.	Not complied.
Sec. 13-4(a)(2)	Roofs and Gutters	Repair dilapidated roof after obtaining permits,	Not complied.
Sec. 5-58(E)	Minimum Housing Standards (Broward County Code)	Building in disrepair, mold, leaks, unsanitary conditions and more.	Not complied.



PROPERTY SUMMARY

Tax Year: 2025

Property ID: 494227000221

Property Owner(s):WILTON POINTE APARTMENTS LLC

Mailing Address:102 NE 2 ST #922 BOCA RATON, FL 33432

Property Address:2604 - 2647 N ANDREWS AVENUE WILTON MANORS, 33311

Property Use: 03-01 Multi-family 10 to 49 units

Millage Code: 0912

Adj. Bldg. S.F: 55206

Bldg Under Air S.F:

Effective Year: 1976

Year Built: 1966

Units/Beds/Baths: 66 / /

Deputy Appraiser: Akida Daley

Appraisers Number: 954-357-6835

Email: commercialtrim@bcpa.net

Zoning : RM-16 - MULTI-FAMILY RESIDENTIAL

Abbr. Legal Des.: 27-49-42 N 200 OF S1/2 OF SE1/4 OF SE1/4 OF NW1/4 LYING W OF N ANDREWSAVE LESS W 25 & LESS N 175 OF W 75 AS PER OR 32785/28

PROPERTY ASSESSMENT

Year	Land	Building / Improvement	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Tax
2025	$800,940	$9,326,970	0	$10,127,910	$10,127,910	
2024	$800,940	$9,326,970	0	$10,127,910	$10,127,910	$232,859.53
2023	$800,940	$9,326,970	0	$10,127,910	$9,810,700	$225,200.19

EXEMPTIONS AND TAXING AUTHORITY INFORMATION

	County	School Board	Municipal	Independent
Just Value	$10,127,910	$10,127,910	$10,127,910	$10,127,910
Portability	0	0	0	0
Assessed / SOH	$10,127,910	$10,127,910	$10,127,910	$10,127,910
Granny Flat				
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	0	0	0	0
Affordable Housing	0	0	0	0
Taxable	$10,127,910	$10,127,910	$10,127,910	$10,127,910

SALES HISTORY FOR THIS PARCEL

Date	Type	Price	Book/Page or Cin
02/04/2021	Special Warranty Deed Qualified Sale	$11,000,000	117042267
06/26/2018	Quit Claim Deed Non-Sale Title Change	$100	115191629
05/19/2015	Special Warranty Deed Qualified Sale	$6,000,000	113022950
03/12/2012	Special Warranty Deed Qualified Sale	$4,725,000	48577 / 1225

LAND CALCULATIONS

Unit Price	Units	Type
$8.00	100,118 SqFt	Square Foot

Date	Type	Price	Book/Page or Cin
04/01/1987	Warranty Deed	$2,222,500	14347 / 214

RECENT SALES IN THIS SUBDIVISION

Property ID	Date	Type	Qualified/ Disqualified	Price	CIN	Property Address
494227000305	01/09/2025	Special Warranty Deed	Disqualified Sale	$5,900,000	120004756	2101 N ANDREWS AVE WILTON MANORS, FL 33311
494227000220	11/20/2024	Warranty Deed	Qualified Sale	$2,700,000	119917948	2605 N ANDREWS AVE WILTON MANORS, FL 33311
494227000300	09/25/2024	Quit Claim Deed	Disqualified Sale	$117,000	119895858	119 NW 21 CT WILTON MANORS, FL 33311
494227000390	04/20/2023	Warranty Deed	Qualified Sale	$2,500,000	118813766	96 NE 21 CT WILTON MANORS, FL 33305
494227000150	01/19/2022	Quit Claim Deed	Non-Sale Title Change	$167,500	117879868	2701 NW 7 AVE WILTON MANORS, FL 33311

SPECIAL ASSESSMENTS

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
Wilton Manors Fire Svcs (09)								
Spec./Comb. (S)								
55,206								

SCHOOL

Wilton Manors Elementary School: B
Sunrise Middle School: B
Fort Lauderdale High School: A

ELECTED OFFICIALS

Property Appraiser	County Comm. District	County Comm. Name	US House Rep. District	US House Rep. Name
Marty Kiar	8	Robert McKinzie	23	Jared Moskowitz

Florida House Rep. District	Florida House Rep. Name	Florida Senator District	Florida Senator Name	School Board Member
99	Daryl Campbell	37	Jason W. B. Pizzo	Sarah Leonardi

FILE SUMMARY REPORT
November 19, 2025

FILE INFORMATION

File #:	25-001758	**Address:**	2604-2647 North ANDREWS Avenue
Status:	Lien Foreclosure - Staff	**Parcel #:**	494227000221
Open Date:	06/02/2025	**Description:**	Repeat violation: Failure to adhere to City's Property Maintenance, Unsafe Structure and Work w/o Permit ordinance. Expired RRL
Close Date:		**Owner Name:**	WILTON POINTE APARTMENTS LLC
Type:	Code Compliance	**Owner Address:**	102 NE 2 ST #922 BOCA RATON, FL 33432

CONTACTS

CONTACT	ASSOCIATION	CONTACTTYPE	ADDRESS	PHONE
RDG MANAGEMENT	Property Manager	Responsible Party	Company Address: 1779 N UNIVERSITY DR STE 203, PEMBROKE PINES FL 33024	
Wilton Point Tenant Shanica Lanier		Citizen	Home Address: 2604	Mobile: (678) 663-1485
Wilton Point LLC Judith Marra		Property Owner		Mobile: (201) 396-7297
Wilton Point LLC Vinod Kulhari		Property Owner		Work: (954) 987-6879 Mobile: (954) 658-6690
Project Boca Paul		Property Owner		Mobile: (561) 565-0422
Abrams Law Firm, PA Bethany Goode		General Public		Work: (954) 332-2358

INSPECTIONS

TYPE	INSPECTION DATE	INSPECTOR	DESCRIPTION	STATUS
Inspection	06/02/2025	Abel Alberro	I received a visit to City Hall from a resident who lives at one of the units at the above property, Marlen Miranda. She wanted me and Claudio the building official to conduct an inspection on her unit because the roof had caved on her and injured her shoulder. She also mentioned that the same incident had occurred a few months ago on another unit that she was but then they moved her from that unit to the one she's in now and the same thing happened. Claudio and I visited her to conduct an inspection and Claudio found that the unit/units were really unsafe. The Roof had collapsed and there was signs that other sections of the roof in such unit was about to collapse as well. There were signs of mold and also signs that the floor was not safe, it was so damaged by water that the tiles were cracked and as you walked it felt like the floor was going to collapse as well. That was Unit 234. Then we went to 232 her old unit which the maintenance crew was fixing the roof without the required permits, we also noticed that the water heater was also being installed without permits. Since the roof was still open and you can see the wood beams, Claudio noticed that they were completely damaged from the water and needed to be replaced. After that we visited the room across the hall 231 which the workers were present and we asked them what	

			they were doing, they were also changing the water heater and installing a new tankless just like the other one on unit 232. After we left that unit we also noticed Unit 225 that had the same roof problem as the other units and also more work being conducted there. Claudio and I walked the entire building and noticed that in the building fronting Andrews Ave they were changing all the A/C units without the required permits. Then I noticed that they also installed new A/C splitters in most units. A notice of violation will be issued regarding the unsafe structure and work w/o permits as a repeat violator.
Re-Inspection	06/17/2025	Abel Alberro	On June 16 The Code Unit along with Director Moore and Building Official Claudio Grande, Chief Gary Blocker met with property owners and management company at the property. Owners Vinod Kulhuri , Judith Marra and Paul. We walked most of the Units and witnessed most of them having water damaged, roof caved in and what looks like black mold. Most of the tenants are leaving in horrible conditions and their health and quality of life is being affected by the absence of the owners not doing or keeping the apartments up to code.
Re-Inspection	06/18/2025	Abel Alberro	On Jun 18, 2025 The building official and I met with Kelvin (property management) and roof engineer regarding Claudio's request for an engineer report by Jun. 30th. All was captured on my BWC.
Re-Inspection	07/03/2025	Abel Alberro	On 7/3/25 I Hand delivered the final order to one of the owners during the meeting at the EOC. BWC camera footage.
Re-Inspection	07/14/2025	Abel Alberro	Today 7/14/25 Claudio and I inspected the tarp in the roof which had a compliance date of July 12, 2025 or $250 per day. The property is not in compliance as of the 13th is accruing $250 per day.
Re-Inspection	07/29/2025	Abel Alberro	On Tuesday July 29th the Code Team Posted all units with a flyer informing the tenants of resources that will help with relocation and affordable housing.

ACTIVITIES

TYPE	ACTIVITY DATE	ASSIGNED TO	DESCRIPTION	STATUS
Notice of Violation with Summons	06/02/2025	Abel Alberro		
Mail Sent - NOV With Summons	06/05/2025	Rachelle Malaczewski	Label # 9414811898765448453153 WILTON POINTE APARTMENTS LLC 102 NE 2ND ST #922 BOCA RATON FL 33432	
Posting Properties	06/05/2025	Levingstone Ennis	NOV POSTING	
Mail Sent - NOV With Summons	06/18/2025	Abel Alberro	WILTON POINTE APARTMENTS LLC 102 NE 2 ST #922 BOCA RATON FL 33432 Label # 941481189876544044 1646	
Posting Properties	06/18/2025	Maria Roque	Posted Repeat NOV to property this morning at 10:15 am. Picture taken.	
Special Magistrate Hearing	07/02/2025	Abel Alberro	7/2/25 IN VIOLATION REPEAT VIOLATOR. $2,000 FINE AND $225 ADMIN FEE TOTAL $2,225 DUE BY 8/2/25. VARIOUS COMPLIANCE DATES TO BE MET FOR EACH VIOLATION PLEASE REFER TO SIGNED FINAL ORDER FROM 7-2-25. FINES TO BE CERTIFIED 10/8/25.	In Violation
Posting Properties	07/03/2025	Nadia Taylor-Wellington	Fo posting	
Mail Sent - Final Order	07/07/2025	Rachelle Malaczewski	9414811898765441875679 WILTON POINTE APARTMENTS LLC 102 NE 2 ST #922 BOCA RATON FL 33432	
Posting Properties	10/11/2025	Levingstone Ennis	ORDER IMPOSING FINES AND LIENS POSTING	

Mail Sent - Certification Order	10/13/2025	Rachelle Malaczewski	Label # 9414811898765470327606 WILTON POINTE APARTMENTS LLC 102 NE 2 ST #922 BOCA RATON FL 33432
Complaint - Phone	10/29/2025	Rachelle Malaczewski	From: Rachelle Malaczewski Sent: Wednesday, October 29, 2025 2:24 PM To: Abelardo Alberro Cc: Claudio Grande Subject: WILTON POINTE APARTMENTS I have received another call from another tenant at wilton pointe apartments. She is on the first floor and has several active leaks, she sent pictures through the portal and has no response from the management. She said they are worsening all the time and she is not the only first floor tenant with this happening. She will give access for inspection. Latoya 1-305-879-1980
Lien Foreclosure - Staff	11/19/2025	Gary Blocker	On November 19, 2025 I finalized my Quality Assurance Review of this case file packet related to an outstanding lien. No violations have come into compliance. Per FSS, lien foreclosure proceedings may begin January 6, 2026. As of January 6, 2026, and if compliance is not achieved, the outstanding lien will be $94,225. The following is the status of all violations in this case: Section Title Description Status as of 1.6.26 116.1 Unsafe Structures Falling ceilings, rodent feces, etc. Not complied. FBC (2014) 110.15 40 Year Inspection Program Fail to obtain building safety inspections/permits. Not complied. Sec. 045-100(E) Dumpsters Dumpster enclosure in disrepair. Not complied. Sec. 060-010 Work w/o Permits Roof repairs, a/c units and water heaters. Not complied. Sec. 10-72 Residential Rental Licensing (RRL) Fail to obtain RRL. Not complied. Sec. 13-23 Littering and Littering Material Trash and discarded items in dumpster area. Not complied. Sec. 13-4(a)(2) Roofs and Gutters Repair dilapidated roof after obtaining permits. Not complied. Sec. 5-58(E) Minimum Housing Standards (Broward County Code) Building in disrepair, mold, leaks, unsanitary conditions and more. Not complied. I researched CitizenServe in an attempt to locate forward progress in the building permit aspect of this matter, and found no permits had been approved, and all permits were in "denied" status. There were no approved residential rental or business tax licenses on file. This file will be forwarded to City Attorney Kerry Ezrol for his review to determine if he recommends pursuing foreclosure action.

VIOLATIONS

VIOLATION	STATUS	DATES	COMMENTS
FBC (2014) 110.15 40 Year Inspection Program - 40 Year Building Safety Inspection Program	Open	Open Date: 06/02/2025 Close Date:	Obtain the Broward County safety inspection program(40-50 year inspection) by hiring a licensed engineer to conduct a 40-50 year safety inspection, send results electronically to City’s building Dept.
Sec. 045-100 (E). - Dumpsters - Sec. 045-100(E). - Dumpsters - Enclosure requirements	Open	Open Date: 06/02/2025 Close Date:	Repair dumpster enclosure and maintain in good conditions.
Sec. 060-010 Required Permit Approvals - Required Permit Approvals - generally	Open	Open Date: 06/02/2025 Close Date:	Obtain permits and inspections for roof repairs, A/C units as well as the splitters, roof, and water heaters. Have the permits closed and final by a building inspector in order for the Code Case to be closed/complied
Sec. 13-23 - Litter and littering material. - Litter and littering material.	Open	Open Date: 06/02/2025 Close Date:	Remove all trash and discarded items around the dumpster area.
Sec. 13-4 (a)(2) - Roofs and gutters - Roofs and gutters	Open	Open Date: 06/02/2025 Close Date:	Repair roof by first obtaining required permits.
Sec. 5-58 (E) MHS-General Requirements (Broward County Code) - Minimum Standards - General Requirements	Open	Open Date: 06/02/2025 Close Date:	REPEAT VIOLATION : 1) Foundations, floors, walls, ceilings, roofs, windows, doors and all other building parts shall be structurally sound, weather tight and watertight and rodent proof and shall be kept in good repair. All roof surfaces shall be watertight. Where water is permitted to stand on a roof for cooling purposes, the roof must be designed for that purpose and proper precautionary measures taken to prevent breeding of

			mosquitoes and other similar insects. 2) Repair all leaks that cause mold condition and unsanitary conditions for the entire building. Attain mold and water damage certificates from licensed company to remove all mold including but not limited to entire building.
116.1 - General	Open	Open Date: 06/03/2025 Close Date:	Buildings or structures that, in the opinion of the Building Official, are, or hereafter shall become unsafe, unsanitary, or deficient in adequate facilities for means of egress, or which constitute a fire or windstorm hazard, or illegal or improper use, occupancy or maintenance, or which do not comply with the provisions of the applicable Minimum Housing Code, or which have been substantially damaged by the elements, acts of God, fire, explosion, or otherwise shall be deemed unsafe buildings, and a permit shall be obtained to demolish the structure or bring the building to comply with the applicable codes.
Sec. 10-72. - Annual inspection and licensing of properties with residential rental units. - Annual inspection and licensing of properties with RRL	Open	Open Date: 06/17/2025 Close Date:	Obtain/Renew Residential Rental License from the City of Wilton Manors to operate Rental business.

DOCUMENTS

SOURCE	DOCUMENT NAME	DATE	CREATED BY
Case Photo	IMG_1452.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_1451.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_1450.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_1449.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_1448.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_1447.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_1446.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_1445.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_1444.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_1443.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_1442.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_1441.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2641.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2640.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2639.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2638.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2637.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2635.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2634.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2633.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2632.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2631.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2630.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2629.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2628.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2627.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2626.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2625.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2624.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2623.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2622.jpeg	06/02/2025	Abel Alberro

Case Photo	IMG_2621.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2620.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2619.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2618.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2617.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2616.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2615.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2614.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2613.jpeg	06/02/2025	Abel Alberro
Case Photo	IMG_2612.jpeg	06/02/2025	Abel Alberro
Merge document	Notice of Violation with Summons.htm	06/17/2025	Abel Alberro
Email	Code Violation Notice.htm	06/18/2025	Abel Alberro
Case Photo	image.jpg	06/18/2025	Maria Roque
Attach Supporting Documentation	RDG Termination Letter May 24 2024.pdf	06/23/2025	Abel Alberro
Attach Supporting Documentation	Field Inspection Report for Wilton Point Apartments 6.16.2025.docx	06/23/2025	Abel Alberro
USPS Proof of Delivery	Case # 25-1758.pdf	06/24/2025	Abel Alberro
USPS Proof of Delivery	Case # 25-1758 POD with Address.pdf	06/24/2025	Abel Alberro
Email	Code Violation Notice.htm	07/01/2025	Abel Alberro
Case Photo	IMG_3770.jpeg	07/03/2025	Nadia Taylor-Wellington
Online Document Upload	25 1758 SIGNED FO.pdf	07/03/2025	Rachelle Malaczewski
Attach Supporting Documentation	Wilton Pointe Apartments Structural Roof (sealed).pdf	07/09/2025	Abel Alberro
Attach Supporting Documentation	Wilton Point Apts. Walk Thru July 9th 2025.docx	07/10/2025	Abel Alberro
Online Document Upload	TERMINATION LETTER WILTON POINTE.pdf	07/28/2025	Rachelle Malaczewski
Attach Supporting Documentation	Motion for Extension to Comply with Code Order.pdf	08/20/2025	Abel Alberro
Online Document Upload	RECORDED LIEN 25 1758.pdf	10/09/2025	Rachelle Malaczewski
Case Photo	IMG_7651.jpeg	10/11/2025	Levingstone Ennis
Online Document Upload	POS RECORDED LIEN 25 1758,.pdf	10/27/2025	Rachelle Malaczewski
Attach Supporting Documentation	2604-2647 N ANDREWS AVENUE.pdf	11/18/2025	Abel Alberro

Inspection Report for Wilton Point Apartments

2604 NE 3rd Avenue and 2025 N. Andrews Ave. (North and South Buildings)

June 16, 2025

Building 2604:

Apt. 131: Termites were identified around the water damaged walls; resident claims he has iguanas crawling underneath the tub area in his bathroom.

Apt. 134: Cracked ceiling and water damage stains in the bedroom ceiling, Tankless water heater installed without a permit.

Apt. 234: Ceiling has collapsed into the unit, roof trusses and plywood are water damaged, Tankless water heater installed without a permit.

Apt. 233: Ceiling damaged from water intrusion in bedroom and living room, ceiling has collapsed. Roof trusses and plywood are water damaged. Tankless water heater installed without a permit.

Apt. 232: Ceiling damaged from water intrusion in bedroom and living room, Tankless water heater installed without a permit.

Apt. 227: Ceiling damaged from water intrusion in bedroom and living room, Tankless water heater installed without a permit. Bathroom ceiling damaged from water instruction, mold around AC grill and closet.

Apt. 226: Ceiling damaged from water intrusion in bedroom and living room, ceiling has collapsed, Roof trusses and plywood are water damaged Tankless water heater installed without a permit.

Apt. 223: Ceiling damaged from water intrusion in bedroom and living room, Tankless water heater installed without a permit.

Apt. 230: Ceiling damaged from water intrusion in bedroom and living room, Tankless water heater installed without a permit. The ceiling shows signs of previously being repaired.

Apt. 224: Ceiling damaged from water intrusion in bedroom and living room, ceiling has collapsed. Roof trusses and plywood are water damaged.

Apt. 225: Ceiling damaged from water intrusion in bedroom, ceiling has collapsed and evidence of roof trusses and plywood are water damaged, Tankless water heater installed without a permit. Evidence of mold present in ceiling and trusses.

Apt. 231: Ceiling damaged from water intrusion in bedroom and living room, Tankless water heater installed without a permit. Evidence of mold around the bathtub.

Apt. 229: No Access

Continuance of Building 2604

Apt. 228: Evidence of ceiling patches from past repairs due to water damage.

Apt. 128: No water damage

Apt. 128: No water damage, Tankless water heater installed without a permit.

Apt. 126: No water damage, Tankless water heater installed without a permit.

Apt. 130: Damage ceiling, detaching from trusses due to water damage. Tankless water heater installed without a permit.

Apt. 129: Damage ceiling in bedroom and living room, mold found by AC grill by front door. Tankless water heater installed without a permit.

Apt. 123; No Access

Building 2025 South

Apt. 216: Ceiling has fallen in bedroom, roof trusses and plywood are water damaged, floor tiles are cracked and spongy.

Apt. 220: Ceiling has fallen in bedroom and living room, roof trusses and plywood are water damaged, Tankless water heater installed without a permit.

Apt.215: Bedroom ceiling has water damage; Kitchen counter tiles are cracked and damaged from water intrusion.

Apt. 221: Bedroom and Living Room have water damaged; Tankless water heater installed without a permit.

Apt. 222: Bedroom and Living Room have water damaged; ceilings are cracked through the apt. due to water damage. Tankless water heater installed without a permit.

Apt. 218: No Access

Apt. 212: Bedroom and Living Room have water damaged; Tankless water heater installed without a permit.

Apt. 218: Bedroom and Living Room have water damaged; Tankless water heater installed without a permit.

Apt. 218: Kitchen ceiling has colapsed, Bedroom has water stains, Bathroom shows mold.

Apt. 210: Water damage in living room and bedroom, cracked ceiling in kitchen.

Apt. 217: Water damaged ceiling at inside of entrance door.

Apt. 112: Tankless water heater installed without a permit.

Apt. 118: Tankless water heater installed without a permit.

Apt. 122: Tankless water heater installed without a permit. Repairs to Living room ceiling due to water damage.

Apt.121: Tankless water heater installed without a permit.

Building 2025 North

Apt. 209: Water damage in living room and bedroom

Apt: 208 Ceiling has fallen due to water damage in living room and bedroom; Roof trusses are water damaged and have mold.

Apt. 207: Entire ceiling in living room is full of mold; ceiling has fallen in living room and bedroom.

Apt. 206: Water damaged ceiling in living room and bedroom, mold in bedroom ceiling.

Apt. 203: Water damaged ceiling in living room and bedroom.

Apt. 103: Water leaking into the bathroom and bedroom ceiling, AC vents have mold around them.

Apt. 108: Water damaged ceiling in living room and bedroom. AC vents have mold around them.

Note: The above inspections are not inclusive of all the apartments in the buildings. Some apartments were not accessible to enter, or residents were not available to give access.

This inspection report was produced by,

Claudio Grande, Wilton Manors Chief Building Official

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

NOTICE OF VIOLATION
REPEAT VIOLATOR
REFERENCE CASE# 24-2444

DATE ISSUED: June 17, 2025

WILTON POINTE APARTMENTS LLC
102 NE 2 ST #922
BOCA RATON, FL 33432

VIOLATION ADDRESS: 2604-2647 North ANDREWS Avenue, WILTON MANORS, FL 33311
CASE #: 25-001758

In the name of the City of Wilton Manors, Florida, the undersigned certifies that City of Wilton Manors Police Officers and/or Code Compliance Officers have made inspections, or received an Affidavit of Complaint, regarding the above premises and/or personal property on the above date and has just and reasonable grounds to believe that you are in violation of a section of the City of Wilton Manors Code of Ordinances as follows:

DESCRIPTION OF VIOLATION(S): Repeat Violation: Failure to adhere to City's work w/o permits, unsafe structure and property maintenance including but not limited to mold damage. To wit:
1. Repair all maintenance issues including but not limited to roof, floors and mold issues, permits might be required, please contact city's building dept.
2. Have a certified Mold Remediation Company conduct an inspection of all units and follow recommendations on removing all mold including but not limited to entire property.
3. Have a Termite Company Remove all Termites and send inspection report from such company as evidence that Termites have been removed.
4. Send finalized Mold remediation certificate to Code As evidence of obtaining compliance.
5. Obtain permits and inspections for roof repairs, A/C units as well as the splitters, roof, and water heaters.
6. Have the permits closed and final by a building inspector in order for the Code Case to be closed/complied.
7. Repair dumpster and remove all trash and discarded items around it.
8. For information about permits please contact: 954-390-2180.
9. For information regarding the case contact: aalberro@wmpd.org.
10. Buildings or structures that, in the opinion of the Building Official, are, or hereafter shall become unsafe, unsanitary, or deficient in adequate facilities for means of egress, or which constitute a fire or windstorm hazard, or illegal or improper use, occupancy or maintenance, or which do not comply with the provisions of the applicable Minimum Housing Code, or which have been substantially damaged by the elements, acts of God, fire, explosion, or otherwise shall be deemed unsafe buildings, and a permit shall be obtained to demolish the structure or bring the building to comply with the applicable codes.
11. Obtain Residential Rental License from the City of Wilton Manors to operate Rental Business (Apartments).

DAYS TO COMPLY: 30 days from receipt of this Notice.

CASE #25-001758

FBC (2014) 110.15 40 Year Inspection Program (THE PROPERTY HAS BEEN PUT ON NOTICE TO OBTAIN SAFETY INSPECTION FOR THE FIRST TIME, THEY WILL HAVE REASONABLE TIME TO COMPLY).

110.15 Building Safety Inspection Program. BORA has established a building safety inspection program for buildings and structures that have been in existence for a period of 40 years or longer. BORA by written policy shall establish the guidelines and criteria which will be the minimum requirements for the Building Safety Inspection Program. The Building Official shall enforce the building safety inspection Program. U. S. Government buildings, State of Florida buildings, buildings built on Indian Reservations, Schools buildings under the jurisdiction of FBC (2014) 110.15 Building Safety Inspection Program. BORA (Board Of Rules And Appeals) has established a building safety inspection program for buildings and structures that have been in existence for a period of 40 years or longer. BORA by written policy shall establish the guidelines and criteria which will be the minimum requirements for the Building Safety Inspection Program. The Building Official shall enforce the Building Safety Inspection Program. U.S. Government buildings, State of Florida buildings, buildings built on Indian Reservations, School buildings under the jurisdiction of the Broward County School Board, and One and Two Family Dwellings are exempt from this program. Subsequent building inspection shall be required at (10) year intervals - Section 110.15 Effective January 1, 2006, regardless of when the inspection report for same is finalized or filed. Any buildings or structures not otherwise excluded as set forth herein shall be inspected at the same time as the initial 40 year inspection of the building and shall be re-inspected in accordance with the schedule for the building.

MEANS OF CORRECTION: Obtain the Broward County safety inspection program(40-50 year inspection) by hiring a licensed engineer to conduct a 40-50 year safety inspection, send results electronically to City's building Dept.

CASE #25-001758

Sec. 045-100 (E). - Dumpsters

Sec. 045-100(E). - Dumpsters - Enclosure requirements Repeat Violator (15 days to comply) **Ref. Case 24-2444**

(E) Enclosure requirements. The following enclosure requirements shall be met by all properties as described below.

.(8)Maintenance. Approved enclosures shall be maintained in good condition and appearance at all times. Gates and latches shall be kept fully operable and shall be closed except during scheduled collection periods. Enclosures and containers shall be cleaned periodically to prevent noxious odors and unsanitary conditions from occurring. Enclosure pads and access drives shall be repaired or rebuilt whenever the pavement structure deteriorates.

MEANS OF CORRECTION: Repair dumpster enclosure and maintain in good conditions.

CASE #25-001758

Sec. 060-010 Required Permit Approvals

REQUIRED PERMITS AND APPROVALS - Generally. Repeat Violator (30 days to comply) **Ref. Case #24-2444**

The purpose of this Article is to guide the processing and granting of development review applications in a manner consistent with the City of Wilton Manors Comprehensive Plan, existing development, and in a manner

which protects the public health, safety and welfare. The omission of a particular permit from this list shall not affect the necessity for obtaining such a permit where otherwise required by law. One or more of the following permits and approvals, also called development orders, are required for the use or development of land, as indicted:

MEANS OF CORRECTION: Obtain permits and inspections for roof repairs, A/C units as well as the splitters, roof, and water heaters. Have the permits closed and final by a building inspector in order for the Code Case to be closed/complied

CASE #25-001758

Sec. 13-23 - Litter and littering material.
Sec. 13-23. - Litter and littering material.
The accumulation, placing, sweeping, blowing, scattering, throwing, or dumping of litter or littering material, such as dead plants, yard clippings, stagnant water, rubbish, debris, trash, including any wrecked, derelict or partially dismantled motor vehicles, trailers, boats, machinery, appliances, furniture or similar articles, or any unsanitary, hazardous or significant material, upon any surface area, storm water management system, or water body within the City is hereby prohibited. Blowing leaves and grass clippings into the street and/or sidewalk is prohibited.

MEANS OF CORRECTION: Remove all trash and discarded items around the dumpster area.

CASE #25-001758

Sec. 13-4 (a)(2) - Roofs and gutters
Sec. 13-4 (a)(2) - Building maintenance standards.
(a) Exterior building condition. The exterior of buildings and structures shall be maintained by the owner, operator or occupant in good repair in order to facilitate public safety and so their appearance will not constitute a blighting factor.
(2) Roofs and gutters. All roofs and gutters shall be free of dirt, grime, stains, mildew, and peeling and free from any signs of deterioration. Roofs and gutters shall be maintained in good condition to prevent water from leaking into the building, roofs and gutters must be cleaned or repainted when twenty five (25) percent or more of any single sight view shows dirt, grime, stains, mildew, peeling or any sign of deterioration.

MEANS OF CORRECTION: Repair roof by first obtaining required permits.

CASE #25-001758

Minimum standards for space; light and ventilation, basic facilities, equipment, and for maintenance.
(E) General requirements for all dwellings, dwelling units, hotels, hotel units, rooming houses and rooming units.
(1) Foundations, floors, walls, ceilings, roofs, windows, doors and all other building parts shall be structurally sound, weather tight and watertight and rodent proof and shall be kept in good repair. All roof surfaces shall be watertight. Where water is permitted to stand on a roof for cooling purposes, the roof must be designed for that purpose and proper precautionary measures taken to prevent breeding of mosquitoes and other similar insects. Gutters and downspouts, where in existence, shall be maintained in a good state of repair.
(2) Inside and outside stairways, porches, balconies, hallways, corridors and all appurtenances thereto shall be maintained in a safe condition and capable of supporting the loads set forth in the Florida Building Code and other regulatory codes of Broward County or the State of Florida. No stair riser shall exceed eight (8) inches and no stair tread shall be less than nine (9) inches. Protective railings or handrails shall be required on any

unenclosed structure over three (3) feet from the ground level and on every interior or exterior stair or stairwell of more than four (4) risers, and shall be located in accordance with the requirements of the Florida Building Code.
(3) All parts and areas subject to deterioration shall be properly maintained and suitably protected from the elements.
(4) Chimneys, smoke pipes, flues and ventilating pipes and ducts shall be maintained in a safe, properly operating condition.
(5) Every plumbing fixture, water pipe, drain, waste pipe, and gas pipe shall be maintained in a sanitary and good working condition, free from defects, leaks and obstructions.
(6) All electrical wiring and accessories shall be maintained in a safe and good working condition.
(7) All accessory structures including fences, garden walls and other similar enclosures shall be kept clean and maintained in reasonably good repair, free from infestations.
(8) Exterior premises shall be kept free from excessive growth of weeds, grass and other flora. The term "excessive" shall be interpreted as a condition, the existence of which could be detrimental to the health, safety and welfare of the occupants of the premises or to the public.

MEANS OF CORRECTION: REPEAT VIOLATION :
1) Foundations, floors, walls, ceilings, roofs, windows, doors and all other building parts shall be structurally sound, weather tight and watertight and rodent proof and shall be kept in good repair. All roof surfaces shall be watertight. Where water is permitted to stand on a roof for cooling purposes, the roof must be designed for that purpose and proper precautionary measures taken to prevent breeding of mosquitoes and other similar insects.
2) Repair all leaks that cause mold condition and unsanitary conditions for the entire building. Attain mold and water damage certificates from licensed company to remove all mold including but not limited to entire building.
3) Remove all Termites including but not limited to all three buildings. Send a Report as evidence that the property is free from termites signed and notarized by the company.
CASE #25-001758

116.1
116.1.1 Buildings or structures that in the opinion of the Building Official are, or hereafter shall become unsafe, unsanitary or deficient in adequate facilities for means of egress, or which constitute a fire or windstorm hazard, or illegal or improper use, occupancy or maintenance, or which do not comply with the provisions of the applicable Minimum Housing Code, or which have been substantially damaged by the elements, acts of God, fire, explosion or otherwise shall be deemed unsafe buildings and a permit shall be obtained to demolish the structure or bring the building to comply with the applicable Codes.

MEANS OF CORRECTION: Buildings or structures that, in the opinion of the Building Official, are, or hereafter shall become unsafe, unsanitary, or deficient in adequate facilities for means of egress, or which constitute a fire or windstorm hazard, or illegal or improper use, occupancy or maintenance, or which do not comply with the provisions of the applicable Minimum Housing Code, or which have been substantially damaged by the elements, acts of God, fire, explosion, or otherwise shall be deemed unsafe buildings, and a permit shall be obtained to demolish the structure or bring the building to comply with the applicable codes.

CASE #25-001758

Sec. 10-72. - Annual inspection and licensing of properties with residential rental units. **15 days to comply**
Sec. 10-72. - Annual inspection and licensing of properties with residential rental units.
(a) No person, natural or corporate, shall offer for rent or lease any residential rental units unless such residential rental property has been inspected by the City's Code Compliance Division and a residential rental license has been issued by the City to the owner of record of such property.
(b) Any person, natural or corporate, who [acquires ownership of residential rental property] on the effective date of this Article, or who acquires ownership of residential rental property following the effective date of this Article, and who rents or leases any residential rental units shall have thirty (30) calendar days to file an application with the City for license issuance.

(c) All licenses shall be due and payable on or before January 1 of each year and shall expire on December 31 of the succeeding year. Those licenses not renewed when due and payable shall be considered delinquent and subject to a delinquency penalty of ten (10) percent for all or any part of any month of delinquency until paid.
(d) Residential rental application fees shall be in accordance with the adopted fee schedule, which shall be established and may be amended from time to time by resolution of the City Commission.
(e) All licenses shall be issued for one (1) residential rental unit only. A separate license is required for each residential rental unit.
(f) If the owner of the residential rental dwelling or residential dwelling unit resides at the 4 premises as their permanent residence, the premises do not require a residential rental unit license and are exempt from the provisions of this Article.

MEANS OF CORRECTION: Obtain/Renew Residential Rental License from the City of Wilton Manors to operate Rental business.

This is an official notice to make you aware of violation(s) of the City Wilton Manors Code of Ordinances and/or the Florida Building Code, Broward County Edition. If you have any questions or would like additional information regarding this notice please call the officer listed below. Failure to correct the violation(s) within above time frame shall result in the case being heard before the Special Magistrate.

WHEN THE ABOVE LISTED VIOLATION IS CORRECTED YOU MUST CONTACT THE OFFICER FOR A RE-INSPECTION TO ENSURE THAT YOUR PROPERTY IS IN COMPLIANCE. IF YOU NEED TO MEET WITH A CODE OFFICER, PLEASE REQUEST AN APPOINTMENT WITH THEM. THANK YOU.

WORK WITHOUT PERMIT CASES - ARTICLE 60. REQUIRED PERMITS AND APPROVALS

IF YOU ARE BEING CITED FOR WORK WITHOUT PERMITS, COMPLIANCE IS ACHIEVED ONLY AFTER YOU HAVE APPLIED FOR AND OBTAINED ALL APPLICABLE PERMITS FROM THE CITY, YOU HAVE PASSED ALL APPLICABLE INSPECTIONS, AND YOU HAVE THE PERMIT FINALIZED AND CLOSED BY THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT. FOR PERMITTING INFORMATION CONTACT THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT AT (954) 390.2180. APPLYING FOR OR OBTAINING A PERMIT WILL NOT MEET COMPLIANCE STANDARDS.

DANGEROUS DOG CASES - CHAPTER 4

IF YOU ARE BEING CITED FOR A DANGEROUS DOG INCIDENT AND ARE FOUND IN VIOLATION OF THE MUNICIPAL CODE, THE SPECIAL MAGISTRATE MAY IMPOSE A FINE UP TO $250.00 PER DAY FOR THE FIRST VIOLATION, AND UP TO $500.00 PER DAY FOR A REPEAT VIOLATION. IF THE VIOLATION IS IRREPARABLE AND IRREVERSIBLE IN NATURE, IT MAY IMPOSE A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS ($5,000.00) PER VIOLATION. UPON A FINDING BY THE SPECIAL MAGISTRATE THAT A DOG IS DESIGNATED DANGEROUS, COMPLIANCE WITH THE PENALTIES AND RESPONSIBILITIES IN SECTIONS OF 4-15 AND 4-16 OF THE CITY'S CODE OF ORDINANCES IS REQUIRED. IF THE VIOLATION(S) IS/ARE CORRECTED BY THE TIME SPECIFIED, THIS CASE MAY STILL BE PRESENTED BEFORE THE SPECIAL MAGISTRATE. PLEASE CONTACT THE CODE COMPLIANCE UNIT AT 954-390-2151 FOR A RE-INSPECTION.

TO VIEW THE ANIMALS/DANGEROUS DOG ORDINANCE IN IT'S ENTIRETY, VISIT THE BELOW WEBSITE OR SCAN THE QR CODE

https://library.municode.com/fl/wilton_manors/codes/code_of_ordinances?nodeId=PTIICOOR_CH4AN

VACATION RENTAL CASES - CHAPTER 10

***IF YOU ARE BEING CITED FOR A VACATION RENTAL VIOLATION OF ARTICLE XIII ENTITLED "VACATION RENTAL" PROVIDES THAT THE CITY MAY REVOKE A CERTIFICATE OF COMPLIANCE WHEN THERE ARE VIOLATIONS OF ARTICLE XIII. BY VIRTUE OF THIS NOTICE, THE CITY IS INFORMING YOU THAT THE CITY MAY SEEK TO SUSPEND YOUR CERTIFICATE OF COMPLIANCE PURSUANT TO SEC 10-120(B) OF THE CITY'S CODE OF ORDINANCES. SEC 10-120(B)(1) OF THE CITY'S CODE OF ORDINANCE STATE THAT "NON-COMPLIANCE WITH ANY PROVISIONS OF THIS ARTICLE SHALL CONSTITUTE A VIOLATION OF THIS ARTICLE". PURSUANT TO THE*

*SEC 10-120(A) OF THE CITY'S CODE OF ORDINANCES. "ANY CERTIFICATE OF COMPLIANCE ISSUED PURSUANT TO THIS ARTICLE MAY BE DENIED, REVOKED, OR SUSPENDED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT SERVICES OR DESIGNEE UPON THE ADJUDICATION OF A VIOLATION OF THIS ARTICLE. RESPONDENTS' VIOLATIONS OF SEC 10-116(4)(A)(B) OF THE CITY'S CODE OF ORDINANCES CONSTITUTES VIOLATIONS OF ARTICLE XIII. AS SUCH, THE DIRECTOR OF COMMUNITY DEVELOPMENT SERVICES OR DESIGNEE MAY REVOKE YOUR CERTIFICATE OF COMPLIANCE.***

TO VIEW THE VACATION RENTAL ORDINANCE IN IT'S ENTIRETY, VISIT THE BELOW WEBSITE OR SCAN THE QR CODE

https://library.municode.com/fl/wilton_manors/codes/code_of_ordinances?nodeId=PTIICOOR_CH10LIPEBURE_ARTXIIIVARE

162.06 Enforcement procedure. (5) If the owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall: (a) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee. (b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor. (c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding. (d) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

If you decide to appeal any decision made by the Special Magistrate, you will need a record of the proceedings. In the case of an appeal, you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Abel Alberro

(954) 390.2157
aalberro@wmpd.org

POLICE

WILTON MANORS

CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

FAILURE TO COMPLY – SUMMONS TO APPEAR

Should you fail to comply with the above violation by the compliance date, you shall appear before the Special Magistrate on July 2, 2025 at 9:00 AM in the Commission Chambers at City Hall, 2020 Wilton Drive, Wilton Manors, Florida 33305. Compliance is achieved only after an inspection is conducted by the code compliance officer who determines the violation(s) to be in compliance. A code case is closed only after you receive notice from your assigned code compliance officer that your case is closed.

Should you be found in violation of the Municipal Code, the Special Magistrate may impose a fine up to $250.00 per day for the first violation, and up to $500.00 per day for a repeat violation. In addition, if the violation is irreparable and irreversible the Special Magistrate may also include fines of up to $5000.00 as well as the cost of reasonable repairs incurred by the City to bring the property into compliance, also Administrative Costs of up to $500.00.

If the violation is not corrected by the time specified for correction by the code compliance officer, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the Special Magistrate hearing. If the violation(s) is/are corrected by the time specified, this case still may be presented before the Special Magistrate. Please contact your assigned code officr, and the Code Compliance Unit at (954) 390-2151 for a re-inspection.









232




225

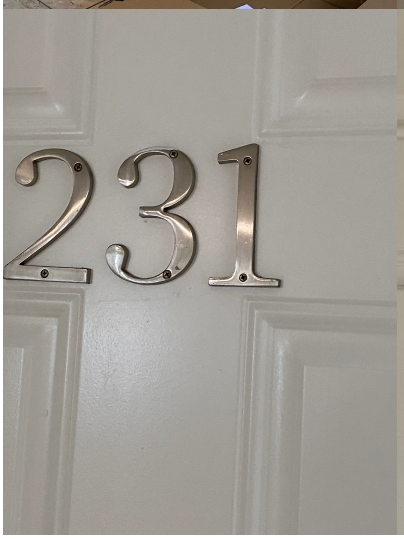




ecosmart





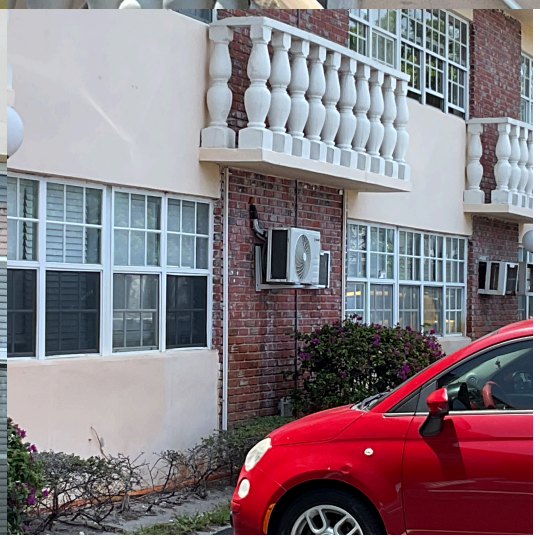

231

234





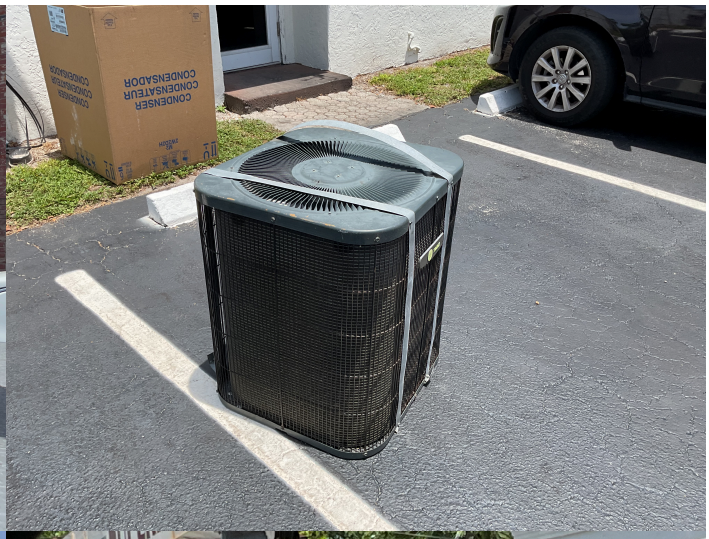












CONDENSER
CONDENSATEUR
CONDENSADOR







PERMIT PROJECT

FILE #: 25-002179
2604-2625 N ANDREWS AVENUE WILTON MANORS FL 33311
WILTON POINT APARTMENTS LLC/MULTI

	PERMIT #	SUB T\	APPLICAN	STATUS	ISSUED	EXPIRATION	CLOSED	BALANCE DUE	
	WM25-001045	Re-Roof	Guy C Wine IV	Denied				$4,273.24	
		ReRoof, TPO, 99.5 sq, 0/12 Pitch (JOB ADDRESS 2604 N ANDREWS)							
	WM25-001046	Re-Roof	Guy C Wine IV	Denied				$5,626.80	
		ReRoof BLDG A, TPO, 131 sq, 0/12 Pitch (JOB ADDRES 2625 N ANDREWS, BLDG A)							
	WM25-001047	Re-Roof	Guy C Wine IV	Denied				$4,283.64	
		ReRoof BLDG B, TPO, 100sq, 0/12 Pitch (JOB ADDRESS 2625 N ANDREWS, BLDG B)							
							Total	**$14,183.68**	



PERMIT PROJECT

FILE #: 25-001986
2625 N ANDREWS AVENUE WILTON MANORS FL 33311
REPLACE HOT WATER REPLACE HEATERS WITH. ECO SMART TANKLESS WATER HEATERS

	PERMIT #	SUB TY	APPLICAN	STATUS	ISSUED	EXPIRATION	CLOSED	BALANCE DUE	
	WM25-000963	Building Permit	Joseph Napoli	Denied				$2,301.88	
		Replace Hot Water Replace Heaters With. Eco Smart tankless water heaters (ATF)							
	CR25-000551	Contractor	Joseph Napoli	Denied				$0.00	
		Replace Hot Water Heaters With. Eco Smart tankless water heaters Awaiting state lic and corrected liability -JC 07/01/2025 Pending RM, CG, & WB review. -JC 07/02/2025 7.10.2025 DBPR license submitted for Joseph Napoli, license number CFC4747552 is not valid. QR code on documentation submitted goes to William Kirk Jynella dba First Service CGS, Inc out of Cape Coral, license number CFC1429867. RM 7.10.2025							
							Total	**$2,301.88**	



PROPERTY
PARCEL #: 494227000221
2625 N ANDREWS AVE
WILTON MANORS FL 33311

LICENSE #	SUB TYPE	DESCRIPTION	STATU	ISSUED	EXPIRATION
RRL21-000036	Other	RRL 66 units	Expired	11/16/2023	12/31/2024
RRL21-000037	Other	Wilton Pointe Apartments, LLC - void	Void		
LBT21-000118	Other	Hotel / Apt 66 units	Payment Due	09/25/2023	09/30/2024
RRL25-000043	Other	WiltonPointe Apartments, LLC	Void		
LBT19-000059	Other	Massage Establishment	Expired	02/22/2024	09/30/2024
LBT18-000104	Other	Business Advisor Consultant	Closed	11/09/2022	09/30/2023
LBT16-000152	Other	Professional - Tax preparation	Closed	12/30/2019	09/30/2020
LBT15-000054	Other	Gardener	Closed	04/20/2015	09/30/2016
LBT14-000129	Other	Message Establishment 1/19/2016 no longer in business	Closed	10/01/2014	09/30/2015
LBT14-000100	Other	Business Advisor Consultant	Closed	09/24/2014	09/30/2015
LBT14-000039	Other	Massage Establishment NO sign 10/1/2014 Per Wen - CPA moved out of city	Closed	04/16/2014	09/30/2014
LBT12-000161	Other	Hotels / Apartments / Boarding Houses (66 Apts) YES sign 2/1/2016 new owner	Closed	10/01/2014	09/30/2015
LBT12-000044	Other	Bondsman NO sign	Closed	10/01/2015	09/30/2016

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

City of Wilton Manors Police Department
2020 WILTON DR
WILTON MANORS FL 33305-2122

$8.16 US POSTAGE
FIRST-CLASS IMI
Jun 05 2025
Mailed from ZIP 33305
1 OZ FIRST-CLASS MAIL LETTER RATE
ZONE 2
11923275

endicia
063S0010282493

USPS CERTIFIED MAIL

9414 8118 9876 5448 4531 53

WILTON POINTE APARTMENTS LLC
102 NE 2ND ST # 922
BOCA RATON FL 33432-3908

Reference	RM NOV 25-001758 6525
USPS #	9414811898765448453153
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
USPS History	In Transit to Next Facility, 06/11/2025 In Transit to Next Facility, 06/10/2025 In Transit to Next Facility, 06/09/2025 Arrived at USPS Regional Facility, June 8, 2025, 8:29 am, WEST PALM BEACH FL DISTRIBUTION CENTER Arrived at USPS Regional Facility, June 7, 2025, 7:34 pm, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, June 7, 2025, 6:19 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 06/05/2025, 8:15 am, FORT LAUDERDALE, FL 33305

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Date Verified: 08/04/2025 (UTC)

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City of Wilton Manors Police Department
2020 WILTON DR
WILTON MANORS FL 33305-2122

$8.16 US POSTAGE
FIRST-CLASS IMI
Jun 18 2025
Mailed from ZIP 33305
1 OZ FIRST-CLASS MAIL LETTER RATE
ZONE 2
11923275

endicia
063S0010937442

USPS CERTIFIED MAIL

9414 8118 9876 5440 4416 46

WILTON POINTE APARTMENTS LLC
102 NE 2ND ST # 922
BOCA RATON FL 33432-3908

Reference	CCS ALBERRO NOV 25-1758 6-18-25
USPS #	9414811898765440441646
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to an individual at the address at 9:01 am on June 23, 2025 in BOCA RATON, FL 33432.
USPS History	Arrived at USPS Regional Facility, June 21, 2025, 10:54 am, WEST PALM BEACH FL DISTRIBUTION CENTER Arrived at USPS Regional Facility, June 21, 2025, 12:10 am, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, June 20, 2025, 10:55 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 06/18/2025, 7:56 am, FORT LAUDERDALE, FL 33305

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Report Design Copyright 2025 Certified Mail Envelopes, Inc. www.Certified-Mail-Labels.com www.Certified-Mail-Envelopes.com
Date Verified: 06/24/2025 06:15:54 (UTC)

UNITED STATES POSTAL SERVICE

June 24, 2025

Dear Reference CCS ALBERRO NOV 25 1758 6 18 25:

The following is in response to your request for proof of delivery on your item with the tracking number: **9414 8118 9876 5440 4416 46**.

Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	June 23, 2025, 9:01 am
Location:	BOCA RATON, FL 33432
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic
Recipient Name:	WILTON POINTE APARTMENTS LLC

Recipient Signature

Signature of Recipient:



Address of Recipient: 102 NE 2ND ST, BOCA RATON, FL 33432

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

From: aalberro@wmpd.org
Sent: 06/18/2025 - 09:00 AM
To: INFO@RDGMGMT.COM,info@terraequitygroup.com
CC: aalberro@wmpd.org,cgrande@cgasolutions.com,gblocker@wmpd.org,KEzrol@gorencherof.com,rmalaczewski@wmpd.org,cgrande@cgasolutions.com,rmoore@wiltonmanors.com
Subject: Code Violation Notice

Attachments:
Field Inspection Report for Wilton Point Apartments 6.16.2025.docx
Notice of Violation with Summons.htm

WILTON MANORS POLICE DEPARTMENT
CODE COMPLIANCE UNIT

CODE VIOLATION NOTICE

RE: Code Case File #25-001758
PROPERTY ADDRESS: 2604-2647 North ANDREWS Avenue
PROPERTY OWNER: WILTON POINTE APARTMENTS LLC

Greetings,

The Wilton Manors Police Department Code Compliance Unit has inspected a property in our City you either own, or are responsible for. A violation(s) of our Code of Ordinances was located at your property that **requires your immediate attention**. Your prompt response to correct these violation(s) followed by an inspection and determination of compliance by one of our code compliance officers is likely to result in your case being closed without further action by the City. Please know, sustained compliance will be required. Failure to act in a timely manner will result in your case being presented to a Magistrate. In the event the Magistrate rules the violation(s) exists, fines will be assessed and liens may be placed on the property until your case is determined "complied" by our code compliance staff. For more information on this case, you may contact your assigned code officer, Abel Alberro, at (954) 390.2157 or aalberro@wmpd.org. Below are additional contacts and information to further assist you. Thank you!

Wilton Manors Police Department Contacts and Information:

Code Administrative Assistant:	(954) 390.2151
Code Compliance Unit:	codecompliance@wmpd.org
Police Desk:	(954) 390.2150
Website:	www.wmpd.org
Code of Ordinances:	https://library.municode.com/fl/wilton_manors/codes/code_of_ordinances

From: aalberro@wmpd.org
Sent: 07/01/2025 - 10:45 AM
To: bgoode@abrams-law.com
CC: aalberro@wmpd.org,cgrande@cgasolutions.com ,rmalaczewski@wmpd.org,rmoore@wiltonmanors.com
Subject: Code Violation Notice

Attachments:
Notice of Violation with Summons.htm
IMG_2613.jpeg
IMG_1441.jpeg
IMG_2637.jpeg
IMG_2634.jpeg
IMG_2632.jpeg
IMG_2623.jpeg
IMG_1448.jpeg

WILTON MANORS POLICE DEPARTMENT
CODE COMPLIANCE UNIT

CODE VIOLATION NOTICE

RE: Code Case File #25-001758

PROPERTY ADDRESS: 2604-2647 North ANDREWS Avenue

PROPERTY OWNER: WILTON POINTE APARTMENTS LLC

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Code Administrative Assistant: (954) 390.2151
Code Compliance Unit: codecompliance@wmpd.org
Police Desk: (954) 390.2150

Website:	www.wmpd.org
Code of Ordinances:	https://library.municode.com/fl/wilton_manors/codes/code_of_ordinances

Wilton Point Apartments
2604 - 2647 N. Andrews Blvd. (North & South) Buildings
July 9, 2025
Scheduled walk thru meeting at 3:00 pm at building site

As agreed on a meeting held at Wilton Manors City Hall, on Thursday, July 3rd with one of the owners of the property, the project engineer, and city staff, the purpose of this walk thru was to verify that all the tenants from the damaged apartments on the second floor of all three buildings had already vacated their apartments in preparation for the re-roof and all interior repairs caused by water infiltration thru the roof into the apartments.

Present at today's walk thru were, PD Assistant Chief Brosky, PD Officer, Grande, CDS Director, Roberta Moore, Attorney Ryan Abrams and his Assistant, Code Compliance Supervisor, Abel Alberro, property owner Vino Kylnagri, property manager, Tejas Sanurwan, property owner Paul Hassenbroek and his Assistant, Fire Marshal, David Nilio, and Building Official, Claudio Grande.

At today's meeting, Attorney Abrams provided Director Moore and myself a copy of the letter that was provided today at 10:00 am, to all the tenants in the 2nd floor of all 3 buildings, notifying the tenants to vacate their apartments within 7 days of receipt of the Notice, and recommending and encourage the tenants to vacate their apartments by no later than 7:00 pm on July 9th, 2025.
The letter also offered immediate relocation at property owners' expense to Hometown Studios located at 3031 W. Commercial Blvd. in Ft. Lauderdale.

The list below is identifying the apartments that have already been vacated and the ones that are still occupied by tenants.

<u>Building # 2604</u>

- Apt. 224 – Still Occupied
- Apt. 223 – Still Occupied
- Apt. 226– Still Occupied
- Apt. 228 – Still Occupied
- Apt. 229– Vacated
- Apt. 225– Vacated
- Apt. 227– Vacated
- Apt. 231– Vacated
- Apt. 232– Vacated
- Apt. 233– Vacated
- Apt. 234– Vacated
- Apt. 230– Vacated

Building #2625 (South)

- Apt. 218– Vacated
- Apt. 219– Vacated
- Apt. 221– Vacated
- Apt. 210 – Still Occupied
- Apt. 217 – Still Occupied
- Apt. 211 – Still Occupied
- Apt. 212 – Still Occupied
- Apt. 214 – Still Occupied
- Apt. 215 – Still Occupied
- Apt. 216 – Still Occupied
- Apt. 220 – Still Occupied
- Apt. 222 – Still Occupied

Building #2625 (North)

- Apt. 209 – Still Occupied
- Apt. 207 – Still Occupied
- Apt. 205 – Still Occupied
- Apt. 206 – Still Occupied
- Apt. 201 – Still Occupied
- Apt. 202 – Still Occupied
- Apt. 203– Vacated
- Apt. 204– Vacated
- Apt. 208– Vacated

We spoke with most of the tenants of the occupied apartments, and they mentioned that they were already preparing to vacate the apartments in the next couple of days.
A few tenants that only spoke Spanish, and were not understanding what they needed to do, we explained what they needed to do moving forward.

This report was prepared on July 9th, 2025 by:

Building Official, Claudio Grande

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SPECIAL MAGISTRATE FINAL ORDER
REPEAT VIOLATOR

CITY OF WILTON MANORS
Petitioner
vs.
WILTON POINTE APARTMENTS LLC
Respondent

IN RE: Case No. 25-001758

Hearing Date: July 2, 2025
Violation(s): FBC (2014) 110.15 40 Year Inspection Program, Sec. 045-100 (E). - Dumpsters, Sec. 060-010 Required Permit Approvals, Sec. 13-23 - Litter and littering material., Sec. 13-4 (a)(2) - Roofs and gutters, Sec. 5-58 (E) MHS- General Requirements (Broward County Code), 116.1, Sec. 10-72. - Annual inspection and licensing of properties with residential rental units.,

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. At the subject hearing the PETITIONER City entered into the record evidence of proper notice to the RESPONDENT thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing.

The record indicates that the RESPONDENT owns the real property located at: 2604-2647 North ANDREWS Avenue, WILTON MANORS, FL 33311 and more particularly described as follows: **Folio No.:**494227000221

SEE EXHIBIT "A" LEGAL DESCRIPTION

Based upon the statements made by the RESPONDENT and/or the evidence and testimony submitted by the PETITIONER, the RESPONDENT is hereby found to be:

☑ **In Violation** ☐ **Dismissed** ☐ **Continued to:** _____ at **9:00 a.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305. __
IRREVERSIBLE & IRREVOCABLE

-FINES / FEES-

ADMINISTRATIVE COSTS: $ 225.00 ADMINISTRATIVE COSTS AND FINES DUE BY: AUGUST 2, 2025 TOTAL AMOUNT DUE: $2,225.00
$ $2,000.00

1. FINE AMOUNT(S): $500 FOR SEC 045-100 AND 5 DAYS TO COMPLY 7/7/25
2. $500 FOR SEC 060-010 REQUIRED PERMIT APPROVALS. 30 DAYS FOR AC UNITS AND WATER HEATERS 8/1/25, AND 10 DAYS FOR TEMPORARY WATERPROOFING MEASURES FOR ROOF 7/12/25 30 DAYS FOR ROOF PERMITS TO BE OBTAINED, OR $500 PER DAY FINES. 90 DAYS FROM PERMIT ISSUANCE, FOR ALL ROOF PERMITS TO BE CLOSED AND FINALED TO COMPLY OR $500 PER DAY FINES
3. $500 FOR SEC 13-23 LITTER AND LITTERING MATERIAL 5 DAYS TO COMPLY 7/7/25 OR $500 PER DAY FINES
4. $500 FOR SEC 5-58 (E) GENERAL REQUIREMENTS, 30 DAYS TO COMPLY, A MOLD AND TERMITE REPORT IS DUE FROM A LICENSED PROFFESSIONAL FOR EACH BUILDING AND UNIT OR $500 PER DAY FINES, REMEDIATION WORK TO BE COMPLETED WITHIN THE 30 DAY COMPLIANCE DATE 8/1/25 OR $500 PER DAY FINES.
5. 90 DAYS FROM ISSUANCE OF ROOFING PERMIT FOR 13-4, ROOFS AND GUTTERS, OR $250 PER DAY FINES 8/1/25
6. TENANT PRESENT AT HEARING WILL BE MOVED INTO A HOTEL AT THE OWNERS EXPENSE, UNTIL A LIVEABLE UNIT, THAT HAS BEEN DEEMED SUFFICIENT BY THE CITY IS, PREPARED FOR HERSELF AND HER SON TO OCCUPY, THE OWNER WILL BE WAIVING HER PAST DUE BALANCE FOR HER CURRENT UNIT.

-TIME / PENALTY-

And the RESPONDENT is given until ** SEE COMPLIANCE DATES ABOVE to remedy the violation. Failure to do so will result in a **per diem fine** of

** SEE PENALTIES ABOVE ($) for each day the RESPONDENT'S property

remains in violation beyond the date set for compliance. This matter is scheduled for a certification hearing on October 8, 2025 at **9:00 a.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

WITNESSES: ☐ **HOLINKO** ☐ **MOORE** ☐ **WELLINGTON** ☑ **ALBERRO** ? **ROQUE** ? **ENNIS** AND:

Attorney Abrams, Property Owner, tenant

EVIDENCE PRESENTED: ☐ **Proof of Service** ☐ **BCPA** ☐ **Photos**
Other _____

Failure to correct the violation and pay the accrued fines / fees by date required may result in the execution of a NOTICE OF LIEN which may be recorded in the public records of Broward County, Florida, thereafter constituting a lien on the real or personal property of the RESPONDENT as provided by law.
Done and Ordered this 2 day of JULY, 2025 CITY OF WILTON MANORS, FLORIDA

Clerk to the Hearing Officer

HEARING OFFICER

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this **July 2, 2025** by ___Theresa Edwards or ___ Andre Mckenney, Hearing Officer and Rachelle Malaczewski, Clerk to the Hearing Officer, who are personally known to me or who have produced _____ as identification.

Patricia A. Staples
Notary Public

May 14, 2026
My Commission Expires

HH217070
Serial Number, if any

PATRICIA A. STAPLES
MY COMMISSION # HH 217070
EXPIRES: May 14, 2026

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

City of Wilton Manors Police Department
2020 WILTON DR
WILTON MANORS FL 33305-2122

$8.16 US POSTAGE
FIRST-CLASS IMI
Jul 07 2025
Mailed from ZIP 33305
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USPS CERTIFIED MAIL

9414 8118 9876 5441 8756 79

WILTON POINTE APARTMENTS LLC
102 NE 2ND ST # 922
BOCA RATON FL 33432-3908

Reference	RM FO 25 1758 7-2-25
USPS #	9414811898765441875679
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
USPS History	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. In Transit to Next Facility, 07/13/2025 In Transit to Next Facility, 07/12/2025 In Transit to Next Facility, 07/11/2025 Arrived at USPS Regional Facility, July 10, 2025, 11:19 am, WEST PALM BEACH FL DISTRIBUTION CENTER Arrived at USPS Regional Facility, July 9, 2025, 4:55 pm, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, July 9, 2025, 3:40 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 07/07/2025, 7:54 am, FORT LAUDERDALE, FL 33305

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Date Verified: 09/05/2025 (UTC)

CODE ENFORCEMENT SPECIAL MAGISTRATE
FOR THE CITY OF WILTON MANORS

CITY OF WILTON MANORS
FLORIDA,

CASE NO. 25-001758

Petitioner,

v.

WILTON POINTE APARTMENTS LLC,

Respondent.

MOTION FOR EXTENSION OF TIME TO COMPLY WITH ALL PENDING DEADLINES

COMES NOW, WILTON POINTE APARTMENTS, LLC, ("Wilton Pointe"), by and through undersigned counsel, and respectfully requests that the Code Enforcement Special Magistrate for the City of Wilton Manors extend all pending deadlines for compliance by ninety (90) days in pending code enforcement case 25-001758, and in support thereof states:

1. On June 3, 2025, the Wilton Manors Code Compliance Unit issued a Notice of Violation requiring compliance with certain code provisions within thirty (30) days. On July 2, 2025, the City's Special Magistrate presided over a hearing in this case, and compliance was ordered based on specific deadlines, where are interrelated. The overarching issue is a roof that needs to be replaced in three different apartment buildings with a total of 66 apartments. The most urgent concern for the City expressed at the hearing was the safety of tenants residing in the second floor units, which had sustained ceiling damage caused by water leaks through the roof. The water leaks had caused mold issues in many second floor units.

2. To achieve compliance, the Special Magistrate ordered that Wilton Pointe must 1) repair all maintenance issues (which may require a permit), 2) have a mold remediation company inspect the property, 3) send a finalized mold remediation certificate to the Board as evidence of

containing compliance, 4) obtain permits and inspections for roof repairs, A/C units, and water heaters; 5) have the permits closed by a building inspector, and 6) repair the dumpster.

3. The following deadlines were given: 10 days to install a temporary protective roof barrier; 14 days to secure the dumpster and eliminate litter; 30 days to obtain a mold assessment report; 60 days to remediate all mold damage on the premises; 30 days to obtain permits issued by the City; 90 days to complete all work required by the permits.

4. The following compliance efforts have been completed in good faith to date:

i. A mold assessment report was timely obtained within 30 days.

ii. Tarps were installed on portions of the roofs within 10 days along with water pumps, but there were logistical challenges to placing tarp on all areas on the roof because of the flat roof design.

iii. Permits are in progress for the A/C repairs and water heaters.

iv. Tenants on the second floor of all buildings were notified to vacate their units and were provided with a complimentary hotel stay for approximately two weeks. After that, due to the extensive roof replacement that will be required and the timeline for completion, second-floor tenants were notified that the lease would be terminated as authorized by the lease agreement under these circumstances. Safety of tenants has been paramount as shown by this action. The loss of rental income from 22 second floor units has been financially detrimental to Wilton Pointe.

v. Detailed plans by a licensed engineer for a new roof replacement were completed and a building permit application was submitted to the City by Titan Roofing within 30 days. However, that permit cannot proceed at this

time due to funding challenges, which are expected to be resolved by the third week of September.

vi. Dumpster area was secured and debris removed within 14 days.

5. Wilton Pointe has been working diligently to secure adequate funding for the roof repairs required to bring the property into full compliance. However, there have been challenges with securing funding. Wilton Pointe expects to have funding for the new roof by the third week of September, 2025.

6. The current compliance deadlines do not account for the time required to secure adequate funding for the extensive repairs required with approximately half of all rental income eliminated. Granting this extension serves the public interest by ensuring that all repairs are done with adequate funding and resources to achieve lasting compliance with the code. Accrual of approximately $2,000 in daily fines while good faith efforts progress toward full compliance would be inequitable. It is in the public interest to prioritize compliance over financial penalties where justified. The public interest favors allowing funds to be allocated to compliance efforts and building restoration costs rather than to the City as penalties.

7. Section 162.09(2)(b), Florida Statutes provides that fine amounts must take into account "actions taken by the violator to correct the violation" and the "gravity of the violation". Here, the actions taken thus far have been meaningful and comprehensive. Further, they were effective because tenants are mostly vacated from the second floor of all buildings, which mitigates a safety concern the city rightfully has prioritized.

8. This request is not made for the purposes of delay, and there will be no further extensions requested.

9. No additional safety risks will be created during this extension period because affected units have been vacated.

WHEREFORE, WILTON POINTE APARTMENTS LLC respectfully requests that the Board grant this Motion for Extension and extend all deadlines for compliance by ninety (90) days.

Respectfully submitted,

ABRAMS LAW FIRM, P.A.
Attorney for Respondent
888 SE 3rd Avenue, Suite 400
Fort Lauderdale, FL 33316
rabrams@abrams-law.com
(954) 332 2358

/s/ Ariel Grosfeld, Esq.
Ryan Abrams, Esq.
Florida Bar no. 111323
Sydney Satz, Esq.
Florida Bar no. 1058303
Ariel Grosfeld, Esq.
Florida Bar No. 1058984

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail this 20 day of August, 2025, to all interested parties.

/s/ Ariel Grosfeld, Esq.
Ariel Grosfeld
Florida Bar No. 1058984

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

Record & Return to:

Wilton Manors Police Department
Code Compliance Unit
ATTN: Rachelle Malaczewski
2020 Wilton Drive
Wilton Manors, FL 33305-2122

CITY OF WILTON MANORS
COUNTY OF BROWARD
STATE OF FLORIDA

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Case No. 25-001758 Order Imposing Fine and Lien

WITNESS my hand and official seal in the City of Wilton Manors, Broward County, Florida, this 8th day of October 20

Patricia Staples
Assistant City Clerk

CITY OF WILTON MANORS
Petitioner
vs.
WILTON POINTE APARTMENTS LLC
Respondent

RE: Case No. 25-001758

ORDER IMPOSING FINE AND LIEN

THIS CAUSE FIRST CAME, by administrative Hearing, before the undersigned Special Magistrate of the City of Wilton Manors, Florida on **July 02, 2025**, after due notice to the Respondent, at which time the Special Magistrate heard testimony under oath, received evidence, determined findings of fact and conclusions of law and thereupon issued a Final Order. The Final Order found the Respondent to be in violation of Wilton Manors Code of Ordinances Section(s): **FBC (2014) 110.15 40 Year Inspection Program - 40 Year Building Safety Inspection ProgramSec. 045-100 (E). - Dumpsters - Sec. 045-100(E). - Dumpsters - Enclosure requirementsSec. 060-010 Required Permit Approvals - Required Permit Approvals - generallySec. 13-23 - Litter and littering material. - Litter and littering material.Sec. 13-4 (a)(2) - Roofs and gutters - Roofs and guttersSec. 5-58 (E) MHS- General Requirements (Broward County Code) - Minimum Standards - General Requirements116.1 - GeneralSec. 10-72. - Annual inspection and licensing of properties with residential rental units. - Annual inspection and licensing of properties with RRL**. The subject violation occurred at the RESPONDENTS' real property located at **2604-2647 North ANDREWS Avenue** , within the City of Wilton Manors and more particularly described as follows:

Folio # - 494227000221
Legal Description - 27-49-42 N 200 OF S1/2 OF SE1/4 OF SE1/4 OF NW1/4 LYING W OF N ANDREWS AVE LESS W 25 & LESS N 175 OF W 75 AS PER OR 32785/28

Said Final Order required the Respondent to take corrective action to remedy the violation by a set compliance date. Under oath the Code Officer testified to the Special Magistrate on **October 08, 2025**, that the required corrective action **had not** taken place by the compliance date set out in the Final Order in this case and that in fact the RESPONDENT'S property is in **violation**. The Code Enforcement Officer further testified that the

RESPONDENT **? failed** to pay the Administrative costs imposed by the Final Order. In determining the amount of the fine, the Special Magistrate has considered all factors set forth in §162.09(b), Fla. Stat.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. A daily fine in the amount of **$ 500.00** is hereby imposed commencing on **8/2/25**. In addition a fine for repeat violation(s) **$2000.00** was ordered on **7/2/25** and due by **8/2/25** which remains unpaid. The property has been in violation for **68** days **$34,000.00** + **$ 225.00** Administrative Costs totaling **$ 36,225.00** to be certified. The fine shall continue to accrue until compliance has been met.

2. The fine set out above shall, pursuant to Chapter 162 Florida Statutes, constitute a lien against the real property on which the violation exists and upon any other real or personal property of the RESPONDENT and the PETITIONER City may record a true copy of this order in the Public Records of Broward County, Florida.

3. After three (3) months from filing this lien, if it remains unpaid, the City Attorney may, subject to City Commission approval, foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

DONE AND ORDERED on **October 08, 2025**

CITY OF WILTON MANORS, FLORIDA

Theresa Edwards
Special Magistrate

Special Magistrate Clerk

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 8th day of OCTOBER, 2025 by ? Theresa Edwards or ? Andre Mckenney, Special Magistrate and Rachelle Malaczewski, Clerk to the Special Magistrate respectively, who are personally known to me or have produced _____ as identification SWORN TO AND SUBSCRIBED BEFORE ME this 8th day of OCTOBER, 2025

Notary Public

My Commission Expires:

Serial Number, If any:

KIMBERLY HOLINKO
Notary Public - State of Florida
Commission # HH 430341
My Comm. Expires Aug 7, 2027
Bonded through National Notary Assn.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent by Regular U.S. Mail and Certified/Return Receipt this **8** day of **OCTOBER**, 2025

to the RESPONDENT.

Special Magistrate Clerk, Rachelle Malaczewski

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

City of Wilton Manors Police Department
2020 WILTON DR
WILTON MANORS FL 33305-2122

$8.86 US POSTAGE
FIRST-CLASS IMI
Oct 13 2025
Mailed from ZIP 33305
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ZONE 2
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USPS CERTIFIED MAIL

9414 8118 9876 5470 3276 06

WILTON POINTE APARTMENTS LLC
102 NE 2ND ST # 922
BOCA RATON FL 33432-3908

Reference	RM RECORDED LIEN 25 1758
USPS #	9414811898765470327606
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to an individual at the address at 9:19 am on October 17, 2025 in BOCA RATON, FL 33432. Your item was delivered to an individual at the address at 9:19 am on October 17, 2025 in BOCA RATON, FL 33432.
USPS History	Your item was delivered to an individual at the address at 9:19 am on October 17, 2025 in BOCA RATON, FL 33432. Arrived at USPS Regional Facility, October 16, 2025, 8:57 am, WEST PALM BEACH FL DISTRIBUTION CENTER Arrived at USPS Regional Facility, October 15, 2025, 6:07 pm, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, October 15, 2025, 4:52 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 10/13/2025, 1:01 pm, FORT LAUDERDALE, FL 33305

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Date Verified: 10/18/2025 (UTC)

UNITED STATES POSTAL SERVICE

October 18, 2025

Dear Reference RM RECORDED LIEN 25 1758:

The following is in response to your request for proof of delivery on your item with the tracking number: **9414 8118 9876 5470 3276 06**.

Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	October 17, 2025, 9:19 am
Location:	BOCA RATON, FL 33432
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic
Recipient Name:	WILTON POINTE APARTMENTS LLC

Recipient Signature

Signature of Recipient:



Address of Recipient: 102 NE 2ND ST, BOCA RATON, FL 33432

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

UNITED STATES POSTAL SERVICE

October 18, 2025

Dear Reference RM RECORDED LIEN 25 1758:

The following is in response to your request for proof of delivery on your item with the tracking number: **9414 8118 9876 5470 3276 06**.

Item Details

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Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic
Recipient Name:	WILTON POINTE APARTMENTS LLC

Recipient Signature

Signature of Recipient:



Address of Recipient: 102 NE 2ND ST, BOCA RATON, FL 33432

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

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Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

SIX FOUR

May 24th, 2024

RE: Termination of Management Contract

Dear Mr. Kulhari,

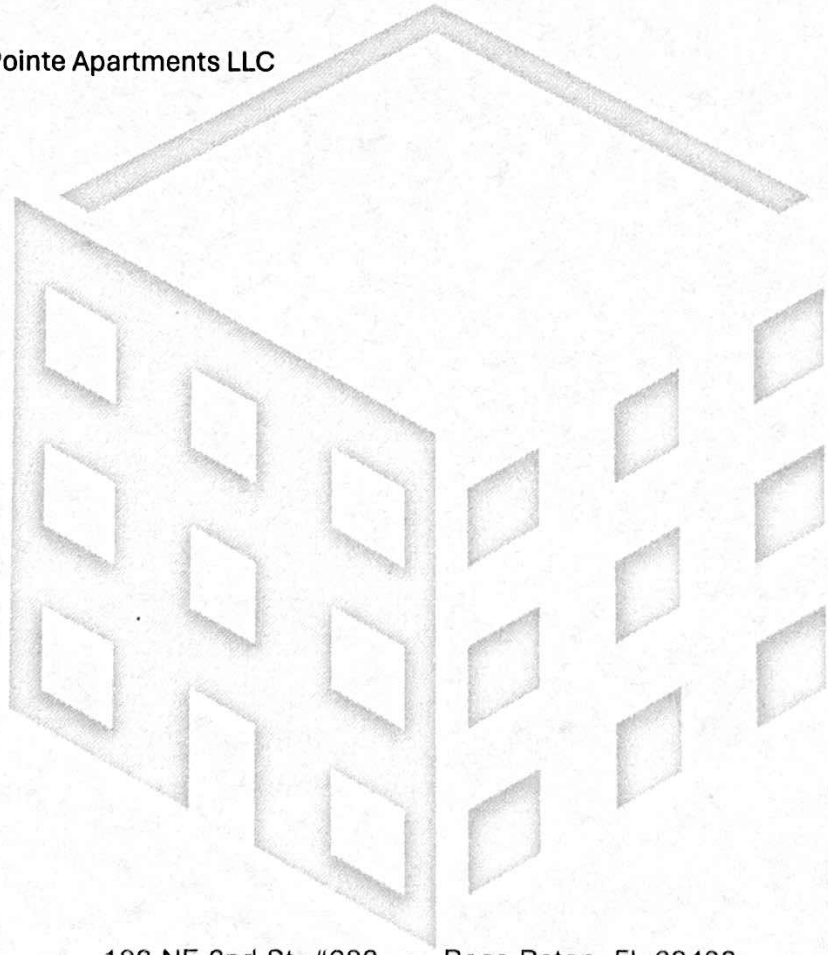
RDG Management's contract to manage Wilton Pointe Apartments is hereby terminated. This letter serves as your 30 day advance written notice as of today, May 24th, 2024.

RDG should collect rents and a management fee for June. The last day of management shall be June 24th, 2024.

A list of documents, accounts., etc. to be transferred to the new manager will follow. I look forward to working with you on a smooth transfer.

Sincerely,

Paul Hassebroek
Manager, Wilton Pointe Apartments LLC



102 NE 2nd St. #922 • Boca Raton, FL 33432
hello@sixfourassetmanagement.com • 561.447.9648 • sixfourassetmanagement.com

RDG
MANAGEMENT

Naomi Nunez
Property Manager
RDG Management, LLC
1779 N. University Drive, Suite 203
Pembroke Pines, FL 33024
Phone: (954) 987-6876
Email: naomi@rdgmgmt.com

07/23/2025

To:

Karl J. Kahn
2625 N Andrews Avenue , Unit 214
Wilton Manors, FL 33311

RE: Lease Termination – Unit 214 | 2625 N Andrews Avenue
Wilton Manors, FL 33311

Dear Karl,

I hope this letter finds you well. I am writing to notify you, in my capacity as Property Manager for RDG Management, LLC, that your current lease agreement dated 02/01/2025, for **Unit 214** at **Wilton Pointe Apartments** is hereby being **formally terminated** in accordance with applicable lease provisions and Florida Statute § 83.56(1).

As outlined in **Paragraphs 27 and 32 of your Lease Contract**, the landlord may terminate the lease upon written notice when the condition of the premises poses a significant habitability concern or where ongoing repairs or health risks interfere with safe occupancy. In this case, **ongoing roof leaks** and the resulting **mold conditions** on the second floor have created an unsafe environment for continued residential occupancy. Furthermore, the unit has been scheduled for a full **rehabilitation and renovation**, which will render the premises temporarily uninhabitable during construction.

Accordingly, this letter serves as your **7-day written notice of lease termination**, and we respectfully request that you **vacate the unit no later than July 30, 2025**. Upon

timely and proper surrender of possession in accordance with Paragraphs 47 and 52 of your lease, you will receive a **full refund of your $500.00 security deposit**, subject to any lawful deductions for unpaid rent or property damage beyond normal wear and tear.

We acknowledge that this termination is landlord-initiated due to material safety and construction-related concerns; therefore, you will not be subject to any early termination penalties or liquidated damages pursuant to the lease's Choice of Damages Addendum.

Should you need assistance with relocation or have questions about your move-out responsibilities, please do not hesitate to contact me directly.
Thank you for your cooperation and understanding during this process. We wish you the best in your future housing.

Sincerely,
Naomi Nunez
Property Manager
RDG Management, LLC
on behalf of Wilton Pointe Apartments, LLC






1920
NOTICE





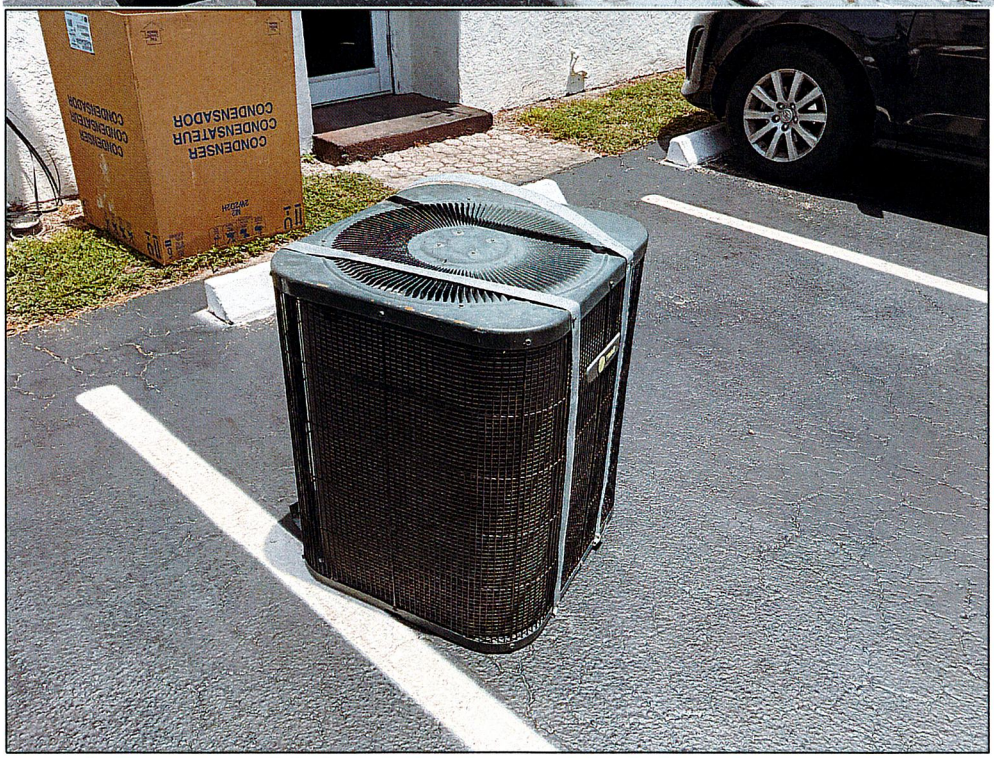





Comfortstar






CONDENSER
CONDENSATEUR
CONDENSADOR


WERNER





DO NOT REMOVE

CITY OF WILTON MANORS
COMMUNITY DEVELOPMENT SERVICES DEPARTMENT
2020 WILTON DRIVE, WILTON MANORS, FLORIDA

STOP WORK ORDER

Permit # Violation of FBC 105.1 Date 5/29/2025

Address 2604 NE 3 AVE Apts. # 225, 231, 232, 234

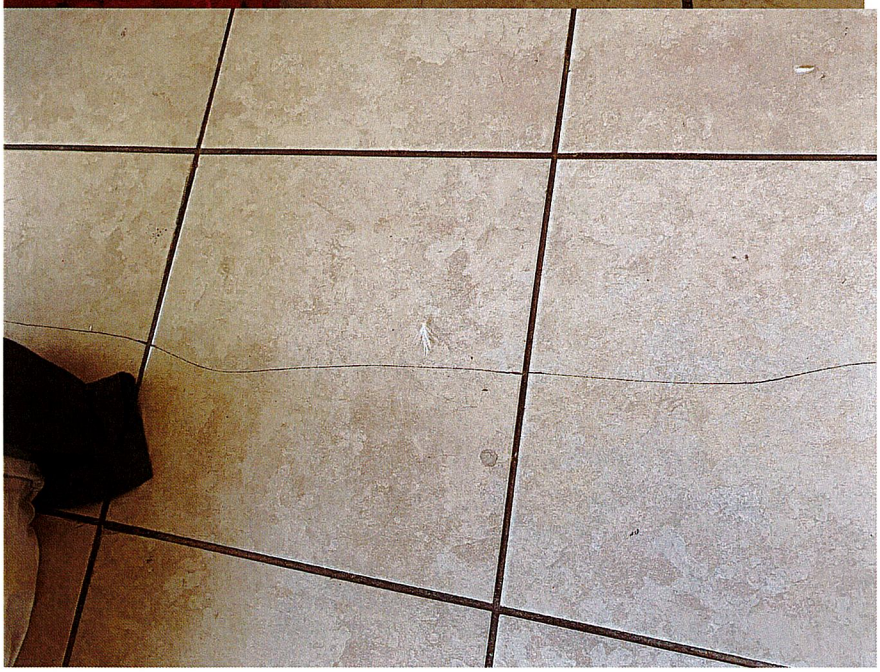
Because of Drywall Repairs to ceiling work without Approved building permits, Tile floors are cracked and sagging due to water damage, Replacement of Water heaters with Tankless W.H.

INSPECTION FEE IS REQUIRED ☒ YES ☐ NO 954-390-2180

Roof Trusses and floor system must be evaluated by a Structural Engineer

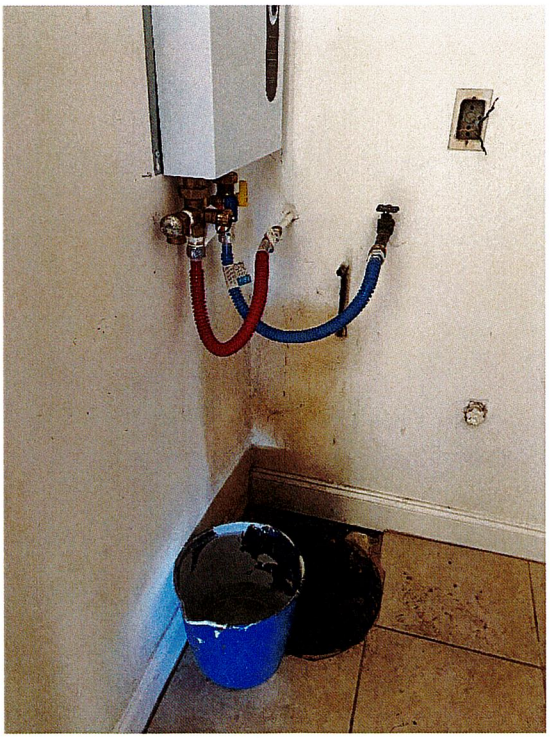
Signed _____ Inspector # _____





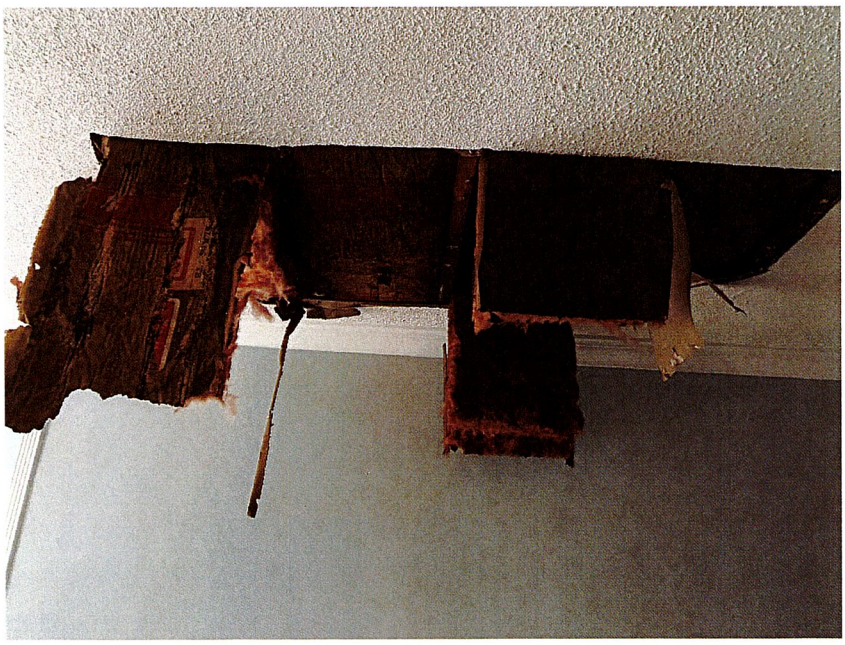


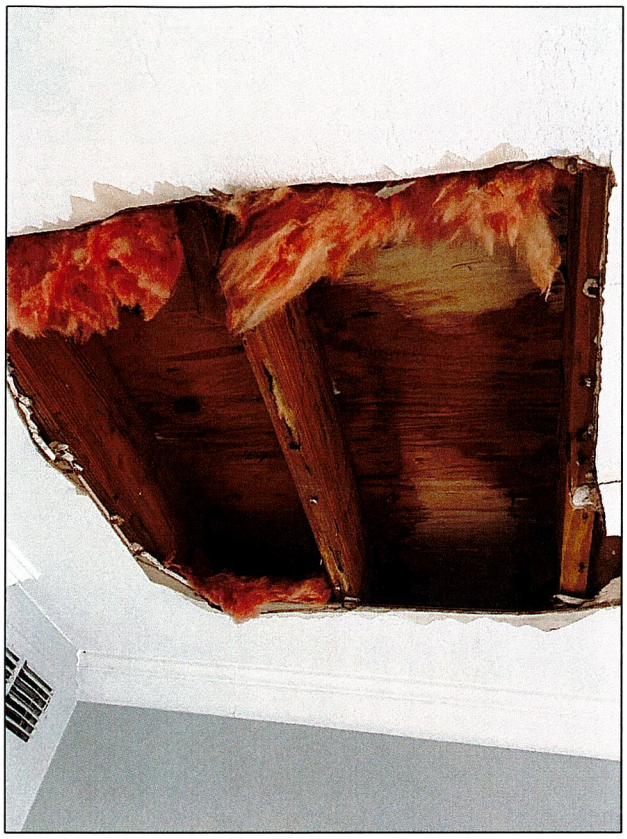


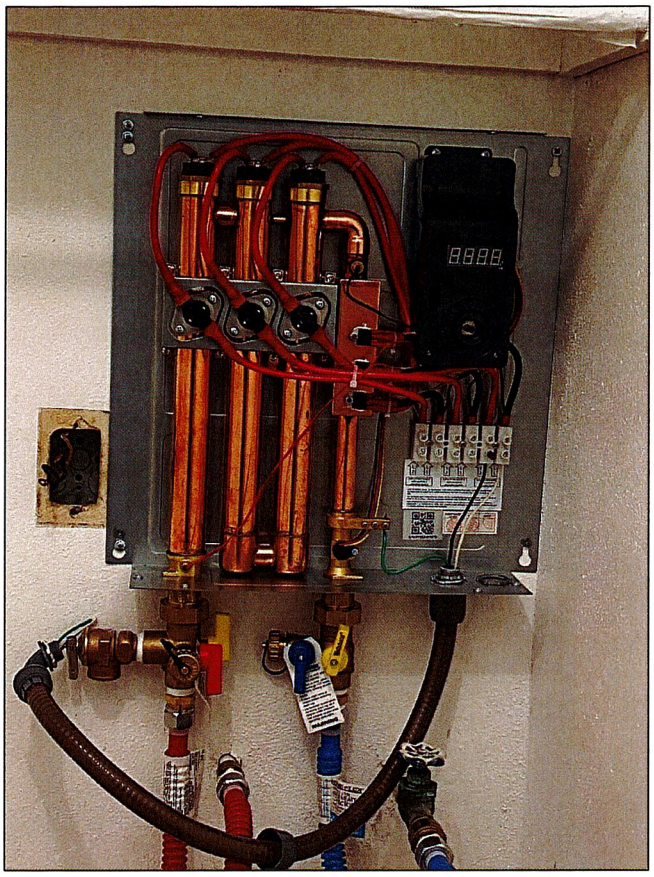
















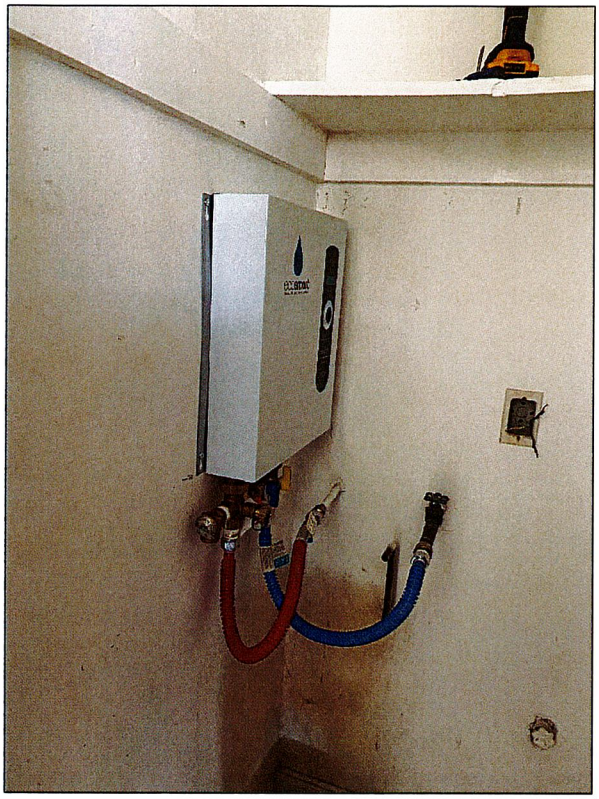





231




ecosmart
TANKLESS WATER HEATERS







TO: Note to File

FROM: Izabella Mesa, Code Administrative

DATE: April 9, 2026

REFERENCE: Quality Assurance Review – Lien Foreclosure - Case 25-003701

QUALITY ASSURANCE REVIEW - LIEN FORECLOSURE

Case #: 25-003701 **Case opened on:** December 15, 2025 **Code Officer:** Abel Alberro

Owner Name: Wilton Pointe Apartments LLC
Property Address: 2604 – 2647 N. Andrews Avenue, Wilton Manors, FL 33311

Violations		
Section	**Title**	**Description**
Sec. 116.1	Unsafe Structures	General
Sec. 13-4 (c) (1-4)	Hazardous/unsanitary conditions/unsafe property	Hazardous/unsanitary conditions/unsafe property
Notice of Violation (Initial)		
Certified Mail Sent		December 18, 2025
Certified Mail Delivered		Still in Transit
Certified Mail Signature		☐ Yes ☒ No
Posted on Property		December 18, 2025
Special Magistrate		
☒ In Violation ☐ No Violation		January 7, 2026
Property Representative Present		☒ Yes ☐ No
Property Representative Name(s)/Relation		Ryan Abrams; Paul Hassebroek
Final Order		
Certified Mail Sent		January 8, 2026
Certified Mail Delivered		Still in Transit
Certified Mail Signature		☐ Yes ☒ No
Posted on Property		January 7, 2026
Order Imposing Fine and Lien		
Certified Mail Sent		April 9, 2026
Certified Mail Delivered		Still in Transit
Certified Mail Signature		☐ Yes ☒ No
Posted on Property		April 9, 2026
Fines Assessed / ($) per day		
$250.00 Fine Start Date		March 1, 2026
Certification Date		April 8, 2026
Lien Filed w/ County		April 9, 2026
Compliance Date		None as of 4.9.2026
Days in Violation		40 as of 4.9.2026

Administrative Fee Paid ($225.00)	☐ Yes ☒ No
Total Lien	$10,225.00 as of 4.9.2026

Section	Title	Description	Current Status
Sec. 116.1	Unsafe Structures	General	Not Complied
Sec. 13-4 (c) (1-4)	Hazardous/unsanitary conditions/unsafe property	Hazardous/unsanitary conditions/unsafe property	Not Complied

PERMITTING HISTORY

Permitting – WILTON POINTE APARTMENTS LLC (Property Owner)		
Section	**Title**	**Status**
WM26-000196	Re-Roof	Issued
WM25-001045	Re-Roof	Withdrawn
WM25-001046	Re-Roof	Withdrawn
WM25-001047	Re-Roof	Withdrawn
WM25-000963	Building Permit	Withdrawn
WM24-001765	Asphalt/Pavers Permit	Finaled
WM23-001506	Plumbing Permit	Finaled
WM21-001344	Plumbing Permit	Finaled
WM22-000749	Signs	Finaled

FILE SUMMARY REPORT
April 09, 2026

FILE INFORMATION

File #:	25-003701	**Address:**	2604-2647 North ANDREWS Avenue
Status:	Open - Recorded Lien	**Parcel #:**	494227000221
Open Date:	12/15/2025	**Description:**	Failure to adhere to City's Unsafe Structure Ordinance and Florida Building Code Unsafe Structure Ordinance.
Close Date:		**Owner Name:**	WILTON POINTE APARTMENTS LLC
Type:	Code Compliance	**Owner Address:**	102 NE 2 ST #922 BOCA RATON, FL 33432

CONTACTS

CONTACT	ASSOCIATION	CONTACTTYPE	ADDRESS	PHONE
Abrams Law Firm, P.A. Bethany Goode		Citizen		Work: (954) 332-2358
Project Boca Paul		Property Owner		Mobile: (561) 565-0422
RDG MANAGEMENT		Responsible Party	Company Address: 1779 N UNIVERSITY DR STE 203, PEMBROKE PINES FL 33024	
Wilton Point LLC Judith Marra		Property Owner		Mobile: (201) 396-7297
Wilton Point LLC Vinod Kulhari		Property Owner		Work: (954) 987-6879 Mobile: (954) 658-6690
Wilton Point Tenant Shanica Lanier		Citizen	Home Address: 2604	Mobile: (678) 663-1485
Abrams Law Firm, P.A. Ryan Abrams		General Public		

INSPECTIONS

TYPE	INSPECTION DATE	INSPECTOR	DESCRIPTION	STATUS
Inspection	12/15/2025	Abel Alberro	On 11/17/25 the Code Compliance Unit received a complaint from Mrs. Latoya reporting that the roof of Unit 129, located on the first floor of the building facing 3rd Avenue, had partially collapsed. Supervisor Alberro and Building Official Claudio Grande responded to the location and met with Mrs. Latoya, who granted access for an inspection. Upon entering the unit, both the Code Supervisor and the Building Official observed a significant opening in the roof. Photographs were taken, and video documentation was captured using a Body-Worn Camera. As per the Building Official a letter was sent to the property owners advising that by December 9th, 2025 re-roofing permits and repairs had to be submitted or a Notice of Violations will be issued regarding Unsafe conditions of the building.	

ACTIVITIES

TYPE	ACTIVITY DATE	ASSIGNED TO	DESCRIPTION	STATUS
Notice of Violation with Summons	12/15/2025	Abel Alberro		
Mail Sent - NOV With Summons	12/18/2025	Izabella Mesa	Label # 9414811898765432455835 WILTON POINTE APARTMENTS LLC 102 NE 2 ST #922 BOCA RATON FL 33432 Supervisor Alberro emailed the NOV with Summons to all contacts in the case file.	
Posting Properties	12/18/2025	Levingstone Ennis	NOV POSTING	
Posting Properties	01/07/2026	Levingstone Ennis	FINAL ORDER POSTING	
Special Magistrate Hearing	01/07/2026	Abel Alberro	1/7/26 In Violation. Given until 2/28/26 to comply or $250 per day. $225 admin fee due by 2/7/26. Fines to be certified 3/4/26	In Violation
Mail Sent - Final Order	01/08/2026	Izabella Mesa	Label # 9414811898765434851758 WILTON POINTE APARTMENTS LLC 102 NE 2 ST #922 BOCA RATON FL 33432	
Special Magistrate Hearing	03/04/2026	Abel Alberro	1/7/26 In Violation. Given until 2/28/26 to comply or $250 per day. $225 admin fee due by 2/7/26. Fines to be certified 3/4/26	Continued
Posting Properties	03/05/2026	Levingstone Ennis	ORDER IMPOSING FINE AND LIEN	
Mail Sent - Final Order	03/06/2026	Izabella Mesa	Label # 9414811898765436461771 WILTON POINTE APARTMENTS LLC 102 NE 2 ST #922 BOCA RATON FL 33432	
Lien Foreclosure Activity	03/09/2026	Gary Blocker	The following is information associated with code case numbers 23-001945, 24-002444 and 25-001758. On Monday, March 9, 2026 at 8:00 am, members of our leadership team, front line staff, and our Legal Unit met to discuss the current status of the code violations at Wilton Pointe Apartments. Following our discussion, it was determined by Building Official Claudio Grande the current situation at this property did not constitute an unsafe structure situation, and forward progress was being achieved in the permitting aspect of the pathway to voluntary compliance. It was also mentioned the sale of the property is progressing in a positive direction. Given the totality of these circumstances a unified decision was made not to pursue foreclosure against the eligible liens attached to this property at this time, and instead allow the progress toward voluntary compliance and sale of the property to continue. Due to this decision, no further lien foreclosure action will be taken, and we will consider foreclosure in the future in alliance with police department policy. Meeting Attendees: Kerry Ezrol, City Attorney, Abel Alberro, Code Supervisor, Gary Blocker, Chief of Police, Claudio Grande, Building Official, David Nilio, Fire Marshall, Roberta Moore, Director CDSD, Jeremy Cramarossa, Assistant to CM, Azita Behmardi, A/City Manager, and Leigh Ann Henderson, City Manager	
Special Magistrate Hearing	04/08/2026	Abel Alberro	1/7/26 In Violation. Given until 2/28/26 to comply or $250 per day. $225 admin fee due by 2/7/26. Fines to be certified 3/4/26 3/4/26 CONTINUED TO 4/8/26 4/8/2026 FINES CERTIFIED. LIEN RECORDED 4/9/2026	Certified
Mail Sent - Certification Order	04/09/2026	Izabella Mesa	Label # 9407111898765522021491 WILTON POINTE APARTMENTS LLC 102 NE 2 ST #922 BOCA RATON, FL 33432	

VIOLATIONS

VIOLATION	STATUS	DATES	COMMENTS
116.1 - General	Open	Open Date: 12/15/2025	Buildings or structures that in the opinion of the Building Official are, or hereafter shall become unsafe, unsanitary or deficient in

		Close Date:	adequate facilities for means of egress, or which constitute a fire or windstorm hazard, or illegal or improper use, occupancy or maintenance, or which do not comply with the provisions of the applicable Minimum Housing Code, or which have been substantially damaged by the elements, acts of God, fire, explosion or otherwise shall be deemed unsafe buildings and a permit shall be obtained to demolish the structure or bring the building to comply with the applicable Codes.
Sec. 13-4 (c)(1-4) - Hazardous/unsanitary conditions/unsafe property - Hazardous/unsanitary conditions/unsafe property	Open	Open Date: 12/15/2025 Close Date:	Obtain required permits to alleviate the Unsafe Conditions of the building.

DOCUMENTS

SOURCE	DOCUMENT NAME	DATE	CREATED BY
Case Photo	IMG_1468.png	12/18/2025	Abel Alberro
Case Photo	IMG_1469.png	12/18/2025	Abel Alberro
Case Photo	IMG_1470.png	12/18/2025	Abel Alberro
Merge document	Notice of Violation with Summons.htm	12/18/2025	Abel Alberro
Email	Code Violation Notice.htm	12/18/2025	Abel Alberro
Case Photo	IMG_8308.jpeg	12/18/2025	Levingstone Ennis
Attach Supporting Documentation	Certified Letter Walth-thru Nov.24.2025 Wilton Pointe Apartments (1) (1).docx	01/06/2026	Abel Alberro
Case Photo	25 3701 SIGNED FO 1-7-26_001.pdf	01/07/2026	Izabella Mesa
Case Photo	IMG_8446.jpeg	01/07/2026	Levingstone Ennis
Other	Wilton Pointe Apartments,LLC vs. Citizens Property Insurance Coorporation - Notice of Production from Non-Party.pdf	03/02/2026	Izabella Mesa
SMH Final Order	25 3701 FO 3-4-26.pdf	03/05/2026	Izabella Mesa
Case Photo	IMG_8831.jpeg	03/05/2026	Levingstone Ennis
Attach Supporting Documentation	Failed Fire Inspection.pdf	03/25/2026	Abel Alberro
Order Imposing Fine & Lien	25-003701 ORDER IMPOSING FINE AND LIEN.pdf	04/09/2026	Izabella Mesa
RECORDED LIEN	25-003701 RECORDED LIEN.pdf	04/09/2026	Izabella Mesa



PROPERTY
PARCEL #: 494227000221
2625 N ANDREWS AVE
WILTON MANORS FL 33311

PERMIT #	SUB TYPE	DESCRIPTION	STATUS	ISSUED	EXPIRATION
WM26-000196	Re-Roof	Re Roof flat roofing and install 60 mill white TPO	Issued	04/06/2026	07/06/2026
WM25-001045	Re-Roof	ReRoof, TPO, 99.5 sq, 0/12 Pitch (JOB ADDRESS 2604 N ANDREWS)	Withdrawn		
WM25-001046	Re-Roof	ReRoof BLDG A, TPO, 131 sq, 0/12 Pitch (JOB ADDRES 2625 N ANDREWS, BLDG A)	Withdrawn		
WM25-001047	Re-Roof	ReRoof BLDG B, TPO, 100sq, 0/12 Pitch (JOB ADDRESS 2625 N ANDREWS, BLDG B)	Withdrawn		
CR25-000547	Contractor	Replace Hot Water Heaters With. Eco Smart tankless water heaters No supporting docs. -JC 06/30/2025 Spoke with contractor on the phone, (201) 396-7297, and informed that this is not a permit application and they will need to submit these to a permit file to be reviewed. They will be submitting the contractor docs to CR25-000551. -JC 07/01/2025	Void		
CR25-000551	Contractor	Replace Hot Water Heaters With. Eco Smart tankless water heaters Awaiting state lic and corrected liability -JC 07/01/2025 Pending RM, CG, & WB review. -JC 07/02/2025 7.10.2025 DBPR license submitted for Joseph Napoli, license number CFC4747552 is not valid. QR code on documentation submitted goes to William Kirk Jynella dba First Service CGS, Inc out of Cape Coral, license number CFC1429867. RM 7.10.2025	Denied		
WM25-000963	Building Permit	Replace Hot Water Replace Heaters With. Eco Smart tankless water heaters (ATF)	Void		
CR25-000367	Contractor	Replace Hot Water Heaters With. Eco Smart tankless water heaters No supporting docs. -JC 05/01/2025 Spoke with contractor on the phone, they meant to submit a permit, not a CR. Therefore, Void. -JC 05/08/2025	Void		
WM24-001765	Asphalt/Pavers Permit	Parking lot seal coating and striping - 40,300 sqft (existing parking lot)	Finaled	03/12/2025	07/02/2025

PERMIT #		DESCRIPTION		ISSUED	EXPIRATION
CR25-000185	Contractor	Contractor Registration Informed contractor via email that they are now officially registered. -JC 03/11/2025	Approved	03/11/2025	
WM23-001506	Plumbing Permit	Water Heater Replacement	Finaled	02/27/2024	06/04/2024
WM21-001344	Plumbing Permit	Plumbing - Install 3 compartment sinks (Location: 2643 N Andrews Ave)	Finaled	10/21/2021	03/27/2022
CR21-000052	Contractor	CONTRACTOR REGISTRATION	Closed		
WM22-000749	Signs	Illuminated Single Face Monument Sign: "WILTON POINT APARTMENT HOMES AND SHOPS"	Finaled	09/08/2022	04/10/2023
WM20-001223	Building Safety Inspection Report	40 year inspection	Finaled	11/10/2020	02/10/2021
WM19-001032	Building Permit	SEAL COAT AND RE-STRIPE PARKING LOT AND DRIVEWAY	Finaled	10/23/2019	04/26/2020
WM18-001016	Plumbing Permit	PLUMB / SEWER LINE 150'	Finaled	09/25/2018	03/20/2019
WM18-001523	Structural Permit	DOUBLE DRIVE GATE 20' OPEN COLOR BRONZE OPEN PICKET (1)	Finaled	12/27/2018	04/08/2019
WM11-000167	Backflow - Recertify	Backflow Recert/Camelot West Apts. Serial No.1106703 Meter No.17397498	Finaled	01/04/2012	07/04/2012
WM11-000168	Backflow - Recertify	Backflow Camelot West Apts. Serial No. 1181062 Meter No. 975XL	Finaled	01/04/2012	07/04/2012
WM11-000169	Backflow - Recertify	Backflow Camelot West Apt. Serial No. 1176247 Meter No. 17397493low	Finaled	01/04/2012	07/04/2012
WM13-000208	Signs	SIGN (WALL W/NO ELEC)	Finaled	02/27/2013	09/27/2013
WM13-000562	Re-Roof	REROOF (FLAT)	Finaled	06/04/2013	10/05/2013
WM13-000563	Re-Roof	REROOF (FLAT)	Finaled	06/04/2013	09/26/2013
WM13-000564	Re-Roof	REROOF (FLAT)	Finaled	06/04/2013	11/29/2013
WM13-000565	Re-Roof	REROOF (FLAT)	Finaled	06/04/2013	10/05/2013
WM13-000670	Building Permit	COOL TOWER (REPLACEMENT W/BF)	Finaled	09/03/2013	01/01/2014
WM14-000649	Electrical Permit	ELEC (SMOKE DETECTORS, 18 UNITS) NORTH BLDG ONLY - JOB ADDRESS 2625 NAA)	Finaled	05/15/2014	03/30/2015

PERMIT #		DESCRIPTION		ISSUED	EXPIRATION
WM14-000942	Plumbing Permit	PMBG/ REPLACE 120' CAST IRON MAIN SEWER LINE WITH PVC **NOTE, At city tie-in a 6" clean-out must be installed if currently one does not exist	Finaled	07/15/2014	04/06/2015
07-0930-B	Building Permit	Job Name: CAMELOT WEST APTS-railing Constr. Type: RAILING Struct. Type: APARTMENTS Appl Type: Contractor: Company: MARTIN C ORGAN 6554 NW 13 COURT PLANTATION FL 33325 Voice#: 954-830-2550 Cont #: CNTR-869 Cont Type: ROOFING Cont Co.: DOW CONSTRUCTION Cont Addr: 205 NE 24 AVENUE Conditions: , 07-0930-B RAILING REPLACEMENT - FINALED ON 09/19/07	Finaled	08/22/2007	02/13/2008
07-0062-P	Plumbing Permit	Job Name: CAMELOT APTS Constr. Type: BACKFLOW Struct. Type: APARTMENTS Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: ,	Finaled	01/18/2007	07/17/2007
07-0063-P	Plumbing Permit	Job Name: CAMELOT APTS Constr. Type: BACKFLOW Struct. Type: APARTMENTS Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: ,	Finaled	01/18/2007	07/17/2007
07-0064-P	Plumbing Permit	Job Name: CAMELOT APT Constr. Type: BACKFLOW Struct. Type: APARTMENTS Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: ,	Finaled	01/18/2007	07/17/2007
02-1017	Building Permit	Job Name: WEST Constr. Type: B/F Appl Type: Contractor: Company: PARADISE PLMB Conditions: , 02-1017 B/F	Finaled	01/01/2000	01/01/2000
02-1018	Building Permit	Job Name: WEST Constr. Type: B/F Appl Type: Contractor: Company: PARADISE PLMB Conditions: , 02-1018 B/F	Finaled	01/01/2000	01/01/2000
02-1460	Building Permit	Job Name: WEST Constr. Type: SEAL COATING & STRIPPING Appl Type: Contractor: Company: ATKINS PAVING CO 3015 NW 6 Court Pompano Beach FL 33064 Voice#: 954-592-1097 Cont #: CNTR-302 Cont Type: MECHANICAL Cont Co.: ALL YEAR COOLING & HEATING Cont Addr: 1345 NE 4 AVENUE Conditions: , 02-1460 SEAL COATING & STRIPPING	Finaled	01/01/2000	01/01/2000

PERMIT #		DESCRIPTION		ISSUED	EXPIRATION
97-0354	Building Permit	Job Name: CAMELOT APTS. Constr. Type: REROOF Appl Type: Contractor: Company: ATLAS ROOFING 5011 NW 37 Avenue Tamarac FL 33309 Voice#: 954-270-0615 Fax#: 954-486-0035	Finaled	01/01/2000	01/01/2000
98-0072	Building Permit	Job Name: CAMELOT WEST APTS. Constr. Type: FIRE ALARM Appl Type: Contractor: Company: A TECH FIRE	Finaled	01/01/2000	01/01/2000
01-0348	Building Permit	Job Name: CAMELOT WEST Constr. Type: INSTALL 2 BACKFLOW'S Appl Type: Contractor: Company: A-1 PARADISE PLUMBING INC 960 NW 36 STREET OAKLAND PARK FL 33309 Voice#: 954-563-0110	Closed	01/01/2000	01/01/2000
01-0456	Building Permit	Job Name: CAMELOT WEST Constr. Type: INSTALL BACKFLOW P&H OWEN ROOFING	Closed	01/01/2000	01/01/2000
01-0540	Building Permit	Job Name: MARTINO PETRECCIA Constr. Type: 126 OPENINGS Appl Type: Contractor: Company: VICO WINDOWS 4190 NE 6 AVE OAKLAND PARK FL 33334 Voice#: 954-563-5686	Finaled	01/01/2000	01/01/2000
06-0541	Building Permit	Job Name: PETRECCIA WESt APtS), MARtINO (CaMELOt Constr. Type: ReplaCe Cooling Tower Appl Type: Contractor: Company: Cool Breeze A/C Corp Conditions: , 06-0541 ReplaCe Cooling Tower	Finaled	01/01/2000	01/01/2000
05-0036	Building Permit	Job Name: WEST APtS., CAMELOt Constr. Type: Install Fire Alarm Sys. Appl Type: Contractor: Company: BROWARD COUNTY SECURITY PO BOX 10508 POMPANO BEACH FL 33061 Voice#: 954-566-3348 Cont #: CNTR-1621 Cont Type: PLUMBING-GAS Cont Co.: PEOPLES GAS SYSTEM INC Cont Addr: 2700 SW 2 AVENUE Conditions: , 05-0036 Install Fire Alarm Sys.	Finaled	01/01/2000	01/01/2000
05-1380	Building Permit	Job Name: APARTMENtS, CaMELOt Constr. Type: ReCertify BaCkflow Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: , 05-1380 ReCertify BaCkflow	Finaled	01/01/2000	01/01/2000

PERMIT #		DESCRIPTION		ISSUED	EXPIRATION
05-1381	Building Permit	Job Name: APARTMENtS, CaMELOt Constr. Type: ReCertify BaCkflow Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: , 05-1381 ReCertify BaCkflow	Finaled	01/01/2000	01/01/2000
05-1382	Building Permit	Job Name: APARTMENtS, CaMELOt Constr. Type: ReCertify BaCkflow Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: , 05-1382 ReCertify BaCkflow	Finaled	01/01/2000	01/01/2000
05-1631	Building Permit	Job Name: APARTMENtS, CaMELOt Constr. Type: ReplaCe Main Pipe and Fittings Appl Type: Contractor: Company: BOB SMITH PLUMBING 20 SW 5TH STREET POMPANO BEACH FL 33060 Voice#: 954-946-7751 Cont #: CNTR-457 Cont Type: Roofing Cont Co.: A-TECH ROOFING COMPANY Cont Addr: 4120 NE 15 Terrace Conditions: , 05-1631 ReplaCe Main Pipe and Fittings	Finaled	01/01/2000	01/01/2000
03-1588	Building Permit	Job Name: APTS, CAMELOT Constr. Type: B/F Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Conditions: , 03-1588 B/F	Finaled	01/01/2000	01/01/2000
03-1589	Building Permit	Job Name: APTS, CAMELOT Constr. Type: B/F Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: , 03-1589 B/F	Finaled	01/01/2000	01/01/2000
03-1590	Building Permit	Job Name: APTS, CAMELOT Constr. Type: B/F Appl Type: Contractor: Company: AMERICAN ALLSTATE BACKFLOW 4800 SW 64 AVE DAVIE FL 33314 Voice#: 954-316-8071 Cont #: CNTR-348 Cont Type: PLUMBING Cont Co.: AMERICAN ALLSTATE BACKFLOW Cont Addr: 4800 SW 64 AVE Conditions: , 03-1590 B/F	Finaled	01/01/2000	01/01/2000
03-1759	Building Permit	Job Name: WEST APT, CAMELOT Constr. Type: REPLACE 36 WINDOWS & 4 DOORS Appl Type: Contractor: Company: VICO WINDOWS 4190 NE 6 AVE OAKLAND PARK FL 33334 Voice#: 954-563-5686 Conditions: , 03-1759 REPLACE 36 WINDOWS & 4 DOORS	Finaled	01/01/2000	01/01/2000

POLICE

WILTON MANORS

CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

NOTICE OF VIOLATION

DATE ISSUED: December 18, 2025

WILTON POINTE APARTMENTS LLC
102 NE 2 ST #922
BOCA RATON, FL 33432

VIOLATION ADDRESS: 2604-2647 North ANDREWS Avenue, WILTON MANORS, FL 33311
CASE #: 25-003701

In the name of the City of Wilton Manors, Florida, the undersigned certifies that City of Wilton Manors Police Officers and/or Code Compliance Officers have made inspections, or received an Affidavit of Complaint, regarding the above premises and/or personal property on the above date and has just and reasonable grounds to believe that you are in violation of a section of the City of Wilton Manors Code of Ordinances as follows:

DESCRIPTION OF VIOLATION(S): Failure to adhere to City's Unsafe Structure ordinance and Florida's Building Code Ordinance. To wit:
1. As per the Florida's Building Code, the Building Official has deemed the building Unsafe as per the inspections performed in the past weeks. The City's Building Official sent a certified letter regarding the Unsafe structure was sent on Nov. 26, 2025. Stating that non of the permits have been applied for today and permits needed to be applied by Dec. 9th,2025. If permits were not applied prior to the City will send this case to the Magistrate to obtain a ruling.
2. Please refer to the City's Unsafe structure ordinance in order to comply with both if the violations, City's and Florida's building code regarding Unsafe Structures.
3. Secure all permits in order to bring the property into compliance from the Unsafe Structure Conditions.

DAYS TO COMPLY: Immediately days from receipt of this Notice.

CASE #25-003701

116.1
116.1.1 Buildings or structures that in the opinion of the Building Official are, or hereafter shall become unsafe, unsanitary or deficient in adequate facilities for means of egress, or which constitute a fire or windstorm hazard, or illegal or improper use, occupancy or maintenance, or which do not comply with the provisions of the applicable Minimum Housing Code, or which have been substantially damaged by the elements, acts of God, fire, explosion or otherwise shall be deemed unsafe buildings and a permit shall be obtained to demolish the structure or bring the building to comply with the applicable Codes.

MEANS OF CORRECTION: Buildings or structures that in the opinion of the Building Official are, or hereafter shall become unsafe, unsanitary or deficient in adequate facilities for means of egress, or which

constitute a fire or windstorm hazard, or illegal or improper use, occupancy or maintenance, or which do not comply with the provisions of the applicable Minimum Housing Code, or which have been substantially damaged by the elements, acts of God, fire, explosion or otherwise shall be deemed unsafe buildings and a permit shall be obtained to demolish the structure or bring the building to comply with the applicable Codes.

CASE #25-003701

Sec. 13-4 (c)(1-4) - Hazardous/unsanitary conditions/unsafe property
(1) For purposes of this Chapter, a hazardous condition is defined as: a condition at the property that involves or causes a danger or risk; is liable to hurt or harm; or presents a danger to the health, safety and welfare of the citizens and residents of the City.
(2) An unsanitary condition is defined as: a condition that is dirty, filthy, germ-ridden, infected, insanitary, unclean, unhealthy, or unhygienic, which tends to harbor or spread disease. This condition may exist by reason of inadequate or malfunctioning sanitary facilities or waste disposal systems.
(3) Any property deemed to have unsanitary or hazardous conditions that presents an immediate danger to the safety and welfare of the residents, occupants or other persons of the property and/or to the surrounding neighbors shall be declared an "unsafe property". Shall a property be declared an "unsafe property", the City reserves the right to remove all people from this property and prevent anyone from entering onto the property until the hazardous condition(s) no longer exists. The City shall post a notice declaring a property an "unsafe property" in a conspicuous location. Any person violating the provisions of entering onto the property without written authorization by the appropriate City official while it is declared an "unsafe property", may be subject to arrest for violating trespassing laws as governed by F.S. ch. 810.
(4) The owner and/or resident of a property declared to be an "unsafe property" shall immediately coordinate the correction of any hazardous condition. Should the owner and/or resident of a property declared to be an "unsafe property" fail to make these corrections, the City reserves the right to enter onto the property and correct the hazardous condition(s). Any and all costs incurred by the City associated with the City correcting said hazardous conditions shall be incurred by the occupant and/or owner of the property.

MEANS OF CORRECTION: Obtain required permits to alleviate the Unsafe Conditions of the building.

This is an official notice to make you aware of violation(s) of the City Wilton Manors Code of Ordinances and/or the Florida Building Code, Broward County Edition. If you have any questions or would like additional information regarding this notice please call the officer listed below. Failure to correct the violation(s) within above time frame shall result in the case being heard before the Special Magistrate.

WHEN THE ABOVE LISTED VIOLATION IS CORRECTED YOU MUST CONTACT THE OFFICER FOR A RE-INSPECTION TO ENSURE THAT YOUR PROPERTY IS IN COMPLIANCE. COMPLIANCE IS ACHIEVED ONLY AFTER AN INSPECTION IS CONDUCTED BY THE CODE COMPLIANCE OFFICER WHO DETERMINES THE VIOLATOIN(S) TO BE IN COMPLIANCE, AND YOU HAVE RECEIVED WRITTEN NOTICE FROM THE CITY CONFIRMING COMPLIANCE. A CODE CASE IS CLOSED ONLY AFTER YOU RECEIVED WRITTEN NOTICE FROM THE CITY STATING YOUR CASE HAS BEEN CLOSED. IF YOU NEED TO MEET WITH A CODE OFFICER, PLEASE REQUEST AN APPOINTMENT WITH THEM. THANK YOU.

IF YOU ARE BEING CITED FOR WORK WITHOUT PERMITS, COMPLIANCE IS ACHIEVED ONLY AFTER YOU HAVE APPLIED FOR AND OBTAINED ALL APPLICABLE PERMITS FROM THE CITY, YOU HAVE PASSED ALL APPLICABLE INSPECTIONS, AND YOU HAVE THE PERMIT FINALIZED AND CLOSED BY THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT. FOR PERMITTING INFORMATION CONTACT THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT AT (954) 390.2180. APPLYING FOR OR OBTAINING A PERMIT WILL NOT MEET COMPLIANCE STANDARDS.

DANGEROUS DOG CASES - CHAPTER 4

IF YOU ARE BEING CITED FOR A DANGEROUS DOG INCIDENT AND ARE FOUND IN VIOLATION OF THE MUNICIPAL CODE, THE SPECIAL MAGISTRATE MAY IMPOSE A FINE UP TO $250.00 PER DAY FOR THE FIRST VIOLATION, AND UP TO $500.00 PER DAY FOR A REPEAT VIOLATION. IF THE VIOLATION IS IRREPARABLE AND IRREVERSIBLE IN NATURE, IT MAY IMPOSE A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS ($5,000.00) PER VIOLATION. UPON A FINDING BY THE SPECIAL MAGISTRATE THAT A DOG IS DESIGNATED DANGEROUS, COMPLIANCE WITH THE PENALTIES AND RESPONSIBILITIES IN SECTIONS OF 4-15 AND 4-16 OF THE CITY'S CODE OF ORDINANCES IS REQUIRED. IF THE VIOLATION(S) IS/ARE CORRECTED BY THE TIME SPECIFIED, THIS CASE MAY STILL BE PRESENTED BEFORE THE SPECIAL MAGISTRATE. PLEASE CONTACT THE CODE COMPLIANCE UNIT AT 954-390-2151 FOR A RE-INSPECTION.

TO VIEW THE ANIMALS/DANGEROUS DOG ORDINANCE IN IT'S ENTIRETY, VISIT THE BELOW WEBSITE OR SCAN THE QR CODE

https://library.municode.com/fl/wilton_manors/codes/code_of_ordinances?nodeId=PTIICOOR_CH4AN

VACATION RENTAL CASES - CHAPTER 10

IF YOU ARE BEING CITED FOR A VACATION RENTAL VIOLATION OF ARTICLE XIII ENTITLED "VACATION RENTAL" PROVIDES THAT THE CITY MAY REVOKE A CERTIFICATE OF COMPLIANCE WHEN THERE ARE VIOLATIONS OF ARTICLE XIII. BY VIRTUE OF THIS NOTICE, THE CITY IS INFORMING YOU THAT THE CITY MAY SEEK TO SUSPEND YOUR CERTIFICATE OF COMPLIANCE PURSUANT TO SEC 10-120(B) OF THE CITY'S CODE OF ORDINANCES. SEC 10-120(B)(1) OF THE CITY'S CODE OF ORDINANCE STATE THAT "NON-COMPLIANCE WITH ANY PROVISIONS OF THIS ARTICLE SHALL CONSTITUTE A VIOLATION OF THIS ARTICLE". PURSUANT TO THE SEC 10-120(A) OF THE CITY'S CODE OF ORDINANCES. "ANY CERTIFICATE OF COMPLIANCE ISSUED PURSUANT TO THIS ARTICLE MAY BE DENIED, REVOKED, OR SUSPENDED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT SERVICES OR DESIGNEE UPON THE ADJUDICATION OF A VIOLATION OF THIS ARTICLE. RESPONDENTS' VIOLATIONS OF SEC 10-116(4)(A)(B) OF THE CITY'S CODE OF ORDINANCES CONSTITUTES VIOLATIONS OF ARTICLE XIII. AS SUCH, THE DIRECTOR OF COMMUNITY DEVELOPMENT SERVICES OR DESIGNEE MAY REVOKE YOUR CERTIFICATE OF COMPLIANCE.

TO VIEW THE VACATION RENTAL ORDINANCE IN IT'S ENTIRETY, VISIT THE BELOW WEBSITE OR SCAN THE QR CODE

https://library.municode.com/fl/wilton_manors/codes/code_of_ordinances?nodeId=PTIICOOR_CH10LIPEBURE_ARTXIIIVARE

162.06 Enforcement procedure. (5) If the owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall: (a) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee. (b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor. (c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding. (d) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

If you decide to appeal any decision made by the Special Magistrate, you will need a record of the proceedings. In the case of an appeal, you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Abel Alberro

(954) 390.2157
aalberro@wmpd.org

POLICE

WILTON MANORS

CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SUMMONS TO APPEAR

Should you fail to comply with the above violation by the compliance date, you shall appear before the Special Magistrate on January 7, 2026 at 9:00 AM in the Commission Chambers at City Hall, 2020 Wilton Drive, Wilton Manors, Florida 33305. Compliance is achieved only after an inspection is conducted by the code compliance officer who determines the violation(s) to be in compliance, and you receive written notice from the City confirming compliance. A code case is closed only after you receive written notice from the City stating your case is closed.

Should you be found in violation of the Municipal Code, the Special Magistrate may impose a fine up to $250.00 per day for the first violation, and up to $500.00 per day for a repeat violation. In addition, if the violation is irreparable and irreversible the Special Magistrate may also include fines of up to $5000.00 as well as the cost of reasonable repairs incurred by the City to bring the property into compliance, also Administrative Costs of up to $500.00.

If the violation is not corrected by the time specified for correction by the code compliance officer, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the Special Magistrate hearing. If the violation(s) is/are corrected by the time specified, this case still may be presented before the Special Magistrate. Please contact your assigned code officr, and the Code Compliance Unit at (954) 390-2151 for a re-inspection.


2025-06-16 16:17:41 -0400
AXON BODY 3 X60A9851Z
Viewed by AAlberro (wiltonmanorspdfl.evidence.com) on 17 Jun 2025


2025-06-16 16:17:50 -0400
AXON BODY 3 X60A9851Z
Viewed by AAlberro (wiltonmanorspdfl.evidence.com) on 17 Jun 2025


2025-06-16 16:19:25 -0400
AXON BODY 3 X60A9851Z
Viewed by AAlberro (wiltonmanorspdfl.evidence.com) on 17 Jun 2025

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City of Wilton Manors Police Department
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WILTON MANORS FL 33305-2122

$8.86 US POSTAGE
FIRST-CLASS IMI
Dec 18 2025
Mailed from ZIP 33305
1 OZ FIRST-CLASS MAIL LETTER RATE
ZONE 2
11923275

063S0010937442

USPS CERTIFIED MAIL

9414 8118 9876 5432 4558 35

WILTON POINTE APARTMENTS LLC
102 NE 2ND ST # 922
BOCA RATON FL 33432-3908

Reference	IM NOV 25 3701 1-7-26
USPS #	9414811898765432455835
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.
USPS History	Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. In Transit to Next Facility, 12/24/2025 In Transit to Next Facility, 12/23/2025 In Transit to Next Facility, 12/22/2025 Arrived at USPS Regional Facility, December 21, 2025, 8:22 am, WEST PALM BEACH FL DISTRIBUTION CENTER Arrived at USPS Regional Facility, December 20, 2025, 10:30 pm, MIAMI FL DISTRIBUTION CENTER Accepted at USPS Origin Facility, December 20, 2025, 9:15 pm, FORT LAUDERDALE, FL 33305 Shipping Label Created, USPS Awaiting Item, 12/18/2025, 10:08 am, FORT LAUDERDALE, FL 33305

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Date Verified: 02/16/2026 (UTC)

POLICE
WILTON MANORS
CODE COMPLIANCE UNIT

2020 WILTON DRIVE, WILTON MANORS, FL 33305

SPECIAL MAGISTRATE FINAL ORDER

CITY OF WILTON MANORS
Petitioner
vs.
WILTON POINTE APARTMENTS LLC
Respondent

IN RE: Case No. 25-003701

Hearing Date: January 7, 2026
Violation(s): 116.1, Sec. 13-4 (c)(1-4) - Hazardous/unsanitary conditions/unsafe property,.

An administrative hearing was held before the undersigned Hearing Officer on the date referenced above. At the subject hearing the PETITIONER City entered into the record evidence of proper notice to the RESPONDENT thereby invoking the jurisdiction of this forum. Set out below are the findings of fact, conclusions of law and final order for the subject hearing.

The record indicates that the RESPONDENT owns the real property located at: **2604-2647 North ANDREWS Avenue, WILTON MANORS, FL 33311** and more particularly described as follows: **Folio No.:494227000221**

SEE EXHIBIT "A" LEGAL DESCRIPTION

Based upon the statements made by the RESPONDENT and/or the evidence and testimony submitted by the PETITIONER, the RESPONDENT is hereby found to be:

☑ **In Violation** ☐ **Dismissed** ☐ **Continued to:** _____ at **9:00 a.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305. __
IRREVERSIBLE & IRREVOCABLE

-FINES / FEES-

ADMINISTRATIVE COSTS: $ **225.00** ADMINISTRATIVE COSTS DUE BY: **FEBRUARY 7, 2026** TOTAL AMOUNT DUE: $_____

FINE AMOUNT: $_____ FINE AMOUNT DUE BY:_____

-TIME / PENALTY-

And the RESPONDENT is given until FEBRUARY 28, 2026 to remedy the violation. Failure to do so will result in a **per diem fine** of

TWO HUNDRED AND FIFTY DOLLARS ($ 250.00) for each day the RESPONDENT'S property

remains in violation beyond the date set for compliance. This matter is scheduled for a certification hearing on MARCH 4, 2026 at **9:00 a.m.** at the Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305.

WITNESSES: ☐ **HOLINKO** ☑ **MOORE** ☐ **WELLINGTON** ☑ **ALBERRO** ☐ **ROQUE** ☐ **ENNIS** AND:
CLAUDIO GRANDE; RYAN ABRAMS (ATTORNEY); PAUL HASELBROOKE

EVIDENCE PRESENTED: ☑ **Proof of Service** ☑ **BCPA** ☑ **Photos**
Other_____

Failure to correct the violation and pay the accrued fines / fees by date required may result in the execution of a NOTICE OF LIEN which may be recorded in the public records of Broward County, Florida, thereafter constituting a lien on the real or personal property of the RESPONDENT as provided by law.
Done and Ordered this 7 day of JANUARY, 2026 CITY OF WILTON MANORS, FLORIDA

Clerk to the Hearing Officer

HEARING OFFICER

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this **January 7, 2026** by Theresa Edwards or Andre Mckenney, Hearing Officer and Izabella Mesa, Clerk to the Hearing Officer, who are personally known to me or who have produced _____ as identification.

Rachelle Malaczewski
Commission # HH 647510
Commission Expires 03-09-2029
Bonded Through - Cynanotary
Florida - Notary Public

Notary Public
My Commission Expires

Serial Number, if any

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Mailed from ZIP 33305
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11923275

endicia
063S0011485640

USPS CERTIFIED MAIL

9414 8118 9876 5434 8517 58

WILTON POINTE APARTMENTS LLC
102 NE 2ND ST # 922
BOCA RATON FL 33432-3908

Reference	IM FO 25 3701 1-7-26
USPS #	9414811898765434851758
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item arrived at our USPS facility in WEST PALM BEACH FL DISTRIBUTION CENTER on January 11, 2026 at 7:48 am. The item is currently in transit to the destination.
USPS History	Arrived at USPS Facility, WEST PALM BEACH FL DISTRIBUTION CENTER, January 11, 2026, 7:48 am Arrived at USPS Facility, MIAMI FL DISTRIBUTION CENTER, January 10, 2026, 5:53 pm Accepted at USPS Facility, FORT LAUDERDALE, FL 33305, January 10, 2026, 4:38 pm Shipping Label Created, FORT LAUDERDALE, FL 33305, January 8, 2026, 2:33 pm

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Date Verified: 03/04/2026 (UTC)

CITY OF WILTON MANORS, FLORIDA
Wilton Manors Police Department
Code Compliance Unit
2020 Wilton Drive, Wilton Manors, FL 33305
(954) 390 2151
www.wmpd.org

ORDER IMPOSING FINE AND LIEN

IN RE: Case No. 25-003701

CITY OF WILTON MANORS
Petitioner
vs.
WILTON POINTE APARTMENTS LLC
Respondent

Record & Return to:
Wilton Manors Police Department
Code Compliance Unit
ATTN: Izabella Mesa
2020 Wilton Drive
Wilton Manors, FL 33305-2122

Case continued to April 8, 2026

ORDER IMPOSING FINE AND LIEN

THIS CAUSE FIRST CAME, by administrative Hearing, before the undersigned Special Magistrate of the City of Wilton Manors, Florida on January 7, 2026, after due notice to the Respondent, at which time the Special Magistrate heard testimony under oath, received evidence, determined findings of fact and conclusions of law and thereupon issued a Final Order. The Final Order found the Respondent to be in violation of Wilton Manors Code of Ordinances Section(s): 116.1; Sec. 13-4 (c)(1-4) - Hazardous/unsanitary conditions/unsafe property . The subject violation occurred at the RESPONDENTS' real property located at 2604 2647 ANDREWS AVE N, within the City of Wilton Manors and more particularly described as follows:

Folio # - 494227000221
Legal Description - 27-49-42 N 200 OF S1/2 OF SE1/4 OF SE1/4 OF NW1/4 LYING W OF N ANDREWS AVE LESS W 25 & LESS N 175 OF W 75 AS PER OR 32785/28

Said Final Order required the Respondent to take corrective action to remedy the violation by a set compliance date. Under oath the Code Officer testified to the Special Magistrate on March 4, 2026, that the required corrective action □ had /□ had not taken place by the compliance date set out in the Final Order in this case and that in fact the RESPONDENT'S property is in □ violation/□ compliance. The Code Enforcement Officer further testified that the RESPONDENT □ paid/□ failed to pay the administrative costs imposed by the Final Order. In determining the amount of the fine, the Special Magistrate has considered all factors set forth in §162.09(b), Fla. Stat.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. A daily fine in the amount of $ **250.00** is hereby imposed, commencing on .The property complied on . The property has been in violation for days x's $ **250.00** per day totals, $ + $ 225.00 Administrative Costs totaling $ to be certified. The fine shall continue to accrue until compliance has been met.

2. The fine set out above shall, pursuant to Chapter 162 Florida Statutes, constitute a lien against the real property on which the violation exists and upon any other real or personal property of the RESPONDENT and the PETITIONER City may record a true copy of this order in the Public Records of Broward County, Florida.

3. After three (3) months from filing this lien, if it remains unpaid, the City Attorney may, subject to City Commission approval, foreclose on the lien or sue to recover a money judgment for the amount of the lien plus accrued interest.

DONE AND ORDERED on March 4, 2026

CITY OF WILTON MANORS, FLORIDA

Theresa Edwards

Special Magistrate

Special Magistrate Clerk

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 4 day of March, 2026 by ☑ Theresa Edwards or ☐ Andre Mckenney, Special Magistrate and Izabella Mesa, Clerk to the Special Magistrate respectively, who are personally known to me or have produced _____ as identification SWORN TO AND SUBSCRIBED BEFORE ME this 4 day of March, 2026

Notary Public

Rachelle Malaczewski
Commission # HH 647510
Commission Expires 03-09-2029
Bonded Through - Cynanotary
Florida - Notary Public

My Commission Expires:

Serial Number, If any

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent by Regular U.S. Mail and Certified/Return Receipt this 4 day of March, 2026 to the RESPONDENT.

Special Magistrate Clerk, Izabella Mesa

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

City of Wilton Manors Police Department
2020 WILTON DR
WILTON MANORS FL 33305-2122

$8.86 US POSTAGE
FIRST-CLASS IMI
Mar 06 2026
Mailed from ZIP 33305
1 OZ FIRST-CLASS MAIL LETTER RATE
ZONE 2
11923275

endicia

063S0010937442

USPS CERTIFIED MAIL

9414 8118 9876 5436 4617 71

WILTON POINTE APARTMENTS LLC
102 NE 2ND ST PMB 922
BOCA RATON FL 33432-3908

Reference	IM FO 25 3701 3 4 26
USPS #	9414811898765436461771
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item arrived at our WEST PALM BEACH FL DISTRIBUTION CENTER origin facility on March 7, 2026 at 9:08 am. The item is currently in transit to the destination.
USPS History	Arrived at USPS Facility, WEST PALM BEACH FL DISTRIBUTION CENTER, March 7, 2026, 9:08 am Arrived at USPS Facility, MIAMI FL DISTRIBUTION CENTER, March 6, 2026, 8:16 pm Accepted at USPS Facility, FORT LAUDERDALE, FL 33305, March 6, 2026, 7:01 pm Shipping Label Created, FORT LAUDERDALE, FL 33305, March 6, 2026, 9:33 am

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Date Verified: 04/09/2026 (UTC)

CITY OF WILTON MANORS, FLORIDA
Wilton Manors Police Department
Code Compliance Unit
2020 Wilton Drive, Wilton Manors, FL 33305
(954) 390 2151
www.wmpd.org

ORDER IMPOSING FINE AND LIEN

IN RE: Case No. 25-003701

CITY OF WILTON MANORS
Petitioner
vs.
WILTON POINTE APARTMENTS LLC
Respondent

CITY OF WILTON MANORS
COUNTY OF BROWARD
STATE OF FLORIDA

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Case No. 25-003701 Order Imposing Fine and Lien

WITNESS my hand and official seal in the City of Wilton Manors, Broward County, Florida, this 8th day of April 2026

Patricia Staples
Assistant City Clerk

Record & Return to:
Wilton Manors Police Department
Code Compliance Unit
ATTN: Izabella Mesa
2020 Wilton Drive
Wilton Manors, FL 33305-2122

ORDER IMPOSING FINE AND LIEN

THIS CAUSE FIRST CAME, by administrative Hearing, before the undersigned Special Magistrate of the City of Wilton Manors, Florida on **January 07, 2026**, after due notice to the Respondent, at which time the Special Magistrate heard testimony under oath, received evidence, determined findings of fact and conclusions of law and thereupon issued a Final Order. The Final Order found the Respondent to be in violation of Wilton Manors Code of Ordinances Section(s): **116.1 - GeneralSec. 13-4 (c)(1-4) - Hazardous/unsanitary conditions/unsafe property - Hazardous/unsanitary conditions/unsafe property**.
The subject violation occurred at the RESPONDENTS' real property located at **2604-2647 North ANDREWS Avenue** , within the City of Wilton Manors and more particularly described as follows:

Folio # - 494227000221
Legal Description - 27-49-42 N 200 OF S1/2 OF SE1/4 OF SE1/4 OF NW1/4 LYING W OF N ANDREWS AVE LESS W 25 & LESS N 175 OF W 75 AS PER OR 32785/28

Said Final Order required the Respondent to take corrective action to remedy the violation by a set compliance date. Under oath the Code Officer testified to the Special Magistrate on **April 8, 2026**, that the required corrective action ☐ **had** /☑ **had not** taken place by the compliance date set out in the Final Order in this case and that in fact the RESPONDENT'S property is in ☑ **violation**/☐ **compliance**. The Code Enforcement Officer further testified that the RESPONDENT ☐ **paid**/☑ **failed** to pay the Administrative costs imposed by the Final Order. In determining the amount of the fine, the Special Magistrate has considered all factors set forth in §162.09(b), Fla. Stat.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. A daily fine in the amount of **$ 250.00** is hereby imposed, commencing on 3/1/2026. The property has been in violation for 38 days x's **$ 250.00** per day totals, **$ 9,500.00** + **$ 225.00** Administrative Costs totaling **$ 9,725.00** to be certified. The fine shall continue to accrue until compliance has been met.
2. The fine set out above shall, pursuant to Chapter 162 Florida Statutes, constitute a lien against the real property on which the violation exists and upon any other real or personal property of the RESPONDENT and the PETITIONER City may record a true copy of this order in the Public Records of Broward County, Florida.
3. After three (3) months from filing this lien, if it remains unpaid, the City Attorney may, subject to City Commission approval, foreclose on the lien or sue to recover a money judgment for the amount of the lien plus

accrued interest.

DONE AND ORDERED on **April 8, 2026**

CITY OF WILTON MANORS, FLORIDA

Theresa Edwards
Special Magistrate

Special Magistrate Clerk

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this **April 8, 2026** by ☑ Theresa Edwards or ☐ Andre Mckenney, Special Magistrate and Izabella Mesa, Clerk to the Special Magistrate respectively, who are personally known to me or have produced _____ as identification
SWORN TO AND SUBSCRIBED BEFORE ME this 8 day of April, 2026

Rachelle Malaczewski
Commission # HH 647510
Commission Expires 03-09-2029
Bonded Through - Cynanotary
Florida - Notary Public

Notary Public

My Commission Expires:

Serial Number, If any

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent by Regular U.S. Mail and Certified/Return Receipt this 8 day of April, 2026

to the RESPONDENT.

Special Magistrate Clerk, Izabella Mesa

CITY OF WILTON MANORS, FLORIDA
Wilton Manors Police Department
Code Compliance Unit
2020 Wilton Drive, Wilton Manors, FL 33305
(954) 390 2151
www.wmpd.org

ORDER IMPOSING FINE AND LIEN

IN RE: Case No. 25-003701

CITY OF WILTON MANORS
Petitioner
vs.
WILTON POINTE APARTMENTS LLC
Respondent

CITY OF WILTON MANORS
COUNTY OF BROWARD
STATE OF FLORIDA

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Case No. 25-003701 Order Imposing Fine and Lien

WITNESS my hand and official seal in the City of Wilton Manors, Broward County, Florida, this 8th day of April 2026

Patricia Staples
Assistant City Clerk

Record & Return to:
Wilton Manors Police Department
Code Compliance Unit
ATTN: Izabella Mesa
2020 Wilton Drive
Wilton Manors, FL 33305-2122

ORDER IMPOSING FINE AND LIEN

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The subject violation occurred at the RESPONDENTS' real property located at **2604-2647 North ANDREWS Avenue** , within the City of Wilton Manors and more particularly described as follows:

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ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. A daily fine in the amount of **$ 250.00** is hereby imposed, commencing on 3/1/2026. The property has been in violation for 38 days x's **$ 250.00** per day totals, **$ 9,500.00** + **$ 225.00** Administrative Costs totaling **$ 9,725.00** to be certified. The fine shall continue to accrue until compliance has been met.
2. The fine set out above shall, pursuant to Chapter 162 Florida Statutes, constitute a lien against the real property on which the violation exists and upon any other real or personal property of the RESPONDENT and the PETITIONER City may record a true copy of this order in the Public Records of Broward County, Florida.
3. After three (3) months from filing this lien, if it remains unpaid, the City Attorney may, subject to City Commission approval, foreclose on the lien or sue to recover a money judgment for the amount of the lien plus

accrued interest.

DONE AND ORDERED on **April 8, 2026**

CITY OF WILTON MANORS, FLORIDA

Theresa Edwards
Special Magistrate

Special Magistrate Clerk

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this **April 8, 2026** by ☑ Theresa Edwards or ☐ Andre Mckenney, Special Magistrate and Izabella Mesa, Clerk to the Special Magistrate respectively, who are personally known to me or have produced _____ as identification
SWORN TO AND SUBSCRIBED BEFORE ME this 8 day of April, 2026

Rachelle Malaczewski
Commission # HH 647510
Commission Expires 03-09-2029
Bonded Through - Cynanotary
Florida - Notary Public

Notary Public

My Commission Expires:

Serial Number, If any

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent by Regular U.S. Mail and Certified/Return Receipt this 8 day of April, 2026

to the RESPONDENT.

Special Magistrate Clerk, Izabella Mesa

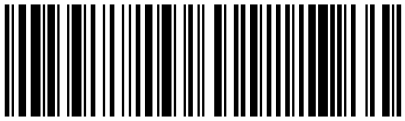
City of Wilton Manors Police Department
2020 WILTON DR
WILTON MANORS FL 33305-2122

$6.04 US POSTAGE
FIRST-CLASS IMI
Apr 09 2026
Mailed from ZIP 33305
1 OZ FIRST-CLASS MAIL LETTER RATE
ZONE 2
11923275



063S0011485645

USPS CERTIFIED MAIL



9407 1118 9876 5522 0214 91

WILTON POINTE APARTMENTS LLC
102 NE 2ND ST PMB 922
BOCA RATON FL 33432-3908



IM RL 25 3701 4-8-26

WILTON MANORS, *Island City*
2020 WILTON DRIVE, WILTON MANORS, FLORIDA 33305

COMMUNITY DEVELOPMENT SERVICES
(954) 390-2180 FAX: (954) 567-6069

Life's Just Better Here

November 26, 2025

RE: Wilton Pointe Apartments, 2604, 2647 N. Andrews Blvd. Wilton Manors, FL 33305

Attn: Vinod Kulhari,

I want to thank you for the opportunity to provide the City of Wilton Manors with being able to do a walk-through of Building no. 2624 and 2635 on Monday, November 24, 2025.
Due to our findings during the walk-thru we documented that all the apartments on the 2nd floor of the 2624 Building were empty and 6 apartments on the 1st floor are still occupied with one apartment no. 129 that recently had a ceiling collapse and mold throughout.

The walk-through of the South Building no. 2635, 1st floor identified that all apartments are occupied except apartment no. 121 that is empty and apartment no. 120 that is occupied shows a damaged ceiling in the living room.

The City is still concerned because of the delay in the roof replacement, and the repairs required to the damaged roof trusses and plywood, and interior repairs to the 2nd floor apartments, as well as the living conditions of the residents that are still living in those buildings.
The city has determined that we must have the roofing permits and the permits for the damaged trusses and plywood to be submitted to the city by no later than 8:00 am on December 9th, 2025.

If the re-roofing permits and other sub-permits are not submitted by the deadline detailed above, we will have no alternative but to cite the Buildings with a Notice of Violation from the Code Compliance Department for the unsafe conditions detailed in the Florida Building Code, Section 116.1 through 116.2.1.3.

Please let me know if you have any questions,
Thank you,

Claudio H Grande

Claudio H Grande -Chief Building Official/Chief Structural Inspector
City of Wilton Manors
cgrande@cgasolutions.com

Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company 2020 Wilton Drive | Wilton Manors, FL 33305
Office: 954.390.2180| Cell: 561-400-6266
Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

Property Id: 494227000221 **Please see map disclaimer



January 23, 2026

1:600

0 25 50 100 ft

0 5 10 20 m

Flight Date : Jan 4, 2025 Broward County Property Appraiser

Posting Property – Notice of Violation – Taken December 18, 2025, by CCO Ennis



Posting Property – Final Order – Taken January 7, 2026, by CCO Ennis



Posting Property – Certification Continuance – Taken March 5, 2026, by CCO Ennis



Posting Property – Order Imposing Fine and Lien – Taken April 12, 2026, by CCO Roque



Instr# 117042267 , Page 1 of 4, Recorded 02/08/2021 at 02:19 PM
Broward County Commission
Deed Doc Stamps: $77000.00

Prepared by:
ALAN J. MARCUS, Esq.
20803 Biscayne Boulevard Suite 301
Aventura, FL 33180
and return to:
Wilton Pointe Apartments, LLC
102 NE 2nd Street. #922
Boca Raton, FL 33432

Folio: 494227000221

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 5th day of February, 2021 between **TAMUZ-CAMELOT 2625, LLC**, a Florida limited liability company whose post office address is **20815 NE 16th AVE Suite# B-41 MIAMI, FL 33179** of the County of **Dade**, State of **Florida**, grantor*, and **WILTON POINTE APARTMENTS, LLC, a Florida limited liability company** whose post office address is **102 NE 2ND STREET. #922 BOCA RATON, FL 33432** of the County of **Palm Beach**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County, Florida**, to-wit:

See attached Exhibit A

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming through Grantor and no other; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020 and the Permitted Exceptions attached hereto as **Exhibit B.**

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

DoubleTime®

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name

TAMUZ-CAMELOT 2625, LLC
a Florida limited liability company

Witness Name

By: _____
Ronen Dagan, Manager

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization this 4 day of February, 2021 by Ronen Dagan, the manager of TAMUZ-CAMELOT 2625, LLC, a Florida limited liability company, on behalf of the company. He [X] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

ALAN J. MARCUS
MY COMMISSION EXPIRES DECEMBER 10, 2022
#GG 283022
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit A

Legal Description

THE NORTH 200.00 FEET OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE- QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4} OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 27, TOWNSHIP 49 SOUTH. RANGE 42 EAST, LYING WEST OF NORTH ANDREWS AVENUE, LESS THE WEST 25 FEET THEREOF AND LESS THE NORTH 175 FEED OF THE WEST 75 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE NORTH 200.00 FEET OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4), OF THE SOUTHEAST ONE-QUARTER (SE

1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 27, TOWNSHIP 49

SOUTH, RANGE 42 EAST, LYING WEST OF NORTH ANDREWS AVENUE AND LESS THE WEST 25 FEET THEREOF, SAID LAND SITUATE, LYING AND BEING WITHIN BROWARD COUNTY, FLORIDA.

Exhibit B

Permitted Exceptions

a. building restrictions and zoning regulations previously or hereafter adopted by any municipal or other public authority relating to the Property;
b. real property taxes for the year of Closing (if such taxes are not yet due and payable) and subsequent years;
c. the Leases;
d. Easement in favor of Florida Power & Light Company recorded in Official Records Book 14722, Page 795.



Detail by Entity Name

Florida Limited Liability Company
WILTON POINTE APARTMENTS, LLC

Filing Information

Document Number	L20000391249
FEI/EIN Number	86-1197065
Date Filed	12/15/2020
State	FL
Status	ACTIVE

Principal Address

102 NE 2ND ST.
#922
BOCA RATON, FL 33432

Mailing Address

102 NE 2ND ST.
#922
BOCA RATON, FL 33432

Registered Agent Name & Address

Registered Agents Inc
7901 4th St N STE 300
St. Petersburg, FL 33702

Name Changed: 03/31/2025

Address Changed: 03/31/2025

Authorized Person(s) Detail

Name & Address

Title MGR

Hassebroek, Paul
102 NE 2ND ST.
#922
BOCA RATON, FL 33432

Annual Reports

Report Year	Filed Date

2024	05/01/2024
2025	03/31/2025
2026	01/14/2026

Document Images

01/14/2026 -- ANNUAL REPORT	View image in PDF format
03/31/2025 -- ANNUAL REPORT	View image in PDF format
05/01/2024 -- ANNUAL REPORT	View image in PDF format
04/25/2023 -- ANNUAL REPORT	View image in PDF format
03/22/2022 -- ANNUAL REPORT	View image in PDF format
04/30/2021 -- ANNUAL REPORT	View image in PDF format
12/15/2020 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

2026 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Jan 14, 2026
Secretary of State
4975156073CC

DOCUMENT# L20000391249

Entity Name: WILTON POINTE APARTMENTS, LLC

Current Principal Place of Business:

102 NE 2ND ST.
#922
BOCA RATON, FL 33432

Current Mailing Address:

102 NE 2ND ST.
#922
BOCA RATON, FL 33432

FEI Number: 86-1197065

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

REGISTERED AGENTS INC
7901 4TH ST N STE 300
ST. PETERSBURG, FL 33702 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: DAVID ROBERTS 01/14/2026

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	HASSEBROEK, PAUL
Address	102 NE 2ND ST. #922
City-State-Zip:	BOCA RATON FL 33432

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PAUL HASSEBROEK MANAGER 01/14/2026

Electronic Signature of Signing Authorized Person(s) Detail — Date



Property Address	2604-2647 N ANDREWS AVENUE, WILTON MANORS FL 33311
Property Owner	WILTON POINTE APARTMENTS LLC
Mailing Address	102 NE 2 ST #922 BOCA RATON FL 33432

ID #	4942 27 00 0221
Millage	0912
Use	03-01

Abbr Legal Description	27-49-42 N 200 OF S1/2 OF SE1/4 OF SE1/4 OF NW1/4 LYING W OF N ANDREWS AVE LESS W 25 & LESS N 175 OF W 75 AS PER OR 32785/28

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2026 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2026*	$800,940	$9,326,970	$10,127,910	$10,127,910	
2025	$800,940	$9,326,970	$10,127,910	$10,127,910	$232,606.03
2024	$800,940	$9,326,970	$10,127,910	$10,127,910	$232,859.53

2026* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$10,127,910	$10,127,910	$10,127,910	$10,127,910
Portability	0	0	0	0
Assessed/SOH	$10,127,910	$10,127,910	$10,127,910	$10,127,910
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$10,127,910	$10,127,910	$10,127,910	$10,127,910

Sales History

Date	Type	Price	Book/Page or CIN
2/4/2021	SWD-Q	$11,000,000	117042267
6/26/2018	QCD-T	$100	115191629
5/19/2015	SWD-Q	$6,000,000	113022950
3/12/2012	SWD-Q	$4,725,000	48577 / 1225
4/1/1987	WD	$2,222,500	14347 / 214

Land Calculations

Price	Factor	Type
$8.00	100,118	SF
Adj. Bldg. S.F. (Card, Sketch)		55206
Units		66
Eff./Act. Year Built: 1976/1966		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
09								
S								
55206								

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 28, 2026

From: Roberta Moore, Community Development Services Director
Prepared by: Roberta Moore, Community Development Services Director

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

(b) City Manager Recommendation:

(c) Report In Brief: A discussion of the regulations associated with Planned Unit Developments is found in Article 040 of the City's Unified Land Development Regulations.

(d) Discussion: A discussion of the regulations associated with Planned Unit Developments found in Article 040 of the City's Unified Land Development Regulations.

(e) Strategic Plan Consistency: Strategic Plan 2021-2026: Goal B – Promote Economic Development and Goal C – Enhance Quality of Life and Livability.

(f) Concurrences:

(g) Fiscal Impact:

(h) Alternatives:

(i) Attachments:
1. ARTICLE 40. URBAN INFILL REDEVELOPMENT PLANNED UNIT DEVELOPMENT PUD DISTRICT 4.15.2026
2. PUD Regulations Presentation 4.28.2026 CC

ARTICLE 40. URBAN INFILL/REDEVELOPMENT PLANNED UNIT DEVELOPMENT (PUD) DISTRICT

Sec. 040-010. Purpose and intent.

The purpose of this district is to stimulate the reinvestments necessary for the viable redevelopment of existing commercial, industrial and residential districts by permitting land under unified control to be planned and developed as a whole. Planned unit development substitutes performance standards and design review for the more restrictive controls of conventional zoning. This enables a more creative design approach allowing planned diversification in location and types of structures and permitted uses. These regulations are intended to provide a design review procedures based upon performance standards which will preserve and enhance the aesthetic qualities of the City, encourage large-scale land assembly and promote redevelopment and infill development. The following objectives are established as the purpose for creating an Urban Infill/Redevelopment Planned Unit Development (PUD) District:

(A) To establish and maintain municipal control over the eventual character of development through a design review process that ensures conformance with the Comprehensive Plan, other goals, objectives and policies of the City, and the ULDR; and

(B) To encourage the development of a mixture of low and midrise office buildings with ancillary ground floor retail space, structured parking oriented away from the street, residences and private/public open space within areas in need of redevelopment; and

(C) To encourage the assembly of land parcels and their more efficient utilization to reduce developmental costs and provide a more sustainable community; and

(D) To preserve to the greatest extent possible existing amenities such as landscape, natural terrain, river shoreline and other outstanding topographical and geological features; and

(E) To provide for adequate and suitably located open space and recreation areas for the projected population of the development and surrounding community; and

(F) To provide adequate transportation infrastructure to prevent the over burdening of existing streets and parking facilities; and

(G) To encourage urban infill development and redevelopment and to provide adequate housing opportunities necessary for all segments of the present and future population of the City by the application of the flexibility provisions of the Broward County Comprehensive Plan; and

(H) To encourage mixed-use development within urban infill, urban redevelopment and revitalization areas of the City by the application of the Urban Infill/Redevelopment Planned Unit Development District.

(Ord. No. 873, § 2, 7-12-05; Ord. No. 2021-018, § 2, 12-14-21)

Sec. 040-020. Definitions.

The definitions listed below will have the following meanings within this article:

(A) *Board* shall mean the Planning and Zoning Board of the City of Wilton Manors.

(B) *FLUM* shall mean the Future Land Use Map.

(C) *Planned unit development* shall mean land under unified control, planned and developed as a single entity or in approved stages, in conformity with an approved site plan, specific development standards set forth in the PUD document, and development schedule.

(D) *PUD document* shall mean a document that contains all of the zoning and land development regulations that will govern the development and use of the PUD, including specific development standards (i.e. building height, required setback, density, minimum lot area, landscaping, parking, open space, lot coverage, sign regulations, etc.) and list of permitted, conditional and prohibited uses. The approved site plan may be utilized in conjunction with this document to specify certain development standards through graphical and text representations. The approved PUD Document and site plan shall be exhibits to the ordinance approving the rezoning to PUD.

(Ord. No. 871, § 2, 5-10-05; Ord. No. 2021-018, § 2, 12-14-21)

Sec. 040-030. Permitted uses and maximum density.

(A) There are three (3) types of PUD districts, as identified below. All permitted uses are subject to subparagraphs (A), (B) and (C).

(1) *PUD-R.*

a. Permitted location. PUD-R is intended for location on a property with a residential FLUM designation.

b. Permitted uses.

1) Residential uses, in any arrangement or combination of dwelling types, but not to exceed the total number of units permitted by the underlying residential Future Land Use Plan Map designation(s) of the Comprehensive Plan for the subject parcel;

2) Public recreation and open space uses.

(2) *PUD-M.*

a. Location. PUD-M is intended for location on property with residential, community facilities, Transit Oriented Corridor and/or commercial FLUM designations.

b. Permitted uses. At least two (2) uses must be proposed. All residential dwelling types, all non-residential uses permitted by the underlying land use plan designations, and public recreation and open space uses, with the number of residential units not to exceed the total number of dwelling units permitted by the underlying residential future land use plan map designation(s), and the amount of commercial acreage not to exceed the acreage of land designated commercial on the FLUM within the PUD. Permitted uses shall be subject to the provisions of subsection (C), below. Use of the flexibility, reserve or redevelopment units may be necessary to achieve a mix of uses, depending upon the type and location of underlying FLUM designations for the subject parcel.

(3) *PUD-C.*

a. Permitted location. PUD-C is intended for location on a property with a Transit Oriented Corridor, commercial and/or community facility FLUM designation.

b. Permitted uses. All non-residential uses permitted by the underlying land use plan designations, and public recreation and open space in any arrangement or combination of uses but not to exceed the total intensity of use that would be permitted in the underlying FLUM designation(s). Permitted uses shall be subject to the provisions of subsection (C), below.

(B) Permitted and conditional uses shall be as outlined in the approved PUD document, within the scope of uses permitted in this Article, and consistent with the Comprehensive Plan. Uses that are incompatible with other permitted and conditional uses of adjacent zoning districts shall not be permitted unless specific buffering, locational restrictions or other mitigation is required in the PUD document.

(C) Future land use plan map designations and flexibility provisions.

(1) All permitted uses must be consistent with those of the underlying future land use plan map designation. For example, a PUD-M with underlying commercial and residential FLUM designations must be developed with commercial uses located within the commercially designated portion of the PUD, and residential uses located within the residentially designated portion of the PUD.

(2) Flexibility provisions are a function of the Wilton Manors Comprehensive Plan and Broward County Land Use Plan, which are fully explained within the implementation requirements portion of the City's Future Land Use Element and incorporated by reference in these regulations. Flexibility provisions generally, and within strict limits, allow land designated commercial on the future land use plan map to be used for residential purposes; for land designated residential to be used for limited commercial purposes; and for land designated residential to be developed at a higher density than the land use plan map designation allows. Further clarification is provided, as follows:

a. A PUD overlaying one or more residential land use plan map designations may be developed with the total number of residential dwellings allowed by the particular plan designations within the property. For example, if two (2) acres are designated for five (5) dwellings per acre and one acre is designated for ten (10) dwellings per acre, the total number of allowable dwelling is twenty (20). Commercial and office uses, or additional residential units, would only be permitted subject to the future land use plan element mixed-use and flexibility provisions.

b. A PUD with an underlying commercial land use plan map designation will not permit residential uses without the application of the flexibility rules.

(3) Flexibility, reserve or redevelopment units may be allocated to an urban infill/redevelopment PUD at the time of rezoning approval in accordance with the provisions of the Comprehensive Plan.

(Ord. No. 871, § 2, 5-10-05; Ord. No. 873, § 2, 7-12-05; Ord. No. 1003, § 2, 4-10-12; Ord. No. 2021-018, § 2, 12-14-21)

Sec. 040-040. Unified control.

All land included for the purpose of development within a planned unit development district shall be under the control of the applicant (an individual, partnership, corporation or group of individuals, partnership or corporations). The applicant shall present satisfactory legal documents to constitute evidence of the unified control of the entire area within the proposed planned unit development. The applicant in the application for rezoning shall agree to the following:

(A) To proceed with the proposed development according to the provisions of these regulations and all standards outlined in the approved PUD document, approved final site plan, restrictions, covenants, and agreements and any conditions established as part of the rezoning of the land to planned unit development.

(B) To provide agreements, contracts, covenants, deed restrictions and sureties acceptable to the City for completion of the development according to the plans and development schedule approved at the time of rezoning to planned unit development and for the continuing operation and maintenance of such areas and facilities which are not proposed to be provided, maintained or operated at public expense.

(C) To bind their successors in title to any commitments made under the above. All agreements and evidence of unified control are to be examined and approved by the Community Development Services Director or designee, and the City Attorney for certification to the PZB and City Commission that such agreements and evidence of unified control meet the intent of these regulations.

(D) If the development includes common open space, associations or non-profit corporations conforming to these regulations and the applicable laws of the State of Florida shall be formed to administer the operation and maintenance of these areas and facilities.

(Ord. No. 848, 10-14-03; Ord. No. 871, § 2, 5-10-05; Ord. No. 2021-018, § 2, 12-14-21)

Sec. 040-050. Site development standards.

All PUDs shall be subject to the development standards specifically established within the PUD document for the given PUD. The standards approved by the City Commission shall govern all use and development of the PUD. The total number of dwelling units permitted in the PUD shall not exceed the total number of units permitted by the Future Land Use Element of the Wilton Manors Comprehensive Plan for the subject parcel.

(A) *Access.* All dwelling units and other permitted uses within a planned unit development shall have access to a public street either directly or indirectly via a court, driveway, private road or other area dedicated to public or private use of common easement guaranteeing access. Permitted uses are not required to front on a dedicated road. Areas maintained for use in common to provide access shall be owned and maintained by the homeowners association required by Section 040-060 of this Article. The City shall be allowed access on privately owned roads, easements and common areas to ensure police and fire protection, to meet emergency needs, to conduct City services, to conduct license and code enforcement inspections, and to generally ensure the health and safety of the residents of the planned unit development and neighboring community. Pedestrian circulation shall be provided throughout the planned development. Sidewalks and pedestrian ways shall be constructed of concrete, tile, brick pavers, or other material approved by City Commission in the final site plan.

(B) *Off-street parking and loading requirements.* Off-street parking and loading requirement shall be as set forth in Article 30, Urban Center Mixed Use Districts for property zoned Urban Center Mixed Use, Article 135, Off-Street Parking for properties zoned other than Urban Center Mixed Use, and Article 140, Off-Street Loading, and as further outlined in the PUD document.

(C) *Landscaping.* All pervious areas shall be landscaped in accordance with Article 150, Landscaping. The required landscaping for a PUD shall be determined by utilizing the requirements of the Article 150. Landscaping, for the uses which most closely resemble the type uses and structures to be developed within the PUD. Where it is not clear which standard is most appropriate in the case of mixed-use structures or proximity of residential and nonresidential structures, the strictest landscaping standard shall apply. The City Commission upon a recommendation of the DRC and PZB may modify the landscape requirements for a PUD in unique situations to provide additional buffering or relief from unnecessary hardship.

(D) *Traffic.* All public and private streets proposed for the PUD shall conform to applicable state and local construction standards, and shall be adequate to serve the projected traffic conditions. The applicant shall provide a traffic study for the proposed planned unit development.

(E) *Open space.* Open space shall comprise at least twenty-five (25) percent of the PUD's net acreage. Areas of significant natural character or quality such as mangroves, shoreline, wetlands and wooded areas shall be identified and included in required open spaces to the fullest extent possible. Open space shall be distributed as proportionately as possible giving consideration to the relation of the open space to the uses they serve. Large open spaces shall be linked by walkways or greenways whenever possible. Open space shall mean plazas, courtyards and any other public space where people can gather, in addition to roof tops.

(F) *Underground utilities.* All utilities including telephone, television cable, and electrical systems within the planned unit development shall be installed underground. Large transformers shall be placed on the ground and contained within pad prints, enclosures or vaults with landscape screening.

(G) *Pedestrian and bicycle circulation.* A pedestrian and bicycle circulation system separate from the vehicular circulation system shall be provided within the planned unit development.

(H) *Energy conservation.* A planned unit development shall incorporate passive conservation in its site design. Such measures shall include, but not be limited to, the directional orientation of buildings, the location of windows, minimization of radiant heat absorption and the inclusion of energy efficient landscaping. Planned unit developments must adhere to Article 170 City of Wilton Manors' Green Building Program.

(I) *Buffering and compatibility requirements.*

(1) The PUD shall be designed for compatibility between proposed and existing land uses. The allocation of land uses within the PUD, perimeter yards and buffering shall be designed to maximize compatibility between the PUD and adjacent land uses.

(2) Whenever a PUD adjoins an existing detached single-family residential use or district, and the perimeter uses of the PUD are other than detached single-family dwelling units, setbacks shall be equal to the greater of twenty-five (25) feet or height of building where the PUD adjoins the detached single-family residential use or district.

(3) No portion of a building or other structure shall be erected closer than twenty-five (25) feet to the centerline of any road, street, avenue or public right-of-way.

(4) Whenever a PUD adjoins an existing non-residential use or district, the perimeter shall be designed in such a manner as to shield adjacent residential sections of the PUD from such uses through appropriate buffer or screening.

(5) Within a PUD, mixed uses shall be located and designed to provide compatibility or appropriate buffer or screening.

(6) Additionally, the applicant shall be required to demonstrate how the planned unit development will be compatible with, and preserve the character and integrity of adjacent neighborhoods. The planned unit development shall include improvements or modifications either on-site or within the public rights-of-way, if permitted, to mitigate adverse impacts, such as traffic, noise, odors, shadow, scale, visual nuisances, or other similar adverse effects to adjacent neighborhoods. Special consideration shall be given to adjoining single family and multi-family residential uses, including, but not limited to, the placement or orientation of buildings and entryways, parking areas, buffer yards, alteration of building mass, and the addition of landscaping, walls, or both, to mitigate such impacts. The applicant must control traffic flow or divert traffic as needed to reduce or eliminate development generated traffic on neighborhood streets.

(J) *Gross minimum acreage.* A minimum of one (1) gross acre shall be required for PUD rezoning.

(K) *Height.* Maximum five (5) stories not to exceed sixty (60) feet.

(L) The integrity of areas owned in common including private roadways, open space, and recreational facilities shall be further guaranteed by restrictive covenants running with the land, describing such space and providing for its use and maintenance. These restrictive covenants shall run to the benefit of, and be enforceable by, the original and succeeding owners of property within the PUD.

(M) Where common areas will be provided, the applicant shall file, at the time of approval of the final site plan, legal documents which will guarantee the dedication and maintenance of common areas, and in particular provide for restricting the use of open space to the designated purposes. Such documents shall include but not be limited to, the following provisions:

(1) An association with a declaration of the covenants and restrictions which will govern it;

(2) A conveyance to the association of all right title and interest in the open space upon the sale of the final dwelling unit or lot;

(3) The association must be established before any dwelling unit is sold;

(4) Membership in the association must be mandatory for each purchaser of a parcel of property subject to individual ownership and any successor in interest;

(5) The open space restriction must be permanent, and not for a period of time;

(6) The association must be responsible for liability insurance, local taxes, and the maintenance of common areas including private roadways, open space and recreational facilities;

(7) All owners must pay their pro rata share of the cost of such maintenance and other activities of the association which are an integral part of its operation. An assessment levied by the association against an owner may become a lien on the property;

(8) The association must be able to adjust the maintenance assessments to meet changed needs.

(Ord. No. 848, 10-14-03; Ord. No. 871, § 2, 5-10-05; Ord. No. 873, § 2, 7-12-05; Ord. No. 1003, § 3, 4-10-12; Ord. No. 2021-018, § 2, 12-14-21; Ord. No. 2024-009, § 3, 9-29-24)

Sec. 040-060. Preservation of common areas.

(A) The integrity of areas owned in common including private roadways, open space, and recreational facilities shall be further guaranteed by restrictive covenants running with the land, describing such space and providing for its use and maintenance. These restrictive covenants shall run to the benefit of, and be enforceable by, the original and succeeding owners of property within the PUD.

(B) Where common areas will be provided, the applicant shall file, at the time of approval of the final site plan, legal documents which will guarantee the dedication and maintenance of common areas, and in particular provide for restricting the use of open space to the designated purposes. Such documents shall include but not be limited to, the following provisions:

(1) An association with a declaration of the covenants and restrictions which will govern it;

(2) A conveyance to the association of all right title and interest in the open space upon the sale of the final dwelling unit or lot;

(3) The association must be established before any dwelling unit is sold;

(4) Membership in the association must be mandatory for each purchaser of a parcel of property subject to individual ownership and any successor in interest.

(5) The open space restriction must be permanent, and not for a period of time.

(6) The association must be responsible for liability insurance, local taxes, and the maintenance of common areas including private roadways, open space and recreational facilities.

(7) All owners must pay their pro rata share of the cost of such maintenance and other activities of the association which are an integral part of its operation. An assessment levied by the association against an owner may become a lien on the property;

(8) The association must be able to adjust the maintenance assessments to meet changed needs.

(Ord. No. 871, § 2, 5-10-05)

Sec. 040-070. Procedures for rezoning to urban infill/redevelopment planned unit development (PUD) district.

(A) *General process for PUD rezoning:*

(1) Pre-application process with the Development Review Committee.

(2) DRC review of rezoning and preliminary site plan applications.

(3) PZB review of rezoning and preliminary site plan applications.

(4) City Commission review of rezoning and final site plan (two (2) readings of ordinance required for rezoning).

(B) *Specific procedures for PUD rezoning.*

(1) A PUD district shall be designated and approved by the City Commission as an amendment to the zoning map pursuant to the provisions of Article 100, Map Amendments, and the requirements of this Section.

(2) The applicant shall submit the site plan together with a PUD document and completed application for re-zoning to PUD in accordance with the submission and procedural requirements of Article 85, Site Plans, and Article 100, Map Amendments, except that the application shall be agendized and considered as a PUD rezoning request, and the site plan shall be a part of the application. In the event that the proposed development requires the platting or re-platting of property, the application shall be accompanied by an application to plat or re-plat in accordance with Article 90, Plats. The review and approval of an application to rezone to a PUD shall be carried out simultaneously with the site plan review and any application for platting, unless waived by the Community Development Services Director.

a. An applicant may submit a preliminary master site plan for purposes of obtaining rezoning approval to PUD, in which case the ordinance approving the PUD designation shall not take effect until the final site plan is approved.

b. The final site plan shall be consistent with the requirements for site plans set forth in Article 85, Site Plans.

(Ord. No. 848, 10-14-03; Ord. No. 871, § 2, 5-10-05; Ord. No. 873, § 2, 7-12-05; Ord. No. 2021-018, § 2, 12-14-21; Ord. No. 2024-009, § 3, 9-29-24)

Sec. 040-080. Site plan submittal requirements.

The following items shall accompany the site plan, as applicable, in a quantity of three (3) paper copies and one (1) copy in electronic format (PDF). The Community Development Services Director may waive particular submittal items upon a determination that such items are not applicable to a specific project.

(A) Application shall comply with the requirements of Article 065 of the ULDR.

(B) Boundary survey must be certified, signed, and sealed and prepared current to within thirty (30) days; in lieu thereof, the City may accept a boundary survey, certified, signed, and sealed along with an Affidavit from the property owner that there has not been any improvement or alteration to the property as reflected in the survey since the date of the survey;

(C) A Title Policy, Title Commitment, Opinion of Title or Property Information Report, as mandated by the Community Development Services Director, current to within thirty (30) days must be shown on all Surveys, including date, policy number, issuer's name, address and the disposition of all B-II encumbrances, Title information must be kept current throughout the entire approval process;

(D) One (1) topographic survey certified by a surveyor and mapper registered in the State of Florida, with elevations provided on a one hundred (100)-foot grid, including natural features and improvements and their current use, top of bank and edge of water for all water bodies and water courses, the location of utility lines within and adjacent to the site, right-of-way width and dedication information, pavement location and width, and all easements of record;

(E) One (1) tree survey;

(F) One (1) copy of a recorded plat, if the property has been platted. The plat shall be recorded in the official records of Broward County after June 4, 1953, with the following exceptions:

1. The City by written agreement may allow building permits to be issued after plat approval and before recordation, provided no certificate of occupancy is issued prior to recordation;

2. Site grading, dredging and filling, and infrastructure construction incidental to new construction shall not require a recorded plat provided the plat has been reviewed and approved by the City Commission and Broward County Commission;

(G) Draft of any required or proposed restrictive covenants, written sureties, and common area maintenance association documents, including those for the preservation of common open space areas; grants of easement for access, drainage, utilities or other purpose; unity of title; or other restrictions to be imposed upon the use of the land and buildings;

(H) Site plans shall be folded and bound together in separate plan sets with a cover sheet indicating plan sheet numbers. The overall size of plans shall be eleven (11) inches by seventeen (17) inches drawn at a scale no smaller than one-inch equals twenty (20) feet, except when a smaller scale is approved by the Community Development Services Director. All plans shall be prepared by and signed and sealed by professional land surveyors, engineers, architects, landscape architects, or other appropriate professionals as determined by Florida Law, who are licensed and registered in the State of Florida.

(I) The applicant shall prove their financial ability to complete the project. This should be demonstrated by the following: An estimate of the overall cost of the project, proposed sources of financing, financial statement of the applicant, banking references, and/or any other information that will enable the City of Wilton Manors to determine that the applicant is financially competent to complete the project.

(J) A signed and sealed flood elevation certificate current to within thirty (30) days.

(K) All site plans shall contain the following. The Community Development Services Director may waive particular submittal items upon a determination that such items are not applicable to a specific project:

1. The proposed title of the project and the name of the professionals who prepared each plan, including engineer, architect, landscape architect and the developer;
2. The north arrow, scale and date;
3. Existing zoning of the subject site and adjacent properties;
4. Proposed changes in zoning to the applicant property, if any;
5. Adjacent land uses and buildings, including use and number of floors, dimensioned to property line of subject site;
6. Legal description;
7. Location sketch of subject property in relation to surrounding area;
8. Site boundaries clearly identified, dimensioned, and tied to section corners;
9. Existing features (trees, water, structures) including topography, roadways, and use areas;
10. Locations and dimensions of all existing and proposed rights-of-way and dedications, including ultimate right-of-way lines (if applicable), easements, property lines, streets, buildings, watercourses and water bodies, pedestrian areas, and other existing physical features in or adjoining the project;
11. The location and dimensions of proposed setback lines;
12. The location and dimensions of proposed reservations for parks, playgrounds, open spaces and other common areas;
13. The location, dimensions and character of construction, including bearings, centerline dimensions and curve data of proposed street alleys, driveways and grading plans;
14. The location, dimensions and character of construction of proposed curb cuts, entrances and exits, parking and loading areas (including number of parking spaces and loading spaces), pedestrian use areas, and vehicular use areas;
15. Photometric plan;
16. Location and dimensions of all proposed buildings, excavations, and structures to lot lines and to each other;

17. Conceptual preliminary drainage plans and statement of proposed drainage systems and methods;
18. Typical trash and garbage disposal and recycling system, including typical enclosure details and the location of each;
19. Separate landscape plan prepared in accordance with Article 150;
20. Location, character, size, height and orientation of proposed signs, including building signage details shown on plan elevations;
21. All existing and proposed pedestrian walkways and bicycle paths;
22. Existing and proposed public transit routes, bus shelter locations and easements for such shelters, and proposed layout of rights-of-way, if necessary;
23. Proposed building floor plans and architectural elevations, including building height and finished floor elevations;
24. Type and location of mail receptacles;
25. Conceptual utilities plan (all utilities must be underground);
26. The following computations:
    a. Total gross and net acreage;
    b. Proposed net and gross density, and number of dwelling units for site plans with residential components;
    c. Total existing and proposed square footage of buildings and breakdowns by floor, use type, bay or tenant space, and dwelling unit, including required and provided minimum floor areas;
    d. Area devoted to vehicular use areas (roadways, aisles, parking);
    e. Gross project area allocated for common open space;
    f. Plot coverage by roofed structures;
    g. Pervious and impervious surface area, also expressed as a percentage of the site area;
    h. Number of required and provided parking spaces including handicapped, and any spaces devoted to attendant parking if permitted;
    i. Minimum lot area, width and depth required and provided;
    j. Minimum yard setbacks or specific build-to lines required and provided;
    k. Maximum and minimum (if applicable) required and proposed building height;
    l. Minimum floor area required;
    m. Adjacent zoning and existing land uses.
27. Traffic circulation and pavement marking plan (may be shown on site plan sheets);
28. Phasing plan, if applicable, with beginning and ending time frames of construction of the entire project and beginning and ending time frames for all phases of the project;
29. For properties under consideration for rezoning to planned unit development (PUD), a PUD document detailing development standards and criteria (i.e., building height, setbacks, density, lot area, landscaping, parking, open space, lot coverage, sign regulations, etc.);
30. If necessary, written authorization to reproduce any documents accompanying site plan submittals from the applicant, agent, architect, landscape architect, engineer, attorney, etc.

31. Shadow Study or Shade Study demonstrating how the proposed development will cast its shadow and demonstrate any potential impacts on neighboring properties, parks, plazas, sidewalks, or other open spaces; and if impacted, how the shadow will be mitigated. Shadow Study must be prepared by professional land surveyors, engineers, architects, landscape architects, or other appropriate professionals. A shadow study or shade study must be provided for proposed buildings of more than three (3) stories.

    a. Submittal requirements:

        1) Provide sketch, 2D map, 3D map, aerial photos and/or a combination thereof.

        2) Analysis shall be conducted for the following dates and times (Eastern standard time) with and without proposed building:

        3) Winter Solstice—Typically on December 21 (1.5 hours after sunrise, solar noon, 3:00 p.m., and 1.5 hours before sunset).

        4) Summer Solstice—Typically on June 21 (1.5 hours after sunrise, solar noon, 3:00 p.m., and 1.5 hours before sunset).

        5) Vernal Equinox—Typically on March 21 (1.5 hours after sunrise, solar noon, 3:00 p.m., and 1.5 hours before sunset).

        6) Autumnal Equinox—Typically on September 21 (1.5 hours after sunrise, solar noon, 3:00 p.m., and 1.5 hours before sunset).

        7) A letter prepared by a professional land surveyor, engineer, architect, landscape architect, or other appropriate professional summarizing impacts of proposed development and any measures that will be taken to mitigate these impacts.

        8) The shadow drawings and analysis shall be prepared by qualified professionals and persons with experience in this field.

        9) Mitigation options can include the following in addition to recommendations by a professional land surveyor, engineer, architect, landscape architect, or other appropriate professional:

            i. The reorientation of building and/or structure to avoid long periods of shadows on adjacent residential uses.

            ii. Orientate building and/or structure to shade pedestrian areas during hottest times of the day.

            iii. Where possible, reorientation of the sun sensitive uses.

            iv. Incorporation of architectural design techniques and/or reflective façade materials to increase available light.

            v. Massing adjustments including but not limited to, additional setbacks and step backs.

            vi. Building placement and orientation.

32. Traffic Study or Statement assessing the proposed development's vehicular, pedestrian and bicycle access; on-site circulation; parking; any proposed roadway or easement vacations or road closures, whether permanent or temporary for construction purposes; and off-site roadway impacts, including those within adjacent neighborhoods. The Traffic Study or Statement shall also identify proposed mitigation for to the development's vehicular, pedestrian and bicycle access; on-site circulation; parking; any proposed roadway or easement vacations or road closures, whether permanent or temporary for construction purposes; and off-site roadway impacts, including those within adjacent neighborhoods.

(Ord. No. 871, § 2, 5-10-05; Ord. No. 873, § 2, 7-12-05; Ord. No. 1003, § 4, 4-10-12; Ord. No. 2024-009, § 3, 9-29-24)

Sec. 040-090. Recording of documents.

Upon approval of a final site plan for a planned unit development, all required covenants, maintenance association documents, grants of easements or other restrictions shall be recorded in the public records of Broward County. The provisions thereof as to land use shall bind the property covered thereby, as provided in this Article, with the full force and effect of specific zoning regulations.

No building permits shall be issued prior to approval of all required PUD documents, restrictions and covenants and subsequent recording. All building permits must be in conformance with the approved final site plan.

(Ord. No. 871, § 2, 5-10-05; Ord. No. 2021-018, § 2, 12-14-21)

Sec. 040-100. Amendments in the approved site plan and/or PUD document.

The following are procedures regarding the amendment of a site plan approved in conjunction with a PUD and or a PUD document.

(A) *Submittal requirements:*

1. Applications shall comply with the requirements of Article 065 of the ULDR.
2. Applications shall be accompanied by submittal requirements described in Section 040-080 of this Article. The Community Development Services Director may waive particular submittal items upon a determination that such items are not applicable to the amended site plan approved in conjunction with a PUD and or PUD document.

(B) *Determination of process to amend site plan and or PUD document.* Applications shall be submitted to the Community Development Services Department. The Community Development Services Director shall review applications to determine if they are considered a major, minor or administrative amendment to the site plan approved in conjunction with a PUD and or PUD document. Such determination shall be provided, in writing, to the applicant within four (4) business days after receipt of a completed application. The determination of the Community Development Services Director shall be based on the following criteria:

1. Major amendment includes the following:
    a. An increase in floor area by more than five (5) percent of the approved floor area on the approved site plan.
    b. Changes that alter specific conditions of approval.
    c. Changes in use provisions.
    d. Landscape modification to a site plan approved in conjunction with a PUD and or a PUD document as determined by the Community Development Services Director with a deviation of greater than five (5) percent of the site plan approved in conjunction with a PUD and or a PUD document.
    e. Increase to the square footage of a building of greater than five (5) percent.
    f. Changes to setbacks of greater than five (5) percent.
2. Minor amendment includes the following:
    a. Elevation changes that have been determined to be part of a site plan approved in conjunction with a PUD and or PUD document, excluding windows and/or doors, as determined by the Community Development Services Director.

b. Landscape modification to a site plan approved in conjunction with a PUD and or a PUD document as determined by the Community Development Services Director with a deviation of five (5) percent or less of the site plan approved in conjunction with a PUD and or a PUD document.

c. Addition or relocation of dumpster and/or dumpster enclosure for commercial, multi-family, industrial or mixed-use properties.

d. Increase to the square footage of a building of five (5) percent or less.

e. Changes to setbacks of five (5) percent or less.

f. Any amendment to a site plan approved in conjunction with a PUD and or a PUD document that is deemed by the Community Development Services Director, to be a minor amendment.

g. Notwithstanding anything contained herein to the contrary, any change to a condition of approval or exception granted by the City Commission shall not be deemed a minor development.

3. Administrative amendment shall include all amendments to site plans approved in conjunction with a PUD and or a PUD document which is not determined to be a major or minor amendment, but requires additional administrative review including, but not limited to, the following:

a. Improvements which include, but are not limited to, adding awnings or canopies for commercial, industrial, or mixed-use properties, or multi-family development.

b. Addition or elimination of a door and/or window opening to commercial, industrial or mixed-use properties.

c. Minor elevation changes to a site plan approved in conjunction with a PUD and or a PUD document as determined by the Community Development Services Director.

d. Minor landscape modification to a site plan approved in conjunction with a PUD and or a PUD document as determined by the Community Development Services Director.

e. Decreases to the square footage of a building of no more than five (5) percent.

f. Changes to fence material and design.

g. Changes to signage that was part of a site plan approved in conjunction with a PUD and or a PUD document that is consistent with the signage regulations in Article 145 and Article 30 of the City's ULDRs.

h. Changes to roof material that were approved as part of a site plan approved in conjunction with a PUD and or included in the PUD document.

i. Changes to paint color that were approved as part of a site plan approved in conjunction with a PUD and or included in the PUD document.

j. Changes to site plan that were approved in conjunction with PUD and or PUD document to promote energy efficiency that are not considered a major or minor amendment.

k. Any amendment that is deemed by the Community Development Services Director to require an administrative review.

(C) *Site plan review procedures.*

1. *Minor site plan.*

a. The Community Development Services Director, or the Community Development Services Director's designee, shall review the application and all support documents for completeness. The Community Development Services Director, or the Community Development Services Director's designee, shall notify the applicant within four (4) business days of any deficiencies in the application or support documents and specify what additional requirements are to be met. Once

the Community Development Services Director, or the Community Development Services Director's designee, has determined that the application and support documents are complete, the application and support documents shall be distributed to the Development Review Committee.

b. Mail notice requirements for minor site plans. The owners of all lands under consideration for approval of a minor site plan and the owners of all lands within the City lying within three hundred (300) feet of the exterior boundaries of the application subject site shall be notified by the applicant, at the applicant's cost, of the application and of the Development Review Committee meeting at which the application will be considered. In addition, if any property within the three hundred (300) foot radius is within an adjacent municipality, the clerk of such municipality shall receive similar notice of the application. In the event the notification area includes land declared to be a condominium under F.S. Ch. 718, as may be amended from time to time, then notice to the condominium association shall constitute sufficient notice. Such notices shall be sent by regular first-class mail, to the persons shown upon the current tax rolls of Broward County to be the respective owners. Proof of mailing through a "certificate of mailing," or other means acceptable to the Community Development Services Director, shall be provided prior to the Development Review Committee meeting.

c. If the Community Development Services Director, or designee, determines that the application requires a minor review, the application shall be forwarded to the Development Review Committee pursuant to Article 130, Division 3 of the ULDR's. The Community Development Services Director shall consider and act on site plan review applications for minor developments following review by the City's Development Review Committee. The Community Development Services Director may either approve; approve with any conditions, limitations or requirements; deny; or postpone consideration of any application pending submittal of additional information which may be required to make a determination based upon the recommendation of the Development Review Committee. The Community Development Services Director shall issue a written decision which shall be attached to the application for site plan approval. Each consideration substantiating the action of the Development Review Committee shall be included in the decision.

d. Appeal of the Development Review Committee/Community Development Services Director for a minor site plan. An Adversely Affected Party may appeal a final order of the Development Review Committee/Community Development Services Director approving, approving with conditions, or denying a minor site plan to the Planning and Zoning Board. Any appeal to the Planning and Zoning Board shall be filed within thirty (30) calendar days of the date of written determination of the Community Development Services Director.

e. Once an applicant is scheduled for a Development Review Committee meeting, responses to comments provided by the Development Review Committee members shall be submitted no later than sixty (60) days after the date of the Development Review Committee meeting. Responses to comments include addressing each comment provided in writing and revised plans. Once the responses to comments have been submitted to the Community Development Services Department, a Development Review Committee meeting will be scheduled. If there is no activity or response to Development Review Committee comments after sixty-one (61) days from the date of the prior Development Review Committee meeting, the application is deemed to be withdrawn. The Community Development Services Director, or the Community Development Services Director's designee, shall provide a written confirmation to the applicant.

2. *Administrative Site Plan Review Procedures.*

a. The Community Development Services Director, or designee, shall review the application and all support documents for completeness. The Community Development Services Director, or

designee, shall notify the applicant within four (4) business days of any deficiencies in the application or support documents and specify what additional requirements are to be met.

b. Notice requirements for administrative review of site plan. Applicant must provide letters from abutting properties owners of the parcel subject to administrative site plan review.

c. Once the Community Development Services Director, or designee, has determined that the application and support documents are complete, the Community Development Services Director will review the application to determine whether the application is a major, minor, or requires an administrative site plan review.

d. If the Community Development Services Director determines that the application requires an administrative site plan review, the application will be reviewed by the Community Development Services Director for consistency with the ULDR within sixteen (16) business days.

e. The Community Development Services Director may either approve; approve with any conditions, limitations or requirements; deny; or refer the application to the Development Review Committee and/or the Planning and Zoning Board.

f. Appeal of the Community Development Services Director administrative site plan review. An Adversely Affected Party may appeal a final order of the Community Development Services Director approving, approving with conditions, or denying administrative site plan review to the Planning and Zoning Board. Any appeal to the Planning and Zoning Board shall be filed within thirty (30) calendar days of the date of written determination of the Community Development Services Director along with applicable fees as provided for in the Community Development Services Fee Schedule, as amended from time to time.

(Ord. No. 871, § 2, 5-10-05; Ord. No. 1003, § 5, 4-10-12; Ord. No. 2024-009, § 3, 9-29-24)

Sec. 040-110. Performance bonds and other guarantees.

(A) The applicant shall post a performance bond sufficient to secure to the City the satisfactory construction, installation and dedication of all required public improvements prior to the issuance of the first building permit. The performance bond shall be in the amount of one hundred ten (110) percent of the cost of the public improvements based on the final estimated cost of construction of all required improvements, including but not limited to roads, drainage, curb and gutter, sidewalks, and water and sewer utilities as determined by a licensed engineer. The final estimated cost of construction shall be submitted and approved by the Community Development Services Director and the Emergency Management/Utilities Director. The performance bond shall be subject to approval of the City Attorney. In addition to the performance bond, there shall be an administrative fee of four hundred dollars ($400.00) per bond.

(B) *Building permits and certificate of occupancy.* The Building Official shall issue permits for buildings and structures within the PUD only if they are in conformance with the approved final site plan. The construction of public improvements and the provision of required open space which are shown on the final site plan shall proceed at the same rate as the construction of residential units or commercial uses. The Building Official shall not issue building permits or certificates of occupancy if the rate of construction of residential units and commercial units exceeds the rate at which open space and public improvements have been constructed and provided.

(Ord. No. 871, § 2, 5-10-05; Ord. No. 2021-018, § 2, 12-14-21; Ord. No. 2024-009, § 3, 9-29-24)

Sec. 040-120. Failure to begin or continue planned unit development.

(1) If no building permit has been issued within one (1) year from approval of the final site plan, the approval of the final site plan and rezoning shall lapse and become null and void. Approval of any flexibility provisions within the

PUD as part of the rezoning shall also become null and void. The City shall then initiate a rezoning of the property from PUD to the prior zoning of such property.

(2) The Community Development Services Director upon request by the applicant for good cause shown may extend for no more than one (1) additional year the period for beginning construction or establishing a use.

(3) If after construction has commenced the building permits expire from inactivity as provided for in the Florida Building Code, and remain expired for a period of eighteen (18) months, the final site plan shall be re-reviewed by the DRC for compliance with applicable codes before any further building permits are issued. The DRC shall re-approve the final site plan if it is in conformance with applicable codes at the time of re-review.

(Ord. No. 848, 10-14-03; Ord. No. 871, § 2, 5-10-05; Ord. No. 2021-018, § 2, 12-14-21; Ord. No. 2024-009, § 3, 9-29-24)

Sec. 040-130. Exceptions.

The City Commission may waive certain requirements contained herein when such requirements are not feasible or applicable to a particular property or proposed development. The applicant must submit a detailed justification describing how the specific section of the Code of Ordinances or Unified Land Development Regulations is not feasible or applicable to the project from which the applicant is requesting an exception from. For example, the requirement for an on-site pedestrian and bicycle circulation system would not be feasible if the proposed PUD rezoning involves one (1) single-family dwelling on a lot too small to accommodate such a circulation system. In addition, it would not be feasible to require loading areas or creation of a homeowner's association for a proposed PUD rezoning that involves one (1) single-family dwelling.

(Ord. No. 848, 10-14-03; Ord. No. 871, § 2, 5-10-05; Ord. No. 2021-018, § 2, 12-14-21; Ord. No. 2024-009, § 3, 9-29-24)

Life's Just Better Here

Article 040 of the City's Unified Land Development Regulations (ULDRs): Planned Unit Development (PUD) Regulations

April 28, 2026

City Commission

Planned Unit Development (PUD) Regulations

- The objective of this presentation is to provide the City Commission with the purpose and intent of PUDs, a summary of the City's current PUD regulations, a brief history of the City's past PUD regulations, and an overview of previously approved PUDs within the City.

- City staff requests direction of the City Commission whether to proceed with proposed amendments to the current PUD regulations and any specific areas in which the City Commission wishes City staff to focus on.

What is a Planned Unit Development (PUD)

- A Planned Unit Development (PUD) is a type of zoning designation that allows a developer to customize development standards specific to a subject parcel.
- Key elements of a PUD include:
  - Unified site planning
  - Mixture of uses
  - Flexibility of standards
  - Negotiated approval process
  - The municipalities' ability to require conditions of approval specific to the project based on the nature of the site and compatibility with the surrounding neighborhood
  - Emphasis on design quality and amenities

What is the intent of a PUD?

- PUD regulations are intended to stimulate reinvestments necessary for viable redevelopment by permitting land under unified control to be planned and developed as a whole.
- Section 040-010 lists objectives in creating an Urban Infill/Redevelopment PUD District to include, but not limited to:
  - Design control
  - Consistency with the City's Comprehensive Plan and the City's Unified Land Development Regulations
  - Encourage mixed use development
  - Promote a sustainable community
  - Preserve the natural environment
  - Provide open space and recreation areas
  - Adequate transportation infrastructure
  - Encourage infill and redevelopment projects

PUD Standards

- Section 040-050 states all PUDs shall be subject to the development standards specifically established within the PUD document for the given PUD.
- The standards approved by the City Commission shall govern all use and development of the PUD.
- These standards include:
  - Access
  - Off street parking and loading
  - Landscaping
  - Traffic
  - Open space
  - Utilities
  - Pedestrian and bicycle circulation
  - Energy conservation
  - Buffering and Compatibility
  - Height
  - Minimum gross acreage

PUD Exceptions – Section 040-130

- The City Commission may waive certain requirements of the PUD regulations when such requirements are not feasible or applicable to a particular property or proposed development.
- The applicant must submit a detailed justification describing how the specific section is not feasible or applicable to the project from which the applicant is requesting an exception from.

PUD Regulations History

Ordinance Number	Adopted
Z-208	July 27, 1999
839	February 11, 2003
873	July 12, 2005
1003	April 10, 2012
2021-018	December 14, 2021
2024-009	September 24, 2024

PUD Approved Projects

- The following are approved PUDs within the City:
  - Wilton Station – 1201 NE 26 Street and 2617 NE 14 Avenue
  - Village at Wilton Manors – 551-561 NE 21 Court, 609-615 NE 22 Drive, and 621-627 NE 22 Drive
  - Wilton Hotel – 2505 N. Dixie Highway
  - Altessa (Lennar Project) – 1550 NE 26 Street

Wilton Station

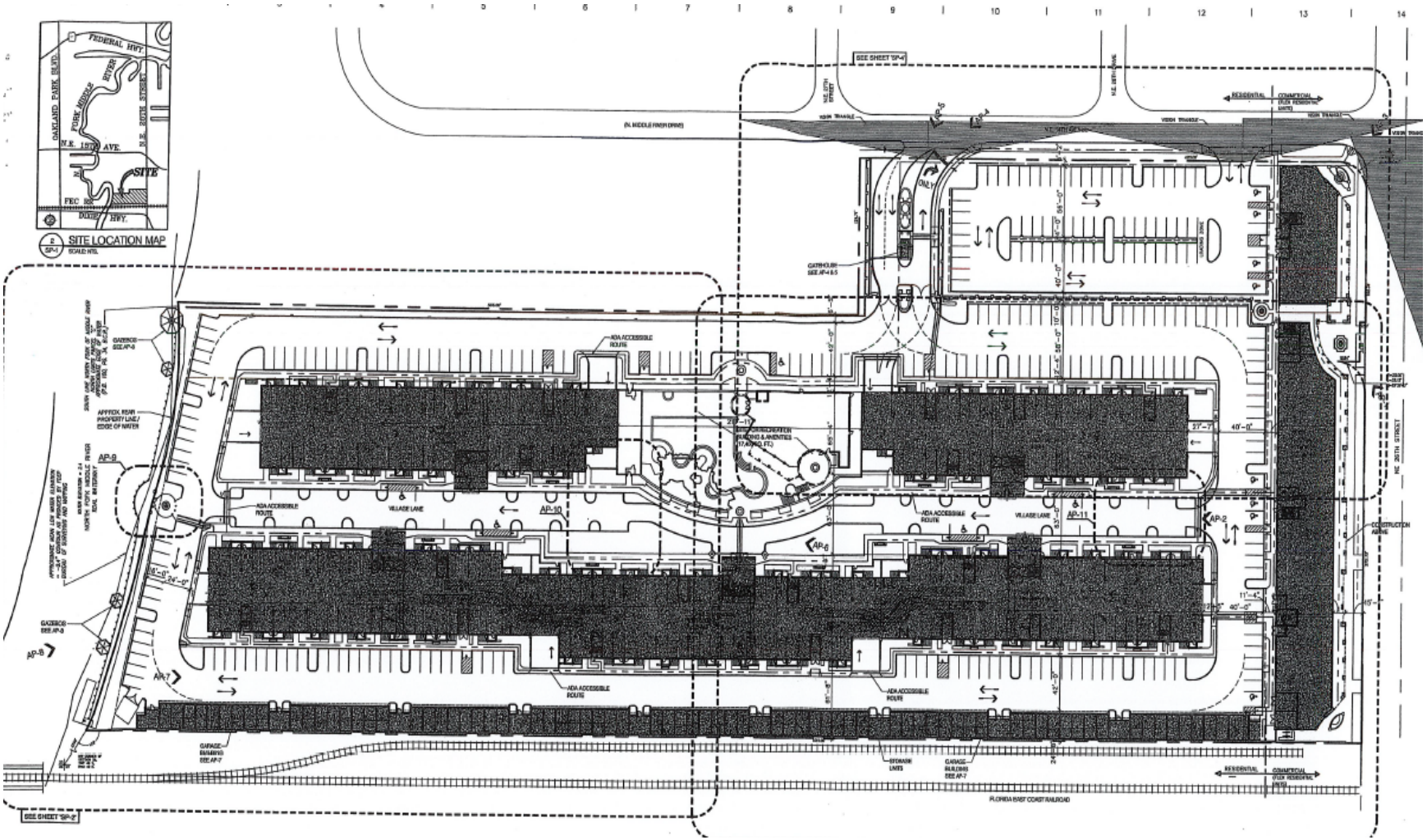




Wilton Station – Aerial



Wilton Station – Site Plan



Wilton Station – Exceptions Granted

- No exceptions were granted.

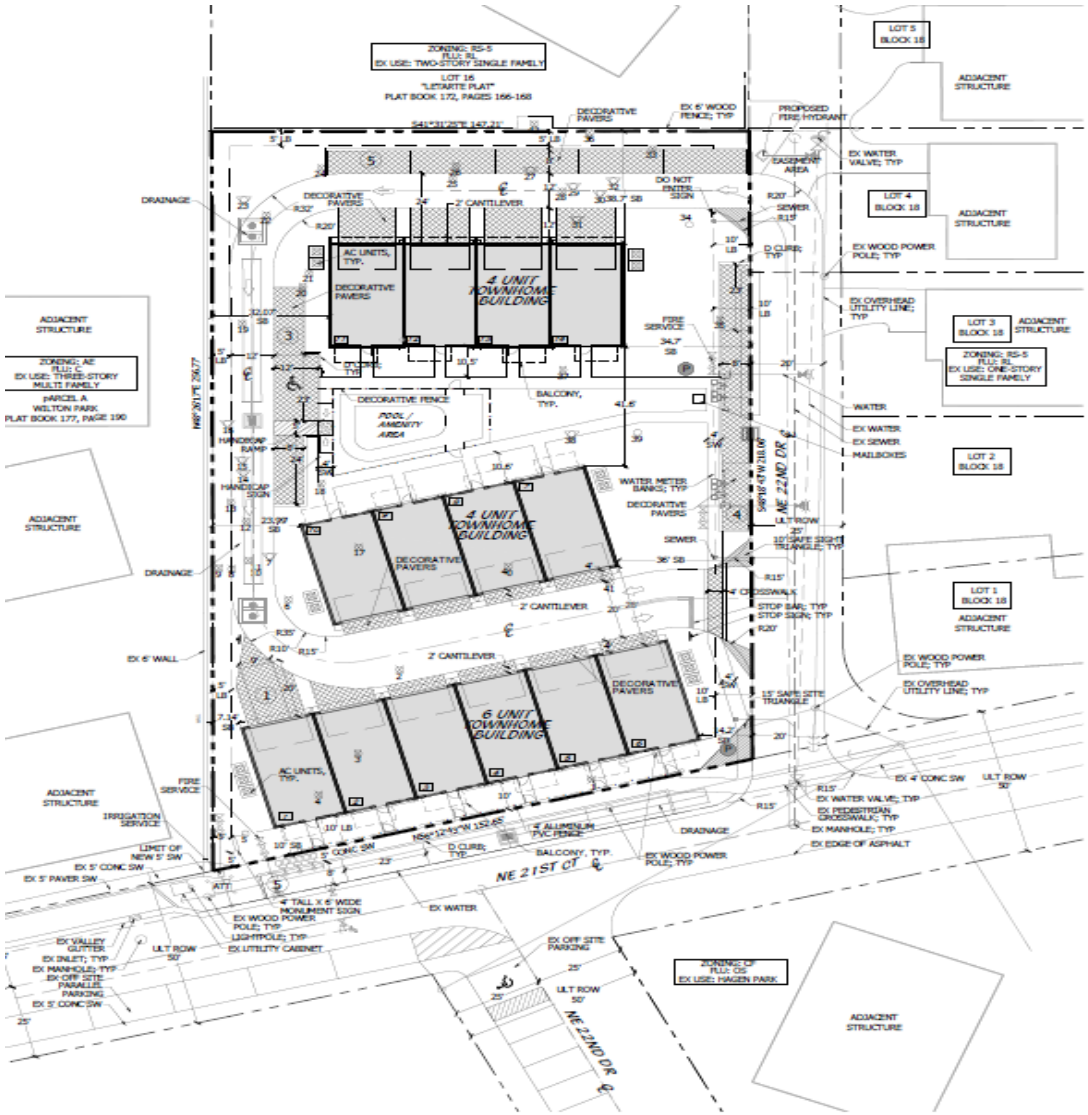
Village at Wilton Manors



Village at Wilton Manors - Aerial



Village at Wilton Manors – Site Plan



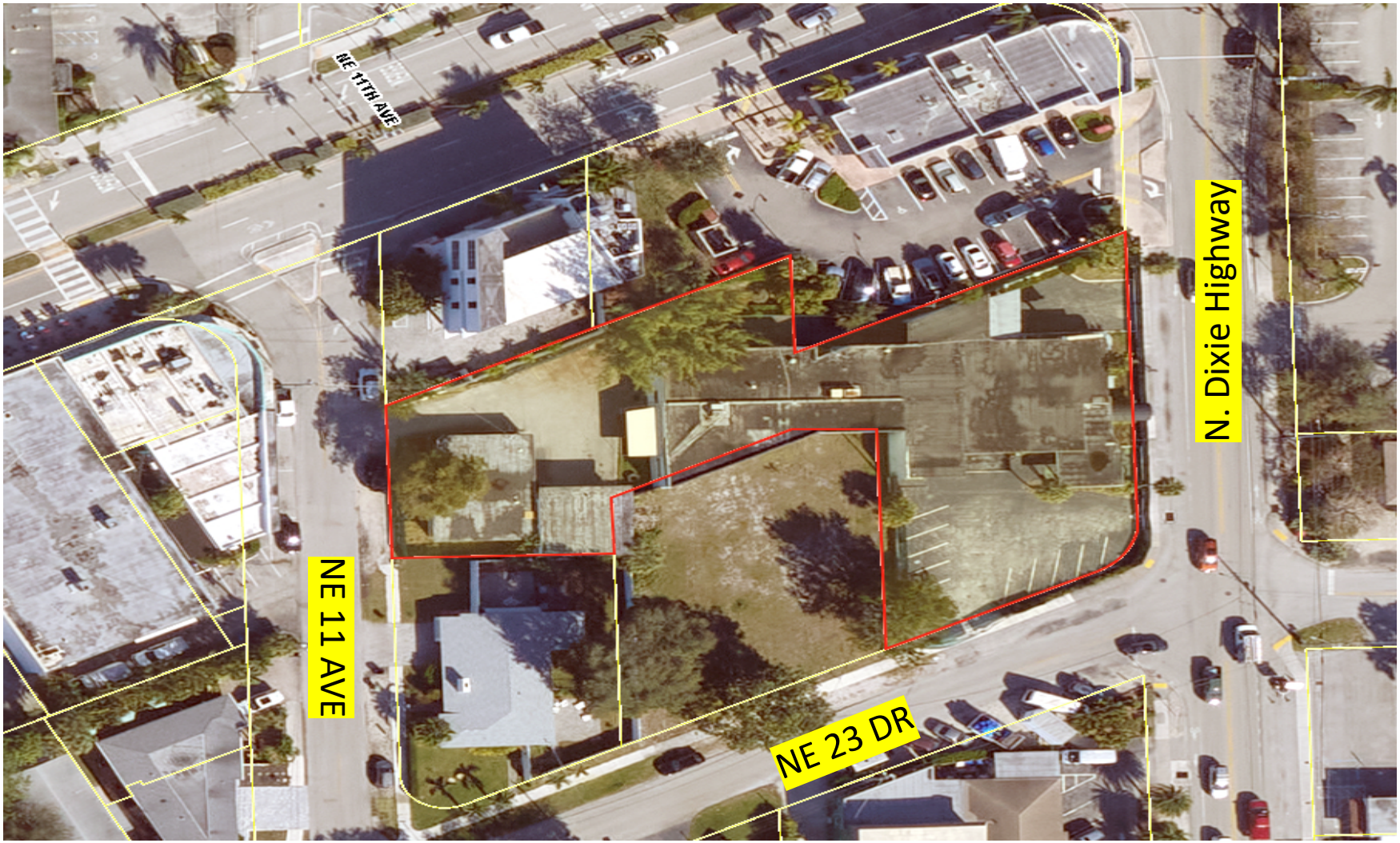
Village at Wilton Manors – Exceptions Granted

City's PUD Requirements (Adopted Ord. No. 1003, 04.10.2012)	Exceptions
Gross Minimum acreage – two (2) acres	To allow for 0.8914 acres
Minimum access width dimensions at the street of for two-way - Twenty-five (25) feet	To allow for twenty (20) foot wide two-way access at street
Standard off street parallel parking space requires a width of ten (10) feet and length of twenty-three (23) feet	To allow for eight (8) foot wide parallel parking space.
No more than forty (40) percent of all trees within the vehicular use area may be palms.	To allow for fifty-six (56) percent.

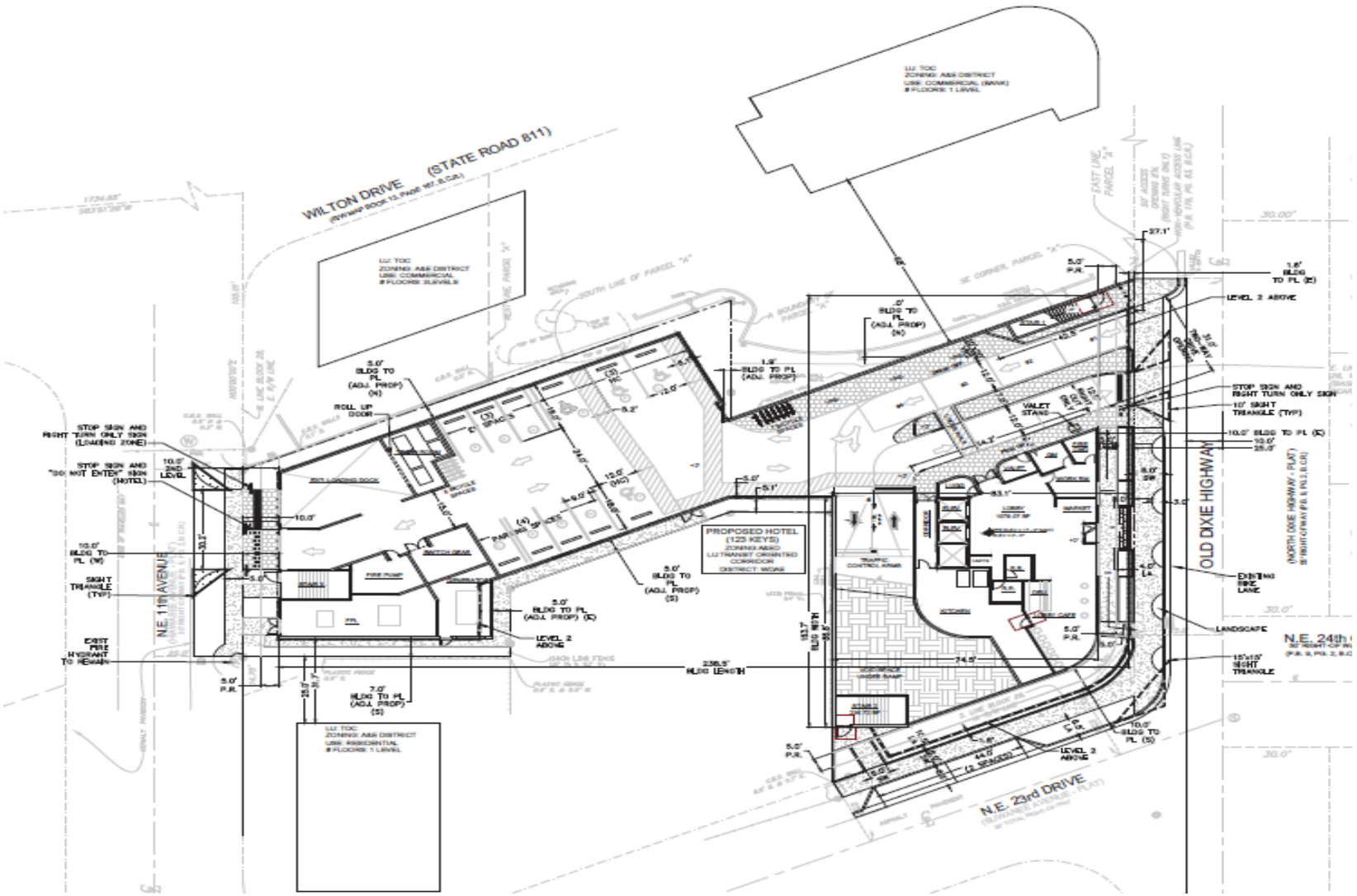
Wilton Hotel



Wilton Hotel - Aerial



Wilton Hotel - Site Plan



Wilton Hotel – Exceptions Granted

City's PUD Requirements (Adopted Ord. No. 2021-018, 12.14.2021)	Exceptions
Gross acreage – two (2) acres	0.76 gross acres
Whenever a PUD adjoins an existing detached single-family residential use or district, and the perimeter uses of the PUD are uses other than detached single-family dwelling units, setbacks shall be equal to the greater of twenty-five (25) feet or height of building where the PUD adjoins the detached single-family residential use or district.	Zero (0) feet (southern interior side setback)
Maximum five (5) stories not to exceed sixty (60) feet	Eight (8) stories with a maximum height of ninety (90) feet
Standard parking spaces required to be nine (9) feet in width and twenty (20) feet in length	To allow for eighteen (18) feet in length
Stacked parking permissible for single family, duplex, and townhomes	To allow for fifty-seven (57) stacked parking spaces

Wilton Hotel – Exceptions Granted

City's PUD Requirements (Adopted Ord. No. 2021-018, 12.14.2021)	Exceptions
Parallel parking spaces required to be twenty-three (23) feet in length and ten (10) feet in width	To allow for twenty-two (22) feet in length and nine (9) feet in width
Required number of parking spaces for hotel: One and one-tenth (1.1) spaces per guest sleeping room – one hundred and thirty-six (136) parking spaces.	To allow for ninety-four (94)
Required number of handicapped spaces – one (1) space per twenty-five (25) required – five (5)	To allow for four (4)
Required to provide (5) vehicular stacking for parking attendant – five (5) spaces required with dimensions of ten (10) feet in width and twenty (20) feet in length	To allow for three (3) attendant spaces with dimensions of nine (9) feet in width and twenty (20) in length.
Required to provide (5) vehicular stacking for parking attendant – five (5) spaces required with dimensions of ten (10) feet in width and twenty (20) feet in length	To allow for three (3) attendant spaces with dimensions of nine (9) feet in width and twenty (20) in length.

Wilton Hotel – Exceptions Granted

City's PUD Requirements (Adopted Ord. No. 2021-018, 12.14.2021)	Exceptions
Required to provide three (3) loading spaces	To allow for one (1) loading space
Required to provide ten (10) foot landscape buffer along N. Dixie Highway, NE 23 Drive, and NE 11 Avenue; and five (5) landscape buffer at rear and side property lines.	To allow for a 1 foot, 6-inch landscape buffer is proposed abutting N. Dixie Highway; a 1 foot 10-inch landscape buffer is proposed abutting NE 23 Drive, and 10-foot landscape buffer is proposed abutting NE 11 Avenue; and allow for five (5) foot and seven (7) foot landscape buffers.
Required to provide one (1) tree per thirty (30) feet of linear frontage – nine (9) trees	To allow for five (5) trees
Required to provide one (1) tree and six (6) shrubs per 1,000 square feet of vehicular use area – one (1) tree or three (3) palms and six (6) shrubs	To allow for one (1) palm and six (6) shrubs
Required to provide one (1) tree and ground cover per island – two (2) trees or six (6) palms	To allow for two (2) palms
Required two (2) feet in height for wall signs	To allow up to seven (7) feet, five (5) inches

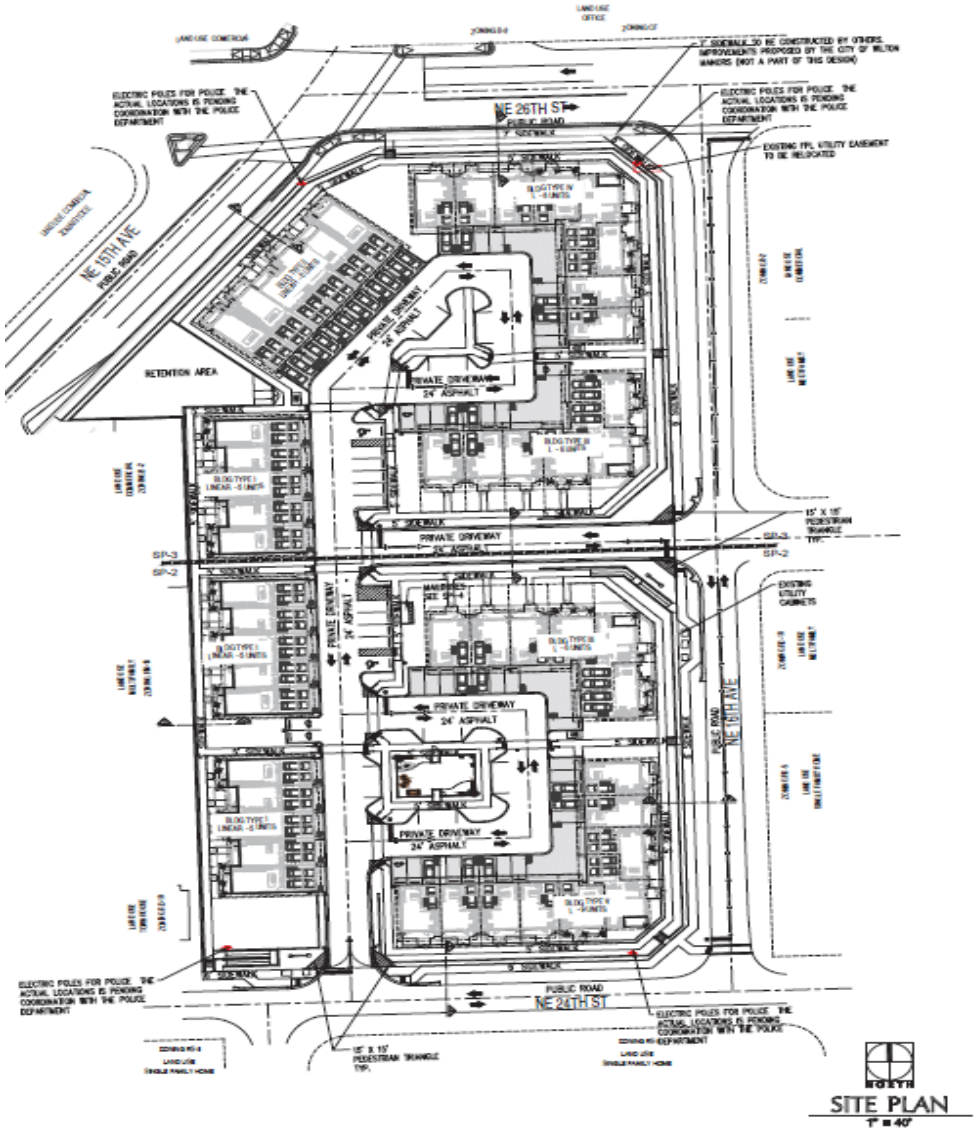
Altessa (Lennar Project)







Altessa (Lennar Project) – Site Plan



Altessa (Lennar Project) – Aerial



Altessa (Lennar Project) – Exceptions Granted

City's PUD Requirements (Adopted Ord. No. 2021-018, 12.14.2021)	Exceptions
Required parking spaces – one hundred and sixty (160) required	To allow for 149 parking spaces
Required to provide standard parking spaces that are nine (9) width and twenty (20) feet long	To allow for eight (8) feet in width and nineteen (19) feet in length
Required to provide ten (10) foot landscape buffer along streets and five (5) landscape buffer along side and rear property lines.	To allow for between zero (0) feet and five (5) feet
Whenever a PUD adjoins an existing detached single-family residential use or district, and the perimeter uses of the PUD are uses other than detached single-family dwelling units, setbacks shall be equal to the greater of twenty-five (25) feet or height of building where the PUD adjoins the detached single-family residential use or district.	To allow for nineteen point seven five (19.75) feet

Questions

THANK YOU
FOR YOUR SERVICE
TO THE
ISLAND CITY

Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 28, 2026

From: Roberta Moore, Community Development Services Director
Prepared by: Roberta Moore, Community Development Services Director

(a) Subject: Discussion on Distance Separation — Alcoholic Beverage Location Restrictions. Requested by Vice Mayor Chris Caputo

(b) City Manager Recommendation:

(c) Report In Brief: A discussion of the distance separation requirements for alcoholic beverage establishments.

(d) Discussion: Section 3-6, Section 3-7, Section 10-69 of the City of Wilton Manors (City) Code of Ordinances and Article 030-033 and Article 050-020 of the City's Unified Land Development Regulations contain distance separation requirements related to alcoholic beverage establishments.

(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. Sec. 3_6. Distance between places of business 4.16.26
2. Sec. 3_7. Distance from churches or schools 4.16.26
3. Sec. 10_69 Adult Entertainment Establishments - Distance requirements 4.16.26
4. Sec. 030_033. Alcoholic beverage sale within the urban center districts 4.16.26
5. Sec. 050_020. Establishments selling alcoholic beverages location restrictions 4.15.2026

Sec. 3-6. Distance between places of business.

No license shall be issued to sell any alcoholic beverage that violates any of the zoning laws of the City relative to distances between places of business as set out in the zoning ordinance or any amendments thereto. No such license shall be issued during the period in which the existing license is renewable as a matter of course at such existing location, nor shall the existing license be permitted to be transferred from location to location so as to violate such required distances between places selling alcoholic beverages.

(Ord. No. 2022-007, § 3, 5-10-22)

Sec. 3-7. Distance from churches or schools.

No license shall be issued to sell any alcoholic beverage for consumption on or off the premises that violates any of the zoning laws of the City relative to distance from churches or schools as set out in the zoning ordinance or any amendments thereto. Whenever a license has been lawfully procured and thereafter a church or school is established within a distance otherwise prohibited by law, the establishment of such church or school shall not be cause for the revocation of the license or prevent the subsequent renewal of same.

(Ord. No. 2022-007, § 3, 5-10-22)

Sec. 10-69. Distance requirements.

No adult bookstore/adult video store, adult motion picture theater, nude entertainment establishment, encounter studios/modeling studios, adult video store, adult domination/submission parlors, adult encounter studio, or mixed-use store shall be located within a one-mile radius, property line to property line, of any other aforementioned establishments, or within one thousand (1,000) feet, property line to property line, of any establishment selling beer or intoxicating liquor for consumption on the premises, hotels, motels, public lodging houses, churches, schools, kindergartens, nursery schools, day care centers, pawnshops, pool or billiard halls, or within one thousand (1,000) feet of any area zoned for residential use. Notwithstanding any other provision of the city of Wilton Manor's Code, or this section a "mixed-use store" may locate within the arts and entertainment district, however any subsequent mixed-use store whether located within or outside of the arts and entertainment district shall not locate within two thousand (2,000) feet of said mixed-use store located within the arts and entertainment district.

(Ord. No. 2022-017, § 2, 10-25-2022)

Sec. 030-033. Alcoholic beverage sale within the urban center districts.

(A) *Minimum distance requirements between establishments.* There shall be no minimum distance separation required between any place of business within the Urban Center Districts licensed by the state to sell alcoholic beverages for consumption on premises and any other place of business licensed by the state to sell alcoholic beverages on or off the premises within the Urban Center Districts.

(B) Places of business licensed to sell alcoholic beverages either for consumption on or off premises located outside of the Urban Center Districts and existing at the time of enactment of this Section shall not be nonconforming for failure to satisfy the minimum required distance separation from any establishment located within the Urban Center Districts licensed to sell alcoholic beverages. For the purpose of minimum distance separation requirements between places of business within the Urban Center Districts licensed to sell alcoholic beverages and places of business similarly licensed outside the Urban Center Districts which were not in existence at the time of enactment of this Section, distance separation shall be measured from the edges of the Urban Center Districts, and not to any physical establishment within the Urban Center Districts, and all of the Urban Center Districts shall thereafter be considered one establishment licensed to sell alcoholic beverages.

(C) *Minimum distance required from place of worship or school.* There shall be no minimum distance required between any place of business within the Urban Center Districts licensed by the state to sell alcoholic beverages for consumption on or off premises and any place of worship or school.

(D) *Outdoor sale of alcoholic beverages.* Places of business within the Urban Center Districts, properly licensed by the state to sell alcoholic beverages, may sell and serve alcoholic beverages outdoors at any location within the Urban Center Districts and under the control of the licensee, provided the ULDR otherwise permit the business at the location and the City licenses the business to sell beverages outdoors, including, but not limited to, sidewalk cafes, outdoor areas designated for food or beverage consumption, or both, adjacent to and operated in concert with a place of business operated within the enclosed premises, licensed freestanding structures including outdoor bars and kiosks selling food and beverages including alcoholic beverages, and pushcart type vehicles (excluding permitted vending carts on public property).

(E) *Alcoholic beverage regulations.* Except as specifically set forth herein, businesses licensed to sell alcoholic beverages by the state shall comply with the alcoholic beverage regulations provided in the ULDR.

(F) *Hours of sale.*

(1) No vendor shall sell or offer for sale or deliver or serve upon the premises of such vendor, within the Urban Center Districts, any liquor, beer or wine regardless of alcoholic content on Monday through Friday between the hours of 2:00 a.m. and 7:00 a.m., and on Saturday and Sunday between the hours of 3:00 a.m. and 7:00 a.m. within the Urban Center Districts.

(2) No person shall sell or offer for sale or deliver, within the Urban Center Districts, any liquor, beer or wine, regardless of alcoholic content, by package, bottle or container on Monday through Friday between the hours of 2:00 a.m. and 7:00 a.m., or on Saturday and Sunday between the hours of 3:00 a.m. and 7:00 a.m.

(Ord. No. 2021-011, § 2, 8-24-21)

Sec. 050-020. Establishments selling alcoholic beverages; location restrictions.

(A) Except as provided under Subsection (B), under the power and right to zone areas in which the sale of alcoholic beverages is prohibited or permitted within the City limits, it is hereby established that the sale of alcoholic beverages for consumption on or off the premises under authority of a state license issued under the provisions of F.S. §§ 563.02(1)(b), 564.02(1)(b), and 565.02(1)(a) and (b), as may be amended from time to time, is prohibited in any place of business located within prescribed distances from the specified uses, as follows:

(1) *Distances between establishments.* Sale of alcoholic beverages is prohibited within one thousand (1,000) feet of another place of business in which there is already in existence a retail vendor's license to sell alcoholic beverages for consumption on or off the premises, under authority of a license issued under the provisions of F.S. § 565.02(1)(a) and (b), such distance to be measured using the shortest airline distance between main normal public entrances; nor shall a new place of business for the sale of alcoholic beverages for consumption on or off the premises, under authority of license issued under the above-stated paragraphs of the Florida Statutes, be permitted at such location during the period in which a valid existing state license is renewable at such location; nor shall an existing state license be permitted to be transferred from location to location so as to violate such area zoning distances between places selling alcohol; provided, however, that the owners and holders of any such licenses, either originally or by transfer, at the time of the passage of the act of the Legislature of Florida repealing the power of municipalities to issue such licenses, who have obtained state licenses to operate such businesses at the same locations, shall have a vested right to use such state licenses at such locations within the prohibited distance, but may not move such state license to a new location in violation of this Section.

(2) *Distances of establishments from place of worship or school.* Sale of alcoholic beverages is prohibited in any place of business located within one thousand (1,000) feet from any established place of worship, or public or private school, other than a pre-kindergarten school, nursery school or day care center, or adult education center, measured using the shortest airline distance between the main normal public entrance of the alcoholic beverage establishment and the place of worship or school property used as part of such. Whenever such a state license has been lawfully procured and thereafter a church or school is established within a distance otherwise prohibited by this Section, the establishment of such church or school shall not be cause for the revocation of the state license or prevent the subsequent renewal of same.

(B) *Exceptions.* Certain special zoning districts within the City may provide exceptions from the requirements of this Section. Additionally, distance separation requirements shall not apply to establishments that serve alcoholic beverages incidental to the main use and activity, with no indications on the exterior of the building in which the establishment is located, that alcoholic beverages may be served therein, as follows:

(1) Hotel and restaurant bars with special alcoholic beverage licenses, located within the hotel and having no direct outside entrance to the establishment;

(2) Private clubs where only members and their guests are served; and

(3) Restaurants meeting the following requirements:

(a) Has a roofed-in area for dining tables, chairs and/or booths seating not fewer than fifty-five (55) seated patrons where complete meals are regularly served, where such seating area for dining comprises at least fifty (50) percent of the customer service area of the establishment; and

(b) Any bar and associated seating area comprise no more than twenty-five (25) percent of the customer service area; and,

(c) There is no advertising or indication on the outside of the restaurant building or on the premises that alcoholic beverages are available inside; and

(d) That at least fifty (50) percent of revenues result from food sales.