



Regular City Commission Meeting Agenda

150 NE 2nd Avenue | Deerfield Beach, FL, 33441 | 954-480-4200

Mayor Bill Ganz

Vice Mayor Michael Hudak

District 2 Commissioner Ben Preston

District 3 Commissioner Bernie Parness

District 4 Commissioner Todd Drosky

**Tuesday
June 7, 2022
7:00 PM**

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: May 17, 2022

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Non-Uniformed Employees' Retirement Committee Meeting Minutes

Attachment: February 14, 2022

Hillsboro Inlet District Meeting Minutes

Attachment: April 18, 2022

Code Compliance Meeting Minutes

Attachment: March 23, 2022 , April 12, 2022

African American Heritage Board Meeting Minutes

Attachment: April 14, 2022, April 28, 2022

Marine Advisory Board Meeting Minutes

Attachment: March 17, 2022

APPROVAL OF THE AGENDA

June 7, 2022

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/82973095648?pwd=amt2dzUxbjVVMVBNC0Z4cTJMUHNIUT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 829 7309 5648#

Participant ID: #

Passcode: 572674#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. Certificate of Recognition presented to staff for the successful "Ignite" Teen Mental Health Summit.

Sponsor: Department of Parks & Recreation

2. Certificate of Recognition presented by Captain Hofstein to BSO Law Enforcement staff.

Sponsor: BSO - Law Enforcement

PUBLIC HEARINGS – SECOND READING

3. **P.H. 2022-060: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; APPROVING A \$10,000,000 SUPPLEMENTAL APPROPRIATION AND BUDGET TRANSFER TO THE GENERAL FUND TO BE RESERVED FOR INDIRECT ARPA FUNDED PROJECTS AND A BUDGET ADJUSTMENT TO THE UTILITIES WATER AND SEWER RENEWAL FUND TO MODIFY THE \$2,800,000 DIRECT ARPA FUNDING FOR THE CHLORINE CONVERSION PROJECT TO INDIRECT ARPA FUNDING, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Financial Services

Attachment: Budget Amendment

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes unless extended for one (1) additional minute by the Mayor. All remarks made by the public at a Commission meeting on an agenda item shall be addressed to the Commission as a body and limited to the subject matter before the Commission at that particular time. No comments shall be made related to the personal life or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted. The public shall be given an opportunity to speak on any substantive agenda item, subject to the aforementioned restrictions, prior to a vote on the matter by the City Commission. The Commission shall determine the appropriate time, prior to the vote, for the public to speak. For consent agenda items, the public shall be given an opportunity to speak prior to the approval of the consent agenda. The Commission may, by majority vote, determine that public input on an agenda item be tabled to a future meeting so long as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.

CONSENT - BOARD APPOINTMENT

4. **Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Giuseppe Lapenna to the Board of Trustees of the Municipal Police Officers' Retirement Trust Fund of the City of Deerfield Beach to fulfill an expired term; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Commissioner Todd Drosky

Attachment: Police Pension Board Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

5. **Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Memorandum of Understanding ("MOU") with the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging of Broward County; authorizing the City Manager to execute the MOU; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: Disaster Assistance MOU

6. **Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Facility Use and Grant Agreement with the Little League Baseball, Inc. dba Deerfield Beach Little League for youth baseball programs to provide for an additional \$8,000 in grant funds; providing for execution, conflicts and an effective date. (*Funds from Account #001-7025-572-35-28 - Athletic Supplies*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: Deerfield Beach Little League

7. **Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Local Agency Program Agreement with the Florida Department of Transportation for the Deerfield Elementary and Middle Schools Safe Routes to Schools Project; authorizing execution of the Agreement; providing for implementation and an effective date. (Funds from Account #399-1702-564-60-31 - Capital Project Grants & Account #108-5050-541-60-31 - Infrastructure Improvements other than Buildings)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Environmental Services

Attachment: Safe Routes to Schools Project

8. **Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Carollo Engineers, Inc. in an amount not to exceed \$165,790.00 to update the Integrated Utilities Master Plan; authorizing execution of the Work Authorization; and providing for an effective date. (Funds from Account #401-5020-533-3099 - Other Professional Services)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Environmental Services

Attachment: Carollo Engineers, Inc.

ADDENDUM

9. **Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with the Supervisor of Elections of Broward County to conduct the Municipal Election to be held by the City of Deerfield Beach on November 8, 2022; authorizing execution of the Agreement; providing for implementation and an effective date. (Funds from Account #001-0308-513-32-99 - Other Contractual Services)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Office of the City Clerk

Attachment: SOE Agreement

DEPARTMENTAL BUSINESS

- 10. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposals #22-21-PC for beach lifeguard stations 1-10; authorizing execution of an agreement with the top ranked, responsive and responsible proposer roof painting by Hartzell, Inc. dba Hartzell Painting for the services for a one year term, with two one-year renewals, in an amount not to exceed \$211,816.50 per lifeguard station; providing for implementation and an effective date. (*Funds from Account #399-4553-539-65-30 - Lifeguard Towers*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Environmental Services

Attachment: Hartzell, Inc.

- 11. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Development Agreement with the Developer and Homeowners Association of the Peninsula Plat Development located on NE 9th Avenue/River Oak Lane; authorizing execution of the Development Agreement; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: Peninsula Plat Development

COMMENTS BY ADMINISTRATION & LEGAL

- 12. Presentation on the new median landscape manual and update on current improvements.**

Sponsor: Department of Planning & Development Services

Attachment: Landscape Manual

CITY COMMISSION BUSINESS

13. Discussion regarding the selection of a voting delegate to the Florida League of Cities 2022 Annual Conference from August 11-13, 2022.

Suggested Action: Motion on decision of Commission

Sponsor: City Commission

Attachment: FLC 2022 Annual Conference

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Budget Workshop Sessions - June 15 and June 16, 2022

Regular City Commission Meeting - June 21, 2022

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes City Commission

Tuesday, May 17, 2022

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:00 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present: 5 – Commissioner Todd Drosky
Commissioner Bernie Parness
Commissioner Ben Preston
Vice Mayor Michael Hudak
Mayor Bill Ganz

Also Present: 3 – City Manager David Santucci
City Attorney Anthony Soroka
Assistant City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Ganz advised that Vincent McKeever, former city employee, recently passed and asked that everyone keep the family in their prayers. Thereafter, was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - May 3, 2022

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve the meeting minutes as submitted. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak and Mayor Ganz

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Education Advisory Board Meeting Minutes - June 2, November 3, & December 1, 2021, January 5 & February 2, 2022

Community Appearance Board Meeting Minutes - March 23, 2022

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to acknowledge the board minutes. Voice Vote:

ACKNOWLEDGEMENT OF CITY BOARD MINUTES – CONTINUED

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak and Mayor Ganz

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

May 17, 2022

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve the agenda as submitted. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak and Mayor Ganz

Nays: 0

AWARDS & RECOGNITION**1. Proclamation in honor of Barney Edward Chalker, Jr. (Eddie). *(Tabled from May 3, 2022)***

Mayor Ganz said Barney Chalker, Sr. was a longtime mayor at the City and his son, Eddie, recently passed; thereafter, he outlined Mr. Chalker's contributions and activism to the City and country as a Army Veteran. Thereafter, the proclamation was presented to Mr. Chalker's son, Brad.

2. Proclamation presented to the Women's Foundation of Florida in recognition of Asian Pacific Islander Heritage Month.

Mayor Ganz read a proclamation recognizing Asian Pacific Islander Heritage Month and the atrocities they have faced. Thereafter, the proclamation was presented to the Women's Foundation of Florida.

Nervana Rampersad-Singh, Women's Foundation of Florida, thanked the Commission for celebrating the month and acknowledging the hardships against the Asian Pacific Islanders.

3. Proclamation in recognition of Haitian Flag Day on May 18, 2022.

Mayor Ganz said tomorrow is Haitian Flag Day and outlined the changes that inspired freedom from a colonial supremacy and becoming the first independent Black nation in the world and second in the western hemisphere. After 13 years of a revolutionary war, the Republic of Haiti declared themselves a free and independent nation on January 1, 1804; whereas, over 350,000 people died, and the event was commemorated by the National Flag, which represents their intention to live as free men and women in the western hemisphere. Mayor Ganz outlined the history and symbolization of the flag which is celebrated on May 18th everywhere around the world.

Pastor Perry Tima accepted the proclamation and thanked the Commission for recognition.

PUBLIC COMMENT

Richard Rosenzweig, 97 Farnham E, Deerfield Beach, said this month is Jewish American Heritage Month and outlined the history of the Jewish Americans. Lastly, he commented on the third term for elected officials as he understands it has been approved by the Commission.

Mayor Ganz advised that the third term for elected officials will go to the Supervisor of Elections and placed on the ballot.

CONSENT – BOARD APPOINTMENTS

- 4. Resolution 2022/083 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Nicholas Kerns as a regular member of the Cultural Committee to fill an unexpired term; and providing for an effective date.**

The Resolution was read by title only.

Commissioner Drosky said Mr. Kerns is recommended to fulfill Ms. Judy Wilson's position on the Cultural Committee and thanked her for her service as she is a great institution. He also thanked those who are willing to serve on the board.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Commissioner Drosky, seconded by Commissioner Parness, to approve Item 4, adopted Resolution 2022/083. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Item 5 was pulled for discussion.

Mayor Ganz opened the public hearing for Items 6 – 11; however, there were none to speak and the public hearing was closed.

- 5. Resolution 2022/084 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Colliers International Florida, LLC, for real estate broker services for the City's property located at 1045 SW 11th Way, utilizing the terms of City of Port St. Lucie Contract #20190072; providing for execution and an effective date.**

The Resolution was read by title only.

Vice Mayor Hudak said he would like to move forward with getting this property on the market as soon as possible.

Mayor Ganz spoke in support of selling the property.

Commissioner Parness said since the Commission's vote, he received several phone calls from developers showing interest. He said getting the referendum passed is the most important thing; however, he does not believe an outside agent is necessary.

Commissioner Drosky said he would like to hear staff's opinion on not using a broker. Furthermore, he explained that using in-house services means no commission is paid but is not sure that is allowed.

David Santucci, City Manager, advised that a presentation will give more insight and allow the firm to provide an overview of what they offer. Additionally, this is a commercial real estate brokerage transaction and the City does not have a commercial real estate broker on staff.

Ken Krasnow, Vice Chairman Colliers International, provided a PowerPoint presentation on the marketing strategy and proposal for the property located at 1045 SW 11th Way. Mr. Krasnow said they are working with many municipalities and have tremendous success in this area; thereafter, he outlined the process

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

they will follow: discussion with the Commission on what they would like to see at the property, invitation to negotiate, marketing and execution of that vision. He said this is a great time to expose the property to the market; whereas, they track office/industrial retail and vacancy rates making this an opportune time to expose this property to the market. He explained that there is much more than putting up a sign and taking phone calls, but positioning the property in context with the market, competition and various aspects, i.e. medical, retail, office, or industrial. The marketing campaign is fully comprehensive and addresses social media. Mr. Krasnow provided an overall timeline and said if the contract is approved, then the property would be on the market within weeks. After referendum, he anticipated the property being closed within 40 weeks and expects multiple offers. All the marketing, creating a website, video, social media, hard copy brochure are at their expense as they operate in a success-based environment and do not get paid until success. The offers are presented to the City and the invitation to negotiate is created by them based on what the Commission chooses.

There was a lengthy discussion between Commissioner Drosky and Mr. Krasnow about the vetting process for local bidders versus worldwide bidders and position-oriented marketing.

Commissioner Preston said the property will market itself because it is prime and would have preferred for staff to launch a campaign. Thereafter, he said he unsure what Colliers can do that will have an impact.

Mr. Krasnow said although it is a strong market, the property will not market itself as there are many people who have not heard of the City of Deerfield Beach. Also, they bring opportunities to people trying to enter the market, but don't fully understand how; whereby, people from other areas will drive the pricing and activity on these type sites. He also outlined other credentials, including additional staff for specific areas that will help secure a buyer for the property.

Mayor Ganz explained that City staff does not take on these type processes on a regular basis and although people have come forward expressing interest, nothing is concrete. This is an opportunity for a professional company to market the property in various areas. While the market is hot and the property is in a fantastic location, those factors should not stop the City from using a firm such as Colliers.

Vice Mayor Hudak spoke in support of Colliers International and agreed that staff does not perform these type services on a regular basis and using a firm will help get the best buyer for the location.

Commissioner Parness said land is scarce in Broward County and does not believe staff would have suggested using another company if it could be handled in-house.

Mr. Santucci recommended that the Commission outline what type of business they are not interested, i.e. gas station, fast food. Also, he asked for direction on the timeline because the referendum would not appear on the ballot until March 2023. The next available timeframe it would be available to the electors would be 2024 during a national election.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

Vice Mayor Hudak asked that movement be as expeditiously as possible.

Commissioner Drosky agreed and asked what the cost would be for the March 2023 election.

Commissioner Parness said it would be approximately \$130,000.

Mr. Santucci agreed. Further, he said staff could look into cost recovery with the successful composer which was confirmed by the consultant by nodding his head.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Drosky, to approve Item 5, adopted Resolution 2022/084. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

Nays: 0

6. **Resolution 2022/085 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with the School Board of Broward County for use of school buses; authorizing the City Manager to execute the Agreement; providing for implementation and an effective date. (*Funds from Account #001-7035-572-32-99 - Other Contractual*)**
7. **Resolution 2022/086 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a second work authorization with Coastal Protection Engineering, LLC and the Town of Hillsboro Beach for 2022 Physical Monitoring Services in an amount not to exceed \$29,938.50 for the City's 50% share of the cost; providing for execution and an effective date. (*Funds from Account #399-4553-539-65-30 - Coastal Capital Projects/CIP Infrastructure*)**
8. **Resolution 2022/087 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the 2022 Amendment to the Interlocal Agreement with Broward County for distribution of the proceeds of the Three Cent Additional Local Option Gas Tax on Motor Fuel; authorizing execution of the 2022 Amendment; providing for an effective date.**
9. **Resolution 2022/088 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the 2022 Amendment to the Interlocal Agreement with Broward County for distribution of the proceeds of the Fifth Cent Additional Local Option Gas Tax on Motor Fuel; authorizing execution of the 2022 Amendment; providing for an effective date.**
10. **Resolution 2022/089 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Craven Thompson & Associates, Inc. in an amount not to exceed \$81,410.00 for engineering and design services for the Deerfield Beach Middle School Aquatic Center Parking Facilities Drainage Improvements Project; authorizing execution of the Work Authorization; and providing for an effective date. (*Funds from Account #399-7035-572-65-30 - CIP Infrastructure/Middle School Aquatics Parking Lot*)**
11. **Resolution 2022/090 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Third Amendment to the contract with Sulphuric Acid Trading Company, Inc. for sulfuric acid 93% to provide for a price increase; authorizing execution of the Amendment; providing for implementation, conflicts, and an effective date. (*Funds from Account #401-5020-533-35-11 - Chemicals (Water Plant)*)**

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Items 6 - 11 in concert. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

DEPARTMENTAL BUSINESS

- 12. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Sign Relocation and Reconstruction Agreement with Clear Channel Outdoor, LLC pursuant to the City's Billboard Relocation Policy and Section 70.20, Florida Statutes; authorizing execution of the Sign Relocation Agreement; providing for an effective date. (Tabled from April 19, 2022)**

The Resolution was read by title only.

Anthony Soroka, City Attorney, advised that the applicant has requested deferral of the item until June 21, 2022.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak to defer Item 12 to the June 21, 2022 Commission Meeting. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

- 13. Resolution 2022/091 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Flood Mitigation Assistance Grant Agreement with the Florida Division of Emergency Management to reinstate and extend the Agreement; authorizing execution of the Amendment; and providing for an effective date.**

The Resolution was read by title only.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 13, adopted Resolution 2022/091. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

- 14. ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; APPROVING A \$10,000,000 SUPPLEMENTAL APPROPRIATION AND BUDGET TRANSFER TO THE GENERAL FUND TO BE RESERVED FOR INDIRECT ARPA FUNDED PROJECTS AND A BUDGET ADJUSTMENT TO THE UTILITIES WATER AND SEWER RENEWAL FUND TO MODIFY THE \$2,800,000 DIRECT ARPA FUNDING FOR THE CHLORINE CONVERSION PROJECT TO INDIRECT ARPA FUNDING, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

DEPARTMENTAL BUSINESS – CONTINUED

David Santucci, City Manager, said a presentation is available for items 14 and 15. He said the budget amendment effectuates a change in the ARP plan as discussed individually with each commissioner.

Joseph Sheets, Government Services Group Senior Project Manager, advised that the presentation will review the proposed change and methods used to fund some of the projects. Due to changes in the Plan, it provides the City some flexibility and cost/time savings later on. Mr. Sheets outlined the Plan allocations, whereby, the Commission approved a robust plan which captures public infrastructure, lost public sector revenue, economic impacts in the community and public health expenditures. The final ruling update from Treasury, released on January 7th, addressed the revenue lost expenditure category. This provides the most flexibility and advantage to local government because it omitted the previous calculation, due to inconsistency, and allotted a standard allocation of \$10 million of revenue loss funding as opposed to the calculation for all cities, counties, and territories. The calculation identified \$6.2 million for the City, but can now spend \$10 million of the \$16 million allocation on revenue lost expenditures.

Continuing, Mr. Sheets outlined the standard allowance funding plan categories: capital expenditures, general infrastructure, health services, provision of police, fire, and other public safety services, as well as others. Staff identified approximately \$10 million worth of projects and instead of being funding by direct American Rescue Plan expenditures, it can be offset by a singular line item expenditure and funded through General Fund expenditures. Instead of using \$10 million toward projects, those funds will be used toward the yearly Broward Sheriff's Office contract obligations. The overall spending plan as a whole is not changing; in terms of the projects that will be completed as a result of the Plan funds. He explained how the ARPA funds will free up \$10 million from the General Fund for monies that would normally go toward the contract; then, the \$10 million can be administered through General Fund monies. Mr. Sheets outlined the advantages to the change: increase in costs and project timelines; whereas, this change will decrease the project timeline, cost, and instead of reporting on 10 different projects for the next 5 years on a quarterly basis, the report will only be on 1 project for the next 5 years on a quarterly basis.

Mr. Sheets outlined the direct ARPA projects which has not changed and indirect ARPA projects that would be paid from the General Fund instead of a federal grant source. Many of the indirect projects have undergone procurement, other costs, without the need for federal language to save time. The total indirect projects total approximately \$9.4 million which is under the budgeted \$10 million. Additionally, the reprioritized projects were displayed and he explained that the projects having an impact on the City can be engaged for better benefit to the City. Thereafter, Mr. Sheets entertained questions by the Commission.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 14 on first reading. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

15. Resolution 2022/092 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the amended list of city projects to be funded with, or with funds made available by, American Rescue Plan Act Funds; authorizing execution of the Amendment; and providing for an effective date.

The Resolution was read by title only.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

DEPARTMENTAL BUSINESS – CONTINUED

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 14, adopted Resolution 2022/092. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY – No Report.

CITY MANAGER**16. Presentation by Teresa Rynard, Director of Parks & Recreation, regarding the revised summer program.**

Ms. Rynard provided a PowerPoint presentation regarding revisions made to the summer program as well as programs throughout the year. The National Parks & Recreation Association has three pillars, health & wellness, conservation, and social equity; whereby, the City has touched on each through activities. She explained the difficulty of obtaining summer help, but the Broward Sheriff's Office and PAL will assist with the process. Thereafter, she advised that recreational programs for middle and high school students will take place over the summer, some will be together, but most separately, and a pre and post survey will be given to evaluate the program's effectiveness. Some of the goals she wishes to meet: engaging middle school students; increase teen programs. Ms. Rynard provided statistics on teens not being involved in programs and the activities to be provided: sports, entertainment, and educational. The summer program starts June 9th at Pioneer Park and will continue everyday all summer until a week before school starts.

In response to Commissioner Drosky's question, Ms. Rynard replied that grant funding is based on accreditation through the academy. The process is very time consuming and she has been through the process twice; whereby, Kansas City has been accredited for 24 years. She advised that there are not a lot of grants that require the accreditation anymore and it may be considered in a year or two due to the rigorous requirements.

Vice Mayor Hudak left the dais temporarily at 8:35 pm and returned at 8:37 pm.

17. Presentation by Rodney Brimlow, Director of Public Safety, regarding updates and progress of the department.

David Santucci, City Manager, advised that Mr. Brimlow has been with the City for 6 months now and wanted to provide an overview of the department's progress.

Mr. Brimlow provided a PowerPoint presentation outlining the divisions under his guidance. First, the areas within Code Enforcement that he has been focused on are increased customer service, fiduciary responsibility and enhancing safety/beauty/compliance. Steps toward these goals include encouraged use of the website for status updates, resolving cases prior to going to magistrate, which is ongoing, and reduction of continuances which has been reduced from 90 days to 30 days. Additionally, for hearings, there is a partial cost offset with the magistrate hearings; if mitigated, costs are higher and the City has not recouped any of those costs in the past. For life safety violations, the action is to immediately abate and for mitigations, those cases that come back to the magistrate after the violator has been fined, to lower the fee. Mr. Brimlow provided an example of a 90-year old woman with \$200,000 in fines, whereby, cases like this need to be resolved. Nevertheless, there are other businesses and repeat violators that try to take advantage of the litigation process; so, anything over \$50,000 requires his approval. Furthermore, the 40-

COMMENTS BY ADMINISTRATION & LEGAL – CONTINUED

and 50-year inspections are ongoing. Taskforce approach is being used and has positive responses for compliance. Another process involves code working with law enforcement or fire rescue support, wherein, a team will go out and review an ongoing problem to address those issues.

Continuing, Mr. Brimlow provided a brief synopsis of Emergency Management. The Emergency Management Supervisor started in March and has been working diligently on equipment replacement/upgrades and getting the emergency operations center (EOC) ready. Functional issues are being addressed, standard operating procedures and checklists are in place for each function in the EOC; staff has been trained; the EOC is ready functional and more drills will continue throughout the year. Moreover, Mr. Brimlow said there has been a challenge with staffing park rangers and beach ambassadors; however, a lead park ranger will be starting at the end of the month and will select beach ambassadors, which is high priority. Beach ambassadors will operate from the parks instead of an office, but will communicate electronically.

Mr. Brimlow commented on the contracts for Broward Sheriff's Office for police and fire and has reached out to the Sheriff's Office on budgetary issues he would like to discuss. There are issues at the police and fire stations; whereby, there are plans for upgrades. Also, there is consideration for the future of the stations, whereby, a master plan is being developed to include a needs assessment and scope of service that is needed. There have been structural upgrades to Station 75, life safety upgrades to Station 66, replaced Station 111, and Station 51's grand opening will take place within the next couple weeks. Issues in Parking Enforcement are being examined. He advised that mobile agreements are being used which took revenue from 2% to 24%; eliminating coins dropped 34% of revenue to 3%; and digital permits for parking at the beach and the boat ramps. The less the meters are used, the lower maintenance and replacement as each cost about \$10,000. He commented on the amnesty program, which staff got rid of about \$15,000 in old debt; the collection company was changed and increased revenue by \$13,000 last year; for repeat offender registration tolls and towing are utilized and although it will take some time to collect the revenue, those with more than 3 citations cannot register their vehicle and must pay before the state will issue the registration.

Furthermore, Mr. Brimlow said there were issues with rental car companies because they were sending a transfer of liability to the City which is no longer accepted and have collected an additional \$12,000 from rental car companies; about \$22,000 is still outstanding, but will continue pursuing those funds. The credit card fee schedules were audited and changes resulted in an approximate savings of \$30,000. A mobile interface will soon begin and save another \$20,000 yearly. Other opportunities include text to pay, increased efficiency of the unit and customer service. The new Parking Enforcement Supervisor will start at the end of the month. Lastly, Mr. Brimlow said there has been a great relationship with Parks & Recreation and have worked on strategic planning on special events, resource allocation, and other approaches. In closing, Mr. Brimlow commented on working with Financial Services, whereas, the fire assessment fee analysis is almost complete, as well as working with branch management on securing funding opportunities for public safety.

Commissioner Drosky asked that an analysis be provided during the budget sessions in June to show the cost savings. He also applauded the preparedness and procedures for the safety of the persons, staff, and property. Commissioner Drosky asked if there is anything the Commission can do to speed up the changes.

Mr. Brimlow replied yes, code issues will be coming before the Commission, i.e. certain areas of the code that can better facilitate safety issues but also streamline current processes. He also confirmed that figures will be provided at the budget workshops. In response to Commissioner Drosky's question, Mr. Brimlow advised that hurricane season is on his radar and replied that there has been some interdepartmental training, 5 sessions in March, and more training thereafter for Finance. He continued to highlight other changes to emergency management from an operational perspective.

Commissioner Drosky requested quarterly updates.

COMMENTS BY MAYOR & CITY COMMISSION**VICE MAYOR HUDAK****DISTRICT 1**

Ocean Brews & Blues – Vice Mayor Hudak said the event will take place this weekend.

A1A Mobility Improvement Project – Vice Mayor Hudak said the project will start at Hillsboro Mile; the open house will take place on June 1st from 6 pm to 7 pm at the Hillsboro Beach Town Hall. A virtual session will take place from 5 pm to 6 pm.

COMMISSIONER PRESTON**DISTRICT 2**

Upcoming Events – Commissioner Preston said the JM Teen Center ribbon cutting will occur tomorrow at 4 pm. On Thursday, at 3:30 pm, there will be an appreciation at Deerfield Beach High School.

Vincent McKeever – Commissioner Preston said Mr. McKeever was heavily involved in the community. He said he knew him very well and he will be sorely missed.

League of Cities Meeting/Community Garden – Commissioner Preston said he attended the meeting last Friday and Deerfield Beach was represented well and Commissioner Drosky was installed as vice president. Thereafter, he applauded the event and what came from it; i.e. community garden. He asked that the City Manager identify city-owned property where a potential garden can begin.

COMMISSIONER PARNES**DISTRICT 3**

No Report.

COMMISSIONER DROSKY**DISTRICT 4**

Saturday Office Hours – Commissioner Drosky said office hours will be held on June 4th from 10 am till noon and those interested can contact the City Manager's Office for an appointment.

MAYOR BILL GANZ

Hurricane Season – Mayor Ganz said he wants to make sure stormwater projects are moving forward especially due to flooding; therefore, he asked that an update on stormwater projects be provided.

Broward County Schools Overhaul – Mayor Ganz said the Broward County School Board voted today to do a district overhaul and increase public relations spending and cut back in areas such as teaching and learning. He said it is disappointing because one position that was eliminated was the literacy director. Furthermore, the School Board is trying to come forward with another bond to get more money from the taxpayers to be used toward recruiting high quality teachers and staff, security, safety, and enhancing essential programs. He said money was given before and it is now necessary to learn from the past; whereas, previous funding was supposed to be used toward renovating schools which never happened. Now, the costs exceed what bond funds have brought in and is an utter failure. Although it was passed by the School Board, he encouraged people to not support it.

City of Buffalo – Mayor Ganz commented on the hate crime against the Black community and spoke against racism. He said he hopes that when Deerfield Beach lifts up the community by recognizing Haitian Flag Day and other races, cultures, and communities, that no one tolerates people who think their race is better than others. And, that we do everything possible to prevent a tragedy like Buffalo from happening here.

ADJOURNMENT

There being no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to adjourn the meeting at 9:07 p.m. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak and Mayor Ganz

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

CITY OF DEERFIELD BEACH NON-UNIFORMED
EMPLOYEES' RETIREMENT COMMITTEE SUMMARY OF REGULAR MEETING MINUTES
February 14, 2022

ROLL CALL: The quarterly meeting of the Board of Trustees of the City of Deerfield Beach Non-Uniformed Employees' Defined Benefit Pension Fund was called to order at 12:10 PM on February 14, 2022 at Central City Campus.

TRUSTEES PRESENT: Lee Magnuson, F David Rolwing, Najaim Musto and Valerie Hackett via teleconference.

OTHERS PRESENT:

Attorney Robert Sugarman, Consultant Scott Owens, Actuary Piotr Krekora of GRS, Auditor Eric Leventhal and Administrator Livia Giuliani.

APPROVAL OF MINUTES:

November 8, 2021

Chairman Magnuson moved to approve the November 8, 2021 meeting minutes and Trustee Musto seconded the motion and it passed.

PUBLIC COMMENTS:

There were no public comments at this meeting.

INVESTMENT REPORTS FOR QUARTER ENDING 12/31/2021

Graystone Consulting

Mr. Owens reported on the economy noting that the S&P continued its gains in the 4th quarter returning 11.3% US equities outperformed International developed and emerging markets. Real Estate technology and materials were the top performers in the 4th quarter returning 17.5%, 16.7% and 15.2% respectively. The EAFE Index returned 2.7% while the MSCI Emerging Markets Index declined 1.2%. The Bloomberg Barclays Aggregate Index returned 0.1%

Mr. Owens reported on the performance noting that the total fund returned 6.15% for the quarter vs. the policy index of 4.11%. The Wedge equity returned 10.69% vs. 7.77%. The Sawgrass Growth fund returned 13.46% vs. the Russell 1000 Growth of 11.64%. The London Company returned 8.38% vs. 2.14%. Lazard and Renaissance returned 1.23% and 2.86% vs. the MSCI AC World index of 1.82% respectively. Sage fixed income returned -0.54% vs. the BC Gov Cr index of 0.18%. Wedge fixed income returned -0.14% vs. the Barclays Govt/Credit Bond index of 0.18%. Blackrock and Blackstone returned -0.04% and 0.56% vs. the Barclays' Aggregate of 0.01%. AEW real estate returned 8.60% vs. the NCREIF property index of 6.15%. Finally, Mr. Owens reported that the fund is doing well and had no recommendations at this time. That being said, Trustee Rolwing moved to accept the Consultant's report as presented and Chairman Magnuson seconded the motion and it passed.

NEW BUSINESS:

Presentation of 9/30/2021 Financial Statements

Mr. Eric Leventhal first reported on the independent auditor's report noting that they found no deficiencies in the internal controls and gave a clean opinion. Mr. Leventhal reported on the Plan Highlights noting that the total Employer contributions were \$1,380,267; the total interest and dividend earnings were \$1,275,263. Total investments were \$56,789,481. The net Investment income was \$9,187,825; the benefits paid were \$5,351,359. Revenues were \$10,596,763 which comprised of \$1,380,267, plus net investment income of \$9,187,825 and other income of \$28,671. The expenses

(deductions) decreased from \$5,655,910 in 2020 to \$5,455,021 and the total net position restricted for benefits at September 30, 2021 was \$56,819,589, a 10% increase from 2020. Mr. Leventhal reported on the detail of administrative expenses noting that the expenses were \$103,662 an increase from 2020. The legal fees totaled \$36,000 the Actuary fees totaled \$24,667, the administrative fees totaled \$17,400, the accounting fees totaled \$13,813, the fiduciary liability insurance totaled \$8,469, the Conferences totaled \$2,693 and the miscellaneous expenses which is the FPPTA membership and dues totaled \$620. Ms. Leventhal noted that there were no issues in receiving the information in a timely manner. That being said, he noted that if the Board had no questions for him that a motion was in order to approve the 9/30/2021 financial statements as presented. Trustee Rolwing moved to approve the financial statements as presented and Trustee Musto seconded the motion and the motion passed.

Presentation of 10/1/2020 Actuarial Valuation

Mr. Krekora reported that the required Employer contribution for fiscal year ending 9/30/2021 is \$1,372,990 and for the fiscal year ending 9/30/2022 is \$1,161,341, a reduction of approximately \$200,000. The plan experience was more favorable than anticipated due to a gain on investment return. This resulted in an investment return of 7.8% which exceed the investment assumption of 6.0%. There were additional gains from a higher-than-expected number of retiree deaths. There are conditions to be met in order to pay a COLA to the retirees. 1) there must be an actuarial gain from investment earnings, 2) there must be an overall gain for the year and 3) they must be an accumulated gain over the years. All of these conditions were met so the retirees and beneficiaries in pay status on 9/30/31 are eligible to receive a 1.6% increase effective 10/1/2021. Attorney Sugarman noted that the COLA cannot be paid from City funds or City contributions according to section 54-216 of the Deerfield Beach Code that states that COLAs can only be paid from investment returns that exceed the assumed rate of investment returns. Mr. Krekora suggested changing assumptions to add to cost of plan for the variable increases that would be paid in the future, which can be paid solely and only out of investment gain over the assumed rate. There were no changes in benefits or actuarial assumptions in this valuation. The Funded ratio this year was 97.9% vs. 94.5% from last year. Mr. Krekora reported on the plan participation noting that currently there is only 1 active member left in the Plan and there are 115 retirees and beneficiaries with an expected covered annual payroll of \$84,787.

Finally, Mr. Krekora noted that the plan is near the point where the accumulated assets in the Trust exceed the total present value of expected future benefits and as contributions are projected to decrease, he recommended having cash flow projections prepared to understand the liquidity needs. There was no action taken at this time. That being said, Trustee Rolwing moved to approve the October 1, 2021 actuary valuation and Trustee Musto seconded the motion and it passed.

UNFINISHED BUSINESS:

There was no unfinished business discussed.

CONSENT AGENDA: For Approval: Warrant #321

Benefits USA, Inc. (Flat Monthly Fee for February 2022)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for February 2022)	\$275.00
Benefits USA, Inc. (Submission of 2021 Audit File; Inv#IGTax4300; dated 1/16/22)	\$755.00
GRS (Services Rendered; Invoice #468461 dated 1/5/2022)	\$2,550.00
KSDT (Progress billing for 9/30/2021 audit; Invoice #110706 dated 1/31/2022)	\$2,300.00
Sugarman & Susskind (Legal Fees-Invoice #165957 dated 2/4/2022)	\$3,000.00
Total	\$10,330.00

For Ratification: Warrants #317-320

Graystone Consulting (Q3-21 Consulting Fee-Invoice #10128321302 dated 10/29/2021)	\$11,875.00
KSDT (Progress Billing Re: 9/30/21 Audit; Invoice #107490 dated 10/31/2021)	\$2,300.00
Sugarman & Susskind (Legal Fees-Invoice #163706 dated 11/5/2021)	\$3,000.00
Trustee & Fiduciary Ins. Services (2021-2022 Fiduciary Liability Insurance Renewal)	\$7,663.00
Total	\$24,838.00

CONSENT AGENDA CONT'D:

Benefits USA, Inc. (Flat Monthly Fee for December 2021)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for December 2021)	\$275.00
FPPTA (2022 Annual Members Renewal)	\$750.00
FPPTA (Winter Trustees School registration for Valerie Hackett)	\$850.00
FPPTA (Fundamental's registration for Najaim Musto)	\$150.00
London Company (Q3-21 Mgmt Fee-Invoice dated 7/12/21)	\$11,563.00
Sage Adv. Svcs (Q3-2021 Mgmt Fee-Inv #20210930-564-A dated 6/30/2021)	\$4,822.26
Sugarman & Susskind (Legal Fees-Invoice #164354 dated 12/9/2021)	\$3,000.00

Total **\$22,860.26**

Benefits USA, Inc. (Flat Monthly Fee for January 2022)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for January 2022)	\$275.00
KSDT (Progress Billing for 9/30/21 Audit; Invoice #108116 dated 11/30/2021)	\$1,500.00
KSDT (Progress Billing for 9/30/21 Audit; Invoice #109225 dated 12/31/2021)	\$1,600.00
Sage Adv. Svcs (Q4-2021 Mgmt Fee-Inv #20211231-564-A dated 12/31/2021)	\$4,785.71
Sugarman & Susskind (Legal Fees-Invoice #161165 dated 8/4/2021)	\$3,000.00
Valerie Hackett (Hotel & Per Diem for Winter Trustees School)	\$909.13

Total **\$13,519.84**

Benefits USA, Inc. (Bookkeeping Fee shortage for December 2019)	\$25.00
Benefits Outsource, Inc. (Overpayment of ins premium for deceased retiree J Parrish)	\$14.70
Fifth Third (Q4-2021 Custodian Fee-Invoice #6856014 dated 1/5/2022)	\$3,933.64
Lazard Asset Mgmt. (Q4-2021 Mgmt Fee-Inv #1789464 dated 1/10/2022)	\$3,109.53
London Co. (Q4-2021 Mgmt Fee-Invoice 1/13/2022)	\$11,637.00
Sawgrass Asset Mgmt (Q4-2021 Mgmt Fee-Inv #dege112s-123121 dated 1/15/2022)	\$12,611.17
Renaissance Inv. Mgmt. (Q3-2021 Mgmt Fee-Invoice dated 10/5/2021)	\$4,920.90
Renaissance Inv. Mgmt. (Q4-2021 Mgmt Fee-Invoice dated 1/4/2022)	\$5,077.64
Sugarman & Susskind (Legal Fees-Invoice #165297 dated 1/11/2022)	\$3,000.00
Wedge Capital Mgmt (Q4-2021 Mgmt Fee-LCV a/c #W00639 dated 1/19/2022)	\$16,328.66
Wedge Capital Mgmt (Q4-2021 Mgmt Fee-FI a/c #W01170 dated 1/19/2022)	\$6,583.16

Total **\$67,241.40**

Trustee Rolwing moved to approve the Consent Agenda and Trustee Musto seconded the motion and it passed.

ATTORNEY'S REPORT:

Mr. Sugarman had nothing to report on Legislation. He spoke on the Sunshine Law reminding the Board not to speak to each other outside of our public trustee meetings regarding pension related matters. If any information is needed, they should contact the Administrator.

ADMINISTRATOR'S REPORT:

The Administrator had nothing further to report.

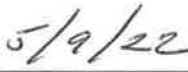
NEXT MEETING DATE:

The Administrator reported that the next regular meeting date is May 9, 2022 at 12:00 Noon.

ADJOURN:

Trustee Musto moved to adjourn and Chairman Magnuson seconded the motion and it passed. The meeting was duly adjourned at 2:46 pm.


Secretary


Date

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, April 18, 2022
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

Chairman Denise Bryan
Commissioner Hank Sarkis
Commissioner Mohamed “Mo” Tarifi
Commissioner Randy Strauss

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Robert M. Andrews, District Accountant
Captain Woodworth R. Draughon III
Assistant Captain, Alexander Cuevas
Kimberly Longo, District Secretary
Mayor Kyle Van Buskirk, City of Lighthouse Point
Christopher Creed, P.E. – Principal, Olsen Associates, Inc.
Ken Smith, CPA, Partner - Keefe McCullough

QUORUM PRESENT: The Secretary called the roll and established a quorum for the regular meeting. The meeting was called to order by Chair Bryan at 6:30 P.M.

APPROVAL OF MINUTES: A Motion to approve the March 21, 2022 Regular Meeting Minutes was made by Commissioner Strauss and seconded by Commissioner Sarkis.

Chair Bryan	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes

The Motion to approve the minutes was approved unanimously. (4-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Strauss and seconded by Commissioner Sarkis for approval of all outstanding bills in the amount of \$37,305.61. The bills were reviewed and discussed in detail.

Chair Bryan	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes

The motion to approve the outstanding bills was approved unanimously. (4-0)

APPROVAL OF CURRENT MONTH'S EXPENSES: A Motion was made by Commissioner Sarkis and seconded by Commissioner Strauss to approve current month's expenses of approximately \$40,000.00.

Chair Bryan	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes

The motion to approve current month's expenses was approved unanimously. (4-0)

DREDGE LOG: Captain Draughon presented the Inlet depth chart, which depicted five (5') feet controlling depth seaward by number 4 marker and eight (8') feet controlling depth shoreward by the submerged line. There was 24.5 hours of dredging time, resulting in about 11,025 yd³ of sand bypassed to Pompano Beach.

INLET STATUS REPORT: Captain Draughon advised the Board that the crew performed general maintenance. Captain Draughon also advised that the crew also performed the following:

1. The crew brought four (4) floating hoses from the yard to replace the ones that were beat up;
2. Installed new mooring lines for the workboats; and
3. Repaired and reinforced one of the workboat anchors

Commissioner Sarkis inquired about the WR2 red buoy on the seaward side. It is a two second flasher that broke after Hurricane Irma. Captain Draughon advised that the District has it in the yard and they are waiting for the Coast Guard to fix it. Captain Draughon has reached out to the Coast Guard. Attorney Tolces asked that Captain Draughon forward the information and he would see who his contacts are at the Coast Guard.

Captain Draughon advised the Board that Dredge Central contacted him and advised that they have nine (9) floating hoses in the yard in Jacksonville. The Board discussed the need for more floating hoses. The purchase price is estimated at \$51,000.00 plus transport. A Motion was made by Commissioner Sarkis and seconded by Commissioner Strauss to have Captain Draughon travel to Jacksonville to inspect the floating hoses and if they are satisfactory, to purchase the floating hoses for the same cost as the prior purchase from Dredge Central LLC.

Chair Bryan	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes

The motion was approved unanimously. (4-0)

PUBLIC COMMENTS: No public comments.

NEW BUSINESS:

REQUEST FOR SIGNAGE ON NORTH JETTY FROM BROWARD SHERIFF'S OFFICE

FIRE DEPARTMENT: Mayor Kyle Van Buskirk was present to speak to the Board to discuss signage at the north jetty. Mayor Van Buskirk appeared in his capacity as Battalion Chief at Port Everglades (Battalion 6). He is part of the boat program at the Broward Sheriff's Office. Fireboat 6 is the most active fire boat in Broward County. He is also a boater who uses the Hillsboro Inlet on a regular basis.

Mayor Van Buskirk discussed the Hillsboro Inlet cut through over the years. He stated at low tide you can see the rocks. Even with the sonar and radar, boaters still use the cut through and run aground causing damage to the coral and injures the boat. There is also a life safety issue with the boat hitting the rocks. There have been seven boats who utilized the cut through over the last six months and not make it. He stated that the District needs to be proactive and put up at least three markings too make sure it is not a cut through. Commissioner Sarkis stated we need some type of temporary markers at the weir. Commissioner Strauss stated the District needs a legal opinion as to legal liability and permitting issues.

Chris Creed of Olsen Associates, Inc. stated that he has experience with signage. He stated Amelia Island had notable sea level rise so rocks were being inundated. A permanent type of structure was made. A steel sheet pile can be put out there to resist some type of storm impact.

Attorney Tolces advised that he will update the legal opinion regarding temporary permanent signage at the structure.

DRAFT AUDIT REPORT 2021-2022 FISCAL YEAR: Chair Bryan advised the Board that Ken Smith of Keefe McCullough was present to discuss the 2021-2022 Audit. Mr. Smith advised the Board that the Audit went fine. He stated District Accountant, Robert Andrews provided the information that was needed. It was a normal process and the reports are unmodified. There are no large adjustments to the financial statements and the District is in compliance. Mr. Smith also discussed the allocation of reserves. A Motion was made by Commissioner Strauss to approve the 2021-2022 Audit and seconded by Commissioner Sarkis.

Chair Bryan	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes

The motion was approved unanimously. (4-0)

RESOLUTION REALLOCATING RESERVES FOR THE 2021-2022 FISCAL YEAR BUDGET:

Resolution No. 2022-01 was read into the record by General Counsel, David Tolces as follows:

**A RESOLUTION OF THE HILLSBORO INLET DISTRICT, FLORIDA, AN
INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA,**

ADJUSTING THE RESERVE BALANCES AS PROVIDED IN THE ANNUAL BUDGET FOR THE FISCAL YEAR 2021-2022 FOR THE HILSBORO INLET DISTRICT, FLORIDA, AS ORIGINALLY ADOPTED ON SEPTEMBER 20, 2021; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Commissioner Strauss and seconded by Commissioner Tarifi to approve Resolution No. 2022-01 (Reallocating Reserves for the 2021-2022 Fiscal Year Budget).

Chair Bryan	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes

The motion to approve Resolution No. 2022-01 was approved unanimously. (4-0)

2021 SAND BYPASS REPORT REVIEW: Chris Creed of Olsen Associates, Inc. discussed the 2021 Annual Sand Bypassing Report with the Board. Mr. Creed advised the Board that the last time the District's sediment budget was reviewed was 25 years ago. He stated there is a tremendous amount of data available to study sediment transport and characteristics and there are more techniques available to analyze the sediment budget. He also stated that newer tools and there could be a more in-depth investigation. Mr. Creed also stated that 80% of the sand goes south and 20% goes north. Sometimes sand that is placed south ends up back in the inlet. Commissioner Sarkis stated that there are many metrics available to determine how well the District is doing.

A motion was made by Commissioner Sarkis to approve the 2021 Sand Bypassing Report and seconded by Commissioner Strauss.

Chair Bryan	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes

The motion was approved unanimously. (4-0)

BUDGET UPDATE/EQUIPMENT UPDATE: Attorney Tolces advised that this item was covered and a spreadsheet was provided by District Accountant Robert Andrews.

UPDATE – ELBOW BARGE RFP: Attorney Tolces advised that the District did not receive any responses to the RFP. Captain Draughon and Assistant Captain Cuevas discussed a proposal received from RPS Barge Company, and they expected to receive another proposal prior to next month's meeting. A motion was made by Commissioner Sarkis to table this item for next month and seconded by Commissioner Strauss.

Chair Bryan	Yes
-------------	-----

Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes

The motion was approved unanimously. (4-0)

OLD BUSINESS:

COMMISSIONER COMMENTS: None.

GENERAL COUNSEL COMMENTS: None.

Motion was made by Commissioner Sarkis to adjourn the meeting and seconded by Commissioner Strauss. The meeting was adjourned at 7:45 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

March 23, 2022

Douglas Gonzales

Presiding

Special Magistrate Douglas Gonzales in the City Commission Room called the meeting to order at 9:30 AM.

PRESENT: Lenore Graber, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Jade Robinson, Code Compliance Inspector
Marcio Chavez, Code Compliance Inspector
Shariann Pearson, Special Magistrate Clerk

For the record Winlett Jordan-Banton, Special Magistrate Clerk swore the attendees.

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
3	21120134	DE OLIVEIRA,DIEGO OLIVEIRA VIZCAINO,PALMIRA	221 NW 43 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-22-2022 \$135 PER DAY \$80 PROSECUTION COST
4	22010019	TRUST NO 912 SE 13TH GOMEZ, EMANUEL JOSE TRSTEE	912 SE 13 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-22-2022 \$135 PER DAY PER VIOLATION \$80 PROSECUTION COST
8	22020092	STONGER,JON BRZUSTOSKI,CHRISTINA	216 NE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CONTINUED TO 6-29-2022
10	21120138	ROCHA,ALEXANDRE /LANDSCAPE	4346 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT WAS PRESENT- ALEXANDRE ROCHA EXTENSION DENIED

					FINES IMPOSED AS OF 3-18-2022 FOR \$110 PER DAY
11	21090034	JACKSON,ALBERT JACKSON,ALFREDIA EST	49 NE 6 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT WAS PRESENT- ALBERT JACKSON CERTIFIED WITH \$80 PROSECUTION COST
12	21120130	WAGENER,ANDRIA	500 SE 13 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69. (g) - Preparation and storage of residential refuse	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
13	22010006	JEFFERS,RUTH B	1024 SE 13 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- RUTH JEFFERS FINAL ORDER ISSUED COMPLY BY 4-22-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (a) - Parking prohibitions; enforcement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	
18	22020121	455 FEDERAL LLC	455 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(j)(2) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-22-2022 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
19	21120126	AVALON CONDOMINIUM ASSOCIATION/COMMUNITY APPEARANCE BOARD	735 SE 20 AVE, DEERFIELD BEACH, FL 33441	Chapter 78 - COMMUNITY APPEARANCE BOARD Section 78-5. - Submission of plans and specifications. Community Appearance Board Requirement	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-22-2022 \$150 PER DAY \$80 PROSECUTION COST
23	22010122	EQUITY ONE (FL PORT) LLC %PROPERTY TAX DEPT/BUSINESS TAX	1301 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT CONTINUED TO 4-27-2022

24- Tab 24 -98	22020009	JUVIN-ACKER,FRANCK	1240 S MILITARY TRL, UNIT 1124, DEERFIELD BEACH, FL 33442 1124	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- STACY SUNANON DANIELA SAMPAIO FINAL ORDER ISSUED COMPLY BY 4-22-2022 \$250 PER DAY \$80 PROSECUTION COST
99	21050126	GHANEN,MICHAEL	70 SW 10 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
101	21110027	JOSEPH,WILNOLD & SAINTILEN,VIOLEINE	540 NE 45 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT NOT PRESENT EXTENDED TO 4-22-2022

102	22010022	BENHAMO,AHARON	30 VENTNOR B, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-22-2022 \$250 PER DAY \$80 PROSECUTION COST
103	22020002	MOTA,DIEGO RODRIGUES,ANA PAULA	482 NE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (2) Vacation Rental Registration Requirement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (3) Vacation Rental Registration Requirement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-2-2022 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST
104	22020098	GLENN A WILLIAMS FAMILY LTD PARTNERSHIP I	1328 SE 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED

105	22020111	ENSLEY,ANN E /PARKING PROHIBITIONS	1430 SE 14 DR, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
106	22020114	KADISH, EVAN KADISH, ROZANNE	1516 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69. (g) - Preparation and storage of residential refuse Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
107	22020116	DAVIS,ANTHONY L & MARGARET	195 NW ELLER ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
108	22010015	HUSSEY,NANCY C	235 NE 8 TER, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS PRESENT- MICHAEL NOLAND FINDING OF FACT ORDER ISSUED COST WAIVED
109	22010125	HINK, ROBERT	903 SE 17 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-22-2022 \$125 PER DAY \$80 PROSECUTION COST

110	22020095	MALDONADO, RIGOBERTO	4190 NE 5 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- RIGOBERTO MALDONADO FINAL ORDER ISSUED COMPLY BY 4-22-2022 \$125 PER DAY \$80 PROSECUTION COST
111	22030010	BUSHEY,MATTHEW H/E BUSHEY,MICHAEL F	1313 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement.	RESPONDENT WAS PRESENT- MATTHEW BUSHEY AFFIDAVIT OF DISMISSAL ISSUED
112	22020103	MCWHORTER,THOMAS G H/E MCWHORTER,GISELLE	908 SE 16 ST, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT WAS PRESENT- THOMAS MCWHORTER FINDING OF FACT ORDER ISSUED COST WAIVED
113	22020117	FRAZIER UNIQUE HOMES LLC	777 SW 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS PRESENT SHAQUANNA JACKSON FINDING OF FACT ORDER ISSUED COST WAIVED
114	22030014	THOMAS, KENNEDY M	4500 NE 1 AVE, DEERFIELD BEACH, FL	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2. (c) - Storage and accumulation of refuse and solid wastes.	RESPONDENT NOT PRESENT

				Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	FINDING OF FACT ORDER ISSUED COST WAIVED
115	22030039	DESAUGUSTE ENTERPRISES LLC	807 SW 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTEARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
117	21110163	WIETSCHNER,TOVA	4070 BERKSHIRE E, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
118	21110174	SAINT JEAN,LAURENT	4090 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
119	21110235	SRP SUB LLC	1270 SW 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-18-2022 FOR \$125 PER DAY

120	21060041	STONE,WILLIAM M	439 NE 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT WILLIAM M STONE EXTENDED TO 5-20-2022
121	21080185	NIEVES,ESMERALDA & HERNANDEZ,SANTIAGO	3450 SW 2 CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT - LISETTE HERNANDEZ CERTIFIED WITH \$80 PROSECUTION COST
122	21080219	MARTINELLO, REGINALDO T & RIZZON, ALESSANDRA CAMATA	271 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-18-2022 FOR \$225 PER DAY
123	21120123	DEERFIELD INVESTMENTS GROUP LLC	405 SW 13 PL, DEERFIELD BEACH	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (3) (b) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (a) (3) - Minimum standards for interior of structures Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (d) (1) - Minimum standards for interior of structures. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT WAS PRESENT - GEORQUESHA MYRICK -TENANT FINES IMPOSED AS OF 3-18-2022 FOR \$150 PER DAY PER VIOLATION

				SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
124	22020105	EDE PROPERTIES INC%EDWARD S ECKERT	W HILLSBORO BLVD, DEERFIELD BEACH, FL	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-2-2022 \$225 PER DAY \$80 PROSECUTION COST
125	22030099	L4 PALM BEACH LLC	50 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 46 – OFFENSES Section 46- 9(g) - Defacing or damaging property of another. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED FOR SECTION 58-3 COST WAIVED
126	22030097	FIRST COAST ENERGY LLP	390 S POWERLINE ROAD, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 – OFFENSES Section 46- 13 - Trees, bushes and shrubs— Encroaching on public right-of-way.	RESPONDENT WAS PRESENT- TRENT TURNER REPEAT FINAL ORDER ISSUED FINES IMPOSED FOR FIVE DAYS FOR \$500 PER DAY \$80 PROSECUTION COST

				Chapter 46 – OFFENSES Section 46-9(g) - Defacing or damaging property of another. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	
127	22010123	2201 REALTY LLC	2215 W HILLSBORO BLVD, DEERFIELD BEACH, FL	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE II. - NOISE CONTROL Sec. 34-35(14) - Specific noise prohibitions. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES Section 34-35(2) - Specific noise prohibitions.	RESPONDENT NOT PRESENT CEASE AND DESIST ORDER WITH OFFENSES. IMMEDIATE. SPECIAL ORDER, NO DATE TO COMPLY. .
128	21090104	ALL MY CHILDREN ACADEMY I & II	355 NW 3 CT, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- PATRICIA THOMPSON EXTENSION DENIED FINES IMPOSED AS OF 3-14-2022 FOR \$250 PER DAY
129	22030249	PRAXIS VENTURE LP%PARTNERS INC	1450 SW 11 WAY, DEERFIELD BEACH, FL #350	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- ATTORNEY CHRISTINA BELENKI KEITH JENKINS FINAL ORDER ISSUED COMPLY BY 4-13-2022

					\$1,000 PER DAY \$80 PROSECUTION COST
A	21070603	SANTOS,RAFAEL A & VICTORIA	1040 Crystal Lake Dr unit 1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS	RESPONDENTS WERE PRESENT- SUSIE SAAVEDRE NANCY PICHARDO RAFAEL GUZMAN RAFAEL SANTOS FINES MITIGATED TO \$80 TO BE PAID BY 4-27-2022
B	21070605	MERIDIAN PARTNERS I LLC	1040 Crystal Lake Dr unit 2	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS	RESPONDENTS WERE PRESENT- SUSIE SAAVEDRE NANCY PICHARDO RAFAEL GUZMAN RAFAEL SANTOS FINES MITIGATED TO \$80 TO BE PAID BY 4-27-2022
C	21070606	GUZMAN,RAFAEL	1040 Crystal Lake Dr unit 3	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS	RESPONDENTS WERE PRESENT- SUSIE SAAVEDRE NANCY PICHARDO RAFAEL GUZMAN RAFAEL SANTOS FINES MITIGATED TO \$80 TO BE PAID BY 4-27-2022

D	21070607	PICHARDO, NANCY	1040 Crystal Lake Dr unit 4	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS	RESPONDENTS WERE PRESENT- SUSIE SAAVEDRE NANCY PICHARDO RAFAEL GUZMAN RAFAEL SANTOS FINES MITIGATED FOR \$80 TO BE PAID BY 4-27-2022
E	17010004	RACANIELLO,ROBERTA / Dustin Mercurio	311 W SAMPLE RD, DEERFIELD BEACH. FL	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16. - Maintenance of development.	RESPONDENT WAS PRESENT- DUSTIN MERCURIO FINES MITIGATED FOR \$12,000 TO BE PAID BY 6-29-2022
F	22010025	RACANIELLO,ROBERTA / Dustin Mercurio	311 W SAMPLE RD, DEERFIELD BEACH. FL	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT WAS PRESENT- DUSTIN MERCURIO MITIGATION DENIED \$680 TO BE PAID BY 6-29-2022
G	21070627	BATMASIAN,JAMES H & MARTA	817 S FEDERAL HWY, DEERFIELD BEACH	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS; Sec. 98-54(b) (1-38) - B-2 highway business, Permitted uses. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- DONALD ANDERSON FINES MITIGATED FOR \$750 TO BE PAID BY 4-27-2022

				ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	
H	21080110	HILLSBORO GARDEN INVESTMENTS LLC / Donald Anderson	470 W HILLSBORO BLVD, DEERFIELD BEACH	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- DONALD ANDERSON FINES MITIGATED FOR \$2,000 TO BE PAID BY 4-27-2022
I	20010126	MICHAEL, HILARY S	153 GRANTHAM C, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- HILARY MICHAEL FINES MITIGATED FOR \$2,000 TO BE PAID BY 5-25--2022
J	10-4368	DANDRON, JEFFERY & BARBARA	4221 NE 4 TER , DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT SETTLEMENT IN THE AMOUNT OF \$4,500 TO BE PAID BY 5-25-2022
K	17030021	BLANTON, DANA	474 NE 9 AVE , DEERFIELD BEACH, FL 334414	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement.	RESPONDENTS WERE PRESENT- DANA BLANTON BOB OBSON FINES MITIGATED FOR \$8,300 TO BE PAID BY 6-29-2022
M	21050058	PETTIFORD, VANESSA F/HI-LAND PROPERTIES LLC/Attorney Matthew S. Kramer, Esq.	561 SE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT WERE PRESENT- ATTORNEY KENNETH BERRICK DON KAMERON FINES MITIGATED FOR \$2,980 TO BE PAID BY 4-27-2022

				SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
N	21090048	CRENNEL, CARL LEE	1046 RIO CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
O	21070353	LAWTON,MICHELLE SIMPKINS,RUSSELL	4345 NE 9 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
P	21070345	LAWTON,MICHELLE SIMPKINS,RUSSELL	870 SE 2 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

CITY OF DEERFIELD BEACH, FLORIDA

Douglas Gonzales, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

April 12, 2022

Eugene Seinfeld

Presiding

Special Magistrate Eugene Seinfeld in the City Commission Room called the meeting to order at 9:30 A.M.

PRESENT: Lenore Graber, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Marcio Chaves, Code Compliance Inspector
Silvio Baca, Code Compliance Inspector
Jade Robinson, Code Compliance Inspector
Winlett Jordan-Banton, Special Magistrate Clerk

For the record, Shariann Pearson Special Magistrate Clerk, swore the attendees.

Items	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
3	22010011/ landscape	JOHNSON, RAYMOND L JOHNSON, RAYMOND A	250 NW 43 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-6-2022 \$100 PER DAY \$80 PROSECUTION COST
4	21090310/ landscape	TARHAN, TURGUT	273 NW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98- 88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-6-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				SUPPLEMENTARY REGULATIONS Sec. 98- 80(C)(3) - Landscape Requirements.	
5	22020108/ zoning	SWAY 2014-1 BORROWER LLC	285 NW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT NOT PRESENT REPEAT FINAL ORDER ISSUED \$200 REPEATED FOR 45 DAYS FROM 2-25-2022 TO 4-11-2022 \$80 PROSECUTION COST

				Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS -	
--	--	--	--	---	--

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98- 80(C)(3) - Landscape Requirements.	
6	22020123/ landscape	SANTISE,PAUL H/E SANTISE,ROSE	743 SE 12 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-6-2022 \$100 PER DAY \$80 PROSECUTION COST
8	21120129	CAMPOS,CAMILA MATTOS SIMIONI,DANIEL	421 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
9	21120132	PAUL,ROSE H/E FRANCOIS,PHANEL	210 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-8-2022 FOR \$100 PER DAY PER VIOLATION

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
11	21120135	PINHEIRO,ADRIANA	1437 S DEERFIELD AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-8-2022 FOR \$100 PER DAY PER VIOLATION
12	21120137	JENKINS,NORA LEE	364 NW 3 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT NOT PRESENT

				ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34- 160 -Parking or storage for over 72 hours restricted. Chapter 58 - SOLID WASTE DIVISION 3. -	FINES IMPOSED AS 4-8-2022 FOR \$100 PER DAY PER VIOLATION
--	--	--	--	--	--

				RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98- 88.(b) - Off-street parking and loading.	
13	22010018	ALTOMARE,FRANCIS C IV H/E ALTOMARE,FRANCIS J III H/E ETAL	241 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 46 - OFFENSES Section 46-28(a) - Storage of materials. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. -	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				SUPPLEMENTARY REGULATIONS Sec. 98- 88.(b) - Off-street parking and loading.	
14	20120006	ARGYROPOULOS,DORA	865 SE 21 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – ARGYROPOULOS,DORA EXTENDED TO 5-6-2022
15	20100058/ landscape	SML DEERFIELD BEACH LLC % THE WINGS GROUP	2020 NE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				CODE Section 98-16 - Maintenance of development.	
16	21120032	BASS,JAMES A	515 NE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
17	21090082/ bldg/ 40 year	BEST FRIENDS LLC	475 S FEDERAL HWY, DEERFIELD BEACH, FL	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-6-2022 \$100 PER DAY \$80 PROSECUTION COST
18	21090083/ 40 year	METZLER,MARK	900 SE 8 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-8-2022 FOR \$100 PER DAY

19	21090093/ 40 year	CENTURY PLAZA ASSOCIATES LP	1800 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-8-2022 FOR \$100 PER DAY
24	22010013/ outdoor storage	WAB DEPOT DEER LLC & DEERFIELD BEACH FL CO LLC	60 SW 12 AVE, DEERFIELD BEACH, FL 33442	Chapter 2 SPECIAL EVENTS Sec. 2-541(a) - Permit required for special events Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS Section 98-54(f) - B-2 highway business.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED ON Section 98-54(f) - B-2 N FINAL ORDER ISSUED COMPLY BY 5-6-2022 \$1,000 PER DAY \$80 PROSECUTION COST
25	22010026	DALSIMER REALTY HOLDINGS INC	1250 W NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT	RESPONDENT WAS PRESENT – DAVE NEPENZAHN CONTINUED TO 7-12-2022

				CODE Section 98-16 - Maintenance of development.	
26	22010111	42 DIXIE LLC	4291 N DIXIE HWY, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-6-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98- 80(N)(1) - Landscape Requirements.	
28	20100010/ maint of dev	UNITED STATES POSTAL SERVICE/ ATTY ISABEL ROBISON	212 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 8-24-2022
29	21060114	CENTURY PLAZA ASSOCIATES LP	1800 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-10-2022 \$100 PER DAY \$80 PROSECUTION COST

30	21100603	TAMPA BAY CORPORATE SQUARE LLC	"1377 S DIXIE HWY, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98- 80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT EXTENDED TO 5-6-2022
35	21090125/ 40 year	PALM BEACH WAREHOUSE LLC	610 NE 42 ST, DEERFIELD BEACH, FL 33064	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-6-2022 \$100 PER DAY \$80 PROSECUTION COST
37	22030015/ min housing	HIGHLAND GARDENS APARTMENTS LLC	331 NE 48 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior	RESPONDENT NOT PRESENT AS A REPRESENTATIVE OF HIGHLAND GARDENS

				building and structure standards.	A RESIDENT APPEARED FINAL ORDER ISSUED COMPLY BY 5-6-2022 \$150 PER DAY \$80 PROSECUTION COST
38	22020119 / A/C	BOULOS,SABRY & RAGAA	180 ELLESMERE C, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 4-27-2022
39	21090325/ landscape	BIGGIE,JOHN J JR & BIGGIE,MARIA/ ATTY CHRISTOPHER SAJDERA	1572 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 46 - OFFENSES Section 46-14. - Same— Encroaching on property of others.	RESPONDENT NOT PRESENT ORDER REMAINS, CASE IN CIRCUIT COURT

40	22030108/ bldg, house	HUNTLEY, SARAH ELLIS, CAROLYN L ETAL	170 SW 4 ST, DEERFIELD BEACH, FL 33441	Chapter 2 UNSAFE STRUCTURES Sec. 2-146(a). - Unsafe buildings; DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD Chapter 2 UNSAFE STRUCTURES Sec. 2-146(a). - Unsafe buildings; DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD Chapter 2 UNSAFE STRUCTURES Sec. 2-146(b) - Unsafe buildings: DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD Chapter 2 UNSAFE STRUCTURES Sec. 2-146(b) - Unsafe buildings: DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD	RESPONDENT NOT PRESENT NUISANCE ABATEMENT ORDER ISSUED COMPLY BY 4-26-022 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
----	--------------------------	---	--	---	---

				Chapter 2 UNSAFE STRUCTURES Sec. 2-146(c). - Unsafe buildings: DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD[10] Chapter 2 UNSAFE STRUCTURES Sec. 2-146(c). - Unsafe buildings: DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD[10] Chapter 2 UNSAFE STRUCTURES Sec. 2-146(d). - Unsafe buildings: DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD[10] Chapter 2 UNSAFE STRUCTURES Sec. 2-146(d). - Unsafe buildings: DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD[10]	
--	--	--	--	---	--

42	22020105	EDE PROPERTIES INC % EDWARD D ECKERT	W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT – EDWARD ECKERT FINES IMPOSED AS OF 4-8-2022 FOR \$225 PER DAY
43	22020044	SCE269 LLC	269 NW 2 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES Section 34- 35(2) - Specific noise prohibitions.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				Chapter 46 - OFFENSES Section 46-33(j) Littering	
				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98- 88.(b) - Off-street parking and loading.	
45	22020118 veh	BREACHER, JOHNNY	330 SE 3 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98- 80(K)(4) - Landscape Requirements.	RESPONDENT WAS PRESENT- CAMERON BURDICK FINDING OF FACT ON THE BOAT VIOLATION. CONTINUED TO 5-10-2022
46	22020134 RV	ALLAIRE,DANIEL	328 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-8.(f)(9) - Signs allowed.	RESPONDENT WAS PRESENT- DANIEL ALLAIRE

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	FINAL ORDER ISSUED COMPLY BY 6-10-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
--	--	--	--	---	---

				Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	
47	20110043 roof tarp	PETRIE,MARY PATRICIA	360 NW 38 WAY, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
48	22030104 NAB	DRESCHER, FRIEDRICH TIM DRESCHER, GISELLE KARINA	108 NE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes. Chapter 58 - SOLID WASTE Section 58-70.(a) - PREPARATION OF BULKY YARD AND VEGETATIVE WASTES.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED
49	22030105 NAB	ANNA JARUSZEWSKI REV TR JARUSZEWSKI,ANNA TRSTEE	420 SE 15 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70. (c)- Preparation of bulky yard and vegetative wastes. Chapter 58 - SOLID WASTE DIVISION 3. -	RESPONDENT WAS PRESENT- EUGENE JAMROZ FINDING OF FACT ORDER ISSUED

				RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	
50	22030250 NAB	DEROGATIS,JAMES & BARBARA	514 SE 12 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED
52	19050046 bldg, house	4111 N E 2ND WAY LLC	4111 NE 2 WAY, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT CASE TO BE RESENT CERTIFIED

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	
53	20010132	MANN,JEFFREY & MANN,RUTHE ET AL	4082 OAKRIDGE U	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CASE DISMISSED
54	21050142	EDWARDS,JAMES EQLE MORERA,DEBORAH D EST	4406 NW 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- JAMES EDWARDS EXTENDED TO 6-10-2022

55	21070357	REMMERS, EILEEN & GROSSO, MICHAEL	4016 BERKSHIRE A,	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT BUT LEFT- BARUCH DAGAN CASE COMPLIED AND \$80 COST PAID
56	22020002	MOTA,DIEGO RODRIGUES,ANA PAULA	482 NE 8 AVE	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98- 106 (d) (2) Vacation Rental Registration Requirement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. -	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (3) Vacation Rental Registration Requirement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	
57	22030411	TOLEDANO PROPERTIES LLC	100 NW 3 CT	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements	RESPONDENT NOT PRESENT NUISANCE ABATEMENT FINAL ORDER ISSUED COMPLY BY 4-26-2022 \$200 PER DAY \$80 PROSECUTION COST
58	22030410	381 THE COVE LLC	381 SE 15 AVE	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE	RESPONDENT NOT PRESENT

				VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	NUISANCE ABATEMENT FINAL ORDER TO RECOVER \$947.00 PLUS \$80 PROSECUTION COST
A	18080195	WEINBERGER,MEYER WEINBERGER,SHOSHANA	161 UPMINSTER H, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	CASE CONTINUED TO ANOTHER HEARING
B	21100535	PLOEN, ARLETTE PLOEN, MARISSA	1300 SE 12 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED FOR THE IMPOSITION OF FINE AND CLAIM OF LIEN
C	18100075	THOROUGHSCAPE INC / Dr. Griffith	1491 SW 7 TER	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior	RESPONDENT WAS PRESENT – THOMAS GRIFFITH

				building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	\$17,580 TO BE PAID BY JULY 12, 2022
--	--	--	--	---	---

D	21030060	THOROUGHSCAPE INC / Dr. Griffith	1491 SW 7 TER	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 46 - OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-94(2) - Growth of plants and placement of objects in the right-of- way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT WAS PRESENT – THOMAS GRIFFITH CERTIFIED WITH \$80 COST DUE

				SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98- 80(C)(3) - Landscape Requirements.	
E	21110096	JEAN BAPTISTE,LINDA	4260 NW 1 TER	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- LINDA JEAN BAPTISTE FINES MITIGATED FOR \$500 TO BE PAID BY JULY 12, 2022
F	21070555	MEDEIROS,ADRIANO GOUVEA,ALESSANDRA	3316 SW 2 ST	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. -	CASE CONTINUED TO ANOTHER HEARING

				ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
G	21090021	INKCORP INVESTMENTS INC/ Chadrick Davey	3801 NE 4 TER	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – CHADRICK DAVEY \$2,295 TO BE PAID BY MAY 10, 2022
H	19010169	SHAN LOVARSON	4311 NW 6 AVE	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- SHAN LOVARSON

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINES MITIGATED FOR \$4500 ON ALL CASES TO BE PAID IN 1 YEAR APRIL 1, 2023
I	19080007	SHAN LOVARSON	4311 NW 6 AVE	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum	RESPONDENT WAS PRESENT- SHAN LOVARSON FINES MITIGATED FOR \$4500 ON ALL CASES TO BE PAID IN 1 YEAR APRIL 1, 2023

				standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
--	--	--	--	---	--

J	21040132	SHAN LOVARSON	4311 NW 6 AVE	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- SHAN LOVARSON FINES MITIGATED FOR \$4500 ON ALL CASES TO BE PAID IN 1 YEAR APRIL 1, 2023
K	21080196	REZENDE,GIRLENE S & GLEISSON A	500 NW 46 ST	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – GIRLENE REZENDE \$1,180 TO BE PAID BY AUGUST 9, 2022
L	19080239	COLAS,ERNST COLAS,FRANTZ	4402 NW 4 AVE	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior	RESPONDENT WAS PRESENT – ERNST COLAS

				building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	FINES MITIGATED FOR \$10,080 TO BE PAID BY JULY 12, 2022
--	--	--	--	--	---

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
M	21050024	NUZZO & ASSOCIATES LTD / Mustafa Gowad	5101 N Dixie Hwy	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-	RESPONDENT WAS PRESENT – MUSTAFA GOWAD FINES MITIGATED FOR \$10,080 TO BE PAID BY JULY 12, 2022

				80(N)(1) - Landscape Requirements	
N	18020083	SAINT FELIX,ANDRE SAINT FELIX,SARADJIE	431 NW 40 ST	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – SARADJIE SANT FELIX FINES MITIGATED FOR \$3,500 TO BE PAID BY AUGUST 9, 2022

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Seinfeld, Special Magistrate

Date

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE BOARD
MEETING of April 14th, 2022 – 6:30 PM at
Commission Chamber (150 NE 2nd Ave.) & Zoom
APPROVED MINUTES

1. Call to order/roll call

Chair Lawanna Strowbridge-Called meeting to order at 6:37 PM.

Members Present: Chair Lawanna Strowbridge, District 2
 Vice-Chair Sandra Jackson, District 2
 Barri McMillion, Mayor
 Diane Chisholm, District 1
 Gloria Docilait, District 3
 Annette Mitchell, District 2

Also Present: Monique Spencer, City of Deerfield Beach
 Carolyn Marshall, City of Deerfield Beach
 Teresa Rynard, City of Deerfield Beach
 Milton R. Collins, City Attorney's Office

2. Approval of April 7, 2022 Minutes

Motion was made by Ms. Chisholm and seconded by Ms. McMillion to approve the minutes of April 7, 2022. Voice Vote:

Yeas: 6 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Gloria Docilait, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 0-

3. Old Business

a. Banquet Budget

- Mrs. Spencer made some adjustments to complete the budget and presented the total spent for the banquet. Total Expenses \$24,106.30, Total Revenue \$2,180 and Total Net \$21,926.30.
- Mr. Collins informs the board that the sunset of their term ends in September 2022, and the commission would need to be presented a justification for an extension of the board term and submit it in writing to increase the Black Heritage Banquet budget.
 - Motion was made by Ms. Chisholm and seconded by Ms. Jackson to request an increase to the Black Heritage Banquet from \$20,000 to \$30,000 with justification. Voice Vote:

Yeas: 6 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Gloria Docilait, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 0-

•
b. Art n Soul Proposal

- Motion was made by Ms. Jackson and seconded by Ms. Docilait to approve the proposal given by Art n Soul to be the board's consultant for Juneteenth 2022. Voice Vote:

Yeas: 6 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Gloria Docilait, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 0-

4. Marketing (Gloria)

a. Juneteenth

• T-shirts

- The board has some edits for the artwork for the shirts. To remove the dates from the previous artwork, add "Freedom Fest" and remove the verbiage "Celebration" and dates.
- Motion was made by Ms. Docilait and seconded by Mrs. Mitchell to place the artwork of the lady on the black shirt and the white shirts with the original logo removed with the edits proposed. Voice Vote:

Yeas: 6 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Gloria Docilait, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 0-

• Save the Dates/Flyers

- Motion was made by Ms. McMillion and seconded by Mrs. Mitchell to reconsider the name of the Juneteenth theme and title for this event. Voice Vote:

Yeas: 6 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Gloria Docilait, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 0-

- Motion was made by Ms. McMillion and seconded by Ms. Jackson to change this year's Juneteenth event to "Juneteenth Freedom Fest, with the theme Jazz and Soul in the Field." Voice Vote:

Yeas: 6 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Gloria Docilait, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 0-

- Banners

- Board suggests creating the Banners, white with the new verbiage "Freedom Fest."
- Motion was made by Ms. Chisolm and seconded by Ms. Mitchell to purchase ten snipe signs for the Juneteenth event. Voice Vote:

Yeas: 6 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Gloria Docilait, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 0-

- Email/radio

- Mr. Huggins (Art n Soul) suggests that he will reach out to Hot 105 with Rodney Baltimore, marketing on his social media platforms
- Motion was made by Ms. Chisolm and seconded by Ms. Jackson to appoint Ms. McMillion to be the point person for the board to work with Rebecca Medina to assist with social media and marketing. Voice Vote:

Yeas: 6 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Gloria Docilait, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 0-

- Motion was made by Ms. McMillion and seconded by Ms. Chisolm for the board to suggest a theme for MLK Celebration at our next meeting. Voice Vote:

Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 1- Gloria Docilait

b. MLK

- T-shirts
- Save the Dates/Flyers
- Banners

- Email/radio

c. Black Heritage Banquet

- T-shirts
- Save the Dates/Flyers/Brochure
- Banners
- Email/radio

5. Logistics (Barri)

a. Juneteenth

- Venue/s
 - Mr. Huggins (Art n Soul) will draft a sitemap, timeline, and kids zone after a walk-through with the city staff to present to the next meeting.
- Timeline
 - Motion was made by Ms. McMillion and seconded by Ms. Jackson to extend the board meeting by 30 minutes. Voice Vote:

Yeas: 5 - Vice-Chair Sandra Jackson, Gloria Docilait, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 1- Chair Lawanna Strowbridge

- Layout

MLK

- Venue/s
- Timeline
- Parade
- Layout

b. Black Heritage Banquet

- Ms. Chisolm and Mrs. Mitchell suggested names for who to honor for the Banquet: Priscila Miller and Arthur Scott.

- Venue/s
- Timeline
- Layout

6. Entertainment (Sandra)

a. Juneteenth

- Mrs. Spencer will submit to Mr. Huggins (Art n Soul) the entertainment list that Ms. Jackson has presented to the board to consider.
- Mr. Huggins (Art n Soul) will be deciding on the entertainment by the next meeting on April 28th.

- Timeline for Entertainment

- Motion was made by Ms. Docilait and seconded by Ms. Jackson to table the remainder of the agenda. Voice Vote:

Yeas: 4 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Gloria Docilait, Barri McMillion, and Annette Mitchell

Nays: 2- Barri McMillion and Diane Chisholm.

- Entertainment Proposals w/in budget
 - Entertainment Bio/background

b. MLK

- Parade
- Timeline for Entertainment
- Keynote Speaker
- Entertainment Proposals w/in budget
 - Entertainment Bio/background

c. Black Heritage Banquet

- Timeline for Entertainment
- Keynote Speaker
- Entertainment Proposals w/in budget
 - Entertainment Bio/background

7. Volunteer Chair (Lawanna)

a. Juneteenth

- Create a Volunteer Schedule
- Solicit Volunteers

b. MLK

- Create a Volunteer Schedule
- Solicit Volunteers
- Solicit Judges for the parade

c. Black Heritage Banquet

- Create a Volunteer Schedule

- Solicit Volunteers

8. Social/Hospitality (Annette)

a. Juneteenth

- Decor
- Itemize equipment needs
- Social event Invite List

MLK

- Collect BEO
- Decor
- Itemize equipment needs
- Social event Invite List

b. Black Heritage Banquet

- Collect BEO
- Decor
- Itemize equipment needs
- Social event Invite List

9. Sponsorship (Diane)

a. Juneteenth

- Sponsorship plan/packages
- Businesses to solicit

MLK

- Sponsorship plan/packages
- Businesses to solicit

b. Black Heritage Banquet

- Sponsorship plan/packages
- Businesses to solicit

10. New Proposals

- Mrs. Spencer presented an example of a proposal to the board for future events that they may be interested in introducing.
 - Motion was made by Ms. McMillion and seconded by Ms. Chisholm to empower Gloria Docilait to work with Monique Spencer to complete the save the dates and signs. Voice Vote:

Yeas: 6 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Gloria Docilait, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 0-

11. Comments from the Chair & Vice Chair

N/A

12. Comments from Board

13. Comments from Staff

Mrs. Spencer informs the board to send ideas and suggestions to provide to Mr. Huggins (Art n Soul) on their visions of this Juneteenth event.

14. Comments from Alternates

No Alternates

15. Comments from the Public

N/A

16. Next Meeting – April 28th at 6:30 PM

- Motion was made by Ms. McMillion and seconded by Ms. Chisholm to have the next meeting on April 28, 2022. Voice Vote:

Yeas: 6 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Gloria Docilait, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 0-

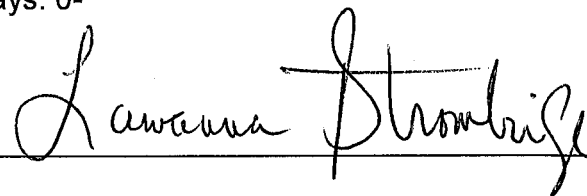
17. Adjournment

- Motion was made by Ms. McMillion and seconded by Ms. Docilait to adjourn the meeting at 8:54 pm. Voice Vote:

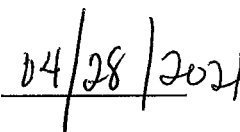
Yeas: 6 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Gloria Docilait, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 0-

Minutes Approved



Date



**City of Deerfield Beach – AFRICAN AMERICAN HERITAGE
COMMITTEE BOARD**

**MEETING OF April 28, 2022 – 6:30 pm
Commission Chamber (150 NE 2nd Ave.) @ Zoom**

APPROVED MINUTES

1. Call to order/roll call

Chair Lawanna Strowbridge-Called meeting to order at 6:38 PM.

Members Present: Chair Lawanna Strowbridge, District 2
Vice-Chair Sandra Jackson, District 2
Barri McMillion, Mayor
Diane Chisholm, District 1
Annette Mitchell, District 2

Not Present: Gloria Docilait, District 3

Also Present: Elizabeth Ricci, City of Deerfield Beach
Carolyn Marshall, City of Deerfield Beach
Teresa Rynard, City of Deerfield Beach
Attorney Milton R. Collins, City Attorney's Office

2. Approval of April 14, 2022 Minutes

Motion was made by Ms. Jackson and seconded by Ms. Chisholm to approve the minutes of April 14, 2022. Voice Vote:

Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 0-

3. Old Business

a. Board Sunset – Status Update

- Attorney Milton informs the board he is waiting for a direction of who he needs to correspond with to see who needs to make the determination of the matter.

b. 2023 – Budget

- Director Rynard and Attorney Collins inform the board that she has the information to submit the increased information but as of right now she is locked out and has to wait to have that meeting one on one with the City Manager. A formal letter has been drafted from the city attorney.

c. Committee Assignments

- Ms. Chisholm has 10 names to reach out to for possible sponsorships, that she will provide to Mrs. Ricci, and will reach out to as well.

- Motion was made by Ms. McMillion and seconded by Mrs. Mitchell to move forward to number 4 on the agenda. Voice Vote:

Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 0-

d. MLK 2023 Update

- Theme
- Event Outline/Logistics
- Entertainment
- Volunteer Information
- Social/Hospitality
- Sponsorship

e. Black Heritage 2023 Update

- Theme
- Event Outline /Logistics
- Entertainment
- Volunteer Information
- Social/Hospitality
- Sponsorship

4. Juneteenth

a. Theme Confirmation

- Motion was made by Ms. Chisholm and seconded by Mrs. Mitchell to make the Juneteenth theme to Juneteenth Freedom Fest, Jazz n Soul in the Field. Voice Vote:

Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 0-

b. Budget Review

- Mrs. Ricci informs the board that JF Family will be sponsoring the event for the amount of \$5,000.

c. Time Line Presentation – Art & Soul

- Mr. Huggins provides the board with a timeline, containing the activities for both inside and outside.

d. Entertainment Proposals & Timeline

- Mr. Huggins provides the board with an entertainment proposal and confirmed talents for both inside and outside.
- Motion was made by Ms. Chisholm and seconded by Mrs. Mitchell to have Ms. McMillion work with AI from Art n Soul to assist with the logistics of the event on behalf of the board. Voice Vote:

Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 0-

- Motion was made by Ms. Jackson and seconded by Mrs. Mitchell to vote on the timeline the way it is with Ms. McMillion's help and Mr. Huggins with the order and time of the entertainment. Voice Vote:

Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 0-

e. Vendor Applications

- Mrs. Ricci lets the board know that the application has been placed online 2 weeks prior to this meeting.

f. Flyers/Banners

- Mrs. Ricci informs the board that the city is waiting for edits from Ms. Docilait.
- Motion was made by Ms. McMillion and seconded by Mrs. Jackson to table the agenda item 3d and 3e and of the agenda until the next meeting. Voice Vote:

Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 0-

g. Email/Radio/Promo

h. T-Shirts

- Mrs. Ricci informs the board that Monique has been working with a staff member to fix the logo for the shirts with the new theme.

i. Volunteer Solicitation

- Mrs. Ricci informs the board that we have a volunteer coordinator to assist

j. Décor

k. Sponsorship plan and packages

5. New Business /Proposals

6. Comments from Chair & Vice Chair

7. Comments from Board

8. Comments from Staff

9. Comments from Alternates

10. Comments from Public

Next Meeting: May 12, 2022

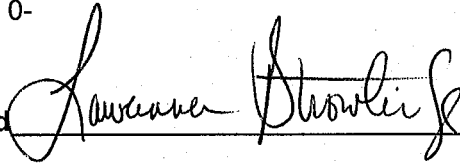
Adjournment

- Motion was made by Ms. Jackson and seconded by Ms. Chisholm to adjourn the meeting. Voice Vote:

Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell

Nays: 0-

Approved



Date

05/12/2022

City of Deerfield Beach
MARINE ADVISORY BOARD MINUTES
March 17, 2022

The meeting was called to order on the above date by Chair Hendrickson at 6:00 p.m. The following board members were in attendance:

Voting

- Chair Hendrickson
- Mr. Chapman
- Mr. Nass

Also in attendance: Patrick Bardes, Coastal & Waterway Coordinator, and Nick Noto, City Attorney's Office.

Not in attendance: Ms. Ramon and Mr. Streather

PUBLIC INPUT

Deputy Kristopher Vinson, Broward Sheriff's Office Marine Patrol, Deerfield Beach District, brought to attention issues he noticed on patrol. He advised of transient activity at the marina and Pioneer Park as well as complaints of boats staying in Sullivan Park overnight despite the posted signs limiting slots to four (4) hours. Furthermore, the lack of posted time limit signs and established fishing and docking areas at Pioneer Park has caused a number of altercations. Deputy Vinson sought clarification on how the Board wishes to handle these issues.

Additionally, Deputy Vinson thanked the City for installing vessel exclusionary zone buoys at the beach, which helped reduce the number of instances of boats coming onto the beach.

Mr. Nass outlined Deerfield Island Park's hours of operation and shuttle schedule.

Deputy Vinson advised he was aware of the schedule and has already established communication with the park attendants.

Patrick Bardes, Coastal & Waterway Coordinator, said he would reach out to the responsible departments regarding signage at the parks.

APPROVAL OF AGENDA

Chair Hendrickson proposed moving Item C to the next meeting so an anticipated new member can be included in the discussion.

Mr. Nass requested the addition of an item regarding water and sewage conservation. He also agreed with Chair Hendrickson's suggestion of putting it on next month's agenda in

order to allow the Board to prepare and have a more informed discussion.

Motion was made by Mr. Chapman, seconded by Mr. Nass, to approve the agenda as amended, tabling Item C. The motion CARRIED by unanimous vote.

APPROVAL OF MINUTES

Motion was made by Mr. Chapman, seconded by Mr. Nass, to approve the August 19, 2021 minutes as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

A. Reef Video Presentation by Chauncey Chapman

Mr. Chapman gave a brief presentation regarding coral reefs and how reefs in the area have declined since he started diving here in 1971. He explained coral is dying due to tourist pressure, nutrient pollution and the decline of diadema, a keystone species of long-spined sea urchins that feed on coral-killing algae.

Mr. Chapman provided a video of a healthy reef in Curacao that resembled Florida reefs in 1971 compared to the reef off the City's coast in November, 2021, which consisted of mainly soft corals, sponges, and a layer of red algae. He explained that the destruction of reefs negatively impacts marine-gear communities.

In response to Mr. Nass' comment about coral farming, Mr. Chapman replied that it is not as helpful as many would think. In his opinion, the best way to recover coral reefs is by repopulating them with diadema. There is an effort being made, but they are very difficult to culture.

Chair Hendrickson advised she may have an avenue through Florida Atlantic University that could be beneficial. Additionally, when a keystone species collapses, so does the ecosystem, and more issues follow. Many coral nurseries are trying to create more durable corals to combat the issue.

Mr. Chapman said the most effective solution would be shutting down the offshore sewage pipes that cause massive amounts of nutrient pollution.

Chair Hendrickson recommended finding organizations the City can partner with and support and added this topic to the priority list.

Mr. Nass commented on offshore wrecks and how they could be used to promote offshore resources and bring in revenue to the City from tourism.

Chair Hendrickson suggested adding this topic to a future agenda.

B. Pioneer Park Boat Ramp Renovation Discussion

Patrick Bardes, Coastal & Waterway Coordinator, provided plans and the scope of work for the construction of new docks at Pioneer Park. He advised the initial design has not changed. Construction was delayed and docks were in disrepair due to grant funding, but construction has started and four (4) out of five (5) docks will be replaced. Thereafter, he outlined the dimensions of each pier.

Mr. Nass asked if cleats and ladders will be added to the docks to avoid the issues they have with Sullivan Park.

Mr. Bardes replied that these will be floating docks unlike the stationary ones at Sullivan Park.

Mr. Chapman expressed concern over the aluminum materials being used due to corrosion from salt water.

Mr. Bardes advised he will pass along the concern and ask for an explanation of materials from the construction company.

BOARD MEMBER COMMENTS

Mr. Chapman noted Dixie Divers, a local diving business, brought great publicity to the City in 2019 when they broke the Guinness World Record for the most participants in an underwater cleanup in 24 hours. He advised they are hosting a pier cleanup event in June and recommended that the City recognize their efforts.

Mr. Nass expressed his enthusiasm for the possibility of a new member joining the Board. He recommended putting up flyers in marine-gear locations to increase interest in filling vacant seats.

Patrick Bardes, Coastal & Waterway Coordinator, advised that he will check with the City Manager about sending out flyers as well as posting on social media to generate interest.

Chair Hendrickson agreed with the need for more Board members. Additionally, she expressed the importance of members taking the lead on priority list items in order to accomplish them.

In response to Mr. Nass' request for an update on the Welcome Center, Mr. Bardes advised the Department of Public Safety will be hiring two (2) or three (3) beach ambassadors to positively impact visitor experience.

ADJOURNMENT

Motion was made by Mr. Chapman, seconded by Mr. Nass, to adjourn the meeting at 6:49 p.m. The motion CARRIED by unanimous vote.



City Commission Meeting - June 7, 2022

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, June 7, 2022, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the City Commission will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The June 7, 2022, Regular City Commission meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the June 7, 2022 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the City Commission Meeting:

This meeting will be broadcast live for members of the public. There are several options available to the public to attend/view the meeting:

- 1. In Person Attendance.** Attend in person in the City Commission Chambers.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on June 7, 2022.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/82973095648?pwd=amt2dzUxbjVVMVBnc0Z4cTJMUHNIUT09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 829 7309 5648#, Participant ID: #, Passcode: 572674#

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on June 7, 2022, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

1. **In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the meeting.
2. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” on the bottom of the “participants” tab, and your audio will be unmuted when you are recognized.
3. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk’s Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1271

Agenda Date: 6/7/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2022-060: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; APPROVING A \$10,000,000 SUPPLEMENTAL APPROPRIATION AND BUDGET TRANSFER TO THE GENERAL FUND TO BE RESERVED FOR INDIRECT ARPA FUNDED PROJECTS AND A BUDGET ADJUSTMENT TO THE UTILITIES WATER AND SEWER RENEWAL FUND TO MODIFY THE \$2,800,000 DIRECT ARPA FUNDING FOR THE CHLORINE CONVERSION PROJECT TO INDIRECT ARPA FUNDING, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In accordance with Florida Statute Section 166.241(5)(c), the governing body of each municipality at any time within a fiscal year or within 60 days thereafter, may amend the budget for a purpose not specifically authorized in paragraph 166.241(5)(a) or paragraph (b), by adopting the budget amendment in the same manner as the original budget. This proposed amendment to the budget meets this requirement.

Article 5 of the City Charter provides that if there are revenues in excess of those estimated in the budget, the Commission by ordinance may make supplemental appropriations for the year up to the amount of such excess revenues.

Current Activity

The City of Deerfield Beach is considering utilizing American Rescue Plan Act (ARPA) funding to make payments on existing City contracts with the Broward Sheriff's Office for Public Safety Salaries. The Final Rule stipulates those funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, including first responders. Regular salaries of public safety officers are explicitly eligible; however, contributions towards pensions, operating expenditures, capital outlays, and transfers or reserves are not deemed explicitly eligible. The U.S. Treasury's final rule provides a standard \$10,000,000 for the revenue loss category of revenue replacement. The City's consultants and City staff determined the City could allocate \$10,000,000 of eligible revenue replacement as salary expenses for public safety officers and meet all federal requirements as revenue replacement for the General Fund. Therefore, it is requested that \$10,000,000 of the ARPA funds be used as revenue replacement for the General

Fund, reserving these revenue replacement funds for the following projects that were previously approved by the Commission as direct ARPA funded projects:

Advanced Meter Infrastructure Project	\$3,000,000
Chlorine Conversion	\$2,800,000
Middle School Aquatics Upgrade	\$879,073
Beach Facility Improvements	\$245,000
DFB Live Naturescapes	\$64,690
Beach Nourishment Project	\$2,500,000
Unmet Needs	\$511,237
Total	\$10,000,000

The proposed budget amendment requests authorization of \$10,000,000 supplemental appropriation and budget transfer to the General Fund as reflected in Exhibit "A" to be reserved for indirect ARPA funded projects. In addition, the budget amendment reflects an adjustment in the Utilities Water and Sewer Renewal Fund to modify the \$2,800,000 Direct ARPA funding for the Chlorine Conversion Project to Indirect ARPA funding.

Recommendation

Staff recommends adoption of the Ordinance.

ORDINANCE NO. 2022/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; APPROVING A \$10,000,000 SUPPLEMENTAL APPROPRIATION AND BUDGET TRANSFER TO THE GENERAL FUND TO BE RESERVED FOR INDIRECT ARPA FUNDED PROJECTS AND A BUDGET ADJUSTMENT TO THE UTILITIES WATER AND SEWER RENEWAL FUND TO MODIFY THE \$2,800,000 DIRECT ARPA FUNDING FOR THE CHLORINE CONVERSION PROJECT TO INDIRECT ARPA FUNDING, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, "the governing body of each municipality at any time within the fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year"; and

WHEREAS, the City Manager has certified that there are revenues or unappropriated fund balance available for appropriation in excess of those originally estimated in the budget for the fiscal year ending September 30, 2022; and

WHEREAS, pursuant to Section 5.05(1) of the City Charter, the City Commission may, by Ordinance, make supplemental appropriations for the fiscal year, up to the amount of such excess revenues and unappropriated fund balance; and

WHEREAS, pursuant to Section 5.05(3) of the City Charter, at any time during the fiscal year the City Manager may transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency and, upon written request approved by the commission, the manager may transfer part or all of any unencumbered appropriation balance from one department, office or agency to another; and

WHEREAS, the proposed budget amendment, attached and incorporated herein as Exhibit "A", authorizes (i) a \$10,000,000 supplemental appropriation and budget transfer to the General Fund, as reflected in Exhibit "A", to be reserved for indirect ARPA funded projects, and (ii) a budget adjustment to the Utilities Water and Sewer Renewal Fund to modify the \$2,800,000 Direct ARPA funding for the Chlorine Conversion Project to Indirect ARPA funding (collectively, the "Amendments"); and

WHEREAS, City staff recommends approving the Amendments to the City's budget for the fiscal year ending September 30, 2022, as set forth in the attached Exhibit "A", (the "Budget Amendment").

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. That the above “WHEREAS” clauses are true and correct and are made a part hereof.

Section 2. That the Budget Amendment, as set forth in the attached Exhibit “A”, is hereby approved.

Section 3. That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Ordinance.

Section 4. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 6. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2022.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

"EXHIBIT A"
CITY OF DEERFIELD BEACH, FLORIDA
BUDGET AMENDMENT
FISCAL YEAR ENDING SEPTEMBER 30, 2022

GENERAL FUND REVENUES:	APPROVED BUDGET	PROPOSED AMENDMENT	PROPOSED AMENDED BUDGET
TOTAL SOURCES	114,787,671		114,787,671
Transfers In	10,041,061	10,000,000	20,041,061
Fund Balances/Reserves	5,235,336		5,235,336
TOTAL REVENUES, TRANSFERS & BALANCES	130,064,068	10,000,000	140,064,068
EXPENDITURES:			
TOTAL EXPENDITURES	130,064,068		130,064,068
Transfer Out		2,800,000	2,800,000
Fund Balances/Reserves/Net Assets		7,200,000	7,200,000
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	130,064,068	10,000,000	140,064,068

UTILITIES WATER AND SEWER RENEWAL FUND REVENUES:	APPROVED BUDGET	PROPOSED AMENDMENT	PROPOSED AMENDED BUDGET
Reversal of ARPA Direct Funding	2,800,000	(2,800,000)	
Transfer In of ARPA Indirect Funding	4,264,755	2,800,000	7,064,755
TOTAL SOURCES	7,064,755		7,064,755
EXPENDITURES:			
Reversal of ARPA Direct Funding	2,800,000	(2,800,000)	
Capital Project Expenditures	4,264,755	2,800,000	7,064,755
TOTAL EXPENDITURES	7,064,755		7,064,755
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	7,064,755		7,064,755



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1285

Agenda Date: 6/7/2022

Status: BOARD APPOINTMENTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Giuseppe Lapenna to the Board of Trustees of the Municipal Police Officers' Retirement Trust Fund of the City of Deerfield Beach to fulfill an expired term; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Police Pension Board (the "Board") is comprised of five (5) members; two (2) members are elected by the police officers, two (2) members are selected by the City Commission and the 5th member is appointed by the Board.

Current Activity

On February 24, 2022, Perry Victor resigned from the Board, leaving a vacancy. Giuseppe Lapenna has expressed interest in serving on the Police Pension Board to fulfill the unexpired vacancy and has been nominated by Commissioner Todd Drosky. Upon approval, the Board will have no vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING GIUSEPPE LAPENNA
TO THE BOARD OF TRUSTEES OF THE MUNICIPAL POLICE
OFFICERS' RETIREMENT TRUST FUND OF THE CITY OF
DEERFIELD BEACH TO FULFILL AN UNEXPIRED TERM; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, in accordance with Section 185.05, Fla. Stat., the City Commission created the Board of Trustees (the "Board") of the Municipal Police Officers' Retirement Trust Fund (the "Trust Fund"), which is responsible for administering the Trust Fund; and

WHEREAS, pursuant to Section 185.05, Fla. Stat., the City Commission appoints two of the five members of the Board; and

WHEREAS, on February 24, 2022, Perry Victor resigned from the Board creating a regular member vacancy; and

WHEREAS, Giuseppe Lapenna has requested appointment to the Board to fulfill an unexpired term and has been nominated by Commissioner Drosky.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. Giuseppe Lapenna is hereby appointed to serve as a member of the Board of Trustees of the Municipal Police Officers' Retirement Trust Fund to fulfill an unexpired term expiring on September 30, 2022.

Section 3. Giuseppe Lapenna shall serve without compensation and is required to file a financial disclosure statement in accordance with State Statutes.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: April 7, 2022

The attached application from Giuseppe Lapenna for the

Board of Trustees Police Officer's Retirement Trust Fund has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

☒ Regular Member

☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
- ☐ Vice Mayor Michael Hudak
- ☐ Commissioner Ben Preston
- ☐ Commissioner Bernie Parness
- ☒ Commissioner Todd Drosky

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: **Police Pension Plan**

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name Giuseppe Lapenna

Address 351 SW 34 Terr

City Deerfield Beach

State FL

Zip 33442

I reside in District # (can be found on back of your Voter Registration Card)

Year-Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone (954)415-4130

Work/Mobile Phone (954)415-4130

E-mail joe_lapenna@bellsouth.net

Employer Mint Machines FL LLC

Address 272 E Boca Raton Rd Boca Raton FL 33432

Occupation (if retired, please indicate and list former occupation) operator vending business

Please list any governmental Advisory Boards or Committees on which you currently serve:

N/A

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

Associate of Arts, University of Florida / Bachelors of Sciene, Florida Atlantic University Business

Professional: Certification(s)

Completion of Life, Health & Variable Contracts Coursework

Knowledge: Training, interest or experience

Interests include: current events, finance, and investments

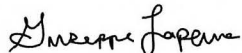
Community Involvement: List organizations/positions

N/A

Organizations: Memberships

N/A

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature: 

Date: 4/6/2022

Print Name: Giuseppe Lapenna

Return completed application to:
City Clerk's Office
150 NE 2nd Avenue, Deerfield Beach, FL 33441
Phone: 954-480-4213
Website: www.deerfield-beach.com

Fax: 954-480-4323
E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



BOARD OF TRUSTEES POLICE OFFICER'S RETIREMENT TRUST FUND

Creating Authority:

Ordinance No. 1130 under Authority of Florida Statutes Chapter 185.
Amended - Ordinance No. 1986/39

Method of Appointment:

Two (2) Residents selected by Commission for Two (2) Year Terms
Two (2) Police Officers elected by Police Officers for Two (2) Year Terms
One (1) Resident selected by the previous four (4) members and confirmed by Resolution
** Ordinance 2011/037 – extended terms from two (2) years to four (4) years for elected and appointed members.

Financial Disclosure:

Required

Compensation:

None. However, may receive expenses and per diem as provided by law.

Liaison:

Amanda Kish, Pension Resource Centers, 561-855-2210

Meeting Dates:

4th Thursday

Functions and Responsibilities:

The Board of Trustees shall have such powers, duties and responsibilities as are prescribed by law or as may, from time to time, be prescribed by Chapter 185.06 (F.S.) and/or amendments thereto as may be duly enacted.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Richard Giuffreda Board (5 th Member) Chairman			SELF	2018/115	08/29/18	09/30/22
Robert Schnakenberg Employees (Elected)			SELF	2021/122	08/17/21	09/30/25
Andrew Gianino Employees (Elected)			SELF	2018/149	09/17/18	09/30/22
VACANT (Commission)			VICTOR			09/30/22
Robert Amante (Commission)			NEW	2019/004	01/15/19	09/30/23



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1256

Agenda Date: 6/7/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Memorandum of Understanding ("MOU") with the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging of Broward County; authorizing the City Manager to execute the MOU; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Center for Active Aging/Northeast Focal Point Senior Center and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging (the "Council") have been working together in collaboration for over 41 years to provide supportive services for the senior population. In the event of an emergency or unforeseen event, the Center will continue to work with the Council by providing space and assistance to meet the needs of the senior population.

Current Activity

The attached MOU is for the ongoing partnership between the City and the Council to benefit the senior population in our community. In the event of an emergency or unforeseen event, such as a hurricane, we will continue to work together to provide shared resources as needed.

Recommendation

Approval.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC./AREA AGENCY ON AGING OF BROWARD COUNTY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOU; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach Center for Active Aging/Northeast Focal Point Senior Center and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging (the “Council”) have been working together in collaboration for over 41 years to provide supportive services for the senior population in the City; and

WHEREAS, the City and Council wish to enter into a memorandum of understanding to continue the partnership and to provide for the assistance in the event of an emergency or unforeseen event (the “MOU”); and

WHEREAS, pursuant to the MOU, in the event of an emergency or unforeseen event, the City will provide a good faith effort in assisting the Council by providing space, telecommunications, information management, security, and other administrative support necessary, if available, to support the temporary relocation of Council staff necessary to conduct essential functions (the “Assistance”); and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve the MOU with the Council, attached as Exhibit “A,” to provide the Assistance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the MOU with the Council, attached as Exhibit “A,” to provide the Assistance.

Section 3. The City Manager is authorized to execute the MOU with the Council, attached as Exhibit “A,” 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 do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

MEMORANDUM OF UNDERSTANDING BETWEEN
CENTER FOR ACTIVE AGING/NORTHEAST FOCAL POINT SENIOR CENTER AND
AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC./
AREA AGENCY ON AGING OF BROWARD COUNTY

I. Purpose

This Memorandum of Understanding, between Center for Active Aging/Northeast Focal Point Center and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging of Broward County, provides a framework of cooperation between the two parties in the event of an emergency or unforeseen event that results in access or suitability problems to the worksite of the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging of Broward County. Under this Memorandum of Understanding, Center for Active Aging/Northeast Focal Point Center will assist with space, telecommunications, information management, security and other administrative support for individuals with responsibility for essential functions.

II. Definitions

Host Organization – Center for Active Aging/Northeast Focal Point Center (the organization providing space and other assistance/support).

User Organization - Areawide Council on Aging of Broward County, Inc./Area Agency on Aging of Broward County (the organization requiring space and other assistance/support).

III. Scope

- A. The Memorandum of Understanding provides, but is not limited to, the identified assistance in cases where the Host Organization is not significantly affected by the incident or event requiring activation of the Memorandum of Understanding.
- B. The time period of Host Organization support is not expected to last more than thirty (30) calendar days, during which the User Organization is to acquire other space and support, or negotiate an extended support arrangement with the Host Organization.

IV. Procedures

A. Availability of Support

- 1. The User Organization to this Memorandum of Understanding will work cooperatively to identify space, telecommunications, information management, security and other administrative support necessary to support the temporary relocation of staff necessary to conduct essential functions.
- 2. The Director of Center for Active Aging/Northeast Focal Point will immediately notify the Chief Executive Officer of Areawide Council on Aging of Broward County, Inc./Area Agency on Aging of Broward County of any situation that would significantly reduce the capabilities of the agency to support the Continuity of Operations Plan (COOP), including the ability to fulfill requirements of this Memorandum.

B. Activation of Space/Support

1. The Chief Executive Officer of Areawide Council on Aging of Broward County, Inc./Area Agency on Aging of Broward County will promptly notify the Director of Center for Active Aging/Northeast Focal Point Center in the event that space is needed for Areawide Council on Aging of Broward County, Inc./Area Agency on Aging of Broward County COOP operations.
2. During the period of activation, the Host Organization will provide good faith support to the User Organization based on the requirements as outlined in this memorandum. However, modifications to those requirements are to be expected based on the particular circumstances of the incident or event.

C. Reimbursement of Costs

1. No exchange of funds in advance of activation of support requirements will take place.
2. The User Organization is responsible for reimbursing the Host Organization for reasonable costs associated with actual Continuity of Operations Plan (COOP) operations. Such costs are to be limited to extraordinary expenses of the Host Organization, such as supplies, equipment, personnel costs above normal salaries and benefits, and security. The Host Organization is to provide the User Organization with appropriate cost codes and other billing information as soon as practical. Due to the highly variable circumstances under which support may be needed, calculation of cost estimates for this Memorandum of Understanding is not practical.

V. Terms

- A. This Memorandum of Understanding will be effective on the date of the last signature thereto and will continue until rescinded, upon thirty (30) days written notice, by either party.
- B. This Memorandum of Understanding is to be reviewed and renewed annually on the anniversary date of the Memorandum of Understanding by both parties. The CEO of Areawide Council on Aging of Broward County, Inc./Area Agency on Aging of Broward County shall be responsible for that annual review.

Center for Active Aging/
Northeast Focal Point Center

Areawide Council on Aging of Broward County, Inc./
Area Agency on Aging of Broward County

Signature

Signature

Donna DeFronzo, Executive Director

Charlotte Mather-Taylor, Executive Director

Date

Date



Area Agency on Aging of Broward County

Charlotte Mather-Taylor, Chief Executive Officer

AREAWIDE COUNCIL ON AGING BOARD OF DIRECTORS

John G. Primeau
President

Naushira Pandya, M.D.
1st Vice President

Arthur Birken
2nd Vice President

Representative Evan Jenne
3rd Vice President

Senator Nan H. Rich
Treasurer

David Lieberman
Secretary

Timothy Curtain
Parliamentarian

Pauline Grant
Immediate Past President

Alan B. Brass, C.P.A.
William Edelstein
Malena Mendez
Honorable Ronald Rothschild
Kenneth S. Rubin, Esq.
Manuel Synalovski, AIA
Lisa Zucker, MSW, LCSW

HONORARY BOARD

Audrey Millsaps
Mary Todd
Joel Fass, in Memoriam
Jack Brady, in Memoriam

April 22, 2022

Ms. Donna DeFronzo
Executive Director
Center for Aging/Northeast Focal Point Center
227 NW 2nd Street
Deerfield Beach, Florida 33441

Dear Ms. DeFronzo,

Since the Area Agency on Aging of Broward County must develop alternative worksites if a disaster were to impact our facility, we are seeking your approval for our possible temporary relocation to the Center for Active Aging/Northeast Focal Point Center would provide an excellent venue for our Elder Helpline and other key Administrative Staff.

If you concur with our request, please sign the two enclosed copies of the Memorandum of Agreement, and mail them back to our attention. We will sign them, as well, and return an executed copy.

As always, we appreciate your cooperation and caring. Please call this office at 954-745-9567 if you have any questions regarding this agreement.

Sincerely,

Charlotte Mather-Taylor
Chief Executive Officer

CMT:cm

cc: John Primeau, President, Areawide Council on Aging
Elizabeth Lombardo, Planning Director, Area Agency on Aging



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1280

Agenda Date: 6/7/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Facility Use and Grant Agreement with the Little League Baseball, Inc. dba Deerfield Beach Little League for youth baseball programs to provide for an additional \$8,000 in grant funds; providing for execution, conflicts and an effective date. (Funds from Account #001-7025-572-35-28 - Athletic Supplies)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$8,000

Account Name: Athletic Supplies

Account Number: 001-7025-572-35-28

Background/History

The Little League Baseball, Inc. dba Deerfield Beach Little League (the "Little League") is a not-for-profit corporation that provides youth baseball programs for youth ages 3 to 15 years old (the "Youth Baseball Programs"). The City owns and operates certain facilities that are suitable for use by the Little League for its youth baseball programs (the "Youth Programs"). On January 4, 2022, the City and the Little League entered into a Facility Use and Grant Agreement to provide for the Little League's use of certain City facilities and provide for a \$10,000 grant to the Little League to support the Youth Programs within the City (the "Agreement").

Current Activity

The Little League has requested an additional \$8,000 in grant funding (the "Additional Grant Funds") to operate the fall youth baseball program and the softball program in the City (the "Additional Programs"). The funds are currently budgeted in the Athletics Division. City staff recommends approving an amendment to the Agreement with the Little League, attached as Exhibit "A," to provide for the Additional Grant Funds for the Additional Programs (the "Amendment").

Recommendation

Staff recommends approval of the additional funds to support Little League's operation of fall baseball and softball and approval of the Amendment.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE FACILITY USE AND GRANT AGREEMENT WITH THE LITTLE LEAGUE BASEBALL, INC. DBA DEERFIELD BEACH LITTLE LEAGUE FOR YOUTH BASEBALL PROGRAMS TO PROVIDE FOR AN ADDITIONAL \$8,000 IN GRANT FUNDS; PROVIDING FOR EXECUTION, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the Little League Baseball, Inc. dba Deerfield Beach Little League (the “Little League”) is a not-for-profit corporation that provides youth baseball programs for youth ages 3 to 15 years old; and

WHEREAS, the City owns and operates certain facilities that are suitable for use by the Little League for its youth baseball programs (the “Youth Programs”); and

WHEREAS, on January 4, 2022, the City and the Little League entered into a Facility Use and Grant Agreement to provide for the Little League’s use of certain City facilities and provide for a \$10,000 grant to the Little League to support the Youth Programs within the City (the “Agreement”); and

WHEREAS, the Little League has requested an additional \$8,000 in grant funding (the “Additional Grant Funds”) to operate the fall youth baseball program and the softball program in the City (the “Additional Programs”); and

WHEREAS, City staff recommends approving an amendment to the Agreement with the Little League, attached as Exhibit “A,” to provide for the Additional Grant Funds for the Additional Programs (the “Amendment”); and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve, and authorize execution of, the Amendment with the Little League, attached as Exhibit “A,” to provide for the Additional Grant Funds for the Additional Programs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission finds that the Additional Grant Funds to the Little League for the Additional Program in the amount of \$8,000 in accordance with the terms of the Agreement serves the public interests of the citizens of the City and is hereby approved.

Section 3. The City Commission approves the Amendment, attached as Exhibit “A,” to provide for the Additional Grant Funds for the Additional Programs. The Mayor and City

Manager are authorized to execute the Amendment with the Little League, attached as Exhibit “A,” together with such non-substantial changes that 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 do all things necessary to carry out the aims of this Resolution.

Section 5. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

AMENDMENT TO THE FACILITY USE AND GRANT AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND DEERFIELD BEACH LITTLE LEAGUE

This Amendment to the Facility Use and Grant Agreement ("Amendment"), is made and entered into on this ___th day of _____ 2022 by and between the City of Deerfield Beach, (the "City") and the Little League Baseball, Inc. d/b/a Deerfield Beach Little League (the "Licensee").

WHEREAS, on January 4, 2022, the City and the Little League entered into a Facility Use and Grant Agreement to provide for the Little League's use of certain City facilities and provide for a \$10,000 grant to the Little League to support the Youth Programs within the City (the "Agreement"); and

WHEREAS, the Little League has requested an additional \$8,000 in grant funding (the "Additional Grant Funds") to operate the fall youth baseball program and the softball program in the City (the "Additional Programs"); and

WHEREAS, the Parties desire to amend the Agreement to provide for the Additional Grant Funds for the Additional Programs.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledges, the parties agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. Exhibit "A" of the Agreement is hereby amended to include the following:

Typical Fall Baseball & Softball Season:

Field Times: Week night games beginning at 6:00 pm (no new inning curfew after 9:30 pm). Lights and Park will be closed no later than 10:00 pm. Saturday games beginning 9:00 am to 4:00 pm unless special permission is granted by Parks and Recreation Department.

Registration will begin in July with field availability beginning in August at the Middle School Athletic Complex.

The season will run from August to October to allow for practice, regular season and playoffs.

Section 3. Section 11 "City Funding" of the Agreement is hereby amended to read as follows:

The CITY agrees to provide LICENSEE with grant funds in an amount not to exceed ~~\$10,000.00~~ \$18,000.00 to be used by LICENSEE to pay for uniforms, equipment, league dues and/or insurance ("Permitted Uses") to support LICENSEE's Youth Programs within the City during

the Term (the "Grant Funds"). In order to receive any of the Grant Funds, LICENSEE shall make a written request to the CITY for a particular expenditure that details the specific items to be purchased, the anticipated amount of such purchase and any additional information reasonably requested by the CITY. If the request is consistent with this Agreement, the CITY shall have the option, in the CITY's sole discretion, to make the purchase directly or reimburse LICENSEE for such expenditure. Any additional funding requests above the ~~\$10,000.00~~ \$18,000.00 Grant Funds amount, or any requests to use any portion of the ~~\$10,000.00~~ \$18,000.00 Grant Funds for a purpose other than the Permitted Uses, must be approved by City Commission. Based upon this funding, LICENSEE shall provide such financial information related to LICENSEE as provided for in City rules and regulations or as may be requested by the City Manager or designee. LICENSEE agrees to submit a budget to the CITY with details on anticipated revenues and expenditures for the Youth Programs.

Section 4. All other conditions and terms of the Agreement, not specifically amended herein, remain in full force and effect.

Section 5. Should any part, term and provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected hereby.

Section 6. Neither City nor their officers, agents and/or employees have made any representation or promises except as expressly set forth in the Agreement or this Amendment.

Section 7. This Amendment shall be effective upon execution.

CITY

ATTEST:

CITY OF DEERFIELD BEACH,
FLORIDA, a municipal corporation of the
State of Florida.

Samantha Gillyard, City Clerk

Bill Ganz, Mayor

Deerfield Beach Little League, a Florida not for
profit corporation.

WITNESS:

By: _____
Todd Wahlers, President

(CORPORATE SEAL)

EXHIBIT "A"
SUPPLEMENTAL SERVICES



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1265

Agenda Date: 6/7/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Local Agency Program Agreement with the Florida Department of Transportation for the Deerfield Elementary and Middle Schools Safe Routes to Schools Project; authorizing execution of the Agreement; providing for implementation and an effective date. (Funds from Account #399-1702-564-60-31 - Capital Project Grants & Account #108-5050-541-60-31 - Infrastructure Improvements other than Buildings)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$382,419/\$117,303

Account Name: Capital Project Grants

Account Number: 399-1702-564-60-31 (FY 23)

Secondary Account Name: Infrastructure Improvements other than Buildings

Secondary Account Number: 108-5050-541-60-31 (FY 23)

Background

In January 2018, the City of Deerfield Beach, in partnership with Deerfield Park Elementary, Tedder Elementary, and Deerfield Beach Middle (the "Deerfield Schools"), submitted an application (the "Application") for the Safe Routes to School ("SRTS") grant (the "Grant") to the Florida Department of Transportation ("FDOT") to pay for improvements along the routes to Deerfield Schools, including new sidewalks, signage (school signs, speed limit signs, "No Parking" signs), pedestrian zoning and striping, crosswalks, and walk safety education curriculum (the "Project"). The Grant is a community-based grant aimed to create safe routes to school and encourage more walking and biking where safety is not a barrier. The Grant supports the City's mission to create a safe, healthy, and active community that embraces culture, economic growth, recreation, and educational opportunities inclusive to all.

The Application was the result of coordinated efforts with the Broward Sheriff's Office, school officials, and community partners who participated in walkability audits, parent surveys, and community meetings.

In September 2018, the City was notified that the Application was approved and would be funded for construction via a Local Agency Program ("LAP") agreement and that the development of design plans and any design activities were the responsibility of the City. Federal funds in the amount of \$382,419.00 are programmed in the State Transportation Improvement Program in 2023 towards construction of this Project.

By Resolution 2021/058 and pursuant to RFQ #21-11-IG, the City Commission approved a Work Authorization with Keith and Associates for professional design services for the Deerfield Schools LAP Project. Final construction plans were completed and submitted to FDOT in December 2021, and a final procurement package was submitted to FDOT in April 2022.

Current Activity

Execution of a Local Agency Program Agreement is a requirement prior to the encumbrance of FDOT funds. The purpose of the Agreement is to provide for the Department's participation in the LAP project. The Department agrees to participate in the Project cost up to the maximum amount of \$382,419. This amount includes Federal-aid funds. The City bears expenses in excess of the maximum amount of the Project.

It is anticipated that encumbrance of FDOT construction funds will be made in August 2022 after execution of the LAP agreement. The Project is slated to begin construction by late 2022/early 2023 with a 240-day duration. The term of the agreement expires 12/31/2023.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve the Local Agency Program Agreement for the Deerfield Elementary and Middle Safe Routes to School - Various Locations Project.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DEERFIELD ELEMENTARY AND MIDDLE SCHOOLS SAFE ROUTES TO SCHOOLS PROJECT; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, in January of 2018, the City of Deerfield Beach, Florida (the “City”) in partnership with Deerfield Park Elementary, Tedder Elementary, and Deerfield Beach Middle, (collectively, Deerfield Schools”) submitted an application (the “Application”) for the Safe Routes to School (“SRTS”) grant (the “Grant”) to the Florida Department of Transportation (“FDOT”) to pay for improvements along the routes to the Deerfield Schools, including new sidewalks, signage (school signs, speed limit signs, “No Parking” signs), pedestrian zoning and striping, crosswalks, and walk safety education curriculum (the “Project”); and

WHEREAS, in September 2018, the City was notified that the Application was approved and would be funded for construction via a Local Agency Program (“LAP”) agreement and that the development of design plans and any design activities would be the City’s responsibility; and

WHEREAS, federal funds in the amount of \$382,419.00 are programmed in the State Transportation Improvement Program in 2023 towards construction of this Project (the “Funding”); and

WHEREAS, by Resolution 2021/058 and pursuant to RFQ #21-11-IG, the City Commission approved a Work Authorization with Keith and Associates for professional design services for the Project; and

WHEREAS, final construction plans were completed and submitted to FDOT in December 2021, and a final procurement package was submitted to FDOT in April 2022; and

WHEREAS, a Local Agency Program Agreement (the “Agreement”) for Project funding must be executed between the City and FDOT; and

WHEREAS, the Agreement’s execution is a required step before funds can be allocated by FDOT; and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve the Agreement with FDOT, attached as Exhibit “A,” for Project Funding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Agreement with FDOT, attached as Exhibit “A,” for Project Funding.

Section 3. The City Manager is hereby authorized to execute the Agreement with FDOT, attached as Exhibit “A,” together with such terms 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 do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 03/22
Page 1 of 15

FPN: 444237-1-58-01	FPN: _____	FPN: _____
Federal No (FAIN): <u>D421 115 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>SR2T</u>	Fund: _____	Fund: _____
Org Code: <u>55043010404</u>	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____

County No: <u>86</u>	Contract No: _____	
Recipient Vendor No: <u>F596000305001</u>	Recipient Unique Entity ID SAM No: <u>RNAJUJR8BKA5</u>	

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and City of Deerfield Beach ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Deerfield Elementary and Deerfield Middle SRTS- Various Locations, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 444,871.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$382,419.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 03/22
Page 2 of 15

- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
 - ☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 03/22
Page 3 of 15

Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 03/22
Page 5 of 15

- adherence to contract requirements, construction quality and scope of Federal-aid projects;
- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 03/22
Page 6 of 15

claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 03/22
Page 7 of 15

- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 03/22
Page 10 of 15

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 03/22
Page 11 of 15

- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 03/22
Page 12 of 15

Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 03/22
Page 13 of 15

making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 03/22
Page 14 of 15

- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☒ The following Exhibit(s) are attached and incorporated into this Agreement: A,B,C,D,E,F&G

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 03/22
Page 15 of 15

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of Deerfield Beach

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Dave Santucci
Title: City Manager

By: _____
Name: Steven C. Braun, P.E.
Title: Director of Transportation Development

Legal Review:

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 444237-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Deerfield Beach (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Project Length: 1.582

86900264	0.153 / 0.25
86900265	0 / 0.192
86900266	0.077 / 0.252
86900267	0 / 0.083
86900268	0 / 0.066
86900269	0 / 0.211
86900270	0 / 0.197
86900271	0 / 0.181
86900272	0 / 0.153
86900273	0 / 0.057
86900273	0.117 / 0.227

PROJECT DESCRIPTION: This project is to substantially improve the safety for students with the installation 5,614 linear feet of sidewalk, located in the area of Deerfield Beach Elementary and Middle School, between SW 10 St to the north and the SW 4 ST to the south and S Dixie Hwy to the West and SW 3 Ave to the east.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any Right-of-Way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A
- b) Design to be completed by N/A
- c) Right-of-Way requirements identified and provided to the Department by N/A
- d) Right-of-Way to be certified by 03/15/2022.
- e) Construction contract to be let by 01/10/2023
- f) Construction to be completed by 12/31/2023

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is

subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Deerfield Beach 150 NE 2nd Avenue Deerfield Beach, FL 33441	FINANCIAL PROJECT NUMBER: 444237-1-58-01
--	---

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2022-2023 (Safe Routes To School)	\$ 382,419.00	\$ _____	\$ _____	\$ 382,419.00
FY: 2022-2023 (Local Participation)	\$ 62,452.00	\$ 62,452.00	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 444,871.00	\$ 62,452.00	\$ 0.00	\$ 382,419.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 444,871.00	\$ 62,452.00	\$ 0.00	\$ 382,419.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Mya Gray

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Award Amount: \$382,419.00
Awarding Agency: Florida Department of Transportation
Award is for: No
R&D:
Indirect Cost: N/A
Rate:

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT G

FHWA FORM 1273

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE
WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:

<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

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

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1277

Agenda Date: 6/7/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Carollo Engineers, Inc. in an amount not to exceed \$165,790.00 to update the Integrated Utilities Master Plan; authorizing execution of the Work Authorization; and providing for an effective date. (Funds from Account #401-5020-533-3099 - Other Professional Services)

Recommended Action

Commission to Vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$165,790.00

Account Name: Other Professional Services

Account Number: 401-5020-533-3099

Background/History

In August 2018, the City of Deerfield Beach awarded a contract to Carollo Engineers, Inc. for consulting services related to developing an Integrated Utilities Master Plan (IUMP), which included developing a Capital Improvement Plan (CIP) and conducting a Utility Revenue Sufficiency Study.

Carollo developed and submitted a Draft IUMP and a Draft Rate Sufficiency Study in February 2020 and March 2020. Due to the impact of the COVID-19 pandemic, the project was placed on temporary hold.

The City re-engaged Carollo in December of 2021 and requested assistance in moving forward with a rate adjustment based on earlier recommendations made in March 2020. On March 7 and March 22, 2022, the City conducted public workshops presenting the need for a rate adjustment based on the data compiled in the Master Plan. On April 19, 2022, the City adopted new water and wastewater utility rates consistent with the original recommendations of the Master Plan. At that time, a commitment was made to the Commission to revisit recommendations for future utility rate adjustments based on additional data from the past two years, lost revenue due to the impacts of the COVID-19 pandemic, as well as readily available sources of funds through the American Rescue Plan Act and the Infrastructure Bill.

Current Activity

City staff considered consultants in the City's pool of continuing contracts for consultant services to update the Master Plan and deemed Carollo to be the most qualified due to Carollo's involvement and

experience in developing the Master Plan. The City requested Carollo, the prime consultant, prepare a level of effort to update the original Master Plan and Rate Sufficiency Study. On May 4, 2022, Carollo provided a proposal to update the list of Capital Improvement Projects and the Rate Sufficiency Study based on the latest information available.

The method of compensation for services under this proposed project shall be "time and material" with a not-to-exceed amount for Base Services, as outlined in Carollo's proposal, of \$119,630 and Additional Services, as outlined in the proposal, in the amount of \$46,160 to provide the InfoWater software and training for hydraulic modeling, for a total amount not to exceed \$169,790 under the Work Authorization. The City plans to schedule additional services in FY23.

The amount of \$119,630 for the Base Services is to be authorized in the FY22 budget and the Additional Services for Software Modeling and training totaling \$46,160 will be encumbered in the FY23 budget separately.

New tasks under this project are described as follows: update the Recommended CIP; update the financial forecast and the fiscal/capital funding requirements; and develop a utility rate adjustment for City consideration. Additionally, as a subconsultant to Carollo, Raftelis Financial Consultants will review recommendations to the CIP resulting from the updates and the City's current financial position to update the Utility Rate Sufficiency Study prepared in March 2020. The recommended long-range rate adjustments will then be presented to the City for consideration.

Services under this project will be completed this summer with the goal of delivering rate recommendations for review and approval by the City Commission in Fall 2022.

Recommendation

It is recommended that the City Commission approve an agreement between the City of Deerfield Beach and Carollo Engineers, Inc. for professional services, authorizing the Mayor and City Manager to execute the contract, and providing for an effective date.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH CAROLLO ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$165,790.00 TO UPDATE THE INTEGRATED UTILITIES MASTER PLAN; AUTHORIZING EXECUTION OF THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in August 2018, the City awarded a contract to Carollo Engineers, Inc. (“Carollo”) for consulting services related to developing an Integrated Utilities Master Plan, which included developing a Capital Improvement Plan and conducting a Utility Revenue Sufficiency Study (collectively, the “Master Plan”); and

WHEREAS, pursuant to RFQ #21-11-IG and Section 287.055, Fla. Stat., the City entered into multiple continuing contracts with qualified firms, including Carollo, for the provision of professional architectural and engineering consulting services on an as needed basis (the “Continuing Contract”); and

WHEREAS, on March 7 and March 22, 2022, the City conducted public workshops presenting the need for a rate adjustment based on the data compiled in the Master Plan; and

WHEREAS, on April 19, 2022, the City adopted new water and wastewater utility rates consistent with the original recommendations of the Master Plan, and a commitment was made to the Commission to revisit recommendations for future utility rate adjustments based on additional data from the past two years, lost revenue due to the impacts of the COVID-19 pandemic, as well as readily available sources of funds through the American Rescue Plan Act and the Infrastructure Bill; and

WHEREAS, City staff considered consultants in the City’s pool of continuing contracts for consultant services to update the Master Plan (the “Services”); and

WHEREAS, due to Carollo’s involvement and experience in developing the Master Plan, the City staff deemed Carollo to be the most qualified firm to provide the Services; and

WHEREAS, City Staff recommends the City Commission approve and authorize execution of a work authorization with Carollo, attached as Exhibit “A,” for the Services in an amount not to exceed \$165,790.00 (the “Work Authorization”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Work Authorization with Carollo, attached as Exhibit “A,” for the Services in an amount not to exceed \$165,790.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Carollo for the Services, attached as Exhibit “A,” together with such additional terms as may be 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 do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

WORK AUTHORIZATION
BETWEEN
THE CITY OF DEERFIELD BEACH
AND
CAROLLO ENGINEERS
FOR PROFESSIONAL SERVICES

This Work Authorization is entered into this ____ day of _____, 20____, by and between City of Deerfield Beach, Florida, with its principal business address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441, hereinafter referred to as “City”,

AND

Carollo Engineers, Inc., a Delaware Corporation, with its business address located at 2728 North University Drive, Building 2700, Coral Springs, FL 33065, hereinafter referred to as “Consultant”.

WHEREAS, the City and the Consultant have entering into a master CCNA continuing services contract dated April 6, 2021 RFQ #21-11, (The Continuing Contract) and consultant has been approved to provide the services contemplated herein; and,

WHEREAS, the City and the Consultant desire to enter into this Work Authorization to provide for the Consultant to perform certain professional services in accordance with the terms and conditions of this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
SCOPE OF SERVICES

1. Consultant agrees to perform certain professional services for the City pursuant to The Continuing Contract, as specifically described in the scope of services attached as Exhibit “A” to this Work Authorization (the “Services”), both of which by this reference are incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 2
COMPENSATION

2. In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed \$165,790.00 as further detailed in Exhibit "A". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 4, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 3
TERM OF WORK AUTHORIZATION

3. The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 4 of this Work Authorization.

SECTION 4
TERMINATION OF WORK AUTHORIZATION

4. City may terminate this Work Authorization for convenience by giving the Consultant thirty (30) days advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 5
CONTINUING CONTRACT

5. The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 6
INDEPENDENT CONSULTANT

6. Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health

insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7

INDEMNIFICATION / HOLD HARMLESS CLAUSE

7. Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

SECTION 8

INSURANCE

- 8.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.

8.2 General

8.2.1 The CONSULTANT shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.

8.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County,

Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.

8.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

8.2.4 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONSULTANT uses a Subconsultant, CONSULTANT shall ensure that Subconsultant names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

8.3 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars(\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than

one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONSULTANT shall notify the CITY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONSULTANT acknowledges that the CITY is relying on the competence of the CONSULTANT to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on, about or over navigable waterways, evidence of a coverage endorsement for U.S. Longshoremen and Harbor Workers Act (USL&H), and/or Jones Act, for maritime laws coverage shall be included. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

SECTION 9

NON-APPROPRIATION OF FUNDS

9. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 10
MISCELLANEOUS

10. Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 11
AUDIT AND INSPECTION RIGHTS

- 11.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 11.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 12
AMENDMENTS AND ASSIGNMENT

- 12.1 This Work Authorization together with Exhibit "A" between Consultant and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 5. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 12.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 12.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 13
NOTICES

13. Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 14
GOVERNING LAW AND VENUE

14. This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 15
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

15. Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 16
NON-DISCRIMINATION

16. Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 17
PUBLIC RECORDS

17. Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 18
SEVERABILITY

18. If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 19
SURVIVAL

19. All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 20
JOINT PREPARATION

20. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent 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.

**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND
CAROLLO ENGINEERS FOR PROFESSIONAL SERVICES**

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

CITY OF DEERFIELD BEACH

By: _____

This ____ day of _____, 20__.

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

Anthony C. Soroka, City Attorney

CONSULTANT

Carollo Engineers, Inc., a Delaware
corporation

By: 

Name: Chuck Sinclair
Title: Senior Vice President

This 17 day of May, 2022.

By: 

Name: M. Angelica Gregory
Title: Associate Vice President

This 17 day of May, 2022.

EXHIBIT A
SCOPE OF SERVICES

City of Deerfield Beach

Integrated Utilities Master Plan and Rate Sufficiency Study Update

Scope of Services

Background

In August 2018, The City of Deerfield Beach awarded a contract to Carollo Engineers, Inc. for consulting services related to developing an Integrated Utilities Master Plan (IUMP) which included developing a Capital Improvement Plan (CIP) and conducting a Utility Revenue Sufficiency Study.

Carollo developed and submitted a Draft IUMP and a Draft Rate Sufficiency Study in February 2020 and March 2020, respectively. Due to the influence of the COVID-19 pandemic, the project was placed on temporary hold.

The City re-engaged Carollo in December of 2021 and requested assistance in updating the CIP Worksheet, preparing a work plan for SRF funding of the reclaimed water pipeline, and participating in a series of meetings and workshops in support of adopting a rate increase. Fees originally designated for Tasks 6A and 7A were transferred to this Additional Services task and the total fees for work under the Base Contract remained within the authorized contract amount.

Services under the Work Authorization

Under the Work Authorization, the City authorizes Carollo to update the CIP and the Rate Sufficiency Study based on the latest information available.

New Tasks under the Work Authorization are described below.

Task 16 – Update the Recommended CIP

Goal

Provide an update to the recommended CIP that was developed as part of the Draft IUMP and delivered for City review in February 2020.

Scope of Work

- 16.1 Demand and Flow Projections:** Update the population projections developed in the Draft IUMP based on most recent data available. Project drinking water demand and wastewater flow based on updated population projections and most recent historical data.
- 16.2 Water Supply and Treatment Recommendations:** Based on results of Task 16.1, update the recommendations to meet projected potable water supply needs. This includes evaluation of permitted capacity of water supply wells and developing a permitting strategy to fully utilize existing capacity and obtain future additional permitted capacity, if needed. Provide recommendations for the updated CIP.
- 16.3 Water Storage, Pumping and Distribution System:** Based on results of Task 16.1, update the hydraulic model developed for the Draft IUMP and validate ability of the system to meet short and long-term performance needs. Identify deficiencies in the system and provide recommendations for the updated CIP.
- 16.4 Wastewater Collection and Transmission System:** Based on results of Task 16.1, update the hydraulic model developed for the Draft IUMP and validate ability of the system to meet short and long-term performance needs. Identify deficiencies in the system and provide recommendations for the updated CIP.
- 16.5 Review and Update CIP Projects:** Meet with City staff to annotate the previously produced CIP to:

- 1) Identify and remove listed projects that have been completed since development of the CIP,
- 2) Review overall purpose, applicability, and timing of projects in the list that have not been completed and will remain in the plan, and
- 3) Based on tasks above, recommend additional projects that may be required to meet system demand and performance requirements.

16.6 Project Cost Estimate Update: Carollo will revisit cost estimates and sequencing of Carollo-proposed projects and will assess the cost estimated by staff for City-proposed projects, as applicable.

16.7 Review Project Scheduling/Timing: Carollo will assess the impact of previously deferred projects and propose new timing consistent with the new funding strategy.

Deliverables - Task 16

- Technical Memorandum: Updated Demand and Flow Projections.
- Technical Memorandum: Updated Water Supply and Treatment Recommendations.
- Technical Memorandum: Updated Water Storage, Pumping and Distribution Recommendations.
- Technical Memorandum: Updated Wastewater Collection and Transmission Recommendations.
- Technical Memorandum documenting process and results of CIP update.

Task 17 – Update the Utility Rate Sufficiency Study

Goal

Update the financial forecast and the fiscal/capital funding requirements and develop a utility rate adjustment for City Administration consideration.

Scope of Work

17.1 Update Study: Review recommendations to the CIP resulting from Task 16 and the current financial position to update the Utility Rate Sufficiency Study prepared in March 2020. Produce rate adjustment recommendations to present to City Administration for consideration. Activities include:

1. Update to the financial forecast to evaluate the sufficiency of the existing rates to fund the expenditure and funding requirements of the System.
2. Perform a review of fiscal and capital funding targets to promote financial sustainability and to determine the need for future user rate adjustments.
3. Carollo and Raftelis will help facilitate informational meetings and workshops with City Administration, City Commission, and the public as needed.

This task will be led by Raftelis Financial Consultants (Raftelis) with support and oversight by Carollo. A proposal from Raftelis to complete this task is included as Attachment A to this Scope of Services.

Deliverables - Task 17

- Updated Utility Rate Revenue Sufficiency Study Letter Report.
- Workshop decision/action log.
- PowerPoint presentations as necessary to support workshops and meetings.

Additional Services – Model Software and Training

Scope of Work

When directed by the City the following additional services shall be provided:

1. **Training City Staff on Water System Model Operation and Software.** Carollo will provide one license copy of the *InfoWater* for City use and will provide training to City staff on the operation and update of the InfoWater model.

Deliverable: *InfoWater software* and all related modules that are used in development of the hydraulic model. Training would consist of two half-day work sessions for up to 4 staff and include reference information and a PowerPoint presentation.

2. **Training City Staff on Wastewater System Model Operation and software.** Carollo will provide one license copy of the InfoSWMM for City use and will provide training to City staff on the operation and update of the InfoSWMM model.

Deliverable: InfoSWMM *software* and all related modules that are used in development of the hydraulic model. Training would consist of two half-day work sessions for up to 4 staff and include reference information and a PowerPoint presentation.

Schedule

Services under this Work Authorization for Tasks 16 and 17 shall be completed between the months of June and December of 2022 with the goal delivering a Draft CIP for FY23 budgeting cycle by August 2022. Rate increase recommendations for review and approval by August 2022, for adoption by October 2022.

Compensation

Compensation for services under this Work Authorization shall be according to the terms of the Agreement.

The method of compensation for services under this Work Authorization shall be “Time and Material” with a not-to-exceed amount \$165,790.

Labor hours will be invoiced based on hourly rates defined in the rate schedule included herein.

Reimbursables will be charged at actual costs without markup based on terms of the Agreement.

Subconsultants to Carollo will be reimbursed at actual cost with a mark-up of 10% for management and administrative costs.

City of Deerfield Beach
Integrated Utility Master Plan
Amendment No.1
Fee Estimate

Contract Task		Description		Carollo Job Class													Labor Hours	Labor Cost	Subconsultants*	Subconsultant Mark-up	Expenses	Out-of-State Travel**	TOTAL FEE (ROUNDED)	
				ES VIII	ES VII	ES VI	ES V	ES IV	ES III	ES II	ES I	ET III/IV	ET V/VI	ET VII	Support	Support								Support
				Principal Engineer/ Sr Program Manager	Chief Engineer	Senior Engineer	Senior Project Professional	Project Professional	Engineer/ Professional	Senior Engineering Intern	Engineering Intern	CADD/GIS Technician	Senior CADD/GIS Technician	Senior Designer	Admin/ Clerical	Senior Admin/ Clerical				Document Processing				10%
Category Billing Rate				\$250	\$225	\$200	\$180	\$160	\$140	\$125	\$105	\$90	\$120	\$160	\$75	\$85	\$90							
16	Update the Recommended CIP			20	34	80	0	0	144	0	0	0	0	0	14	0	0	292	\$49,860	\$0	\$0	\$0	\$0	\$49,860
16.1	Demand and Flow Projections			2	2	16			24					2			46	\$7,660		\$0			\$7,660	
16.2	Water Supply and Treatment Recommendations			2	16	16			24					2			60	\$10,810		\$0			\$10,810	
16.3	Water Storage, Pumping and Distribution System			2	2	12			24					2			42	\$6,860		\$0			\$6,860	
16.4	Wastewater Collection and Transmission System			2	2	12			24					2			42	\$6,860		\$0			\$6,860	
16.5	Review and Update CIP Projects			4	4	8			16					2			34	\$5,890		\$0			\$5,890	
16.6	Project Cost Estimate Update			4	4	8			16					2			34	\$5,890		\$0			\$5,890	
16.7	Review Project Scheduling/Timing			4	4	8			16					2			34	\$5,890		\$0			\$5,890	
17	Update the Utility Rate Sufficiency Study			24		32			24								80	\$15,760	\$49,100	\$4,910			\$69,770	
ADD	Model Software and Training			0	0	64	0	48	0	0	0	0	0	0	8	0	120	\$21,160			\$25,000		\$46,160	
	Water Model Training and Materials					32		24							4						\$16,000			
	Wastewater Model Trainingh and Materials					32		24							4						\$9,000			
	Total			44	34	112	0	0	168	0	0	0	0	0	14	0	0	372	\$65,620	\$49,100	\$4,910	\$0	\$0	\$165,790

City of Deerfield Beach:		Integrated Utility Master Plan																	
Revision Date:		Amendment No. 1																	
Proposed Compensation:		Established Billing Rates by Job Classification																	
Proposed Labor Category		Carollo Job Class	Education, Registration		Minimum Experience		Billing Rate												
Professional																			
Engineering Intern		ES I	BS		Entry level		\$ 105.00												
Senior Engineering Intern		ES II	BS, EI		2 years responsible and related		\$ 125.00												
Engineer/Professional		ES III	BS, PE (or licensed in field of practice)		No years post-registration		\$ 140.00												
Project Engineer/Professional		ES IV	BS, PE (or licensed in field of practice)		2 years post-registration		\$ 160.00												
Sr. Project Engineer/Professional		ES V	BS, PE (or licensed in field of practice)		6 years post-registration		\$ 180.00												
Senior Engineer		ES VI	BS, PE (or licensed in field of practice)		12 years post-registration		\$ 200.00												
Chief Engineer		ES VII	BS, PE (or licensed in field of practice)		16 years post-registration		\$ 225.00												
Principal Engr/Sr Program Mgr		ES VIII	BS, PE (or licensed in field of practice)		Corporate Officer; binding authority		\$ 250.00												
Technical																			
Intern		ET I/II			Entry level		\$ 60.00												
CADD/GIS Technician		ET III/IV	GED		1 year related CADD experience		\$ 90.00												
Sr CADD/GIS Technician		ET V/VI	GED		5 year related CADD experience		\$ 120.00												
Sr Designer		ET VII/VIII	GED		10 year related CADD experience		\$ 160.00												
Field																			
Field Technician		EA I/II	GED		Entry level		\$ 65.00												
Field Inspector		EA III/IV	GED		3 years related CADD experience		\$ 100.00												
Senior Inspector		EA V/VI	GED		8 years related CADD experience		\$ 140.00												
Chief Inspector		EA VII/VIII	GED		12 years related CADD experience		\$ 160.00												
Administrative																			
Admin/Clerical		Support	GED		Entry level		\$ 75.00												
Sr Admin/Clerical		Support	GED		5 years related experience		\$ 85.00												
Document Processing		Word Proc.	GED		2 years related experience		\$ 90.00												



Special Service Consultant Form

This form shall be completed when only one consulting source is available for services requested. Please complete and forward to the Purchasing Dept.

Section A – Project Award Consultant

Project Name

Company Name

Address

Phone Number

Point of Contact & Title

Service Category

Group

Area of Consulting Service

Price

Description of consulting services and purpose

Section B – Justification

What necessary features does this consultant provide which are not available from other consultants in the service group? Please be specific

Section C – Notes of Research

If other consulting sources were contacted, what was the outcome? Please be specific

Section D - Certification and Approval

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for a single source purchase.

Hamid Nikvan

Assistant Director of
Environmental Services
Print Name & Title

Hamid Nikvan
Signature

Environmental Services
Department

5/16/2022
Date

Cc: Procurement



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1317

Agenda Date: 6/7/2022

Status: ADDENDUM

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with the Supervisor of Elections of Broward County to conduct the Municipal Election to be held by the City of Deerfield Beach on November 8, 2022; authorizing execution of the Agreement; providing for implementation and an effective date. (*Funds from Account #001-0308-513-32-99 - Other Contractual Services*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$42,000

Account Name: Other Contractual Services

Account Number: 001-0308-513-32-99

Background/History

Pursuant to Section 9.01(1) of the City Charter, the City Commission may, by ordinance, propose amendments to any part or all of the Charter, except article II prescribing boundaries, and upon passage of the initiating ordinance, shall place the proposed amendment to a vote of the electors at the next regular city or general election held within the city or at any special election called for such purpose. Pursuant to Section 166.031, Florida Statutes, and City Charter Section 9.01(1), the City Commission is required to submit the Charter Amendment to the electors of the City for approval or rejection.

Section 3.04 "Elections and Terms" of the City Charter currently provides that "a person may appear on the ballot for re-election to the Deerfield Beach City Commission (as defined in Section 3.01) if, by the end of the current term of office, the person will have served (or, but for resignation, would have served) as a member of the Deerfield Beach City Commission for eight (8) consecutive years; provided that a commissioner subject to these term limitations by virtue of prior service as a commissioner shall be permitted to run for mayor and may serve as mayor and if elected shall be subject to the same term limit restrictions with regard to mayoral service as set forth above for commission service."

Current Activity

On April 5, 2022, the City Commission passed Ordinance No. 2022/007, approving an amendment to Section 3.04 of the Charter and calling for a special election on the proposed amendment to be held on November 8, 2022 (the "Referendum"). The attached agreement from the Supervisor of Elections (the "SOE") is for the SOE to conduct the municipal election, delivery and pick up the equipment for

all precincts, and handle the training and payment of all poll workers for the Referendum (the "Services"). The estimated cost for the Referendum for the November 8, 2022 election is approximately \$42,000.

Recommendation

Staff recommends approval of the agreement.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THE SUPERVISOR OF ELECTIONS OF BROWARD COUNTY TO CONDUCT THE MUNICIPAL REFERENDUM ELECTION TO BE HELD BY THE CITY OF DEERFIELD BEACH ON NOVEMBER 8, 2022; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Supervisor of Elections of Broward County (the “SOE”) provides services for municipal elections; and

WHEREAS, the SOE conducts municipal elections, delivers and picks up the equipment for all precincts, and handles the training and payment of all poll workers (the “Services”); and

WHEREAS, on April 5, 2022, the City Commission adopted Ordinance No. 2022/007, approving, subject to voter approval, an amendment to Section 3.04 of the Charter and calling for a special election on the proposed amendment to be held on November 8, 2022 (the “Referendum”); and

WHEREAS, the SOE has provided the City with an agreement to provide the Services for the Referendum, attached as Exhibit “A” (the “Agreement”); and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City to approve, and authorize execution of, the Agreement with the SOE for the Services for the Referendum on November 8, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves Agreement with SOE, attached as Exhibit “A,” for the Services.

Section 3. The City Manager or Mayor is authorized to execute the Agreement with SOE, attached as Exhibit “A,” for the Services, 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. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

MUNICIPAL ELECTIONS AGREEMENT

This Municipal Elections Agreement is made and entered into by and between Joe Scott, as Broward County Supervisor of Elections (“Supervisor”), and _____, a municipal corporation (“Municipality”) (each a “Party” and collectively referred to as the “Parties”).

Recitals

A. Supervisor has certain duties, functions, and responsibilities provided in the Florida Election Code (Chapters 97 through 106, Florida Statutes), as amended from time to time. Among Supervisor’s duties, functions, and responsibilities are the engagement, training, and assigning of individuals to work at Polling Places (as hereinafter defined), including voting systems technicians, poll clerks, inspectors, poll deputies, and members of elections boards (collectively, “Poll Workers”), in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes.

B. Chapter 75-350, Laws of Florida (Special Acts 1975), as amended, provides for a uniform filing and election date for all municipal elections conducted in Broward County, Florida, in addition to setting forth the requirements for qualification for office, conducting municipal elections, the municipalities’ obligation to Supervisor for the payment of costs associated with municipal elections, and other matters affecting all municipalities within Broward County, Florida.

C. Municipality is responsible for all costs associated with conducting any of its elections, including without limitation all “election costs” as defined in Section 97.021(15), Florida Statutes, and the procurement and payment of Poll Workers. Municipality is responsible for such election costs whether its election is held as a Stand-Alone Election (as defined below), or when Municipality’s election is part of a state or federal election (i.e., at the same time as a Presidential Preference Primary Election, August Primary Election, or November General Election).

D. Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist Municipality in selecting and training Poll Workers and conducting municipal election(s). Municipality desires to delegate to Supervisor the power, duty, and authority to select and train Poll Workers and to conduct Municipality’s election(s) pursuant to the terms, conditions, and provisions of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1

Definitions

1.1 **Applicable Law** means all applicable federal, state, county, municipal, or government entity rules, regulations, codes, ordinances, advisory opinions, as amended from time to time, including without limitation, the provisions in Chapters 75-350, Laws of Florida (Special Acts of 1975), the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973.

1.2 **Election Services** means the duties, functions, obligations, and work required by Supervisor to conduct the Municipal Elections as described in Article 2 of this Agreement, other services specified in Exhibit A, and additional services agreed to by the Parties and provided for in a written amendment to this Agreement.

1.3 **Florida Election Code** means Chapters 97 through 106, Florida Statutes, as amended from time to time.

1.4 **Municipal Election(s)** means the Municipality's elections within the scope of and provided for in Article 2 of this Agreement or any amendment to this Agreement.

1.5 **Stand-Alone Election(s)** means a municipal election held when only municipal races are on the ballot and there is no early voting period.

1.6 **Poll Worker(s)** means trained and paid individuals who are active voters and provide various election related services at precincts or Polling Places on election day or during early voting periods. Poll Workers include the positions and job descriptions listed and defined on the Supervisor's website at: <https://www.browardvotes.gov/Poll-Worker-Information/Become-a-Poll-Worker>.

1.7 **Polling Place(s)** means a building designated by Supervisor where voters cast their ballots during an election, such as a school or a library.

ARTICLE 2

Duties of Supervisor

2.1 Municipal Elections. Municipality hereby engages Supervisor to perform the Election Services for Municipality's elections to be held on November 8, 2022 as more fully described in this article. The Parties may identify additional municipal election(s) for which Supervisor shall perform Election Services ("Additional Municipal Election(s)") upon written approval of both Supervisor and the authorized representative of Municipality, in which event such Additional Municipal Election(s) shall be deemed included within the scope of this Section 2.1.

2.2 Cost Estimates. Supervisor has provided an estimate of the costs currently associated with the Election Services in Exhibit A. For any Additional Municipal Election, Supervisor shall provide

Municipality with an estimate of costs at least seven (7) business days after the written approval required in Section 2.1. Exhibit A and all other cost estimates provided by Supervisor are merely estimates and subject to adjustment by Supervisor based on actual costs incurred. Municipality shall be responsible for all costs incurred by Supervisor in conducting Stand-Alone Elections and for the incremental cost differential associated with conducting Municipal Election(s) during a state or federal election.

2.3 Polling Places. For Stand-Alone Elections, subject to Section 3.2, Supervisor will utilize the Polling Place(s) selected by Municipality and identify same as the applicable locations for the electors in Supervisor's records as well as in any notices Supervisor is otherwise legally required to provide to electors for the applicable Municipal Election. For Municipal Elections held during a state or federal election, Supervisor will utilize Polling Places (including early voting locations) selected by Supervisor.

2.4 Poll Workers. Supervisor shall select, assign, and train an appropriate number of Poll Workers for the Municipal Elections. The number and types of Poll Workers and their assignments to Polling Places shall be determined by Supervisor in Supervisor's sole and absolute discretion.

2.5 Payment of Poll Workers. Supervisor, on behalf of Municipality, shall set the pay rate for Poll Workers and pay them as required by law. Supervisor will advise Municipality of the current pay scale for Poll Worker positions.

ARTICLE 3

Municipality's Obligations

3.1 Municipality will pay Supervisor for all costs and expenses associated with Supervisor conducting the Municipal Election(s), including all election costs as defined in Section 97.021(15), Florida Statutes, and all amounts paid or due to Poll Workers. Municipality shall timely pay Supervisor all invoices submitted by Supervisor within thirty (30) days after the date of Supervisor's invoice to Municipality. Payment shall be made to Supervisor at the address stated in Section 5.1 and pursuant to the instructions prescribed by Supervisor or Supervisor's designee. Municipality's payment obligation includes all actual costs of Supervisor, which may be in excess of the cost estimate attached as Exhibit A or otherwise provided to Municipality by Supervisor.

3.2 For Stand-Alone Elections, no later than sixty (60) days prior to the date of the applicable Municipal Election, Municipality shall advise Supervisor in writing of any proposed Polling Places to be utilized for the election, which locations shall be subject to review and approval by Supervisor, and Municipality shall provide copies of the rental agreements or other documentation for the utilization of the Polling Places consistent with the provisions of this section. Municipality is responsible for: (a) ensuring the location(s) fully comply with Supervisor's then-existing security standards for Polling Places; (b) entering into written use or other rental

agreements for the sites utilizing a form provided by Supervisor or otherwise approved in advance by Supervisor; and (c) ensuring the locations comply with Applicable Laws.

3.3 Municipality shall promptly provide any and all documents, information, and cooperation reasonably requested by Supervisor in connection with the performance of Supervisor's duties and obligations under this Agreement.

ARTICLE 4

Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement. The Parties are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes. Nothing in this Agreement requires either Party to indemnify or insure the other Party for its own negligence or to assume any liability for the other Party's negligence. This section shall survive the termination of all performance or obligations under this Agreement.

ARTICLE 5

Notices and Public Records

5.1 In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be change by the applicable Party giving notice of such change in accordance with this section.

For Supervisor:

Joe Scott, Supervisor of Elections
115 South Andrews Avenue, Room 102
Fort Lauderdale, Florida 33301
E-mail: jscott@browardsoe.org

With a copy to:

Broward County Attorney's Office
Attn: Devona A. Reynolds Perez
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email addresses: dreynoldsperez@broward.org

For Municipality:

Email address: _____

With a copy to:

Email address: _____

5.2 Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law.

ARTICLE 6

Disputes; Governing Law, Venue, and Waiver of Jury Trial

6.1. Dispute Resolution; Attorney's Fees. Should a dispute arise regarding the interpretation of this Agreement or the performance of either Party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. Each Party shall bear its own attorneys' fees and costs, including in Chapter 164 proceedings and at both the trial and appellate levels. Any litigation arising from or relating to this Agreement shall be litigated exclusively in state or federal courts in Broward County, Florida.

6.2. Law, Jurisdiction, Venue, Waiver of Jury Trial. The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

ARTICLE 7

Term; Termination

7.1 The term of this Agreement shall be from the date of its full execution (the "Effective Date") until thirty (30) days after the date of the last Municipal Election covered by this Agreement, unless earlier terminated as provided in this Agreement.

7.2 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. Except when a Municipal Election is scheduled to occur within the next ninety (90) days, this Agreement may also be terminated for convenience upon

written notice by either Party, effective on the termination date stated in the written notice provided by the terminating Party which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement is terminated, whether for cause or without cause, Supervisor shall be paid for any Election Services performed through the effective date of termination.

ARTICLE 8

Miscellaneous

8.1 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Supervisor's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

8.2 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.3 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.4 Amendments. No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.5 No Third-Party Beneficiaries. Neither Supervisor nor Municipality intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 Joint Preparation and Interpretation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the

context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

8.7 Severability and Priority of Provisions. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.8 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

8.9 Independent Contractor. Supervisor is acting as an independent contractor for Municipality in the performance of Election Services under this Agreement. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

8.10 Incorporation by Reference. Any and all Recital clauses above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated and made a part of this Agreement.

8.11 Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that they are, on the date they sign this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
BROWARD COUNTY SUPERVISOR OF ELECTIONS, JOE SCOTT, and MUNICIPALITY, signing by
and through its _____ duly authorized to execute same.

SUPERVISOR

By: _____
Joe Scott, Broward County Supervisor of Elections

_____ day of _____, 2022

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

By _____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

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

NAK/DRP/vu
2022 Municipal Election Agreement.docx
05/20/2022

MUNICIPAL ELECTIONS AGREEMENT

MUNICIPALITY

ATTEST:

CITY OF [Insert Municipality Name]

[insert name], City Clerk

By: _____
[insert name], [title]

_____ day of _____, 2022

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

[insert name], City Attorney

EXHIBIT A
Municipal Election Cost Estimate

January 24, 2022

Samantha Gillyard, CMC
Deerfield Beach City Clerk
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Dear Ms. Gillyard:

As requested, please find below the cost estimate for having a referendum in March 2023 Municipal Election or in November 2022 General Election.

The estimated cost for the March 2023 Municipal Election is based on actual costs incurred in the March 2021 Municipal Election. All costs for a municipal election are fully covered by the municipalities. Based on the calculation, it cost \$2.79 per registered voter to execute a municipal election. Estimated cost for the March 2023 Municipal Election will be based on this "per voter" cost.

March 2023 Municipal Election (Estimate)

Municipality	Precincts	Registered Voters	Cost*	Cost (Rounded)
Deerfield Beach	24	49,308	137,328	137,400
Total	24	49,308	137,328	137,400

* Cost calculation is based on "Cost Per Registered Voter" multiplied by "Registered Voters" for each municipality.

November 2022 General Election (Estimate)

Municipality	Precincts	Registered Voters	Cost Per Registered Voter *	Cost Per Registered Voter (Rounded)
Deerfield Beach	24	49,308	34,516	34,600
Total	24	49,308	34,516	34,600

*Cost calculation is based on "Cost Per Registered Voter" multiplied by "Registered Voters" for each municipality.

Page 2 - Estimates

	B	A + B
Cost for 1 Additional Page **	Cost for 1 Additional Page (Rounded)	Total
7,396	7,400	42,000
7,396	7,400	42,000

	C	A + C
Cost for 2 Additional Pages **	Cost for 2 Additional Pages (Rounded)	Total
14,792	14,800	49,400
14,792	14,800	49,400

**Cost calculation is based on "Cost Per Additional Page" multiplied by "# of Additional Pages" multiplied by "Registered Voters" for each municipality. If the city's race(s) and/or question(s) do not add additional pages, the number of extra pages will be zero and you will only be charged \$0.70 times the number of registered voters.*

Assumptions:

- Each side of a piece of paper is a page.
- We are providing the number of registered voters in your city as of today, we will bill based on the number of registered voters at book closing - 29 days before the election.

Please contact me with any questions at 954-712-1951 or JScott@browardsoe.org.

Sincerely,



Joe Scott
Supervisor of Elections

ORDINANCE NO. 2022/007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO SECTION 3.04, "ELECTIONS AND TERMS," OF THE CITY CHARTER TO MODIFY THE TERM LIMIT RESTRICTIONS FOR THE CITY COMMISSION; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS; CALLING A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO THE CITY CHARTER TO BE HELD ON TUESDAY, NOVEMBER 8, 2022; PROVIDING FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL OF THE PROPOSED CHARTER AMENDMENT; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING A PROCEDURE FOR BALLOTING; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission desires to submit a proposed amendment to the City Charter (the "Charter Amendment") regarding term limit restrictions to a vote of the electors; and

WHEREAS, pursuant to Section 9.01(1) of the City Charter, the City Commission may, by ordinance, propose amendments to any part or all of the Charter, except article II prescribing boundaries, and upon passage of the initiating ordinance, shall place the proposed amendment to a vote of the electors at the next regular city or general election held within the city or at any special election called for such purpose; and

WHEREAS, pursuant to Section 166.031, Florida Statutes, and City Charter Section 9.01, the City Commission is required to submit the Charter Amendment to the electors of the City for approval or rejection.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AS FOLLOWS:

Section 1. The above "WHEREAS" clauses are true and correct and are made a part of this Ordinance.

Section 2. Section 3.04 "Elections and Terms" of the City Charter of the City of Deerfield Beach, Florida, is amended as follows:

ARTICLE III. LEGISLATIVE

Section 3.04. Election and terms.

- (3) No person may appear on the ballot for re-election to the Deerfield Beach City

Commission (as defined in Section 3.01) if, by the end of the current term of office the person will have served (or, but for resignation, would have served) as a member of the Deerfield Beach City Commission for ~~eight (8)~~ twelve (12) consecutive years; provided that a commissioner subject to these term limitations by virtue of prior service as a commissioner shall be permitted to run for mayor and may serve as mayor and if elected shall be subject to the same term limit restrictions with regard to mayoral service as set forth above for commission service; ~~provided further that should the person serving as mayor on the date this amendment is approved wish to appear on the ballot for re-election as mayor at the March 2009 election he shall be permitted to do so and may serve only that term and shall be barred from appearing on the ballot for a position on the city commission in the March 2013 election.~~

Section 3. That a special election is hereby called, to be held on Tuesday, the 8th day of November, 2022 in conjunction with the statewide general election, to present to the qualified electors of the City of Deerfield Beach, the ballot question provided in Section 4 of this Ordinance.

Section 4. That the form of ballot for the Charter Amendment provided for in Section 2 of this Ordinance shall be substantially as follows:

Ballot Question:

Modifying Term Limits Restrictions for Mayor and City Commission.

The City Charter currently provides that the Mayor and City Commissioners serve four year terms and prohibits a person from appearing on a ballot for City Commissioner if, by the end of their current term of office, the person will have served as a City Commissioner for eight consecutive years. It is proposed that the Charter be amended to permit service as a City Commissioner or Mayor for up to twelve consecutive years.

Shall the above-described Charter Amendment be adopted?

Yes []

No []

Section 5. Balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified City electors who are timely registered in accordance with law shall be entitled to vote. The City Clerk is authorized to obtain any necessary election administration services from the Broward County (the "County") Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The City Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Ordinance. Pursuant to Section 102.141, Florida Statutes, this election shall be canvassed by the City Clerk with assistance from the County Supervisor of Elections or as required by law.

Section 6. The notice of the election called for in Section 3 of this Ordinance shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the City at least 30 days prior to said election, the first publication to be in the fifth week prior to the election, and the second publication to be in the third week prior to the week of the election, and shall be in substantially the following form:

NOTICE OF SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO ORDINANCE NO. _____ ADOPTED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AN ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE CITY ON TUESDAY, THE 8th DAY OF NOVEMBER, 2022, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY.

Ballot Question:

Modifying Term Limit Restrictions for Mayor and City Commission.

The City Charter provides that the Mayor and City Commissioners serve four year terms and prohibits a person from appearing on a ballot for City Commissioner if, by the end of the current term of office, the person will have served as a City Commissioner for eight consecutive years. It is proposed that the Charter be amended to permit service as a City Commissioner or Mayor for up to twelve consecutive years.

Shall the above-described Charter Amendment be adopted?

Yes ☐ ☐

No ☐ ☐

Polling place information and the full text of the proposed Charter Amendment as set forth in the enabling Ordinance are available at the office of the City Clerk located at 150 NE 2nd Avenue, Deerfield Beach, Florida 33441.

City Clerk

Section 7. Copies of this Ordinance concerning the Charter Amendment are on file at the office of the City Clerk located at 150 NE 2nd Avenue, Deerfield Beach, Florida 33441, and are available for public inspection during regular business hours.

Section 8. The Charter Amendment provided for in Section 2 above shall become effective only if the majority of the qualified electors voting on the specific Charter Amendment

vote for its adoption, and it shall be considered adopted and effective upon certification of election results. The City Attorney is authorized to revise the Charter to the extent necessary to assure that any amendment adopted is properly included in the publication of the revised City Charter. Further, that in the event that the Charter Amendment is approved by the electors, conforming amendments shall be deemed to be adopted and the City Attorney is authorized to reflect and implement such revisions of the Charter to the extent necessary to assure that the amendment adopted conforms to all remaining Charter provisions. Following the adoption of the Charter Amendment, the City Clerk shall file the adopted Charter Amendment with the Clerk of the Circuit Court of Broward County, Florida.

Section 9. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 10. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 11. Subject to the requirements of Section 8 above, it is the intent of the City Commission and it is hereby provided that the Charter Amendment shall become and be made a part of the Charter of the City of Deerfield Beach, Florida, and that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention.

Section 12. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS 15TH DAY OF MARCH, 2022.

PASSED 2ND READING ON THIS 5TH DAY OF APRIL, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1286

Agenda Date: 6/7/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposals #22-21-PC for beach lifeguard stations 1-10; authorizing execution of an agreement with the top ranked, responsive and responsible proposer roof painting by Hartzell, Inc. dba Hartzell Painting for the services for a one year term, with two one-year renewals, in an amount not to exceed \$211,816.50 per lifeguard station; providing for implementation and an effective date. (Funds from Account #399-4553-539-65-30 - Lifeguard Towers)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$211,816.50 per lifeguard tower

Account Name: Lifeguard Towers

Account Number: 399-4553-539-65-30

Background/History

At the February 18, 2020 Regular City Commission meeting, the City presented the design for new beach lifeguard towers. The design was funded in FY 21 with the plan to construct two towers each year until all towers are replaced. The current towers have come to the end of their useful lives, the wood structure is brittle and the roofing requires continuous repair. Of the two options presented by the architect, Ken Carlson, the City Commission approved Option #2 by a 3-2 vote.

Consistent with City's competitive solicitation requirements, the Purchasing and Contract Administration Division issued a Request for Proposals for the Beach Lifeguard Stations 1 – 10, RFP #22-21-PC (the "RFP"). The RFP was advertised on February 14, 2022 in the legal notices section of the Sun-Sentinel and sent to 357 prospective Offerors via the e-Procurement Marketplace. On April 19, 2022 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed five (5) responses. Each member of the Evaluation Committee, assigned by the City Manager, independently reviewed and scored the five responsive proposals in accordance with the weighted criteria stated in the RFP prior to the initial public Evaluation Committee meeting held on May 5, 2022. On May 13, 2022, Oral Presentations/Interviews were conducted. Following oral presentations, the Evaluation committee made a unanimous decision to recommend the final ranking to the City Commission and award of the RFP to the highest ranked, responsive and responsible proposer, Roof Painting by Hartzell, Inc. dba Hartzell Painting.

Current Activity

The City requested proposals from qualified vendors to provide labor, materials, equipment, and incidentals for construction of the Beach Lifeguard Stations 1 – 10. The initial work in the first year of the awarded contract was to construct at least one Beach Lifeguard Station. The first ranked proposer, Hartzell Painting, submitted a cost for one lifeguard station in year one of this anticipated contract in the amount of \$211,816.50. The pricing submitted by

the Proposer in the Bid Line Items for the lifeguard stations for year one of the contract shall be firm for the first year of the contract. The City desires to replace up to ten beach lifeguard stations over the next three years. Funds are available in the Capital Project Fund (3994553 5396530) to fund up to two lifeguard stations this fiscal year.

The estimated quantities for any future contract years are unknown and not guaranteed. Pricing for work performed in any future contract years shall be based on the bid line items provided for the first contract year. For future contract years, prior to renewal of the contract, the awarded contractor may request a price increase by sending correspondence to the City documenting increases in costs compared to costs in the first year of the contract. Any increase in pricing shall not exceed documented cost increases and is subject to negotiations between the Contractor and the City.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve the ranking and award of RFP #22-21-PC for the Beach Lifeguard Stations 1-10, and authorize the City Manager to execute a contract with the highest ranked proposer, Roof Painting by Hartzell, Inc. aka Harzell Painting.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS #22-21-PC FOR BEACH LIFEGUARD STATIONS 1–10; AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE TOP RANKED, RESPONSIVE AND RESPONSIBLE PROPOSER ROOF PAINTING BY HARTZELL, INC. DBA HARTZELL PAINTING FOR THE SERVICES FOR A ONE YEAR TERM, WITH TWO ONE-YEAR RENEWALS, IN AN AMOUNT NOT TO EXCEED \$211,816.50 PER LIFEGUARD STATION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City is seeking a contractor to provide labor, materials, equipment, and incidentals for construction of Beach Lifeguard Stations 1 – 10 (the “Services”); and

WHEREAS, the City issued Request for Proposals No. 22-21-PC for Beach Lifeguard Stations 1–10 (the “RFP”); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun Sentinel on February 14, 2022, and the notice was also sent to 357 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, 14 firms viewed the RFP documents; and

WHEREAS, on April 19, 2022 at 2:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the “Division”) closed and unsealed the five proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, the evaluation committee independently reviewed and scored the five responsive proposals in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting; and

WHEREAS, the evaluation meeting was held on May 5, 2022, to score the proposals based on the weighted criteria stated in the RFP; and

WHEREAS, following the ranking, Roof Painting by Hartzell, Inc. dba Hartzell Painting (“Hartzell Painting”) and MBR Construction, Inc. were tied as the highest ranked proposers; and

WHEREAS, the evaluation committee was unanimous in their decision to conduct oral presentations with the top two ranked proposers; and

WHEREAS, following the presentations, the evaluation committee was unanimous in their decision to recommend award of the RFP to Hartzell Painting as the top ranked responsive and responsible proposer; and

WHEREAS, the evaluation committee recommends that the City Commission approve the award of the RFP to the top ranked, responsive and responsible proposer, Hartzell Painting, and authorize execution of an agreement with Hartzell Painting for a one-year term, with two one-year renewals in an amount not to exceed \$211,816.50 per lifeguard station (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the award of the RFP to Hartzell Painting for the Services.

Section 3. The City Manager is hereby authorized to execute the Agreement with Hartzell Painting for the Services in an amount not to exceed \$211,816.50 per lifeguard station, consistent with the terms of the RFP, 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 do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Memorandum

TO: Priscilla Cygielnik, Director of Environmental Services
FROM: Paul Collette, Buyer
THRU: Jeremin Worlds, Senior Buyer
DATE: May 17, 2022
RE: **Beach Lifeguard Stations 1 – 10, RFP #22-21-PC**

The Purchasing and Contract Administration Division issued a Request for Proposals for the Beach Lifeguard Stations 1 – 10, RFP #22-21-PC. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On February 14, 2022 the RFP was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to three hundred and fifty-seven (357) prospective Offerors via the e-Procurement Marketplace.
- Fourteen (14) vendors viewed the documents of the RFP.
- On February 22, 2022 at 1:00 p.m., a Non-Mandatory Pre-Proposal Conference was held in person and via Zoom.
- Four (4) Addendums were issued to make additions, deletions and changes to the RFP documents.
- The RFP closing date was extended to allow Offerors additional time to submit their responses due to the Addendum changes made to the RFP documents.
- On April 19, 2022 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed five (5) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the response met the RFP requirements.
- Subsequently, each member of the Evaluation Committee assigned by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures and the evaluation sheets.
- Each Evaluation Committee Member independently reviewed and scored the five (5) responsive proposals in accordance with the weighted criteria stated in the RFP prior to the initial public Evaluation Committee meeting held on May 5, 2022 at 2:00 p.m. EST.
- The Evaluation Committee consisted of: Hamid Nikvan, Assistant Director of Environmental Services; Jeffrey Brazil, Construction Project Manager; Mike Brown, Ocean Rescue Chief.

- The proposal was evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Price.	6
Qualifications and Experience of Principals and Staff.	5
Understanding of the Project and Work Tasks.	3
History and Past Performances of Similar Projects.	3
Project Schedule and Phasing.	2
Demonstration of Participation Plan, Completeness and Accuracy (if DBE participation is required).	1

- The proposals were scored and ranked (After Evaluation Committee Members Independent Review) as follows:

Ranking:	Hamid Nikvan	Jeffrey Brazil	Mike Brown	Total	Ranking
Roof Painting by Hartzell, Inc. AKA Hartzell Painting	151 / ²	142 / ²	181 / ¹	5	1
MBR Construction, Inc.	155 / ¹	153 / ¹	136 / ³	5	1
West Construction, Inc.	139 / ³	134 / ³	164 / ²	8	3
Walker Design & Construction, Inc.	135.45 / ⁴	122.85 / ⁴	114.45 / ⁴	12	4
Tadeos Engineering LLC	133.35 / ⁵	103.95 / ⁵	103.95 / ⁵	15	5

- Walker Design & Construction Company and Tadeos Engineering LLC both provided evidence for meeting the City of Deerfield Beach Disadvantage Business Enterprise Program stated in the RFP documents. As required per City Ordinance Section 38-130, the evaluation scores for Walker Design & Construction Company and Tadeos Engineering LLC were adjusted upward by five percent (5%). The adjusted evaluation scores are reflected in the above ranking table.
- Roof Painting by Hartzell, Inc. aka Hartzell Painting and MBR Construction, Inc. are both tied (Ranked 1 with 5 Total Points).
- After Evaluation Committee Discussion of the five (5) proposals, the scores were changed in the following ranking table.

- Evaluation Committee Ranking After Discussions (1st) as follows:

Ranking:	Hamid Nikvan	Jeffrey Brazil	Mike Brown	Total	Ranking
Roof Painting by Hartzell, Inc. AKA Hartzell Painting	151 / ²	140 / ²	176 / ¹	5	1
MBR Construction, Inc.	152 / ¹	155 / ¹	160 / ³	5	1
West Construction, Inc.	139 / ³	134 / ³	164 / ²	8	3
Walker Design & Construction, Inc.	135.45 / ⁴	122.85 / ⁴	114.45 / ⁴	12	4
Tadeos Engineering LLC	133.35 / ⁵	103.95 / ⁵	103.95 / ⁵	15	5

- Roof Painting by Hartzell, Inc. aka Hartzell Painting and MBR Construction, Inc. are both tied (Ranked 1 with 5 Total Points).
- After additional Evaluation Committee discussion, the scores were changed.
- Evaluation Committee Ranking After Discussions (2nd) as follows:

Ranking:	Hamid Nikvan	Jeffrey Brazil	Mike Brown	Total	Ranking
Roof Painting by Hartzell, Inc. AKA Hartzell Painting	151 / ²	140 / ²	176 / ¹	5	1
MBR Construction, Inc.	152 / ¹	155 / ¹	161 / ³	5	1
West Construction, Inc.	139 / ³	134 / ³	164 / ²	8	3
Walker Design & Construction, Inc.	135.45 / ⁴	122.85 / ⁴	114.45 / ⁴	12	4
Tadeos Engineering LLC	133.35 / ⁵	103.95 / ⁵	103.95 / ⁵	15	5

- Roof Painting by Hartzell, Inc. aka Hartzell Painting and MBR Construction, Inc. are both tied (Ranked 1 with 5 Total Points).
- Following the ranking, Hamid Nikvan made a motion to conduct Oral Presentations/Interviews with the top two (2) ranked Proposers, Roof Painting by Hartzell, Inc. Hartzell Painting and MBR Construction, Inc. in order to break the tie, within (2) two weeks at a date and time to be determined. This motion was seconded by Jeffrey Brazil. The Evaluation Committee was unanimous in their decision to conduct Oral Presentations/Interviews with the top two (2) ranked Proposers.
- On May 13, 2022, Oral Presentations/Interviews were conducted as follows:

PROPOSER	TIME
MBR Construction, Inc.	10:00 AM
Roof Painting by Hartzell, Inc. aka Hartzell Painting	10:45 AM

- On May 13, 2022 at 11:30 a.m. EST, following the Oral Presentations/Interviews an Evaluation Committee meeting was held. The Evaluation Committee were provided with their initial Evaluation Sheets (from the initial Evaluation Committee meeting) and the Final Evaluation Sheets (after Oral Presentations/Interviews) which was independently filled-out after their discussions.
- The proposals were evaluated based on the same weighted criteria as the initial Evaluation Committee meeting.
- The results of the final ranking (After Oral Presentations/Interviews) are as follows:

Ranking:	Hamid Nikvan	Jeffrey Brazil	Mike Brown	Total	Ranking
Roof Painting by Hartzell, Inc. AKA Hartzell Painting	160 / ¹	142 / ²	167 / ¹	4	1
MBR Construction, Inc.	158 / ²	147 / ¹	162 / ²	5	2

- Following the final ranking (after oral presentations), Hamid Nikvan made a motion to recommend to the City Commission, to approve the ranking and award, and negotiate a contract to the first ranked proposer Roof Painting by Hartzell, Inc. aka Hartzell Painting. This motion was seconded by Jeffrey Brazil. The Evaluation Committee was unanimous in their decision.
- Reference checks were conducted on Roof Painting by Hartzell, Inc. aka Hartzell Painting and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, the Evaluation Committee is recommending to the City Commission, to approve the ranking and award, and negotiate a contract with the first ranked proposer Roof Painting by Hartzell, Inc. aka Hartzell Painting.

Please use this memorandum and all attachments as your backup to the City Manager for the next available City Commission Meeting.

Att. Tabulation Sheets, Tabulation Summary, Scope of Work

1	Mobilization and Demobilization as per bid documents.						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Walker Design & Construction	1	Lump Sum		\$10,000.00	\$10,000.00	
	MBR Construction, Inc.	1	Lump Sum		\$13,326.00	\$13,326.00	
	Tadeos Engineering LLC	1	Lump Sum		\$20,000.00	\$20,000.00	
	West Construction Inc.	1	Lump Sum		\$25,000.00	\$25,000.00	
	Hartzell Painting	1	Lump Sum		\$61,000.00	\$61,000.00	

2	Maintenance of Traffic (MOT) as per bid documents.						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Hartzell Painting	1	Lump Sum		\$500.00	\$500.00	
	Walker Design & Construction	1	Lump Sum		\$1,500.00	\$1,500.00	
	MBR Construction, Inc.	1	Lump Sum		\$7,800.00	\$7,800.00	
	West Construction Inc.	1	Lump Sum		\$8,000.00	\$8,000.00	
	Tadeos Engineering LLC	1	Lump Sum		\$10,000.00	\$10,000.00	

3	Bonds and Insurances as per bid documents.						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Walker Design & Construction	1	Lump Sum		\$1,500.00	\$1,500.00	
	MBR Construction, Inc.	1	Lump Sum		\$4,124.00	\$4,124.00	
	Hartzell Painting	1	Lump Sum		\$4,558.50	\$4,558.50	
	Tadeos Engineering LLC	1	Lump Sum		\$10,000.00	\$10,000.00	
	West Construction Inc.	1	Lump Sum		\$21,956.00	\$21,956.00	

4	Permit Fees as per bid documents.						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Hartzell Painting	1	Lump Sum		\$4,708.00	\$4,708.00	
	MBR Construction, Inc.	1	Lump Sum		\$6,500.00	\$6,500.00	
	Walker Design & Construction	1	Lump Sum		\$6,500.00	\$6,500.00	
	Tadeos Engineering LLC	1	Lump Sum		\$10,000.00	\$10,000.00	
	West Construction Inc.	1	Lump Sum		\$17,334.00	\$17,334.00	

5	Demolition of one (1) Existing Beach Lifeguard Station as per bid documents.						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Hartzell Painting	1	Lump Sum		\$4,500.00	\$4,500.00	
	West Construction Inc.	1	Lump Sum		\$6,096.00	\$6,096.00	
	MBR Construction, Inc.	1	Lump Sum		\$7,878.00	\$7,878.00	
	Walker Design & Construction	1	Lump Sum		\$12,500.00	\$12,500.00	
	Tadeos Engineering LLC	1	Lump Sum		\$20,000.00	\$20,000.00	

6	Installation of one (1) New Beach Lifeguard Station as per bid documents.						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Hartzell Painting	1	Lump Sum		\$91,250.00	\$91,250.00	
	West Construction Inc.	1	Lump Sum		\$132,576.00	\$132,576.00	
	MBR Construction, Inc.	1	Lump Sum		\$150,171.00	\$150,171.00	
	Walker Design & Construction	1	Lump Sum		\$184,194.00	\$184,194.00	
	Tadeos Engineering LLC	1	Lump Sum		\$191,800.00	\$191,800.00	
7	Tie-in Survey / Form Board Survey / Topographic Survey as per bid documents.						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Hartzell Painting	1	Lump Sum		\$3,000.00	\$3,000.00	
	Walker Design & Construction	1	Lump Sum		\$3,500.00	\$3,500.00	
	West Construction Inc.	1	Lump Sum		\$4,500.00	\$4,500.00	
	MBR Construction, Inc.	1	Lump Sum		\$4,550.00	\$4,550.00	
	Tadeos Engineering LLC	1	Lump Sum		\$6,000.00	\$6,000.00	
8	Final Elevation Certificate as per bid documents.						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Hartzell Painting	1	Lump Sum		\$300.00	\$300.00	
	MBR Construction, Inc.	1	Lump Sum		\$1,300.00	\$1,300.00	
	Walker Design & Construction	1	Lump Sum		\$1,500.00	\$1,500.00	
	West Construction Inc.	1	Lump Sum		\$3,500.00	\$3,500.00	
	Tadeos Engineering LLC	1	Lump Sum		\$4,000.00	\$4,000.00	
9	Allowance.						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Hartzell Painting	1	Lump Sum		\$42,000.00	\$42,000.00	
	Tadeos Engineering LLC	1	Lump Sum		\$42,000.00	\$42,000.00	
	Walker Design & Construction	1	Lump Sum		\$42,000.00	\$42,000.00	
	MBR Construction, Inc.	1	Lump Sum		\$42,000.00	\$42,000.00	
	West Construction Inc.	1	Lump Sum		\$42,000.00	\$42,000.00	

Event Number	22-21-PC Addendum 4	Organization	City of Deerfield Beach
Event Title	Beach Lifeguard Stations 1 - 10	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting sealed bids for the purchase of beach lifeguard stations.	Event Owner	Paul Collette
Event Type	RFP	Email	pcollette@deerfield-beach.com
Issue Date	2/14/2022 11:17:27 AM (ET)	Phone	(954) 480-4418
Close Date	4/19/2022 02:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Hartzell Painting	Pompano Beach	FL	4/19/2022 12:45:53 PM (ET)	9	\$211,816.50
MBR Construction, Inc.	Ft. Lauderdale	FL	4/19/2022 11:05:15 AM (ET)	9	\$237,649.00
West Construction Inc.	Lantana	FL	4/19/2022 01:39:25 PM (ET)	9	\$260,962.00
Walker Design & Construction	West Palm Beach	FL	4/19/2022 11:18:54 AM (ET)	9	\$263,194.00
Tadeos Engineering LLC	Miami Lakes	FL	4/19/2022 11:41:36 AM (ET)	9	\$313,800.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

SECTION VI - SCOPE OF WORK

1. General

- a. The City of Deerfield Beach, Florida (the "City") is requesting the services of qualified vendor(s) to provide all labor, material, equipment, tools, supervision, insurances, bonds, permits, and incidentals for construction services for the Beach Lifeguard Stations 1 – 10, in accordance with the terms, conditions, technical specifications and drawings herein. This will be a "Term Contract".
- b. The initial work in the first year of the awarded contract shall be for at least one (1) Beach Lifeguard Station. The pricing submitted by Proposer in the Bid Line Items for the lifeguard stations for year one of the contract shall be firm for the first year of the contract. The City desires to replace up to 10 beach lifeguard stations over the next approximately three years, however, the estimated quantities for any future contract years are unknown and not guaranteed. Pricing for work performed in any future contract years shall be based on the bid line items provided for the first contract year. For future contract years, prior to renewal of the contract, Successful Proposer may request a price increase by sending correspondence to the City documenting Successful Proposer's increases in costs compared to Successful Proposer's costs in the first year of the contract listed in the bid line items. Any increase in pricing shall not exceed Successful Proposer's documented costs increases and is subject to negotiations between Successful Proposer and the City.

2. Technical Specifications and Drawings

Refer to: Exhibit I – Technical Specifications and Drawings.

3. Protection of Property

- a. The Contractor shall at all times guard against damage or loss to the City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's Project Manager or designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.
- b. The Contractor and its subcontractor(s) shall clean, repair, or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- c. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

4. Quality Assurance

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

5. Personnel

- a. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the

Contractors supervisory staff on-site or the managerial point of contact designated to the contract.

- b. The Contractors employees performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractors' personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- c. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the English language.
- d. Contractor's personnel shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

6. Contractor's Vehicles

Contractor's vehicles used on City projects shall be clean and presentable, in working condition, and identified with the name of the company and proper licensing.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet

File Number: I.D. 2020-261

Agenda Date: 2/18/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Presentation of renderings of proposed Lifeguard Tower appearance for Commission consensus.

Recommended Action

Motion on decision of Commission

Voting Requirement

Approval requires a 3/5 vote of the City Commission for adoption

Current Activity

Construction plans for the new Lifeguard Towers are under development by the architectural consultant. Color renderings of the proposed towers will be presented.

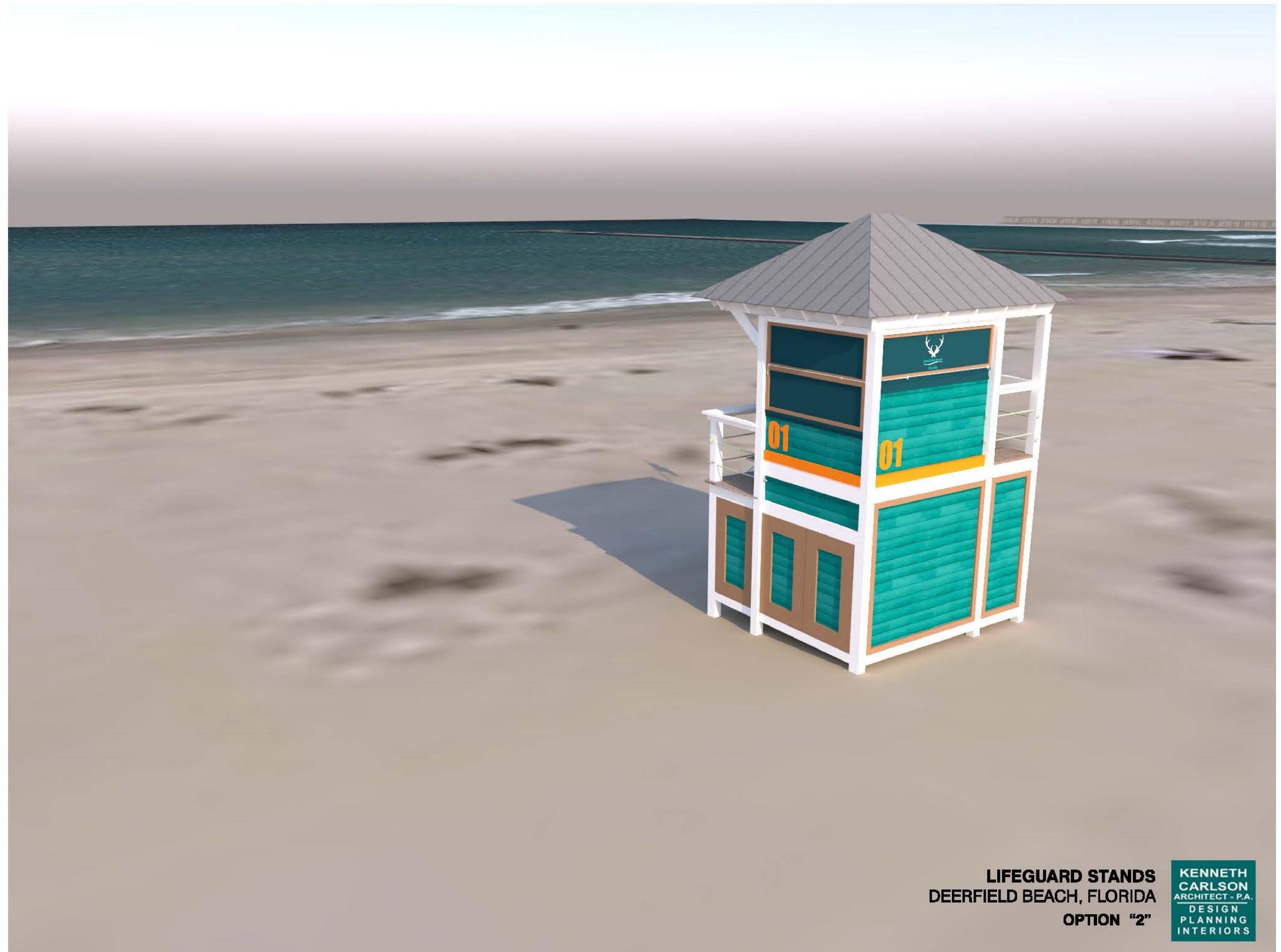
Recommendation

Request Commission approve and select a color scheme from two suggested options.



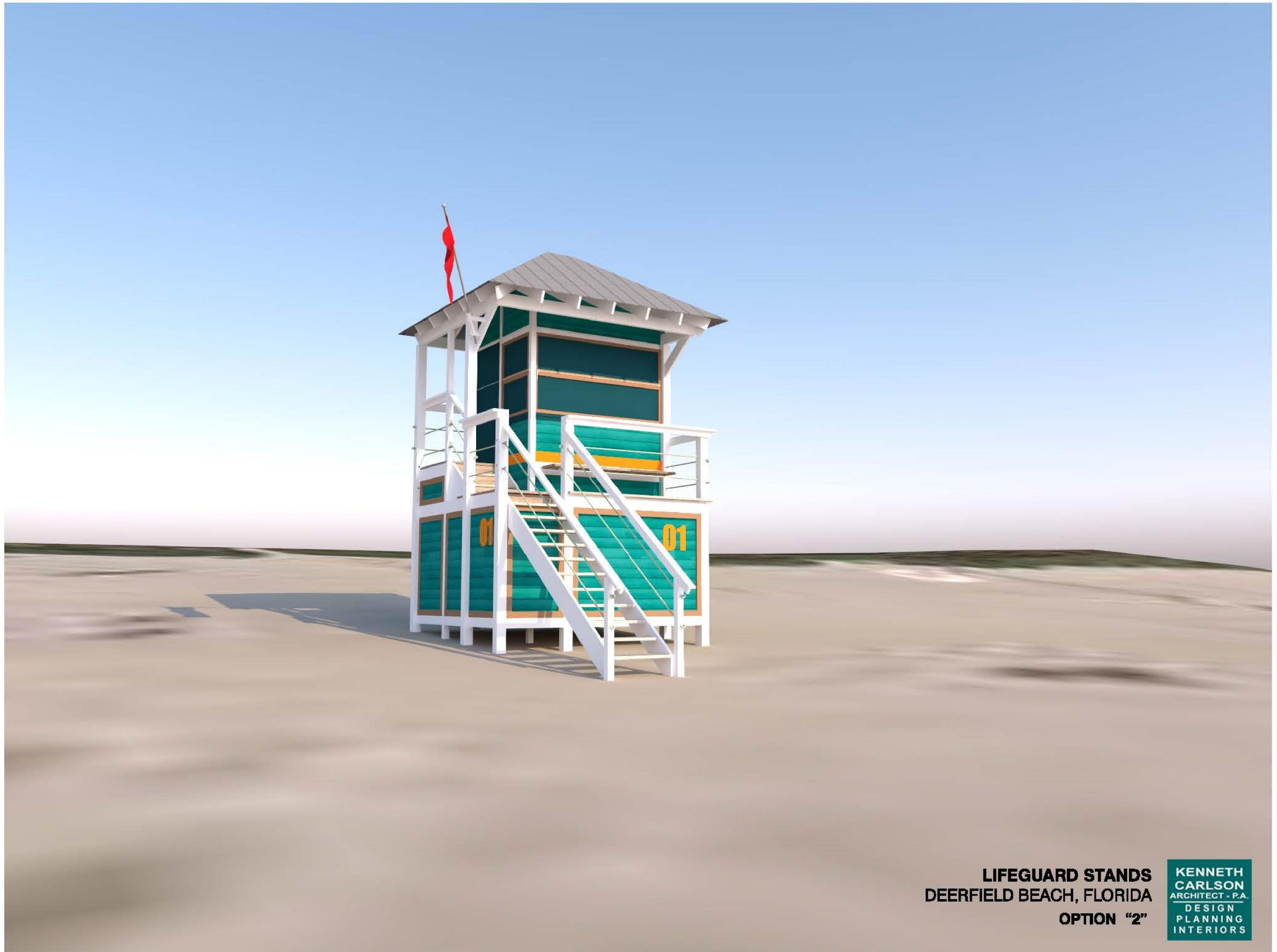
**LIFEGUARD STANDS
DEERFIELD BEACH, FLORIDA
OPTION "2"**

**KENNETH
CARLSON
ARCHITECT - P.A.
DESIGN
PLANNING
INTERIORS**



**LIFEGUARD STANDS
DEERFIELD BEACH, FLORIDA
OPTION "2"**





**LIFEGUARD STANDS
DEERFIELD BEACH, FLORIDA
OPTION "2"**





**LIFEGUARD STANDS
DEERFIELD BEACH, FLORIDA
OPTION "2"**

**KENNETH
CARLSON
ARCHITECT - P.A.**
DESIGN
PLANNING
INTERIORS



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1288

Agenda Date: 6/7/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Development Agreement with the Developer and Homeowners Association of the Peninsula Plat Development located on NE 9th Avenue/River Oak Lane; authorizing execution of the Development Agreement; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On August 15, 2000, the City Commission approved a new plat known as the PENINSULA PLAT, located at the end of NE 9th Avenue. The new plat would allow for a one-way private road and the creation of new single-family homes. Since then, two single family homes have been built. When building permits were submitted for two additional single family homes, City staff requested that improvements be made to the street in order for City services to be maintained. As the roadway is a one-way road approximately 16 feet in width, city waste vehicles cannot access the property. Therefore, the homeowners association will dedicate a location for a trash dumpster at the entrance to the roadway that residents must use. In addition, the Development Agreement and exhibit plans provide for new fire hydrant locations, a turning radius for emergency vehicles and a 35 ton weight capacity for the roadway. As improvements to the roadway are necessary, the developer will submit a letter of credit related to roadway construction in an amount equal to the cost of the roadway.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH THE DEVELOPER AND HOMEOWNERS ASSOCIATION OF THE PENINSULA PLAT DEVELOPMENT LOCATED ON NE 9TH AVENUE/RIVER OAK LANE; AUTHORIZING EXECUTION OF THE DEVELOPMENT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Privcap Peninsula Holding, LLC (“Developer”) is the predecessor in interest and construction manager on behalf of the current owners of approximately 1.2 acres of land, comprised of multiple contiguous parcels identified by the Broward County Property Appraiser as Folio Numbers 474331280010 (“Lot 1”), 474331280020 (“Lot 2”) and 474331100191 (“Lot 6”) located on NE 9th Avenue/River Oak Lane within the municipal boundaries of the City (collectively, the “Property”); and

WHEREAS, Developer’s successor in interest proposes to develop Lot 1 and Lot 2 of the Property with two residential dwelling units, landscaping, a private roadway, and site work (collectively, the “Project”); and

WHEREAS, there are two existing residential dwelling units adjacent to the Property identified by the County Property Appraiser as Folio Numbers 474331280030 (“Lot 3”) and 474331280040 (“Lot 4”) (collectively, the “Existing Homes”), and Developer’s successor in interest has expressed an interest in building an additional residential dwelling unit on Lot 6 of the Property at a later date (the “Future Home”); and

WHEREAS, Developer acknowledges that the Project, the Existing Homes, and the possible Future Home, if any, are part of the Peninsula Property Owners Association, Inc. (the “HOA”); and

WHEREAS, Chapter 5, Article IX, Subsection 5-182(c), Broward County Code of Ordinances, requires that access to traffic ways be designed to facilitate the safe and efficient movement of vehicles, and Section 98-17 of the City’s Land Development Code contains a similar requirement; and

WHEREAS, to facilitate the construction of the Project on the Property, Developer submitted building permit and engineering permit applications to the City for approval of construction of the Project; and

WHEREAS, in order to comply with the requirements of the County and City Codes, Developer wishes to impose a permanent exclusive restrictive covenant for the construction, maintenance, and repair of private roadways, as well as providing for ingress and egress of authorized vehicles to, from, and throughout the Property, on, over, and upon the portion of the Property and the adjacent private road for service, emergency, and utility vehicles, and current and future holders of any right, title, or interest in the Property, their successors and assigns; and

WHEREAS, the City, the Developer and the HOA have negotiated a development agreement, attached as Exhibit “1” (the “Development Agreement”), which memorializes the Developer’s and HOA’s obligations, including their respective successors in interest; and

WHEREAS, City Staff recommends that the City Commission approve, and authorize execution of, the Development Agreement, attached as Exhibit “1.”

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The Development Agreement, attached as Exhibit “1,” is hereby approved.

Section 3. The Mayor and the City Manager are authorized to execute the Development Agreement, attached as Exhibit “1,” 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 do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this ____ day of May, 2022 by and among the **City of Deerfield Beach** (the "City"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441, **Privcap Peninsula Holding, LLC** (the "Developer"), a Florida limited liability company, whose mailing address is 7200 W. Camino Real, Suite 200, Boca Raton, FL 33433, and **Peninsula Property Owners Association, Inc.**, (the "HOA"), a Florida not-for-profit corporation, whose address is c/o Adam Loeffler, President, 560 River Oak Lane, Deerfield Beach, FL 33441.

(Whenever used herein, the term "CITY" shall also include and collectively refer to City's respective successors in interest. Whenever used herein, the terms "Developer" and "HOA" shall also include and collectively refer to each party's respective heirs, legal representatives, assigns, and successors in title or interest.)

W I T N E S S E T H:

WHEREAS, Developer is the predecessor in interest and construction manager on behalf of the current owners of approximately 1.2 acres of land, comprised of multiple contiguous parcels identified by the Broward County ("County") Property Appraiser as Folio Numbers 474331280010 ("Lot 1"), 474331280020 ("Lot 2") and 474331100191 ("Lot 6") located on NE 9th Avenue/River Oak Lane within the municipal boundaries of the City of Deerfield Beach ("City") (collectively, the "Property"), as more particularly described in **Exhibit "A"** attached hereto; and

WHEREAS, Developer's successor in interest proposes to develop Lot 1 and Lot 2 of the Property with two residential dwelling units, landscaping, a private roadway, and site work (collectively, the "Project"); and

WHEREAS, there are two existing residential dwelling units adjacent to the Property identified by the County Property Appraiser as Folio Numbers 474331280030 ("Lot 3") and 474331280040 ("Lot 4") (collectively, the "Existing Homes"), and Developer's successor in interest has expressed an interest in building an additional residential dwelling unit on Lot 6 of the Property at a later date (the "Future Home"); and

WHEREAS, Developer acknowledges that the Project, the Existing Homes, and the possible Future Home, if any, are part of the HOA; and

WHEREAS, Chapter 5, Article IX, Subsection 5-182(c), County Code of Ordinances, requires that access to traffic ways be designed to facilitate the safe and efficient movement of vehicles; and

WHEREAS, the City of Deerfield Beach Land Development Code, Section 98-17, contains a similar requirement; and

WHEREAS, to facilitate the construction of the Project on the Property, Developer submitted building permit and engineering permit applications to the City for approval of construction of the Project (collectively, the “Applications”); and

WHEREAS, in order to comply with the requirements of the County and City Codes, Developer wishes to impose a permanent exclusive restrictive covenant for the construction, maintenance, and repair of private roadways, as well as providing for ingress and egress of authorized vehicles to, from, and throughout the Property, on, over, and upon the portion of the Property and the adjacent private road described in **Exhibit “B”** for service, emergency, and utility vehicles, and current and future holders of any right, title, or interest in the Property, their successors and assigns; and

WHEREAS, Developer and City are desirous of entering into this Agreement in connection with the Applications for the Project as may be amended from time to time; and

WHEREAS, this Agreement is for the expressed purpose of defining the responsibility, conditions, terms, restrictions, or other requirements determined to be necessary by the City.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained in this Agreement, the sufficiency and adequacy of which are hereby acknowledged by the parties hereto, the parties to this Agreement do hereby agree as follows:

1. Recitals. The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

2. Purpose. The purpose of this Agreement is to set forth the procedures, rights and obligations of the Parties with regard to the development of the Property consistent with the Comprehensive Land Use Plan and Code of Ordinances and to detail the requirements, commitments, and vested rights for developing the Property.

3. Authority. This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 166, Florida Statutes), and the City’s Charter.

4. Applications. Developer has submitted the Applications to the City in order to develop the Property with the Project. A copy of the proposed Engineering and Private Road Improvement Plan for the Project is attached hereto as **Exhibit “B”**.

5. Private Road Improvements. Developer, with the consent and approval of the HOA, agrees to construct the private road improvements as described in **Exhibit “B”** (the “Private Road”), including securing all necessary permits at Developer’s expense, prior to the issuance of any certificate of occupancy for the Project. The Private Road shall be constructed in compliance with all applicable construction standards contained in the “Minimum Standards Applicable to Public Rights-of-Way under Broward County Jurisdiction,” Chapter 25, Exhibit 25.A, Broward County Administrative Code, as the same may be amended and the City’s Code of Ordinances. The construction, maintenance, and repair of the private roads and roadways contained in **Exhibit “B”** shall be the sole responsibility of Developer, its successors, and assigns, and shall comply

with all applicable laws, regulations, codes, and construction standards. The entire Private Road, including turnaround area, new pavement and existing pavement, shall be designed and tested to meet a minimum 35 ton vehicle load capacity. The Private Road shall be subject to testing for satisfaction of such load capacity requirement as part of the engineering permit for the Private Road.

6. Letter of Credit. Prior to, and as a condition of, the issuance of a building permit for the Project, Developer shall provide to the City an irrevocable letter of credit (the “Letter of Credit” or “LOC”) to secure the Private Road construction in a form acceptable to the City in an amount equal to the cost of the construction of the Private Road.

7. Trash Collection. Developer agrees to restrict vehicular parking on the Private Road on the Property in order to ensure trash collection vehicles can safely circulate the site. Developer agrees to pay for and deliver all curbside carts and or solid waste and recycling containers necessary to adequately service the Property. The Department of Sustainable Management (the “Department”) has determined that units cannot be individually serviced based on the existing infrastructure. Accordingly, the Developer and Department have designated a mutually agreed upon area for placement of trash receptacles for those units, as depicted in the attached **Exhibit “C,”** for pick up by the Department. Developer, HOA, and HOA members, shall comply with the solid waste collection plan approved by the City and attached as Exhibit “C”, as may be amended from time to time upon written approval by the City. The design and construction, including any permits or modifications required to approve the development plans, as well as any containers associated with recycling or trash collection shall be at the expense of the HOA or Developer. Should the approved solid waste collection plan result in any change to the approved development plan, the Developer will be responsible for obtaining all permits, including any zoning approvals and modifications to the approved development plan. All costs for such permits and approvals shall be at the expense of the Developer.

8. Easements.

8.1 *Service and Emergency Vehicles Easement.* Developer, for itself and its successors and assigns, hereby declares and subjects that portion of the Property described in **Exhibit “B”** to an exclusive access covenant to the City, County and all authorized utilities for ingress and egress of vehicular and pedestrian traffic throughout the Property for the purpose of providing access to service and emergency vehicles, and for maintenance of public and semi-public utilities (the “Service and Emergency Vehicles Easement”). The purpose of this covenant is to comply with the condition of Project approval to provide a permanent access easement for service and emergency vehicles and for maintenance of public and semi-public utilities.

8.2 *Reciprocal Easements.* Developer, for itself and its successors and assigns, hereby declares and subjects that portion of the Property described in **Exhibit “B”** to an exclusive access covenant for ingress and egress of vehicular and pedestrian traffic throughout the Property for the benefit of the current and future holders of any right, title, or interest in or to the Property, and their successors and assigns, and for the benefit of the current and future holders of any right, title, or interest in or to the

Existing Homes which abut and share common access on the Private Road, and their successors and assigns (the “Reciprocal Easements”). The purpose of this covenant is to comply with the conditions of Project approval to provide a reciprocal easement for ingress and egress to all residents of the Project.

9. Emergency Vehicle Access and Response Plan. Developer, for itself and its successors and assigns, agrees to provide for emergency vehicle access and services as depicted in the emergency vehicle access and response plan (“EVARP”) attached as **Exhibit “D”**. In conjunction with the EVARP, Developer agrees to install signage prohibiting parking on the Private Road.

10. Declaration of Restrictive Covenants. In connection with approval of the Application, the Developer voluntarily agrees to place the following restrictions on the Property, which shall be included within the homeowners association documents of the HOA (the “Association Documents”):

10.1 Neither Developer nor its successors or assigns nor any owner of Lot 6 will apply for a setback variance that will deviate from the setback requirements set forth in the governing municipal code.

10.2 The Association Documents shall include the following indemnification language:

The Developer and the Association, and their successors and assigns agree to indemnify, hold harmless, and at the option of the City Attorney, defend or pay for an attorney selected by the City Attorney to defend the City, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney’s fees, court costs, and expenses, resulting from any alleged delay in emergency response services conducted in accordance with the EVARP contained in **Exhibit “D”** of the Development Agreement, including, without limitation, any and all claims, demands, or cases of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

10.3 The Association Documents shall include provisions acknowledging the Services and Emergency Vehicle Easement and the Reciprocal Easements granted to the City.

10.4 The Association Documents shall include provisions that prohibit parking along the Private Road by anyone, including but not limited to adjacent homeowners, and their guests and invitees, and that the parking prohibition is to be strictly enforced with any violation subject to towing. The Association Documents shall also provide for the HOA’s maintenance, and if necessary repair and replacement, of the no parking signs installed by Developer.

10.5 Developer agrees to include provisions within the Association Documents to restrict placement of trash receptacles in a manner consistent with the City’s waste collection guidelines and the approved solid waste collection plan. The Association

Documents shall also include that any missed pickups due to inability to service will result in a return service charge for all containers that were not serviceable.

- 10.6 The Association Documents shall include provisions requiring the HOA to maintain and repair the Private Road as necessary to comply with the applicable codes and standards.

Developer agrees to furnish a copy of the final recorded Association Documents to the City to demonstrate compliance with the aforementioned conditions prior to issuance of the first building permit for the Project. Developer agrees to record these restrictions in the Public Records of Broward County, Florida prior to issuance of the first building permit for the Project.

11. County Declaration. Developer, for itself and its successors and assigns, and HOA, hereby acknowledge and agree that the City has the standing and authority to enforce the Declaration of Restrictive Covenants for Private Paved Roadways and Access that Developer executed in order to satisfy County approval requirements.

12. Indemnification. Developer, its successors and assigns, and HOA, and its successors and assigns, shall at all times hereafter indemnify, hold harmless, and at the option of the City Attorney, defend or pay for an attorney selected by the City Attorney to defend the City, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, resulting from the use or maintenance of the roads and roadways contained in **Exhibit "B,"** including, without limitation, any and all claims, demands, or cases of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

13. Effective Covenants; Enforcement. The provisions and obligations of this Agreement shall run with the land and shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest of the parties to this Agreement. Failure to comply with any provision of this Agreement, including but not limited to the trash collection plan, the EVARP, and the Private Road requirements, may result in City code enforcement action, and/or other legally available enforcement action, against each of the lots included within the HOA.

14. Recording. This Agreement shall be recorded in the Public Records of Broward County by Developer within fourteen (14) days after execution by the Parties. Prior to issuance of any building permit or engineering permit for the Project, Developer agrees to furnish a recorded copy of this Agreement to the City.

15. Miscellaneous.

- 15.1 *Entire Agreement.* This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

- 15.2 *Modification.* No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by the parties hereto, or their respective successors in interest, and is in compliance with Section 163.3225, Florida Statutes.
- 15.3 *Pronouns.* All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identity of the party or parties, personal representatives, successor or assigns may require.
- 15.4 *Severability.* The invalidity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement.
- 15.5 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one in the same instrument.
- 15.6 *Governing Law.* This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida.
- 15.7 *Binding Effect.* The obligations imposed pursuant to this Agreement upon Developer and/or upon the Property run with and bind the Property as covenants running with the Property and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns.
- 15.8 *Authority to Bind.* By execution of this Agreement, Privcap Peninsula Holding, LLC acknowledges and represents to the City that it has the full authority to bind the Developer, including its successors and assigns, including but not limited to the HOA and its members. Developer acknowledges that this City is relying on this representation in executing this Agreement.

DEVELOPMENT AGREEMENT

CITY:

Bill Ganz, Mayor

WITNESS – PRINT NAME

Date:

David Santucci, City Manager

WITNESS – PRINT NAME

Date:

ATTEST:

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

Samantha Gillyard
City Clerk

Anthony Soroka, City Attorney

Date:

Date:

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of ____, of 20____, by Bill Ganz, as Mayor of the City of Deerfield Beach, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2022.

Notary Public, State of Florida

My Commission Expires:

Typed, printed or stamped name of Notary
Public

[illegible]

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, of 20_____, by David Santucci, as City Manager of the City of Deerfield Beach, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2022.

Notary Public, State of Florida

My Commission Expires:

Typed, printed or stamped name of Notary
Public

DEVELOPER:

By:

WITNESSES:

Francesca Barzini
Print name: Francesca Barzini

Christopher Drouillard
Print name: Christopher Drouillard

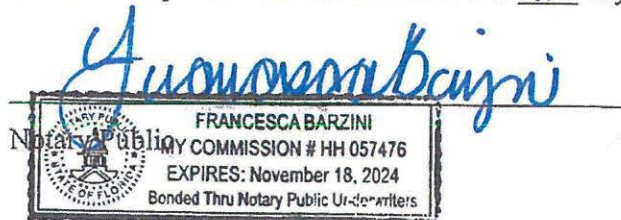
By: Daniel Cohen
Print Name: Daniel Cohen
Title: Auth. Rep.

11th day of May, 2022

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)
 Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11 day of May, of 20 22, by Daniel Cohen the Authorized Rep of DEVELOPER, freely and voluntarily under authority duly vested in him/her by said company. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of May, 2022.



Typed, printed or stamped name of Notary Public

My Commission Expires:

HOA:

By: Peninsula Property Owners
Association, Inc

WITNESSES:

Laura Seidman

Print name: Laura Seidman

Michael R. Brennan

Print name: Michael R. Brennan

By: [Signature]

Print Name: Adam Leeth

Title: president

6 day of May, 2022

STATE OF FLORIDA)

) SS:

COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 6 day of May of 2022, by Adam, the President of Peninsula Property Owners Assn of DEVELOPER, freely and voluntarily under authority duly vested in him/her by said company. He/She is personally known to me or who has produced License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 6 day of May, 2022.

Gina LeCompte

Notary Public



Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT LIST

Exhibit “A” - Lot “1”, Lot “2” and Lot “6” Descriptions

Exhibit “B” - Engineering and Private Road Improvement Plan

Exhibit “C” - Trash Collection Plan

Exhibit “D” - Emergency Vehicle Access and Response Plan

FLOOD ZONE X / AH-7 / AE-5
MAP DATE 08/18/14
MAP NUMBER 125101 0179



NUMBER	DELTA	CHORD BEARING	RADIUS	ARC	LC
C1	0325°18"	S.29°18'24"E	124.00	7.41	7.40
C2	116°01'08"	S.30°59'51"W	18.00	36.45	30.53
C3	70°00'00"	S.54°00'05"W	62.00	75.75	71.12
C4	13°50'37"	N.20°05'44"W	56.00	13.53	13.50
C5	37°40'43"	N.70°09'43"E	24.00	15.78	15.50
C6	93°12'59"	N.42°23'35"E	58.00	91.11	81.39
C7	32°19'17"	N.35°09'43"E	24.00	13.54	13.36

SKETCHES OF NOTES AS INDICATED ON SKETCH.

1. BASIC OF MEASUREMENTS BY GLENN.

2. LOCATION DESCRIPTION OF THE CONTROL POINT BY SKETCH.

3. THE LANDS SHOWN HEREIN WERE NOT OBSERVED BY THIS OFFICE FOR EVIDENCE, RIGHT-OF-WAY, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.

4. UNDERGROUND OR INTERIOR PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS, ETC., NOT SHOWN.

5. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1989 UNLESS OTHERWISE NOTED.

6. THE FENCE LINE OF THE CENTER-LINE OF FENCE, WALL TIES ARE TO THE FACE OF WALL.

7. THE DISTANCES GRAPHIC REPRESENTATIONS HAVE BEEN ENLARGED TO MORE CLEARLY ILLUSTRATE THE CONTROL, THE LOCATION OF THE CONTROL POINTS AND THE DISTANCES THEREFROM.

8. THE DIMENSIONS AND DIRECTIONS SHOWN HEREIN ARE IN SUBSTANTIAL AGREEMENT WITH RECORD VOLUMES UNLESS OTHERWISE NOTED.

9. THE SCALE OF THIS SKETCH IS 1" = 40' OR 0.7" = 10' UNLESS OTHERWISE NOTED.

10. CORNER OR PLANE OF EVIDENCE OR WITNESS PROPERTY CORNERS.

11. OBSTRUCTED CORNERS ARE WITNESSED BY IMPROVEMENTS.

12. NOT ATTEMPT WAS MADE TO LOCATE WRITTEN OR UNWRITTEN EVIDENCE OR WITNESS PROPERTY CORNERS.

ABBREVIATIONS

BC BUILDING CORNER
BW BACK OF WALK
IN OFFICE
M MEASURED
N.T.S. NOT TO SCALE
OP OPEN PORCH
ORB OFFICIAL RECORDS BOOK
PC POINT OF CURVATURE
P.C. POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PA PLAT
PRC POINT OF REVERSE CURVE
PRM PERMANENT REFERENCE MONUMENT
P/F FENCE
T/T TANGENCY
E/F END OF FENCE
U/P UNDERPASS
W/F WATER
F/C FENCE LINE
F/L FENCE LINE
IP FOUND FROM PIPE
FR FOUND FROM ROD
FN FOUND NAIL
HND FOUND NAIL & DISC
FMAL FLUORESC POWER AND LIGHT
RCD RECORD
RD ROAD
SNAD SET NAIL & DISC # 5495
SS SHEETED PAPER
SPAC SPILLER FOR CAP # 5495

LEGEND			
CABLE JUNCTION BOX	CATCH BASIN	CLEAN OUT	CONTROL VALVE
ELECTRIC SERVICE	FIRE HYDRANT	FLAG PKG.	GUY ANCHOR
MANHOLE	POOL EQUIPMENT	POWER/LIGHT POLE	SPRINKLER SYSTEM
WATER METER	WATER VALVE	WELL	
	BRICK PAVERS	CENTERLINE	CONCRETE/CHAT
	CONCRETE WALL	ELEVATION	METAL FENCE
	OVERHEAD WIRES	WOOD DECK/DOOR	WOOD FENCE
	ABSORPTION CHF.		
			CORNER NOT FOUND

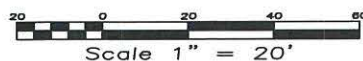


Exhibit "A"

LEGAL DESCRIPTION
LOT 2, OF PENINSULA, ACCORDING TO THE PLAT THEREOF, AS RECORDED
IN PLAT BOOK 171, PAGES 98 AND 99, OF THE PUBLIC RECORDS OF
BROWARD COUNTY, FLORIDA.
(LESS ROADWAY EASEMENT DESCRIBED IN O.R. BOOK 677, PG. 621.)

CERTIFIED TO:
PRIVACAR PENINSULA HOLDINGS LLC

PROPERTY ADDRESS
540 RIVER OAK LANE
DEERFIELD BEACH, FL 33443

BOUNDARY SURVEY
INVOICE # 4187441
SURVEY DATE 07/18/19
UPDATED SURVEY DATE 01/04/19

FLOOD ZONE AE-5
MAP DATE 08/18/14
MAP NUMBER 125101 0179

TREE TABLE		
NUMBER	TYPE	SIZE
#1	SABAL PALM	10"
#2	OK	14"
#3	OK	12"
#4	ARALIA PALM	30"
#5	SABAL PALM	8"
#6	SABAL PALM	7"
#7	SABAL PALM	9"
#8	SABAL PALM	8"
#9	SABAL PALM	10"
#10	SABAL PALM	9"
#11	SABAL PALM	10"
#12	SABAL PALM	9"
#13	OK	12"
#14	SABAL PALM	9"
#15	SABAL PALM	10"
#16	SABAL PALM	8"
#17	SABAL PALM	10"
#18	SABAL PALM	10"
#19	SABAL PALM	12"
#20	SABAL PALM	10"
#21	OK	18"
#22	OK	12"
#23	SABAL PALM	10"
#24	SABAL PALM	10"
#25	SABAL PALM	9"
#26	SABAL PALM	9"
#27	SABAL PALM	9"
#28	SABAL PALM	9"
#29	SABAL PALM	10"
#30	SABAL PALM	9"
#31	SABAL PALM	9"
#32	SABAL PALM	10"
#33	SABAL PALM	9"
#34	SABAL PALM	10"
#35	SABAL PALM	9"
#36	SABAL PALM	10"
#37	SABAL PALM	10"
#38	SABAL PALM	10"
#39	SABAL PALM	10"
#40	SABAL PALM	10"
#41	SABAL PALM	14"
#42	SABAL PALM	10"
#43	OK	14"
#44	SABAL PALM	10"
#45	SABAL PALM	10"
#46	SABAL PALM	10"
#47	SABAL PALM	8"
#48	ARALIA PALM	42"
#49	SABAL PALM	12"
#50	SABAL PALM	10"
#51	OK	8"
#52	OK	4"
#53	SABAL PALM	8"
#54	OK	10"
#55	OK	9"
#56	SABAL PALM	10"
#57	SABAL PALM	10"
#58	ARALIA PALM	20"
#59	SABAL PALM	8"
#60	SABAL PALM	8"
#61	SABAL PALM	9"
#62	SABAL PALM	10"
#63	SABAL PALM	10"
#64	SABAL PALM	10"
#65	SABAL PALM	8"
#66	SABAL PALM	9"

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N.03°18'55"W.	100.08'
L2	N.89°00'05"E.	117.04'
L3	S.17°00'07"E.	18.03'
L4	S.89°00'05"W.	128.23'
L5	N.89°00'05"E.	3.15'
L6	S.20°54'54"E.	11.51'
L7	S.14°43'48"E.	12.54'
L8	S.21°48'07"E.	6.84'
L9	S.18°05'09"E.	20.45'
L10	S.11°42'13"E.	39.89'
L11	S.18°03'28"E.	12.30'
L12	S.89°00'05"W.	13.04'
L13	N.27°01'03"E.	11.04'
L14	N.17°00'07"W.	5.13'

CURVE TABLE			
NUMBER	DELTA	CHORD BEARING	RADIUS
C1	25°24'28"	S.04°17'50"E.	38.00'
C2	32°00'03"	S.07°30'43"E.	124.00'
C3	35°25'22"	N.09°18'22"W.	86.00'
C4	25°24'28"	N.04°17'54"W.	76.00'

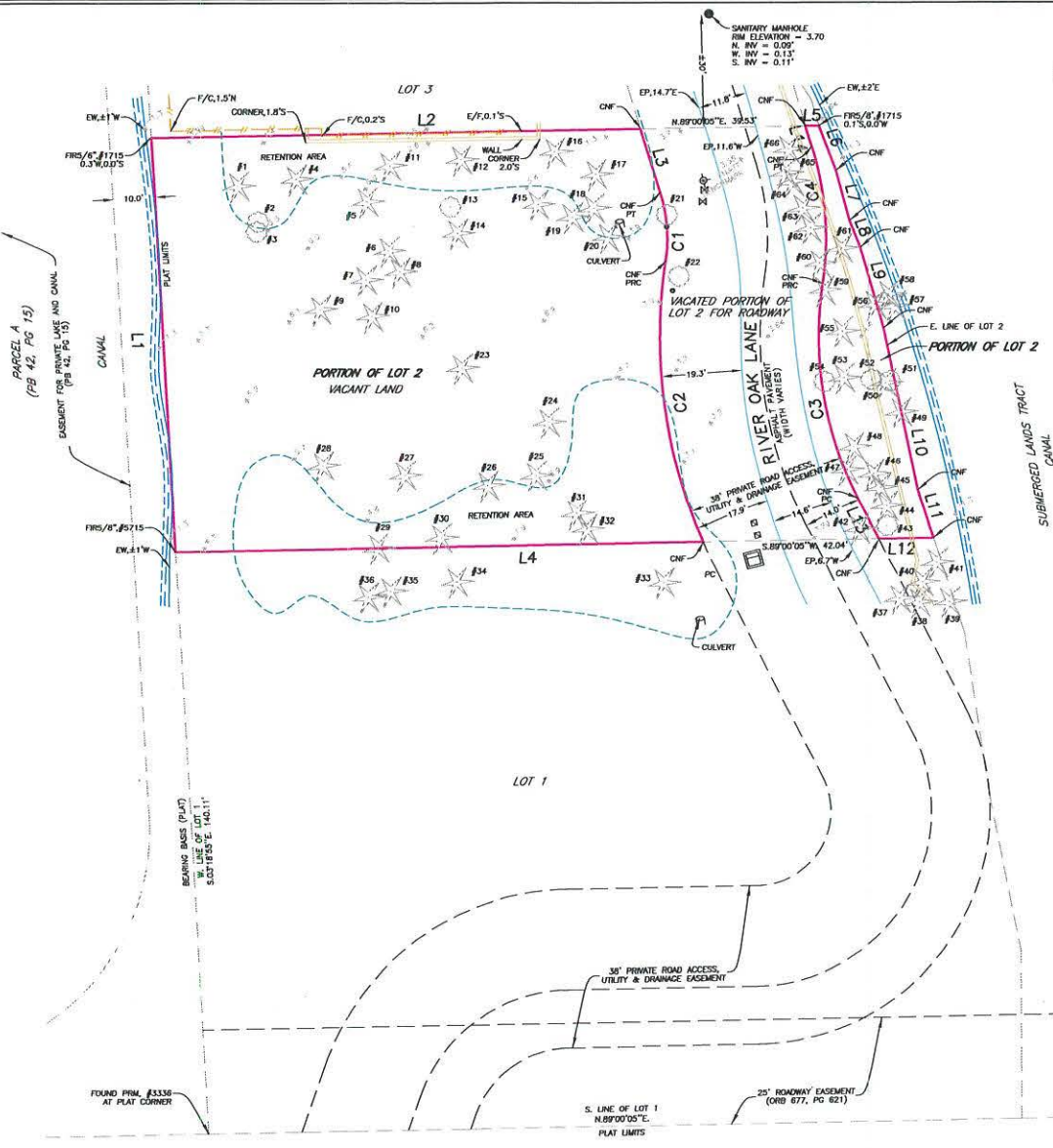
SURVEYOR'S NOTES
1. BASIS OF BEARINGS AS INDICATED ON SKETCH.
2. LEGAL DESCRIPTION PROVIDED BY CLIENT.
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
4. UNDERGROUND OR INTERIOR PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS OR OTHER NON-VISIBLE IMPROVEMENTS WERE NOT LOCATED.
5. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 UNLESS OTHERWISE SHOWN.
6. FENCE TIES ARE TO THE CENTER-LINE OF FENCE. WALL TIES ARE TO THE FACE OF WALL.
7. IN SOME INSTANCES GRAPHIC REPRESENTATIONS HAVE BEEN ENLARGED TO MORE CLEARLY ILLUSTRATE THE LOCATION OF THE IMPROVEMENTS OVER SCALED FOOTINGS.
8. THE DIMENSIONS AND DIRECTIONS SHOWN HEREON ARE IN SUBSTANTIAL AGREEMENT WITH RECORD WALLS UNLESS OTHERWISE NOTED.
9. PARTY WALLS ARE CENTERED ON PROPERTY LINE AND ARE 0.7' WIDE UNLESS OTHERWISE NOTED.
10. EXISTING CORNERS FOUND OFF WITNESS PROPERTY CORNERS.
11. DESTROYED CORNERS ARE WITNESSED BY IMPROVEMENTS.
12. NO ATTEMPT WAS MADE TO LOCATE WRITTEN OR UNWRITTEN EASEMENTS OR RIGHTS-OF-WAY, OTHER THAN THOSE SHOWN HEREON.

ABBREVIATIONS
BC BUILDING CORNER
BW BACK OF WALK
CALCULATED
M MEASURED
N.T.S. NOT TO SCALE
OPR OFFICIAL RECORD BOOK
PC POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PDC POINT OF REVERSE CURVE
PRM PERMANENT REFERENCE MONUMENT
POT POINT OF TANGENCY
E/F EDGE OF FENCE
E/F EDGE OF PAVEMENT
E/F EDGE OF WATER
FV FENCE VALVE
FV FOUND IRON PIPE
FV FOUND IRON ROD
FV FOUND NAIL & DISC
FV FLORIDA POWER AND LIGHT RECORD
RAD RADIAL
SET SET NAIL & DISC # 5495
SPAC SCHEDULED PORCH
SET 1/2" PIN & CAP # 5495

LEGEND
BRICK PAVERS
CABLE JUNCTION BOX
CATCH BASIN
CLEAN OUT
CONTROL VALVE
ELECTRIC SERVICE
FIRE HYDRANT
FIRE PAD
GUY ANCHOR
MANHOLE
POOL EQUIPMENT
POWER/FLIGHT POLE
SPRINKLER SYSTEM
WATER METER
WATER VALVE
WELL
CORNER NOT FOUND

ATLANTIC COAST SURVEYING
PAUL J. STOWELL
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5241
ATLANTIC COAST SURVEYING, INC.
8129 STIRLING RD SUITE 2 DAVE, FLORIDA 33314
OFFICE: 954.587.2100 FAX: 954.587.5418

Scale 1" = 20'



LEGAL DESCRIPTION:

LOT 6, IN BLOCK 4, LESS THE SOUTH 100 FEET THEREOF, OF HILLSBORO HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 38 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH A PORTION OF PARCEL "A", OF TWIN OAKS FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A", THENCE NORTH 43°41'33" WEST, A DISTANCE OF 100.34 FEET; THENCE SOUTH 10°29'02" EAST, ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 55.00 FEET; THENCE SOUTH 00°13'18" WEST, ALONG SAID WEST LINE OF PARCEL "A", A DISTANCE OF 19.50 FEET; THENCE NORTH 89°00'05" EAST, ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 59.39 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH A PORTION OF LOTS 18 & 18A, OF TWIN OAKS FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 18, THENCE EASTERLY 131.78 FEET TO THE POINT OF BEGINNING, THENCE NORTHERLY 100.43, THENCE NORTHEASTERLY 55 FEET, THENCE SOUTHEASTERLY 55 FEET, THENCE SOUTHERLY 100.37 FEET, THENCE, WESTERLY 18.22 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE RIGHT TO USE PARCEL AS ACCESS TO INSURED PARCEL, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10, THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 420.00 FEET AND A CENTRAL ANGLE OF 10°25'41", AN ARC DISTANCE OF 10.47 FEET TO A POINT OF CURVE, THENCE SOUTH 05°30'03" EAST, A DISTANCE OF 3.46 FEET TO A POINT ON A CURVE, THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE SOUTHWEST HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 7.41 FEET TO THE POINT OF BEGINNING.

CERTIFIED TO:
DOUGLAS HALPERIN

COMMUNITY NUMBER: 125101
PANEL: 0179 SUFFIX: H
FLOOD ZONE: X/AH/AE
FIELD WORK: 3-4-2019

PROPERTY ADDRESS:
508 NORTHEAST 8TH AVENUE
DEERFIELD BEACH, FL 33441

SURVEY NUMBER: 358458

ABBREVIATION DESCRIPTION:

A/C AIR CONDITIONER
C CENTERLINE
Δ CENTRAL / DELTA ANGLE
I.D. IDENTIFICATION
L LENGTH
LB LICENSED BUSINESS
N.A.V.D. NORTH AMERICAN VERTICAL DATUM
N.G.V.D. NATIONAL GEODETIC VERTICAL DATUM
O.H. OVERHEAD UTILITIES
P.C. POINT OF CURVATURE
P.C.C. POINT OF COMPOUND CURVE
P-K PARKER KYLON NAIL
P.R.C. POINT OF REVERSE CURVE
PSM PROFESSIONAL SURVEYOR MAPPER
P.T. POINT OF TANGENCY
R RADIAL / RADIUS
R/W RIGHT OF WAY

SYMBOL DESCRIPTIONS:

= CATCH BASIN
 = CENTERLINE ROAD
 = COVERED AREA
 = EXISTING ELEVATION
 = HYDRANT
 = MANHOLE
 = METAL FENCE
 = MISC. FENCE
 = PROPERTY CORNER
 = UTILITY BOX
 = UTILITY POLE
 = WATER METER
 = WELL
 = WOOD FENCE

SURVEY NOTES

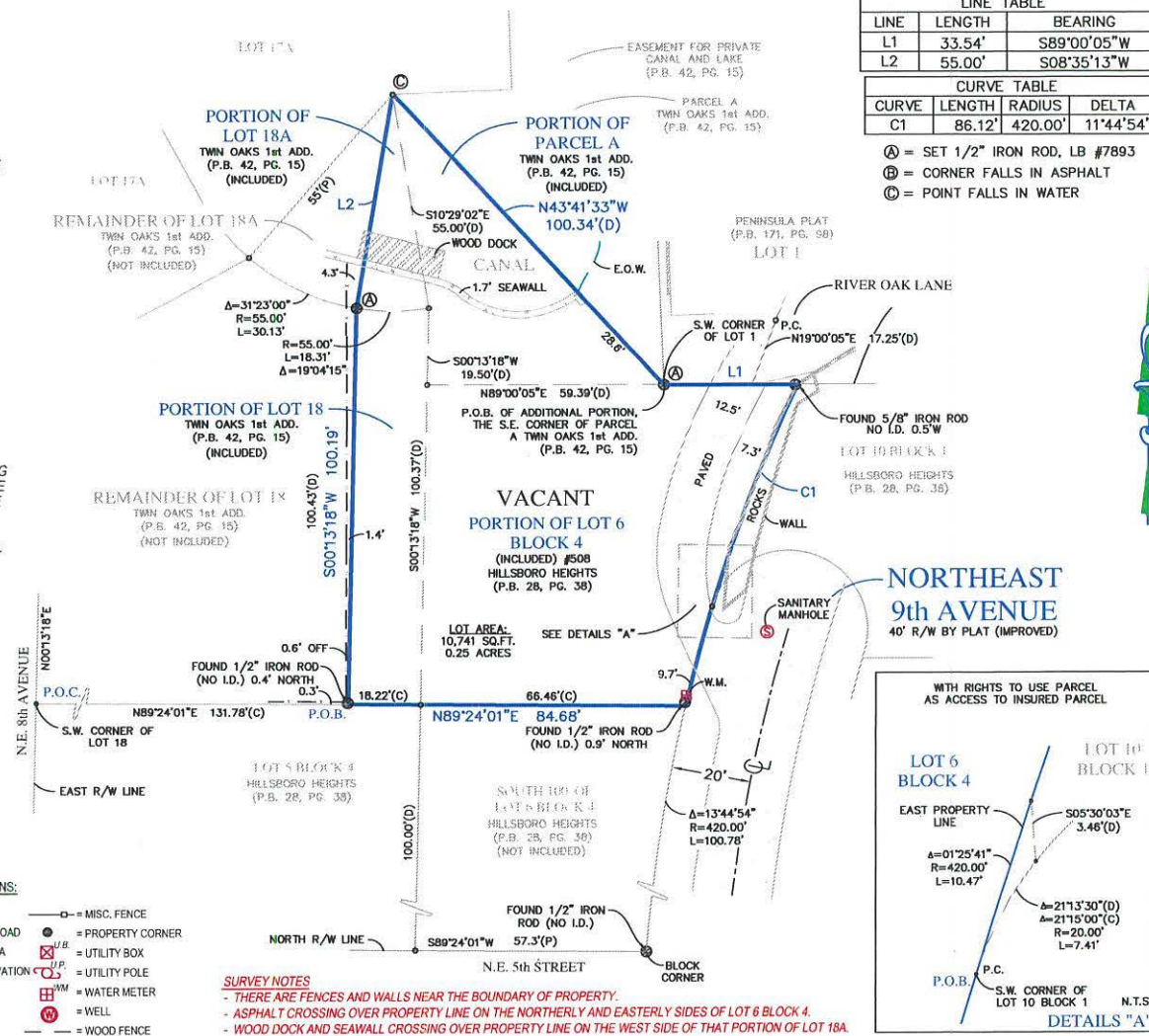
- THERE ARE FENCES AND WALLS NEAR THE BOUNDARY OF PROPERTY.
- ASPHALT CROSSING OVER PROPERTY LINE ON THE NORTHERLY AND EASTERLY SIDES OF LOT 6 BLOCK 4.
- WOOD DOCK AND SEAWALL CROSSING OVER PROPERTY LINE ON THE WEST SIDE OF THAT PORTION OF LOT 18A.

GENERAL NOTES:

- LEGAL DESCRIPTION PROVIDED BY OTHERS.
- THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
- UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
- WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
- ONLY VISIBLE ENCROACHMENTS ARE LOCATED.

BOUNDARY SURVEY

PAGE 1 OF 1



SERVING FLORIDA
 LB #7893
 6250 N. MILITARY TRAIL, SUITE 102
 WEST PALM BEACH, FL 33407
 PHONE (561) 640-4800
 STATEWIDE PHONE (800) 226-4807
 STATEWIDE FACSIMILE (800) 741-0576
 WEBSITE: <http://targetsurveying.net>

TARGET SURVEYING, LLC

SURVEYORS CERTIFICATE:
 I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE
 AND CORRECT REPRESENTATION OF A SURVEY PREPARED
 UNDER MY DIRECTION, NOT VALID WITHOUT A RAISED
 EMBOSSED SEAL AND SIGNATURE.

(SIGNED)
 KENNETH J. OSBORNE
 PROFESSIONAL SURVEYOR AND MAPPER #6415

REVISIONS:

Exhibit "C"

Peninsula Plat Solid Waste Plan

Peninsula Property Owners Association, Inc. (Association) shall be responsible for furnishing and maintaining a trash enclosure as depicted on Exhibit "C" and suitable to allow for the City to render collection services.

The City will provide a waste receptacle to be serviced by the City at a size and service level appropriate to meet the needs of the Association.

The Association is responsible for the construction, maintenance, upkeep and repairs of the trash enclosure as well as any modifications that may be required for the City to service the receptacle or Association.

The Association shall provide a single point of contact that will be responsible for the payment of solid waste fees, coordinating any solid waste related needs with the City and any other items associated with the collection of solid waste, recycling or bulk materials by the City.

All materials (garbage, recycling and bulk) shall be placed inside the City provided receptacle in a manner to allow for the container to close and to not exceed the top lip of the container.

Any debris placed within the enclosure or any other location other than the City provided receptacle and areas depicted in Exhibit "C" will not be collected by the City.

The City will bill monthly with one bill for the service to the appropriate Association designated contact with payment due net 30 days from receipt.

Hazardous waste, liquid waste, car parts, hot coals from a barbeque, and construction debris are NOT to be placed in City provided receptacle.

Per City ordinance, all debris generated by private contractor or landscaper shall be removed from the property and properly disposed by the vendor.

Any violations of the above may result in additional fees or fines as applicable.

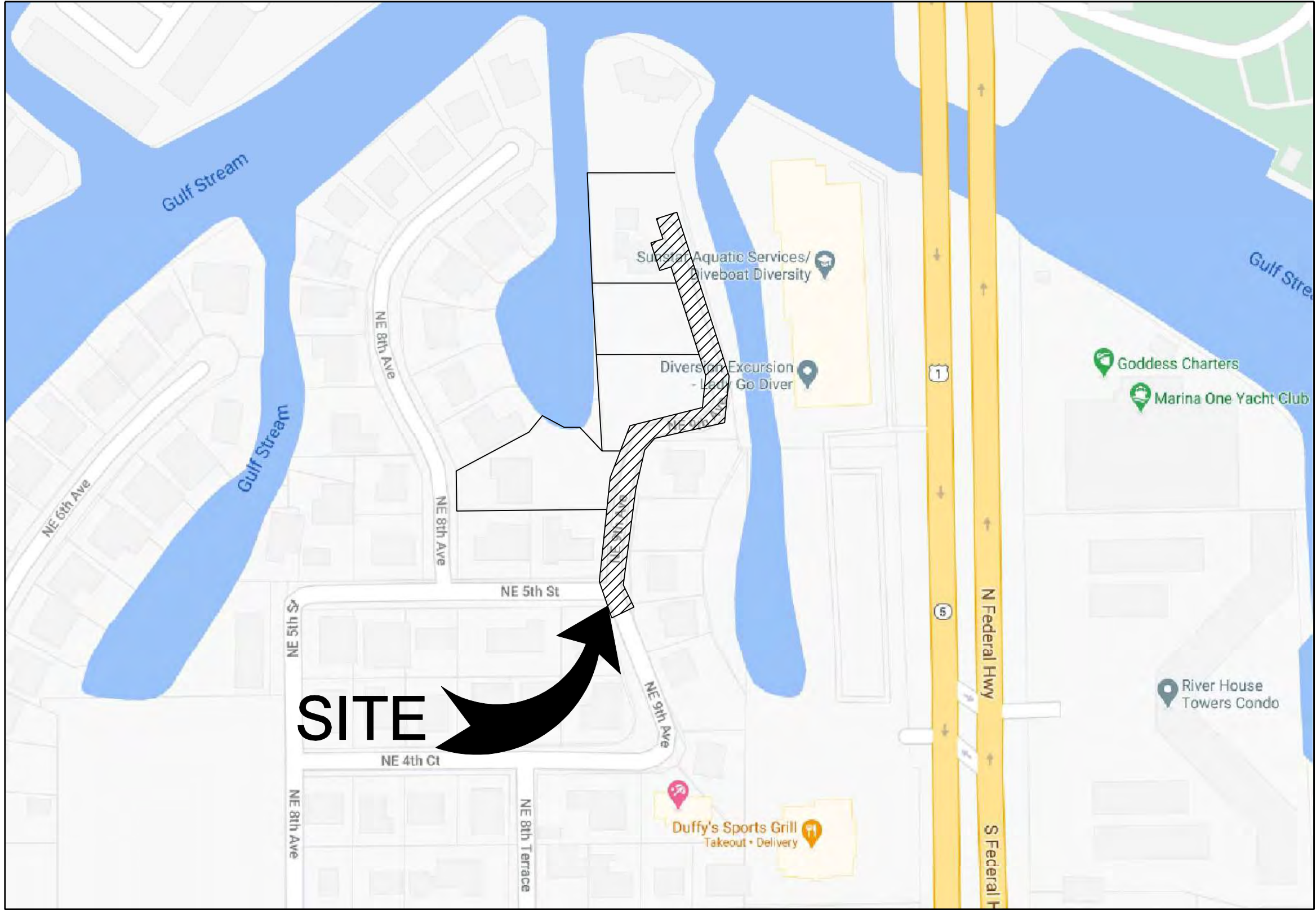
Residents with questions may call the City at 954-480-4391 for assistance.

PENINSULA

DEERFIELD BEACH, FLORIDA

PAVING, GRADING AND DRAINAGE IMPROVEMENTS PLAN

Exhibits B and D



LOCATION MAP

SEC. 31, TWN. 47S, RGE. 43E
N.T.S.

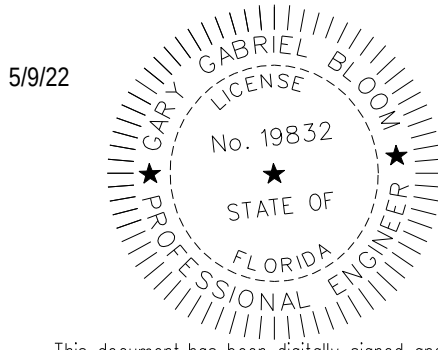
SHEET NO.
000
1 & 2
DEMO
PGD1 & PGD-2
D1
FIRE
NOT
SW01 – SW03

TITLE
COVER SHEET
SURVEY
PGD DEMOLITION PLAN
PGD PLANS AND PROFILE
DUMPSTER ACCESS PLAN
FIRE TRUCK ACCESS PLAN
GENERAL NOTES AND DETAILS
STORM WATER POLLUTION
PREVENTION PLANS & DETAILS

NOTE:
ALL EXISTING AND PROPOSED
ELEVATIONS REFER TO NAVD-88 DATUM.

PLANS ARE NOT
FOR CONSTRUCTION
UNLESS STAMPED:
"FOR CONSTRUCTION"

 **GGB Engineering, Inc.**
3109 Stirling Road, Suite 201 • Fort Lauderdale, Florida 33312
Ph: (954) 986-9899 • Fax: (954) 986-6655
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
• CONSTRUCTION MANAGERS



This document has been digitally signed and sealed
by Gary G. Bloom, P.E. On the date adjacent to the seal.
Printed copies of this document are not considered signed and
sealed and the signature must be verified on any electronic copies.

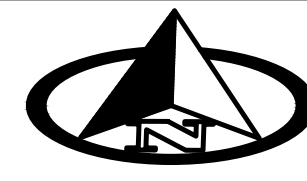
PROJECT NO. 161114
DESIGN DATE: Sept. 2020

ROUTE TOPOGRAPHIC SURVEY

A strip of land in SE 1/4 of Section 31, Township 47 South, Range 43 East, City of Deerfield Beach, Broward County Florida

"Peninsula - Deerfield"

Match Line A-A (See Page 2 of 2)



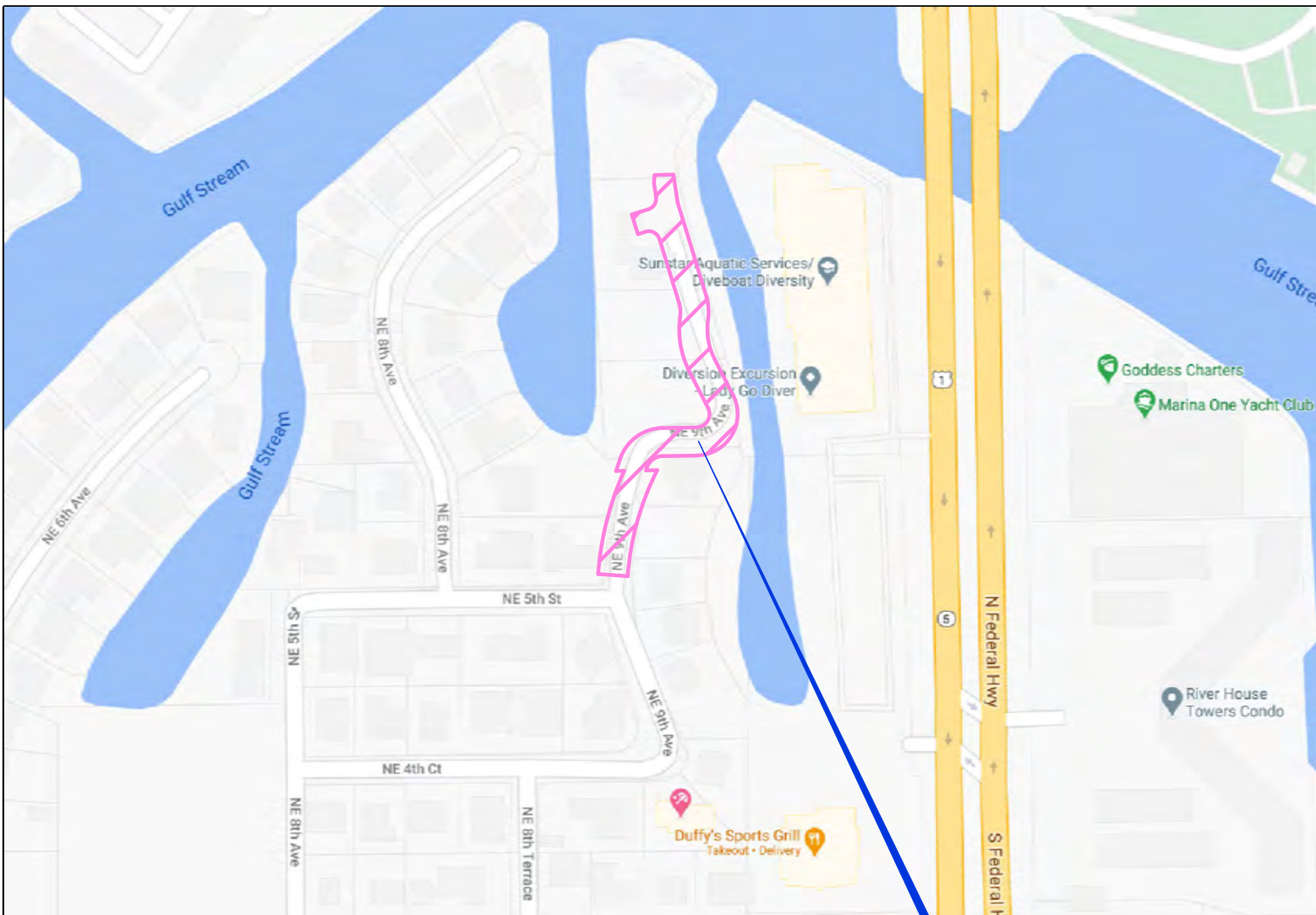
0 10 20

SCALE: 1" = 20'

LEGEND & ABBREVIATIONS

- = CONCRETE (CONC.)
- = CONCRETE BLOCK WALL
- = WOOD DECK
- = COVERED AREA
- = ASPHALT
- = TILE
- = PAVERS
- = STONE
- = CHAIN LINK FENCE (CLF)
- = WOOD FENCE (WF)
- = IRON METAL BARS FENCE (IF)
- = OVERHEAD WIRES
- = WATER VALVE (VV)
- = POWER POLE (PP)
- = GUY ANCHOR
- = WATER METER (WM)
- = CONC. LIGHT POLE (LP)
- = WELL
- = STREET SIGN
- = SANITARY MANHOLE
- = DRAINAGE MANHOLE
- = MANHOLE
- = FIRE HYDRANT
- = CABLE BOX (CATV)
- = FPL TRANSFORMER
- = CATCH BASIN OR INLET
- = EXISTING ELEVATION
- = PERMANENT REFERENCE MONUMENT (PRM)
- = PROPERTY CORNER
- = PERMANENT CONTROL POINT (PCP)

PT = POINT OF TANGENCY
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVE
PRC = POINT OF REVERSE CURVE
BM = BENCH MARK
BR = BEARING REFERENCE
TBM = TEMPORARY BENCH MARK
R = PROPERTY LINE
C = CENTER LINE
M = MONUMENT LINE
CALC = CALCULATED
MEAS = FIELD MEASURED
P = PER PLAT
P/S = PROFESSIONAL SURVEYOR AND
MAFFER
A/C = AIR CONDITIONER PAD
ENCR = ENCROACHMENT
FV FL= FINISHED FLOOR ELEVATION
(XX-XX) = DENOTES PLAT BOOK XX - PAGE XX
ORB = OFFICIAL RECORD BOOK
CBS = CONCRETE BLOCK STRUCTURE
R/W = RIGHT OF WAY
ELEV = ELEVATION
SEC = SECTION
T = TOWNSHIP
R = RANGE
(R) = RECORD



LOCATION MAP

Not to Scale



Subject Property

SURVEYOR'S REPORT AND GENERAL NOTES

(Not valid without the attached Survey Map)

1. Legal Description has been furnished by the client.
2. References to "Deed", "Record" or "Plat" refer to documents and instruments of record as part of the pertinent information used for this survey work. Measured distances, directions and angles along boundary lines are in consistency with corresponding values from records, unless otherwise shown.
3. These lands are subject to additional restrictions of record that were not furnished to the undersigning registered surveyor. A title search has not been performed by the surveyor.
4. North arrow direction is based on an assumed Meridian. Bearings are based on an assumed meridian on a well-established line, said line is being noted as BR on the Survey Map.
5. Only above ground improvements are shown herein. Foundations, underground features and utilities have not been located.
6. Survey markers found in the field have no identification unless otherwise shown. Any survey marker set by our company is labeled LB 7262 or PSM 6169.
7. Fence ownership has not been determined. Distances from existing fences to boundary lines are approximate. Fence/walls width and conditions must be considered to determine true location. Lands located beyond perimeter fences might or might not be being used by adjoining. Adjoining parcels have not been investigated.
8. This Survey Map is intended to be displayed at the scale shown hereon. Data is expressed in U.S. Survey Foot.
9. This Survey Map is being prepared for the use of the party/parties that it is certified to and does not extend to any unnamed individual, entity or assignee.
- 10.FLOODPLAIN INFORMATION:** As scaled from Federal Insurance Rate Map (FIRM) of Community No. 125101 (City of Deerfield Beach), Panel 0179, Suffix H, revised on August 18th, 2014, this real property falls in Zone "AH" with Base Flood Elevation 7 feet (NAVD 1988)
- 11.HORIZONTAL ACCURACY:** Accuracy obtained thru measurements and calculations meets and exceeds the minimum horizontal feature accuracy for a Suburban area being equal to 1 foot in 7, 500 feet.
- 12.VERTICAL CONTROL AND ACCURACY:** The elevations as shown are referred to the North American Vertical Datum of 1988 (NAVD 1988). Official Broward County Single Average Conversion Factor (ACF) from NGVD 1929 to NAVD 1988 datum is (-) 1.51 feet or (minus 1.51 feet). The closure in feet, as computed, meets the standard of plus or minus 0.05 feet times the squared root of the loop distance in miles. Elevation are based on a level loop from and to the following official Bench Marks:
Bench Mark # 1: Broward County Engineering Department Bench Mark 1898,
Elevation = 15.233 feet (NGVD29)
Bench Mark # 2: Broward County Engineering Department Bench Mark 1108,
Elevation = 7.990 feet (NGVD29)

I HEREBY CERTIFY TO:

PrivCap Peninsula Holdings LLC.

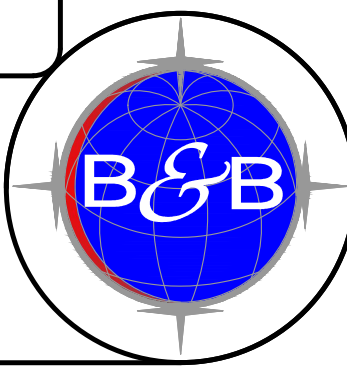
That this Survey conforms to the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in applicable provisions of chapter 5J-17, Florida administrative code pursuant to Section 472.027 Florida Statutes. This Survey is accurate and correct to the best of my knowledge and belief.

Odalys C. Bello-Iznaga
Professional Surveyor and Mapper LS6169 · State of Florida
Field Work Date: 09/08/2020

Survey revised to add additional topographic info on lot 4: 10/07/2020

Additions and deletions to this Survey Map are prohibited. This Survey Map and Report are not valid without the signature and original raised seal or without the authenticated electronic signature and seal of the undersigning Florida licensed Surveyor and Mapper.

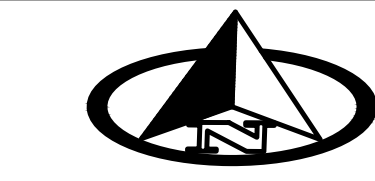
Reference Address:
508 N.E. 8th Avenue, Deerfield Beach, Florida 33441
Project No. 20958



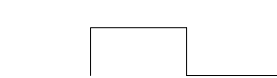
ROUTE TOPOGRAPHIC SURVEY

A strip of land in SE 1/4 of Section 31, Township 47 South, Range 43 East, City of Deerfield Beach, Broward County Florida.

"Peninsula - Deerfield"



0 10 20



SCALE: 1" = 20'

LEGEND & ABBREVIATIONS

- CONCRETE (CONC.)
- CONCRETE BLOCK WALL
- WOOD DECK
- COVERED AREA
- ASPHALT
- TILE
- PAVERS
- STONE
- CHAIN LINK FENCE (CLF)
- WOOD FENCE (WF)
- IRON METAL BARS FENCE (IF)
- OVERHEAD WIRES
- WATER VALVE (WV)
- POWER POLE (PP)
- GUY ANCHOR
- WATER METER (WM)
- CONC. LIGHT POLE (LP)
- WELL
- STREET SIGN
- SANITARY MANHOLE
- DRAINAGE MANHOLE
- MANHOLE
- FIRE HYDRANT
- CABLE BOX (CATV)
- FPL TRANSFORMER
- CATCH BASIN OR INLET
- EXISTING ELEVATION
- PERMANENT REFERENCE MONUMENT (PRM)
- PROPERTY CORNER
- PERMANENT CONTROL POINT (PCP)

- PT = POINT OF TANGENCY
- PC = POINT OF CURVATURE
- PCC = POINT OF COMPOUND CURVE
- PRC = POINT OF REVERSE CURVE
- BM = BENCH MARK
- BR = BEARING REFERENCE
- TBM = TEMPORARY BENCH MARK
- R = PROPERTY LINE
- C = CENTER LINE
- M = MONUMENT LINE
- CALC = CALCULATED
- MEAS = FIELD MEASURED
- P = PER PLAT
- FSM = PROFESSIONAL SURVEYOR AND MAPPER
- A/C = AIR CONDITIONER PAD
- ENCR = ENCROACHMENT
- FF ELEV = FINISHED FLOOR ELEVATION
- (XX-XX) = DENOTES PLAT BOOK XX - PAGE XX
- ORB = OFFICIAL RECORD BOOK
- CBS = CONCRETE BLOCK STRUCTURE
- R/W = RIGHT OF WAY
- ELEV = ELEVATION
- SEC = SECTION
- T = TOWNSHIP
- R = RANGE
- (R) = RECORD

NUMBER	BEARING	LENGTH
L-1	N19° 00' 05"E	17.25'
L-2	N19° 00' 05"E	3.41'
L-3	S72° 59' 53"W	11.00'
L-4	N72° 59' 53"E	23.44'
L-5	N08° 39' 16"W	18.82'
L-6	N03° 47' 28"E	11.30'
L-7	S17° 00' 07"E	132.24'
L-8	S27° 01' 03"E	55.41'

NUMBER	RADIUS	LENGTH	DELTA
C-1	R=20.00'	L=62.83'	Δ=180°00'00"
C-2	R=420.00'	L=86.13'	Δ=11°45'00"
C-3	R=380.00'	L=75.10'	Δ=11°19'26"
C-4	R=380.00'	L=74.99'	Δ=11°18'29"
C-5	R=24.00'	L=29.32'	Δ=69°59'59"

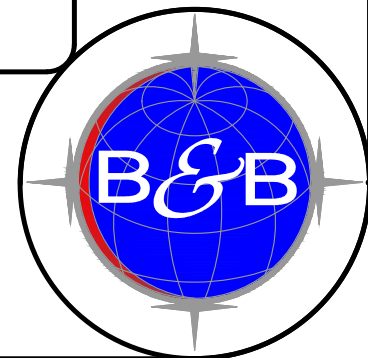
TREE CHART					
Tree #	Common Name	Scientific Name	Trunk Diameter at Breast Height DBH(in)	Approximate Height (ft)	Approximate Canopy (ft)
1	Palm	Arecaceae	18	28	20
2	Coconut Palm	Cocos nucifera	7	15	12
3	Palm	Arecaceae	9	10	8
4	Palm	Arecaceae	10	10	8
5	Palm	Arecaceae	14	11	9
6	Palm	Arecaceae	10	9	7
7	Palm	Arecaceae	10	10	8
8	Palm	Arecaceae	11	16	13
9	Unknown	Unknown	13	15	8
10	Coconut Palm	Cocos nucifera	7	15	10
11	Coconut Palm	Cocos nucifera	7	10	7
12	Palm	Arecaceae	17	13	9
13	Unknown	Unknown	3	12	7
14	Palm	Arecaceae	13	24	14
15	Palm	Arecaceae	3	8	6
16	Coconut Palm	Cocos nucifera	7	4	4
17	Unknown	Unknown	3	8	4
18	Palm	Arecaceae	5	10	5
19	Unknown	Unknown	7	19	13
20	Palm	Arecaceae	14	22	8
21	Palm	Arecaceae	14	27	8
22	Unknown	Unknown	15	24	9
23	Pine Tree	Pinus	13	60	22
24	Pine Tree	Pinus	13	60	22
25	Pine Tree	Pinus	8	60	22
26	Palm	Arecaceae	14	30	14
27	Pine Tree	Pinus	14	60	22
28	Palm	Arecaceae	14	30	14
29	Pine Tree	Pinus	14	60	22
30	Palm	Arecaceae	14	20	14
31	Pine Tree	Pinus	16	60	22
32	Palm	Arecaceae	14	30	14
33	Pine Tree	Pinus	14	60	22
34	Palm	Arecaceae	14	30	14
35	Palm	Arecaceae	14	30	14
36	Pine Tree	Pinus	16	60	22
37	Palm	Arecaceae	14	30	14
38	Palm	Arecaceae	14	30	14
39	Palm	Arecaceae	14	30	14
40	Palm	Arecaceae	14	30	14
41	Palm	Arecaceae	14	30	14
42	Palm	Arecaceae	14	30	14
43	Live Oak	Quercus Virginiana	15	40	30

TREE CHART					
Tree #	Common Name	Scientific Name	Trunk Diameter at Breast Height DBH(in)	Approximate Height (ft)	Approximate Canopy (ft)
44	Palm	Arecaceae	14	30	14
45	Palm	Arecaceae	15	30	15
46	Palm	Arecaceae	15	30	15
47	Palm	Arecaceae	15	30	15
48	Pine Tree	Pinus	48	70	50
49	Live Oak	Quercus Virginiana	15	30	30
50	Palm	Arecaceae	15	30	18
51	Palm	Arecaceae	15	22	18
52	Palm	Arecaceae	15	32	18
53	Palm	Arecaceae	15	30	18
54	Palm	Arecaceae	15	30	18
55	Palm	Arecaceae	15	30	18
56	Palm	Arecaceae	15	30	18
57	Palm	Arecaceae	15	30	18
58	Palm	Arecaceae	15	30	18
59	Palm	Arecaceae	15	20	18
60	Palm	Arecaceae	12	20	16
61	Palm	Arecaceae	12	20	16
62	Palm	Arecaceae	12	20	16
63	Palm	Arecaceae	12	20	16
64	Palm	Arecaceae	12	20	16
65	Palm	Arecaceae	12	20	16
66	Sea Grape	Coccoloba uvifera	14	25	20
67	Palm	Arecaceae	12	20	16
68	Palm	Arecaceae	12	20	16
69	Palm	Arecaceae	12	20	16
70	Palm	Arecaceae	12	20	16
71	Palm	Arecaceae	12	20	16
72	Palm	Arecaceae	12	20	16
73	Palm	Arecaceae	12	20	16
74	Live Oak	Quercus Virginiana	18	45	35
75	Unknown	Unknown	14	40	30
76	Unknown	Unknown	10	30	18
77	Palm	Arecaceae	10	25	18
78	Palm	Arecaceae	10	25	18
79	Palm	Arecaceae	10	25	18
80	Palm	Arecaceae	10	25	18
81	Palm	Arecaceae	10	25	18
82	Palm	Arecaceae	10	25	18
83	Palm	Arecaceae	10	25	18
84	Pine Tree	Pinus	24	70	35
85	Live Oak	Quercus Virginiana	24	40	35

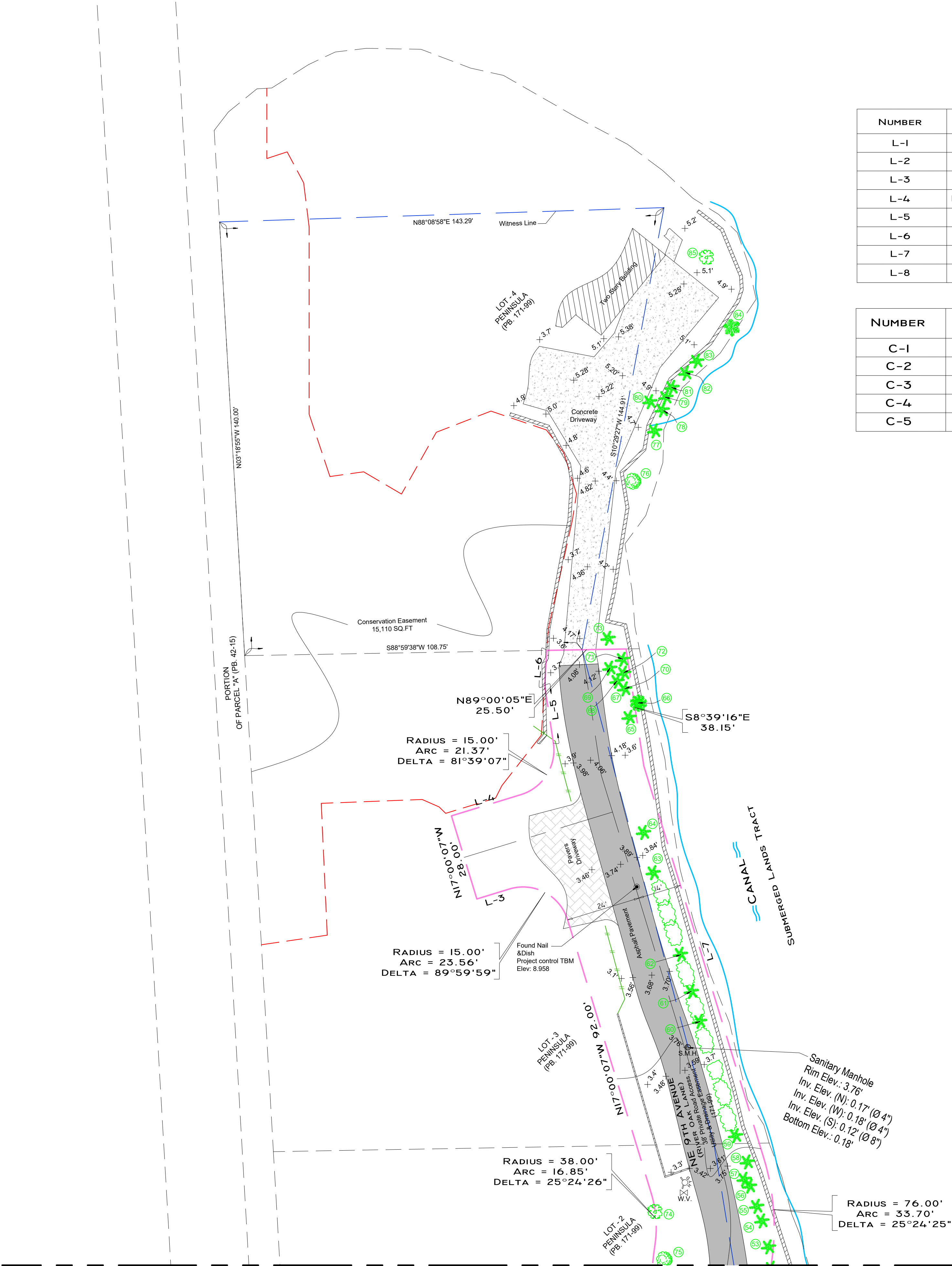
Additions and deletions to this Survey Map are prohibited. This Survey Map and Report are not valid without the signature and original raised seal or without the authenticated electronic signature and seal of the undersigning Florida licensed Surveyor and Mapper.

Reference Address:
508 N.E. 8th Avenue, Deerfield Beach, Florida 33441
Project No. 20958

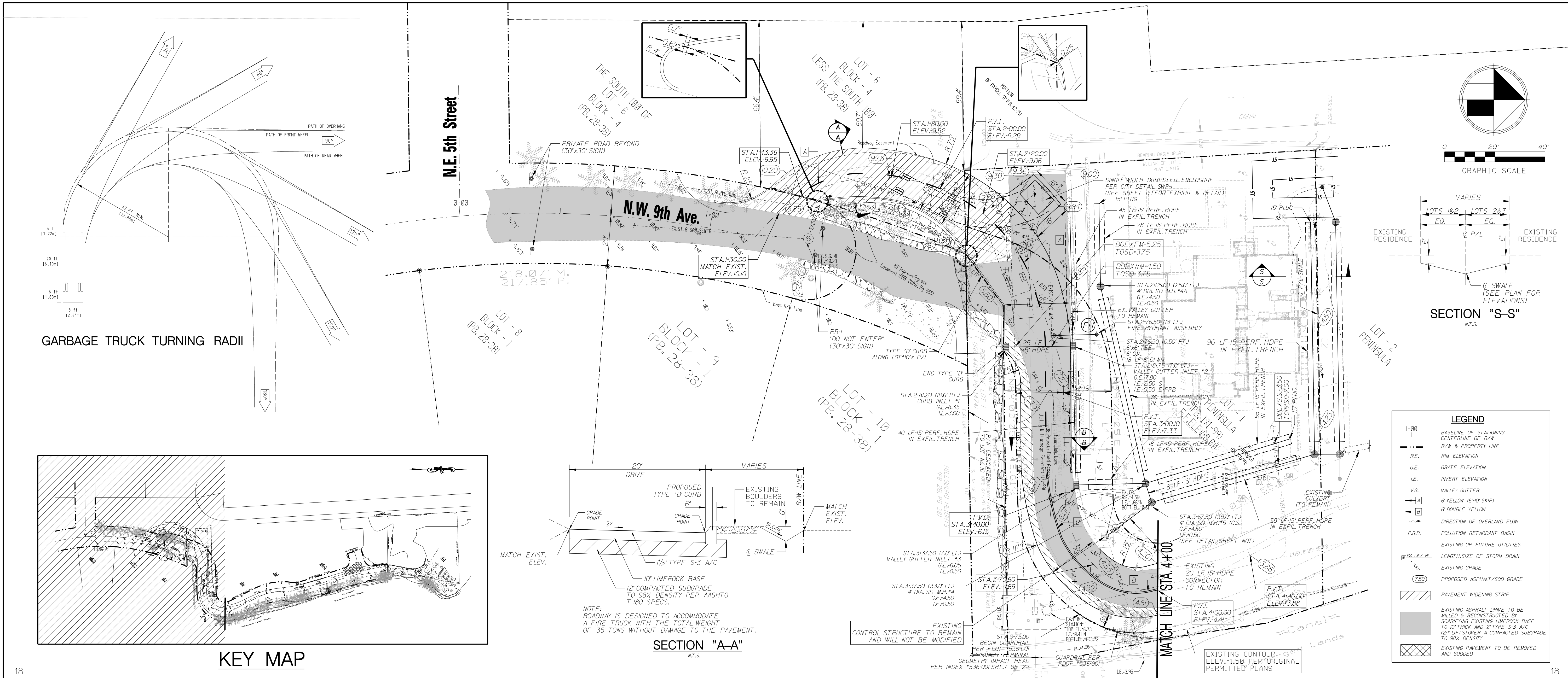
Page 2 of 2



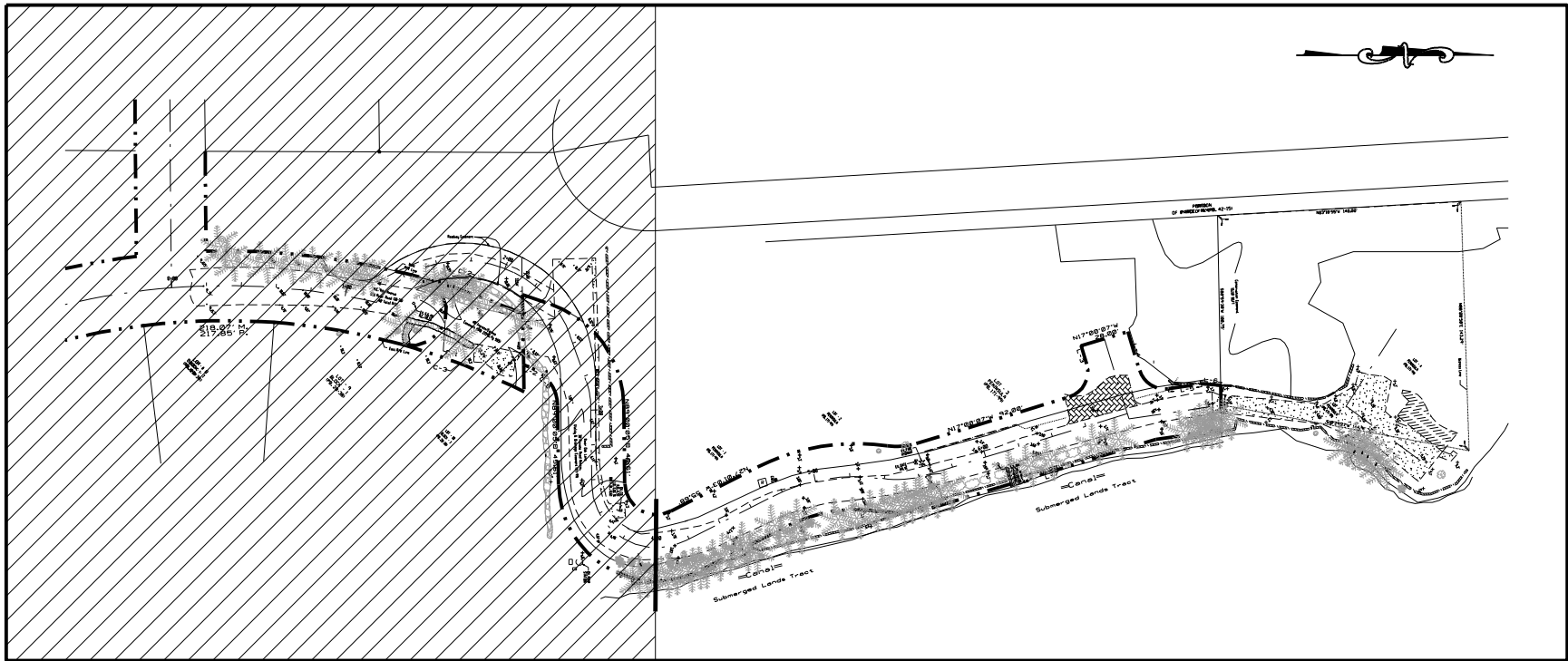
BELLO & BELLO LAND SURVEYING
12230 SW 131 AVENUE • SUITE 201 • MIAMI FL 33186
LB#7262 • Phone: 305.251.9606 • Fax: 305.251.6057
e-mail: info@belloland.com • www.bellolandsurveying.com



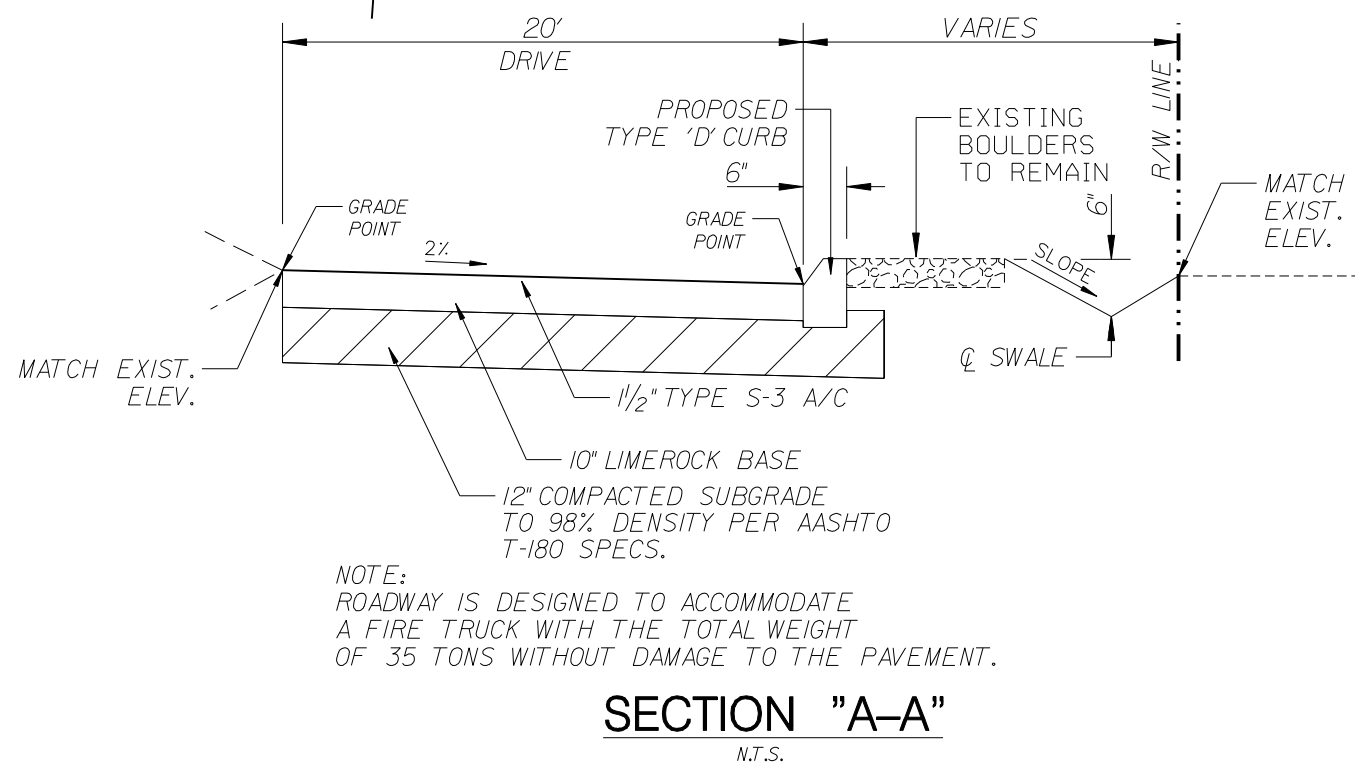
Match Line A-A (See Page 1 of 2)



GARBAGE TRUCK TURNING RADII



KEY MAP



LEGEND	
1+00	BASELINE OF STATIONING
---	CENTERLINE OF R/W
---	R/W & PROPERTY LINE
R.E.	RIM ELEVATION
G.E.	GRATE ELEVATION
I.E.	INVERT ELEVATION
V.G.	VALLEY GUTTER
A	6" YELLOW 16" (10" SKIP)
B	6" DOUBLE YELLOW
---	DIRECTION OF OVERLAND FLOW
P.R.B.	POLLUTION RETARDANT BASIN
---	EXISTING OR FUTURE UTILITIES
---	LENGTH/SIZE OF STORM DRAIN
---	EXISTING GRADE
---	PROPOSED ASPHALT/500 GRADE
---	PAYMENT WIDENING STRIP
---	EXISTING ASPHALT DRIVE TO BE MILLED & RECONSTRUCTED BY SCARPING EXISTING LIMEROCK BASE TO 10" THICK AND 2" TYPE S-3 A/C 12" LAYER OVER A COMPACTED SUBGRADE TO 80% DENSITY
---	EXISTING PAVEMENT TO BE REMOVED AND SODDED

Broward County Traffic Engineering Division Communications Notes															
To be placed within plan set (Revised: 10/13/2015)															
"Communications Notes"															
The agency responsible for maintenance of the traffic signals and related equipment is Broward County Traffic Engineering Division (BCTED). All system communications equipment, cabling and related material shall comply with Broward County's latest edition of the minimum standards as expressed in the "Standards and Specifications - Communication Infrastructure" document. Please refer to (BCTED's) Communications Policies and Procedures for additional information. Broward County Traffic Engineering Division will not accept any projects that do not meet these standards and specifications. If fiber optic pull boxes already exist at an intersection, no additional fiber optic pull boxes will need to be installed. For a copy of these standards refer to the Broward County web site at www.broward.org/traffic under publications.															
If there are Copper Interconnect Cables within your project limits or within 1500 feet of your project limits, contact the Communications Manager at telecommunications@broward.org or 954-847-2745.															
If there are Fiber Optic Cables within your project limits or within 1500 feet of your project limits contact the Communications Manager at telecommunications@broward.org or 954-847-2745.															
If there are cellular communications within your project limits, contact the Communications Manager at telecommunications@broward.org or 954-847-2745															
All BCTED communications cables/conduit shall be located a minimum of 48 hours in advance.															
Broward County Traffic Engineering Division Procedure for Notification of Communication Disruption															
Copper Interconnect Cable Notification Contact Person When communications to an intersection must be disrupted by a Contractor to perform work, the Contractor shall provide two day advance notice in writing to the Broward County Traffic Engineering Division. This notification shall be conveyed via electronic mail (email) to the Traffic Signal Technician III at telecommunications@broward.org . Notification shall include contact person, telephone number, purpose, location and duration. The disruption shall last for no more than 3 consecutive business days. Where possible, the disruption shall be during off peak hours beginning at 9:00am and ending at 3:00pm.															
Fiber Optic Cable Notification Contact Person When communications to an intersection must be disrupted by a Contractor to perform work, the Contractor shall provide two day advance notice in writing to the Broward County Traffic Engineering Division. This notification shall be conveyed via electronic mail (email) to the Communications Manager at telecommunications@broward.org . Notification shall include contact person, telephone number, purpose, location and duration. The disruption shall last for no more than 3 consecutive business days. Where possible, the disruption shall be during off peak hours beginning at 9:00am and ending at 3:00pm.															
Include the following in any notice of utility ownership or within a "Utility Owners/Contact Person" table:															
Interconnect Communications Cables - (Robert Blount) Broward County Traffic Engineering Division (BCTED) 954-847-2745															
0+00 1+00 2+00 3+00 4+00															

REVISIONS:

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

CLIENT:

PRIVCAP COMPANIES

PROJECT:

FLORIDA
DEERFIELD BEACH
PENINSULA
PAVING, GRADING AND DRAINAGE
PLANS AND PROFILE

DATE:

Sept. 2020

SCALE:

1"=20'

DESIGNED BY:

G.C.B.

DRAWN BY:

M.M.

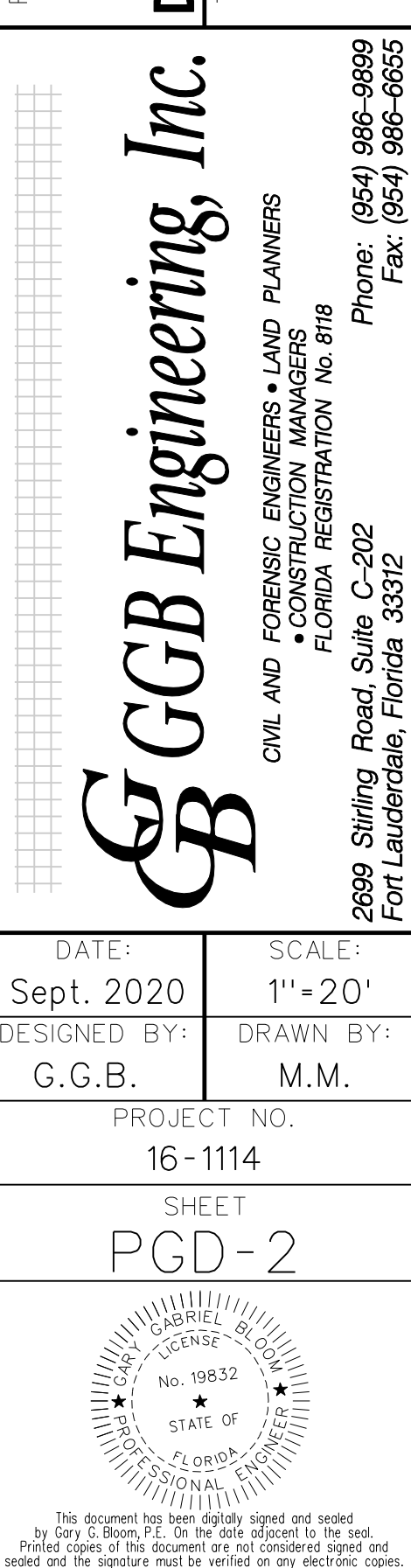
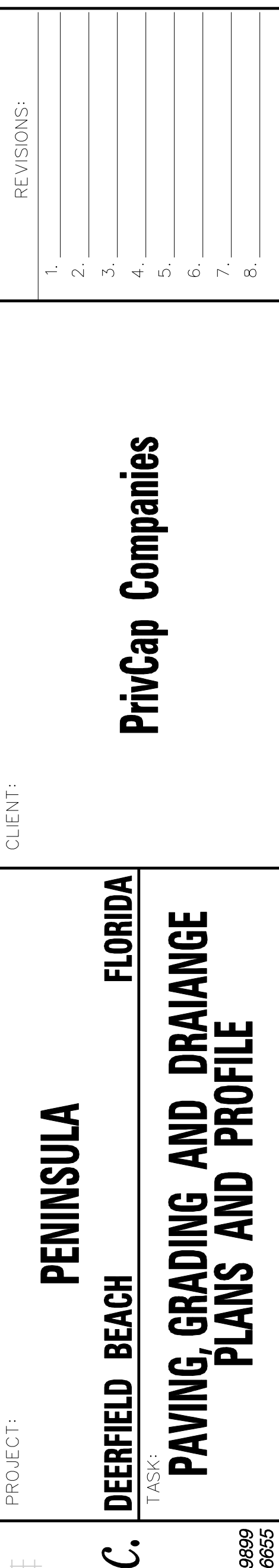
PROJECT NO.

16-1114

SHEET

PGD-1

This document has been digitally signed and sealed by Gary G. Blount, P.E., on the date indicated in the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

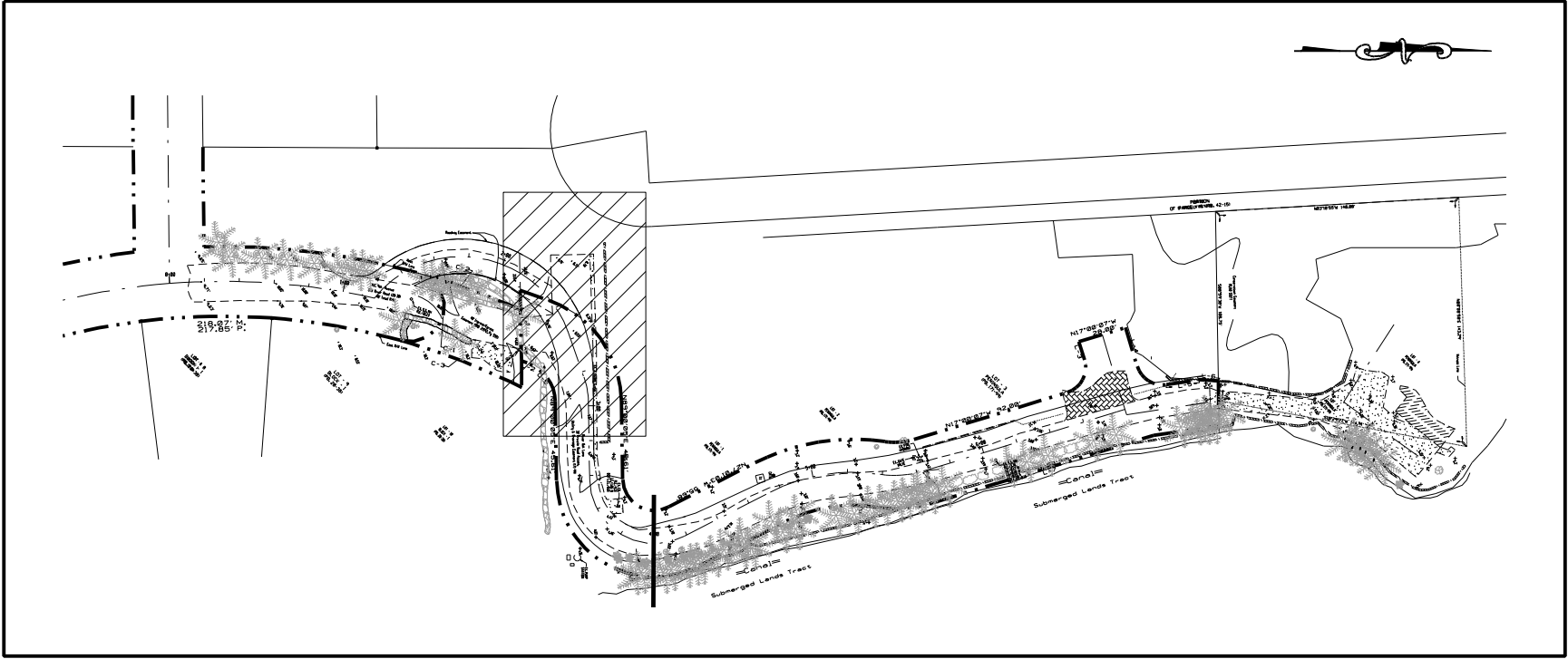


1+00

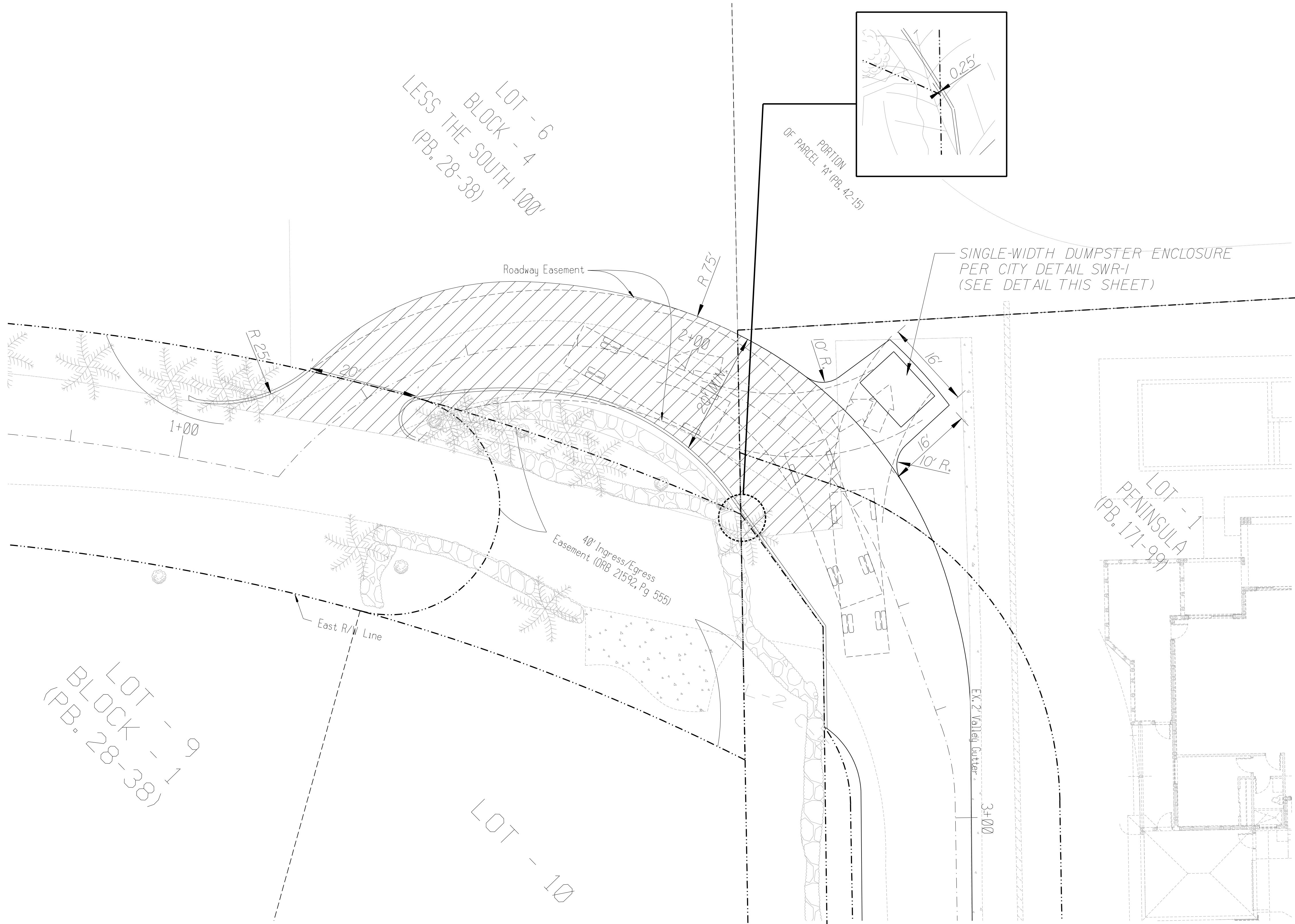
LEGEND

BASELINE OF STATIONING
CENTERLINE OF R/W

R/W & PROPERTY LINE



KEY MAP



DUMPSTER PAD AND ENCLOSURE

1. ALL SIDES OF THE DUMPSTER SHALL BE ENCLOSED BY AN opaque FENCE (i.e. WOODEN, PVC OR MASONRY BLOCK, NO CHAIN LINK, EVEN SLATED) WILL BE NOT ALLOWED. A MINIMUM 12" WIDE OPENING FOR SINGLE- WIDTH ENCLOSURES, AND 24" WIDE OPENING FOR DOUBLE- WIDTH ENCLOSURES, MUST BE PROVIDED. THE HEIGHT OF THE ENCLOSURE SHALL BE NO LESS THAN 7'.

2. A SINGLE- WIDTH DUMPSTER PAD SHALL MEASURE A MINIMUM OF 16' WIDE X 10' DEEP, AND SHALL BE CONSTRUCTED OF SLOPING TOWARDS GATE AT 2% 8" THICK CONCRETE. A DOUBLE- WIDTH DUMPSTER PAD SHALL MEASURE A MINIMUM OF 20' WIDE X 10' DEEP, AND SHALL BE CONSTRUCTED OF SLOPING TOWARDS GATE AT 2% 8" THICK CONCRETE.

3. A FOUR- SIDED ENCLOSURE SHALL HAVE A 16" OPENING INSIDE OF THE GATE. DOUBLE- WIDTH DUMPSTER OPENINGS SHALL MEASURE 20' WIDE FROM INSIDE THE GATE(S). HOLDING PINS ATTACHED TO THE GATE MUST BE PROVIDED TO HOLD THE GATE OPEN WHILE BEING SERVED. A DOUBLE- GATE ON A DOUBLE- WIDTH PAD NECESSITATES USING TWICE THE SINGLE- WIDTH STANDARD FOR A DUMPSTER GATE. WHEN A SLIDING GATE IS TO BE USED TO ENCLOSE A DOUBLE- WIDTH PAD, THE DOUBLE- WIDTH STANDARD SHALL BE USED. (SEE SW-01 OR SW-02.)

4. IF RECYCLING CONTAINERS ARE TO BE INCLUDED INSIDE THE SOLID WASTE ENCLOSURE, THE ENCLOSURE WILL BE MINIMUM WIDTH OF 15' FOR A SINGLE AND 30' MINIMUM FOR A DOUBLE. IF THE DOOR IS 3-1/2', THE DOOR WILL BE REQUIRED TO HAVE A SUPPORT WHEEL WITH A SPRING. THE WHEEL MUST CONTACT THE GROUND AT ALL TIMES.

5. A DUMPSTER SHALL NOT BE LOCATED WITHIN THE MINIMUM PRESCRIBED BUFFER DISTANCE FOR THE PROPOSED DEVELOPMENT (REFER TO THE CITY OF DEERFIELD BEACH COMPREHENSIVE DEVELOPMENT CODE, SECTION 5500).

6. A DUMPSTER SHALL NOT BE LOCATED WITHIN THE MINIMUM REQUIRED SETBACK AS MEASURED FROM THE CENTERLINE OF AN ABUTTING RIGHT-OF-WAY.

7. DUMPSTERS SHALL BE LOCATED TO PROVIDE SAFE AND CONVENIENT ACCESS BY CITY SOLID WASTE VEHICLES FROM THE INTERIOR OF THE DEVELOPMENT. THE VEHICLES REQUIRE A MINIMUM VERTICAL CLEARANCE OF 25'.

8. NO INSTANCE SHALL DUMPSTER LOCATIONS CAUSE BLOCKING OF THE RIGHT-OF-WAY BY SOLID WASTE VEHICLES DURING PICK-UP.

9. DUMPSTER ENCLOSURES ARE NOT TO BE USED FOR STORING ITEMS.

10. DUMPSTERS SHALL NOT BE LOCATED WITHIN THE PROXIMITY OF ANY STORM WATER UTILITY OR DRAINAGE SYSTEM.

11. PROPOSED DUMPSTER LOCATIONS SHALL BE APPROVED BY THE SOLID WASTE MANAGER AND THE CITY ENGINEER. ANY VARIATION TO THE CITY OF DEERFIELD BEACH ENGINEERING DESIGN AND CONSTRUCTION STANDARDS MUST BE APPROVED BY THE SOLID WASTE MANAGER AND THE CITY ENGINEER. DRAINAGE FROM DUMPSTER AREA SHALL NOT IMPACT STORM WATER SYSTEM.

12. GATES SHALL HAVE "CANE" STYLE LOCKING PINS AND MUST LOCK OPEN AT 1.35 DEGREES IF POSSIBLE.

13. IF NOT POSSIBLE, NO DEGREES MINIMUM WILL BE ACCEPTED AND MUST LOCK CLOSED.

14. LOCATION OF DUMPSTER ENCLOSURE WILL BE DEPICTED ON SIGNED AND STAMPED CIVIL DRAWINGS. NO CHANGES WILL BE MADE WITH OUT RE- SUBMITTING PLANS. ANY DIFFERENT OR CONFLICTING INFO, OR LOCATION ON ANY OTHER PRINT, SUCH AS ARCHITECTURAL, WILL NOT BE VALID.

15. IF THE ENCLOSURE IS TO BE CHAIN- LINK CONCRETE BLOCK WALL, THEN A STAMPED ARCHITECTURAL PRINT SHOWING FOOTING, STEEL, ETC. SHALL BE PROVIDED BY ENGINEER OF RECORD.

CLOSED AND OPEN- TOP COMPACTOR REQUIREMENTS

1. A CLOSED- TOP COMPACTOR PAD SHALL MEASURE A MINIMUM OF 12' WIDE X 26' DEEP, AND SHALL BE CONSTRUCTED OF LEVEL, 8" THICK CONCRETE.

2. METAL (OR LIKE SUBSTANCE) STOPPERS MUST BE PLANTED INTO PAD TO STOP EACH WHEEL OF THE COMPACTOR.

3. IF A COMPACTING RECYCLING CONTAINER IS TO BE INCLUDED ON SITE, THE MINIMUM WIDTH FOR THE DUMPSTER PAD WILL BE 24' WITH TWO SWING DOORS OR A ROLLER GATE. THE DOOR(S) ARE REQUIRED TO HAVE A WHEEL WITH A SPRING. THE WHEEL MUST CONTACT THE GROUND AT ALL TIMES.

4. BREAKAWAY BOXES ARE REQUIRED TO HAVE A GUIDE RAIL INSTALLED ON THE CONCRETE PAD FOR REALIGNING THE BOXES TO THE COMPACTOR AFTER THE BOX IS RETURNED.

5. BREAKAWAY BOXES ARE NOT TO BE USED WITH PUTRESIBLE GARBAGE. THESE COMPACTORS MUST BE SELF- CONTAINED.

6. PRIOR TO INSTALLATION, THE DUMPSTER PAD AND COMPACTOR SITE MUST BE INSPECTED BY A LARGE SOLID WASTE OFFICIAL TO MAKE SURE ALL REQUIREMENTS ARE MET.

7. THE PROPERTY ON SITE IS RESPONSIBLE FOR MAINTAINING CLEANLINESS IN THE COMPACTOR AREA.

8. COMPACTOR MUST BE ENCLOSED ON 3 SAILING WALLS, OR CAST A MINIMUM 10' HIGH THE WALL WILL MEET ALL APPLICABLE BUILDING CODES.

9. THE OPEN SIDE WILL BE GATED FOR ACCESSIBILITY. GATES MAY BE WOODEN STORAGE A MINIMUM OF 8' HIGH AND HAVE CANE PINS TO PIN BOTH OPEN AND CLOSED. OPEN MUST BE 135 DEGREES IF POSSIBLE, AND 90 DEGREES MINIMUM.

10. CASE OPENINGS WILL BE ALLOWED IN SIDEWALLS FOR USER ACCESS TO CHUTES, ETC FOR DROP OFFS.

11. A MINIMUM OF 25' OVERHEAD AND 40' FORWARD FROM THE GATES, FOR CLEARANCE WILL BE PROVIDED AND MAINTAINED AT ALL TIMES.

12. ANY VARIATIONS OR DEVIATIONS FROM THESE STANDARDS MUST BE SUBMITTED TO AND APPROVED BY BOTH THE SOLID WASTE DIVISION AND THE ENGINEERING DIVISION.

CITY OF DEERFIELD BEACH

ENGINEERING DEPARTMENT

DESIGN AND CONSTRUCTION STANDARDS

S W R - 4

CHARLES DARRUSCO, P.E. BERNARD HUSTON- TETTEL, P.E.

DUMPSTER PADS AND COMPACTOR ENCLOSURE REQUIREMENTS

NTS

05-2012

SHEET 1 OF 1

LOCK PIN DETAIL
DETAIL "A"
LOCK PIN TO BE ON OUTSIDE OF DUMPSTER DOOR

LOCK PIN DETAIL
DETAIL "B"
LOCK PIN TO BE ON INSIDE OF DUMPSTER DOOR

LOCK PIN DETAIL
DETAIL "C"
LOCK PIN TO BE ON INSIDE OF DUMPSTER DOOR

SINGLE- WIDTH DUMPSTER ENCLOSURE
FOR PAD SIZE SEE NOTES SWR-3

DOUBLE- WIDTH DUMPSTER ENCLOSURE
FOR MORE DETAILS SEE PAGES SWR-4, SWR-5

CITY OF DEERFIELD BEACH

ENGINEERING DEPARTMENT

DESIGN AND CONSTRUCTION STANDARDS

S W R - 1

CHARLES DARRUSCO, P.E. BERNARD HUSTON- TETTEL, P.E.

DUMPSTER PADS & ENCLOSURES

NTS

07-2013

SHEET 1 OF 1

EXHIBIT "C"

REVISIONS:

1.
2.
3.
4.
5.
6.
7.
8.

CLIENT:

PRIVCAP COMPANIES

PROJECT:

PENINSULA
DEERFIELD BEACH
TASK:
DUMPSTER ACCESS PLAN

DATE:

Sept. 2020

SCALE:

1"=20'

DESIGNED BY:

G.C.B.

DRAWN BY:

M.M.

PROJECT NO.

16-1114

SHEET

D-1

GGB Engineering, Inc.

CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
• CONSTRUCTION MANAGERS
FLORIDA REGISTRATION No. 8118
2699 Stirling Road, Suite C-202
Fort Lauderdale, Florida 33312
Phone: (954) 986-9899
Fax: (954) 986-8655

STATE OF FLORIDA

PROFESSIONAL ENGINEER

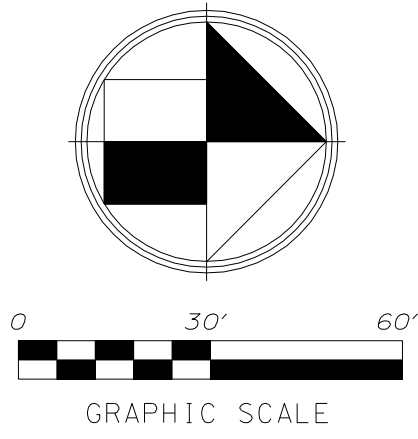
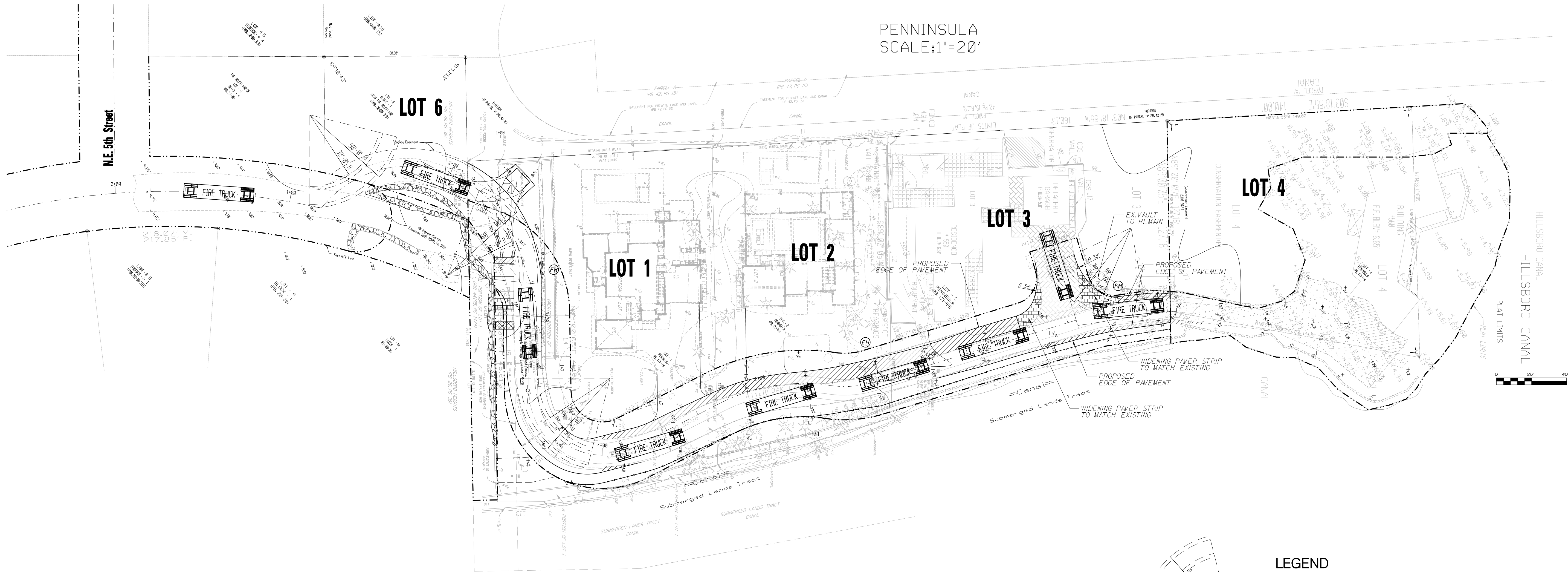
No. 19832

STATE OF FLORIDA

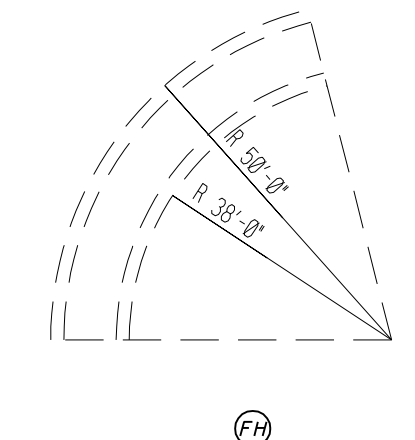
PROFESSIONAL ENGINEER

This document has been digitally signed and sealed by Gary G. Blom, P.E., on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Page 246 of 255



NOTE:
PROPOSED ROADWAY IMPROVEMENTS
ARE DESIGNED TO SUPPORT A 35 TON
FIRE TRUCK FROM ENTRANCEWAY TO
EXITWAY, THROUGH PROJECT AREA.



LEGEND

⬢ DENOTES FIRE TRUCK
TURNING RADIUS

⊙ DENOTES FIRE HYDRANT
LOCATION

REVISIONS:	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

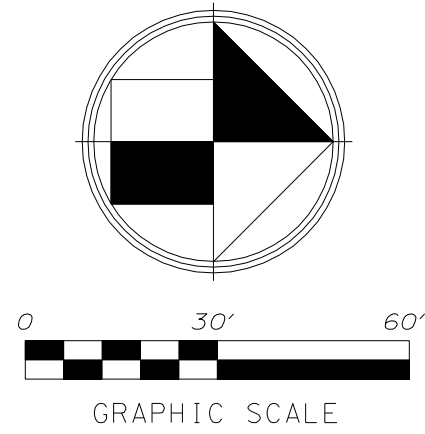
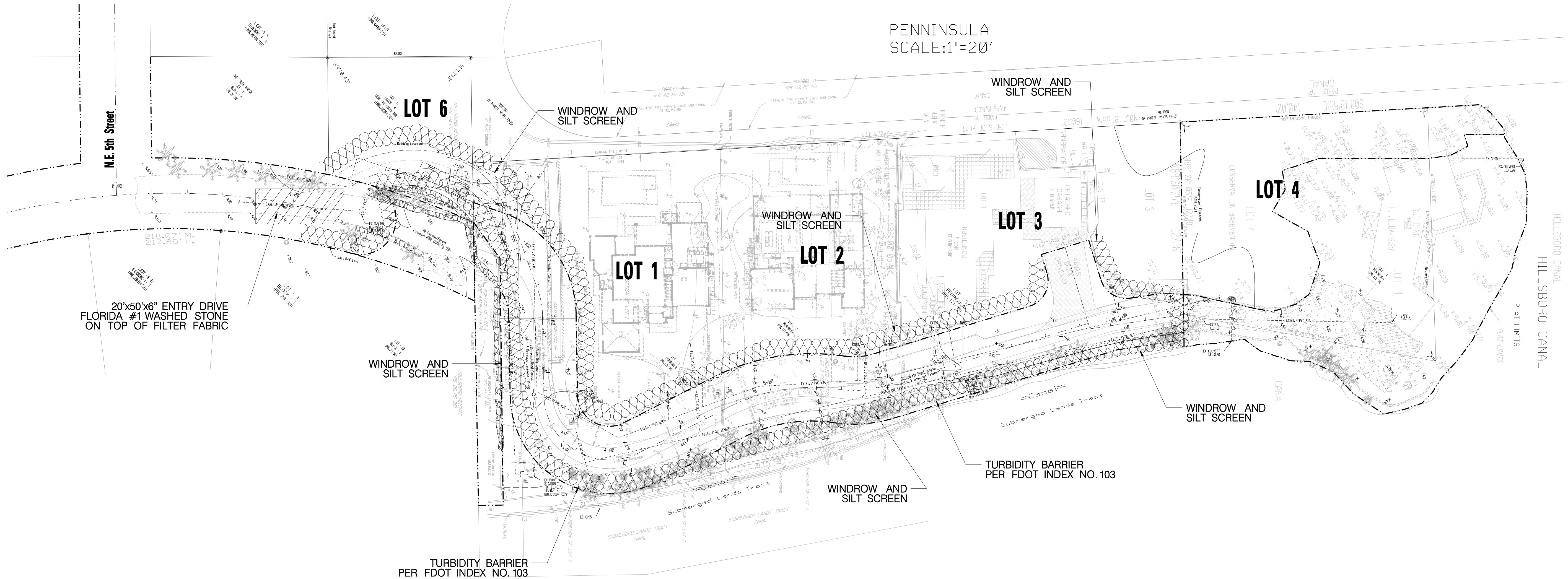
CLIENT:	
PrivCap Companies	

PROJECT:	PENINSULA
	FLORIDA
	DEERFIELD BEACH
TASK:	FIRE TRUCK ACCESS PLAN

GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
• CONSTRUCTION MANAGERS
FLORIDA REGISTRATION No. 8118
2699 Stirling Road, Suite C-202
Fort Lauderdale, Florida 33312
Phone: (954) 986-9899
Fax: (954) 986-8655

DATE:	Sept. 2020	SCALE:	1"=30'
DESIGNED BY:	G.C.B.	DRAWN BY:	M.M.
PROJECT NO. 16-1114			
SHEET FIRE			

This document has been digitally signed and sealed by Gary G. Blum, P.E., on the date indicated in the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



PENINSULA
SCALE: 1"=20'

NOTE:
ALL PROPOSED AND OR EXISTING INLETS
TO BE PROTECTED FROM INFILTRATION.

LEGEND

DENOTES WINDROW AND SILT SCREEN
ALONG PROPERTY LINE DURING
CONSTRUCTION OF GRADING AND DRAINAGE

REVISIONS:	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

CLIENT:	PrivCap Companies	

PROJECT:	PENINSULA	FLORIDA
	DEERFIELD BEACH	

TASK:	STORM WATER POLLUTION PREVENTION PLAN
-------	---------------------------------------

	GGB Engineering, Inc.	
	CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS	
	• CONSTRUCTION MANAGERS	
	FLORIDA REGISTRATION NO. 8118	

2699 Stirling Road, Suite C-202	
Fort Lauderdale, Florida 33312	
Phone: (954) 986-9899	
Fax: (954) 986-8655	

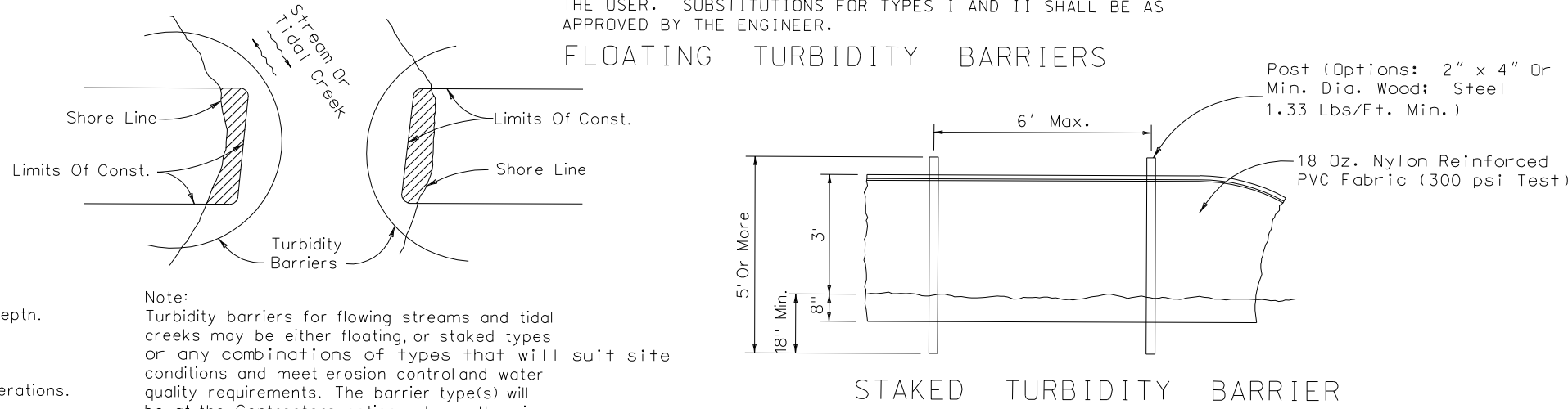
DATE:	Sept. 2020	SCALE:	1"=30'
DESIGNED BY:	G.C.B.	DRAWN BY:	M.M.
PROJECT NO.		16-1114	
SHEET		SW1	

This document has been digitally signed and sealed by Gary G. Blum, P.E., on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



- Note:
Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be under the Contractors option unless otherwise specified in the plans, however payment will be under the pay item(s) established in the plans for Floating Turbidity Barrier and/or Staked Turbidity Barrier. Road and stream turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.

TURBIDITY BARRIER DETAILS PER FDOT INDEX NO. 103



NOTE TO CONTRACTOR:

THIS IS THE CONTRACTORS CERTIFICATION REQUIRED BY THE EPA'S NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES).STORM WATER POLLUTION PREVENTION PLAN FOR CONSTRUCTION SITES OVER 1ACRES.THIS CERTIFICATION MUST BE COMPLETED WEEKLY AND AFTER EVERY RAINFALL EVENT OVER 0.25 INCHES.IT IS SUGGESTED THAT THIS SHEET BE REMOVED FROM THE PLAN SET AND DUCATED AS NEEDED BY THE CONTRACTOR.

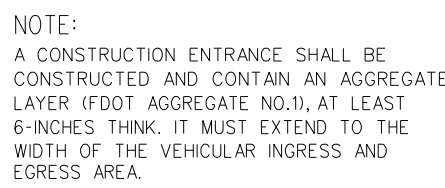


1. THE HEIGHT OF A SILENT FENCE SHALL NOT EXCEED 36 INCHES (90 CM).
2. THE FENCE FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID USE OF JOINTS.
3. POSTS SHALL BE PLACED A MAXIMUM OF 12 FEET (3.65 M) AS PART AT THE BARRIER LOCATION TO BE DRIVEN SECURELY INTO THE GROUND TO A MINIMUM OF 12 INCHES (30 CM) WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT. POST SPACING SHALL NOT EXCEED 6 FEET (1.8 M).
4. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10 CM) WIDE AND 4 INCHES (10 CM) DEEP ALONG THE LINE OF POSTS AND USLOPE FROM THE BARRIER.
5. WHEN STANDARD STRENGTH FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE USLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE. THE FABRIC SHALL BE FASTENED TO THE POSTS USING HEAVY DUTY WIRE. THE FABRIC SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 CM) AND SHALL NOT EXTEND MORE THAN 2 INCHES (5 CM) INTO THE TRENCH. THE FABRIC SHALL NOT BE STRETCHED INTO THE TRENCH.
6. THE STANDARD STRENGTH FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND INCHES (20 CM) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
7. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.
8. ALL PROJECTS REQUIRE SUBMITTAL OF POLLUTION PREVENTION PLAN (PPP).
9. ALL PROJECTS I.A.C. OR MORE MUST NOTIFY NOTICE OF INTENT (NOI) TO IFED.

SILT FENCE INSTALLATION DETAIL D 9.1a
Sheet 1 of 2



SILT FENCE INSTALLATION DETAIL D 9.1b
Sheet 2 of 2



STABILIZED CONSTRUCTION ENTRANCE DETAIL D9.1C



SWALE REPLACEMENT DETAIL D10.1

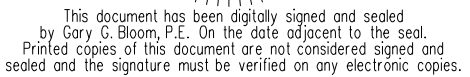
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
• CONSTRUCTION MANAGERS
 FLORIDA REGISTRATION No. 8118

2699 Stirling Road, Suite C-202
Fort Lauderdale, Florida 33312

Phone: (954) 986-9899
Fax: (954) 986-8655

PROJECT NO
16-1114

SHEET
SW02





City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1284

Agenda Date: 6/7/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Presentation on the new median landscape manual and update on current improvements.

Background/History

In 2020, the Planning & Development Services Department as well as the Parks & Recreation Department worked to create a landscape plan for all road medians in the City. The plan's intent was to provide examples of landscape materials for these medians based on size, location, ownership, sight visibility and existing conditions. The plan incorporates specific pallets for the coastal area as well as Pioneer Grove. The plan was put on hold during COVID-19 budget restrictions. Now that the plan is complete, the City's Landscape Architect and Parks staff are working on implementing improvements. Some of these improvements are currently underway, while others require approval from FDOT. A full-scale multi-year improvement plan will be made part of the Parks and Recreation Department's annual budget.

A copy of the landscape manual is on file in the Office of the City Clerk.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1274

Agenda Date: 6/7/2022

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Discussion regarding the selection of a voting delegate to the Florida League of Cities 2022 Annual Conference from August 11-13, 2022.

Recommended Action

Motion on decision of Commission

Background/History

The Florida League of Cities has an annual event; whereby, each municipality chooses a voting delegate. In 2019, 2020 and 2021, Vice Mayor Hudak served as the delegate.

Current Activity

The FLC has requested the selection of a voting delegate for the 2022 Annual Conference in Hollywood, Florida, from August 11 - August 13, 2022. Upon selection, the appropriate form will be completed and must be returned by July 29, 2022.



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: May 11, 2022

Subject: 96th Annual Conference Voting Delegate Information

The Florida League of Cities' Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida on August 11-13, 2022. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are also available online at flcities.com.

If you have any questions on voting delegates, please email erussell@flcities.com. **Voting delegate forms must be received by the League no later than July 29, 2022.**

Attachments: Form Designating Voting Delegate



96th Annual Conference
Florida League of Cities, Inc.
August 11-13, 2022
Hollywood, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 29, 2022.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax: (850) 222-3806
Email: erussell@flcities.com