

1 in a beneficial use to such new development reasonably related to the impact fees, per dwelling unit, by
2 type and per increment of non-residential development; (4) that a “rational nexus” exists between the
3 projected new development and the need for additional public facilities to be funded via the development
4 fees; and (5) that the amount of the development fees is “proportional” to the fair share of the additional
5 public facilities needed to provide adequate service to new development; and,

6 **WHEREAS**, the City of Wilton Manors’ Comprehensive Plan establishes the policy that
7 incorporates a review process for assessing the adequacy of public services and facilities and does not
8 allow new development unless adequate public capital facilities exist or are assured; and

9 **WHEREAS**, the City of Wilton Manors’ Comprehensive Plan further establishes the policy that
10 new development is required to pay its proportionate share of required improvements for new or
11 expanded public capital facilities required by such development; and

12 **WHEREAS**, the City Commission has amended the Comprehensive Plan to include a Capital
13 Improvement Schedule for public facility improvements to serve new development subject to the
14 payment of impact fees, as supported by the Technical Report; and

15 **WHEREAS**, pursuant to §163.31801, Fla. Stat.:

16 (a) the Technical Report, and the impact fees recommended therein, are based on the most recent
17 and localized data; and

18 (b) this Ordinance includes procedures for accounting and reporting of impact fee collections and
19 expenditures in order to assure compliance with applicable legal standards; and

20 (c) this Ordinance includes separate accounting funds for each public facility for which an impact
21 fee is collected; and

22 (d) administrative fees charged pursuant to this Ordinance for the collection of impact fees are
23 limited to actual costs; and

1 (e) this Ordinance requires audits of the City’s financial statements to include an affidavit of the
2 City’s chief financial officer stating that the requirements of §163.31801, Fla. Stat. have been
3 complied with; and

4 (f) this Ordinance requires that the collection of the impact fee will not be required earlier than the
5 date of issuance of the building permit for the property that is subject to the fee; and

6 (g) the Technical Report demonstrates that the impact fees are proportional and reasonably
7 connected to, or have a rational nexus with, the need for additional capital facilities and the
8 increased impact generated by the new residential or commercial construction; and

9 (h) the Technical Report and this Ordinance show that the impact fees are proportional and
10 reasonably connected to, or have a rational nexus with, the expenditures of the funds collected
11 and the benefits accruing to the new residential or nonresidential construction; and

12 (i) this Ordinance specifically earmarks funds collected under the impact fee for use in acquiring,
13 constructing, or improving capital facilities to benefit new users and does not pay existing debt
14 or for previously approved projects unless the expenditure is reasonably connected to, or has a
15 rational nexus with, the increased impact generated by the new residential or nonresidential
16 construction; and

17 **WHEREAS**, the Technical Report distinctly demonstrates the extraordinary circumstances
18 necessitating the need to exceed the phase-in limitations contained in §163.31801, Fla. Stat. and thereby
19 justifying the increases to the Police Facility Impact Fees and the Parks and Recreation Facility Impact
20 Fees above the 50% limitation; and,

21 **WHEREAS**, on August 17, 2022 and August 31, 2022 the City held publicly noticed workshops
22 dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations
23 contained in §163.31801, Fla. Stat. justifying the increases to the Police Facility Impact Fees and the
24 Parks and Recreation Facility Impact Fees; and,

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1 **WHEREAS**, the impact fees assessed pursuant to this Ordinance are necessary to ensure the
2 public health, safety, and welfare of the residents of the City of Wilton Manors.

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

5 **Section 1:** The foregoing “WHEREAS” clauses are hereby ratified as being true and correct
6 and are hereby made a specific part of this Ordinance upon adoption hereof.

7 **Section 2:** Chapter 9.5, entitled Impact Fees of the Code of Ordinances of the City of Wilton
8 Manors, is hereby deleted in its entirety.

9 **Section 3:** Article 80, Section 080-070 of the City’s Unified Land Development Regulations
10 (ULDRs) of the City of Wilton Manors, is amended as follows:

11 **Sec. 080-070. ~~Parks and recreation~~New Development Impact fees.**

12 ~~See Chapter 9.5 Impact Fees in the Code of Ordinances.~~

13 **(A) Procedural and Administrative Requirements**

14 **(1) Purpose and Authority**

15 (a) The City Commission of the City of Wilton Manors recognizes that growth and development
16 in the City will require that the capacity of the City’s public facilities be expanded in order to
17 maintain adequate levels of service, and that without a funded program for public facility
18 improvements, new growth and development will have to be limited in order to protect the
19 health, safety, and welfare of the citizens of the City of Wilton Manors.

20 (b) The City Commission has completed a study establishing the type, amount, and cost of
21 projected public facility improvements needed to serve new growth and development.

22 (c) The purpose of this Section is to ensure that new growth and development that is approved by
23 the City pays a fair share of the costs of public facilities needed to serve new growth and
24 development.

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1 (d) This Section, which requires new development to pay reasonable impact fees, requires new
2 development to pay its pro rata share of the reasonably anticipated expansion costs of new
3 public facilities created by new growth and development, which is the responsibility of the
4 City in order to carry out its Comprehensive Plan, as amended, and adopted under Section
5 163.3161, et seq., Florida Statutes, and is in the best interest of the public health, safety, and
6 welfare.

7 (e) The City Commission of the City of Wilton Manors has determined that it is in the best
8 economic interests of the citizens of the City to ensure that certain forms of development be
9 exempt from the requirements of payment of certain impact fees.

10 (f) The technical data, findings and conclusions herein are based on the Comprehensive Plan, as
11 amended, and the Technical Report.

12 (2) **Adoption of Technical Report as Basis of Impact Fees**

13 The City hereby adopts and incorporates by reference, the report entitled “City of Wilton
14 Manors 2022 Munciiipal Impact Fees Study,” prepared by Raftelis Financial Consultants, Inc.,
15 and dated August 16, 2022 (referred to herein as the “Technical Report), which, among other
16 things, supports the amounts and reasonableness of the impact fees imposed by this Article.

17 (3) **Interpretations of Sections and fee schedule.**

18 Interpretation of the provisions of this Section shall be made by the City Manager or the City
19 Manager’s designee.

20 (4) **Effect on other regulations and requirements**

21 (a) This Section may not be construed to alter, amend, or modify any other provision of the City’s
22 ULDRs and Code of Ordinances. Other provisions of the City’s ULDRs and Code of
23 Ordinances shall be operative and remain in full force and effect notwithstanding any contrary
24 provisions, definitions, or intentions that are or may be expressed or implied in this Section.

25 (b) The payment of impact fees shall not entitle the applicant to a building permit unless all other
26 applicable land use, land development, zoning, planning, concurrency, and other applicable
27 requirements, standards, and conditions have been met. Such other requirements, standards,
28 and conditions are independent of the requirement for payment of impact fees required by
29 this Section.

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1 (c) This Section, including the specific impact fee ordinances for particular public facilities, shall
2 not affect, in any manner, the permissible use of property, density or intensity of
3 development, design and improvement standards, or other applicable standards or
4 requirements of the ULDRs.

5 (B) **Definitions**

6 Article 10 Definitions and general rules of construction shall apply to this Article. However, the
7 following words, terms, and phrases, when used in this Section, shall have the meanings ascribed
8 to them in this subsection, except where the context clearly indicates a different meaning:

9 Alternative park impact fee shall mean any alternative fee calculated by an applicant and
10 approved by the City Manager pursuant to Section 080-080 of the ULDRs.

11 Alternative Technical Report shall mean a study prepared by an applicant and submitted
12 to the City Manager pursuant to Section 080-080 of the ULDRs.

13 City park system shall include all parks and recreation facilities owned and operated by
14 the City and designed and intended to serve all City residents, including active parks, passive
15 parks, water access sites, and associated recreational facilities and buildings, but does not include
16 those parks and recreational facilities that are owned and operated by any private entity, the
17 federal government, or Broward County or those parks and recreational facilities that are owned
18 and operated by the State of Florida. For the purposes of this Article, the term "City park system"
19 also does not include neighborhood parks.

20 Developer shall mean a person, corporation, organization, or other legal entity
21 undertaking development.

22 Development shall mean any new residential or nonresidential construction or expansion
23 of building(s) or structure(s), or any changes in the use of any building(s) or structure(s) or land
24 use that will generate additional impact on the City's public facilities.

25 Encumbered shall mean legally obligated or otherwise committed to use by appropriation
26 or contract.

1 Essential public services shall mean services or buildings owned, managed, or operated
2 by or in the interest of a governmental entity, which provides a function critical to the health,
3 safety, and welfare of the public, but which is not proprietary in nature. Essential public services
4 may specifically include, but not be limited to, public schools (including charter schools), water
5 and sewer services, emergency services, publicly-owned housing, public safety facilities and
6 services.

7 Fair share shall mean that share or portion of the cost of public facility improvements
8 which is reasonably connected to, or has a rational nexus with, the need for additional capital
9 facilities and the increased impact generated by the new residential or commercial construction.

10 Fee payer shall mean a person undertaking development who pays a fair share impact fee
11 in accordance with the terms of this Section.

12 Fire facilities shall mean the land, equipment, vehicles and buildings as may be necessary
13 to meet the needs for fire rescue services which are created by new development, including those
14 costs which are incidental to the above.

15 Fire facilities capital costs include, but are not limited to, costs associated with the
16 planning, design and construction of new or expanded fire facilities and apparatus, which have a
17 life expectancy of five or more years, and the land acquisition, land improvement, design, and
18 engineering related thereto. Such costs do not include routine and periodic maintenance
19 expenditures or personnel, training, or other operating costs but do include the following costs as
20 they relate to the provision of fire facilities:

- 21 (1) The cost of all labor and materials;
- 22 (2) The cost of all lands, property, rights, easements and franchises acquired, including costs
23 of acquisition or condemnation;
- 24 (3) The cost of all plans and specifications;
- 25 (4) The cost of all construction, new drainage facilities in conjunction with new buildings
26 and structures, and site improvements required in accordance with the Comprehensive
27 Plan and/or ULDRs;
- 28 (5) The cost of relocating utilities to accommodate new construction;
- 29 (6) The cost of planning, engineering and legal services;

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- 1 (7) The cost of all land surveying, and soils and materials testing;
- 2 (8) The cost of mitigating negative impacts of construction including natural resource
3 impacts, environmental impacts, noise impacts, air quality impacts, and community
4 impacts; and
- 5 (9) The cost of equipment and vehicles and necessary appurtenances thereto.

6 General government facilities shall mean the land and buildings as may be necessary to
7 meet the needs for City administration which are created by new development, including those
8 costs which are incidental to the above.

9 General government facilities capital costs include, but are not limited to, costs
10 associated with the planning, design and construction of new or expanded general government
11 facilities, which have a life expectancy of five or more years, and the land acquisition, land
12 improvement, design, and engineering related thereto. Such costs do not include routine and
13 periodic maintenance expenditures or personnel, training, or other operating costs but do include
14 the following costs as they relate to the provision of general government facilities:

- 15 (1) The cost of all labor and materials;
- 16 (2) The cost of all lands, property, rights, easements and franchises acquired, including costs
17 of acquisition or condemnation;
- 18 (3) The cost of all plans and specifications;
- 19 (4) The cost of all construction, new drainage facilities in conjunction with new buildings
20 and structures, and site improvements required in accordance with the Comprehensive
21 Plan and/or ULDRs;
- 22 (5) The cost of relocating utilities to accommodate new construction;
- 23 (6) The cost of planning, engineering and legal services;
- 24 (7) The cost of all land surveying, and soils and materials testing;
- 25 (8) The cost of mitigating negative impacts of construction including natural resource
26 impacts, environmental impacts, noise impacts, air quality impacts, and community
27 impacts; and
- 28 (9) The cost of equipment and necessary appurtenances thereto.

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1 Impact fee shall mean a fee imposed pursuant to this Section.

2 Impact fee account shall mean an account established by the City for the purpose of
3 segregating impact fee revenues collected for a particular public facility from all other City funds.

4 Infrastructure means a fixed capital expenditure or fixed capital outlay, excluding the
5 cost of repairs or maintenance, associated with the construction, reconstruction, or improvement
6 of public facilities that have a life expectancy of at least 5 years; related land acquisition, land
7 improvement, design, engineering, and permitting costs; and other related construction costs
8 required to bring the public facility into service. The term also includes a fire department vehicle,
9 an emergency medical service vehicle, a police department vehicle, and the equipment necessary
10 to outfit the vehicle for its official use.

11 Level of service is a measure of the availability and accessibility of public facilities in
12 support of public facility services.

13 Library facilities shall mean the land, equipment, and buildings as may be necessary to
14 meet the needs for library services which are created by new development, including those costs
15 which are incidental to the above.

16 Library facilities capital costs include, but are not limited to, costs associated with the
17 planning, design and construction of new or expanded library facilities, which have a life
18 expectancy of five or more years, and the land acquisition, land improvement, design, and
19 engineering related thereto. Such costs do not include routine and periodic maintenance
20 expenditures or personnel, training, or other operating costs but do include the following costs as
21 they relate to the provision of library facilities:

22 (1) The cost of all labor and materials;

23 (2) The cost of all lands, property, rights, easements and franchises acquired, including costs
24 of acquisition or condemnation;

25 (3) The cost of all plans and specifications;

26 (4) The cost of all construction, new drainage facilities in conjunction with new buildings
27 and structures, and site improvements required in accordance with the Comprehensive
28 Plan and/or ULDRs;

29 (5) The cost of relocating utilities to accommodate new construction;

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- 1 (6) The cost of planning, engineering and legal services;
- 2 (7) The cost of all land surveying, and soils and materials testing;
- 3 (8) The cost of mitigating negative impacts of construction including natural resource
4 impacts, environmental impacts, noise impacts, air quality impacts, and community
5 impacts; and
- 6 (9) The cost of equipment and necessary appurtances thereto.

7 *Non-commencement* shall mean the cancellation of construction activity making a
8 material change in a structure, or the cancellation of any other development activity making a
9 material change in the use or appearance of land.

10 *Parks and recreation facilities* shall mean the land, buildings, structures, equipment and
11 facilities as may be necessary to meet the needs for the City parks and recreation system, which
12 are created by new development, including those costs which are incidental to the above.

13 *Parks and recreation facilities capital costs* include, but are not limited to, capital costs
14 associated with the planning, design and construction of new or expanded parks and recreation
15 facilities which have a life expectancy of five or more years, and the land acquisition, land
16 improvement, design, and engineering related thereto. Such costs do not include routine and
17 periodic maintenance expenditures or personnel, training, or other operating costs, but do include
18 the following as they relate to the provision of parks and recreation facilities:

- 19 (1) The cost of all labor and materials;
- 20 (2) The cost of all lands, property, rights, easements and franchises acquired, including costs
21 of acquisition or condemnation;
- 22 (3) The cost of all plans and specifications;
- 23 (4) The cost of new equipment;
- 24 (5) The cost of all construction, new drainage facilities in conjunction with new buildings
25 and structures, and site improvements required in accordance with the Comprehensive
26 Plan and/or ULDRs;
- 27 (6) The cost of relocating utilities to accommodate new construction;
- 28 (7) The cost of planning, engineering and legal services;

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1 (8) The cost of all land surveying, and soils and materials testing; and

2 (9) The cost of mitigating negative impacts of construction including natural resource
3 impacts, environmental impacts, noise impacts, air quality impacts, and community
4 impacts.

5 Police facilities shall mean the land, equipment, vehicles and buildings as may be
6 necessary to meet the needs for police services which are created by new development, including
7 those costs which are incidental to the above.

8 Police facilities capital costs include, but are not limited to, costs associated with the
9 planning, design and construction of new or expanded Police facilities and vehicles, which have a
10 life expectancy of three or more years, and the land acquisition, land improvement, design, and
11 engineering related thereto. Such costs do not include routine and periodic maintenance
12 expenditures or personnel, training, or other operating costs but do include the following costs as
13 they relate to the provision of Police facilities:

14 (1) The cost of all labor and materials;

15 (2) The cost of all lands, property, rights, easements and franchises acquired, including costs
16 of acquisition or condemnation;

17 (3) The cost of all plans and specifications;

18 (4) The cost of all construction, new drainage facilities in conjunction with new buildings
19 and structures, and site improvements required in accordance with the Comprehensive
20 Plan and/or ULDRs;

21 (5) The cost of relocating utilities to accommodate new construction;

22 (6) The cost of planning, engineering and legal services;

23 (7) The cost of all land surveying, and soils and materials testing;

24 (8) The cost of mitigating negative impacts of construction including natural resource
25 impacts, environmental impacts, noise impacts, air quality impacts, and community
26 impacts; and

27 (9) The cost of equipment-and vehicles and necessary appurtances thereto.

1 Public facilities shall mean means major capital improvements, including transportation,
2 sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational facilities,
3 and includes emergency medical, fire, and law enforcement facilities for which impact fees are
4 collected pursuant to this Article.

5 Public facilities capital costs include general government facilities capital costs, parks
6 and recreation facilities capital costs, library capital costs, police capital costs, and fire capital
7 costs.

8 Technical report shall mean the “City of Wilton Manors 2022 Municipal Impact Fees
9 Study,” prepared by Raftelis Financial Consultants, Inc., and dated August 16, 2022.

10 (C) **Applicability of this Section.**

11 (1) **Affected area.**

12 This Section shall apply to all new development within the City. Impact fees for particular public
13 facilities may apply to less than the entire City, only as indicated specifically in this Section.

14 (2) **Type of development affected.**

15 Except where specifically exempt by the provisions of this Section, this Section shall apply to all
16 new development.

17 (3) **Type of development not affected.**

18 Exemption for governmental or public facilities. Governmental or public facilities are exempt
19 from the requirement that impact fees be paid.

20 (a)Such facilities are those parcels, grounds, buildings or structures owned by municipal,
21 County, State or federal governments, the Broward County School Board or the South
22 Florida Water Management District and related to the operation of those entities and used
23 for governmental purposes including, but not limited to, governmental offices, police and
24 fire stations, airports, seaports, parking facilities, equipment yards, sanitation facilities,
25 water control structures, schools, parks and similar facilities in or through which general
26 government operations are conducted.

27 (b)This exemption also includes privately-owned properties or facilities that are leased to
28 a governmental entity for the exclusive purpose of establishing a temporary public
29 facility while the permanent public facility is being constructed, provided that impact fees

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1 shall be assessed at the time another use is established on such property or in such
2 facility.

3 (c)It is provided, however, the following shall not be considered governmental or public
4 facilities and shall be subject to payment of impact fees:

5 (i)Privately owned properties or facilities leased for governmental operations or
6 activities, except as provided in this subsection; and

7 (ii)Public properties or facilities used for private residential, commercial, or
8 industrial activities.

9 **(D) Collection of impact fees; fair share agreements; when not paid by mistake or inadvertence;**
10 **liens**

11 (1) Collection. Impact fees required by this Section shall be assessed against new development and
12 collected in full at the time of the issuance of a building permit by the City. The City may
13 withhold the issuance of a TCO or CO until the applicant has paid in full the applicable impact
14 fees imposed by this Section. The obligation for payment of assessed impact fees shall run with
15 the land. The City may authorize the payment of impact fees at another point in the development
16 of the property only pursuant to a fair share fee agreement as provided in this Section. The City
17 Commission may establish and collect an administrative charge (which will be limited to actual
18 costs) to offset its actual costs of impact fee collection by adoption of a resolution.

19 (2) Fair share fee agreements. At any time prior to the issuance of a building permit, the owner of
20 property may enter into a fair share fee agreement with the City providing for payment of impact
21 fees imposed by this Section. Such fee agreement may provide for installment payments of the
22 fee for a term not to exceed 12 months, credit and security arrangements acceptable to the City
23 and other matters relating to the fee. Within 14 days after execution by the City, the fair share fee
24 agreement shall be recorded in the Broward County public records.

25 (3) Collection of fees when not paid by inadvertence; liens. If the impact fees are not paid as
26 required by this Section prior to the issuance of a certificate of occupancy because of mistake or
27 inadvertence, the City shall proceed to collect the impact fees as follows:

- 1 (a) The City shall serve, by certified mail, return receipt requested, an impact fee statement
2 notice upon the applicant at the address set forth in the application for building permit, and
3 the owner at the address appearing on the most recent records maintained by the property
4 appraiser of Broward County. The City also shall attach a copy of the impact fee statement
5 notice to the building permit posted at the affected construction site if the building is under
6 construction. Service of the impact fee statement notice shall be deemed effective on the date
7 the return receipt indicates the notice was received by either the applicant or the owner or the
8 date said notice was attached to the building permit, whichever occurs first.
- 9 (b) The impact fee statement notice shall contain the legal description of the property and shall
10 advise the applicant and the owner as follows:
- 11 (i) The amount due and the general purpose for which the impact fee was imposed.
- 12 (ii) That the impact fee shall be delinquent if not paid and received by the City within 60
13 calendar days of the date the impact fee statement notice is received, excluding the date
14 of receipt, and, upon becoming delinquent, shall be subject to the imposition of a
15 delinquent fee and interest on the unpaid amount until paid;
- 16 (c) That in the event the impact fee becomes delinquent a lien against the property for which the
17 building permit was secured shall be recorded in the Official Records Book of Broward
18 County. The impact fee shall be delinquent if, within 60 calendar days from the date of the
19 receipt of the impact fee statement notice by either the applicant or the owner, or the date said
20 notice was attached to the building permit, neither the impact fees have been paid and
21 received by the City, nor a hearing requested pursuant to the requirements above. In the
22 event a hearing is requested, the impact fees shall become delinquent if not paid within 30
23 calendar days from the date the City Commission determines the amount of impact fees due
24 upon the conclusion of such hearing. Said time periods shall be calculated on a calendar day
25 basis, including Sundays and legal holidays, but excluding the date of the earliest receipt of
26 said impact fee statement notice or the hearing date of the City Commission's decision in the
27 event of an appeal. In the event the last day falls on a Sunday or legal holiday, the last due
28 date prior to becoming delinquent shall be the next business day. Upon becoming delinquent,
29 a delinquency fee equal to ten percent (10%) of the total impact fee imposed shall be
30 assessed. Such total impact fee, plus delinquency fee, shall bear interest at the statutory rate
31 for final judgments calculated on a calendar day basis, until paid.

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1 (d) Should the impact fee become delinquent, the City shall serve, by certified mail return receipt
2 requested, a "Notice of Lien" upon the delinquent applicant if the building is under
3 construction at the address indicated in the application for the building permit, and upon the
4 delinquent owner at the address appearing on the most recent records maintained by the
5 Property Appraiser of Broward County. The notice of lien shall notify the delinquent
6 applicant and owner that due to their failure to pay the impact fee, the City shall file a Claim
7 of Lien with the Clerk of the Circuit Court in and for Broward County.

8 (e) Upon mailing of the notice of lien, the City Attorney shall file a claim of lien with the Clerk
9 of the Circuit Court in and for Broward County for recording in the Official Records of
10 Broward County. The claim of lien shall contain the legal description of the property, the
11 amount of the delinquent impact fees and the date of their imposition. Once recorded, the
12 claim of lien shall constitute a lien against the property described therein. The City Attorney
13 shall proceed expeditiously to collect or otherwise enforce said lien.

14 (f) After the expiration of six months from the date of recording of the claim of lien, as provided
15 herein, a suit may be filed to foreclose said lien. Such foreclosure proceedings shall be
16 instituted, conducted and enforced in conformity with the procedures for the foreclosure of
17 municipal special assessment liens, as set forth in F.S. §§173.04 - 173.12, inclusive, which
18 provisions are hereby incorporated herein in their entirety to the same extent as if such
19 provision were set forth herein verbatim.

20 (g) The liens for delinquent impact fees imposed hereunder shall remain liens, coequal with the
21 lien of all state, county, district and municipal taxes, superior in dignity to all other
22 subsequently filed liens and claims, until paid as provided herein.

23 (h) The collection and enforcement procedures set forth in this Section shall be cumulative with,
24 supplemental to and in addition to, any applicable procedures provided in any other
25 ordinances or administrative regulations of the City or any applicable law or administrative
26 regulation of the State of Florida. Failure of the City to follow the procedure set forth in this
27 Section shall not constitute a waiver of its rights to proceed under any other ordinances or
28 administrative regulations of the City or any applicable law or administrative regulation of
29 the State of Florida.

30 **(E) Individual assessment of impact fees.**

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- 1 (1) Any applicant prior to or in conjunction with the submission of an application for a building
2 permit or within 30 days of the date of payment of impact fees, may petition the City Manager or
3 City Manager’s designee for a determination that: i) the amount of the impact fees imposed on the
4 new development is inappropriate based on the specific land use category applied to the
5 residential or nonresidential development and/or based on the amount of development used to
6 calculate the impact fees and/or based on the service units, as identified in the Technical Report,
7 to be generated by the applicant's new development as documented by studies and data supported
8 by qualified experts, or ii) the impact fees are otherwise unlawfully imposed. The petition shall
9 specify in detail the basis on which the applicant asserts that the amount of the impact fees is
10 inappropriate or unlawful.
- 11 (2) The petition shall be on a form provided by the City and shall, at a minimum, include:
12 identification of the disputed factor(s), a detailed statement asserting the basis for the dispute, the
13 data relied upon by the petitioner, a detailed statement by a qualified professional engineer,
14 planner or other appropriate professional, and, if filed after payment of impact fees, a dated
15 receipt for payment of the impact fees issued by the City's Community Development Services
16 Department. The applicant/petitioner shall be responsible for all costs incurred by the City in
17 reviewing and evaluating the petition, including but not limited to, staff time and costs of outside
18 consultants used at the discretion of the City. Failure to timely file a petition for impact fee
19 determination shall waive any right to challenge, review or recalculate the impact fee payment.
- 20 (3) Within 15 business days of receipt of an individual assessment analysis, the City Manager or City
21 Manager’s designee shall determine if the individual assessment analysis is complete. If the City
22 Manager or City Manager’s designee determines the application is not complete, they shall send a
23 written statement specifying the deficiencies by mail to the person submitting the application.
24 Until the deficiencies are corrected, the City Manager or City Manager’s designee shall take no
25 further action on the application.

1 (4) When the City Manager or City Manager's designee determines the individual assessment
2 analysis is complete, they shall review it within 30 business days. The City Manager or City
3 Manager's designee shall approve the proposed fee if they determine that the data, factors, and
4 methodology used to determine the proposed impact fee are professionally acceptable and fairly
5 assess the costs for capital improvements to the City's public facilities systems that are
6 necessitated by the proposed development if the facilities are to be maintained at adopted levels
7 of service. If the City Manager or City Manager's designee determines that the data, factors, or
8 methodology are unreasonable, the proposed fee shall be denied, and the developer shall pay the
9 impact fees according to the schedule established in Section 080-080 of the ULDR or as set by
10 the City Manager or City Manager's designee, if the use had not previously been identified in the
11 fee schedule.

12 (5) Any applicant may appeal the City Manager's or City Manager's designee's decision on an
13 individual assessment analysis by filing a petition to the City Commission of the City consistent
14 with subsection 080-070(J) of the ULDR.

15 (F) **Credits.**

16 (1) Any person who initiates any development may apply for a credit against the impact fees imposed
17 by this Section for any contribution, payment, construction, or dedication of land accepted and
18 received by the City for public facilities, not otherwise required in order to obtain development
19 approval, consistent with the Comprehensive Plan, including all public facilities capital costs.

20 (2) No credit shall exceed the impact fee imposed by this Section for the proposed development,
21 unless the applicant provides public facility capacity in excess of the fair share demand created by
22 its proposed development.

23 (3) Development agreements entered into prior to the adoption of this Section which contained public
24 facility improvements may be entitled to a credit under the provisions of this Section if the
25 improvement is a public facility and is consistent with the Comprehensive Plan.

26 (4) Except as limited above, if an applicant is entitled to a credit, such credit shall be equal to the
27 dollar for dollar value of the cost of the public facilities contributed, paid for, constructed, or
28 dedicated to the City, based on the following criteria:

29 (a) The actual cost, or estimated cost of improvements based on recent bid sheet information of
30 the City; and

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- 1 (b) A qualified appraisal of the fair market value of any land.
- 2 (5) The property owner shall initiate a determination of entitlement to credit by submitting a
3 proposed credit agreement to the City Manager or City Manager's designee. The credit
4 agreement shall include the following information:
- 5 (a) A proposed plan of specific public facility improvements, prepared and certified by a duly
6 qualified and licensed Florida engineer; and
- 7 (b) The estimated costs for the suggested public facilities improvements consistent with the
8 definition of public facilities capital costs, which shall be based on local information for
9 similar public facilities improvements, along with a construction timetable for the completion
10 of such improvements.
- 11 (6) The proposed credit agreement shall be prepared by qualified professionals in the field of
12 planning and/or engineering, impact analysis, and economics, as related to the particular impact
13 fee to be credited.
- 14 (7) Within 15 business days of receipt of the proposed credit agreement, the City Manager or City
15 Manager's designee shall determine if the proposal is complete. If it is determined that the
16 proposed credit agreement is not complete, the City Manager or City Manager's designee shall
17 send a written statement to the applicant outlining the deficiencies. The City Manager or City
18 Manager's designee shall take no further action on the proposed credit agreement until all
19 deficiencies have been corrected or otherwise settled.
- 20 (8) Once the City Manager or City Manager's designee determines the credit agreement is complete,
21 they shall review it within 30 business days, and shall recommend to the City Commission that
22 the proposed credit agreement be approved if it is determined that the proposed public facility
23 improvement is consistent with the Comprehensive Plan, and the proposed costs for the suggested
24 public facility improvement are professionally acceptable and fairly assess the cost for the capital
25 improvement. If the City Manager or City Manager's designee determines that either the
26 suggested public facilities improvement is not consistent with the Comprehensive Plan or that the
27 proposed costs are not acceptable, they shall propose a suggested public facility improvement
28 similar to that proposed, but consistent with the provisions of this Section.

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1 (9) If the proposed credit agreement is approved by the City Commission, a credit agreement shall be
2 prepared and signed by the applicant and the City. The credit agreement shall specifically outline
3 the public facility improvement that will be constructed by the applicant, the time by which it
4 shall be completed, and the dollar credit the applicant shall receive for construction of the public
5 facilities improvement.

6 (10) Within 14 days after execution by the City, the credit agreement shall be recorded in the Broward
7 County public records.

8 (11) If the City increases its impact fee rates, the holder of any impact fee credits, whether such credits
9 are granted under F.S. §§ 163.3180 or 380.06, or otherwise, which were in existence before the
10 increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as
11 of the date it was first established. This subsection (F) shall operate prospectively and not
12 retrospectively.

13 (12) Impact fee credits are assignable and transferable at any time after establishment from one
14 development or parcel to any other within the City and which receives benefits from the
15 improvement or contribution that generated the credits.

16 **(G) Use of funds collected; impact fee accounts.**

17 (1) Impact fees collected pursuant to this Section shall be used solely for the purpose of acquisition,
18 expansion, and development of the public facilities identified in the Comprehensive Plan, the
19 need for which results from and the provision of which will benefit new development paying
20 impact fees. Allowable expenditures include, but are not limited to:

21 (a) Public facilities and public facilities capital costs identified in the Comprehensive Plan to
22 benefit new users;

23 (b) Repayment of monies transferred or borrowed from any budgetary fund of the City which
24 were used to fund the acquisition, expense and development of the public facilities identified
25 in the Comprehensive Plan where the use of the monies is reasonably connected to, or has a
26 rational nexus with, the increased impact on the public facilities generated by the new
27 residential or nonresidential construction;

28 (c) Payment of principal and interest, necessary reserves and costs of issuance under any bonds
29 or other indebtedness issued by the City to provide funds for acquisition, expansion and
30 development of public facilities identified in the Comprehensive Plan;

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1 (d) Administration of the City's impact fee program to the extent that such administration costs
2 do not exceed actual costs of such administrative activities.

3 (2) Impact fees collected shall be encumbered for the construction of public facilities within seven
4 years of the date of collection.

5 (3) In order to ensure that impact fee revenues are earmarked and spent solely for the expansion of
6 public facilities necessary to offset the impacts of new development, the following provisions
7 apply:

8 (a) The City shall establish and maintain separate impact fee accounts for each public facility for
9 which an impact fee is collected, in accordance with the provisions of this Section.

10 (b) Impact fees shall be spent solely for the public facility category for which they were
11 collected.

12 (c) Any amounts in an impact fee account not immediately necessary for expenditure shall be
13 invested in an interest bearing account and all interest income derived from such investments
14 shall be deposited in the impact fee account.

15 (4) Impact fee revenues shall remain segregated from other City funds and only impact fees and
16 accrued interest shall be maintained in the impact fee accounts.

17 (5) Amounts withdrawn from an impact fee account must be used solely in accordance with the
18 provisions of this Section. Amounts on deposit in an impact fee account shall not be used for any
19 expenditure that would be classified as a maintenance, operations, or repair expense or to address
20 existing deficiencies in public facilities.

21 **(H) Refunds.**

22 (1) Any impact fee collected may be returned to the fee payer if the approved development is
23 canceled due to non-commencement of construction before the funds have been spent or
24 encumbered. Refunds may be made in accordance with this Section provided the present owner
25 of the approved development files a petition for a refund within six months from the date of non-
26 commencement.

27 (2) A refund application shall include the following information:

28 (a) A notarized sworn statement that the fee payer paid the impact fee for the property and the
29 amount paid;

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1 (b) A copy of the dated receipt issued by the City for payment of the fee;

2 (c) A certified copy of the latest recorded deed for the property; and

3 (d) A copy of the most recent ad valorem tax bill.

4 (3) Within fifteen (15) business days of receipt of a refund application, the City Manager or City
5 Manager's designee shall determine if it is complete. If the City Manager or City Manager's
6 designee determines the refund application is not complete, they shall send a written statement
7 specifying the deficiencies by mail to the person submitting the refund application. Unless the
8 deficiencies are corrected, the City Manager or City Manager's designee shall take no further
9 action on the refund application.

10 (4) When the City Manager or City Manager's designee determines the refund application is
11 complete, they shall review it within thirty (30) business days, and shall approve the proposed
12 refund if they determine that the City has not spent or encumbered an impact fee within seven (7)
13 years from the date the fees were paid.

14 (5) When the refund application is approved, the money shall be returned with interest actually
15 accrued, less any administrative charges (which will be limited to actual costs) paid to offset the
16 City's costs of collection.

17 (6) Any fee payer may appeal the City Manager's or City Manager's designee's written decision on a
18 refund application by filing a petition with the City Commission consistent with subsection 080-
19 070(J).

20 **(I) Updating, indexing, annual reporting, and audits.**

21 (1) At least once every five years, the City shall update the Technical Report which provides the
22 basis for the impact fees imposed under this Section.

23 (2) Audits of the City's financial statements, which are performed by a certified public accountant
24 pursuant to F.S. §218.39, and submitted to the auditor general, must include an affidavit signed
25 by the Finance Director, in compliance with the requirements of F.S. §163.31801. The City will
26 provide for annual accounting and reporting of impact fee collections and expenditures and will
27 account for the revenues and expenditures of such impact fee in a separate accounting fund.

28 (3) All updates and annual adjustments to this Section shall comply with statutory requirements for
29 notice and publication.

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1 **(J) Appeals.**

2 (1) Initiation. A fee payer may appeal a final decision of the City Manager made pursuant to this
3 Section or any provision of this Section to the City Commission, by filing an appeal, in writing,
4 with the City Clerk, within twenty (20) calendar days of the decision. The appeal shall include a
5 written notice stating and specifying briefly the grounds of the appeal. The City Clerk shall place
6 the appeal on the City Commission's agenda for a regularly scheduled meeting or a special
7 meeting called for that purpose, and forward the record of the matter that is on appeal to the City
8 Commission.

9 (2) Record. The record considered by the City Commission shall be the record of the application
10 associated with the final decision being appealed from and any other documents related to the
11 decision.

12 (3) Notice. The City Clerk shall provide the applicant at least fifteen (15) calendar days notice of the
13 Appeal before the City Commission by mail or hand delivery.

14 (4) Hearing on Appeal. At the hearing on the appeal, the City Commission shall provide the
15 appellant an opportunity to identify the grounds for the appeal and the basis for the City
16 Manager's alleged error on the decision, based on the record. To the extent relevant, the City
17 Manager whose decision is being appealed from shall be allowed to respond, based on the record.
18 After the presentations, the City Commission may hear from any other person(s) it deems
19 appropriate, and then based on the testimony heard at the hearing and the record affirm, modify,
20 or reverse the decision of the City Manager or the provision of this Section.

21 (5) Standards. To reverse a decision of a City official, the City Commission shall find that there is a
22 clear and demonstrable error in the application of the facts in the record to the applicable
23 standards set forth in this Section. If the City Commission reverses or modifies the decision, it
24 shall provide the City official clear direction on the proper decision. In no case shall the City
25 Commission have the authority to negotiate the amount of the impact fees or waive the impact
26 fees otherwise specified in this Section. The decision of the City Commission shall be final.

27 (6) Form of Decision. The City Commission's decision on the appeal shall be in writing, and include
28 findings of fact and the application of those facts to the relevant standards.

29 **Section 4:** Article 80, Section 080-080 of the City's Unified Land Development Regulations
30 (ULDRs) of the City of Wilton Manors, is amended as follows:

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1 **Sec. 080-080. Police and fire Imposition of impact fees.**

2 The following impact fees are hereby levied on all new development, as set forth in Section 080-
 3 ~~070(C):(A) ——— Collection Fees. The police and fire impact fees required pursuant to Subsection~~
 4 ~~(B), below, shall be paid prior to the issuance of a building permit. All fees shall be deposited in a~~
 5 ~~non lapsing trust fund and expended only in accordance with the terms of this Section.~~

6 ~~(B) Amount of Fees. Fees shall be collected according to the following schedule:~~

(1) Residential police impact	\$91.50 per residential unit fee
(2) Non-residential police impact fee	\$61.00 per 1,000 SF
(3) Residential fire impact fee	\$60.00 per residential unit
(4) Non-residential fire impact fee	\$40.00 per 1,000 SF

7 ~~(C) Expenditure of Funds. The expenditure of funds will be restricted to the acquisition, expansion and~~
 8 ~~development of service facilities for new users of police and fire services in a manner consistent~~
 9 ~~with the principles set forth in Contractor's and Builder's Association vs. City of Dunedin, 329 So.2d~~
 10 ~~314 (Fla. 1976), and shall otherwise be consistent with all requirements of the Constitutions of the~~
 11 ~~United States and the State of Florida and all applicable Florida laws. All funds shall be expended~~
 12 ~~within the zone from which the fees are collected. The funds collected pursuant to this Section will~~
 13 ~~be kept in a non lapsing trust fund and such funds shall be specifically earmarked to be spent~~
 14 ~~according to the terms of this Section.~~

Police Impact Fee		
Land Use	Attributes	12-12-2022
Single Family	Per square foot	\$0.191 \$0.191
Multi-Family	Per square foot	\$0.360 \$0.360
Industrial/Warehouse	Per square foot	\$0.034 \$0.034
Hotel	Per room	\$133.00 \$133.00
Institutional	Per square foot	\$0.074 \$0.074
Office Building	Per square foot	\$0.252 \$0.252
Retail	Per square foot	\$0.694 \$0.694
Restaurant/Bar	Per square foot	\$2.095 \$2.095

15

Fire Impact Fee					
Land Use	Attributes	12-12-2022	12-12-2023	12-12-2024	12-12-2025
Residential	Per dwelling unit	\$60.00	\$70.00	\$80.00	\$90.00
Commercial	Per 1,000 square feet	\$0.040	\$0.047	\$0.053	\$0.060

16

Parks and Recreation Impact Fee		
Land Use	Attributes	12-12-2022
Single Family	Per square foot	\$1.073
Multi-Family	Per square foot	\$2.011

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<u>Library Impact Fee</u>		
<u>Land Use</u>	<u>Attributes</u>	<u>12-12-2022</u>
<u>Single Family</u>	<u>Per square foot</u>	<u>\$0.056</u>
<u>Multi-Family</u>	<u>Per square foot</u>	<u>\$0.104</u>

2

<u>General Government Impact Fee</u>		
<u>Land Use</u>	<u>Attributes</u>	<u>12-12-2022</u>
<u>Single Family</u>	<u>Per square foot</u>	<u>\$0.260</u>
<u>Multi-Family</u>	<u>Per square foot</u>	<u>\$0.491</u>
<u>Industrial/Warehouse</u>	<u>Per square foot</u>	<u>\$0.047</u>
<u>Hotel</u>	<u>Per room</u>	<u>\$181.00</u>
<u>Institutional</u>	<u>Per square foot</u>	<u>\$0.101</u>
<u>Office Building</u>	<u>Per square foot</u>	<u>\$0.344</u>
<u>Retail</u>	<u>Per square foot</u>	<u>\$0.948</u>
<u>Restaurant/Bar</u>	<u>Per square foot</u>	<u>\$2.861</u>

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4

(1) Police facilities impact fee.

5

(a) A police facilities impact fee shall be assessed and collected from new development, pursuant to all applicable provisions of this Article, in accordance with the fee schedule.

6

7

(b) There is hereby established a police facilities impact fee account into which all police facilities impact fees collected shall be deposited. Police facilities impact fee revenues shall be spent only on police facilities and police facilities capital costs as provided in this Article.

8

9

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(2) Fire facilities impact fee.

11

(a) A fire facilities impact fee shall be assessed and collected from new development, pursuant to all applicable provisions of this Article, in accordance with the fee schedule.

12

13

(b) There is hereby established a fire facilities impact fee account into which all fire facilities impact fees collected shall be deposited. Fire facilities impact fee revenues shall be spent only on fire facilities and fire facilities capital costs as provided in this Article.

14

15

16

(3) Parks and recreation impact fee.

17

(a) A parks and recreation impact fee shall be assessed and collected from new development, pursuant to all applicable provisions of this Section, in accordance with the fee schedule.

18

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1 (b) There is hereby established a parks and recreation impact fee account into which all parks and
2 recreation impact fees collected shall be deposited. Parks and recreation impact fee revenues
3 shall be spent only on parks and recreation facilities and parks and recreation facilities capital
4 costs as provided in this Section.

5 (c) Alternate parks and recreation impact fee:

6 (i) In the event an applicant believes that the impact to the City park system caused by the
7 residential construction is less than the impact established in the Technical Report and the
8 fees provided in this Section, such applicant may, prior to issuance of a building permit
9 for such residential construction, file an alternative Technical Report with the City
10 Manager. The City Manager shall review the alternative calculations and make a
11 determination within forty-five (45) days of submittal as to whether such calculations
12 comply with the requirements of this Section.

13 (ii) For purposes of any alternative park impact fee calculation, the residential construction
14 shall be presumed to have the maximum impact on the City park system.

15 (iii) The alternative park impact fee calculation shall be based on data, information or
16 assumptions contained in this Article and the Technical Report or independent sources,
17 provided that:

18 (1) The independent source is a generally accepted standard source of planning
19 information and cost impact analysis performed pursuant to a generally accepted
20 methodology of planning and cost impact analysis which is consistent with the
21 Technical Report; or

22 (2) The independent source is a local study supported by a data base adequate for the
23 conclusions contained in such study performed pursuant to a generally accepted
24 methodology of planning and cost impact analysis which is consistent with the
25 Technical Report.

26 (iv) If the City Manager determines that the data, information and assumptions utilized by the
27 applicant comply with the requirements of this Section and that the calculation of the
28 alternative park impact fee was by a generally accepted methodology that is consistent

1 with the Technical Report, then the alternative park impact fee shall be paid in lieu of the
2 fees adopted in this Section.

3 (v) If the City Manager determines that the data, information and assumptions utilized by the
4 applicant to compute an alternative park impact fee do not comply with the requirements
5 of this Section, then the City Manager shall provide to the applicant by certified mail,
6 return receipt requested, written notification of the rejection and the reasons therefore.

7 (4) Library facilities Impact Fee.

8 (a) A library facilities impact fee shall be assessed and collected from new development,
9 pursuant to all applicable provisions of this Article, in accordance with the fee schedule.

10 (b) There is hereby established a library facilities impact fee account into which all library
11 facilities impact fees collected shall be deposited. Library facilities impact fee revenues shall
12 be spent only on library facilities and library facilities capital costs as provided in this Article.

13 (5) General government facilities Impact Fee.

14 (a) A general government facilities impact fee shall be assessed and collected from new
15 development, pursuant to all applicable provisions of this Article, in accordance with the fee
16 schedule.

17 (b) There is hereby established a general government facilities impact fee account into which all
18 general government facilities impact fees collected shall be deposited. General government
19 facilities impact fee revenues shall be spent only on general government facilities and general
20 government facilities capital costs as provided in this Article.

21 **Section 5:** **Codification.** It is the intention of the City Commission of the City of

22 Wilton Manors, and it is hereby ordained that the provisions of this Ordinance shall become and be made
23 a part of the Code and Ordinances of the City of Wilton Manors, Florida, and that Sections of this
24 Ordinance may be renumbered, re-lettered and the word “Ordinance” may be changed to “Section,”
25 “Article,” or such other word or phrase in order to accomplish such intention. Chapter 9.5 of the Code of

1 Ordinances, which has been deleted in its entirety by this ordinance, shall be designated as reserved by
2 the Codifier.

3 **Section 6: Severability.** If any clause, section, or other part of this Ordinance
4 shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such
5 unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of
6 the other provisions of this Ordinance.

7 **Section 7: Conflicts.** That all Ordinances or parts of Ordinances, Resolutions, or parts
8 of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

9 **Section 8. Effective Date.** That this Ordinance shall take effect 90 days after adoption.

10 **PASSED ON FIRST READING BY THE CITY COMMISSION OF THE CITY OF WILTON**
11 **MANORS, FLORIDA, THIS 23rd DAY OF AUGUST, 2022.**

12
13 **PASSED AND ADOPTED ON SECOND AND FINAL READING BY THE CITY COMMISSION**
14 **OF THE CITY OF WILTON MANORS, FLORIDA THIS 13th DAY OF September, 2022.**

15
16
17 CITY OF WILTON MANORS, FLORIDA

18
19
20 By: 
21 SCOTT NEWTON, MAYOR

22
23 ATTEST: RECORD OF COMMISSION VOTE: 1ST
24 Reading

25
26
27 
28 FAITH LOMBARDO
29 CITY CLERK

30 MAYOR NEWTON
31 VICE MAYOR ROLLI
32 COMMISSIONER BRACCHI
COMMISSIONER CAPUTO
COMMISSIONER RESNICK



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1
2 I HEREBY CERTIFY that I have
3 approved the form of this Ordinance.
4

5 /s/ Kerry L. Ezrol
6 KERRY L. EZROL, ESQ.
7 CITY ATTORNEY

8 RECORD OF COMMISSION VOTE: 2ND
9 Reading

10
11 MAYOR NEWTON
12 VICE MAYOR ROLLI
13 COMMISSIONER BRACCHI
14 COMMISSIONER CAPUTO
15 COMMISSIONER RESNICK

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