

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY**

CITY OF COCONUT CREEK  
a political subdivision of the  
State of Florida,

Plaintiff,

vs.

Case No.

BROWARD COUNTY,  
a political subdivision of the  
State of Florida

Defendant.

\_\_\_\_\_ /

**VERIFIED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF**

Plaintiff, the City of Coconut Creek, Florida (“Coconut Creek”) files this Verified Complaint for Declaratory and Injunctive relief pursuant to section 163.3215, Florida Statutes against Defendant Broward County (“County”), and alleges as follows:

1. Coconut Creek challenges Broward County's approval of a Development Order for the Monarch Hill Landfill as inconsistent with the Broward County Comprehensive Plan.
2. The Monarch Hill Landfill (“Landfill”) is located in an unincorporated area of northern Broward County. The Landfill has been owned and operated by Waste Management Inc. of Florida (“WMI”) since approximately 1965.
3. In 2020, WMI submitted an application to the County seeking authorization to expand the Landfill beyond its current footprint.

4. On February 25, 2025, the Broward County Commission approved WMI's application to expand the Landfill by enacting ordinances that will allow WMI to vertically and horizontally expand the Landfill beyond its current footprint.

5. Ordinance 2025-13 amends the Broward County Zoning Code ("Code") to expand the maximum height of the Landfill from 125 to 325 feet.<sup>1</sup> *Exhibit A*.

6. Ordinances 2025-10 and 2025-11 are amendments to the Broward County Land Use Plan ("LUP") and Future Land Use Map ("FLUM"), which authorize WMI to horizontally expand the Landfill footprint by 24.2 acres.<sup>2</sup> *Exhibits B and C*.

7. Pursuant to section 163.3215, Florida Statutes, Coconut Creek seeks a de novo review challenging Ordinance 2025-13 as being: (a) inconsistent with the Broward County Comprehensive Plan. *See Parker v. Leon County*, 627 So.2d 476 (Fla. 1993)(section 163.3215 is a remedial statute providing an exclusive remedy for third parties to bring an action for de novo review to challenge the consistency of a development order with a local government comprehensive plan)

### **Jurisdiction and Venue**

8. This Complaint for Declaratory and Injunctive Relief is filed pursuant to §163.3215(3), Florida Statutes, which authorizes actions for declaratory, injunctive and other relief to prevent the implementation of a Development Order that is inconsistent with and adopted local government comprehensive plan.

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<sup>1</sup> The County's Code Section 39-464 had limited the height of landfills to 125 feet prior to the approval of Ordinance 2025-13, but WMI obtained variance approvals over the years permitting a maximum height of 225 feet.

<sup>2</sup> Coconut Creek is not challenging Ordinances 2025-10 and 2025-11 in this action because they are "small scale development amendments," subject to challenge by Coconut Creek in a separate administrative proceeding pursuant to section 163.3187, Florida Statutes.

9. Section 163.3215, Florida Statutes is the sole method available for Coconut Creek to challenge the Development Order for inconsistency with Broward County's Comprehensive Plan.

10. The Circuit Court has jurisdiction of the subject matter of this action pursuant to Florida Constitution, Article V, Section 20 and sections 163.3215(5), 26.012, Florida Statutes.

11. Pursuant to section 163.3215(5), Florida Statutes, venue in this action lies in Broward County because the challenged action was taken by the Broward County Board of Commissioners and occurred within Broward County.

12. This Court has jurisdiction to enter declaratory and injunctive relief pursuant to Chapter 86, Florida Statutes and Rule 1.610 Fla. R. Civ. P.

### **Standard of Review**

13. A Development Order is subject to "strict scrutiny" under the Comprehensive Plan as to the issue of consistency. *Pinecrest Lakes, Inc. v. Shidel* at 197. Strict scrutiny of local government development orders is necessary to insure that the local governments comply with the duty imposed by section 163.3194, Florida Statutes to make decisions consistent with the Comprehensive Plan. *Id.* at 201.

### **Standing**

14. Expansion of the Landfill will compound the existing adverse impacts on the City of Coconut Creek and its community. These include, but are not limited to, diminution in property values, noxious odors, noise, air and water pollution, visual blight, and harm to its tourist economy.<sup>3</sup>

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<sup>3</sup> Coconut Creek attracts tourist due mostly in part to its unique natural features and flora, which attract migrating butterflies so abundant that the City is known as the "Butterfly Capital of the World." Coconut Creek was the first in the State of Florida to be certified as a Community Habitat by the National Wildlife Federation, and received the Audubon Green Community Award by Audubon International. "Butterfly World" in Tradewinds Park is the world's

15. Coconut has standing to bring this action because it is an “aggrieved and adversely affected party” as defined in section 163.3215(2), Florida Statutes. *See Pinecrest Lakes, Inc. v. Shidel*, 795 So.2d 191, 197 (Fla. 4th DCA 2001)(the statute grants “significantly enhanced standing to challenge the consistency of a development decision with the Comprehensive Plan”); *Bay Cnty. v. Harrison*, 13 So.3d 115, 118-19 (Fla.1<sup>st</sup> DCA 2009)( “Because section 163.3215 is a remedial statute affording aggrieved parties the right to enforce comprehensive plans, courts liberally construe the statute to grant standing to a broad class of plaintiffs”); *Southwest Ranches Homeowners Association, Inc. v. Broward County*, 502 so.2d 931, 935 (Fla. 4<sup>th</sup> DCA 1987)(section 163.3215 liberalizes the standing requirements and demonstrates a clear legislative policy in favor of enforcement of comprehensive plans by persons adversely affected by local action”).

### **Allegation of Facts**

16. The Landfill is more notably referred to as “Mount Trashmore” because its mountain of solid waste rivals some of the highest points in Florida.

17. For decades, the Landfill has been the subject of heated controversy with adjacent communities, in particular Coconut Creek located immediately to the west, Deerfield Beach to the north and east, and Pompano Beach to the south.

18. In 2008, WMI withdrew its application to vertically expand the Landfill from 225 to 280 feet in response to a high volume of complaints from the neighboring communities exposed to noxious odors, air pollution, traffic, noise, visual blight, and potential groundwater contamination.

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largest butterfly park, home to more than 20,000 butterflies from every corner of the globe, hundreds of exotic birds, and a vibrant botanical garden. Coconut Creek annually expends significant financial and non-financial resources to maintain and sustain this delicate ecosystem for the good of the community and tourists that visit to enjoy its many natural features and attractions.



19. In 2015, WMI agreed to limit dumping odorous trash, foods, and other decaying materials into the Landfill.

20. In 2020, WMI once again sought approval from the County to expand the Landfill and amend the FLUM and LUP in order to accommodate WMI's intent to expand by at least 24 acres.

21. Additionally, WMI lobbied the County to enact a companion ordinance vertically expanding the maximum height from two hundred and twenty-five (225) to three hundred and twenty-five (325) feet. At three hundred and twenty-five (325) feet, the Landfill will be taller than the Statue of Liberty; the highest point in South Florida; and the third highest point in the State.

22. Immediately from the time WMI submitted its applications (Land Use Plan Amendment (Ordinance 2025-10), Future Land Use Map (Ordinance 2025-11), and Vertical Expansion (Ordinance 2025-13), hereinafter referred to collectively as "applications"), neighboring government officials and residents have voiced their disapproval of the Landfill expansion by attending public meetings, contacting County officials, and organizing community wide opposition to the expansion.

### **Broward County Comprehensive Plan**

23. For the last twenty-five (25) years, the County has struggled to develop long-term solutions for management and disposal of solid waste.

24. The Solid Waste Element ("SWE") of the County's Comprehensive Plan was adopted in September 2010 by Ordinance 2010-58.

25. The 2010 SWE was developed by the County using data and analysis dating as far back as 2007. Since then, the SWE has not been amended, revised, or updated in any material

respect and is woefully outdated<sup>4</sup>, despite the County adopting a new Comprehensive Plan in 2019 to comply with section 163.3191, Florida Statutes. At least once every 7 years, each local government must evaluate its comprehensive plan to determine if plan amendments are necessary to reflect a minimum planning period of at least 10 years as provided in section 163.3177(5), Florida Statutes or to reflect changes in state requirements.

26. Since adopting the new Comprehensive Plan in 2019, the County has systematically amended and updated the Plan's elements, but has intentionally avoided updating the SWE. According to the County, revisions and updates to the SWE are currently "ON HOLD" pending the conclusion of a comprehensive solid waste management study conducted by the Solid Waste Authority of Broward County (the "Authority").

27. The Authority is an organization that was created through an Interlocal Agreement between the County and twenty-eight (28) of its the thirty-one (31) municipalities (including Coconut Creek) to protect the long-term public health, safety, and welfare of the residents of the County and its municipalities. Its purpose is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in the County. ***Exhibit D.***

28. The Authority, among other things: (a) encourages recycling, reduction, and reuse, in order to divert solid waste from landfills; (b) supports regional solutions with other counties with priority given to the needs and goals of the County and its municipalities; and (c) engages in and/or support research and development into disposal, reduction, recycling, reuse, and utilization of the latest technology to create a sustainable and resilient solid waste management system as

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<sup>4</sup> This is especially true given the County's approval granted to WMI to close the north Broward County North Waste-to-Energy Plant in 2015.

stated on its website, Solid Waste Authority of Broward County, <http://www.browardswa.org> (last visited Mar. 27, 2025).

29. The Authority is close to completing its ultimate goal of creating a coordinated and comprehensive regional solid waste management forty (40) year Master Plan that incorporates the expectations of each jurisdiction within the County. This process has concentrated on services, programs, and facilities to reduce waste generation while maximizing materials reuse, and recycling (including organics) to reduce the amount of waste requiring disposal.

30. The Authority recently announced that the Master Plan will be completed by August 3, 2025.

31. The Master Plan has been developed through: (a) comprehensive analysis of the current solid waste services and programs; (b) identification and utilization of the best local, regional, national, and international practices; and (c) evaluation of the most effective and cost-efficient means to implement a regional long-term management strategy of solid waste with other local governments in the region, and locally with the County's municipalities.

32. The Master Plan utilizes a "zero-waste" lens to identify options that maximize the beneficial use of waste stream components while minimizing the waste stream components that have no beneficial use, with the objective of developing a clear pathway to implement an integrated and sustainable solid waste management system that enables the Authority to meet or exceed the State of Florida's seventy-five percent (75%) recycling goal.

33. The Master Plan is intended to serve as the foundation for amending and updating the woefully outdated SWE. To that end, the County's public planning agencies have presented the County with numerous staff reports finding that the Amendments at issue in this administrative proceeding are not consistent with the Comprehensive Plan. To that end, at the direction of the

County, the Broward County Land Planning Agency (“LPA”) studied the matter and prepared a report with findings that expansion of the Landfill was not consistent with the Comprehensive Plan. *Exhibit E*.

34. The LPA held a public meeting on August 14, 2024, to evaluate whether a one-hundred foot (100’) increase of the maximum height of the Landfill is consistent with the Comprehensive Plan and listened to public comments. Representatives from Coconut Creek, Deerfield Beach, the County, and WMI presented their respective positions on the matter.

35. During this public meeting, the Director of Planning and Development Services for Deerfield Beach spoke against expansion. He stressed that expansion is inconsistent with the Comprehensive Plan because there is no precedent for evaluating adverse impacts to a neighboring community. Neither WMI nor the County know what impact ten (10) stories of solid waste will have on leachate leakage, a problem that already exists and will get worse if the Landfill is expanded without some plan for remediation prior to implementing the Development Order. To allow the expansion in this instance undermines the County’s ability to plan for and remediate foreseeable adverse impacts in the adjacent communities, which directly conflicts with the Comprehensive Plan. The Deerfield Beach representative went on to cite inconsistencies with policies from both the County’s Solid Waste Element and the Intergovernmental Coordination Element. The Deputy City Manager for the City of Coconut Creek noted certain policies of the Climate Change Element, which are inconsistent with the proposed land development amendment. The LPA unanimously concurred, making a finding that expansion is not consistent with the Comprehensive Plan. *See Exhibit E*.

36. On January 22, 2025, the Authority notified the County by correspondence from the Executive Committee Chair, Michael Ryan, that:

- a. The Authority was created because the County and municipalities agreed that the current solid waste management system is inadequate to address the region's long-term needs;
- b. the forty (40)year Master Plan will be completed by August 3, 2025;
- c. it is imperative that the County pause any decision making regarding a critical solid waste asset prior to completion of the Master Plan;
- d. approval of the horizontal and vertical expansions of the Landfill could have significant impacts on the completion of the Master Plan;
- e. the closure of the [North Broward] waste-to-energy facility has adversely impacted the available solid waste infrastructure options;
- f. the County needs another waste-to-energy facility, but there are no more opportunities to site one in the County when the Landfill is expanded; and
- g. the Master Plan will be a fully comprehensive analysis of how best to utilize available solid waste assets and where to site potential future solid waste strategies. ***Exhibit F.***

36. Regardless, the Board approved the applications and enacted the subject rezoning ordinance (2025-13) at the February 25, 2025, County Commission meeting despite previously making repeated assurances to stakeholders on both sides of the dispute that it would not take action until completion of the Authority Master Plan.

37. The concerns of Coconut Creek (and other residents of the community) include, but are not limited to: decrease in property values; increase in traffic, particularly heavy truck traffic along the roads adjacent to Coconut Creek; increased noxious odors emanating from the Landfill; increased groundwater and air contamination; decreased air quality; increased visual blight;

adverse impacts to the health, welfare, and safety of Coconut Creek residents; increased environmental pollution emanating from the Landfill will worsen the existing adverse impact to Coconut Creek; and harm to the Coconut Creek economy.

**Ordinance 2025-13 is a Development Order Subject to De Novo Review Under Section 163.3215, Florida Statutes**

38. A “development order” is any order granting, denying, or granting with conditions an application for a development permit. Section 163.3164(15), Florida Statutes.

39. A “development permit” includes any building permit, zoning permit, subdivision approval rezoning, certification, special exception, variance, or any other official action of the having the effect of permitting the development of land. Section 163.3164(16), Florida Statutes.

40. The Act incorporates the definition of “development” in section 380.04, Florida Statutes as “the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.”

41. Ordinance 2025-13 is a development order under this definitional scheme. It is an ordinance that materially changes the use and/or appearance of the Landfill, in size and intensity of use.

**Development Order Inconsistencies with Comprehensive Plan**

42. Implementation of the Development Order to allow a one-hundred foot (100’) vertical expansion essentially creates a “bigger garbage can,” whereas the Comprehensive Plan Elements including, but not limited to, those listed below in paragraphs 35 - 62, mandate a “smaller garbage can.”

43. Goal 6.0 of the Solid Waste Element mandates that the County provide a cost-effective and equitable solid waste disposal system which emphasizes waste minimization and resource recovery and meets all federal, state, and local environmental quality standards.

44. Objective 6.1 of the Solid Waste Element mandates that the County develop and implement a waste minimization strategy that includes source reduction, reuse, recycling, and recovery.

45. Policy 6.1.2 of the Solid Waste Element mandates that the County, in cooperation with municipal partners, pursue programs to meet the State of Florida's goal of recycling seventy-five percent (75%) of municipal solid waste (including net waste combusted) by 2030.

46. Policy 6.1.3 of the Solid Waste Element regulates resource recovery.

47. Policy 6.2.2 of the Solid Waste Element relates to the impact of solid waste management facilities and support services on adjacent natural resources and land uses.

48. Policy 6.3.3 of the Solid Waste Element mandates that the County, in cooperation with municipal partners, ensure that design and permitting of additional capacity for the existing waste-to-energy facilities, or for an alternative facility, shall begin no later than five years prior to the time when capacity is projected to be reached.

49. Policy 6.3.4 of the Solid Waste Element governs the expansion of the Landfill.

50. Policy 6.4.3 of the Solid Waste Element mandates that expansion of a landfill be planned to minimize impacts on adjacent existing or adopted future land uses.

51. Policy 2.1.1 of the Land Use Element mandates that the County maintain a balanced Land Use Plan to implement a regional vision including the provision of essential public services and facilities, as well as enhanced sustainability and livability.

52. Solid Waste Policy 2.11.8 of the Land Use Element relates to the impact of solid waste management facilities and support services on adjacent natural resources and land use.

53. Policy 2.11.9 of the Land Use Element encourages power generation facilities and power transmission infrastructure be sited and designed in a manner which considers impacts from climate change, including increasing winds, storm surge, ambient temperatures, and sea level rise.

54. Policy 2.20.3 of the Land Use Element mandates that the County promote and encourage, and shall implement to the maximum extent feasible for those (re)development projects and lands owned by the County or within unincorporated areas, an increased efficiency of utilizing water and energy resources to reduce the consumption of water and fossil fuel energy and the production of waste materials via techniques such as efficient design, renewable energy, efficient equipment and green infrastructure management system.

55. Policy 2.20.13 of the Land Use Element mandates that the County adopt, implement and encourage provisions, incentives and methods to reduce future per capita use of natural and non-renewable resources such as water and fossil-fuel energy, and reduce the production of potentially harmful waste materials.

56. Policy 2.20.16 of the Land Use Element mandates that the County pursue strategies to diversify energy sources in order to reduce greenhouse gas emissions within Florida.

57. Policy 2.21.6 of the Land Use Element mandates that the County support the goals and will, to the maximum extent feasible, implement, in coordination with affected stakeholders, the recommended actions of the Broward County Climate Change Action Plan and the Southeast Florida Regional Climate Action Plan as approved by the Broward County Climate Change Task Force and the Broward County Board of County Commissioners.



58. Air Quality Policy 2.25.1 of the Land Use Element mandates that the County review all proposed development with respect to the potential for related impacts to the regional air quality, negative impacts eliminated or effectively mitigated.

59. Policy 2.21.6 of the Land Use Element mandates that the County support the goals and will, to the maximum extent feasible, implement, in coordination with affected stakeholders, the recommended actions of the Broward County Climate Change Action Plan and the Southeast Florida Regional Climate Action Plan as approved by the Broward County Climate Change Task Force and the Broward County Board of County Commissioners.

60. Environmental Justice Policy 2.36.1 of the Land Use Element for local and regional land use policy and public infrastructure and services decisions, local governments and agencies should ensure environmental justice when considering the impacts to vulnerable populations, including but not limited to, the economically disadvantaged, racial and ethnic minorities, the uninsured, low-income children, the elderly, the homeless, and those with chronic health conditions, including severe mental illness.

61. Objective 1 of the Climate Change Element directs the County to promote use of renewable energy to reduce the causes of climate change while providing for cleaner energy solutions and a more energy efficient way of life for visitors and residents.

62. Policy 1.3 of the Climate Change Element mandates that the County continue to promote and support the expansion of alternative and renewable energy from residential, commercial, and municipal properties by working with municipalities to reduce regulatory encumbrances, develop incentives for renewable and alternative energy installations, and support cooperative installations.

63. Policy 1.4 of the Climate Change Element mandates that the County increase the abundance of renewable energy projects, investments, and infrastructure across the County consistent with the County's support for a twenty percent (20%) renewable energy portfolio by 2030 through public-private partnerships, encouraging financing options, and County investment in solar projects.

64. Policy 2.16 of the Climate Change Element mandates that the County pursue the source reduction, reuse, recycling, and recovery model of waste management, consistent with the Solid Waste Element, in order to meet the State of Florida's goal of recycling seventy-five percent (75%) of municipal solid waste (including net waste combusted) by 2030; work towards the zero waste by 2030 goal established in the Broward County Climate Change Action Plan; and continue to provide the environmental and social benefits of lowering GHG emissions, producing alternative energy, and reducing toxins in our land and water.

65. Policy 4.8 of the Climate Change Element mandates that the County create and maintain the Broward County Green Infrastructure Map Series to illustrate elements of green infrastructure identified as critical for meeting the County's goals for GHG reduction, renewable energy production, aquifer protection and surface water management, coastal habitat protection, enhanced green spaces, healthy food access, and other resource protection and health and safety goals shared by the greater Broward community.

66. Policy 5.3 of the Climate Change Element mandates that the County seek to strengthen the local economy by promoting green economic growth and green-collar work training programs in order to: create resiliency; reduce reliance on fossil-fuel-based economies; provide a positive focus for economic development; advance the use of sustainable materials, technologies

and services; and encourage local jobs in sustainable businesses which offer a living wage and make it possible for local climate change goals to be met.

67. Policy 5.32 of the Climate Change Element mandates that the County seek to strengthen the local economy by promoting green economic growth and green-collar work training programs in order to: create resiliency; reduce reliance on fossil-fuel-based economies; provide a positive focus for economic development; advance the use of sustainable materials, technologies and services; and encourage local jobs in sustainable businesses which offer a living wage and make it possible for local climate change goals to be met.

68. Policy 5.4 of the Climate Change Element mandates that the County continue to develop plans and programs in coordination with local municipalities, power companies, and private partners in order to reduce GHG emissions and create “green” job opportunities throughout the community by: (1) expanding the market for energy efficient products and services; (2) supporting alternative and renewable energy production through innovative financing; and (3) promoting and incentivizing energy conservation retrofits.

69. Policy 8.2 of the Intergovernmental Coordination Element mandates that the County coordinate with local governments and contracted solid waste removal and disposal providers to ensure a safe, efficient, and comprehensive waste management system.

70. It is clear from the above cited Comprehensive Plan Elements that the overriding policy for solid waste management is to reduce solid waste in favor of resource recovery and other environmentally prudent waste management systems. The Development Order accomplishes the exact opposite by facilitating disposal of more solid waste, not less.

**COUNT I**  
**DECLARATORY JUDGMENT**

71. Coconut Creek repeats and realleges the allegations in paragraphs 1 – 70, as though alleged herein.

72. There is a bona fide dispute within the jurisdiction of this court as to whether Ordinance 2025-13 is inconsistent with the Broward County Comprehensive Plan.

73. Coconut Creek is in doubt as to whether Ordinance 2025-13 is enforceable.

74. There is a practical need for declaratory relief because Coconut Creek will suffer harm if Ordinance 2025-13 is enforced.

75. Coconut Creek seeks a declaratory judgment from the Court as follows:

- a. Ordinance 2025-13 vertically expanding the Landfill height is inconsistent with the Broward County Comprehensive Plan; and
- b. Ordinance 2025-13 is void and unenforceable.

WHEREFORE, based on the foregoing, and pursuant to Chapter 86, Florida Statutes, Coconut Creek requests from the Court a judgment declaring its rights under Ordinance 2025-13 and the Broward County Comprehensive Plan.

**COUNT II**  
**INJUNCTIVE RELIEF**

76. Coconut Creek repeats and realleges the allegations in paragraphs 1 – 70, as though alleged herein.

77. Coconut Creek will suffer irreparable harm including, but not limited to, noxious odors, air pollution, traffic, noise, visual blight, and potential groundwater contamination.

78. Coconut Creek has no adequate remedy at law because Broward County is shielded from damages under Sovereign Immunity.

79. Coconut Creek has a clear and valid legal right to protect its property and the health, safety, and welfare of those members of the community adversely impacted by vertical expansion of the Landfill.

80. Entry of a permanent injunction barring the County from enforcing Ordinance 2025-13 is equitable and in the public interest.

WHEREFORE, Coconut Creek requests that the Court enter a permanent injunction enjoining Broward County from enforcing Ordinance 2025-13.

Respectfully submitted on this 27th day of March, 2025.

/s/ Ralph A. DeMeo

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City Attorney's Office

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**VERIFICATION**

I, SHEILA ROSE, as City Manager of COCONUT CREEK, declare, under penalty of perjury, that I have read the foregoing Verified Complaint, and the facts alleged therein are true and correct to the best of my knowledge and belief after reasonable inquiry, and it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or for economic advantage, competitive reasons or frivolous purposes, or needless increase in the cost of litigation..

Dated this 27 day of March, 2025.

  
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**SHEILA ROSE**  
**CITY MANAGER OF COCONUT CREEK**

# EXHIBIT A

## ORDINANCE NO. 2025-13

1 AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD  
2 COUNTY, FLORIDA, PERTAINING TO HEIGHT LIMITATIONS FOR LANDFILLS WITHIN  
3 THE AGRICULTURAL-DISPOSAL A-6 DISTRICT; AMENDING  
4 SECTION 39-464 OF THE BROWARD COUNTY CODE OF ORDINANCES ("CODE");  
5 AND PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, AND AN  
6 EFFECTIVE DATE.

7 (Sponsored by Mayor Beam Furr)  
8

9 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF  
10 BROWARD COUNTY, FLORIDA:

11 Section 1. Section 39-464 of the Broward County Code of Ordinances is hereby  
12 amended to read as follows:

13 **Sec. 39-464. Limitations of uses.**

14 Any plot utilized for a dump, sanitary landfill, incinerator, or resource recovery  
15 facility shall be used, operated, and maintained in accordance with the following  
16 regulations:

17 . . .

- 18 (6) Maximum height of a landfill shall not exceed ~~one hundred twenty-five (125)~~  
19 three hundred twenty-five (325) feet above adjacent ground level National  
20 Geodetic Vertical Datum ("NGVD").

21           Section 2.    Severability.

22           If any portion of this Ordinance is determined by any court to be invalid, the invalid  
23   portion will be stricken, and such striking will not affect the validity of the remainder of this  
24   Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be  
25   legally applied to any individual, group, entity, property, or circumstance, such  
26   determination will not affect the applicability of this Ordinance to any other individual,  
27   group, entity, property, or circumstance.

28           Section 3.   Inclusion in the Broward County Code of Ordinances.

29           It is the intention of the Board of County Commissioners that the provisions of this  
30   Ordinance become part of the Broward County Code of Ordinances as of the effective  
31   date. The sections of this Ordinance may be renumbered or relettered and the word "  
32   ordinance" may be changed to "section," "article," or such other appropriate word or  
33   phrase to the extent necessary to accomplish such intention.





## EXHIBIT B

### EXHIBIT 1

#### ORDINANCE NO.

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING A SMALL SCALE AMENDMENT TO THE BROWARD COUNTY COMPREHENSIVE PLAN; AMENDING THE BROWARD COUNTY LAND USE PLAN WITHIN THE BROWARD MUNICIPAL SERVICES DISTRICT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

(SPONSORED BY THE BOARD OF COUNTY COMMISSIONERS)

WHEREAS, Broward County adopted the Broward County Comprehensive Plan on April 25, 2017 (the Plan);

WHEREAS, the Department of Commerce has found the Plan in compliance with the Community Planning Act;

WHEREAS, Broward County now wishes to propose an amendment to the Broward County Land Use Plan within the Broward Municipal Services District;

WHEREAS, the Planning Council, as the local planning agency for the Broward County Land Use Plan, held its hearing on October 27, 2022, with due public notice;

WHEREAS, the Board of County Commissioners held an adoption public hearing on February 25, 2025, at 10:00 a.m., having complied with the notice requirements specified in Section 163.3184(11), Florida Statutes, at which public comment was accepted and considered;

WHEREAS, the Board of County Commissioners, after due consideration of all matters, hereby finds that the following amendment to the Plan is consistent with the State

Plan, Regional Plan, and the Plan; complies with the requirements of the Community Planning Act; and is in the best interests of the health, safety, and welfare of the residents of Broward County; and

WHEREAS, the proposed amendment constitutes a Broward County permitted small scale amendment to the Plan pursuant to Section 163.3187(1), Florida Statutes,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The Broward County Land Use Plan is hereby amended by Amendment PC 22-5 in the Broward Municipal Services District, set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. Severability.

If any portion of this Ordinance is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Ordinance to any other individual, group, entity, property, or circumstance.

Section 3. Effective Date.

(a) The effective date of the plan amendment set forth in this Ordinance shall be the later of:

(1) Thirty-one (31) days after the adoption of this Ordinance;

(2) The date a final order is issued by the Department of Commerce or the Administration Commission finding the amendment to be in compliance;

- (3) If the Department of Commerce or the Administration Commission finds the amendment to be in noncompliance, pursuant to Section 163.3184(8)(b), Florida Statutes, the date the Board of County Commissioners nonetheless elects to make the plan amendment effective notwithstanding potential statutory sanctions;
- (4) If a Declaration of Restrictive Covenants is applicable, as per Exhibit B, the date the Declaration of Restrictive Covenants is recorded in the Official Records of Broward County; or
- (5) If recertification of the municipal land use plan amendment is required, the date the municipal amendment is recertified.
- (b) This Ordinance is effective as of the date provided by law.

ENACTED

FILED WITH THE DEPARTMENT OF STATE

EFFECTIVE

Approved as to form and legal sufficiency:  
Andrew J. Meyers, County Attorney

By: /s/ Maite Azcoitia 01/03/2025  
Maite Azcoitia (date)  
Deputy County Attorney

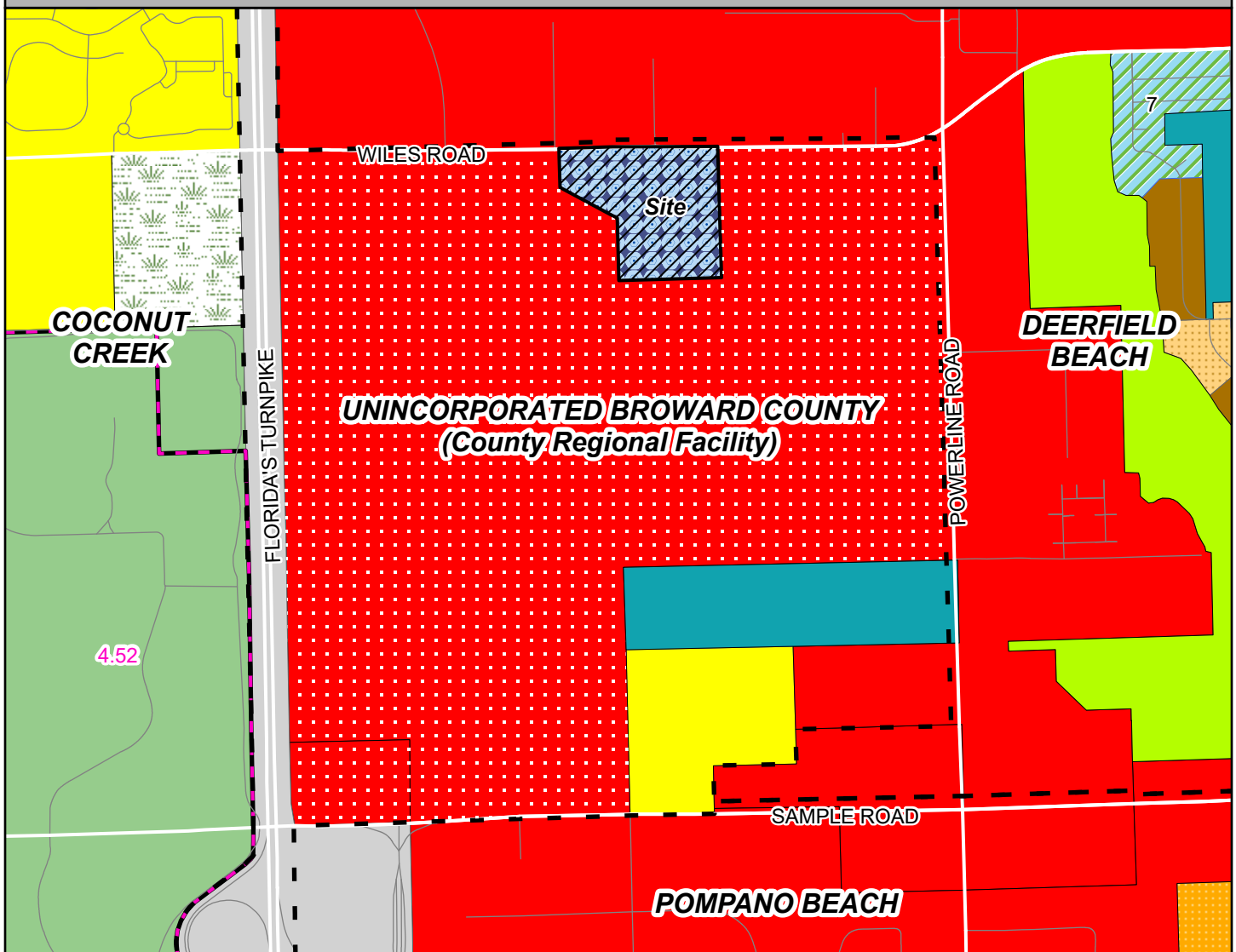
# EXHIBIT A

## BROWARDNEXT - BROWARD COUNTY LAND USE PLAN FUTURE LAND USE DESIGNATIONS AMENDMENT PC 22-5

**Current Land Use:** Electrical Generation Facilities

**Proposed Land Use:** Commerce

**Gross Acres:** Approximately 24.2 acres



--- Municipal Boundary

Site

Dashed-Line Area

Low (5) Residential

Low-Medium (10) Residential

Medium (16) Residential

Medium-High (25) Residential

Irregular Residential

Commerce

Conservation - Natural Reservations

Recreation and Open Space

Commercial Recreation

Community

Electrical Generation Facilities

Transportation



**SECTION I**  
**AMENDMENT REPORT**  
**BROWARD COUNTY LAND USE PLAN**  
**PROPOSED AMENDMENT PC 22-5**  
**(UNINCORPORATED BROWARD COUNTY/BROWARD MUNICIPAL SERVICES DISTRICT)**

**RECOMMENDATIONS/ACTIONS**

**DATE**

*I.      Planning Council Staff Recommendation*

*October 18, 2022*

Planning Council staff finds that the proposed change from the Electrical Generation Facilities to the Commerce category is generally consistent with the land use designations and development patterns in the surrounding areas.

If the proposed land use amendment is adopted, the applicant has been very clear in its intent to request an expansion of the footprint of the landfill, which is a permitted use in the Commerce land use designation. However, to achieve such an expansion to the landfill footprint, the applicant will be required to apply to the local government (Unincorporated Broward County) and be approved for the appropriate (re)zoning, permits and licenses. Based on information provided the applicant, the existing landfill has an estimated 8 to 9 years of capacity remaining (barring the unanticipated cleanup from any storm events) and an expansion of the facility could extend the capacity by an additional 5 to 6 years.

The collection, recycling and disposal of solid waste in Broward County presents a complex series of issues as each local government determines its own process and providers. As it is unclear as to the direction that Broward County and its local governments are moving towards related to regional solid waste disposal as part of the Solid Waste Working Group, the proposed land use plan change may be considered premature and create a cascading affect regarding (re)zoning, permitting and licensing applications.

Pending a recommendation by the Planning Council and if the Broward County Land Use Plan amendment and local version of the amendment are adopted by the Broward County Board of County Commissioners, effectiveness of the approval of the land use plan amendment shall not occur until the municipal recertification of the local amendment is complete.

As the Planning Council is aware, the Broward County Charter requires at least one Planning Council public hearing and Article 1.2(A) of the *Administrative Rules Document: BrowardNext* outlines the following circumstances in which a second Planning Council public hearing may be recommended or required:

- (1) At its initial public hearing, the Planning Council takes an action to recommend denial of a proposed amendment; or

**I. Planning Council Staff Recommendation (continued)****October 18, 2022**

- (2) At its initial public hearing, the Planning Council takes an action to recommend approval subject to meeting specific criteria or policy prior to a second Planning Council public hearing; or
- (3) At its initial public hearing, the Planning Council votes by a majority of the members present with a minimum of six (6) affirmative votes for a second Planning Council public hearing; or
- (4) If the County Commission requests by a vote of the majority of members present to request a second Planning Council public hearing; or
- (5) If an objection or comment on adverse impacts to important state resources or facilities is issued during the State of Florida Chapter 163 review process; or
- (6) If State of Florida Chapter 163 requires or is modified to require a second local planning agency public hearing.

**If the Planning Council chooses to require a second Planning Council public hearing per Article 1.2(A)(1)(2) or (3), such recommendation must be made as part of its motion.**

In addition, if the Planning Council does not require a second Planning Council public hearing and the Broward County Land Use Plan amendment is adopted by the County Commission, this action by the Planning Council shall be considered the “conditional” recertification of the municipal land use plan amendment, which directly correlates to the referenced BCLUP amendment. The recertification will not be deemed effective until such time as the Planning Council Executive Director and Attorney determine that the municipality has fulfilled all application requirements for recertification of local land use plans, as outlined in the *Administrative Rules Document: BrowardNext*. The Planning Council Executive Director will issue a written letter of effectiveness to the municipality upon satisfaction of the same.

**II. Planning Council Public Hearing Recommendation****October 27, 2022**

While we find no technical fault with staff’s recommendation, as a matter of urban planning essential to the implementation of effective land use planning, we cannot recommend expansion of any landfill facilities within Broward County at this time. Further, a second Planning Council public hearing is not required. (Vote of the board; Unanimous: 12-0; Brunson, Castillo, Fernandez, Hardin, Horland, Levy, Parness, Reiter, Rich, Rosenof, Williams and DiGiorgio)

**SECTION II**  
**AMENDMENT REPORT**  
**PROPOSED AMENDMENT PC 22-5**

**INTRODUCTION AND APPLICANT'S RATIONALE**

- I. Municipality: Unincorporated Broward County/Broward Municipal Services District (BMSD)
- II. County Commission District: District 2
- III. Site Characteristics
- A. Size: Approximately 24.2 acres
- B. Location: In Section 16, Township 48 South, Range 42 East; generally located on the south side of Wiles Road/Northwest 48 Street, between Powerline Road and the Florida's Turnpike.
- C. Existing Use: Non-operational waste-to-energy incinerator facility and solid waste transfer station (non-conforming use permitted by agreement through July 2023)
- IV. Broward County Land Use Plan (BCLUP) Designations
- A. Current Designation: Electrical Generation Facilities
- B. Proposed Designation: Commerce
- C. Estimated Net Effect: Addition of 24.2 acres of commerce use  
Reduction of 24.2 acres of electrical generation facilities use
- V. A. Existing Uses and BCLUP Designations Surrounding the Amendment Site
1. Existing Uses:
- |               |  |
|---------------|--|
| <i>North:</i> | Warehouse/Industrial (Deerfield Beach) |
| <i>East:</i>  | Landfill (BMSD)                        |
| <i>South:</i> | Landfill (BMSD)                        |
| <i>West:</i>  | Landfill (BMSD)                        |
2. Planned Uses:
- |               |                            |
|---------------|----------------------------|
| <i>North:</i> | Commerce (Deerfield Beach) |
| <i>East:</i>  | Commerce (BMSD)            |
| <i>South:</i> | Commerce (BMSD)            |
| <i>West:</i>  | Commerce (BMSD)            |



## **INTRODUCTION AND APPLICANT'S RATIONALE (continued)**

### **V. B. Existing Uses and BCLUP Designations Surrounding the County Regional Facility**

- |                   |  |        |   |       |  |        |   |       |  |
|-------------------|--|--------|---|-------|--|--------|---|-------|--|
| 1. Existing Uses: | <table border="0"><tr><td style="padding-right: 10px;">North:</td><td>Vacant and Warehouse/Industrial (Deerfield Beach)</td></tr><tr><td>East:</td><td>Warehouse/Industrial (Deerfield Beach), FPL Substation (BMSD), Outdoor Vehicle Storage, Office (BMSD) and Retail (Deerfield Beach)</td></tr><tr><td>South:</td><td>FPL Substation (BMSD), Turnpike Access and Retail (Pompano Beach)</td></tr><tr><td>West:</td><td>Florida's Turnpike (BMSD) and County Facility (Tradewinds Park) (Coconut Creek)</td></tr></table> | North: | Vacant and Warehouse/Industrial (Deerfield Beach) | East: | Warehouse/Industrial (Deerfield Beach), FPL Substation (BMSD), Outdoor Vehicle Storage, Office (BMSD) and Retail (Deerfield Beach) | South: | FPL Substation (BMSD), Turnpike Access and Retail (Pompano Beach) | West: | Florida's Turnpike (BMSD) and County Facility (Tradewinds Park) (Coconut Creek)  |
| North:            | Vacant and Warehouse/Industrial (Deerfield Beach)  |        |   |       |  |        |   |       |  |
| East:             | Warehouse/Industrial (Deerfield Beach), FPL Substation (BMSD), Outdoor Vehicle Storage, Office (BMSD) and Retail (Deerfield Beach)   |        |   |       |  |        |   |       |  |
| South:            | FPL Substation (BMSD), Turnpike Access and Retail (Pompano Beach)  |        |   |       |  |        |   |       |  |
| West:             | Florida's Turnpike (BMSD) and County Facility (Tradewinds Park) (Coconut Creek)  |        |   |       |  |        |   |       |  |
| 2. Planned Uses:  | <table border="0"><tr><td style="padding-right: 10px;">North:</td><td>Commerce (Deerfield Beach)</td></tr><tr><td>East:</td><td>Commerce (Deerfield Beach), Community and Low (5) Residential (BMSD)</td></tr><tr><td>South:</td><td>Community (BMSD), Commerce and Transportation (Pompano Beach)</td></tr><tr><td>West:</td><td>Transportation (Florida's Turnpike) (BMSD), Recreation and Open Space (Coconut Creek) and Conservation (Coconut Creek)</td></tr></table>   | North: | Commerce (Deerfield Beach)                        | East: | Commerce (Deerfield Beach), Community and Low (5) Residential (BMSD)   | South: | Community (BMSD), Commerce and Transportation (Pompano Beach)     | West: | Transportation (Florida's Turnpike) (BMSD), Recreation and Open Space (Coconut Creek) and Conservation (Coconut Creek) |
| North:            | Commerce (Deerfield Beach)   |        |   |       |  |        |   |       |  |
| East:             | Commerce (Deerfield Beach), Community and Low (5) Residential (BMSD)   |        |   |       |  |        |   |       |  |
| South:            | Community (BMSD), Commerce and Transportation (Pompano Beach)  |        |   |       |  |        |   |       |  |
| West:             | Transportation (Florida's Turnpike) (BMSD), Recreation and Open Space (Coconut Creek) and Conservation (Coconut Creek)   |        |   |       |  |        |   |       |  |

### **VI. Applicant/Petitioner**

- |                    |  |
|--------------------|--|
| A. Applicant:      | Waste Management Inc. of Florida   |
| B. Agent:          | C. William Laystrom, Jr., Esq., Doumar, Allsworth, Laystrom, Voigt, Adair & Dishowitz, LLP |
| C. Property Owner: | Waste Management Inc. of Florida   |

### **VII. Recommendation of Local Governing Body:**

The Broward County Board of County Commissioners has transmitted the application to the Broward County Planning Council for review and analysis.

## **EXHIBIT B**

The attached draft "Declaration of Restrictive Covenants" has been submitted and is required to be executed and recorded by the applicant prior to the effective date.

This Instrument Prepared By:  
C. William Laystrom Jr., Esq.  
1177 S.E. 3rd Ave.  
Fort Lauderdale, Florida 33316

#### DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") dated this day of \_\_\_\_\_, 2024, by and through Waste Management Inc. of Florida, a Florida Corporation ("Declarant"), for the benefit of Broward County, a political subdivision of the State of Florida ("County").

#### WITNESSETH:

WHEREAS, Declarant is the owner of the property located in the County as further described on Exhibit A attached hereto and made a part of hereof (the "Property"); and

WHEREAS, the Declarant has requested an amendment to the land use designation on the Property from electrical generating plant to commerce; and

WHEREAS, the Declarant intends to develop the Property for landfill, solid waste disposal and other uses consistent with the industrial uses allowed under the commerce designation including, but not limited to, those uses allowed under the A-6 and A-7 Zoning Districts of the County Zoning Code and requests that the County review the impacts of its land use amendment based upon the impacts created by industrial use rather than other uses that might be allowed under a Commerce designation including, but not limited to, restaurant, retail, etc.; and

WHEREAS, in order for the County to review the impacts based solely on industrial uses, Declarant must enter into this Declaration for the benefit of the County limiting the development and use of the Property to industrial; and

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the restrictions hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns.

1. Recitations. The foregoing recitations are true and correct and are incorporated herein by reference.
2. Property Development and Use Limitation. In connection with the development and use of the Property, Declarant agrees that the Property shall be restricted to industrial uses, as more particularly defined in Attachment A, attached hereto. This shall be deemed a restriction on the development and use of the Property.
3. Recordation/Effective Date. This Declaration shall not be effective until this Declaration is recorded in the Official Records of Broward County, Florida. Once recorded, this Declaration shall run with the Property for the sole benefit of the County and shall bind all successors and assigns to title of the Property. This Declaration shall not give rise to a cause of action by any party other than the County and no party other than the County shall be entitled to enforce this Declaration.

4. Amendment. This Declaration may not be modified, amended or terminated without prior written approval from the owner(s) of the Property and joinder and consent of the County.
5. Waiver. No waiver of any of the provisions of this Declaration shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.
6. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be Broward County, Florida.
7. Captions, Headings and Titles. The captions, paragraph headings and titles contained in this Declaration are for reference and convenience only and in no way define, describe, extend or limit the scope of intent of this Declaration, nor the intent of the provisions hereto.
8. Severability. Unless otherwise provided herein, if any provision of this Declaration shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
9. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.
10. Counterparts. This Declaration may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration as follows:

Declarant

Witnesses:

Waste Management Inc. of Florida  
a Florida corporation

\_\_\_\_\_  
(Signature)

Print Name:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its Authorized Agent

\_\_\_\_\_  
(Signature)

Print Name:

STATE OF  
COUNTY

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_,  
by \_\_\_\_\_, as \_\_\_\_\_ of Waste Management Inc. of

Florida, a Florida corporation. He/She is personally known to be or produced \_\_\_\_\_ as identification.

(Seal)

NOTARY PUBLIC

My Commission expires:

\_\_\_\_\_  
(Signature)

Print Name:

Commission No.:

## ATTACHMENT A

### INDUSTRIAL USE

Uses permitted in areas designated industrial are as follows:

1. Light and heavy industrial uses.
2. Heavy commercial uses including new and used automobile, truck, motorcycle, boat and trailer display, sales, and service; newspaper, magazine, and printing plants; bakeries, carpentry, cabinet shops and other trade shops; motion picture studios; ice houses; propane gas sales and repair; and salvage yards.
3. Educational, scientific and industrial research facilities, research laboratories, and medical or dental laboratories.
4. Office uses.
5. Transportation facilities.
6. Recreation and open space, cemeteries, and commercial recreation uses, as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry.
7. Community facilities.
8. Non-residential Agricultural uses.
9. Ancillary commercial uses within buildings devoted to primary industrial uses.
10. Wholesaling uses.
11. The following uses may also be permitted if certified by the Broward County Planning Council in the local land use plan, subject to the review and approval requirements of Policy 2.10.1 and as long as the total area of these uses does not consume more than 20 percent of the industrial land designated on the Future Broward County Land Use Plan Map (Series) within a flexibility zone, and as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industrial uses:
  - a. Commercial and retail business uses.
  - b. Hotel, motel and similar lodging.
12. Mining.
13. Communication facilities.
14. Utilities, excluding electrical power plants.
15. Residential units within the same structure as industrial uses for the owner, manager or caretaker of the industrial uses may be located in areas designated industrial without the application of flexibility units or reserve units.

**PROPOSED**

## ORDINANCE NO.

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING A SMALL SCALE AMENDMENT TO THE BROWARD COUNTY COMPREHENSIVE PLAN; AMENDING THE BROWARD COUNTY MUNICIPAL SERVICES DISTRICT FUTURE LAND USE MAP OF THE BROWARD COUNTY COMPREHENSIVE PLAN; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

(SPONSORED BY THE BOARD OF COUNTY COMMISSIONERS)

WHEREAS, Broward County adopted the Broward County Comprehensive Plan on April 25, 2017 (the Plan);

WHEREAS, the Florida Department of Commerce (f/k/a Department of Economic Opportunity) has found the Plan in compliance with the Community Planning Act;

WHEREAS, Broward County now wishes to propose an amendment to the Broward Municipal Services District Future Land Use Map;

WHEREAS, the Resilient Environment Department, as the local planning agency for the Broward Municipal Services District Future Land Use Map of the Broward County Comprehensive Plan, held its hearing on June 2, 2021, with due public notice;

WHEREAS, the Board of County Commissioners held an adoption public hearing on January 23, 2024, at 10:00 a.m., having complied with the notice requirements specified in Section 163.3184(11), Florida Statutes, at which public comment was accepted and considered;

WHEREAS, the Board of County Commissioners, after due consideration of all matters, hereby finds that the following amendment to the Plan is consistent with the State

Plan, Regional Plan, and the Plan; complies with the requirements of the Community Planning Act; and is in the best interests of the health, safety, and welfare of the residents of Broward County; and

WHEREAS, the proposed amendment constitutes a Broward County permitted small scale amendment to the Plan pursuant to Section 163.3187(1), Florida Statutes,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The Broward Municipal Services District Future Land Use Map is hereby amended by Amendment 20-M1, set forth in Attachment A, attached hereto and incorporated herein.

Section 2. Severability.

If any portion of this Ordinance is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Ordinance to any other individual, group, entity, property, or circumstance.

Section 3. Effective Date.

(a) The effective date of the plan amendment set forth in this Ordinance shall be the later of:

(1) Thirty-one (31) days after the adoption of this Ordinance;



- (2) The date a final order is issued by the Florida Department of Commerce (f/k/a Department of Economic Opportunity) or the Administration Commission finding the amendment to be in compliance;
- (3) If the Florida Department of Commerce (f/k/a Department of Economic Opportunity) or the Administration Commission finds the amendment to be in noncompliance, pursuant to Section 163.3184(8)(b), Florida Statutes, the date the Board of County Commissioners nonetheless elects to make the plan amendment effective notwithstanding potential statutory sanctions;
- (4) If a Declaration of Restrictive Covenants is applicable, as per Attachment B, the date the Declaration of Restrictive Covenants is recorded in the Public Records of Broward County; or
- (5) If recertification of the municipal land use plan amendment is required, the date the municipal amendment is recertified.
- (b) This Ordinance is effective as of the date provided by law.

ENACTED

PROPOSED

FILED WITH THE DEPARTMENT OF STATE

EFFECTIVE

Approved as to form and legal sufficiency:  
Andrew J. Meyers, County Attorney

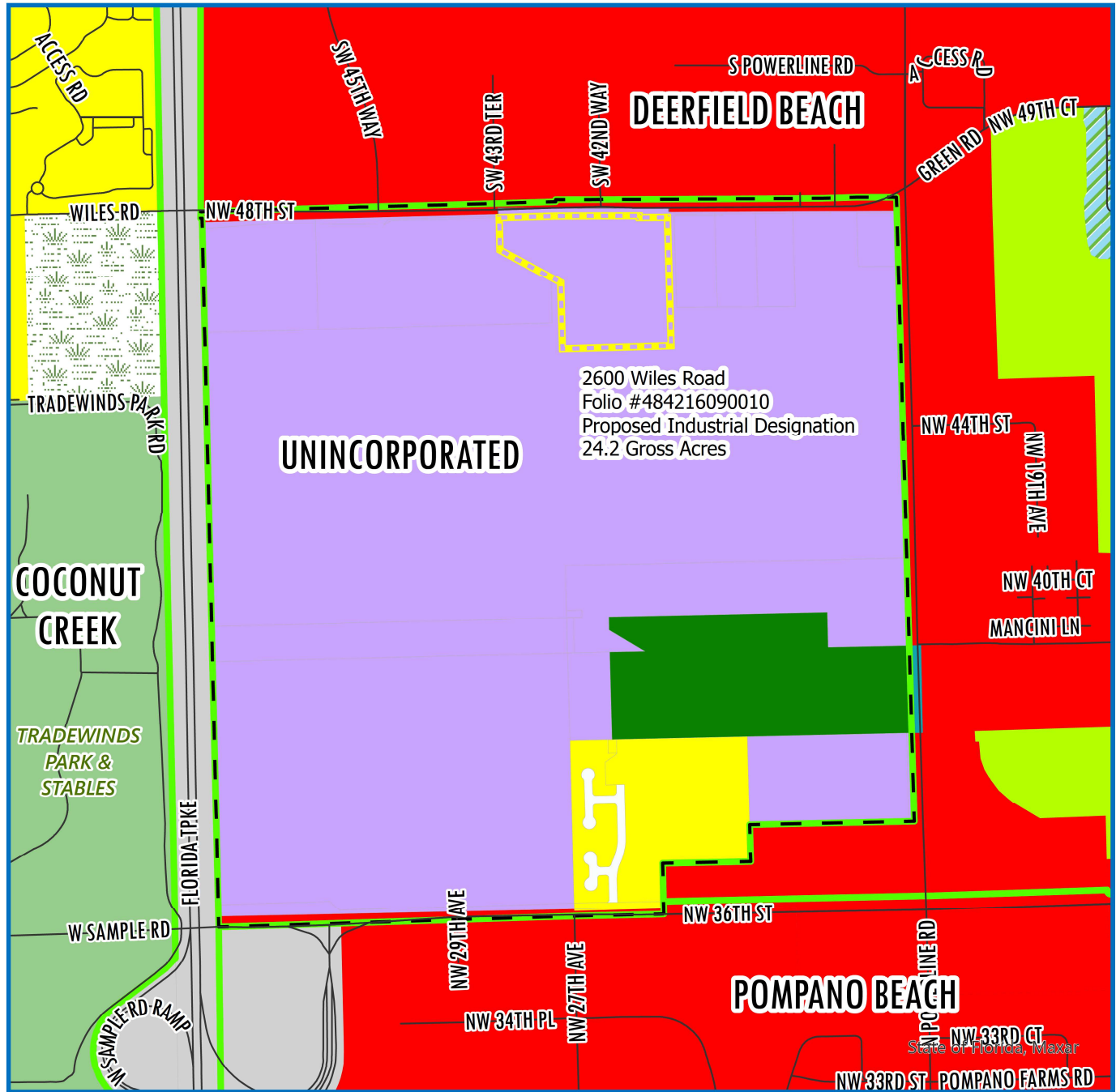
By: /s/ Maite Azcoitia 12/04/2023  
Maite Azcoitia (date)  
Deputy County Attorney

MA/gmb  
FLUMS 20-M1 Broward Municipal Services District – Ordinance - Small Scale  
12/04/2023  
#80041

Coding: Words ~~stricken~~ are deletions from existing text. Words underlined are additions to existing text.



## Amendment 20-M1 Proposed Future Land Use Map

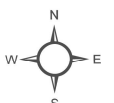


- |  |  |   |   |
|--|--|---|---|
| <ul style="list-style-type: none"> <li>Streets</li> <li>Site Location - 2600 Wiles Road</li> <li>Unincorporated Area Boundary</li> <li>Broward Municipalities</li> </ul> | <b>Unincorporated Future Land Use</b> <ul style="list-style-type: none"> <li>Low (5) Residential</li> <li>Electrical Generation Facilities</li> <li>Industrial</li> <li>Transportation</li> <li>Utilities</li> <li>Right of Way</li> </ul> | <b>Broward County Future Land Use</b> <ul style="list-style-type: none"> <li>Low (5) Residential</li> <li>Irregular Residential</li> <li>Commerce</li> <li>Conservation - Natural Reservations</li> <li>Recreation and Open Space</li> <li>Commercial Recreation</li> </ul> | <ul style="list-style-type: none"> <li>Community</li> <li>Electrical Generation Facilities</li> <li>Transportation</li> </ul> |
|--|--|---|---|

Prepared by:  
Planning and Development Management Division  
Environmental Protection and Growth Management Department

This map is for conceptual purposes only and should not be used for legal boundary determinations.

500 250 0 500 Feet



Broward County Commission

**EXHIBIT D**

Mtg Doc Stamps: \$0.00 Int Tax: \$0.00

Document Prepared by:

Jamie A. Cole

Weiss Serota Helfman Cole + Bierman, P.L.

200 East Broward Blvd., Suite 1900

Fort Lauderdale, Florida 33301

Return recorded document to:

Lori Smith-Lalla

Weiss Serota Helfman Cole + Bierman, P.L.

200 East Broward Blvd., Suite 1900

Fort Lauderdale, Florida 33301

Interlocal Agreement For Solid Waste Disposal And Recyclable Materials  
Processing Authority of Broward County, Florida

File No. 5942.001

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

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

**ARTICLE 1. RECITALS AND FINDINGS OF FACT**

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

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

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

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

## ARTICLE 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE 3. FORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

3.3.5.4. Section 8.1.7 (Collection and transportation services);

3.3.5.5. Section 8.1.8 (Authority Solid Waste disposal);

3.3.5.6. Section 8.1.12 (Issuance of bonds);

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

3.3.5.8. Section 11.2 (Regulatory Flow Control).

#### **ARTICLE 4. DURATION**

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

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

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

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

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

#### **ARTICLE 5. MEMBERSHIP ELIGIBILITY AND OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 6. GOVERNANCE**

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

6.2. Governing Board.

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

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

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

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

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

6.3. Executive Committee.

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

6.3.1.1. The County's Governing Board Member.

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

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

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

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

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

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

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

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

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

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

#### 6.3.2. Alternate Members.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.6. Ethics and Required Abstentions.

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

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

6.7. Executive Director.

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

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

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

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

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

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

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

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

6.8.4. Approval of any and all special assessments;

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

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

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

6.10. Legal Counsel.

6.10.1. Authority Counsel. Authority Counsel shall act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee. Authority Counsel will have such duties as authorized by the Governing Board and serve at the pleasure of same. Authority Counsel shall not be an: (a) elected official of any Party, or (b) employee of any Party other than the Authority. Authority Counsel shall be an attorney duly licensed to practice law in the State of Florida, shall be in good standing



with the Florida Bar, and shall at all times comply with all applicable rules of the Florida Bar regulating attorney conduct. Authority Counsel shall have substantial experience providing counsel to a governmental entity or governmental entities within the State of Florida and demonstrated familiarity with issues related to solid waste disposal and recycling. Except for the matters described in Section 6.10.2, Authority Counsel may retain special counsel to provide legal services to the Authority in connection with particular legal matters or in the event of actual or perceived legal conflict, subject to the approval of the Executive Committee.

**6.10.2. Independent Counsel; Scope of Services and Procedures for Retention.**

6.10.2.1. The Parties recognize there are certain Sensitive Issues (defined below) where Parties may have conflicting interests, and as to which Authority Counsel may have an actual or perceived conflict of interest or bias.

6.10.2.2. The "Sensitive Issues" are: (a) whether a specific action of the Authority requires the vote of a Party's (or Parties') elected body or Governing Board member; (b) whether a proposed action by the Governing Board or Executive Committee requires an amendment to the Master Plan; (c) whether a proposed amendment to the Master Plan constitutes a Significant Amendment as defined in Section 7.1.2.1; (d) whether a proposed action by the Governing Board or Executive Committee should be treated as an amendment to the Master Plan that requires a Party's (or Parties') Governing Board member's consent pursuant to Section 7.1.3; or (e) whether a proposed action by the Governing Board or Executive Committee must be made through an amendment to the Agreement that requires a Party's (or Parties') elected body's approval pursuant to Section 16.1.5.

6.10.2.3. Before the Authority may exercise any of its powers under Sections 8.1.1 through 8.1.12 and before the Governing Board or Executive Committee may exercise any related powers, the Authority must adopt, by unanimous vote of the Executive Committee, procedures relating to the retention, scope of work, qualifications of, compensation for, and effect of opinions of independent outside counsel, to address situations where the general counsel for a Party issues a written opinion that the opinion of Authority Counsel on a Sensitive Issue is legally incorrect ("Independent Counsel Procedures").

6.10.2.4. Adoption of the Independent Counsel Procedures and any subsequent amendments thereto require a unanimous vote of the Executive Committee. The initial proposed Independent Counsel Procedures will be developed by the municipal and County attorneys that serve as co-counsel to the Solid Waste Working Group established by the "Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System" between Broward County municipalities and

County with an effective date of October 1, 2019 (namely, Jamie Cole, Esq. with Weiss Serota Helfman Cole + Bierman, PL, Michael Cirullo, Esq. with Goren Cherof Doody & Ezrol, PA, and the County Attorney, collectively, "SWWG Co-Counsel"), and may only be submitted for consideration to the Executive Committee after separate and independent written approval of the draft proposed procedures is issued by each of the SWWG Co-Counsel. Proposed amendments to the Independent Counsel Procedures may only be considered by the Executive Committee after separate and independent written approval of the proposed amendment is issued by (a) counsel designated by the municipal members of the Executive Committee, and (b) the County Attorney.

6.10.2.5. Nothing in this section shall be deemed a condition precedent to, and shall not prevent or inhibit, any Party's right to invoke the separate dispute resolution provisions pursuant to Article 17.

#### **ARTICLE 7. OBLIGATIONS OF THE AUTHORITY AND MASTER PLAN**

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

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

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

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

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

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

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

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

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

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

7.1.2. Procedure to Adopt and Amend Master Plan.

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

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

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

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

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

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

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

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

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

#### **ARTICLE 8. POWERS OF THE AUTHORITY**

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

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

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

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

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

8.1.5. Develop, implement, operate, and manage facilities and programs concerning the processing of Recyclable Materials and Recovered Materials and make same available to each Party on uniform terms. Nothing herein will prevent any Party from developing, implementing, operating, or managing programs concerning the processing of Recyclable Materials or Recovered Materials that do not conflict with the minimum standards set by

the Authority. Notwithstanding the foregoing, the Authority may establish different terms for Parties that join the Authority after the Effective Date.

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

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

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

8.1.9. Conduct studies and research on strategies to improve the management of System Waste.

8.1.10. Provide monitoring of projects, programs, and facilities that directly or indirectly affect the System.

8.1.11. Provide education, outreach, and public information programs to increase the percentage of Recyclable Materials and Recovered Materials that are successfully recycled, to promote the reduction and reuse of Authority Solid Waste in the Parties' jurisdictions, and to increase public understanding of, and engagement with, the Authority's work.

8.1.12. Issue bonds or other instruments related to short- or long-term borrowing, and letters of credit or debt that materially relates to the System.

8.1.13. Sue and be sued, implead, and be impleaded in all courts.

8.1.14. Consistent with the powers described in this Article 8, the requirements of Chapter 403, Florida Statutes, and other applicable law, the Authority will have the power to contract with governmental agencies, individuals, public or private corporations, municipalities, and any other person or entity.

8.1.15. In order to fulfill the purpose and intent of this Agreement, and except as expressly limited by this Agreement, exercise all other necessary and appropriate powers of an

independent entity created pursuant to Chapter 163, Florida Statutes, including without limitation, to acquire, at its discretion, personal or real property or any interest therein by gifts, lease, or purchase.

8.2. The Governing Board has power and authority to take the following actions:

8.2.1. Approval of annual budgets as described in Article 9.

8.2.2. Approval and levy of special assessments as described in Article 9.

8.2.3. Approval of revenue bonds.

8.2.4. Establish the aggregate maximum debt authority of the Executive Committee.

8.2.5. Purchase, sell, or lease any assets of the Authority, in any amount, subject to applicable law.

8.2.6. Enter into agreements for services in any amount, subject to applicable law.

8.2.7. Approval of the Master Plan, the Facilities Amendment, and other amendments, as described in Article 7 and subject to the terms and conditions stated in this Agreement.

8.2.8. Appoint Authority Counsel and make all decisions regarding Authority Counsel, including compensation and, as necessary, removal.

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

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

8.2.11. Approval of any Governing Board rules of procedure.

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

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

8.3.1. Overseeing the operation and management of the Authority.

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

8.3.3. Approval of operational policies for the Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 9. REVENUE, BORROWING, AND BUDGET**

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

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

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

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

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



## **ARTICLE 10. AUDITING**

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

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

## **ARTICLE 11. COMMITMENT OF SYSTEM WASTE**

11.1. Commitment of System Waste. The Parties must cause all System Waste that is: (a) identified by the Master Plan as acceptable for delivery into the System, and (b) generated in the Parties' respective boundaries (for County, within the unincorporated area), to be collected, transported, delivered, and deposited at the designated receiving facilities of the System pursuant to the Master Plan or annual plan of operations, except for System Waste that is transported outside the State of Florida. Except with the prior express written consent of the Authority, no Party will deliver (directly or by contract) into the System any waste, debris, substance, constituent, object, or material that does not qualify as System Waste.

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

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

enforcing such provisions, if enforcement is necessary, to ensure the delivery of System Waste to the System. Prior to initiating any such enforcement action, the Authority must communicate and coordinate with the relevant Party.

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

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

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

11.4.3. The quantity (either by volume, weight, or number and size of all trucks or containers) of System Waste that is not processable by a waste-to-energy plant or other System facility that has been collected by the Hauler and that is to be transported outside the State of Florida.

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

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

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

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

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

11.8. Commitment Limited by Existing Agreements. Notwithstanding anything to the contrary in this Agreement, the Authority will not, and this Agreement will not, require any Party to take

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

#### **ARTICLE 12. DEBT OBLIGATIONS**

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

#### **ARTICLE 13. RELATIONSHIPS OF THE PARTIES**

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

#### **ARTICLE 14. INDEMNIFICATION**

14.1. Indemnification Obligations. The Authority will, at its sole cost and expense, indemnify, hold harmless, and defend ("Indemnification Obligations") each Party and each Party's current, past, and future officers, agents, and employees (each, an "Indemnified Party"), to the maximum extent permitted by law, from and against any and all causes of action, demands, claims, counterclaims, third-party claims, administrative actions, damages of any kind (including, without limitation, personal injury or bodily harm), destruction, losses, liabilities, costs (including, without limitation, costs of investigations, assessments, clean up, fines, violations, punitive damages, regulatory reopeners, and/or remediation), and expenditures of any kind, including, without limitation, attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, for the matters described in this section and/or in Sections 14.2 and 14.3 below (each a "Claim"). Notwithstanding the Indemnification Obligations

in this article, nothing herein shall act as a waiver by a Party or the Authority of any limitation on liability, including but not limited to sovereign immunity and limitations on tort liability as provided in Section 768.28, Florida Statutes.

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

- (a) any alleged, threatened, or actual presence or release of any Hazardous Materials in, on, above, or under any site that is or was part of the System at a time when such Hazardous Materials were threatened to be released or actually present or released;
- (b) any actual, proposed, or threatened use, treatment, storage, holding, existence, disposition, discharge, or other release, generation, production, manufacturing, processing, refining, control, management, containment, abatement, removal, handling, or transfer of any Hazardous Materials located in, under, on, or above any site that is or was in the System, or transportation of any Hazardous Materials to or from the System (collectively, "Covered Activity");
- (c) any actual or proposed assessment, clean up, and/or remediation of any Hazardous Materials at any time located in, under, on, or above any site that is or was in the System, whether or not such assessment, clean up, and/or remediation is voluntary or pursuant to court or administrative order, including any resulting or required clean up, control, management, containment, abatement, removal, remedial, or corrective action;
- (d) the imposition, recording, or filing or the threatened imposition, recording, or filing of any environmental lien encumbering any site that is or previously was part of the System at any time during the Term;
- (e) any past, present, or threatened injury to, destruction of, or loss of natural resources relating to the construction, use, operation, or maintenance of the System or within the System, including claims for damages, contribution, costs to investigate and assess such injury, destruction, or loss; or
- (f) any actual or threatened failure to comply with any debt obligation incurred by the Authority.

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

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

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

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

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

(e) any past, present, or threatened noncompliance with or violation of: (i) any environmental laws, including, without limitation, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapters 376 and 403, Chapters 62-701 through 62-787 of the Florida Administrative Code, the Clean Water Act, 33 U.S.C. § 1321, et seq., RCRA, 42 U.S.C. § 6901, et seq., CERCLA, 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 799, 49 C.F.R. § 172.101; (ii) any ordinance, regulation, standard, condition, requirement, permit, license, or authorization; or (iii) any order of any governmental authority.

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

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

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

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

## **ARTICLE 15. DEFAULT**

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

## **ARTICLE 16. AMENDMENTS TO THIS AGREEMENT**

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

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

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

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

- 16.1.3.1. Article 3 (Formation);
- 16.1.3.2. Article 4 (Duration);
- 16.1.3.3. Section 6.2.1 (Governing Board Membership);
- 16.1.3.4. Section 6.3.1 (Executive Committee Membership);
- 16.1.3.5. Section 6.8 (Major Decisions);
- 16.1.3.6. Section 8.1 (Powers of the Authority), except for Section 8.1.8;
- 16.1.3.7. Article 12 (Debt Obligations);

16.1.3.8. Article 14 (Indemnification);

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

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

16.1.3.11. Disposition of assets owned by the Authority.

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

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

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

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

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

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

17.2. Formal Dispute Resolution. If the Dispute is not fully resolved through the informal dispute resolution process described in Section 17.1, the parties to the Dispute will follow the

conflict resolution procedures for governmental disputes as provided in Chapter 164, Florida Statutes.

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

17.4. Court-Ordered Dissolution of Authority; Termination of Agreement. In addition to any remedy at law or equity that a Party may have against the Authority, if a court of competent jurisdiction enters a final judgment that (a) the Authority is incapable of performing the services for which it was created, or (b) the actions or inactions of the Authority have prevented County from performing its obligations under Section 403.706, Florida Statutes, such court may order monetary damages (against the Authority but not against any members of the Authority) or equitable relief including, without limitation, the termination of this Agreement and the dissolution of the Authority.

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

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

#### **ARTICLE 18. RIGHT OF FIRST REFUSAL**

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



purchase the Authority Property at the same price, and on the same terms and conditions, as the Offer, as provided below:

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

18.1.2. For all other Authority Property, the Municipal Party, Municipal Parties, and/or County (for Authority Property located within unincorporated Broward County) where the subject Authority Property is located will have the right of first refusal. For Authority Property located within the territorial jurisdiction of more than one local governmental entity (e.g., two Municipal Parties or a Municipal Party and unincorporated Broward County), the right of first refusal may be exercised jointly or, if one Party elects not to exercise the right, by the other applicable Party. If no Municipal Party exercises the right of first refusal provided in this section, County will have the right of first refusal.

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

## **ARTICLE 19. MISCELLANEOUS**

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

19.2. Notices. All notices, consents, and other communications required, permitted, or otherwise delivered under this Agreement must be in writing and delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, with contemporaneous email, and in any case must be addressed to each Party’s mayor, with copies to its chief executive officer (e.g., City/Town Manager, County

Administrator, etc.) and its chief legal officer (e.g., City/Town Attorney, County Attorney, etc.), at the address of its main headquarters. Notices, consents, and other communications given by mail in accordance with this section will be deemed to have been given five (5) business days after the postmarked date; notices, consents, and other communications given by any other means will be deemed to have been given when received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.14. No Damages for Compliance with Future Applicable Law; Litigation Court Orders impacting Authority Operations. If any Party fails to meet its responsibilities or perform its obligations under this Agreement as a result of actions it takes in compliance with applicable laws, codes, advisory circulars, rules, regulations, ordinances, or orders of any federal, state, or other governmental entity (other than orders of the Party itself) issued, enacted, adopted, or promulgated after the Effective Date ("Future Applicable Law"), that Party shall not be liable to any other Party or to the Authority for damages, provided that such Party: (a) pursues any colorable challenge to the Future Applicable Law and the challenge proves unsuccessful (in whole or in applicable part); (b) issues written notice, with contemporaneous email, to the Authority and to all Parties within fifteen (15) days after the filing of or the initiation of such litigation; and (c) consents to intervention by the Authority and any other Party in such litigation. In addition, if a Party is named as a defendant in any litigation concerning solid waste, recycling, or issues likely to impact the Authority's operations or that Party's obligations under the Agreement, that Party must provide written notice of same to the Authority and all Parties within fifteen (15) days after the litigation was filed or the issue(s) otherwise arose (in the event the issue will be considered by any court within such fifteen (15) day period, such notice shall be provided as promptly as is practical after the Party receives notice of such pending court consideration) and consent to intervention in such litigation by the Authority and any other Party.

19.15. Notwithstanding anything to the contrary contained within or alluded to in this Agreement, nothing in this Agreement shall in any way diminish or modify any right or power of County to take the following actions before the Formation Conditions have been met:

19.15.1. Implement any recycling program County determines will help meet recycling goals established by the state or the Authority or identified by any expert retained by County, the Solid Waste Working Group established by the "Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System" between Broward County municipalities and County with an effective date of October 1, 2019, or the Authority; or

19.15.2. Contract for solid waste disposal capacity, or options therefor, with reasonable opportunities for coordination with representatives of the Authority, on such terms and conditions County determines will benefit the public, provided that the terms of any such agreement(s) contain a provision: (a) permitting County to assign the agreement(s) to the Authority after the Formation Conditions have been met; and (b) the Authority is not bound by such agreement(s) without its consent.

In addition, nothing contained within or alluded to in this Agreement shall at any time or in any way impede County from acting as it deems prudent to enable it to offer solid waste disposal capacity to municipalities that are not a party to the Agreement.

19.16. No Additional Financial Obligations. Notwithstanding anything to the contrary in this Agreement, prior to the Formation Conditions being met, the Authority shall take no action that in any way obligates any Party or Broward County resident to expend any money other than the amounts funded by the Parties as expressly stated in Section 5.4. The restrictions of this Section

19.16 shall not apply to any costs incurred by a Party pursuant to the Independent Counsel Procedures referenced in Section 6.10.2.

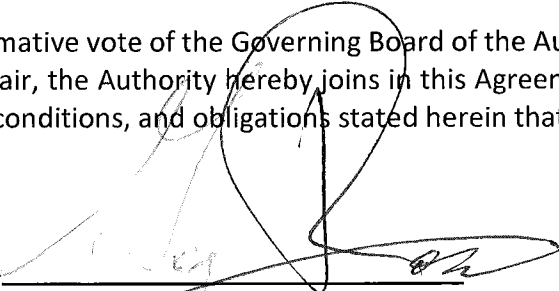
[The remainder of this page is intentionally left blank.]

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

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

**JOINDER BY AUTHORITY**

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

Signed:  \_\_\_\_\_

Print Name: Gretchen Ross

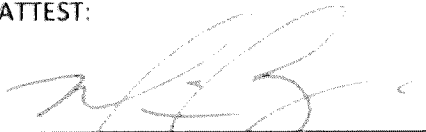
Title: CHAIRPERSON

Date: 10/23/23

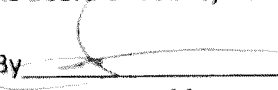
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 23 day of May, 2023, and the Municipal Parties, signing by and through their authorized signers.

COUNTY

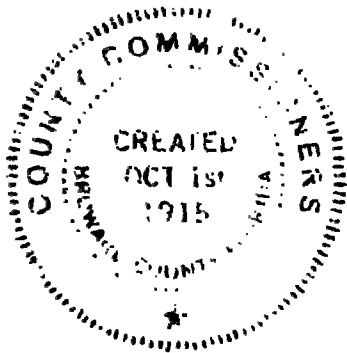
ATTEST:

  
\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

BROWARD COUNTY, by and through  
its Board of County Commissioners

By  \_\_\_\_\_  
Mayor  
26<sup>th</sup> day of May, 2023

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



Matthew  
By Haber \_\_\_\_\_  
Matthew Haber (Date)  
Assistant County Attorney

Digitally signed by Matthew  
Haber  
Date: 2023.05.15 11:47:44  
-04'00'

Nathaniel  
By Klitsberg \_\_\_\_\_  
Nathaniel A. Klitsberg (Date)  
Senior Assistant County Attorney

Digitally signed by Nathaniel  
Klitsberg  
Date: 2023.05.15 15:53:47  
-04'00'



COCONUT CREEK

WITNESS:

Danielle Nowak

Danielle Nowak

Print or type name

WITNESS:

Jaqueline Batres

Jaqueline Batres

Print or type name

CITY OF COCONUT CREEK

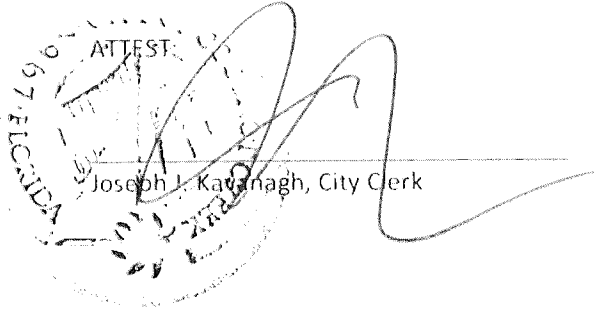
Joshua Rydell, Mayor

25 day of May, 2023

Karen M. Brooks  
Karen M. Brooks, City Manager

APPROVED AS TO FORM BY:

Terrill C. Pyburn  
Terrill C. Pyburn, City Attorney

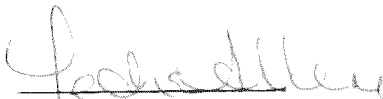


COOPER CITY

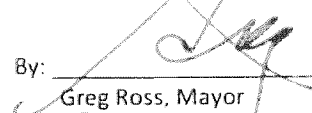
INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS  
PROCESSING AUTHORITY OF BROWARD COUNTY

MUNICIPALITY

ATTEST:

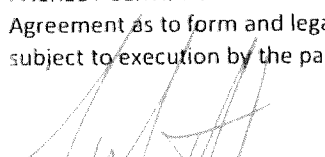
  
\_\_\_\_\_  
Tedra Allen, City Clerk

CITY OF COOPER CITY

By:   
\_\_\_\_\_  
Greg Ross, Mayor

  
\_\_\_\_\_  
3<sup>rd</sup> day of August, 2023

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

  
\_\_\_\_\_  
Jacob Horowitz, City Attorney

CORAL SPRINGS

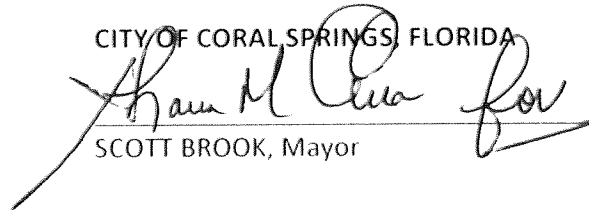
IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and BROWARD COUNTY have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:



GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA



SCOTT BROOK, Mayor

APPROVED AS TO FORM:



John J. Hearn  
City Attorney

DANIA BEACH

**MUNICIPAL SIGNATURE PAGE**

By affirmative vote of the City Commission of the City of Dania Beach, Florida, signing by and through its Mayor or Vice Mayor, the City hereby joins in this Agreement and further agrees to be bound by all terms, conditions and obligations stated herein that apply to the City.

ATTEST:

**Elora Riera**

Digitally signed by Elora  
Riera  
Date: 2023.08.09 10:28:40  
-04'00'

ELORA RIERA, MMC  
CITY CLERK

CITY:

**CITY OF DANIA BEACH, FLORIDA, a Florida  
Municipal Corporation**

**Archibald J.  
Ryan IV**

Digitally signed by  
Archibald J. Ryan IV  
Date: 2023.08.09  
10:28:19 -04'00'

ARCHIBALD J. RYAN IV  
MAYOR



**Ana M.  
Garcia**

Digitally signed by Ana  
M. Garcia  
Date: 2023.08.07  
08:15:58 -04'00'

ANA M. GARCIA, ICMA-CM  
CITY MANAGER

Dated: August 7, 2023

APPROVED FOR FORM AND CORRECTNESS:

**Eve A. Boutsis**

Digitally signed by Eve A. Boutsis  
Date: 2023.08.04 16:06:54 -04'00'


EVE A. BOUTSIS  
CITY ATTORNEY

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

TOWN OF DAVIE

TOWN OF DAVIE


WITNESS:

  
\_\_\_\_\_  
Gillian Brewster  
Print or type name

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

7 day of June, 2023

WITNESS:

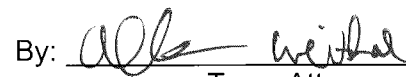
  
\_\_\_\_\_  
Armani Beaumont

By:   
\_\_\_\_\_  
Town Administrator

ATTEST:

APPROVED AS TO FORM:  
Allan Weinthal, Town Attorney

By:   
\_\_\_\_\_  
Town Clerk

By:   
\_\_\_\_\_  
Town Attorney


DEERFIELD BEACH

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the <sup>23</sup> day of May 2023, and the CITY OF DEERFIELD BEACH, signing by and through their authorized signers.


CITY OF DEERFIELD BEACH

ATTEST:


  
HEATHER MONTEMAYOR, CITY CLERK

By   
BILL GANZ, Mayor

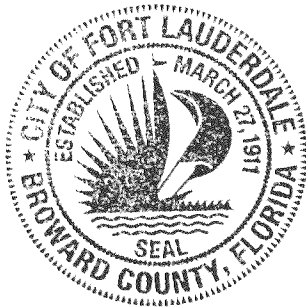
18 day of July 2023

By   
CITY ATTORNEY (Date) 7/18/23


CITY OF FORT LAUDERDALE, a Florida  
municipal corporation

By:   
DEAN J. TRANTALIS  
Mayor

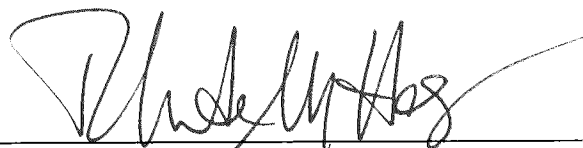
By:   
for GREG CHAVARRIA  
City Manager



ATTEST:

By:   
DAVID R. SOLOMON  
City Clerk a

Approved as to Legal Form and Correctness:  
D'Wayne M. Spence, Interim City Attorney

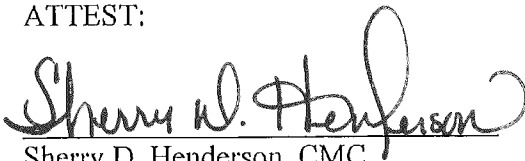
By:   
RHONDA MONTOYA HASAN  
Assistant City Attorney

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

TOWN OF HILLSBORO BEACH, through its Town Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the 6<sup>th</sup> day of June, 2023.

**TOWN**

ATTEST:

  
Sherry D. Henderson, CMC  
TOWN CLERK

TOWN OF HILLSBORO BEACH, a municipal  
corporation

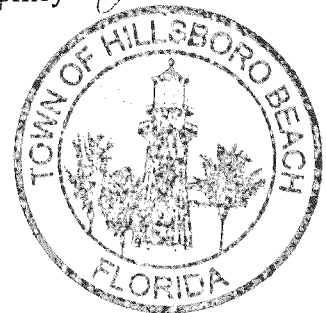
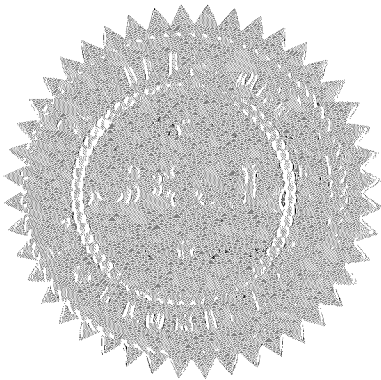
By:   
TOWN MAYOR

Irene Kirdahy  
Print Name

6th day of June, 20 23

APPROVED AS TO FORM:

  
Donald J. Doody, Town Attorney



Designated Address for Notices include e-mail address(es):

Sherry D. Henderson, CMC Town Clerk  
Town of Hillsboro Beach  
1210 Hillsboro Mile,  
Hillsboro Beach, FL 33062  
SHenderson@TownofHillsboroBeach.com

Donald J. Doody, Town Attorney  
GOREN, CHEROF, DOODY & EZROL Attorneys at Law  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
DDoody@GorenCherof.com



HOLLYWOOD

CITY OF HOLLYWOOD

Dec. Signed by: David S. Keller  
David Keller, Director  
Financial Services

Dec. Signed by: Joshua Levy  
Joshua Levy, Mayor  
15 day of August, 20<sup>23</sup>

Dec. Signed by: George R. Keller Jr., CPPT  
George R. Keller, Jr. CPPT  
City Manager

DS  
JSK

ATTEST: 

APPROVED AS TO FORM:

Dec. Signed by: Patricia A. Cerny  
Patricia A. Cerny, MMC  
City Clerk

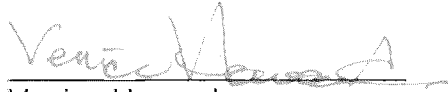
Dec. Signed by: Douglas R. Gonzales  
Douglas R. Gonzales  
City Attorney

LAUDERDALE LAKES

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

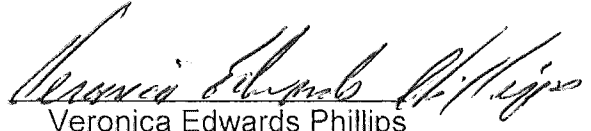
Attest:

City of Lauderdale Lakes



Venice Howard  
City Clerk

By:

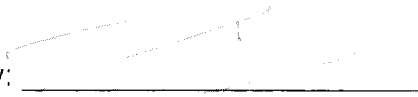


Veronica Edwards Phillips  
Mayor

8 day of August, 2023

Approved as to form:

By:



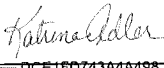
Sidney C. Calloway  
City Attorney

8<sup>th</sup> day of August, 2023


DocuSign Envelope ID: 789CE7F5-B0DF-4894-9BA9-FA3036DB147A

ATTEST:

TOWN OF Lauderdale-By-The-Sea

DocuSigned by:  


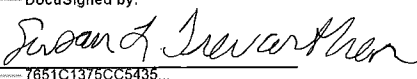
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Katrina Adler, Town Clerk

DocuSigned by:  


BUA8AE8CC88D4A1...  
Chris Vincent, Mayor

Date: 7/11/2023 | 11:56 AM PDT

APPROVED AS TO FORM:

DocuSigned by:  


7651C1375CC5435...  
Susan Trevarthen, Town Attorney

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: THE CITY OF LAUDERHILL through its CITY COMMISSION, signing by and through its Mayor, authorized to execute same by City Commission action via approval of Resolution No. 23R-04-116 on April 24, 2023.

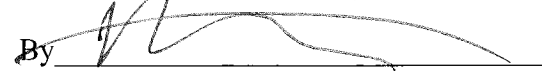
**CITY OF LAUDERHILL**

ATTEST:

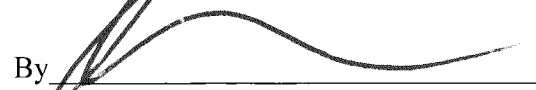
  
CITY CLERK – Andrea M. Anderson

(Seal)

**CITY OF LAUDERHILL, FLORIDA**

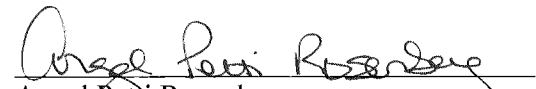
By   
MAYOR - Ken Thurston

Date 5/25/23

By   
CITY MANAGER – Desorae Giles Smith

Date 5/25/23

Approved as to Form:

  
Angel Petri Rosenberg  
City Attorney

Date 5/25/23


LAZY LAKE


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

Village

Village of Lazy Lake

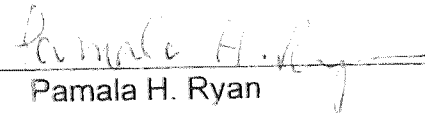
Attest:

  
Tedra Allen  
Village Administrative Assistant

By   
Richard Willard  
Mayor

10<sup>th</sup> day of June, 2023

Approved as to form:

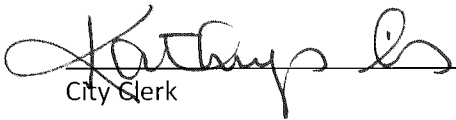
By   
Pamala H. Ryan  
Village Attorney

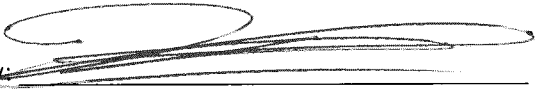
8<sup>th</sup> day of June, 2023


CITY OF LIGHTHOUSE POINT

ATTEST:

CITY OF LIGHTHOUSE POINT

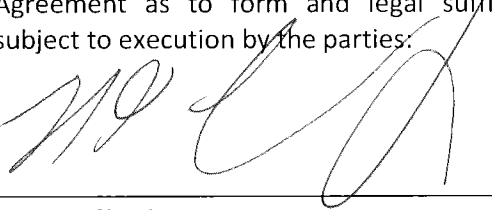
  
City Clerk

By:   
Mayor

  
Print Name

27 day of October, 2023

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


  
City Attorney

LIGHTHOUSE POINT

CITY OF LIGHTHOUSE POINT

ATTEST:

CITY OF LIGHTHOUSE POINT


  
City Clerk

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

Kyle Van BUSKIRK  
Print Name

11 day of July, 2023

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

  
\_\_\_\_\_  
City Attorney

**JOINDER BY AUTHORITY**

**ADDITIONAL SIGNATURE PAGE**

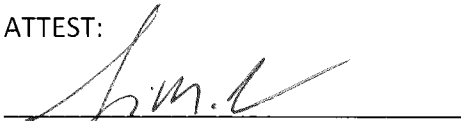
By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Agreement and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.



Cale Curtis, City Manager

13<sup>th</sup> day of June, 2023

ATTEST:



Jennifer M. Johnson, City Clerk

13<sup>th</sup> day of June, 2023

APPROVED AS TO FORM:



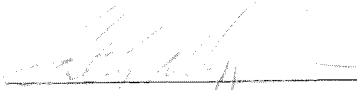
David N. Tolces, Interim City Attorney

15<sup>th</sup> day of June, 2023




MARGATE

CITY OF MARGATE



Anthony N. Caggiano, Mayor

28<sup>th</sup> day of June, 2023



Cale Curtis, City Manager

28<sup>th</sup> day of June, 2023

ATTEST:



Jennifer M. Johnson, City Clerk

28<sup>th</sup> day of June, 2023

APPROVED AS TO FORM:



David N. Tolces, Interim City Attorney

28<sup>th</sup> day of June, 2023

MIRAMAR

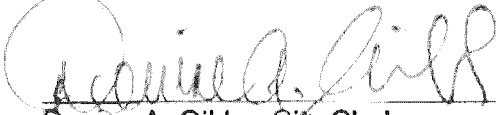
CITY OF MIRAMAR, FLORIDA

By:   
Dr. Roy L. Virgin, City Manager

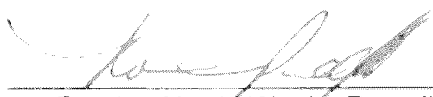
Date: 6/21/2023

10

ATTEST:

  
Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency  
for the use of and reliance by the City of  
Miramar only:


By:   
Austin Pamies Norris Weeks Powell, P.L.L.C  
City Attorney

NORTH LAUDERDALE

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: CITY OF NORTH LAUDERDALE through its BOARD OF COMMISSIONERS, signing by and through its City Manager, authorized to execute same by Board action on the 13<sup>th</sup> day of June, 2023.

CITY

ATTEST:

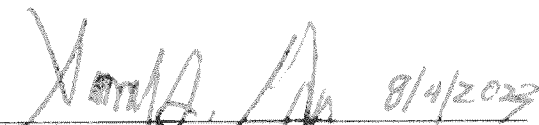
  
ELIZABETH GARCIA-BECKFORD, CITY CLERK  
8/2/23

CITY OF NORTH LAUDERDALE, by and through its Board of Commissioner's

By   
CITY MANAGER MICHAEL SARGIS

2 day of August, 2023

APPROVED AS TO LEGAL FORM:

  
CITY ATTORNEY SAMUEL S. GOREN  
8/4/2023

OAKLAND PARK

IN WITNESS WHEREOF, the City of Oakland Park, Florida signing by and through its Mayor duly authorized to execute this Agreement by City Commission action taken on 6/7/23, 2023.

WITNESSES:

Michelle V. Fletcher  
Print Name

Robin Greco  
Print Name

CITY OF OAKLAND PARK, FLORIDA,  
a Florida municipal association

BY: Robert Gordon  
MAYOR

Date: July 26, 2023

Attest)

Renee ShROUT  
RENEE SHROUT, CITY CLERK

R. 2023.091



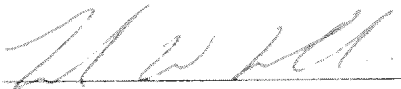
Notices:

As to Municipality:  
Attn: David Hebert, City Manager  
City of Oakland Park  
3650 NE 12th Avenue  
Oakland Park, FL 33334

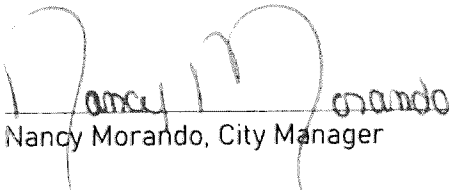
PARKLAND

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Parkland through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 17<sup>th</sup> day of May, 2023; and Broward County authorized to execute same.

CITY OF PARKLAND through its City Commission

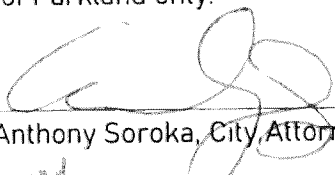
By:   
Richard W. Walker, Mayor  
22<sup>nd</sup> day of August, 2023

  
Alyson Morales, City Clerk

By:   
Nancy Morando, City Manager

22<sup>nd</sup> day of August, 2023

Approved as to form and legality  
for the use of and reliance by the  
City of Parkland only:

By:   
Anthony Soroka, City Attorney  
22<sup>nd</sup> day of August, 2023

(CITY SEAL)



**MUNICIPAL SIGNATURE PAGE**

**TOWN OF PEMBROKE PARK**

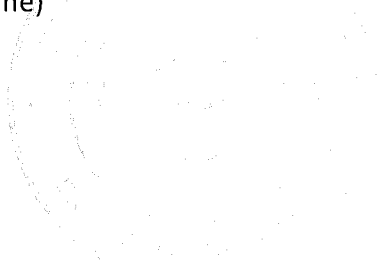
ATTEST:

Town Clerk

  
(Signature)

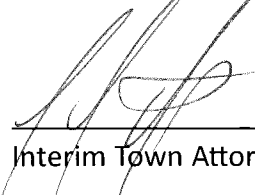
Marlen Martell  
(Print or type name)

(SEAL)



By:   
Ashira Mohammed, Mayor (Signature and Date)


APPROVED AS TO LEGAL FORM:

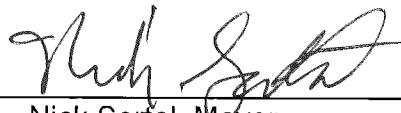
  
Interim Town Attorney (Signature)

Jacob Horowitz  
(Print or Type Name)

City of Plantation

Attest:

  
\_\_\_\_\_  
~~April Beggerow, City Clerk~~  
Elsa Thompson, Asst. City Clerk

By:   
\_\_\_\_\_  
Nick Sortal, Mayor

7<sup>th</sup> day of June, 2023

Approved As To Form:

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

Name: Larry L. Errol

Title: City Attorney



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:  
BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by  
and through its Mayor or Vice-Mayor, authorized to execute same by Board action  
on the 23 day of May 2023, and the Municipal Parties, signing by and through their  
authorized signers.

MUNICIPALITY

ATTEST:

  
\_\_\_\_\_  
VILLAGE CLERK

Village of Sea Ranch Lakes

By:   
\_\_\_\_\_  
Village MAYOR  
  
\_\_\_\_\_  
Print Name

29 day of June, 2023

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

  
\_\_\_\_\_  
Village Attorney 



**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

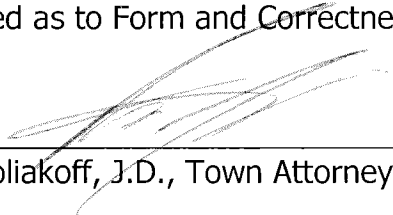
Ranches, Florida, this 10th day of August, 2023.

  
Steve Breitkreuz, Mayor

ATTEST:

  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

  
Keith Poliakoff, J.D., Town Attorney

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: CITY OF SUNRISE, through its Mayor, authorized to execute same on the 23<sup>rd</sup> day of May, 2023


CITY OF SUNRISE

CITY OF SUNRISE

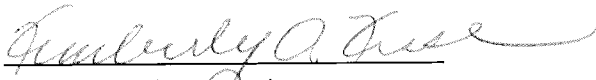
ATTEST:

Felicia M. Bravo  
City Clerk

By   
Mayor Michael J. Ryan  
13 day of June, 2023

Approved as to form for the  
City of Sunrise

By   
Kimberly A. Kisslan  
City Attorney

TAMARAC

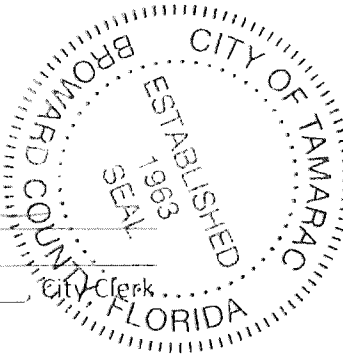
INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS  
PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

PARTICIPATING COMMUNITY

ATTEST:

City of Tamarac

Kimberly D. Dalk  
\_\_\_\_\_  
\_\_\_\_\_, City Clerk



By: Michelle J. Gomez

Michelle J. Gomez, Mayor

21<sup>st</sup> day of July, 2023

Approved as to form and legality:

By: [Signature]

City Attorney

17<sup>th</sup> day of July, 2023

By: [Signature]

By: Levent Sucuoglu

Levent Sucuoglu City Manager

19 day of July, 2023

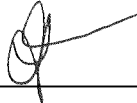
**MUNICIPALITY**

**ATTEST:**



Alexandra Grant, City Clerk

**CITY OF WEST PARK**

By: 

Felicia M. Brunson, Mayor

27 day of OCTOBER, 2023

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




Burnadette Norris-Weeks, City Attorney


WEST PARK

MUNICIPALITY

ATTEST:

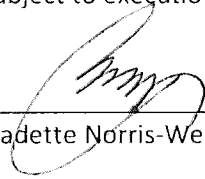
  
\_\_\_\_\_  
Alexandra Grant, City Clerk

CITY OF WEST PARK

By:   
\_\_\_\_\_  
Felicia M. Brunson, Mayor  
(RESOLUTION #2023-65)

8 day of AUGUST, 2023

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

  
\_\_\_\_\_  
Burnadette Norris-Weeks, City Attorney

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 5<sup>th</sup> day of June 2023.

CITY OF WESTON, through its City  
Commission

By: Margaret Brown  
Margaret Brown, Mayor

21<sup>st</sup> day of August, 2023

Patricia A. Bates  
Patricia A. Bates, MMC, City Clerk

By: Donald P. Decker  
Donald P. Decker, City Manager/CEO

21<sup>st</sup> day of August, 2023

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

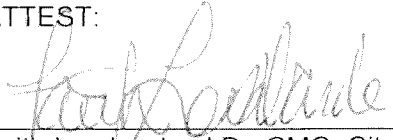
By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney  
21<sup>st</sup> day of August, 2023

(CITY SEAL)

WILTON MANORS

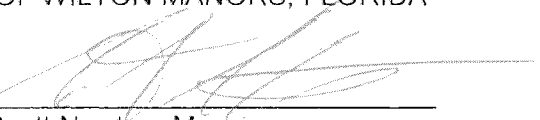
Municipal Party

ATTEST:

  
\_\_\_\_\_  
Faith Lombardo, J.D., CMC, City Clerk

CITY OF WILTON MANORS, FLORIDA

BY:

  
\_\_\_\_\_  
Scott Newton, Mayor

Approved as to form:

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

# EXHIBIT E



Resilient Environment Department

**URBAN PLANNING DIVISION**

1 N. University Drive, Box 102 | Plantation, FL 33324 | 954-357-6634 | Fax 954-357-6521

## **Local Planning Agency**

February 12, 2025

2:00pm

Government Center West – 2<sup>nd</sup> Floor Hearing Room

1 North University Drive

Plantation, FL, 33324

### **Agenda:**

#### **1. Call to Order**

#### **2. Approval of Minutes:**

- Exhibit 1: August 14, 2024

#### **3. 25-Z1: Miscellaneous Updates**

- Exhibit 1: Staff Report
- Exhibit 2: Attachments

#### **4. Public Comments: Non-agenda Items**

#### **5. Adjourn**

At the public hearing, any person shall be entitled to be heard regarding the subject of the public hearing.

If you require any auxiliary aids or services for communication, please call (954) 357-6634 so that arrangements can be made. The telephone device for the deaf (TDD) number is (954) 831-3940. Please request accommodations at least three (3) days in advance.

Please be advised that any person who decides to appeal any decision made by the LPA with respect to any matter considered at the public hearing will need a recording of the proceedings, and that for such purpose, will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice and advice that a record is required to appeal any decision is made pursuant to Section 286.0105, Florida Statutes.

Broward County Board of County Commissioners

Mark D. Bogen • Alexandra P. Davis • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Michael Udine

Broward.org



## **Local Planning Agency Minutes: 8/14/24**



**Resilient Environment Department Local Planning Agency  
Public Hearing Summary Minutes (Draft)**

Government Center West – 2<sup>nd</sup> Floor Hearing Room

1 North University Drive, Plantation, FL 33324

August 14, 2024

**Attendance**

Board Members Present

- a. Cyril Saiphoo, AICP, Chair
- b. Angela Chin
- c. Amede Dimonnay
- d. Michael Huneke
- e. Lisa Wight

Board Members Absent

- a. Glennika Gordon

County Staff Present

Urban Planning Division

- a. Josie Sesodia, AICP, Director
- b. Heather Cunniff, AICP, Planning Section Supervisor
- c. Darby Delsalle, AICP, Assistant Director
- d. Andy Joseph, Planner
- e. Hipolito Cruz

County Attorney's Office

- a. Alexis Marrero-Koratich, Assistant County Attorney

Other present

- a. Michael Sheer, Applicant
- b. Eric Powers, City of Deerfield Beach
- c. Scott Stoudemire, City of Coconut Creek

**Agenda**

**1. Call to Order**

Cyril Saiphoo, Chair, called the Local Planning Agency (LPA) meeting to order at 2:00 pm. He stated that the meeting is open to the public, notice of the meeting was published in the Sun-Sentinel, and a copy of the notice is on file with the Urban Planning Division. Attendees were advised that the meeting is being recorded. The LPA members introduced themselves.

**2. Approval of Minutes: June 12, 2024**

*Upon a motion made by Lisa Wight, seconded by Angela Chin, the June 12, 2024 Local Planning Agency minutes were unanimously approved.*

### **3. 24-Z1: 2360 NW 6<sup>th</sup> Street**

Mr. Saiphoo introduced the item and requested a staff presentation. Heather Cunniff introduced herself. She stated the rezoning changes the zoning district of an approximately .23-acre site from RS-6: One-Family Detached district to GP-1: Garden Park Neighborhood District. The site is located at 2360 NW 6<sup>th</sup> Street in the Franklin Park neighborhood of the Central County community. The applicant proposes 15 dwelling units. Three dwelling units are currently allowed. Twelve flex units are requested.

Ms. Cunniff entered the Staff Report into the record and stated that it includes full background and details. Ms. Cunniff stated the rezoning allows new multi-family housing to serve Broward County's growing population. She stated that eleven factors must be considered when reviewing a rezoning request. These are addressed throughout the Staff Report and shown in italics.

The site has a future land use designation of Low-Medium (10) Residential on the Broward County Comprehensive Plan's Broward Municipal Services District Future Land Use Map. The rezoning is consistent with the general uses set forth in the Low-Medium (10) Residential future land use designation, as well the goals, objectives, and policies of the Broward County Comprehensive Plan. Applicable goals, objectives, and policies are referenced throughout the staff report and comments from the various review agencies.

The County's archaeological consultant determined that the subject property is located within the designated North Bank New River Archaeological Zone. The proposed project will have an adverse effect on previously recorded resource(s). A Certificate to Dig is required from the County Historic Preservation Officer prior to any development.

The proposed rezoning is adjacent to the City of Fort Lauderdale. On December 29, 2023, the City was requested to provide comments. Comments were not received.

Infrastructure capacity is expected to be available to serve the rezoning site.

The proposed rezoning allows a circumstance in which land uses or conditions can co-exist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted either directly or indirectly by another use or condition.

The Urban Planning Division recommends that the Local Planning Agency find the proposed rezoning consistent with the Broward County Comprehensive Plan.

Mr. Saiphoo recognized Michael Sheer to speak on behalf of the applicant. Mr. Sheer gave a brief Powerpoint presentation. He noted the current zoning permits one single-family house. He stated the rezoning will allow a new, modern fifteen-unit apartment

building. The new project will be compatible with other new existing and planned projects along the Sistrunk corridor. Mr. Sheer shared a slide of various other residential, mixed use, and commercial projects that include:

- 909 Sistrunk Boulevard,
- Wright Dynasty,
- Mount Hermon Apartment,
- B&D Trap Restaurant,
- Sistrunk Marketplace,
- Sistrunk Station,
- Donna's Caribbean,
- The Adderly, and
- The Aldridge.

Mr. Sheer noted new existing and planned projects do not include single-family homes. He further noted that the portion of the Sistrunk corridor to the east of the proposed rezoning site, located in the City of Fort Lauderdale, is zoned NWRAC-MUw: Northwest Regional Activity Center Mixed Use west. Mr. Sheer presented a slide that shows examples of multi-family apartment buildings that are similar to what they plan to develop.

Mr. Sheer referenced an article that was published in the Sun-Sentinel on January 24, 2022 that states only one percent (1%) of land in Broward County is vacant and zoned for residential use. Mr. Sheer also stated the rezoning is consistent with Broward County Land Use Plan policies 2.20.2, 2.20.7, 2.20.11, and 2.20.12, as well as the Northwest Regional Activity Center Master Plan. The rezoning site is served by four Broward County Transit routes, Reverend Samuel Delevoe Memorial Park, and the African-American Research Library. Mr. Sheer concluded his presentation by noting that the GP-1 zoning district is specifically intended to accommodate multi-family residential projects similar to what the applicant proposes.

Mr. Saiphoo opened the meeting for public comment. Hearing none, Mr. Saiphoo requested comments and questions from the LPA members. Mr. Saiphoo asked if the applicant was still working with the City of Fort Lauderdale to incorporate the adjacent lot to the east into their project. Mr. Sheer stated that they sold the lot. Ms. Chin asked if the housing would be affordable or market rate. Mr. Sheer responded that the housing would be market rate, but that market rate in the community is affordable. Mr. Saiphoo inquired if the units would be owned or rented by the occupants. Mr. Sheer responded that they will be rental units.

*Upon a motion made by Lisa Wight, seconded by Angela Chin, and unanimously approved, the Local Planning Agency accepted public comments and approved the staff recommendation.*

#### **4. 24-Z5: Landfill Height**

Mr. Saiphoo introduced the item and requested a staff presentation. Ms. Cunniff noted that on June 18, 2024, the Board of County Commissioners directed the Office of the

County Attorney to draft an Ordinance amending the Zoning Code to increase the permitted height of landfills in an Agricultural-Disposal District (A-6) up to three hundred twenty-five (325) feet.

The amendment does not automatically increase the height of any existing landfill. It creates the potential for future approval of site plans and licenses up to 325 feet. Two (2) landfill sites have A-6 Zoning. These include the Monarch Hill Landfill, located at 2500 Wiles Road, and the Broward County Landfill, located at 7101 SW 205<sup>th</sup> Avenue. The locations are shown on page two of the Staff Report.

Section 39-24 of the Broward County Zoning Code, provides for the Board to amend zoning regulations “whenever the public necessity, convenience, general welfare, or good planning and zoning practice requires.” Broward County has limited land resources to accommodate the solid waste disposal needs generated by continued population growth. The proposed height increase allows future increases in capacity at the two (2) landfills to accommodate future disposal of solid waste. Height increases are subject to site plan approval and licensing.

Ms. Cuniff stated that the proposed zoning code amendment is consistent with various goals, objectives, and policies of the Broward County Comprehensive Plan including those that address the following:

- Availability and capacity of public facilities and services to meet development needs, including solid waste facilities,
- Potential expansion of the Monarch Hill Landfill,
- Cooperation with municipal partners to provide for safe and efficient disposal of solid waste,
- Minimization of the impacts from new or expanded landfills on adjacent existing and adopted future land uses.
- Coordinating with local governments and contracted solid waste removal and disposal providers to ensure a safe, efficient, and comprehensive waste management system.

Ms. Cuniff noted that Chapter 163.3180, Florida Statutes provides for concurrency of solid waste facilities, meaning that solid waste facilities must be in place at the time development occurs. Broward County is nearly built-out, but the population continues to grow, primarily through urban infill and redevelopment. Large properties are not available to site new landfills.

Broward County is obligated by state statute to ensure the adequacy of solid waste facilities. Increasing the maximum height allowed for landfills would enable existing landfills to potentially increase their capacity to process and dispose of future volumes of solid waste.

Additional material was submitted by the City of Deerfield Beach and the City of Coconut Creek opposing the height increase.

The Urban Planning Division recommends that the Local Planning Agency find the proposed zoning code amendment consistent with the Broward County Comprehensive Plan.

Mr. Saiphoo clarified that the zoning code amendment is being brought forth by County staff, not Waste Management, and requested public comments.

Eric Power, Director of Planning and Development Services for the City of Deerfield Beach spoke against the proposed amendment. The amendment will allow the Monarch Hill Landfill to be the tallest in the State of Florida; there is zero precedent for the impacts the height will have typical land use and environmental concerns. Mr. Power noted that a Google search shows that the Statue of Liberty, the Brooklyn Bridge, and the tallest rollercoaster at Universal Studios in Orlando are all less than 325 feet in height. There are not structures similar in height within the vicinity.

Allowing the 325 feet by right takes away the County's ability to remediate the impact the landfill has on surrounding communities. The Staff Report does not provide justification of need to allow height by right, did not provide an analysis of landfills in other counties or municipalities, and did not consider amendments to other code sections to increase landscaping or setbacks to accommodate the consequences of the increased height. The amendment is not consistent with the Comprehensive Plan's Intergovernmental Coordination Element Policy 2.2 because the City of Deerfield Beach was not contacted by the County regarding the amendment. Mr. Power concluded by stating that the height increase should not be considered until the Solid Waste Authority has completed its master plan and the Comprehensive Plan's Solid Waste Element has been updated.

Scott Stoudemire, Deputy City Manager for the City of Coconut spoke against the amendment. County staff did not give any consideration to additional requirements associated with the proposed height increase. At a minimum, the City believes the following should be considered:

- Waste should be limited to waste generated in Broward County.
- Construction and demolition debris should be processed through a licensed demolition resource recovery plant before being accepted for disposal.
- No source separated yard waste should be accepted for disposal, including disaster debris.
- Prior to expansion of any landfill, nonconforming sections or cells should be brought into full compliance with any applicable state or federal environmental requirements.
- Proposed amendment lacks comprehensive evaluation of related zoning criteria and lacks consideration of setbacks, landscape buffers, maintenance, and odor control.

- Proposed amendment is inconsistent with the Broward Next Broward County Comprehensive Plan and Broward County Land Use Plan, as outlined in the letter submitted by the City.
- Proposed amendments should not be considered until the Broward County Comprehensive Plan's Solid Waste Element is updated.
- No changes to any landfill in Broward County should be made until the Solid Waste Authority develops its Regional Solid Waste and Recycling Master Plan.

Mr. Saiphoo requested comments or questions from the Local Planning Agency members. Ms. Chin asked about the timeframe to update the Regional Solid Waste and Recycling Master Plan. Ms. Sesodia responded that the plan is under contract with the Solid Waste Authority and staff does not have a timeframe. Ms. Chin asked about the contingency plan for when the two landfills reach their permitted height. Ms. Sesodia replied that it is beyond the scope of this zoning code amendment. Ms. Carrano asked about what processes would be required to increase landfill height. Ms. Cuniff stated there are licensing, permitting, and site plan processes. Ms. Carrano inquired about future reuse of the site. Ms. Cuniff stated the any future reuse of the site would be considered at the time of closure. There is a long and involved process that any landfill must go through to complete the closure process. It is too early to speculate about any potential reuse. Ms. Carrano asked about responding to the issues raised about the amendment today. Ms. Cuniff stated that the Board of County Commissioners will hold a public hearing. The purpose of the Local Planning Agency is to consider consistency with the Broward County Comprehensive Plan. Jo Sesodia stated that a lot of the issues raised can be addressed through the comprehensive plan, site plan review, separate agreement, or licensing, but are not appropriate to be addressed by the zoning code. Cyril Saiphoo asked Mr. Power to reiterate inconsistencies with the comprehensive plan. Mr. Power replied that Solid Waste Element Policy 2.11.8, which states "landfills and resource recovery facilities shall be planned to minimize impacts on adjacent and existing or planned land uses" is not listed in the staff report. Raising the height has an impact on adjacent existing and planned land uses. Mr. Power noted that the item is being brought forth at the request of a County Commissioner, not staff. Intergovernmental Coordination Element Policy 8.2 states that Broward County will coordinate with local governments, but the City was never contacted. Mr. Power noted capacity exists at the Broward County Landfill which is only 125 feet in height.

Scott Stoudemire noted that certain policies of the Climate Change Element, including CC1.3, CC1.4, CC2.16, CC2.4.8, CC2.5.3, CC2.5.4 are inconsistent with the proposed zoning code amendment. The height is being tripled and other criteria associated with the zoning district are not being strengthened. The City is working to develop criteria that would be appropriate. It is premature to move forward with the proposed zoning code amendment.

Mr. Saiphoo agreed there are some legitimate concerns with other regulations, such as setback requirements and consistency with the Broward County Comprehensive Plan. He asked if the amendment could be tabled to address the concerns. Ms. Sesodia stated that the zoning code amendment is intended to be presented to the Board of County Commissioners, along with a related future land use map amendment, in the near future. She respectfully requested that Local Planning Agency decide on the item today.

Ms. Wight asked if there would be an opportunity to address issues raised by the cities of Coconut Creek and Deerfield Beach. Ms. Cuniff responded that the Board of County Commissioners will hold public hearings and the issues may be addressed at that time; she further noted that the purpose of the LPA is to make a finding regarding consistency with the comprehensive plan. Ms. Sesodia stated that the issues raised are more appropriately addressed through the comprehensive plan, site plan, licensing, and permitting processes. Ms. Wight inquired about plans to reuse the site after the landfill is closed. Ms. Cuniff explained that landfill closure is a lengthy process and it is too early to speculate about reuse.

Mr. Saiphoo asked Mr. Power to reiterate the issues raised by the City of Deerfield Beach in the letter. He stated the amendment is inconsistent with Comprehensive Plan Policy 2.11.8 and BMSD Policy 1.2.2, ICE 8.2. He further noted that capacity does exist at the Broward County Landfill. Mr. Stoudemire stated the amendment is inconsistent with the Comprehensive Plan's Climate Change Element Policies 1.3, 1.4, 2.16, 4.8, 5.3, and 5.4. He further stated it is premature to move the amendment forward.

Mr. Saiphoo stated that legitimate concerns have been raised about the height increase and other requirements should be considered that lessen the impact. Mr. Saiphoo asked if the item could be tabled to a future meeting. Ms. Sesodia stated that the item is intended to be considered by the Board of County Commissioners in conjunction with several other related items and requested the LPA to act on the item.

*Upon a motion by Mr. Saiphoo, seconded by Michael Huneke and unanimously approved, the Local Planning Agency did not accept the staff's recommendation and did not find the zoning code amendment consistent with the Broward County Comprehensive Plan.*

**5. Public Comments: Non-Agenda Items**  
None.

**6. Adjourn**



*Upon a motion made by Ms. Chin, seconded by Ms. Wight, and unanimously approved, the meeting adjourned at 2:44pm.*

Resilient Environment Department, Urban Planning Division

## STAFF REPORT

### Amendment 25-Z1: Miscellaneous Updates

#### I. Item Summary

**A. Applicant/Agent:** Board of County Commissioners

**B. Commission Districts Affected:** 1, 2, 3, 5, 6, 7, 8, 9

**C. Proposed Modifications (Exhibit 2):** Broward County Code of Ordinances, Chapter 39.-Zoning

#### Article II.-Definitions:

- Adds the following definitions:
  - Assisted Living Facility,
  - Community Residential Home
  - Community Residential One-Family Dwelling;
- Revises the following definitions:
  - Dwelling, One-Family,
  - Dwelling, Two-family, also Duplex.
- Deletes the following definitions:
  - Community Residential Home
  - Convalescent Home,
  - Dwelling Unit, Adult Congregate Living Facility,
  - Public or Private Facility.

#### Article III.-Administrative and Legal Provisions

- Section 39-11.-Zoning district maps:
  - Provides for digital zoning maps.

#### Article V.-Variances, Administrative Decisions and Determinations, and Appeals

- Section 39-47.-Administrative adjustment procedure:
  - Retitles the section to reflect that the requirements address administrative adjustment procedures related to landscaping requirements;
- Section 39-48.-Administrative Setback Waiver:
  - Adds new section to provide for the Director to waive any setback distance by up to ten percent (10%), but not to exceed one (1) foot.
- Section 39-49.-Zoning Verification Letters:
  - Adds new section that codifies the process used by the zoning official to issue zoning verification letters and charge the applicable fee.

#### Article VII.-Nonconforming Uses and Structure

- Section 39-74.-Nonconformity other than use:
  - Renames Section 39-74 to "Nonconforming structures and sites."
  - Section 39-74(b) *Nonconforming plots*: Adds an entitlement for one (1) duplex with two (2) dwelling units on nonconforming plots within the Duplex and Attached One-Family Dwelling and Multifamily Dwelling Districts. These include the RD-4 through RD-10 and RM-5 through RM-25 zoning districts.

#### Article XIV. - Agricultural Estate A-1 and General Agricultural A-2 Districts

- Section 39-249. Uses permitted:
  - Replaces the Community residential facilities permitted use with the Community residential one-family dwelling use,
  - Adds a reference to new Article XLI.-Community Residential Homes and Assisted Living Facilities.

Article XV. – Rural and Estate Districts

- Section 39-263. Uses permitted:
  - Replaces Community residential facilities permitted use with the Community residential one-family dwelling use,
  - Adds a reference to new Article XLI.-Community Residential Homes and Assisted Living Facilities.

Article XVI. – Residential Zoning Districts

- Section 39-277. Residential zoning districts:
  - References Multifamily dwelling districts instead of Multiple-family dwelling districts.
- Section 39-278. Density:
  - Adds Section 39-278(d) to provide an entitlement of one (1) duplex with two (2) dwelling units on all lots of record as of September 24, 2020 within the RD-4 through RD-10 and RM-5 through RM-25 zoning districts,
  - Requires all building and structures to comply with floor area, height, setbacks, and other minimum housing standards.
- Section 39-279. Uses permitted:
  - Adds Assisted living facility to the table of Residential uses and permits them in the RM-17 to 25 zoning districts,
  - Replaces the Community residential facility with adult day care permitted as an accessory use with the Community residential homes with adult day care permitted use and adds a reference to new Article XLI.-Community Residential Homes and Assisted Living Facilities.
  - Adds the Community residential one-family dwelling use, adds a reference to new Article XLI.-Community Residential Homes and Assisted Living Facilities, and permits such uses in all residential zoning districts,
  - Deletes the Nursing home, convalescent or rehabilitation home use from all Residential zoning districts.

Article XVII. – Commercial Zoning Districts

- Section 39-295. Permitted uses:
  - Adds Assisted living facility to the table of Commercial uses, permits them in the B-3 and B-4 zoning districts, and adds a reference to new Article XLI.-Community Residential Homes and Assisted Living Facilities.

Article XXII. - Community Facilities Districts

- Section 39-363. Permitted uses:
  - Adds Assisted living facility to the table of Community Facilities uses, permits them in the CF zoning district, and adds a reference to new Article XLI.-Community Residential Homes and Assisted Living Facilities,
  - Replaces the Community residential facilities use with the Community residential home use and adds a reference to new Article XLI.-Community Residential Homes and Assisted Living Facilities,
  - Adds Community residential one-family dwelling to the table of Community Facilities uses, permits them in the I-1 and CF zoning districts, and adds a

reference to new Article XLI.-Community Residential Homes and Assisted Living Facilities,

- Deletes Nursing home use.
- Section 39-368. Limitations of uses:
  - Deletes Section 39-368(f) that addresses density calculations for Community Residential Facilities and Nursing Home uses.

Article XXVI.-Site Plan Procedures and Requirements

- Section 39-411.-Site plan review:
  - Amends Section 39-411(d) to clarify that Conceptual Plan Review is provided as a courtesy,
  - Amends Section 39-411(d)(1)a. to state that Courtesy Conceptual Review Plan plans are not routed for agency review and comment,
  - Clarifies that an application must be submitted with any site plan submitted for review.
- Section 39-412. Courtesy conceptual site plan meeting:
  - Amends Section 39-412(a) to provide for the Director to require an applicant to request a Courtesy Conceptual Plan Review meeting rather than file an application for Conceptual Plan Review,
  - Updates references to Conceptual Plan Review to Courtesy Conceptual Plan Review,
  - Deletes requirement to route Conceptual Plans,
  - Allows an applicant to request a Courtesy Conceptual Plan Review prior to requesting a preapplication meeting.
- Section 39-413. Site plan review procedures:
  - Requires the applicant to post sign notice of a proposed site plan on the property within 21 days after issuance of a Notice of Complete Application,
  - Provides for site plan application processing to cease and the application to be deemed withdrawn if the applicant does not submit an affidavit that the required sign has been posted within the 21-day sign posting period,
  - Provides for posted signs to be removed seven (7) days after agency approvals or seven (7) days after final disposition of the application by the County Commission.
  - Reduces the timeframe for review agencies to submit comments to the Urban Planning Division from 28 days to 21 days,
  - Reduces the timeframe for an applicant to respond to any noncompliance items included in the review agency comments from 60 days to 45 days,
  - Allows new site plan submittals at any time after a final order of denial has been issued.
  - Reduces the time frame for a site plan to be issued a final order from 180 days to 120 days after an application is deemed complete. The timeframe for issuance of the final order extends to 180 days if the Commission holds a quasi-judicial public hearing,
  - Provides for an applicant to request one (1) extension of the review period between 30 days and 180 days, provided the applicant agrees to waive the timeframes set forth in Section 125.022, Florida Statutes,
  - Allows the Director to place an application for review by the County Commission on the quasi-judicial agenda within 180 days after the application is deemed complete in the following circumstances:

- When the Director believes there is a substantive question regarding interpretation of Article XXVI.-Site Plan Procedures and Requirements as it applies to the application.
- If the application generates significant public interest.
- Provides for an approved site plan to expire if a building permit is not issued within eighteen (18) months.
- Allows the Urban Planning Division Director to grant up to two (2) extensions for six (6) months each if the applicant shows progress toward securing building permits or renewing expired building permits.
- Provides that site plan applications that are substantially similar to a prior denied shall not be submitted less than one hundred eighty (180) days after the final order denial and shall require a new public participation plan.

Article XXXIX.-Central County Community Overlay District

- Repeals Section 39-637.-Adult living facilities in Roosevelt Gardens.

Article XL.- Garden Park Districts

- Section 39-656. Development standards:
  - Adds requirement for buildings greater than thirty-five feet (35') in height or three (3) stories that are contiguous to property zoned Rd-5 to RD-10 or RM-5 to RM-6 to have a step-back beginning on the third (3<sup>rd</sup>) story of at least eight feet (8'),
  - Requires entrances that face an arterial or collector road to be recessed at least five feet (5') from the building line.

Article XLI.- Community Residential Homes and Assisted Living Facilities

- Section 39-674. Purpose:
  - Adds new Article to implement Chapters 419 and 429, Florida Statutes as they relate to Community Residential Homes licensed by the State of Florida.
- Section 39-675. Use Categories:
  - Adds the following use categories:
    - Community Residential One-Family Dwelling: one to six (1-6) residents,
    - Community Residential Home: seven to fourteen (7-14) residents,
    - Assisted Living Facility: fifteen (15) or more residents.
- Section 39-676. Application Required:
  - Requires applications for Community Residential One-Family Dwellings to:
    - Identify the number of residents and locations of all community residential homes within the Broward Municipal Services District.
    - Identify the number of residents and the community support requirements of the program,
  - Requires applications for Community Residential Homes and Assisted Living Facilities to:
    - Identify the number of residents and community support requirements of the program,
    - Contain a statement from the Licensing Entity that indicates the licensing status and how it meets applicable licensing criteria for the safe care and supervision of the residents,
    - Identify all Community Residential Homes and Assisted Living Facilities within the Broward Municipal Services District.
- Section 39-677. Zoning Compliance:
  - Requires Community Residential Homes and Assisted Living Facilities to comply with requirements of the zoning district in which they are located,

- Permits Community Residential One-Family Dwellings with 6 or fewer residents as a one-family dwelling, provided distance separation requirements are met.
- Section 39-678. Permitted Use Categories:
  - Permits Community Residential One Family Dwelling with 1 to 6 residents in the:
    - Agricultural zoning districts (A-1, A-2),
    - Rural and Estate zoning districts (E-1, E-2, Rural Ranches, Rural Estates),
    - Residential zoning districts (RS-2 to RS-6, RD-4 to RD-10, RM-5 to RM-25),
    - Community Facilities zoning districts (I-1).
  - Permits Community Residential Home with 7 to 14 residents in the:
    - Residential zoning districts: (RD-4 to RD-10, RM-5 to RM-25),
    - Community Facilities zoning districts: (I-1).
  - Permits Assisted Living Facilities with 15 or more residents in the:
    - Residential zoning districts (RM-17 to RM-25),
    - Community Facilities zoning districts: (I-1),
    - Commercial zoning districts (B-3, B-4).
- Section 39-679. Density
  - Provides for Community Residential One-Family Dwelling to be considered one dwelling unit,
  - Provides for Community Residential Home with seven to ten (7-10) residents to be counted as two (2) dwelling units,
  - Provides for Community Residential Home with eleven to fourteen (11-14) residents to be counted as three (3) dwelling units,
  - Provides for every bedroom of an Assisted Living Facility to count a half (0.5) dwelling unit.
- Section 39-680. Distance Separation:
  - Requires distance separation between the following facility types as follows:
    - Between two Community Residential One-Family Dwelling (1-6 Residents): 1,000 feet);
    - Between a Community Residential Home (7-14 Residents) and a Community Residential One-Family Dwelling (1-6 Residents): 1,200';
    - Between two Community Residentials Homes (7-14 Residents): 1,200';
    - Between two Assisted Living Facilities (15 or more residents): 1,200'; and,
    - Between a Community Residential Home (7-14 Residents) and an A-1, A-2, E-1, E-2, Rural Ranches, Rural Estates, or RS-2 to RS-6 zoning district: 500'.
- Section 39-681. Permit review:
  - Requires applications for proposed Community Residential Homes and Assisted Living Facilities to be processed by the Urban Planning Division within 60 days or the agency is permitted to establish the home or facility.
  - Requires approval of Community Residential Homes and Assisted Living Facilities applications that meet the following requirements:
    - All applicable zoning requirements;
    - All applicable licensing requirements.
    - Provides that an overconcentration occurs when the locations of Community Residential Homes and Assisted Living Facilities are less than those required by Section 39-680 and that facilities may not be geographically sited in a way that results in overconcentration.

#### **D. Effect of Proposed Change.**

Updates the zoning code regarding community residential homes consistent with state statute, adds definitions, adds an administrative adjustment procedure, provides for digital zoning maps, provides for zoning verification letters, and provides entitlements for residential nonconforming plots.

**E. Comprehensive Plan Consistency.**

Consistent: Broward Municipal Services District Element Policy BMSD 1.1.1. (See Section V. Data and Analysis, Good Planning and Zoning Practice).

**II. Staff Recommendation**

The Urban Planning Division staff recommend the Resilient Environment Department Local Planning Agency (LPA) find the proposed ordinance consistent with the Broward County Comprehensive Plan.

**III. Background.** On August 22, 2024, the Board of County Commissioners directed the Office of the County Attorney to draft an Ordinance (Item 47, Legistar 24-497) to address the following:

- allow digital mapping of zoning districts in lieu of printed maps;
- permit construction consistent with the applicable zoning category on nonconforming plots located within residential zoning districts;
- amend and create various sections to update provisions related to community residential homes and assisted living facilities consistent with state law; and,
- provide for general updating amendments.

**IV. Description of Amendment.**

The proposed amendment updates the zoning code consistent with the Board of County Commissioners direction.

**V. Data and Analysis.**

Zoning, Section 39-24 provides for the Board to amend zoning regulations whenever the public necessity, convenience, general welfare, or good planning and zoning practice requires. It further provides that the Board of shall consider public input and the recommendations of staff in considering any ordinance amending the Zoning Code.

*Staff conducted an analysis in accordance with the requirements of the Broward County Code of Ordinance, Chapter 39-Zoning, Section 39-24 and finds the following:*

***Public Necessity:***

- *Aligns site plan review time frames in keeping with the requirement of Section 125.022, Florida Statutes.*
- *Implements Chapters 419 and 429, Florida Statutes as such relate to Community Residential Homes and Assisted Living Facilities.*

***Convenience:***

- *Provides for digital zoning maps,*
- *Adds an administrative adjustment procedure*

***General Welfare:***

- *Provides for Assisted Living Facilities and Community Residential Homes;*

***Good Planning and Zoning Practice:***

- *Provides for zoning verification letters,*
- *Provides entitlements for residential nonconforming plots.*
- *While the proposed amendment is consistent with state statute, it is not consistent with the Broward County Comprehensive Plan's Broward Municipal Services District Element Policy BMSD 1.1.1 that allows Special Residential Facilities in Residential, Commercial, and Community future land use designations. It also is not consistent with various portions of the Broward County Land Use Plan (BCLUP) that address Special Residential Facilities, including Section 2: Permitted Uses. The provisions in state statute prevail. This inconsistency will be corrected as part of updates to both the BCLUP and BMSD Element.*

**VI. Proposed Ordinance** (see Exhibit 2)



**PROPOSED**

ORDINANCE NO.

1 AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD  
2 COUNTY, FLORIDA, PERTAINING TO THE ZONING CODE; CREATING, REPEALING,  
3 AND AMENDING VARIOUS SECTIONS OF CHAPTER 39 OF THE BROWARD  
4 COUNTY CODE OF ORDINANCES ("CODE"), RELATED TO DIGITAL MAPS,  
5 COMMUNITY RESIDENTIAL HOMES, ASSISTED LIVING FACILITIES,  
6 ADMINISTRATIVE SETBACK WAIVERS, ZONING VERIFICATION LETTERS, AND  
7 GENERAL UPDATING AMENDMENTS; AND PROVIDING FOR SEVERABILITY,  
8 INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

9 (Sponsored by the Board of County Commissioners)  
10

11 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF  
12 BROWARD COUNTY, FLORIDA:

13 Section 1. Section 39-4 of the Broward County Code of Ordinances is hereby  
14 amended to read as follows:

15 **Sec. 39-4. Definitions.**

16 . . .

17 *Articulation:* The composition of building elements, shape, mass, and form that  
18 modulate the rhythm of a façade, thereby improving the overall composition and aesthetic  
19 quality of the building. The following articulations are permitted but shall not fulfill the  
20 requirement for architectural treatment: the application of paint and faux treatments;

scoring; construction joints; or material projections less than four (4) inches in height, width, or depth.

*Assisted Living Facility:* Any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, regardless of whether operated for profit, that through its ownership or management provides housing, meals, and one (1) or more personal services for a period exceeding twenty-four (24) hours to fifteen (15) or more adults who are not relatives of the owner or administrator. Facilities with a licensed capacity of fewer than fifteen (15) adults who are not relatives of the owner or administrator shall be considered a Community Residential Home, as defined below.

...

~~*Community Residential Facility Home:* A residential building or buildings designed or altered to provide housing, food service, and personal services to persons unrelated to the owner or manager of the facility, and which is licensed by the State of Florida or other government agency for such purposes~~ Shall have the same meaning as a "community residential home" defined in Section 419.001, Florida Statutes, as may be amended.

*Community Residential One-Family Dwelling:* A detached dwelling unit licensed to serve six (6) or fewer unrelated residents and that otherwise meets the definition of a Community Residential Home. A Community Residential One-Family Dwelling shall be deemed a one-family dwelling unit and a noncommercial, residential use for the purposes of local laws and ordinances.

...

44 ~~Convalescent Home: An institution for the care of persons recovering physical or~~  
45 ~~mental health and strength after sickness or debility.~~

46 . . .

47 ~~Dwelling, One-Family:~~ A building with one (1) or more rooms providing complete  
48 living facilities for one (1) family, including equipment for cooking or provisions for  
49 cooking, and including a room or rooms for living, sleeping, and eating, and having all  
50 areas within the building accessible from the interior of the building. One-family dwellings  
51 shall not include group community residential homes, ~~adult-congregate assisted~~ living  
52 facilities, rooming or boarding houses, or dormitory, fraternity, or sorority buildings or  
53 facilities.

54 ~~Dwelling, tTwo-fFamily, also dDuplex:~~ A building containing two (2) one-family  
55 dwellings within a single building. Two-family dwellings shall not include group homes;  
56 ~~adult-congregate assisted~~ living facilities; rooming or boarding houses; or dormitory,  
57 fraternity, or sorority buildings.

58 . . .

59 ~~Dwelling Unit, Adult Congregate Living Facility:~~ One room or connected rooms,  
60 with kitchen and bathroom facilities, which have access from a common area and  
61 constitute a separate independent housekeeping establishment.

62 . . .

63 ~~Public or Private Facility:~~ Means 1 or more dwelling units in a single structure on a  
64 single lot or parcel of record, regularly occupied by no more than 16 related or unrelated  
65 minors or adult persons and operated by public service agency or private care agency in

66 ~~accordance with section 39-185 of this code. This definition shall not include adult~~  
67 ~~congregate living facilities.~~

68 . . .

69 Section 2. Section 39-11 of the Broward County Code of Ordinances is hereby  
70 amended to read as follows:

71 **Sec. 39-11. Zoning district maps.**

72 (a) The areas assigned to these districts, the designations of same, and the  
73 boundaries of said districts shown upon the digital zoning maps hereto attached that are  
74 available online from the Urban Planning Division and made a part of this code are hereby  
75 established, said digital zoning maps and the proper notations, references, and other  
76 information shown thereon shall be as much a part of this code as if the matters and  
77 information set forth by said digital zoning maps were fully described herein.

78 . . .

79 Section 3. Section 39-47 of the Broward County Code of Ordinances is hereby  
80 amended to read as follows:

81 **Sec. 39-47. Administrative adjustment procedure; landscaping.**

82 . . .

83 Section 4. Section 39-48 of the Broward County Code of Ordinances is hereby  
84 created to read as follows:

85 [Underlining omitted]

86 **Sec. 39-48. Administrative setback waiver.**

87 The Director shall have the authority to waive any setback distance by up to  
88 ten percent (10%), but not to exceed one (1) foot.

Section 5. Section 39-49 of the Broward County Code of Ordinances is hereby created to read as follows:

[Underlining omitted]

**Sec. 39-49. Zoning verification letters.**

Upon written request and payment of the applicable fee, the zoning official shall provide a formal zoning verification letter to (i) confirm applicable zoning regulations and permitted uses and (ii) indicate whether a property is in compliance with the current zoning district.

Section 6. Section 39-74 of the Broward County Code of Ordinances is hereby amended to read as follows:

**Sec. 39-74. ~~Nonconformity other than use~~ Nonconforming structures and sites.**

. . .

(b) *Nonconforming plots.* Nonconforming plots shall mean plots that have insufficient size or area for a current, legally existing use. Nonconforming plots located within residential zoning districts that are included in plats approved by the Broward County Board of County Commissioners and recorded in the ~~public~~ Official ~~Records~~ of Broward County shall be entitled to construct a minimum of one (1) dwelling unit; and such nonconforming plots located within Duplex and Attached One-Family Dwelling Districts (RD-4 through RD-10) and Multifamily Dwelling Districts (RM-5 through RM-25) shall be entitled to construct a minimum of one (1) duplex with two (2) dwelling units.

Section 7. Section 39-249 of the Broward County Code of Ordinances is hereby amended to read as follows:

**Sec. 39-249. Uses permitted.**

112	...				
112a	Permitted Uses			A-1	A-2
112b	...			...	...
112c	Community residential facilities <u>one-family dwelling (see Article XLI)</u>			P	P
112d	...			...	...
113	...				
114	Section 8. Section 39-263 of the Broward County Code of Ordinances is hereby				
115	amended to read as follows:				
116	<b>Sec. 39-263. Uses permitted.</b>				
117	...				
117a	Permitted Uses	E-1	E-2	Rural Estate	Rural Ranches
117b	...	...	...	...	...
117c	Community residential facilities <u>one-family dwelling (see Article XLI)</u>	P	P	P	P
117d	...	...	...	...	...
118	...				
119	Section 9. Section 39-277 of the Broward County Code of Ordinances is hereby				
120	amended to read as follows:				
121	<b>Sec. 39-277. Residential zoning districts.</b>				
122	The following shall constitute residential zoning districts for the purposes of this				
123	Code:				

Coding: Words ~~stricken~~ are deletions from existing text. Words underlined are additions to existing text.

124	District	Title
125	...	
126	RM-5 through RM-25	<del>Multiple</del> -family dwelling districts
127	Section 10. Section 39-278 of the Broward County Code of Ordinances is hereby	
128	amended to read as follows:	
129	<b>Sec. 39-278. Density.</b>	
130	...	
131	(c) All legally existing residential lots of record as of September 24, 2020, and	
132	zoned for residential use shall be permitted a minimum of one (1) <del>residential</del> dwelling unit,	
133	regardless of the property's size or permitted density, provided all such buildings and	
134	structures comply with required floor area, height, setback, and other minimum housing	
135	standards.	
136	(d) <u>All legally existing residential lots of record as of September 24, 2020,</u>	
137	<u>zoned Duplex and Attached One-Family Dwelling Districts (RD-4 through RD-10) and</u>	
138	<u>Multifamily Dwelling Districts (RM-5 through RM-25), shall be permitted a minimum of</u>	
139	<u>one (1) duplex with two (2) dwelling units, regardless of the property's size or permitted</u>	
140	<u>density, provided all such buildings and structures comply with floor area, height, and</u>	
141	<u>setback requirements, and all other minimum housing standards.</u>	
142	Section 11. Section 39-279 of the Broward County Code of Ordinances is hereby	
143	amended to read as follows:	
144	<b>Sec. 39-279. Uses permitted.</b>	
145	...	
145a	P = Permitted	NP = Not Permitted C = Conditional Use

Coding: Words ~~stricken~~ are deletions from existing text. Words underlined are additions to existing text.

145b	Use	District			
145c		RS-2 to 6	RD-4 to 10	RM-5 to 16	RM-17 to 25
145d	...	...	...	...	...
145e	2-family dwelling	NP	P	P	P
145f	<u>Assisted living facility</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>P</u>
145g	...	...	...	...	...
145h	Community residential facility <u>home</u> with adult day care permitted as an accessory use ( <u>see</u> <u>Article XLI</u> )	<u>NP</u>	P	P	P
145i	<u>Community residential</u> <u>one-family dwelling</u> ( <u>see (Article XLI)</u> )	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
145j	<del>Nursing home,</del> <del>convalescent or</del> <del>rehabilitation home</del>	<del>NP</del>	<del>NP</del>	<del>NP</del>	<del>P</del>
145k	...	...	...	...	...
146	...				
147	Section 12. Section 39-295 of the Broward County Code of Ordinances is hereby				
148	amended to read as follows:				
149	<b>Sec. 39-295. Permitted uses.</b>				
150	...				

Coding: Words ~~stricken~~ are deletions from existing text. Words underlined are additions to existing text.



151	Master Business List							
151a	P = Permitted	C = Conditional			A = Accessory use only			
151b	Use	B-1	B-2	B-3	B-4	C-1	CR	OP
151c	Accessory dwellings [see <del>Subsection</del> 39-300(a)]	A	A	A	A	A		
151d	Accessory structures [see <del>Subsection</del> 39-300(a)]	A	A	A	A	A		
151e	...	...	...	...	...	...	...	...
151f	Amusement center (video arcade, games) [see <del>Subsection</del> 39- 300(c)]		P	P			A	
151g	Amusement park [see <del>Subsection</del> 39-300(b)]						P	
151h	Appliance store (major)		P	P	P	P		
151i	<u>Assisted Living Facility [see Article XLI]</u>			<u>P</u>	<u>P</u>			
151j	...	...			...		...	...
151k	Automobile, truck, and recreational vehicle accessories; sales and installation [see <del>Subsection</del> 39-300(d)]		P	P	P	P		
151l	...	...	...	...	...	...	...	...

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151m	Automobile repair garage (mechanical) [see Subsection 39-300(e)]			P		P		
151n	Automobile paint and body shop [see Subsection 39-300(e)]					P		
151o	...	...	...	...	...	...	...	...
151p	Billiard center or pool hall [see Subsection 39-300(c)]		P	P			A	
151q	...	...	...	...	...	...	...	...
151r	Boarding or breeding kennel [see Subsection 39-300(f)]			P		P		
151s	Boat building, repair, and dry storage [see Subsection 39-300(g)]					P		
151t	...	...	...	...	...	...	...	...
151u	Bus terminal [see Subsection 39-300(h)]		P	P	P	P		
151v	Cabinet or carpenter shop [see Subsection 39-300(i)]					P		
151w	...	...	...	...	...	...	...	...
151x	Child care center, <del>pre-school</del> <u>preschool</u> , or adult day care [see	P	P	P	P			A

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	<del>Sub</del> section							
	39-300(j)]							
151y	Clothing donation bin [see		P	P		P		
	<del>Sub</del> section 39-300(k)]							
151z	...	...	...	...	...	...	...	...
151aa	Commercial vehicle storage yard					P		
	(nonaccessory) [see							
	<del>Sub</del> section 39-300(l)]							
151bb	Contractor's shops [see					P		
	<del>Sub</del> section 39-300(m)]							
151cc	Convenience store [see	P	P	P	P	P		
	<del>Sub</del> section 39-300(q)]							
151dd	...	...	...	...	...	...	...	...
151ee	Employment agency, day labor			P		P		
	[see <del>Sub</del> section 39-300(n)]							
151ff	Equipment sales and rental					P		
	(construction, industrial,							
	agricultural) [see							
	<del>Sub</del> section 39-300(o)]							
151gg	...	...	...	...	...	...	...	...
151hh	Funeral home, mortuary [see		P	P		P		
	<del>Sub</del> section 39-300(p)]							

Coding: Words ~~stricken~~ are deletions from existing text. Words underlined are additions to existing text.

151ii	...	...	...	...	...	...	...
151jj	Mobile collection center [see Subsection 39-300(s)]	P	P		P		
151kk	Mobile food unit [see Subsection 39-300(t)]		C	C	C	C	C
151ll	...	...	...	...	...	...	...
151mm	Outdoor recreation club [see Subsection 39-300(b)]					P	
151nn	...	...	...	...	...	...	...
151oo	Parts store, vehicles, or boats [see Subsection 39-300(u)]	P	P	P	P		
151pp	Pawnshop [see Subsection 39-300(v)]		P		P		
151qq	...	...	...	...	...	...	...
151rr	Racetrack [see Subsection 39-300(b)]					P	
151ss	...	...	...	...	...	...	...
151tt	Recreational vehicle park, campground [see Subsection 39-300(w)]					P	
151uu	...	...	...	...	...	...	...

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151vv	Restaurant, fast food [see <del>Sub</del> section 39-300(x)]	P	P	P	P	A	A
151ww	...	...	...	...	...	...	...
151xx	School, trade or vocational [see <del>Sub</del> section 39-300(aa)]		P		P		
151yy	...	...	...	...	...	...	...
151zz	Skateboard facility [see <del>Sub</del> sections 39-300(b) and (y)]	P	P			P	
151aaa	Skating rink [see <del>Sub</del> sections 39-300(b) and (y)]	P	P			P	
151bbb	...	...	...	...	...	...	...
151ccc	Swimming pool supplies [see <del>Sub</del> section 39-300(z)]	P	P	P	P		
151ddd	Target range [see <del>Sub</del> section 39-300(b)]				P		
151eee	...	...	...	...	...	...	...
151fff	Veterinary hospital [see <del>Sub</del> section 39-300(bb)]		P	P	P		
151ggg	...	...	...	...	...	...	...
151hhh	Warehouse, self-storage [see <del>Sub</del> section 39-300(cc)]		P		P		

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151iii	Water parks, commercial (water slides, pools, etc.) [see Subsection 39-300(b)]	P					
151jjj	...	...	...	...	...	...	...
152	...						
153	Section 13. Section 39-363 of the Broward County Code of Ordinances is hereby						
154	amended to read as follows:						
155	<b>Sec. 39-363. Permitted uses.</b>						
156	...						
157	<i>Master Use List</i>						
157a	P = Permitted Use	C = Conditional Use		A = Accessory Use Only			
157b	Use	I-1	CF	A-3			
157c	Accessory dwelling [see Subsection 39-368(a)]	A	A				
157d	Agriculture, nonresidential (plant nurseries, crops, other horticultural activities) [see Subsection 39-368(b)]			A			
157e	<u>Assisted Living Facility [see Article XLI]</u>		<u>P</u>				
157f	...	...	...	...			
157g	Cemeteries [see Subsection 39-368(c)]		P				

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157h	Child care center, <del>pre-school</del> <u>preschool</u> , or adult day care, including commercial facilities [see Subsection 39-368(d)]	P	P	
157i	...	...	...	...
157j	Clothing donation bin [see Subsection 39-368(e)]		C	
157k	Community residential <del>facilities</del> <u>home</u> [see <del>Subsection 39-368(f)</del> <u>Article XLI</u> ]	P	P	
157l	<u>Community residential one-family dwelling</u> [see <u>Article XLI</u> ]	P	P	
157m	...	...	...	...
157n	Educational centers [see Subsection 39-368(g)]	P	P	
157o	...	...	...	...
157p	Institutions for the homeless or indigent [see <del>Subsection 39-368(h)</del> ]		P	
157q	Landfills or other solid waste disposal facilities [see <del>Subsection 39-368(i)</del> ]			P
157r	...	...	...	...
157s	<del>Nursing homes</del> [see <del>Subsection 39-368(f)</del> ]		P	
157t	...	...	...	...
157u	Penal institutions [see <del>Subsection 39-368(j)</del> ]		P	

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157v	...	...	...	...
157w	Trash transfer stations [see Subsection 39-368(k)]	P	P	
157x	...	...	...	...
158	...			
159	Section 14. Section 39-368 of the Broward County Code of Ordinances is			
160	hereby amended to read as follows:			
161	<b>Sec. 39-368. Limitations of uses.</b>			
162	...			
163	(f) <del>Community residential facilities and nursing homes.</del> Density for community			
164	<del>residential facilities and nursing homes shall be calculated as two (2) bedrooms equals</del>			
165	<del>one (1) dwelling unit. The Future Unincorporated Area Land Use Element shall determine</del>			
166	<del>the maximum permissible density for such use. If the proposed facility is not within an</del>			
167	<del>area designated residential by the Future Unincorporated Area Land Use Element Map</del>			
168	<del>series, any such proposed facility will be subject to availability and allocation of reserve</del>			
169	<del>units.</del>			
170	(g) <del>Educational centers.</del> Educational centers may have dormitory facilities as			
171	an accessory use.			
172	(h) <u>(g)</u> <del>Institutions for the homeless or indigent.</del> Institutions for the homeless or			
173	indigent shall either be governmentally owned or operated or shall be owned or operated			
174	by a not-for-profit corporation. Such institutions may include shelters for housing, kitchen			
175	and dining facilities, rehabilitative, medical emergency, medical and dental outpatient			
176	facilities, counseling, and administrative offices. Such facilities shall be separated from			

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any ~~residentially-zoned~~ residentially zoned district by a minimum of five hundred (500) feet.

(i) ~~(h)~~ (h) *Landfills or other solid waste disposal facilities.*

...

(i) ~~(i)~~ (i) *Penal institutions.* Penal institutions shall not be located within twenty-five hundred (2,500) feet of another penal institution or school or of any ~~residentially-zoned~~ residentially zoned district. The minimum plot size for any such facility shall be twenty (20) acres.

(j) ~~(k)~~ (j) *Trash transfer stations.* Trash transfer stations shall be governmentally owned or operated or shall be operated on a contractual basis with a local government. Such facilities shall not be located within five hundred (500) feet of any ~~residentially-zoned~~ residentially zoned district, except agricultural districts, and shall require a minimum plot size of ten (10) acres.

Section 15. Section 39-411 of the Broward County Code of Ordinances is hereby amended to read as follows:

**Sec. 39-411. Site plan review.**

...

(d) *Submittals.* Courtesy Conceptual Plan Review and Site Plan Application.

(1) *Submitted Plans.*

a. ~~Submittals for a~~ Courtesy Conceptual Plan Review. Courtesy Conceptual Site Plan Review meetings are recommended ~~and~~. Plans do not need to be submitted in advance of meeting; however,

any plans submitted will not be routed for agency review and  
comment.

b. ~~Submittals for a site plan application~~ Site Plan Application.

Applications for Site Plan Review are required at the time of  
application submittal. Unless submitted electronically, applications  
shall include drawings, the overall size of which shall be 24" x 36",  
drawn at a scale not less than 1" = 50'.

(2) Table of Submission Requirements ~~are~~ is as follows:

Requirements	Conceptual <del>Site</del> Plan	Site Plan Application <u>Review</u>
--------------	---------------------------------	--

...	...	...
-----	-----	-----

Section 16. Section 39-412 of the Broward County Code of Ordinances is hereby  
amended to read as follows:

**Sec. 39-412. Courtesy conceptual ~~site~~ plan meeting.**

(a) Depending on the location, design, size, impact, or other factor of a  
proposed development, the Urban Planning Division Director may require an applicant to  
~~file an application for~~ request a Courtesy Conceptual Plan Review meeting of the site plan  
prior to filing a ~~s~~Site p~~Plan a~~Application. The Courtesy Conceptual Plan Review is not a  
replacement for the full ~~s~~Site p~~Plan a~~Application review procedure and does not qualify  
as a preapplication meeting.

(1) Review for completeness of a Courtesy Conceptual Plan Review application shall not be required as the review is merely conceptual.

However, insufficient information may result in additional requests.

~~(2) When applicable, the Director shall forward the application for Conceptual Review consistent with Section 39-413(a)(3).~~

~~(3)~~ The Urban Planning Division shall schedule a meeting with the applicant and the selected review agencies to discuss the conceptual site plans.

~~(4)~~ (3) When not required, an applicant has the option to ~~file an application for~~ request a Courtesy Conceptual Plan Review of the site plan prior to requesting a preapplication consultation.

(b) No formal comments, interpretation of the Ccode, or order shall be issued in conjunction with a Courtesy Conceptual Plan Review application.

Section 17. Section 39-413 of the Broward County Code of Ordinances is hereby amended to read as follows:

**Sec. 39-413. Site plan review procedures.**

(a) *Application Procedure.* The following procedures shall govern the review of applications:

. . .

(5) *Posted Notice.* Notice of submittal of a site plan application must be provided by the applicant by posting, in accordance with this section. Within twenty-one (21) days after the issuance of a Notice of Complete Application consistent with Section 39-413(a)(2), ~~The applicant must~~ shall securely post the sign(s) on the property in a visible location on each street frontage

and shall submit to the Urban Planning Division an affidavit, including date-stamped photographic proof, of posting of the sign(s) in accordance with this section. If the applicant fails to submit the affidavit within the required timeframe, processing of the application shall cease ~~and any required action by the Director shall be postponed until such affidavit is received~~, the application shall be deemed withdrawn, and no further action will be taken. The following requirements must be followed by the applicant for signage posting:

**Public Notification Signage Posting for Site Plan Approval**

...

...

Removal, if administrative

Posted sign shall be removed within ~~five (5)~~ business seven (7) days after issuance of agency administrative approval(s).

Removal, if referred to County Commission

Posted sign shall be removed within ~~five (5)~~ business seven (7) days after final disposition of the application by the County Commission.

...

(b) *Review responsibilities.* Each review agency shall submit written comments and recommendations to the Urban Planning Division within ~~twenty-eight (28)~~ calendar twenty-one (21) days after acceptance of the application by the Urban Planning Division. If any reviewing agency report does not respond within said time frame, it shall be presumed that the agency has no comments or objections.

(c) *Reviewing agency reports; comments; required action.* The Urban Planning Division Director shall review the application, the citizen participation report, and the reports of the reviewing agencies.

(1) Within seven (7) days after receiving the reviewing comments and recommendations, the Urban Planning Division shall prepare a report and issue a notice of the status of the application.

...

b. For a site plan application found not to be in compliance with this article, the notice shall state the reason for noncompliance. The applicant shall have ~~sixty (60)~~ forty-five (45) days after the date of the notice to address any noncompliance items identified by the review agencies. The resubmitted plan shall be routed pursuant to Section 39-413(a)(3) and ensuing reviews shall be noticed and processed pursuant to Section 39-413(c). Failure to submit corrections curing deficiencies identified in the notice shall result in issuance of another notice, together with the site plan report, to the applicant and the County Commission stating the intent to deny the site plan application. A County Commissioner shall have fourteen (14) days after the date of transmittal of the notification to request that the application be placed on the County Commission quasi-judicial agenda. Absent such request, the Urban Planning Division Director shall issue an final order of denial consistent with the notice. ~~Any further request will require a new site plan application~~

279                   ~~submittal and may not be submitted any sooner than six (6) months~~  
280                   ~~after the date of the notice of noncompliance.~~

281           (2)   All site plan applications shall be issued final orders consistent with the most  
282           recent notice within one hundred ~~eighty (180)~~ twenty (120) days after the  
283           application being deemed complete as set forth in Section 39-413(a)(2)  
284           above. This period shall extend to one hundred eighty (180) days if a  
285           quasi-judicial hearing before the County Commission is requested or  
286           required.

287           (3)   The applicant may submit a written request for one (1) extension, ~~not to~~  
288           ~~exceed~~ of not less than thirty (30) days and not more than  
289           one hundred eighty (180) days, provided the applicant agrees to waive  
290           timeframes set forth in Section 125.022, Florida Statutes.

291           ~~(3)~~ (4)   Notwithstanding Section 39-413(c)(1), ~~if the Director believes that there is a~~  
292           ~~substantial question regarding the interpretation of this article as it applies~~  
293           ~~to the application,~~ the Director may place the matter on the County  
294           Commission quasi-judicial agenda for consideration within  
295           one hundred eighty (180) days after the application was deemed complete,  
296           as set forth in Section 39-413(a)(1) above. ~~If the application generates~~  
297           ~~significant public interest, the Director may place the matter on the County~~  
298           ~~Commission quasi-judicial agenda for consideration within~~  
299           ~~one hundred eighty (180) days after the application was deemed complete,~~  
300           ~~as set forth in Section 39-413(a)(1) above.~~ in the following circumstances:

a. The Director believes that there is a substantive question regarding the interpretation of this article as it applies to the application; or

b. If the application generates significant public interest.

...

(e) *Effective period of an approved site plan approval.* An approved site plan approval shall expire within one (1) year if a building permit for the identified improvements is not issued within eighteen (18) months, or if an issued building permit expires and is not in effect for a period of ninety (90) days. In such cases, the development order granting approval shall be null and void. The Urban Planning Division Director may grant up to two (2) six (6) month extensions upon a showing by the applicant that progress is being made towards securing building permit approvals or towards renewing expired building permits. Such request(s) must be made before the expiration schedules provided in this section.

(f) *Resubmittal following final order of denial.* Whenever the Urban Planning Division Director has denied a site plan application or condition thereto, the Director shall not accept the same or substantially similar request unless the Director determines that such action is permitted due to changed circumstances; to prevent an injustice; or to facilitate the proper development of the County based upon evidence provided by the applicant. A new site plan application for the property that is determined to be substantially similar to the prior denied request shall not be submitted less than one hundred eighty (180) days after the date of the final order of denial and shall be required to include a new public participation plan.

Section 18. Section 39-637 of the Broward County Code of Ordinances, titled  
“Adult living facilities in Roosevelt Gardens,” is hereby repealed in its entirety.

Section 19. Section 39-656 of the Broward County Code of Ordinances is hereby  
amended to read as follows:

**Sec. 39-656. Development standards.**

...

(d) *Maximum permitted height/stories.*

...

(2) GP-2:

...

b. Heights:

...

3. Buildings greater than thirty-five feet (35') in height or  
three (3) stories that are contiguous to a property zoned  
RS-4 RD-5 to RS-6 RD-10 or RM-5 to RM-6 shall have a  
step-back beginning on the third (3rd) story of at least  
eight feet (8').

...

(o) Entrances that face a collector or arterial road shall be recessed a minimum  
of five feet (5') from the building line.

Section 20. Article XLI of Chapter 39 of the Broward County Code of Ordinances  
is hereby created to read as follows:  
[Underlining omitted]



**ARTICLE XLI. COMMUNITY RESIDENTIAL HOMES AND ASSISTED LIVING  
FACILITIES**

**Sec. 39-674. Purpose.**

The purpose of this article is to implement Chapters 419 and 429, Florida Statutes, as may be amended, as they relate to Community Residential Homes. This article shall only apply to those facilities licensed by the State of Florida.

**Sec. 39-675. Use categories.**

This article shall apply to the following use categories:

- (a) Community Residential One-Family Dwelling; one to six (1-6) residents.
- (b) Community Residential Home; seven to fourteen (7-14) residents.
- (c) Assisted Living Facility; fifteen (15) or more residents.

**Sec. 39-676. Application required.**

An application shall be submitted to the Zoning Official to request any of the use categories listed in Section 39-675. An application shall include the following, as applicable:

- (a) *Community Residential One-Family Dwelling.* An application for community residential one-family dwellings with six (6) or fewer residents shall identify the number of intended residents and shall provide the most recently published data compiled from the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, the Department of Children and Families, or the Agency for Health Care Administration (the "Licensing Entity") that identifies all community residential homes within the jurisdictional limits of the Broward Municipal Services District (the "BMSD").

(b) *Community Residential Home and Assisted Living Facility.* An application for either a community residential home or an assisted living facility must identify the number of residents intended and the community support requirements of the program. The application shall also contain a statement from the Licensing Entity indicating the licensing status of the proposed use and specifying how it meets applicable licensing criteria for the safe care and supervision of the residents of the home. The applicant shall also provide the most recently published data compiled from the applicable Licensing Entity that identifies all community residential homes or assisted living facilities within the jurisdictional limits of the BMSD.

**Sec. 39-677. Zoning compliance.**

In addition to the requirements provided in this article, all community residential homes and assisted living facilities shall comply with the zoning requirements of the district in which they are located. Community Residential One-Family Dwellings with six (6) or fewer residents shall be permitted as a one-family dwelling, provided they meet distance separation requirements.

**Sec. 39-678. Permitted use categories.**

P = Permitted      NP = Not Permitted

Category:	A-1, A-2,	RS-2	RD-4	RM-5	RM-17	B-3	All
	E-1, E-2,	to	to	to	to	to	Other
	Rural	RS-6	RD-10	RM-16	RM-25,	B-4,	Districts
	Ranches,				I-1	CF	
	Rural						
	Estates						

384c	Community	P	P	P	P	P	NP	NP
	Residential							
	One-Family							
	Dwelling;							
	1-6 Residents							
384d	Community	NP	NP	P	P	P	NP	NP
	Residential							
	Home;							
	7-14 Residents							
384e	Assisted Living	NP	NP	NP	NP	P	P	NP
	Facility; 15 or							
	more residents							

385 **Sec. 39-679. Density.**

386 Residential density for each facility category shall be determined as follows:

387 (a) A community residential one-family dwelling shall be considered as one (1)  
388 dwelling unit.

389 (b) A community residential home with seven to ten (7-10) residents shall be  
390 considered as two (2) dwelling units; community residential homes with  
391 eleven to fourteen (11-14) residents shall be considered as three (3) dwelling units.

392 (c) Every bedroom within an assisted living facility shall be counted as a  
393 half (0.5) dwelling unit.

394 **Sec. 39-680. Distance separation.**

Applications regulated under this article must include a survey demonstrating compliance with distance separation requirements. All distance requirements in this section shall be measured from the nearest point of the property line of the existing home or area of single-family zoning to the nearest property line of the proposed home/facility. Distance separation requirements are as follows:

Category:	Community Residential One-Family Dwelling; 1-6 residents	Community Residential Home; 7-14 residents	Assisted Living Facility	Proximity to A-1, A-2, E-1, E-2, Rural Ranches, Rural Estates, and RS-2 to RS-6 Zoning
Community Residential One-Family Dwelling; 1-6 residents	1,000'	1,200'	N/A	N/A
Community Residential Home; 7-14 residents	1,200'	1,200'	N/A	500'
Assisted Living Facility; 15 or more residents	N/A	N/A	1,200'	N/A

**Sec. 39-681. Permit review.**

Pursuant to Chapter 419, Florida Statutes, requests for review and compliance with this article shall be completed by the Urban Planning Division or its successor agency

(the "Division") within sixty (60) days after application submittal. Notwithstanding other applicable provisions of Chapter 39 of the Broward County Code of Ordinances (the "Zoning Code"), failure by the Division to respond within the sixty (60) day timeframe shall permit the agency or unit of government, a for-profit or nonprofit agency, or any other person or organization that intends to establish or operate a community residential home to establish the community residential home at the site selected. Applications for community residential homes shall satisfy the following requirements:

(a) The siting of the community residential home is in accordance with all applicable zoning requirements specified in the Zoning Code;

(b) The community residential home meets applicable licensing criteria established and determined by the applicable Licensing Entity, including requirements that the community residential home be located at a site that assures the safe care and supervision of all its residents; and

(c) The location of the community residential home shall not result in such a concentration of community residential homes in the area in proximity to the site selected or would result in a combination of such homes with other residences in the community, such that the nature and character of the area would be substantially altered. An overconcentration or combination of use shall be considered to occur when the locations of the community residential homes that are less than the distances provided in Section 39-680 of the Zoning Code or are inconsistent with state law.

#### Section 21. Severability.

If any portion of this Ordinance is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this

Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Ordinance to any other individual, group, entity, property, or circumstance.

Section 22. Inclusion in the Broward County Code of Ordinances.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance become part of the Broward County Code of Ordinances as of the effective date. The sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase to the extent necessary to accomplish such intention.

Section 23. Effective Date.

This Ordinance is effective as of the date provided by law.

ENACTED

**PROPOSED**

FILED WITH THE DEPARTMENT OF STATE

EFFECTIVE

Approved as to form and legal sufficiency:  
Andrew J. Meyers, County Attorney

By: /s/ (in italics) 00/00/2025  
Alexis Marrero Koratich (date)  
Assistant County Attorney

By: /s/ (in italics) 00/00/2025  
Maite Azcoitia (date)  
Deputy County Attorney

AIK/gmb  
Zoning Code Update Ordinance  
01/22/2025  
#60049-0413

Coding: Words ~~stricken~~ are deletions from existing text. Words underlined are additions to existing text.



January 22, 2025

Re: January 28, 2025, County Commission Agenda Items:  
#57; # 58; #59; and, #60 Related to Monarch Hill Landfill.

Dear Mayor Furr, Vice Mayor Bogen and Commissioners:

I am writing to you in my capacity as the Chair of the Executive Committee of the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, known as the Solid Waste Authority of Broward County ("SWABC"). At the request of the SWABC Executive Committee, I am directing this correspondence to you regarding four items on your January 28, 2025, Agenda, related to what is commonly described as the "Monarch Hill" landfill.

We greatly appreciate the cooperation and participation of Broward County in the SWABC, which has been a necessary foundational component of a partnership dedicated to creating a sustainable and resilient waste management system for today, tomorrow and future generations in Broward County. In addition, we know that meaningful cooperation and collaboration with our private partners in the solid waste industry are critical to our success. It is not an overstatement to characterize our work together as historic.

### **Executive Summary**

With that spirit of cooperation, it is imperative that Broward County, as a signatory to the Interlocal Agreement ("ILA") which established the SWABC, pause any decision making regarding a critical solid waste asset prior to the expected completion of the solid waste Master Plan by the SWABC. As you know, this Master Plan is intended to be a comprehensive and long-term vision to manage solid waste through available and potential public and private solid waste assets as we work towards established goals, including potentially zero-waste strategies, for the next forty years. Decisions regarding available solid waste assets must be made in the context of the visionary effort of the SWABC.

There are four items on the January 28, 2025, Commission Agenda related to the Monarch Hill landfill. (#57, # 58, #59 and #60). In combination, these Agenda items seek a horizontal and a vertical expansion of the Monarch Hill landfill and also make a valuable concession to eliminate organic waste from the landfill beginning in 2027.

The Executive Committee does not take a position on the merits of the Agenda Items or whether passing these items would be in compliance with the Land Use Element, Solid Waste Element, Climate Change Element, and the Broward Municipal Services District Land Use Plan. However, approving at this time a horizontal and a vertical expansion of the Monarch Hill landfill may have a significant impact on the Master Plan which is intended to be a fully comprehensive analysis of how to best utilize available public and private solid waste assets and where to site potential future solid waste strategies.

As a result, the Executive Committee requests the Broward County Commission defer any decision on the subject pending items until completion of the solid waste Master Plan, or until there is consensus that the property at issue can be removed from further consideration for strategies other than landfill capacity. Alternatively, the Executive Committee requests that the

County Commission bifurcate the issues and at least defer the horizontal expansion of the Monarch Hill landfill.

### **Solid Waste Authority of Broward County**

The SWABC is the legal entity created through an ILA signed by Broward County and twenty-eight municipalities to develop a coordinated, regional solid waste management and recycling Master Plan.<sup>1</sup> This collaborative effort underscores our collective commitment to transparent, comprehensive, data-driven, and community-focused decision-making process regarding solid waste management.

The Mission Statement of the ILA begins with every participating municipality and the County promising to “commit to working together collaboratively.” The purpose of this promised commitment is to develop and implement a long-term, environmentally sustainable, innovative and economically efficient plan and approach to reduction, reduction, recycling, reuse and disposal of waste generated in Broward County.

By entering into the ILA, the County and the municipalities agreed that the current solid waste management system in Broward County falls short in addressing the region’s long-term sustainability goals. Importantly, the ILA does not say the signatories will address “some of the waste generated” or that the signatories will commit to work together on “some matters related to waste disposal and not others”. The ILA represents a mutual promise to engage in a comprehensive collaboration to work together for the long-term public health, safety, and welfare of Broward residents and business community.

Through this historic collaborative effort, SWABC is working to address cross-jurisdictional inefficiencies with the assistance of solid waste and resource management experts to develop a Master Plan intended to meet the region’s solid waste management and recycling needs in an efficient, effective and comprehensive manner over the next forty years and beyond. The SWABC has been intensively evaluating existing solid waste management assets in both the public and private sector, as well as that which can be constructed and implemented. The focus of this intense effort is to provide the best opportunity for a long-term implementation of coordinated programs and services, proven and innovative technologies, regional collaborations, and effective public education campaigns to ensure sustainable and resilient solid waste management that meets or exceeds the State of Florida’s seventy-five percent recycling goal.

### **Governance of the SWABC**

The SWABC governance is established in the ILA. The Governing Board is comprised of one representative from each signatory to the ILA. All participating municipalities and the County have a seat at the table to influence the solid waste plan being developed for the next forty years.

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<sup>1</sup> The signatories to the ILA are: Broward County; Coconut Creek; Cooper City; Coral Springs; Dania Beach; Davie; Deerfield Beach; Fort Lauderdale; Hillsboro Beach; Hollywood; Lauderdale-By-The-Sea; Lauderdale Lakes; Lauderhill; Lazy Lake; Lighthouse Point; Margate; Miramar; North Lauderdale; Oakland Park; Parkland; Pembroke Park; Plantation; Sea Ranch Lakes; Southwest Ranches; Sunrise; Tamarac; West Park; Weston, and Wilton Manors.



The Executive Committee represents Broward County and a cross-section of the 28 municipal ILA signatories of the SWABC. The Governing Board, through a process of self-selection, chooses the ten (10) municipal representatives for the Executive Committee, with five members representing largest Municipal Parties by population; three members representing the middle third of Municipal Parties by population; and two members representing the smallest third of Municipal Parties by population. The County also has a full voting seat on both the Governing Board and the Executive Committee.

### **Solid Waste Facilities Across Broward County and The Master Plan**

The Executive Committee has retained a solid waste consultant to develop the Master Plan.<sup>2</sup> The Executive Committee has been meeting at a rapid pace, having set an aggressive timeline to develop the Master Plan and then earn the commitment of the signatories to the Master Plan, including flow control principles, the infrastructure plan for the system, the economic model for the system, and sustained education and community engagement strategies to ensure successful implementation.

A draft of the Master Plan concepts is expected to be delivered to the Executive Committee in the coming weeks. The Executive Committee has scheduled a four-hour workshop specifically on the draft Master Plan for February 10, 2025. This workshop is in addition to the regularly scheduled monthly Executive Committee meeting. The Executive Committee is also already scheduling workshops for the month March, April and May in an intentional and dedicated effort to complete as quickly as possible the necessary predicates to the present a final Master Plan.

As a part of the process of developing the Master Plan, the SWABC has generated publicly available documents outlining the existing public and private solid waste facilities throughout Broward County, as well as those outside Broward County, upon which we presently or could rely upon for solid waste disposal. For instance, on December 19, 2024, the consultant retained by the SWABC, issued a “White Paper” entitled “Evaluate Existing Solid Disposal and Recycling Processes and Resources in Broward County”.

A crucial step in developing the Master Plan is the identification of solid waste infrastructure available through public and private solid waste assets which currently exist, including sites which are not currently utilized or are under-utilized for solid waste operations. This identification and evaluation is necessary to ensure the SWABC is maximizing the ability to meet the mission and goals established by the ILA.<sup>3</sup>

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<sup>2</sup> The Consultant has completed a series of “White Papers” which are predicate to the policy decisions necessary to finalize the Master Plan: Task 2 - Evaluate Existing Solid Waste Disposal and Recycling Processes and Resources in Broward County (White Paper submitted on December 19, 2024); Task 5 - Regulatory Requirements and Policy Review (White Paper submitted on December 17, 2024) Task 8 - Education and Outreach (White Paper submitted on December 27, 2024); Task 9 - Identify Innovative and Future Technologies (Software & Hardware) (White Paper submitted on December 16, 2024).

<sup>3</sup> When the solid waste consultant retained by SWABC was performing the Waste Characterization study, it was unable to evaluate the Monarch Hill landfill. As explained during the consultant’s presentation during the November 22, 2024, Executive Committee meeting, when the consultant

For instance, while not within the specific scope of the SWABC, after the termination of the previous Resource Recovery Board (“RRB”), a remaining property, which was owned by the RRB and in the inventory of assets for potential solid waste infrastructure, is a property identified as “Alpha 250”. This is a 25-acre parcel on Blount Road in Pompano Beach which is, as a result of a settlement agreement, beneficially owned by the former municipal members of the RRB. The public ownership of Alpha 250 has been cooperatively maintained for the specific purpose of potentially including that site in the expected Master Plan consideration and implementation.

### **Monarch Hill**

The 500-acre Monarch Hill site in unincorporated Broward is bounded on the north by Wiles Road, on the south by Sample Road, on the east by Powerline Road and on the west by Florida’s Turnpike. When it was opened in a sparsely populated area in 1965, Coconut Creek was still two years away from incorporation.

Until 2015, there was a fully operational Waste-To-Energy (“WTE”) plant located on a current 24-acre site (roughly the same size as Alpha 250) which is the subject of a requested Land Use Plan Amendment (“LUPA”). That plant was closed in 2015 and dismantled in the years since, predicated on a claim that there was insufficient flow for the WTE plant. Prior to being closed and dismantled, that facility was commonly referred to as the North WTE Facility.

As of this date, that 24-acre parcel is the only approved site for a WTE plant, other than the site at the South WTE Facility located at 4400 South State Road 7, Fort Lauderdale, FL 33314. The South WTE Facility is currently owned and operated by WIN Waste Solutions, Inc.

In retrospect, the closure and dismantling of the North WTE Facility has impacted the available solid waste infrastructure and options for the SWABC Master Plan as well as the ability of the County to address existing flow capacity. The current South WTE Facility does not have the capacity to fully accept the large volume of available municipal solid waste generated in Broward County. The dismantling of the North WTE plant was justified, in part, based upon insufficient volume of municipal solid waste. Today, we have too much solid waste to be managed by the South WTE plant.

It has been reported to the SWABC Executive Committee that the South WTE Facility has an end-of-life lease issue that is presenting issues being considered by County. We have been informed that WIN Waste, as the operator, has directed correspondence to the County, indicating its desire to sell the facility thereby triggering certain County rights under the lease. The implications for the Master Plan have yet to be evaluated.

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attempted to evaluate the characterization of waste streams being disposed at (including what could be diverted from) Monarch Hill, the logistics offered by the operator, according to the consultant, were too difficult to evaluate the waste characterization as was done successfully at other facilities in Broward County. Therefore, there has been no evaluation by the SWABC consultant as to the characterization of waste streams being disposed in the Monarch Hill landfill and what could be diverted. To date, there has been no independent evaluation of the waste characterization being disposed at the Monarch Hill landfill and what could be currently diverted.

The lack of collaboration, cooperation, and vision in 2015 as to existing solid waste assets and the lack of a collective commitment to a strategic solid waste policy at the time has further exacerbated the solid waste capacity crisis in Broward County, and we seek, through this correspondence, to avoid compounding that problem today.

### **Waste Management Requests In Summary**

Waste Management, as outlined herein, is seeking horizontal expansion and vertical expansion of the Monarch Hill landfill capacity. The justification is that there is only six (6) to eight (8) years remaining capacity to accept municipal solid waste, even as reduced to certain solid waste commodity streams.

As reported to the SWABC Executive Committee, there have been on-going discussions and negotiations between Broward County and Waste Management. While we are grateful for the regular updates from County staff, our Executive Director was not invited to attend these discussions despite requests from Executive Committee members. As a result, we are unable to fully appreciate the discussions and negotiations, the considerations that have generated the current proposal and the comparative scope of concessions sought and being offered.

A representative of Waste Management sent to the County an October 16, 2024, letter which characterized the pending LUPA, zoning and ordinance requests from Waste Management as a “global solution to the disposal of construction and demolition debris and Class III waste (i.e. bulky waste, yard waste, etc.)” and that Waste Management pledged to the following:

- “No longer accept municipal solid waste at Monarch Hill – which accounts for much of its unpleasant odor – after the expiration of its present disposal contract with Pompano Beach on Sept. 30, 2027. Such waste could only be accepted during a declared federal, state or county State of Emergency.”<sup>4</sup>
- Assume the cost to transport 35,000 tons per year of the county’s residential and commercial solid waste to alternate waste disposal sites until July 2, 2033.
- Pay a per ton “host fee” to the county for every ton of waste disposed of at Monarch Hill. For construction and demolition waste, \$3.50 per ton. For municipal solid waste from Broward, or waste of any nature shipped to Monarch Hill from outside of Broward, Waste Management will pay \$6 per ton. The host fee will be in effect for the life of the landfill.<sup>5</sup>
- Waste Management will continue to provide the use of its transfer station network at no charge to the county and participating communities for the transfer of waste to the alternate disposal facility. The company estimated that the value of this service is between \$2 million and \$2.5 million.

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<sup>4</sup> The SWABC supports the commitment to remove municipal solid waste and organics from the landfill.

<sup>5</sup> The purpose of this “Host Fee”, according to the backup material, is to address a variety of economic issues facing Broward County, including to offset Broward County costs and obligations related to remediation and monitoring of closed or abandoned facilities located at Monarch Hill and to “offset potential costs of infrastructure improvements necessitated by the presence and use of the Waste Management Property.”

- Waste Management will make an “in-kind contribution” to the [SWABC’s] recycling education program for 10 years, beginning with \$500,000 in year one and decreasing gradually until a minimum contribution of \$150,000 annually is reached for the duration.<sup>6</sup>
- Waste Management’s new “a state-of-the-art” renewable energy recovery facility under construction at its landfill in Okeechobee, the alternate disposal facility, will capture methane gas generated by decomposing waste, purify it to pipeline gas quality, after which it will be pressurized and injected into a utility pipeline. The company “will then remove the gas from the utility pipelines at each of its hauling companies where it will be used to fuel refuse” garbage trucks “thus completing the recycling and circulatory loop.”
- If Broward chooses to “source separate and transport food waste and organics to the Okeechobee site in the future, Waste Management has agreed to restart the permitted composting facility at Okeechobee landfill and compost...at no incremental cost to the then current disposal rates.”
- At the county’s request, the company will hike its capacity commitment at the alternate disposal facility by 200,000 tons per year to 775,000 tons. And should the county decide to install a wastewater sludge dryer near Monarch Hill, [Waste Management] will agree to work cooperatively to deliver methane gas generated at Monarch Hill to the dryer facility as renewable energy.”

Waste Management made a presentation to the Executive Committee on October 25, 2024, regarding the requested LUPA, zoning change and ordinance change. In addition, the backup material for the upcoming Agenda Items outlines the various points of negotiation between Waste Management and the County.

### **Agenda Items At Issue**

There are four Agenda items to be considered during the County’s January 28, 2025, Commission meeting to which this correspondence is directed: Items #57; # 58; #59; and, #60.

The four Agenda items can be summarized as follows: two items are LUPAs to the County’s Master Plan and the Broward Municipal District, intended to change the subject 24 acre site from electrical generation to industrial (thus allowing Waste Management to expand the horizontal footprint of the landfill); one separate item is seeking a zoning code change to increase the maximum height of Monarch Hill (thus allowing Waste Management to expand the vertical reach of the landfill to 350 feet); and, one separate item is to eliminate municipal organic solid waste above the 225 foot threshold so as to limit the type of additional waste streams.

In short, Waste Management is requesting a horizontal and a separate vertical expansion of the Monarch Hill landfill.

On October 18, 2022, Broward County Planning Council staff issued a report recommending against the expansion of Monarch Hill as requested through the LUPAs. The Broward County

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<sup>6</sup> While any assistance from our private partners in the mutually shared mission of educating the public is welcomed, the SWABC did not solicit nor was the SWABC directly engaged as part of the negotiations regarding a voluntary contribution by Waste Management to “[SWABC’s] recycling education program for 10 years, beginning with \$500,000 in year one and decreasing gradually until a minimum contribution of \$150,000 annually is reached for the duration.” t

Planning Council voted to deny the requested changes. The matter has not been brought back to the Broward County Planning Council for consideration since 2022.

There have been public objections to the Agenda items focused on whether or not the LUPAs and zoning change are inconsistent with County policy and objectives set forth in the Land Use Element, Solid Waste Element, Climate Change Element, and the Broward Municipal Services District Land Use Plan. According to news reports and presentations to the SWABC Executive Committee, there are additional objections focused on the need for further analysis of environmental impacts from additional vertical capacity being superimposed on the existing landfill infrastructure.

Waste Management has explained publicly that if these items do not pass, there will be no hurricane/storm debris accepted at Monarch Hill, it will dismantle the existing landfill gas-to-energy that currently generates power to 9,000 homes and that there will be significant costs imposed on Broward County residents.

### **SWABC Executive Committee Position Regarding the Four Pending Agenda Items**

On January 17, 2025, the Executive Committee conducted its regularly scheduled public meeting. In attendance were at least one representative of Waste Management.

During the agenda item related to Monarch Hill, the Executive Committee voted to direct the Chair of the Executive Committee to send a letter to the Broward County Board of County Commissioners setting forth the position of the Executive Committee that the four (4) agenda items regarding Monarch Hill scheduled for the County's January 28, 2025, meeting be deferred. The lone dissenting vote was from Vice Chair of the Executive Committee Mayor Beam Furr, who is the County's representative to the Executive Committee and Governing Board of the SWABC.

Additionally, during the matter, a representative of Waste Management came forward to object to correspondence being directed to the County Commission seeking deferral of these items.

#### **Foundational Principles of Solid Waste Decision Making**

While we recognize the need for capacity planning to address Broward County's solid waste needs, decisions of this magnitude should not be made in isolation or ahead of the comprehensive framework being developed in the Master Plan. Several critical foundation principles support this position:

1. **Comprehensive Evaluation of Alternatives:** The Master Plan is being designed to evaluate all viable alternatives for waste management, including advanced recycling technologies, anaerobic digestion, composting, and modernized WTE solutions. Approving the LUPA and height variance at this stage could preclude or limit these alternatives before they are fully vetted.
2. **Consistency with Countywide Goals:** One of SWABC's mandates is to ensure that solid waste management decisions align with Broward County's broader sustainability, environmental, and economic objectives. Any decision to expand Monarch Hill prior to the adoption of the Master Plan risks being inconsistent with countywide priorities and future waste reduction targets.



3. Community Impacts: Expanding the landfill's footprint and increasing its height would exacerbate existing concerns related to odor, air quality, and visual impact for nearby communities. Coconut Creek, Deerfield Beach, and other municipalities have expressed strong opposition to the proposed expansions due to these adverse effects. Delaying the decision ensures that these concerns are addressed holistically in the context of the Master Plan.
4. Data-Driven Decision-Making: The Master Plan, supported by SCS Engineers, is being developed with extensive data collection, stakeholder input, and expert analysis. This data will provide the necessary context to evaluate how the Monarch Hill proposals fit into the county's long-term waste management strategies and whether alternative solutions could achieve similar or better outcomes with less impact.
5. Avoiding Piecemeal Planning: Decisions regarding major solid waste infrastructure assets like Monarch Hill should be made within the broader framework of a coordinated, countywide strategy. Acting on these proposals prematurely could undermine the integrity of the Master Plan process and set a precedent for ad hoc decision-making by other participants.

*Request by the SWABC Executive Committee*

As noted above, the Executive Committee has not been asked to and does not take a position on the factual or legal merits of the LUPA, or the compliance with Land Use Element, Solid Waste Element Climate Change Element, and the Broward Municipal Services District Land Use Plan. To be clear, the Executive Committee, for the purposes of this correspondence, does not take a position on the ultimate merits of the four agenda items.

Leaving aside the merits of the Agenda items but incorporating these aforementioned broad principles of decision making in this context, the SWABC Executive Committee requests deferral of these four Agenda items at this time to avoid potentially undermining the process established by the ILA.

1. For the County to pass the LUPA Agenda items would permanently remove the only parcel remaining in Broward County that is an approved location for a WTE facility. As noted above, we are told that the current South WTE Facility does not have the capacity to accept the volume of municipal solid waste currently being generated. So long as WTE technology that currently exists or may exist in the future remains a consideration for solid waste policy, removing this site from consideration for WTE undermines the comprehensive vision of the SWABC. Also as noted above, there is a potential contractual issue with the South WTE Facility, further supporting the need to prevent conversion of the existing property on the former North WTE Facility site from being removed from available WTE consideration. Approval would directly limit the ability of the SWABC to fully consider potential solid waste assets and strategies which could include current or future WTE technologies.
2. Leaving aside the WTE consideration, expanding horizontally the footprint of the landfill, eliminates this 24-acre parcel from consideration for other solid waste

strategies and will permanently preclude usages presently being considered by the SWABC. Again, to do so would be to undermine and circumvent the process established by the SWABC. There was a promise by all signatories to the ILA to commit themselves to a comprehensive and collaborative effort. Much like has been done for the Alpha 250 property, which is a 25-acre parcel, the existing site capacity and entitlements should be maintained until such time as there is an agreed Master Plan or there is consensus that the property at issue can be removed from further consideration for strategies other than landfill capacity.

3. While the SWABC does not take a position on the merits of the environmental concerns raised related to increasing the height of the landfill and the resulting impact on the existing landfill foundational infrastructure, there have been multiple points raised related to the impact on lining, groundwater and other environmental impacts. This is not directly a matter for the SWABC, though we are mindful that should such objections be well-founded, it could profoundly impact decision making by the SWABC on available and/or the necessity of other solid waste strategies.
4. As a result, the SWABC Executive Committee strongly recommends that the Broward County Commission defer any action on the Monarch Hill LUPA and vertical expansion request until completion of the solid waste Master Plan, or there is consensus that the property at issue can be removed from further consideration for strategies other than landfill capacity. This timeline will allow a meaningful evaluation of Monarch Hill's role within a unified countywide system, inclusion of the latest data, trends, recommendations in the decision-making process, and time for additional public engagement to ensure transparency and community buy-in.
5. One alternative is to bifurcate the issues of the individual horizontal and vertical expansion requests whereby the horizontal expansion sought by the LUPA be deferred to allow the SWABC Master Plan to be completed.

The Executive Committee is willing to work with County staff and Waste Management to establish a meaningful time frame for analysis for the highest-and-best use of the property in the context of the Master Plan, including potential WTE, composting, recyclable center or other strategies.

There is sufficient time to permit the Master Plan adoption process to proceed. It may be that the LUPA is ultimately acceptable in the context of the strategies being adopted. However, the SWABC Executive Committee requests these items be deferred at this stage.

No matter how these Agenda items are addressed by the County Commission, the SWABC remains committed to working collaboratively with Broward County, all municipalities (including those not presently participating in the SWABC), and all stakeholders to ensure that our decisions reflect the best interests of our residents, the business community and the environment. We are confident that the Master Plan will provide a roadmap for achieving these goals while balancing operational, environmental, and fiscal responsibilities.

We greatly appreciate your consideration of this request and look forward to continuing our partnership in creating a sustainable and resilient waste management system for our community.

Should you have any questions or require further information, please do not hesitate to contact me directly.

Best regards,

/s/ Michael J. Ryan

Michael J. Ryan  
Chair, SWABC Executive Committee