

**MARGATE, FLORIDA**  
**RESOLUTION NO. 15-033**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA, AUTHORIZING THE SETTLEMENT OF THE LITIGATION STYLED *CITY OF SUNRISE, ET. AL. VS. BROWARD COUNTY*; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT WITH BROWARD COUNTY; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A SETTLEMENT PROCEEDS DISTRIBUTION AGREEMENT WITH THE SETTLING MUNICIPALITIES.

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**WHEREAS**, the City of Margate (the "City") was a party to the November 1986 Interlocal Agreement with Broward County (the "County") for Solid Waste Disposal Service, as amended (the "Interlocal Agreement"); and

**WHEREAS**, the Interlocal Agreement provided for the creation of the Broward Solid Waste Disposal District (the "District") and required the participating governmental entities to send the solid waste generated within their boundaries to be transported, delivered and disposed of at designated District waste disposal facilities; and

**WHEREAS**, the participating governmental entities directed solid waste generated within their boundaries to be disposed of at the designated District waste disposal facilities;

**WHEREAS**, the Interlocal Agreement expired on July 2, 2013; and

**WHEREAS**, Section 15.2 of the Interlocal Agreement provided for the equitable distribution of the assets and liabilities of the District to the participating governmental entities and the County upon the expiration of the Interlocal Agreement; and

**WHEREAS**, the participating governmental entities and the County disagreed as to the identification and distribution of the assets and liabilities of the District; and

**WHEREAS**, the City, together with seventeen other participating governmental entities, are plaintiffs (the "Plaintiff Municipalities") in the litigation styled *City of Sunrise et. al. v Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660 (the "Litigation"),

which seeks a declaration regarding the assets and liabilities subject to equitable distribution; and

**WHEREAS**, on January 17, 2014, the parties to the Litigation held a joint public meeting of elected officials pursuant to Chapter 164, Fla. Stat., and agreed to proceed with mediation; and

**WHEREAS**, the Plaintiff Municipalities and the County participated in the mediation process and initially reached an impasse; and

**WHEREAS**, thereafter, representatives of the parties to the Litigation entered into negotiations regarding the terms of a possible settlement; and

**WHEREAS**, the Plaintiff Municipalities and the County have negotiated a Settlement Agreement, attached as Exhibit "A", (the "Settlement Agreement") to settle the Litigation under the terms and conditions set forth in the Settlement Agreement; and

**WHEREAS**, the Settlement Agreement provides for the County to make certain payments into a trust account designated by the Plaintiff Municipalities (the "Trust Account"), and funds deposited into the Trust Account by the County (the "Trust Account Funds") are to be distributed to the Settling Municipalities pursuant to an agreement among the Settling Municipalities that provides for pro rata allocation of expenses and pro rata distribution of funds based upon the 2012 Tonnage Schedule; and

**WHEREAS**, in February and March of 2015, the Settlement Agreement was approved by the City of Sunrise, the City of Weston, the City of Miramar, the City of Hollywood, and the City of Fort Lauderdale; and

**WHEREAS**, on April 7, 2015, the Settlement Agreement was approved by Broward County; and

**WHEREAS**, in order to implement the Settlement Agreement, the City and the other participating governmental entities that approve and execute the Settlement Agreement (collectively, the "Settling Municipalities") have negotiated a Settlement Proceeds Distribution Agreement, attached as Exhibit "B", (the "Settling Municipalities Agreement") to provide for the pro rata allocation of expenses and pro

rata distribution of Trust Account Funds under the terms and conditions set forth in the Settling Municipalities Agreement.

NOW, THEREFORE BE IT RESOLVED by the City Commission of the City of Margate, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The City Commission authorizes the settlement of the Litigation under the terms and conditions set forth in the Settlement Agreement.


Section 3: The Mayor and City Manager are authorized to execute the Settlement Agreement with the County, attached as Exhibit "A," and the Settling Municipalities Agreement with the Settling Municipalities, attached as Exhibit "B", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the settlement authorized in this Resolution and the intent of this Resolution.

Section 5: This Resolution shall take effect upon its adoption.

PASSED, ADOPTED AND APPROVED THIS 15<sup>th</sup> day of APRIL, 2015.

ATTEST:

  
\_\_\_\_\_  
JOSEPH J. KAVANAGH  
CITY CLERK

  
\_\_\_\_\_  
MAYOR JOANNE SIMONE

RECORD OF VOTE

Peerman	<u>Yes</u>
Talerico	<u>Yes</u>
Bryan	<u>Yes</u>
Ruzzano	<u>Yes</u>
Simone	<u>Yes</u>

## **SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (the "Agreement") is made and entered into as of the Effective Date (as defined below) by and between Broward County, Florida, a political subdivision of the State of Florida, (the "County") and the City of Sunrise, the City of Weston, the City of Hollywood, the City of Fort Lauderdale, the City of Lauderhill, the Town of Lauderdale-By-The-Sea, the City of Lighthouse Point, the City of Tamarac, the Town of Davie, the City of Plantation, the City of Coconut Creek, the City of Deerfield Beach, the City of Miramar, the City of Margate, the City of Cooper City, the City of North Lauderdale, the City of Coral Springs, and the Town of Southwest Ranches, all political subdivisions of the State of Florida, (individually each is a "Plaintiff Municipality," collectively, the "Plaintiff Municipalities") and any non-plaintiff municipalities that were party to the November 1986 Interlocal Agreement with Broward County for Solid Waste Disposal Service, as amended, (the "Interlocal Agreement") that timely approve and execute this Agreement (individually each is a "Non-Plaintiff ILA Municipality," collectively, the "Non-Plaintiff ILA Municipalities") (collectively, the Plaintiff Municipalities and Non-Plaintiff ILA Municipalities that timely approve and execute this Agreement are the "Settling Municipalities").

### **RECITALS:**

**WHEREAS**, the Interlocal Agreement provided for the creation of the Broward Solid Waste Disposal District (the "District") and required the participating governmental entities to send the solid waste generated within their boundaries to be transported, delivered, and disposed of at designated District waste disposal facilities;

**WHEREAS**, the participating governmental entities directed solid waste generated within their boundaries to be disposed of at the designated District waste disposal facilities;

**WHEREAS**, the tonnage directed to District waste disposal facilities in 2012 by the parties to the Interlocal Agreement is reflected in the 2012 Tonnage Schedule, attached and incorporated into this Agreement by this reference as Exhibit "A" (the "2012 Tonnage Schedule");

**WHEREAS**, the Interlocal Agreement expired on July 2, 2013;

**WHEREAS**, Section 15.2 of the Interlocal Agreement provided for the equitable distribution of the assets and liabilities of the District to the participating governmental entities and the County (including the unincorporated portions of Broward County) upon the expiration of the Interlocal Agreement;

**WHEREAS**, the Plaintiff Municipalities and the County disagreed as to the identification and distribution of the assets and liabilities of the District;

**WHEREAS**, on June 28, 2013, the Plaintiff Municipalities filed a lawsuit against the County in the litigation styled *City of Sunrise et. al. v Broward County*, 17th Judicial Circuit Court Case No. CACE-013-

015660 (the "Litigation"), which sought a declaration regarding the assets and liabilities subject to equitable distribution;

**WHEREAS**, on January 17, 2014, the parties to the Litigation held a joint public meeting of elected officials pursuant to Chapter 164, Fla. Stat., and agreed to proceed with mediation;

**WHEREAS**, the Plaintiff Municipalities and the County participated in the mediation process and initially reached an impasse;

**WHEREAS**, thereafter, representatives of the parties to the Litigation entered into negotiations regarding conceptual terms of a possible settlement; and

**WHEREAS**, the Settling Municipalities and the County desire to fully and finally settle the Litigation under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed upon, the parties agree as follows:

1. **Recitals**: The above recitals are true and correct and are incorporated into this Agreement by this reference.

2. **Real Property**:

A. Identification of Properties.

1. *South Resource Recovery Site including the Ash Monofill*. The South Resource Recovery Site including the Ash Monofill (which includes property appraiser parcel numbers 504125200010, 504125200020, and 504125200021, and all property upon which the south resource recovery facility, including the ash monofill, plant, and related improvements are located), all as depicted in Exhibit "B" attached and incorporated into this Agreement by this reference (the "Ash Monofill");

2. *BIC Landfill*. The Broward Interim Contingency Landfill a/k/a Southwest Regional Landfill, including property appraiser parcel number 513903030010, as depicted in Exhibit "C" attached and incorporated into this Agreement by this reference (the "BIC Landfill");

3. *Mitigation Properties*. All mitigation properties associated with the Ash Monofill and BIC Landfill, as set forth in the documents attached and incorporated into this Agreement by this reference as Exhibit "D" (the "Mitigation Properties"); and

4. *Alpha 250*. Alpha 250 North, Parcel E, as shown in the plat for Alpha 250 North, recorded in Plat Book 180 at page 14 of the Public Records of Broward County, Florida, as depicted on the aerial attached and incorporated into this Agreement by this reference as Exhibit "E" ("Alpha 250").

B. Treatment of Properties.

1. *County Retained Properties.* The Settling Municipalities and the County acknowledge and agree that the Ash Monofill, BIC Landfill, and the Mitigation Properties (collectively, the "Retained Properties") are owned and shall continue to be owned by the County, and the Settling Municipalities renounce any right in and to the Retained Properties, except as expressly stated in this Agreement and except for any current, express, contractual right to use any Retained Property for solid waste disposal for the length of the contractual period.
  2. *County Use of Retained Properties.* As owner of the Retained Properties, the County has the right to use the Retained Properties and any and all revenues derived therefrom, to make the Retained Properties available for the use of others (including, for consideration, under contracts for solid waste disposal), and to convey or dispose of the Retained Properties (subject to the limitations and terms stated in Section 2(C) of this Agreement) on the terms and conditions determined by the County in its sole discretion (subject to any legal prohibitions or requirements).
  3. *Sale of Alpha 250.* The Settling Municipalities and the County agree that Alpha 250 shall be sold (or paid for by the County) subject to the terms and conditions of Section 4 of this Agreement with all proceeds to be distributed as provided in Section 4.
- C. *Restriction on Sale of BIC Landfill.* The County shall not sell the BIC Landfill within 10 years after the Effective Date (as defined below), except with the prior written consent of each and every Settling Municipality. Any lease of over 50% of the BIC Landfill for a period exceeding thirty (30) years (including renewal options) shall be deemed to be a sale. Except with regard to a lease deemed to be a sale as provided in the preceding sentence, the parties agree that nothing in this Agreement or in any prior agreement between any of the parties hereto limits the County's right, at any time, to lease any portion of the BIC Landfill to generate revenue, provided that any lease payments received within ten (10) years after the Effective Date shall be used to pay for regional solid waste disposal facilities (acquisition, operation, maintenance, etc.) or services including, if desired by the County, regional recycling services. Within sixty (60) days after the Effective Date, the County shall record, in the Official Real Property Records of Broward County, Florida, a Memorandum of Settlement Agreement providing the Effective Date and stating the terms of this paragraph.

3. **Cash Payment to Settling Municipalities:** Within 30 days after the Effective Date, the County shall pay \$32,000,000 (Thirty-Two Million Dollars) less the deductions stated in Section 3(A) and (B) below (\$32,000,000 minus the deductions stated below is the "Cash Amount") into a trust account designated by the Plaintiff Municipalities, which funds shall be distributed as provided in Section 3(C) below.

A. *Unincorporated Area Deduction.* The County's pro rata share allocation (1.2871%) for the unincorporated area based on the 2012 Tonnage Schedule shall be deducted and retained by the County.

B. *Non-Settling ILA Municipality Deduction.* It is anticipated that some or all of the 8 municipalities that were a party to the Interlocal Agreement that are not a party to the Litigation will approve and execute this Agreement. For any of these eight municipalities that do not timely approve and execute this Agreement, and, with regard to the waiver referenced in Section 11(C) below, for any Plaintiff Municipality that does not timely approve and execute this Agreement (each is a "Non-Settling ILA Municipality"), their pro rata share (based on the 2012 Tonnage Schedule) shall be deducted and shall be retained by the County (nothing herein restricts the County's right, or requires the County, to distribute any of such funds to any Non-Settling ILA Municipality).

C. *Distribution of Cash Amount.* The Cash Amount shall be distributed to the Settling Municipalities pursuant to the terms of a separate agreement among the Settling Municipalities (which shall provide for pro rata allocation of expenses and pro rata distribution based upon the 2012 Tonnage Schedule) (the "Settling Municipalities Agreement").

**4. Alpha 250 Property Sale:**

A. Alpha 250 is currently vacant and undeveloped, and has not been used for any solid waste disposal purposes. If the County retains Alpha 250, it could potentially be used as a transfer station. The parties acknowledge that the sale of Alpha 250 contemplated by this Agreement would make the property unavailable for use by the County as a future transfer station, although any purchaser of the Alpha 250 property could potentially put the property to such use.

B. *Removal of Deed Restrictions.* Within 45 days after the Effective Date (or at the first County Commission public hearing thereafter if a delay is necessary due to a County Commission recess), and in accordance with all public hearing requirements, the County agrees to remove the deed restrictions placed on Alpha 250 pursuant to the Declaration of Covenants and Restrictions dated June 4, 2013. Additionally, to the extent practicable, the County shall work with the Settling Municipalities to address any and all other title encumbrances or restrictions within the County's control that may negatively impact the market value of Alpha 250.

C. *Sale of Alpha 250.* The County and the Settling Municipalities agree to use their best efforts (and to take all reasonable steps) to sell Alpha 250. The County shall conduct the sales process by sealed competitive bid to the highest responsive and responsible bidder, with input (regarding the solicitation specifications) from the Mayors of Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston, in accordance with Section 1-4 of the Broward County Code and

applicable state law. The County shall commence the sales process within 60 days after the Effective Date. To the extent permissible under applicable law, if a majority of the Mayors of Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston notify the County in writing, by email to the County Administrator and Chief Deputy County Attorney (Bertha Henry at [bhenry@broward.org](mailto:bhenry@broward.org) with a copy to Andrew Meyers at [ameyers@broward.org](mailto:ameyers@broward.org)), within fifteen (15) business days after the bid opening that they believe the sales price is inadequate, the County shall reject all bids as being too low and otherwise not in the best interest of the County. If that occurs, a second and final sales process shall commence between twelve and eighteen months thereafter (with the timing determined by the County after consideration of input from the five Mayors). In the first sales process (unless the majority of the Mayors of Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston notify the County that they believe the sales price is too low as referenced above) and, if applicable, in the second sales process, the County may reject all bids consistent with applicable law and, instead of selling Alpha 250, agree to pay the net amount that would have been realized through a sale to the highest responsible and responsive bidder. Payment of that net sales amount shall fully satisfy the County's obligations under this Agreement related to the sale of Alpha 250.

D. *Payment of Alpha 250 Sales Proceeds.* Within 30 days after the County's receipt of the Alpha 250 sales proceeds (or within 30 days after the County's decision to purchase Alpha 250 consistent with Section 4(C) above), the County shall pay into a trust account designated by the Plaintiff Municipalities an amount equal to the net proceeds from the sale (after deducting all sales related expenses, including appraisal costs), minus the County's pro rata share for the unincorporated areas based on the 2012 Tonnage Schedule (and also minus the pro rata allocation to any Non-Settling ILA Municipality). The funds paid into the referenced trust account shall be distributed to the Settling Municipalities pursuant to the terms of the Settling Municipalities Agreement (which shall provide for pro rata allocation of expenses and pro rata distribution based upon the 2012 Tonnage Schedule).

E. *Wetlands Mitigation Properties.* Pursuant to a February 24, 2009 Irrevocable License Agreement (the "License Agreement") between Broward County and Industrial Developments International, Inc. ("IDI"), IDI is required to perpetually maintain, at its expense, the wetlands mitigation properties associated with Alpha 250, which are not part of the Mitigation Properties identified in Exhibit D. The County shall assign its rights in and to the License Agreement to any purchaser of Alpha 250, and as part of the purchase transaction that purchaser shall agree to assume such maintenance obligation that is allocable to the purchased Alpha 250 parcel to the extent IDI ceases to perform the obligation.



5. **Solid Waste and ILA related Funds in County's Possession:** All remaining solid waste and Interlocal Agreement related funds currently in the possession of the County, and all future revenues generated by, resulting from, relating to, or received in connection with the Retained Properties (and Alpha 250 if the County pays for and retains it consistent with the terms of this Agreement) or generated by, resulting from, relating to, or received in connection with any agreement expressly providing for the payment of any sums to the County in connection with solid waste disposal services or facilities (except to the extent any provision of any such agreement expressly provides for the payment of any sums to any Settling Municipality), belong to the County for use by the County as it determines in its sole discretion.

6. **Liabilities Related To Use of Retained Properties:** Any and all liabilities resulting from, related to, or in connection with the past, present, or future use of any of the Retained Properties by any party to this Agreement shall be determined pursuant to applicable federal and state laws and regulations, including without limitation RCRA, CERCLA, and Chapters 376 and 403, Florida Statutes, without regard to any provision in any prior agreement between the County and that party (including any provision of the Interlocal Agreement or any amendment thereto).

7. **Release from Claims:** Each Settling Municipality hereby releases the County, and the County hereby releases each Settling Municipality, from all claims resulting from or arising out of the Interlocal Agreement (except with regard to any claim for contribution or similar claim based on any environmental contamination, which shall be addressed consistent with Section 6 above). This release does not extend to any claim based on any contract currently in effect between the County and any Settling Municipality related to solid waste disposal.

8. **Settlement of Disputed Claims:** The Settling Municipalities and the County acknowledge that this Agreement represents a settlement of disputed claims and is not an admission by either party of any wrongdoing.

9. **Dismissal of Litigation:** All Plaintiff Municipalities entering into this Agreement agree to file a Notice of Voluntary Dismissal with Prejudice in the Litigation within 5 business days after the County pays the Cash Amount in accordance with Section 3 of this Agreement.

10. **Attorney's Fees and Costs:** The Settling Municipalities and the County shall each be responsible for their own respective attorneys' fees and costs (including their own respective experts' costs) incurred as a result of the Litigation and this Agreement (except that the Settling Municipalities' respective attorneys' fees and costs, and expert costs, shall be paid by the Settling Municipalities as provided in the Settling Municipalities Agreement).

11. **Approval Process; Conditions Precedent; Effective Date:**

A. *Approval by Five Plaintiff Municipalities.* This Agreement shall be presented for approval at public Commission meetings held by Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston, and these five cities shall vote on the Agreement at public meetings by March 20, 2015 (or no later than the first City Commission public meeting thereafter if a delay is necessary due to a City Commission recess). Counsel for these municipalities shall provide email notice of the outcome of each of these votes to Andrew Meyers at [ameyers@broward.org](mailto:ameyers@broward.org) within three (3) business days after the vote occurs.

B. *County Commission Approval.* If this Agreement is approved by all five cities in accordance with Section 11(A) above, the County Commission shall vote on this Agreement at a public meeting held within 30 days after formal approval of this Agreement by the last of these five cities (or no later than the first County Commission public meeting thereafter if a delay is necessary due to a County Commission recess). If approved by the County Commission, this Agreement shall then be presented for approval at public Commission/Council meetings at each of the remaining Plaintiff Municipalities and at each other municipality that was a party to the Interlocal Agreement that wishes to consider joining this Agreement.

C. *Condition Precedent; County Waiver.* To be effective, this Agreement must be approved and executed by all Plaintiff Municipalities and the County within one hundred twenty (120) days after formal approval of this Agreement by the County Commission in accordance with Section 11(B) above. If fewer than all Plaintiff Municipalities approve and execute this Agreement, the County may waive this condition in writing within thirty (30) days after such one hundred twenty (120) day period, in which event this Agreement shall be effective with regard to all parties timely approving and executing this Agreement, and the County shall retain the pro rata distributions that would otherwise have been provided to the Plaintiff Municipality had it timely approved and executed this Agreement (without any deduction for costs or attorneys' fees).

D. *Effective Date.* The date of the last approval and execution of this Agreement by a Plaintiff Municipality, or, if not all Plaintiff Municipalities approve and execute, the date on which the County waives the condition in writing as provided in Section 11(C), is the "Effective Date" of this Agreement.

**12. Notices:** Except as otherwise specified in this Agreement, any notices required under the terms and conditions of this Agreement shall be provided in writing and sent by U.S. Mail, certified, return receipt requested, as follows:

As to County:

Bertha Henry, County Administrator  
Broward County  
115 S. Andrews Avenue, Room 409

Fort Lauderdale, FL 33301

With a copy to:	Andrew J. Meyers, Esq. Chief Deputy County Attorney Broward County Attorney's Office 115 S. Andrews Avenue, Room 423 Fort Lauderdale, FL 33301
As to Settling Municipalities:	See Notice Recipient on each Settling Municipality's signature page
With a copy to:	Jamie Alan Cole, Esq. Weiss Serota Helfman Pastoriza Cole & Boniske, P.L. 200 East Broward Blvd., Suite 1900 Fort Lauderdale, FL 33301

13. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties, relating to the transactions contemplated by or the subject matter of the Agreement. This Agreement may not be amended, modified, or changed in any respect except by an agreement in writing signed by the parties to this Agreement. This Agreement does not supersede or cancel any contract currently in effect between the County and any Settling Municipality related to solid waste disposal.

14. **Headings:** The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretations of this Agreement.

15. **Governing Law:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

16. **Counterparts:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. **Venue:** If litigation shall be instituted between the parties regarding the provisions of this Agreement, venue shall be in Broward County, Florida.

18. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any party hereto.

19. **Severability:** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the parties agree to

negotiate in good faith to modify that portion of the Agreement in a manner designed to effectuate the original intent of the parties.

**20. Advice of Counsel:** Each party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and documentation of the settlement, this Agreement, and the Exhibits to this Agreement.

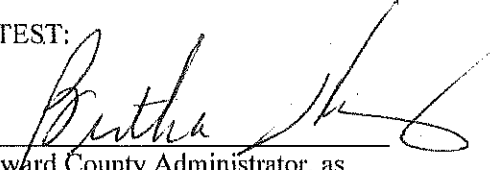
**21. Use of Funds Distributed Under This Agreement:** Each recipient of funds distributed under this Agreement has the right and the responsibility to use the funds as it determines in its sole discretion subject to any legal prohibitions on or requirements regarding such use.

**SETTLEMENT AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND THE  
SETTLING MUNICIPALITIES RELATING TO THE RESOURCE RECOVERY BOARD ASSET  
LITIGATION**

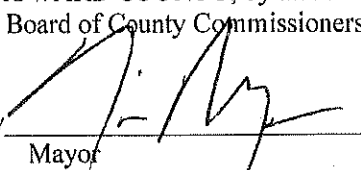
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the 7<sup>th</sup> day of April, 2015, and the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

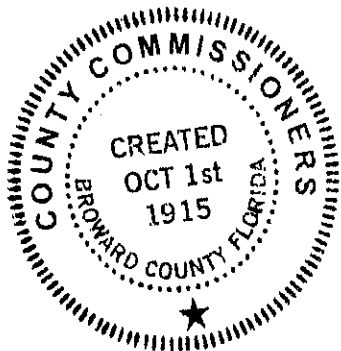
**BROWARD COUNTY**

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  
7<sup>th</sup> day of April, 2015



Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By:

  
Andrew J. Meyers  
Chief Deputy County Attorney  
2<sup>nd</sup> day of April, 2015

CITY OF SUNRISE  
10770 W. OAKLAND PARK BOULEVARD  
SUNRISE, FLORIDA 33351

CITY OF SUNRISE


ATTEST:

  
Felicia M. Bravo, City Clerk

By:   
Michael J. Ryan, Mayor

23<sup>rd</sup> day of April, 2015

Approved as to form and legality:

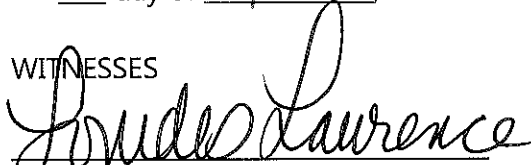
By:   
Kimberly A. Kisslan, City Attorney

15<sup>th</sup> day of April, 2015

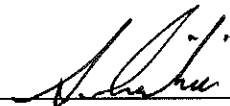
By:   
Richard D. Salamon, City Manager

16<sup>th</sup> day of April, 2015

WITNESSES

  
SIGNATURE


Lourdes Lawrence  
Print Name

  
SIGNATURE

Salvatore Ciolino  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 23<sup>rd</sup>, 2015, by Michael J. Ryan, as Mayor of the City of Sunrise, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced personally known identification and did (did not) take an oath.

  
NOTARY PUBLIC  
State of Florida at Large

My commission expires:

PRINTED Name of Notary



BERNITA D. SHERROD  
MY COMMISSION # FF 150601  
EXPIRES: October 5, 2018  
Bonded Thru Budget Notary Services

CITY OF WESTON  
17200 Royal Palm Boulevard, Weston, Florida 33326

**CITY OF WESTON**

ATTEST:

By: Patricia A. Bates  
Patricia A. Bates, City Clerk

By: [Signature]  
Daniel J. Stermer, Mayor  
4<sup>th</sup> day of May, 2015

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

By: [Signature]  
Jamie Alan Cole, City Attorney  
4<sup>th</sup> day of May, 2015

By: [Signature]  
John R. Flint, City Manager  
5<sup>th</sup> day of May, 2015

WITNESSES

[Signature]  
SIGNATURE  
JAMIE ALAN COLE  
Print Name

Patricia A. Bates  
SIGNATURE  
PATRICIA A. BATES  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 4<sup>th</sup>, 2015, by Daniel J. Stermer, as Mayor of City of Weston, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.

My commission expires: 2/6/16

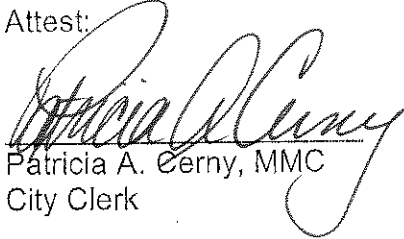
Patricia A. Bates  
NOTARY PUBLIC  
State of Florida at Large  
PATRICIA A. BATES  
PRINTED Name of Notary



Patricia A. Bates  
COMMISSION #EE167057  
EXPIRES: FEB. 06, 2016  
WWW.AARONNOTARY.COM

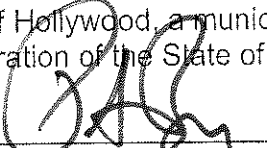
CITY OF HOLLYWOOD: Wazir A. Ishmael, Ph.D., City Manager 2600 Hollywood  
Boulevard, Room 421, Hollywood, Florida 33020

Attest:

  
Patricia A. Cerny, MMC  
City Clerk

City of Hollywood, a municipal  
corporation of the State of Florida

By:

  
Peter Bober, Mayor

Date:

5/20/15

Approved as to Form & Legality  
for the use and reliance of the  
City of Hollywood, Florida, only.

  
Jeffrey P. Sheffel, City Attorney

WITNESSES:

  
Signature

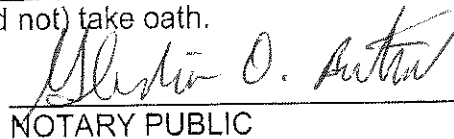
Judith Whittingham  
Print Name

  
Signature

Nancy Ellen Caruso  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

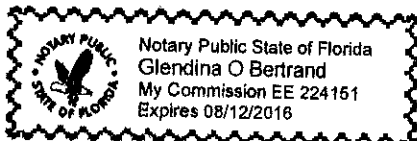
The foregoing instrument was acknowledged before me on May 20, 2015,  
by Peter Bober, as Mayor of City of Hollywood, Florida, a political  
Subdivision of the State of Florida, who is personally known to me or who has produced  
\_\_\_\_\_, as identification and did (did not) take oath.

  
NOTARY PUBLIC

State of Florida at Large

Glendina O. Bertrand  
Printed Name of Notary

My commission expires:



By: \_\_\_\_\_  
Andrew J. Meyers  
Chief Deputy County Attorney  
\_\_\_\_ day of \_\_\_\_\_, 2015

ATTEST:

Jonda K. Joseph  
Jonda K. Joseph, City Clerk

CITY OF FORT LAUDERDALE

By: [Signature]  
John P. "Jack" Seiler, Mayor

By: [Signature] for  
Lee R. Feldman, City Manager

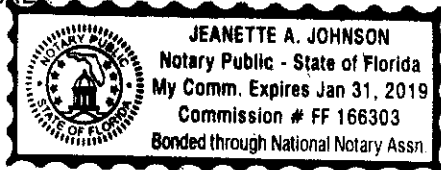
Approved as to form:

[Signature]  
Cynthia A. Everett, City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1<sup>st</sup> of June, 2015, by John P. "Jack" Seiler as mayor for the City of Fort Lauderdale, a Florida municipality.

(SEAL):



Jeanette A. Johnson  
Notary Public, State of Florida  
(Signature of Notary Public)

Jeanette A. Johnson  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



**CITY OF LAUDERHILL**  
**Charles Faranda, City Manager**  
**5581 West Oakland Park Boulevard**  
**Lauderhill, FL 33313**

ATTEST:

Andrea Anderson  
Andrea Anderson, City Clerk

Approved as to form and legality:

By: W. Earl Hall  
W. Earl Hall, City Attorney

13 day of April, 2015

**CITY OF LAUDERHILL**

By: [Signature]  
Richard J. Kaplan, Mayor

13 day of April, 2015

By: [Signature]  
Charles Faranda, City Manager

13 day of April, 2015

WITNESSES

Angel Patti Rosenberg  
SIGNATURE

Angel Patti Rosenberg  
Print Name

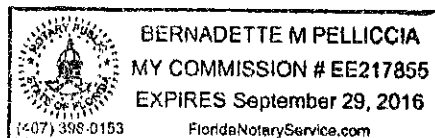
Indira Gosine  
SIGNATURE

INDIRA GOSINE  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 13, 2015, by Richard J. Kaplan, as Mayor of the City of Lauderhill, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.

My commission expires:



Bernadette Pelliccia  
NOTARY PUBLIC  
State of Florida at Large  
Bernadette Pelliccia  
PRINTED Name of Notary

TOWN OF LAUDERDALE-BY-THE-SEA  
4501 Ocean Drive Lauderdale-by-the-Sea, FL 33308

**TOWN OF LAUDERDALE-BY-THE-SEA**

ATTEST:

Tedra Smith  
Tedra Smith, Town Clerk

By: Scot Sasser  
Scot Sasser, Mayor

28 day of April, 2015

Approved as to form and legality:

By: Susan L. Trevarthen  
Susan Trevarthen, Town Attorney

By: Constance Hoffmann  
Constance Hoffmann, Town Manager

28<sup>th</sup> day of April, 2015

28<sup>th</sup> day of April, 2015

WITNESSES

Karen Gates  
SIGNATURE

Karen Gates  
Print Name

Edouard Saint-Jean  
SIGNATURE

EDOUARD SAINT-JEAN  
Print Name

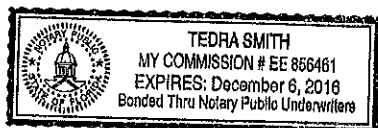
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 28, 2015, by Scot Sasser Mayor Constance Hoffmann as Town Manager of LPTS, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.

My commission expires:

Tedra Smith  
NOTARY PUBLIC  
State of Florida at Large

Tedra Smith  
PRINTED Name of Notary



CITY OF LIGHTHOUSEPOINT, 2200 NE 38 STREET, LIGHTHOUSE POINT, FL 33064

ATTN: JOHN LAVISKY, CITY ADMINISTRATOR

**CITY OF LIGHTHOUSE POINT**

ATTEST:

Jennifer M. Oh  
Jennifer M. Oh, City Clerk

By: Glenn Troast  
Glenn Troast, Mayor  
28<sup>th</sup> day of April, 2015

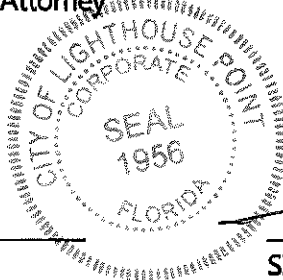
Approved as to form and legality:

By: Michael D. Cirullo, Jr.  
Michael D. Cirullo, Jr., City Attorney  
28<sup>th</sup> day of April, 2015

By: John D. Lavisky  
John D. Lavisky, City Administrator  
28<sup>th</sup> day of April, 2015

WITNESSES

Ross Licata  
SIGNATURE  
ROSS LICATA  
Print Name



Paul C. McCormick  
SIGNATURE  
Paul C. McCormick  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 29<sup>th</sup>, 2015, by Glenn Troast, as Mayor of Lighthouse Point, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.

Elizabeth Barnett  
NOTARY PUBLIC  
State of Florida at Large

My commission expires:

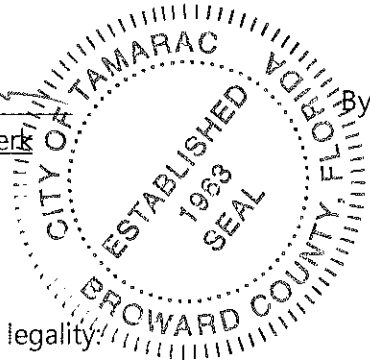
Elizabeth Barnett  
PRINTED Name of Notary



CITY OF TAMARAC  
OFFICE OF THE CITY CLERK  
7525 N.W. 88<sup>TH</sup> AVENUE  
TAMARAC, FLORIDA 33321

ATTEST:

*for*  
*Patricia Teufel*  
PATRICIA TEUFEL, City Clerk



By: *Harry Dressler*  
HARRY DRESSLER, Mayor  
20 day of May, 2015

Approved as to form and legality:

By: *Sam Goren*  
SAM GOREN, City Attorney

12<sup>th</sup> day of May, 2015

By: *Michael C. Cernech*  
MICHAEL C. CERNECH, City Manager  
19 day of May, 2015

WITNESSES

*Gabriela Gencay*  
SIGNATURE

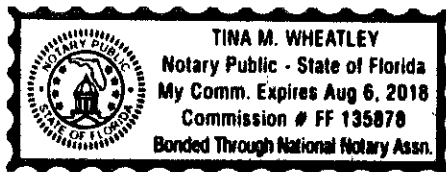
Gabriela Gencay  
Print Name

*Regina Shenardore*  
SIGNATURE

Regina Shenardore  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 14, 2015, by Michael Cernech as City Mgr of Tamarac, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced N/A, as identification and did (did not) take an oath.



My commission expires:

Tina M. Wheatley  
NOTARY PUBLIC  
State of Florida at Large

Tina M. Wheatley  
PRINTED Name of Notary

TOWN OF DAVIE  
6591 ORANGE DRIVE  
DAVIE, FLORIDA 33314

**TOWN OF DAVIE**

ATTEST:

*Avelyn Rieg*  
Avelyn Rieg, Town Clerk

By: *Judy Paul*  
Judy Paul, Mayor

19 day of May, 2015

Approved as to form and legality:

By: *John Rayson*  
John Rayson, Town Attorney

By: *Debra J. Leach*  
Debra J. Leach, Town Administrator

19 day of May, 2015

19 day of May, 2015

WITNESSES

*Sheila D. Preston*  
SIGNATURE

Sheila D. Preston  
Print Name

*Laurel Serun*  
SIGNATURE

Laurel Serun  
Print Name

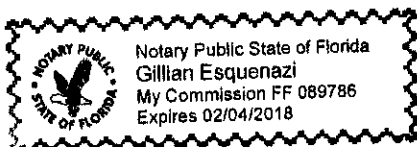
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 19, 2015, by Judy Paul, as Mayor of Town of Davie Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.

*Gillian Esquenazi*  
NOTARY PUBLIC  
State of Florida at Large

My commission expires:

Gillian Esquenazi  
PRINTED Name of Notary



CITY OF (Include Name and Address of Notice Recipient)

CITY OF Plantation

ATTEST:

Susan K. Slattery  
Susan K. Slattery, City Clerk

By: Diane Veltri Bendekovic  
Diane Veltri Bendekovic, Mayor

4 day of May, 2015

Approved as to form and legality:

By: Donald J. Furmy  
Donald J. Furmy, City Attorney  
4 day of May, 2015

By: N/A  
\_\_\_\_\_, City Manager  
\_\_\_\_ day of \_\_\_\_\_, 2015

WITNESSES

Karen Walsh  
SIGNATURE  
Karen Walsh  
Print Name

Nancy Salafia  
SIGNATURE  
NANCY SALAFIA  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 4, 2015, by Diane Veltri Bendekovic, as Mayor of Plantation, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.

My commission expires:

Christine Guifarro  
NOTARY PUBLIC  
State of Florida at Large

Christine Guifarro  
PRINTED Name of Notary



CHRISTINE GUIFARRO  
MY COMMISSION # FF 208088  
EXPIRES: March 10, 2019  
Bonded Thru Budget Notary Services

CITY OF COCONUT CREEK  
4800 West Copans Road  
Coconut Creek, FL 33063

ATTEST:

Leslie Wallace May  
Leslie Wallace May, City Clerk

CITY OF COCONUT CREEK

By: Rebecca A. Tooley  
Rebecca A. Tooley, Mayor

18 day of May, 2015

Approved as to form and legality:

By: Terrill C. Pyburn  
Terrill C. Pyburn, City Attorney

18 day of May, 2015

WITNESSES

Janice Ninesling  
SIGNATURE

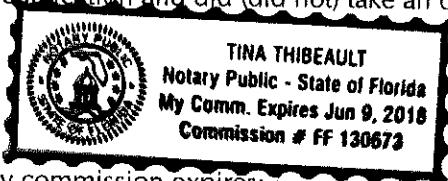
Janice Ninesling  
Print Name

Dannette Grant Campbell  
SIGNATURE

Dannette Grant Campbell  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 18, 2015, by Rebecca Tooley, as Mayor of Coconut Creek, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.



My commission expires:

Tina Thibeault  
NOTARY PUBLIC  
State of Florida at Large

Tina Thibeault  
PRINTED Name of Notary



CITY OF DEERFIELD BEACH

ATTEST:

S. Gillyard  
Samantha Gillyard, CMC, City Clerk

By: Jean M. Robb  
Jean M. Robb, Mayor

23<sup>rd</sup> day of April, 2015

Approved as to form and legality:

By: A. S. Maurodis  
Andrew S. Maurodis, City Attorney

28<sup>th</sup> day of April, 2015

By: Burgess Hanson  
Burgess Hanson, City Manager

24 day of April, 2015

WITNESSES  
M. Coyne  
SIGNATURE  
Melissa Coyne  
Print Name

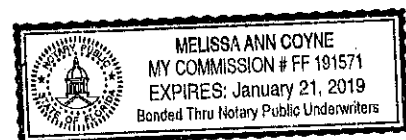
LaTasha Flintroy  
SIGNATURE  
LaTasha Flintroy  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 24, 2015, by Burgess Hanson, as City Manager of Deerfield Beach Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.

My commission expires:  
January 2019

M. Coyne  
NOTARY PUBLIC  
State of Florida at Large  
Melissa Coyne  
PRINTED Name of Notary



As to City of Deerfield Beach (Settling Municipalities):

As to City:

Samantha Gillyard, CMC, City Clerk  
150 NE 2<sup>nd</sup> Avenue  
Deerfield Beach, FL 33441

With a copy to:

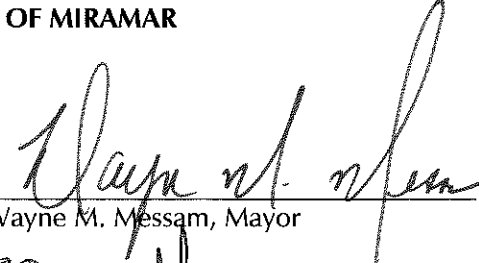
Andrew S. Maurodis, City Attorney  
Law Office of Andrew Maurodis  
710 E. Hillsboro Boulevard  
Deerfield Beach, FL 33441

CITY OF MIRAMAR  
2300 Civic Center Place, Miramar, Florida 33025

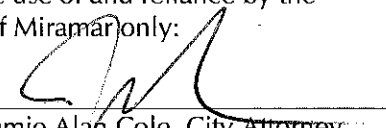
ATTEST:


By:   
Denise A. Gibbs, City Clerk

CITY OF MIRAMAR

By:   
Wayne M. Messam, Mayor  
20 day of May, 2015


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

By:   
Jamie Alan Cole, City Attorney  
20 day of May, 2015

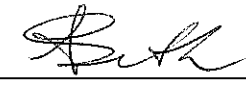
By:   
Kathleen Woods-Richardson, City Manager  
20 day of May, 2015

WITNESSES

SIGNATURE

  
Elisa Eberhardt  
Print Name

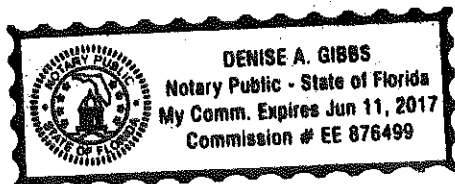
SIGNATURE

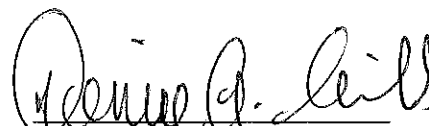
  
Allison Smith  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on 20<sup>th</sup> May, 2015, by  
Wayne M. Messam, as Mayor of City of Miramar, Florida, a political subdivision of the state of  
Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification  
and did (did not) take an oath.

My commission expires:



  
NOTARY PUBLIC  
State of Florida at Large  
Denise A. Gibbs  
PRINTED Name of Notary

CITY OF MARGATE, 5790 MARGATE BLVD., MARGATE, FL 33063

**CITY OF MARGATE**

ATTEST:

Joseph Kavanagh, City Clerk

By: Joanne Simone  
Joanne Simone, Mayor  
15<sup>th</sup> day of April, 2015

Approved as to form and legality:

By: Eugene M. Steinfeld  
Eugene M. Steinfeld, City Attorney  
15<sup>th</sup> day of April, 2015

By: Douglas E. Smith  
Douglas E. Smith, City Manager  
15<sup>th</sup> day of April, 2015

WITNESSES

Jennifer M. Johnson  
SIGNATURE  
Jennifer M. Johnson  
Print Name

Theresa Jones  
SIGNATURE  
Theresa Jones  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 15, 2015, by Joanne Simone Mayor, Douglas E. Smith City Manager, as City Manager of City of Margate Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.

My commission expires:



Melissa M. Miller  
NOTARY PUBLIC  
State of Florida at Large  
Melissa M. Miller  
PRINTED Name of Notary

**CITY OF COOPER CITY, PO BOX 290910, COOPER CITY, FL 33329-0910**

ATTEST:

Susan Poling  
Susan Poling, City Clerk

Approved as to form and legality:

By: David M. Wolpin  
David M. Wolpin, City Attorney

29 day of April, 2015

**CITY OF COOPER CITY**

By: Greg Ross  
Greg Ross, Mayor  
28th day of April, 2015

By: Bruce D. Loucks  
Bruce D. Loucks, City Manager  
28th day of April, 2015

WITNESSES

Viviana M. Luquis  
SIGNATURE

Viviana M. Luquis  
Print Name

Cheryl Berke  
SIGNATURE

Cheryl Berke  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

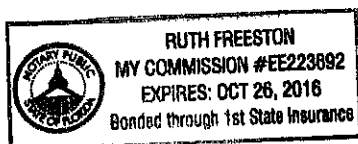
The foregoing instrument was acknowledged before me on 29 April, 2015, by Greg Ross, as Mayor of Cooper City, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.

Ruth Freeston

NOTARY PUBLIC  
State of Florida at Large

Ruth Freeston  
PRINTED Name of Notary

My commission expires:

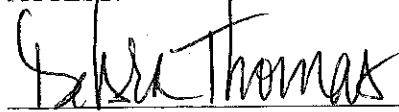




CITY OF CORAL SPRINGS

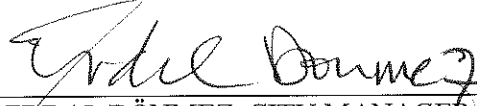
**CITY OF CORAL SPRINGS**

ATTEST:



DEBRA THOMAS, CMC, CITY CLERK

By:




ERDAL DÖNMEZ, CITY MANAGER

23<sup>rd</sup> day of April, 2015

Approved as to form and legality:

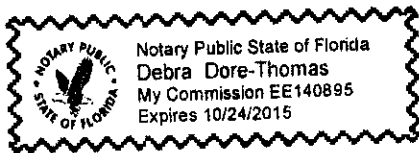
By:

  
JOHN J. HEARN, CITY ATTORNEY

23<sup>rd</sup> day of April, 2015

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 23, 2015, by Erdal Dönmez as City Manager of Coral Springs, Florida, a political subdivision of the state of Florida, who is personally known to me and did (did not) take an oath.





Debra Doré-Thomas  
NOTARY PUBLIC  
State of Florida at Large

My commission expires: 10/24/2015

TOWN OF SOUTHWEST RANCHES – ANDREW D. BERNIS, TOWN ADMINISTRATOR

ATTEST:

Russell Muñiz  
Russell Muñiz, Asst. Town Administrator/Town Clerk

Approved as to form and legality:

By: Keith M. Poliakoff  
Keith M. Poliakoff, Town Attorney

14<sup>th</sup> day of May, 2015

**TOWN OF SOUTHWEST RANCHES**

By: Jeff Nelson  
Jeff Nelson, Mayor

14<sup>th</sup> day of May, 2015

By: Andrew D. Bernis  
Andrew D. Bernis, Town Administrator

14<sup>th</sup> day of May, 2015

WITNESSES

Danielle Caban  
SIGNATURE

Danielle Caban  
Print Name

Yanni Marin  
SIGNATURE

Yanni Marin  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 14, 2015, by Jeff Nelson as Mayor of SW Ranches Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.

Ivette Solera  
NOTARY PUBLIC  
State of Florida at Large

My commission expires:

Ivette Solera  
PRINTED Name of Notary



IVETTE SOLERA  
MY COMMISSION # FF 110488  
EXPIRES: April 7, 2018  
Bonded Thru Budget Notary Services



### EXHIBIT LIST

EXHIBIT "A"	2012 Tonnage Schedule
EXHIBIT "B"	Ash Monofill Aerial and Legal Description
EXHIBIT "C"	BIC Landfill Aerial and Legal Description
EXHIBIT "D"	Mitigation Properties Aerials
EXHIBIT "E"	Alpha 250 Aerial and Legal Descriptions

EXHIBIT "A"

2012 TONNAGE SCHEDULE

City	FY 2012 Tonnage	% Tons
Coconut Creek	31,870.03	3.4187%
Cooper City	20,927.66	2.2449%
Coral Springs	84,043.66	9.0153%
Davie	74,625.55	8.0050%
Deerfield Beach	50,789.52	5.4482%
Fort Lauderdale	153,135.43	16.4268%
Hillsboro Beach	1,402.61	0.1505%
Hollywood	79,751.81	8.5549%
Lauderdale by the Sea	7,130.07	0.7648%
Lauderdale Lakes	18,848.58	2.0219%
Lauderhill	37,278.44	3.9988%
Lazy Lake	-	0.0000%
Lighthouse Point	7,741.42	0.8304%
Margate	31,122.46	3.3385%
Miramar	63,928.20	6.8575%
North Lauderdale	23,328.83	2.5025%
Oakland Park	32,619.62	3.4991%
Pembroke Park	4,184.14	0.4488%
Plantation	48,241.40	5.1748%
Sea Ranch Lakes	502.40	0.0539%
South West Ranches	8,251.03	0.8851%
Sunrise	62,516.66	6.7061%
Tamarac	28,868.59	3.0967%
Unincorporated	11,998.80	1.2871%
West Park	5,650.36	0.6061%
Weston	33,132.94	3.5542%
Wilton Manors	10,340.98	1.1093%
	932,231.18	100.0000%

EXHIBIT "B"

ASH MONOFILL AERIAL AND LEGAL DESCRIPTION

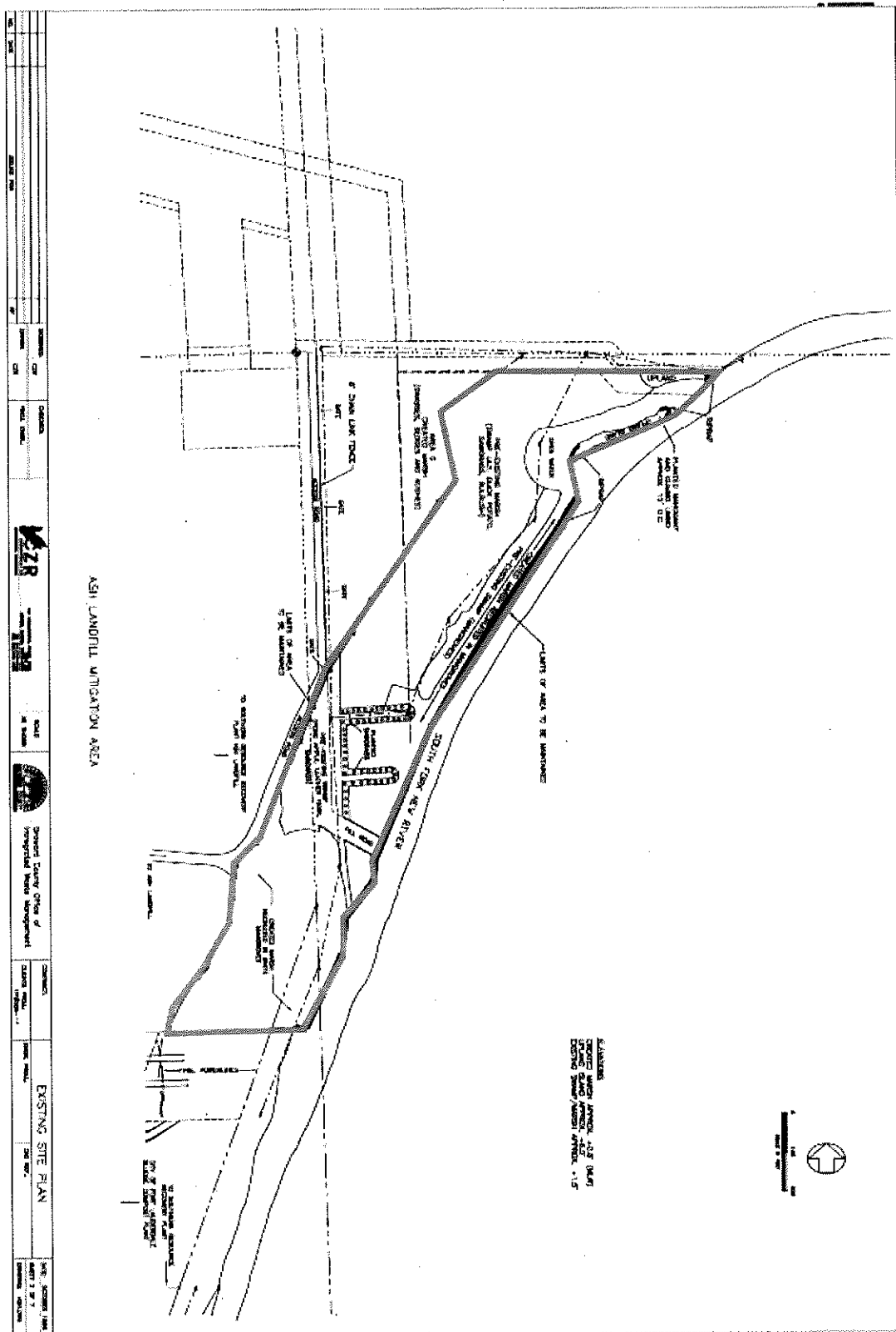
South Resource Recovery Site including Ash Monofill



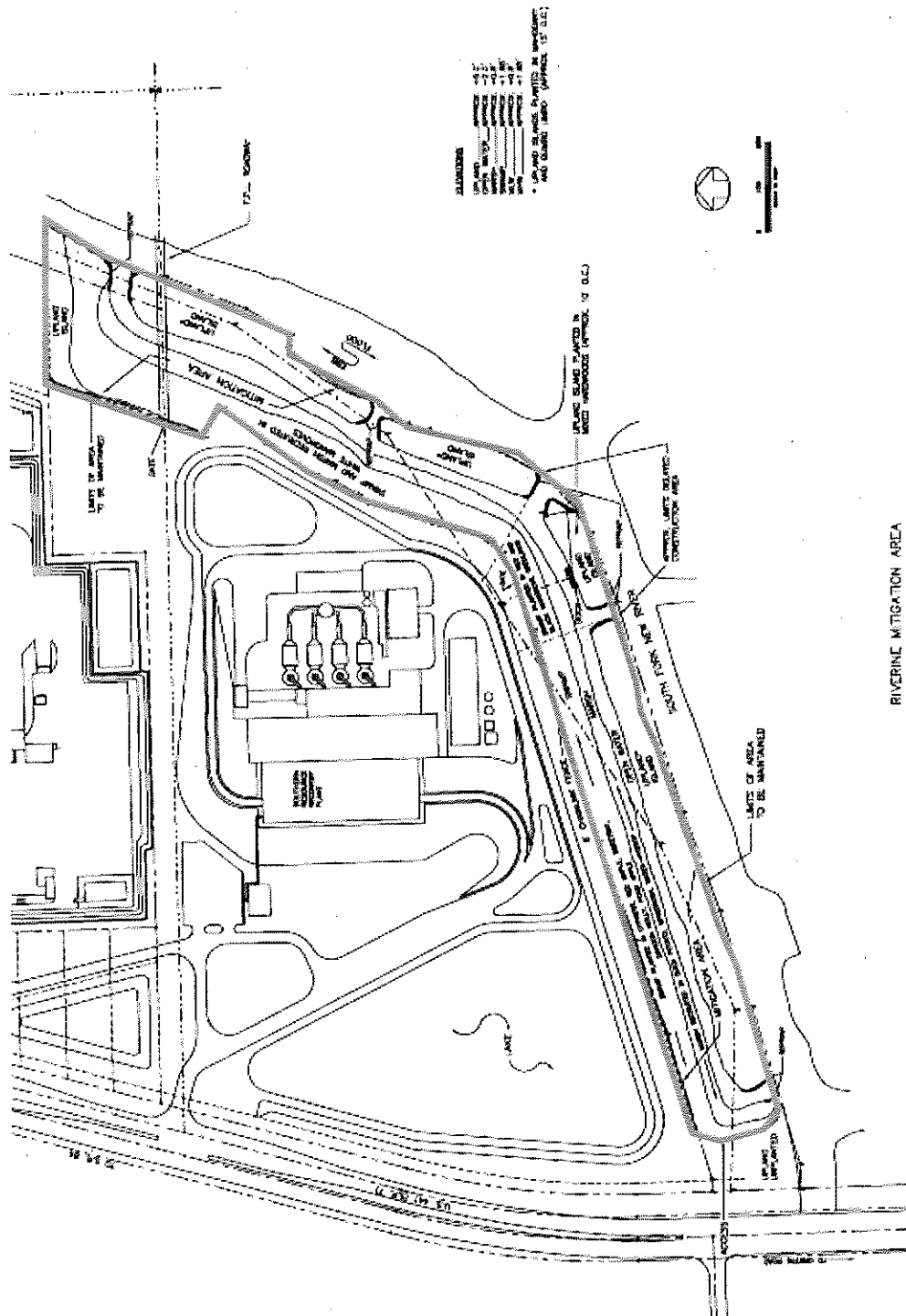
## **SOUTH RESOURCE RECOVERY SITE INCLUDING ASH MONOFILL**

### **LEGAL DESCRIPTION**

Parcel A and Parcel B, ROUTE 441 RESOURCE RECOVERY SITE according to the plat thereof, recorded in Plat Book 132, at Page 41, lying within Section 24, Township 50 South, Range 41 East, of the Public Records of Broward County, Florida, said land containing 185.91 acres, more or less.



## EXHIBIT B



RIVERINE MITIGATION AREA

		 <b>VZRR</b> VILLAGE ZONING REVIEW BOARD 10000 W. 10th Ave., Suite 100 Denver, CO 80231		 City of Denver Department of Planning and Economic Development 1000 14th St., Suite 100 Denver, CO 80202		PROJECT: <b>EXISTING SITE PLAN</b> SHEET: <b>2 of 2</b> DATE: <b>01/10/2017</b>	
		PROJECT: <b>EXISTING SITE PLAN</b> SHEET: <b>2 of 2</b> DATE: <b>01/10/2017</b>		PROJECT: <b>EXISTING SITE PLAN</b> SHEET: <b>2 of 2</b> DATE: <b>01/10/2017</b>		PROJECT: <b>EXISTING SITE PLAN</b> SHEET: <b>2 of 2</b> DATE: <b>01/10/2017</b>	

## EXHIBIT "C"

### BIC LANDFILL AERIAL AND LEGAL DESCRIPTION



**Southwest Regional (BIC) Landfill (includes mitigation areas)**

**LEGAL DESCRIPTION**

All that portion of the East  $\frac{1}{2}$  of Section 3, Township 51 South, Range 39 East, Broward County, Florida, lying East of the Easterly Right of Way of U.S. 27, lying South of the Southerly Right of Way of Stirling Road and North of the Northerly Right of Way of Sheridan Street, being a portion of Everglades Land Company's Subdivision of said Section 3, as recorded in Plat Book 2 at Page 1 of the Public Records of Dade County, Florida.

AND

All that portion of the Northwest  $\frac{1}{4}$  of Section 2, Township 51 South, Range 39 East, lying South of the Southerly Right of Way line of Stirling Road, LESS: The South 307 feet of the East  $\frac{1}{2}$  of the N.W.  $\frac{1}{4}$  of said Section 2, being a portion of Everglades Land Company's Subdivision as recorded in Plat Book 2 at Page 1 of the Public Records of Dade County, Florida

AND

All that portion of the West  $\frac{1}{2}$  of the N.E.  $\frac{1}{4}$  of Section 2, Township 51 South, Range 39 East, lying South of the Southerly Right of Way line of Stirling Road, LESS: The South 307 feet of the West  $\frac{1}{2}$  of the N.E.  $\frac{1}{4}$  of said Section 2, being a portion of Everglades Land Company's Subdivision as recorded in Plat Book 2 at Page 1 of the Public Records of Dade County, Florida.

AND

All that Portion of the West  $\frac{1}{2}$  of the S.W.  $\frac{1}{4}$  of Section 2, Township 51 South, Range 39 East, lying North of Northerly Right of Way line of Sheridan Street being a portion of Everglades Land Company's Subdivision as recorded in Plat Book 2 at Page 1 of the Public Records of Dade County, Florida.

Containing 588.49 Acres, more or less.





## **EXHIBIT "D"**

### **MITIGATION PROPERTIES AERIALS**

Additional Mitigation Areas not shown on other exhibits, as follows:

1. Mitigation Area 1, Hacienda Flores
2. Mitigation Area 2, Tree Tops Park
3. Mitigation Area 3, East Everglades

# Mitigation Area 1

## Hacienda Flores Mitigation Area



1/28/2016

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

### MITIGATION AREA 1

#### LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 of HACIENDA FLORES SUBDIVISION UNIT NO. 1 according to the plat thereof, recorded in Plat Book 19, at Page 28 of the Public Records of Broward County, Florida said land containing 16.16 acres, more or less.

## Mitigation Area 2 Tree Tops Park Mitigation Area



### MITIGATION AREA 2

A portion of County-owned Tree Tops Park

#### LEGAL DESCRIPTION

Lengthy legal description within Tree Tops Park, see attached line drawing for the outline of mitigation area.



Mitigation Area 3

## East Everglades Mitigation Area



### MITIGATION AREA 3

A portion of County-owned East Everglades site

#### LEGAL DESCRIPTION

Lengthy legal description within East Everglades site, see attached line drawing for the outline of mitigation area.



04540

[illegible]

EAST EVERGLADES MITIGATION AREA



Howard County Office of  
Integrative Waste Management

CONFIDENTIAL

**EXIS 2000**

DATE RECEIVED: 1997

**Abstract**

2

23

5

100



1

**Industry Advisory Board**

## References

3

1000

**Figure 1**

**Journal of Management Education**

**KEYWORDS:** child sexual abuse; disclosure; legal system; police; social workers

100

1000

**5**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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**CONCLUSIONS**

**Abstract**

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Wiley-Blackwell

**Abstract**

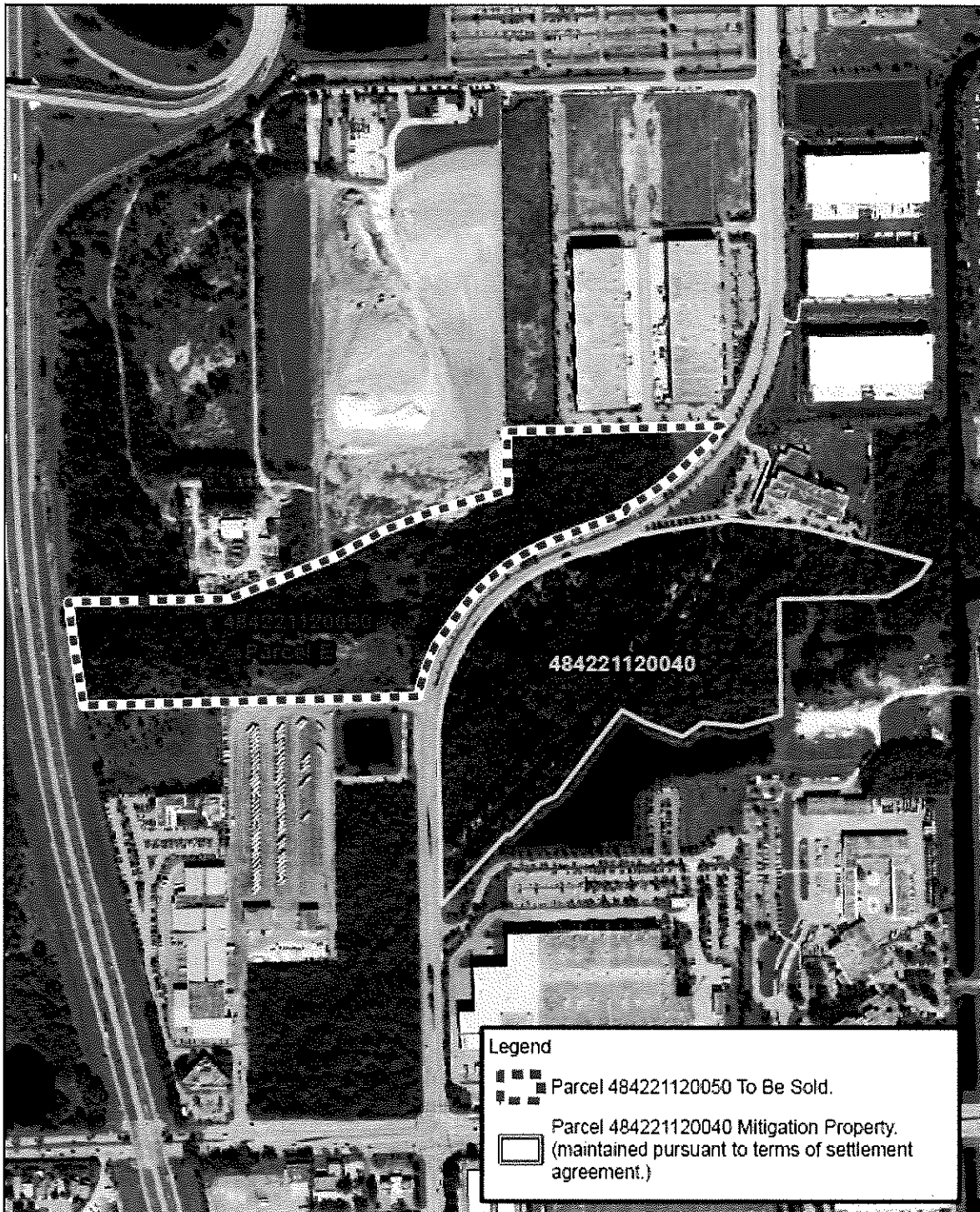
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with National Health Insurance.

**1**

## EXHIBIT "E"

### ALPHA 250 AERIAL AND LEGAL DESCRIPTION



1/26/2015

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



**ALPHA 250 NORTH**

**Legal Description of Property to be Conveyed**

**Folio Number 4842-21-12-0050**

**LEGAL DESCRIPTION**

Parcel E, ALPHA 250 NORTH, according to the plat thereof, recorded in Plat Book 180, at Page 14 of the Public Records of Broward County, Florida, said land containing 22.07 acres, more or less.

## **SETTLEMENT PROCEEDS DISTRIBUTION AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into as of the Effective Date (as defined below), by and among the City of Sunrise, the City of Weston, the City of Hollywood, the City of Fort Lauderdale, the City of Lauderhill, the Town of Lauderdale-By-The-Sea, the City of Lighthouse Point, the City of Tamarac, the Town of Davie, the City of Plantation, the City of Coconut Creek, the City of Deerfield Beach, the City of Miramar, the City of Margate, the City of Cooper City, the City of North Lauderdale, the City of Coral Springs, and the Town of Southwest Ranches, all political subdivisions of the State of Florida, (individually each is a "Plaintiff Municipality," collectively, the "Plaintiff Municipalities") and any non-plaintiff municipalities that were party to the November 1986 Interlocal Agreement with Broward County for Solid Waste Disposal Services, as amended, (the "Interlocal Agreement") the Settlement Agreement with the County regarding the Litigation concerning equitable distribution under the Interlocal Agreement and approve and execute this Agreement (individually each is a "Non-Plaintiff ILA Municipality," collectively, the "Non-Plaintiff ILA Municipalities") (collectively, the Plaintiff Municipalities and Non-Plaintiff ILA Municipalities are the "Settling Municipalities").

### **WITNESS:**

**WHEREAS**, the Settling Municipalities and Broward County (the "County") were parties to the Interlocal Agreement, which provided for the creation of the Broward Solid Waste Disposal District ("District") and required the participating governmental entities to send the solid waste generated within their boundaries to be transported, delivered and disposed of at designated District waste disposal facilities; and

**WHEREAS**, the Settling Municipalities directed solid waste generated within their boundaries to be disposed of at the designated District waste disposal facilities; and

**WHEREAS**, the tonnage directed to District waste disposal facilities in 2012 by the parties to the Interlocal Agreement is reflected in the 2012 Tonnage Schedule, attached and incorporated into this Agreement by this reference as Exhibit "A" (the "2012 Tonnage Schedule"); and

**WHEREAS**, the Interlocal Agreement expired on July 2, 2013; and

**WHEREAS**, Section 15.2 of the Interlocal Agreement provided for the equitable distribution of the assets and liabilities of the District to the Settling Municipalities and the County upon the expiration of the Interlocal Agreement; and

**WHEREAS**, the Plaintiff Municipalities and the County disagreed as to the identification and distribution of the assets and liabilities of the District; and

**WHEREAS**, on June 28, 2013, the Plaintiff Municipalities filed a lawsuit against the County in the litigation styled *City of Sunrise et. al. v Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660 (the "Litigation"), which sought a declaration regarding the assets and liabilities subject to equitable distribution; and

**WHEREAS**, the Settling Municipalities and the County entered into a Settlement Agreement (the "Settlement Agreement") to settle the Litigation, which provides for the County to make certain payments into a trust account designated by the Plaintiff Municipalities, which is hereby designated to be the Weiss Serota Helfman Cole Bierman & Popok, P.L. Attorney IOTA Trust (the "Trust Account"); and

**WHEREAS**, pursuant to the Settlement Agreement, funds deposited into the Trust Account by the County (the "Trust Account Funds") are to be distributed to the Settling Municipalities pursuant to this Agreement among the Settling Municipalities that provides for pro rata allocation of expenses and pro rata distribution of funds based upon the 2012 Tonnage Schedule; and

**WHEREAS**, the Settling Municipalities desire to enter into this Agreement to provide for the pro rata allocation of expenses and pro rata distribution of Trust Account Funds under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed upon, the parties agree as follows:

1. **Recitals**: The above recitals are true and correct and are incorporated into this Agreement by this reference.

2. **Cash Payment to Settling Municipalities**: Within 30 days after the County deposits the Cash Amount (as defined in the Settlement Agreement) into the Trust Account, each Settling Municipality shall receive a distribution from the Trust Account (each is a "Settlement Payment") equal to each Settling Municipality's pro rata share allocation of the Cash Amount deposited, based on the 2012 Tonnage Schedule, minus each Settling Municipality's pro rata share of the costs and expenses set forth in this Section 2, based on the 2012 Tonnage Schedule, plus a credit to a Settling Municipality for all of such costs and expenses previously paid by it:

- A. \$119,736.08, which shall be paid to the City of Fort Lauderdale for the services of its internal auditor provided to, and approved by, the governing board of the District (the "RRB") but never paid by the County;

- B. \$14,104.00, which shall be paid to plaintiffs' counsel for the legal analysis provided to, and approved by, the RRB but never paid by the County;
- C. \$294,955.69, which has been paid or is due from the Plaintiff Municipalities for litigation expenses, including attorney fees, expert fees and costs to be reimbursed to the Plaintiff Municipalities; and
- D. \$75,000.00 to plaintiffs' counsel to be held in the Trust Account to be used to pay for attorneys' fees and costs incurred after December 31, 2014, including those related to passage and implementation of the Settlement Agreement and this Agreement, and to ensure compliance in the future. Any funds remaining from the \$75,000.00 held in the Trust Account after the Alpha 250 sale shall be distributed pro rata to the Settling Municipalities based upon 2012 tonnage (and if there are insufficient funds they will be deducted from the Alpha 250 sales proceeds prior to distribution).

**3. Alpha 250 Property Sale Proceeds:**

- A. *Sale of Alpha 250.* Under the Settlement Agreement, the County and the Settling Municipalities agree to use their best efforts (and to take all reasonable steps) to sell the Alpha 250 site, as set forth in Section 2(A)(4) and Exhibit "E" of the Settlement Agreement ("Alpha 250").
- B. *Payment of Alpha 250 Sales Proceeds.* Within 30 days after the County deposits the net Alpha 250 sales proceeds (as defined in, and subject to the deductions provided in, the Settlement Agreement) into the Trust Account (the "Alpha 250 Sales Proceeds"), each Settling Municipality shall receive a distribution from the Trust Account (each is a "Alpha 250 Payment") equal to each Settling Municipality's pro rata share allocation of the deposited Alpha 250 Sales Proceeds (minus unpaid expenses, if any) based on the 2012 Tonnage Schedule.

**4. Conditions Precedent; Effective Date:**

- A. *Conditions Precedent.* To be effective, this Agreement is subject to (i) the Settlement Agreement becoming effective, and (b) this Agreement being approved and executed by all of the Plaintiff Municipalities.
- B. *Effective Date.* The date of the last approval and execution of this Agreement by a Settling Municipality is the "Effective Date" of this Agreement.

5. **Entire Agreement:** This Agreement, and the Settlement Agreement, constitute the entire Agreement between the parties and supersedes and cancels any other Agreement, representation, or communication, whether oral or written, between the parties, relating to the transactions contemplated in it.

6. **Headings:** The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretations of this Agreement.

7. **Governing Law:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

8. **Counterparts:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. **Venue:** If litigation shall be instituted between the parties regarding the provisions of this Agreement, venue shall be in Broward County, Florida.

10. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

11. **Severability:** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective, and the parties agree to voluntarily amend any portion of this Agreement as necessary to comply with a Court order.

12. **Further Assurances:** At any time, and from time to time, after the Effective Date of this Agreement, each party will execute such additional instruments and take such action as may be reasonably requested by the other party, to confirm or otherwise to carry out the intent and purpose of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION OF THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

**CITY OF SUNRISE**

ATTEST:

By:

Felicia M. Bravo  
Felicia M. Bravo, City Clerk

By:

Michael J. Ryan  
Michael J. Ryan, Mayor

23<sup>rd</sup> day of April, 2015

Approved as to form and legality:

By:

Kimberly A. Kisslan  
Kimberly A. Kisslan, City Attorney

By:

Richard D. Salamon  
Richard D. Salamon, City Manager

16<sup>th</sup> day of April, 2015

WITNESSES

SIGNATURE

Print Name

Louder Lawrence  
Louder Lawrence

SIGNATURE

Print Name

Salvatore Colino  
Salvatore Colino

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 23<sup>rd</sup>, 2015, by Michael J. Ryan, as Mayor of the City of Sunrise, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced personally known as identification and did (did not) take an oath.

NOTARY PUBLIC

State of Florida at Large

My commission expires:

PRINTED Name of Notary



BERNITA D. SHERROD  
MY COMMISSION # FF 150601  
EXPIRES: October 5, 2018  
Bonded Thru Budget Notary Services

**AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION OF THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

CITY OF WESTON

**CITY OF WESTON**

ATTEST:

By: Patricia A Bates  
Patricia A. Bates, City Clerk

By: [Signature]  
Daniel J. Stermer, Mayor  
4<sup>th</sup> day of May, 2015

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

By: [Signature]  
Jamie Alan Cole, City Attorney  
4<sup>th</sup> day of May, 2015

By: [Signature]  
John R. Flint, City Manager  
5<sup>th</sup> day of May, 2015

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 4<sup>th</sup>, 2015, by Daniel J. Stermer, as Mayor of the City of Weston, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.

My commission expires: 2/6/16

Patricia A Bates  
NOTARY PUBLIC  
State of Florida at Large  
PATRICIA A. BATES  
PRINTED Name of Notary




Patricia A. Bates  
COMMISSION #EE167057  
EXPIRES: FEB. 06, 2016  
WWW.AARONNOTARY.COM

AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION  
OF THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature; the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute the same.

Attest:

Attest:

  
Patricia A. Cerny, MMC  
City Clerk

City of Hollywood, a municipal corporation of the State of Florida

By: Peter Bober  
Peter Bober, Mayor  
Date: 5/20/15


Approved as to Form & Legality  
for the use and reliance of the  
City of Hollywood, Florida, only.

Jeffrey P. Shoffel, City Attorney

WITNESSES:

Judith Whittington  
Signature

Judith Whittington  
Print Name

  
Signature

Nancy Ellen Caruso  
Print Name

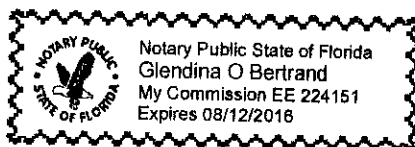
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 20, 2015, by Peter Baker, as Mayor of City of Hollywood, Florida, a political Subdivision of the State of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take oath. /s/

Notary Public  
NOTARY PUBLIC  
State of Florida at Large

State of Florida at Large  
*Glendina O. Bertrand*  
 Printed Name of Notary

My commission expires:





**AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE  
DISTRIBUTION OF THE RESOURCE RECOVERY BOARD ASSET LITIGATION  
SETTLEMENT PROCEEDS**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the  
respective dates under each signature: the SETTLING MUNICIPALITIES, signing by  
and through their respective Mayors, duly authorized to execute same.

CITY

ATTEST:

Jonda K. Joseph  
Jonda K. Joseph, City Clerk

CITY OF FORT LAUDERDALE

By:

John P. "Jack" Seiler  
John P. "Jack" Seiler, Mayor

By:

Lee R. Feldman  
Lee R. Feldman, City Manager

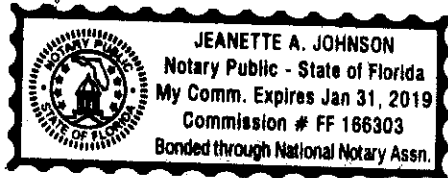
Approved as to form:

Cynthia A. Everett  
Cynthia A. Everett, City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1<sup>st</sup> of  
June, 2015, by John P. "Jack" Seiler as mayor for the City of Fort  
Lauderdale, a Florida municipality.

(SEAL)



Jeanette A. Johnson  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary Public)

Jeanette A. Johnson  
(Print, Type, or Stamp Commissioned Name of  
Notary Public)

Personally Known ☒ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION OF  
THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

**CITY OF LAUDERHILL**  
**Charles Faranda, City Manager**  
**5581 West Oakland Park Boulevard**  
**Lauderhill, FL 33313**

ATTEST:

Andrea M. Anderson  
Andrea Anderson, City Clerk

**CITY OF LAUDERHILL**

By: [Signature]  
Richard J. Kaplan, Mayor

13 day of April, 2015

Approved as to form and legality:

By: W. Earl Hall  
W. Earl Hall, City Attorney

13 day of April, 2015

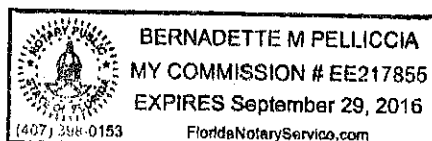
By: [Signature]  
Charles Faranda, City Manager

13 day of April, 2015

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 13, 2015, by Richard J. Kaplan as Mayor of the City of Lauderhill, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.

My commission expires:



Bernadette Pelliccia  
NOTARY PUBLIC  
State of Florida at Large  
Bernadette Pelliccia  
PRINTED Name of Notary

**AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION  
OF THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

TOWN OF LAUDERDALE-BY-SEA

**TOWN OF LAUDERDALE-BY-THE-SEA**

ATTEST:

Tedra Smith

Tedra Smith, Town Clerk

By: Scot Sasser

Scot Sasser, Mayor

18 day of April, 2015

Approved as to form and legality:

By: Susan L. Trevarthen

Susan Trevarthen, Town Attorney

28th day of April, 2015

By: Constance Hoffmann

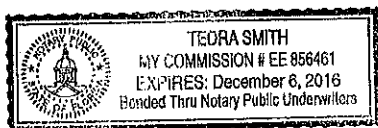
Constance Hoffmann, Town Manager

18 day of April, 2015

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 18, 2015, by Scot Sasser Mayor of LBTS, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.

My commission expires:



Tedra Smith  
NOTARY PUBLIC

State of Florida at Large

Tedra Smith  
PRINTED Name of Notary

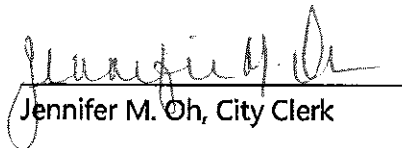
**AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION  
OF THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS**

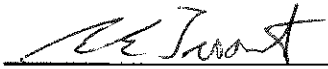
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective  
dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their  
respective Mayors, duly authorized to execute same.

CITY OF LIGHTHOUSE POINT


**CITY OF LIGHTHOUSE POINT**

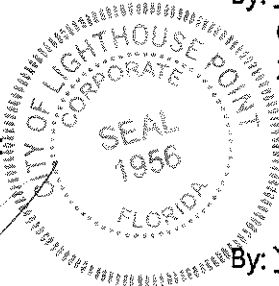
ATTEST:


  
Jennifer M. Oh, City Clerk

By:   
Glenn Troast, Mayor  
28<sup>th</sup> day of April, 2015

Approved as to form and legality


By:   
Michael D. Cirullo, Jr., City Attorney  
28<sup>th</sup> day of April, 2015



By:   
John D. Lavisky, City Administrator  
28<sup>th</sup> day of April, 2015

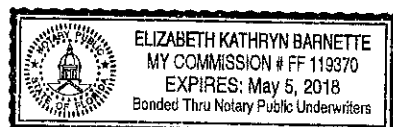
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 29<sup>th</sup>, 2015, by  
Glenn Troast, as Mayor of Lighthouse Point, Florida, a political subdivision of the state of Florida,  
who is personally known to me or who has produced \_\_\_\_\_, as identification and did  
(did not) take an oath.

  
NOTARY PUBLIC  
State of Florida at Large

My commission expires:

Elizabeth Barnette  
PRINTED Name of Notary



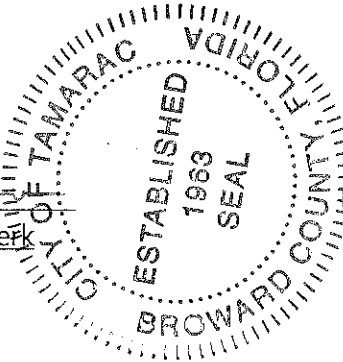
**AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION OF THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

CITY OF TAMARAC, FLORIDA

ATTEST:

*for Patricia Teufel*  
PATRICIA TEUFEL, City Clerk



By:

*H. Dressler*  
HARRY DRESSLER, Mayor

20 day of May, 2015

Approved as to form and legality:

By:

*S. Goren*  
SAM GOREN, City Attorney

12<sup>th</sup> day of May, 2015

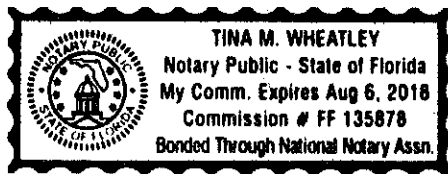
By:

*M. C. Cernech*  
MICHAEL C. CERNECH, City Manager

14 day of May, 2015

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 14, 2015, by Michael Cerned as City Mgr. of Tamascus, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced N/A, as identification and did (did not) take an oath.



My commission expires:

Tina M. Wheatley  
NOTARY PUBLIC

State of Florida at Large

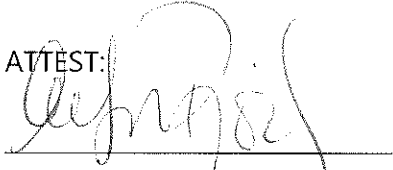
Tina M. Wheatley  
PRINTED Name of Notary

**AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION OF THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS**


IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

TOWN OF DAVIE  
6591 ORANGE DRIVE  
DAVIE, FLORIDA 33314

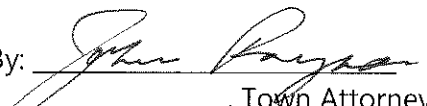
ATTEST:


  
\_\_\_\_\_  
Evelyn Roca, Town Clerk

**TOWN OF DAVIE**

By:   
\_\_\_\_\_  
Judy Paul, Mayor  
19<sup>th</sup> day of May, 2015


Approved as to form and legality:

By:   
\_\_\_\_\_  
John Rayson, Town Attorney  
19 day of May, 2015

By:   
\_\_\_\_\_  
Becky Deen, Town Administrator  
19<sup>th</sup> day of May, 2015

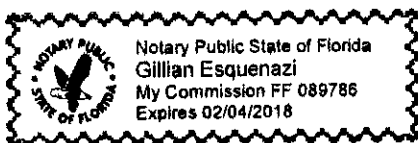
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 19, 2015, by Judy Paul, as Mayor of Town of Davie, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.

  
NOTARY PUBLIC  
State of Florida at Large

My commission expires:

Gillian Esquenazi  
PRINTED Name of Notary



**AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION OF THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

CITY OF

CITY OF Plantation

ATTEST:

Susan K. Slattery  
Susan K. Slattery, City Clerk

By: Diane Veltri Bendekovic  
Diane Veltri Bendekovic, Mayor

4<sup>th</sup> day of May, 2015

Approved as to form and legality:

By: Donald J. [Signature]  
City Attorney  
4 day of May, 2015

By: N/A  
\_\_\_\_\_, City Manager  
\_\_\_\_ day of \_\_\_\_\_, 2015

WITNESSES

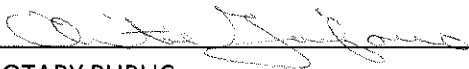
Karin Walsh  
SIGNATURE  
KARIN WALSH  
Print Name

Nancy Salafia  
SIGNATURE  
NANCY SALAFIA  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 11, 2015, by Diane Veltri Bendekovic, as Mayor of Plantation, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.






NOTARY PUBLIC  
State of Florida at Large

My commission expires:



CHRISTINE GUIFARRO  
MY COMMISSION # FF 208088  
EXPIRES: March 10, 2019  
Bonded Thru Budget Notary Services



PRINTED Name of Notary

**AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION OF  
THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

**CITY OF COCONUT CREEK**

Leslie Wallace May  
Leslie Wallace May, City Clerk

By: Rebecca A. Tooley  
Rebecca A. Tooley, Mayor

18 day of May, 2015

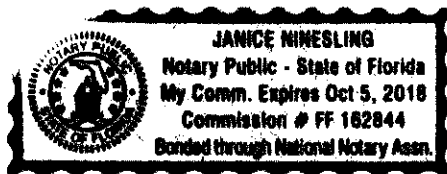
Approved as to form and legality:

By: Terrill C. Pyburn  
Terrill C. Pyburn, City Attorney

18 day of May, 2015

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 18, 2015, by Rebecca Tooley, as Mayor of Coconut Creek, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.



My commission expires:

Janice Ninesling  
NOTARY PUBLIC  
State of Florida at Large

Janice Ninesling  
PRINTED Name of Notary

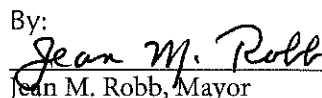
AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION OF  
THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective  
dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their  
respective Mayors, duly authorized to execute same.

CITY OF DEERFIELD BEACH

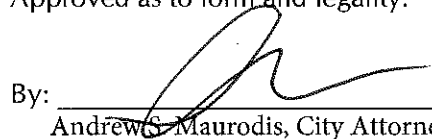
ATTEST:

  
Samantha Gillyard, CMC, City Clerk

By:   
Jean M. Robb, Mayor

23<sup>rd</sup> day of April, 2015

Approved as to form and legality:

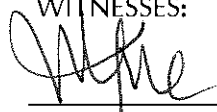
By:   
Andrew S. Maurodis, City Attorney

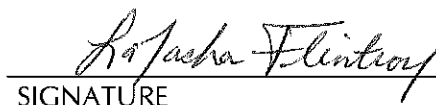
By:   
Burgess Hanson, City Manager

28<sup>th</sup> day of April, 2015

24 day of April, 2015

WITNESSES:

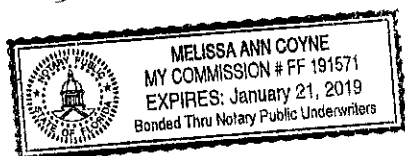
  
SIGNATURE  
Melissa Coyne  
Print Name

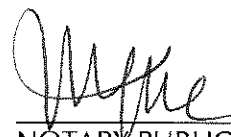
  
SIGNATURE  
LaTasha Flintroy  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 24, 2015, by  
Burgess Hanson as City Manager of Deerfield Beach Florida, a political subdivision of the  
state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as  
identification and did (did not) take an oath.

My commission expires:  
January 2019



  
NOTARY PUBLIC  
State of Florida at Large  
Melissa Coyne  
PRINTED Name of Notary

**AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION OF THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

CITY OF MIRAMAR

ATTEST:

By: *Denise A. Gibbs*  
Denise A. Gibbs, City Clerk

**CITY OF MIRAMAR**

By: *Wayne M. Messam*  
Wayne M. Messam, Mayor  
20 day of May, 2015

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

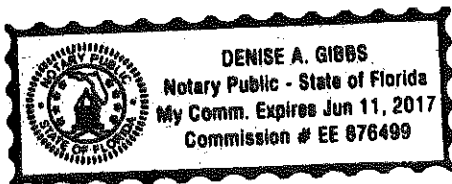
By: *Jamie Alan Cole*  
Jamie Alan Cole, City Attorney  
20 day of May, 2015

By: *Kathleen Woods-Richardson*  
Kathleen Woods-Richardson, City Manager  
20 day of May, 2015

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on 20th May, 2015, by Wayne M. Messam, as Mayor of the City of Miramar, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.

My commission expires:



*Denise A. Gibbs*  
NOTARY PUBLIC  
State of Florida at Large  
Denise A. Gibbs  
PRINTED Name of Notary

**AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION OF THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS**

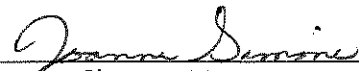
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

CITY OF MARGATE, FLORIDA

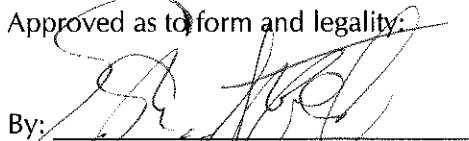
**CITY OF MARGATE**


ATTEST:

  
Joseph Kavanagh, City Clerk

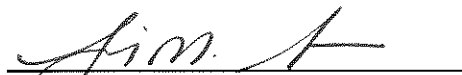
By:   
Joanne Simone, Mayor  
15<sup>th</sup> day of April, 2015


Approved as to form and legality:

By:   
Eugene M. Steinfeld, City Attorney  
15<sup>th</sup> day of April, 2015

By:   
Douglas E. Smith, City Manager  
15<sup>th</sup> day of April, 2015

WITNESSES

  
SIGNATURE  
Jennite M. Johnson  
Print Name

  
SIGNATURE  
Theresa Jones  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 15, 2015, by Joanne Simone <sup>Mayor</sup> Douglas E. Smith, as City Manager of City of Margate Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.

My commission expires:



Melissa M. Miller  
NOTARY PUBLIC

State of Florida at Large

Melissa M. Miller  
PRINTED Name of Notary

**AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION OF THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

CITY OF COOPER CITY

ATTEST:

Susan Poling  
Susan Poling, City Clerk

**CITY OF COOPER CITY**

By: [Signature]  
Greg Ross, Mayor  
28<sup>th</sup> day of April, 2015

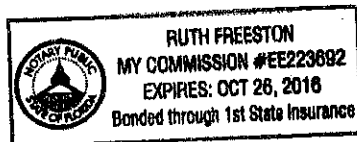
Approved as to form and legality:

By: [Signature]  
David M. Wolpin, City Attorney  
29 day of April, 2015

By: [Signature]  
Bruce D. Loucks, City Manager  
28<sup>th</sup> day of April, 2015

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on 28<sup>th</sup> April, 2015, by Greg Ross, as Mayor of Cooper City, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.



My commission expires:

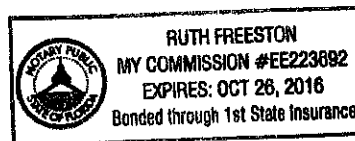
Ruth Freeston

NOTARY PUBLIC

State of Florida at Large

Ruth Freeston

PRINTED Name of Notary





**AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION OF THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

MUNICIPALITY

**CITY OF NORTH LAUDERDALE**

ATTEST:

Patricia Vancheri

Patricia Vancheri, City Clerk

By: Jack Brady

Jack Brady, Mayor

14 day of April, 2015

Approved as to form and legality:

f By: Samuel S. Goren

Samuel S. Goren, City Attorney

14 day of April, 2015

By: Ambreen Bhatti

Ambreen Bhatti, City Manager

14 day of April, 2015

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on APRIL 14, 2015, by JACK BRADY as MAYOR of NORTH LAUDERDALE, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.



Francine Ann Sanner  
NOTARY PUBLIC

**AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE  
DISTRIBUTION OF THE RESOURCE RECOVERY BOARD ASSET LITIGATION  
SETTLEMENT PROCEEDS**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

CITY OF CORAL SPRINGS

**CITY OF CORAL SPRINGS**

ATTEST:

Debra Thomas  
DEBRA THOMAS, CMC, CITY CLERK

By: Erdal Dönmez  
ERDAL DÖNMEZ, CITY MANAGER

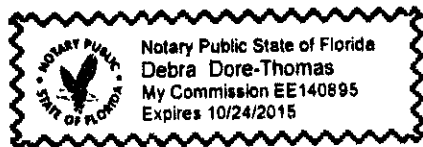
23<sup>rd</sup> day of April, 2015

Approved as to form and legality:

By: John F. Hearn  
JOHN F. HEARN, CITY ATTORNEY  
23<sup>rd</sup> day of April, 2015

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 23, 2015, by Erdal Dönmez, as City Manager of Coral Springs, Florida, a political subdivision of the state of Florida, who is personally known to me and did (did not) take an oath.



Debra Dore-Thomas  
Debra Doré-Thomas  
NOTARY PUBLIC  
State of Florida at Large

My commission expires: 10/24/2015

**AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION OF THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

TOWN OF SOUTHWEST RANCHES – ANDREW D. BERNIS, TOWN ADMINISTRATOR

ATTEST:



Russell Muñiz, Asst. Town Administrator/Town Clerk

**TOWN OF SOUTHWEST RANCHES**

By: 

Jeff Nelson, Mayor

14<sup>th</sup> day of May, 2015

Approved as to form and legality:

By: 

Keith M. Poliakoff, Town Attorney

14<sup>th</sup> day of May, 2015

By: 

Andrew D. Bernis, Town Administrator

14<sup>th</sup> day of May, 2015

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 14, 2015, by Jeff Nelson as Mayor of SW Ranches Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced \_\_\_\_\_, as identification and did (did not) take an oath.

  
NOTARY PUBLIC

State of Florida at Large

Ivette Solera  
PRINTED Name of Notary

My commission expires:



IVETTE SOLERA  
MY COMMISSION # FF 110488  
EXPIRES: April 7, 2018  
Bonded Thru Budget Notary Services

EXHIBIT "A"

2012 TONNAGE SCHEDULE

City	FY 2012 Tonnage	% Tons
Coconut Creek	31,870.03	3.4187%
Cooper City	20,927.66	2.2449%
Coral Springs	84,043.66	9.0153%
Davie	74,625.55	8.0050%
Deerfield Beach	50,789.52	5.4482%
Fort Lauderdale	153,135.43	16.4268%
Hillsboro Beach	1,402.61	0.1505%
Hollywood	79,751.81	8.5549%
Lauderdale by the Sea	7,130.07	0.7648%
Lauderdale Lakes	18,848.58	2.0219%
Lauderhill	37,278.44	3.9988%
Lazy Lake	-	0.0000%
Lighthouse Point	7,741.42	0.8304%
Margate	31,122.46	3.3385%
Miramar	63,928.20	6.8575%
North Lauderdale	23,328.83	2.5025%
Oakland Park	32,619.62	3.4991%
Pembroke Park	4,184.14	0.4488%
Plantation	48,241.40	5.1748%
Sea Ranch Lakes	502.40	0.0539%
South West Ranches	8,251.03	0.8851%
Sunrise	62,516.66	6.7061%
Tamarac	28,868.59	3.0967%
Unincorporated	11,998.80	1.2871%
West Park	5,650.36	0.6061%
Weston	33,132.94	3.5542%
Wilton Manors	10,340.98	1.1093%
	932,231.18	100.0000%