



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
July 12, 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: June 21, 2022

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Redevelopment Agency Meeting Minutes

Attachment: April 12, 2022

Hillsboro Inlet District Meeting Minutes

Attachment: May 16, 2022

Education Advisory Board Meeting Minutes

Attachment: March 2, 2022, April 6, 2022

Affordable Housing Advisory Committee Meeting Minutes

Attachment: October 11, 2021, November 8, 2021, February 7, 2022

Code Compliance Meeting Minutes

Attachment: May 10, 2022

APPROVAL OF THE AGENDA

July 12, 2022

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/87251043294?pwd=IiDkqT7tDmkidj6RhOgoy2foEdhFgp.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (646) 931-3860

Meeting ID: 872 5104 3294#

Participant ID: #

Passcode: 192288#

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. Presentation by Dr. Vickie Cartwright, Superintendent, regarding the educational campaign about the upcoming Secure the Next Generational Referendum renewal.

Sponsor: Office of the City Manager

2. Proclamation in recognition of the Florida League of Cities' 100th year Anniversary.

Sponsor: Commissioner Todd Drosky
Vice Mayor Michael Hudak

PUBLIC HEARING

- 3. P.H. 2022-065: Presentation regarding the consideration of approval for a \$20,000 increase to the low- and moderate-income maximum award through the Purchase and Assistance Rehabilitation Programs.**

Suggested Action: Commission to vote on Resolution on August 2, 2022

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

Sponsor: Department of Community Services

Attachment: Purchase and Assistance Rehabilitation Programs

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 - AGREEMENTS & EXPENDITURE REQUESTS

- 4. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach,**

Florida, amending the 2021/2022 schedule of City Commission Meetings; 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: Office of the City Clerk

Attachment: 2021/2022 Meeting Schedule Amendment

- 5. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Friends of Deerfield Beach Arboretum, Inc. for volunteer services at Constitution Park, including a facility rental fee waiver; authorizing execution of the 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 Parks & Recreation

Attachment: Friends of Deerfield Beach Arboretum, Inc.

- 6. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of Invitation to Bid #22-25-PC for compressed natural gas (CNG) station maintenance; authorizing execution of an agreement with Clean Energy CA Corp., the lowest priced responsive and responsible bidder, for a two year term, with three additional one year renewal terms; providing for implementation and an effective date. (*Funds from Account #450-4551-534-31-06 - Service to Maintain Equipment*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: Clean Energy CA Corp.

- 7. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Utility Work by Highway Contractor Agreement at FDOT Expense with the Florida Department of Transportation for Financial Project ID 439891-1-56-02; authorizing execution of the Agreement; 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 Environmental Services

Attachment: Financial Project ID 439891-1-56-02

- 8. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Utility Work by Highway Contractor Agreement at FDOT Expense with the Florida Department of Transportation for Financial Project ID 436964-2-56-02; authorizing execution of the Agreement; 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 Environmental Services

Attachment: Financial Project ID 436964-2-56-02

- 9. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Right of Way Acquisition Memorandum of Agreement with the Florida Department of Transportation; authorizing execution of the Agreement; 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 Environmental Services

Attachment: Right of Way Acquisition

- 10. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Highway Maintenance Memorandum of Agreement with the Florida Department of Transportation for the maintenance of improvements associated with the S.W. 10th Street Connector Project; authorizing execution of the Agreement; 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 Environmental Services

Attachment: Highway MMOA

- 11. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Black & Veatch Corporation in an amount not to exceed \$75,986.45 for the Hydro Geological Study on the raw water well collection system for the West Water Treatment Plant Capital Improvement Project; authorizing execution of the Work Authorization; providing for implementation and an effective date. (*Funds from Account #413-5000-536-60-31 - 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: Black & Veatch Corporation

- 12. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Rummel, Klepper & Kahl, LLP in an amount not to exceed \$222,400.00 for the design and removal of the operator console at the West Water Treatment Plant; authorizing execution of the Work Authorization; providing for implementation and an effective date. (*Funds from Account #413-5000-536-60-31 - 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: Rummel, Klepper & Kahl, LLP

- 13. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Johnson-Laux Construction, LLC through the Sourcewell, Inc. Indefinite Quantity Construction Agreement IFB# FL-WCA-GC04-041019 for repairs and alterations to Fire Station 102 in an amount not to exceed \$366,258.00; providing for execution and an effective date. (*Funds from Account #399-5060-519-62-00 - Buildings & Account #399-5060-529-65-30 - CIP Infrastructure*)**

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: Johnson-Laux Construction, LLC

DEPARTMENTAL BUSINESS

- 14. ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 38 "FINANCE AND TAXATION" OF THE CITY CODE OF ORDINANCES, ARTICLE IV, "ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF CITY PROPERTY," SECTION 38-133 "FEDERAL AND STATE PROJECTS; FEDERAL GRANTS" TO INCREASE THE SUBSIDY APPROVAL THRESHOLDS FOR THE RESIDENTIAL REHABILITATION PROGRAM; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for August 2, 2022

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

Sponsor: Division of Purchasing & Contract Administration

Attachment: Procurement Code

- 15. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting and adopting the Comprehensive Annual Financial Report for the fiscal year ending September 30, 2021; 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 Financial Services

Attachment: FY21 ACFR

- 16. Resolution 2022/ - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of fire rescue services, facilities and programs in the City of Deerfield Beach, Florida; describing the method of assessing fire rescue assessed cost against assessed property located within the City of Deerfield Beach; directing the preparation of an assessment roll; authorizing a public hearing and directing the provision of notice thereof; and providing 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 Financial Services

Attachment: Fire Rescue Assessment

- 17. Resolution 2022/ - A Resolution of the City of Deerfield Beach, Florida, relating to the collection of Nuisance Abatement Services Assessments; adopting findings of fact; directing the preparation of an assessment roll; providing for notice; and providing 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 Financial Services

Attachment: Nuisance Abatement Services Assessments

- 18. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a facility use agreement with Day 1 Academies, Inc. dba Bezos Academy for Bezos Academy to use the child care center at the Center for Active Aging Redevelopment site to operate a free-tuition preschool for children within the City; authorizing execution of the Agreement for a ten year term, with a five year renewal option; providing for execution, conflicts 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 Environmental Services

Attachment: Bezos Academy Agreement

- 19. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order in the amount of \$1,887,985.27 to provide for a larger child care facility for the design-build construction of the Center for Active Aging Project, for a total project cost of \$13,609,437.02; providing for execution and an effective date. (Funds from Account #358-8000-569-61-12 - Construction (Center for Active Aging) & Account #358-8000-519-61-12 - Construction (City Hall))**

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: Change Order - Bezos Academy

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

- 20. ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 66-58 "PARKING PROHIBITED ON CERTAIN STREETS AND COMMERCIAL VEHICLE PARKING RESTRICTIONS" OF THE CITY CODE OF ORDINANCES TO PROHIBIT PARKING ON NW ELLER STREET BETWEEN NW 2ND COURT AND NW 2ND TERRACE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for August 2, 2022

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

Sponsor: Commissioner Ben Preston

Attachment: Commercial Vehicle Parking Restrictions

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, August 2, 2022

Budget Workshop - Tuesday, August 9, 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, June 21, 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 Michael Hudak
Commissioner Bernie Parness – via Zoom
Vice Mayor Ben Preston
Mayor Bill Ganz

Also Present: 3 – City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Samantha Gillyard

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Thereafter was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes – June 7, 2022

MOTION was made by Commissioner Preston, seconded by Vice Mayor Hudak, to approve the 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

Community Appearance Board Meeting Minutes - April 27, 2022

Code Compliance Meeting Minutes - April 27, 2022

Cultural Committee Meeting Minutes - January 18, January 24, February 7, March 21, & April 18, 2022

African American Heritage Board Meeting Minutes - May 12, 2022

Police Pension Board Meeting Minutes - February 28, 2022

ACKNOWLEDGEMENT OF CITY BOARD MINUTES – CONTINUED

Firefighters Pension Board Meeting Minutes - February 21, 2022

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

June 21, 2022

Mayor Ganz asked that Item 9 be discussed after public comment; there was no objection from the Commission.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Hudak, to approve the agenda as amended. Voice Vote:

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

Nays: 0

AWARDS & RECOGNITION**1. Proclamation in recognition of National Certified Nurse Assistants Week.**

Mayor Ganz presented a proclamation in recognition of National Certified Nurse Assistants Week. Nursing assistants provide as much as 90% of the care received by residents in nursing homes and other long-term care settings. The Annual National Nursing Assistants Week is a special week to recognize the efforts and dedication of these important health care workers. In closing, Mayor Ganz proclaimed the week of June 16 – 22, 2022 as National Certified Nurse Assistants Week.

PUBLIC COMMENT

Lisa Lake, 225 SE 10th Street, Deerfield Beach, said there is constant speeding and noise on her street and it is ruining the quality of life. Previously, speed bumps were installed, but they have been removed because it slowed response time for the fire department; however, she found out that fire does not use that route. Lastly, she said car thefts are rampant as someone is checking to see what doors are open.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, said there is no left turn signal at the traffic signal located at 2nd Avenue and Hillsboro Boulevard.

David Santucci, City Manager, said there will be targeted enforcement on 10th Street. Further, staff will look into the traffic light and speak with FDOT about it.

DEPARTMENTAL BUSINESS

- 9. 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 May 17, 2022)**

DEPARTMENTAL BUSINESS – CONTINUED

The Resolution was read by title only.

Scott Backman, representing Clear Channel, provided a PowerPoint presentation on the project which entailed background on billboards, litigation, and the City's 2017 ordinance to provide a billboard sign relocation and reconstruction agreement. The goal was to remove old signage and allow the new billboard on commercially/industrially zoned property. Also, the City's ordinance outlines a number of corridors the City wishes to encourage this type practice, namely, Dixie Highway, whereby, there are four (4) billboards directly on or in close proximity to the Dixie Highway Corridor. Mr. Backman outlined the terms of the agreement: Clear Channel will voluntarily remove four existing billboards; however, one of the signs is in Pompano Beach but impacts the City, so it is included. Additionally, they agreed to utilize light blocking technology for the facing-west face. He commented on the meetings held with the neighboring communities and the willingness to address their needs which will be discussed shortly. Other agreements include: compensation of \$30,000 annually to the City and to adhere to city regulations for removal and relocation of billboards. Lastly, a number of public service components available to the City in the billboard.

Mr. Backman said the sign is proposed at the Sports Mall, west of Powerline Road, on the south side of SW 10th Street. The sign is high and would be erected above the tree canopy and the proximity to the closest homes in Independence Bay. The survey shows the sign being angled so it faces outward toward 10th Street in both directions and away from the adjacent properties on either side. Mr. Backman displayed a graphic showing the proposed sign and the other four (4) signs proposed for removal along Dixie Highway; one sign is visible from Dixie Highway, but is located on the southside of 48th between Federal Highway and the railroad tracks. Thereafter, he displayed a photo of each billboard from the road.

Lou Musica, Clear Channel Outdoor, provided a list of LED inventory throughout the tri-county area; whereby, Clear Channel operates 70 LED faces. Thereafter, he provided various factors regarding the illuminated billboard including Florida Department of Transportation (FDOT) regulations. FDOT requires a minimum display time for each message as six seconds, but their current policy is every eight seconds. Also, Florida Statutes 479 does not allow animation or movement; thus, the images will be still or static. The three necessary components used to make sure the billboard will never be too bright are: ambient light sensor, dimming software, and incorporating maximum brightness limits, which is 0.3 foot-candle measured from a specific distance. The State of Florida has used LED billboards for many years to display disaster and emergency messages as well as Amber alerts; whereby, Clear Channel has an agreement with the US Marshalls and FBI to provide service to these entities free of charge and also work with local law enforcement.

Continuing, Mr. Musica provided a view of LED lighting and explained how the technology focuses the light in a specific direction. Thereafter, he provided a video to show how the lights on the sign fade out depending on the directional approach to the sign, even at night. Mr. Musica continued to show billboards with directional lighting technology and how being 30 degrees off center stops people from seeing the lights. The louvers on the sign, are both vertical and horizontal. The vertical louvers block the light from the frames; furthermore, the right side has regular diode, no light blocking. He then displayed a daytime video of the sign and explained how the light spread shows no light reaching the apartments. Mr. Musica provided scientific values regarding the foot candle measurements with 0.2-foot candles (fc) being the maximum brightness of the operating sign. He said 0.0 is no change and the data provided from the sign's location to the northernmost home measures 0.007 fc. Mr. Musica displayed other photos of their billboards.

Commissioner Drosky provided detailed commentary on the proposed resolution; wherein, he outlined the purpose of the 2017 ordinance and how the impact to residents would be lessened. The billboard is seven stories and that does not lessen residential impact. The slide shows 220 feet from the nearest resident, but that is from the actual structure (home), but it is 180 feet from their yard which is not that far. Commissioner Drosky said this is the Commission's discretion to allow the billboard or not; he continued outlining how the proposed billboard is a violation of the 2017 City ordinance. He said along with SW 10th Street, which the Commission cannot control, the residents cannot handle adding this billboard. He said approaching Powerline Road on SW 10th Street, the road will be elevated, starting at Independence Bay, and will look like Sample Road and 441 near the casino. The elevation begins after the entrance at Independence Bay, rises up, goes over Powerline Road and comes back down. On the rise, people will see the billboard, seven stories tall, which is too much for this residential area. Also, the City's ordinance

DEPARTMENTAL BUSINESS – CONTINUED

requires curtailing the number of signs to the minimum reasonably necessary to identify a residential or business location and the nature and use to allow smooth navigation at these locations. He said approving the proposed resolution defeats the purpose of the City's ordinance.

Continuing, Commissioner Drosky said he does not see how removing the other billboards and adding the proposed billboard does not preserve every zoning district in the City. Another regulation outlined in the ordinance is to protect property values by precluding signs that create a nuisance to the occupancy or use of other properties, which this does not. He said if this billboard were proposed for an industrial area, the conversation would be different, but not with violations of the ordinance. In 2018, the City removed five billboards and two others were replaced and installed on the Turnpike, north of Wiles Road and I-95 and Hillsboro Canal. Neither went on a residential road or near residents; in fact, the one installed on I-95 and Hillsboro Canal, the Boca Raton residents said the light was shining in their yards and the Commission fixed the problem. He said it does not make any sense to hurt the City's residents. Thereafter, Commissioner Drosky displayed video footage of the proposed billboard location and photos of current billboards along Dixie Highway. He said his main objections are safety, property values, aesthetics, and environmental concerns.

Mayor Ganz left the dais temporarily at 7:52 p.m. and returned at 7:53 p.m.

Commissioner Drosky explained the safety implications from Powerline Road to Sawgrass Expressway; whereby, in 2021, there were 109 traffic accidents and 784 traffic citations written in the City just in that stretch. In 2020, 84 traffic accidents; 2019, 122 traffic accidents and 1,415 traffic citations issued. Many of those crashes are due to the high rate of speed coming off the expressway and adding a visual impairment distraction will only make matters worse. Commissioner Drosky then provided the most recent facts from the 2018 US Department of Transportation regarding distracted driving. During that time, there were 33,654 fatal crashes in the Country involving 51,490 drivers. Of those fatal crashes, 36,560 people were killed. He outlined a few distractions that contribute to car crashes: cell phone, distracted by outside person, object or event which included electronic billboards. Commissioner Drosky continued to outline facts he researched that warned against electronic billboards; whereby, the City of Philadelphia proposed that billboards be a minimum of 1,000 feet from its residents. He continued to outline other warnings against electronic billboards and the potential for injury or fatalities.

Additionally, Commissioner Drosky said along with cities that have banned billboards, entire states have followed suit. He said he found a Philadelphia based article regarding property values when billboards are in close proximity to the property revealing that billboards have negative financial and economic impacts. In Philadelphia, there is a statistically significant correlation between real estate value as measured by sales price in proximity to billboards; properties within 500 feet have a decreased value of \$30,826 and greater than 500 feet experience a decrease of \$947 for every billboard in that tract. The article also addressed income; whereby, for strict sign-controlled cities, income is higher than non-strict cities. The home vacancy and poverty rates for strict controlled cities is lower. He explained that the City cannot regulate billboards in this regard due to State law and must be conscience of the need for property tax revenues, as the millage rate is not being raised.

Commissioner Drosky referenced the video he created and outlined the three billboards to be removed and said adding another in District 4 does not reduce sign pollution. Thereafter, he provided a closer look of the billboards which are all in deplorable condition. He said the billboards do not belong in District 1 and present a safety hazard. Thus, he will work with Vice Mayor Hudak to get these billboards removed no matter what it takes. If they are unable to take care of their signs in District 1, how can they be expected to take care of the signs in District 4. He continued to show the other billboards, locations, and condition and believes they should pursue Code Enforcement and present as an unsafe structure, as many are rusted and appear to be collapsible. Furthermore, Commissioner Drosky presented an article from *Scientific Reports*, published September 2015, outlining how light pollution disrupts sleep behavior in three living animals, whereas, the sign would be across from Quiet Waters Park and the bald eagles' nest. Prior to concluding, Commissioner Drosky presented a snippet from a previous City Commission meeting, wherein, Commissioner Preston spoke in defense of a resident.

Due to technical difficulties, only a portion of the video was heard.

DEPARTMENTAL BUSINESS – CONTINUED

Vice Mayor Hudak said the billboards along the corridor are within 50 feet of resident homes and have been there for 45 years and have experienced a lower property value as a result. He commented on the billboards that negatively impact the Dixie Highway corridor and although one billboard is in Pompano Beach, removing it will improve the area. Signs such as these contribute to the dilapidation of the area and deters developers. He said he fully supports the removal of all four billboards that have disgraced the City for over 45 years; this is the opportunity to do so. Although he does not want the digital signs, he is looking out for the City as a whole. Thereafter, he asked the City Attorney to comment on recent discussions regarding the billboards.

Anthony Soroka, City Attorney, said billboards are currently prohibited in the City, so a new billboard cannot be installed other than with the exception of a removal and relocation agreement. As for the billboard prohibition that existed when the Commission passed the ordinance, the billboards displayed are considered legally non-conforming signs, which means they can remain going forward and cannot be rebuilt, unless totaled by something like a hurricane. The difficulty is that they are on private property and usually, the lease agreement is normally long term to get them removed. He has witnessed other cities passing a billboard ban and build in a 20-year recapture period where the existing signs still have another 20 years, but has been subjected to extensive litigation which also has issues. Thus, municipalities would still have billboards for another 20 years, so companies recoup their investment from when the property was purchased/leased and for monies spent building those signs. Lastly, he said it is very difficult to get billboards removed that are legally non-conforming other than what is being proposed.

Vice Mayor Hudak clarified that there is no way to remove the Dixie Highway billboards without approving the proposed resolution.

Mr. Soroka replied it would be really challenging; the proposed option is the best way for removal. He said there could be significant legal issues if the City tried to have the billboards removed.

Vice Mayor Hudak said he is not a proponent of adding more billboards, but as a commissioner, he has to look at what is best for the City in its entirety. While he appreciates Commissioner Drosky's research and understands his stance, he must consider all the residents.

Commissioner Parness spoke in support of the proposed resolution and expressed dissatisfaction that there has not been an attempt to remove the billboards from Dixie Highway until now. Although the billboard is 65 feet tall and digital, he opined that it can be useful in an emergency and convey valuable information. He said instead of cars idling in front of Independence Bay, drivers are warned ahead of time when, for example, SW 10th Street is closed. Commissioner Parness continued to outline reasons to approve the resolution.

Commissioner Preston said for the past few weeks, he has been inundated with calls and e-mails primarily opposing the relocation of billboard signs from Dixie Highway to SW 10th Street. Commissioner Preston outlined considerations for the billboard: \$30,000 annually to the City into perpetuity; side with the residents who have lived with the billboards and want the monetary award; side with District 4 residents who say the sign is too much. He also spoke with those who do not want the billboards in their neighborhood either, but have lived with it for many years and others should likewise. Furthermore, he has spoken with various District 4 residents concerned about a decrease in property taxes [s/b value] but no concern for their neighbors. The decision should be based on altruism, unselfish concern for the welfare for others, and asked if the concerns for District 4 neighbors are legitimate and could affect their lives unfairly and he believes it would. He also asked that the District 4 residents consider the neighbors to the east and remember they too have issues and every resident should accept the challenge to show that we are all neighbors.

Mayor Ganz outlined some of the terms of the proposed resolution; removal of four signs located in an industrially zoned area, and \$30,000 annually to the City. He advised that the signs along Dixie Highway, as explained by Vice Mayor Hudak, have been there for 45 years; however, the residents have not had to live with those billboards for 45 years because they chose to move to a location with signs. The residents in Independence Bay did not have a sign when they purchased their properties. This will be the only sign

DEPARTMENTAL BUSINESS – CONTINUED

from I-95 to Weston, FL, along the Sawgrass corridor. From a business standpoint, this is a bad deal when considering the proposed location of the new sign and the monetary payment which is nothing. Thereafter, he commented on two signs in 1994 in Hallandale Beach that were expected to generate \$250,000 and the City was to receive \$10,000 or 6% of that revenue. He said \$30,000 yearly for this pristine area is not worth it and it does not help pay for even half of the Juneteenth event. He objected to taking a problem from one area and giving it to another. He then reviewed the photos of the current billboards and opined that property values will not increase even if they are removed. Additionally, he said although the technology is fascinating, it does not sway him because a giant billboard in someone's backyard who has never had to deal with it, coupled with a giant sound wall to be installed in front of their homes is insult to injury. Mayor Ganz also expressed dissatisfaction with Commission comments. Thereafter, he advised that Mr. Backman has contributed to his campaign. Lastly, he said the billboard will not be dedicated to showcasing emergencies or missing children and this is a bad deal for everyone.

Vice Mayor Hudak said this is not about the money for him, and is open to renegotiations, but determining what is right for the City as a whole. Dixie Highway is the center of the City and that has been dilapidated and even though it may not start development, it would not stop it. Although the residents have dealt with the signs for all these years, to say they have to continue because no one wants the digital sign out west, is not looking out for the City as a whole.

Mayor Ganz commented on how residents along Dixie Highway knew the signs were there and residents out west did not have signs and the lies told to the residents near the landfill. He said the disservice is that the Commission has allowed them to be in that condition.

Commissioner Parness said because of the proximity to a commercial property, something was going to be built there. He opined that they did not expect it to always be residential. The sign is going up on a commercial property and it should have been investigated before purchasing a home there. Furthermore, he said removing the signs from Dixie Highway and constructing one in District 4 is the right thing to do.

Mayor Ganz opened the public hearing.

Dawn Applebee, 407 Congressional Way, Deerfield Beach, spoke in opposition to the proposed resolution. She also commented on her community volunteerism and the upcoming construction projects her community is facing.

Denise Bogner, 1157 SW 26th Avenue, Deerfield Beach, along with two other residents, spoke in opposition to the proposed resolution, for reasons outlined by the Commission, and also because it may set a precedent for others.

Gilda Youngblood, 1342 SW 44th Terrace, Deerfield Beach, spoke in opposition to the proposed resolution because of the distractions the billboard will cause which will only add to the accidents in that corridor.

Leah Bido, 612 Freedom Court, Deerfield Beach, spoke in opposition to the proposed resolution because the technology primarily affects the visibility of the night sky and does not cut light pollution. Ms. Bido also said there was no communication from Clear Channel and Independence Bay. Lastly, she said the \$30,000 annual payment pails in comparison to the revenue Clear Channel generates annually.

Santo Listro, Waterways HOA President, 1037 SW 42nd Terrace, Deerfield Beach, spoke in opposition to the proposed resolution for reasons outlined by the Commission.

Monica Rodriguez, 406 Freedom Court, Deerfield Beach, spoke in opposition to the proposed resolution, for reasons outlined by the Commission.

Jerry McGuinn, 101 Centennial Court, Deerfield Beach, spoke in opposition to the proposed resolution due to the increased potential of accidents for young teens.

DEPARTMENTAL BUSINESS – CONTINUED

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, spoke in opposition to the proposed resolution.

Carol Landry, 4248 SW 11th Street, Deerfield Beach, spoke in opposition to the proposed resolution.

Paula Cook, 62 Centennial Court, Deerfield Beach, spoke in opposition to the proposed resolution.

Christina Constantino, 1236 SW 48th Terrace, Deerfield Beach, spoke in opposition to the proposed resolution.

Nancy Kasmarski, 1100 SW 42nd Avenue, Deerfield Beach, spoke in opposition to the proposed resolution.

Daryl Brown, 262 Farnham K, Deerfield Beach, spoke in opposition to the proposed resolution and also asked if there is another way to remove the billboards along Dixie Highway without approving the agreement. She also recommended finding another location for the billboard.

Wiley Timmons, 117 Centennial Court, Deerfield Beach, spoke in opposition to the proposed resolution.

Lisa Lake, 225 SE 10th Street, Deerfield Beach, spoke in opposition to the proposed resolution and said the signs on Dixie Highway are a blight to the community and no one should have to live with them.

Jason Lisnak, 505 Freedom Court, Deerfield Beach, spoke in opposition to the proposed resolution and said Clear Channel has not maintained the billboards along Dixie Highway and does not agree with a new billboard which may ultimately result in the same dilapidation. He also commented on the increased potential for accidents.

Name & address inaudible, spoke in opposition to the proposed resolution because of the lights that will be a disruption to those with sleeping problems as well as the children possibly climbing the structure.

Inaudible, Freedom Court, Deerfield Beach, spoke in opposition to the proposed resolution.

Francis Deluise, 42 Centennial Court, Deerfield Beach, spoke in opposition to the proposed resolution due to the safety risks.

Dean Kallan, 3250 SW 2nd Court, Deerfield Beach, spoke in opposition to the proposed resolution; thereafter, he commented on the annual payment from Clear Channel not being worth it and the need to remove those signs on Dixie Highway.

Name & address inaudible, spoke in opposition to the proposed resolution and commented on various obstacles in her community.

Laura Stephens, 82 Centennial Court, Deerfield Beach, spoke in opposition of the proposed resolution.

Tameisha Hoggins, 109 Freedom Court, Deerfield Beach, spoke in opposition of the proposed resolution.

William Lane, 11 Tilford A, Deerfield Beach, asked if there is a requirement to care for the billboards once installed.

Julie Sasvari 1227 SW 25th Avenue, Deerfield Beach, said the way to fix the problem is getting rid of the signs on Dixie Highway instead of removing and installing a new one.

Marlene Kimmelman, 1048 SW 42nd Avenue, Deerfield Beach, spoke in opposition to the proposed resolution.

DEPARTMENTAL BUSINESS – CONTINUED

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in opposition to the proposed resolution and said campaign contributions should be outlined by each commissioner tonight. Further, she recommended billboard placement at Military Trail and 10th facing north as a better location and disagreed with the annual payment proposed by Clear Channel.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said the removal of billboards along Dixie Highway would be an improvement for the corridor. She said she supports the new billboard if that is the only way to remove the billboards along Dixie Highway; however, if there is a way to remove the billboards without the agreement, she would vote no.

Cathy Novello, 408 Freedom Court, Deerfield Beach, spoke in opposition to the proposed resolution as light will blare into the community and will be a huge distraction to drivers. She also commented on the other projects that will dampen the community's quality of life.

Vice Mayor Hudak left the dais temporarily at 9:43 p.m. and returned at 9:45 p.m.

Mayor Ganz closed the public hearing and said that the condition of the billboards on Dixie Highway also fall on him, not only Vice Mayor Hudak. Also, it is not wise to reward a company for removing an asset that they have already abandoned. He also spoke about the traffic accidents along SW 10th Street whereas, the billboard will compound the issues; thereafter, he outlined research he obtained regarding banning billboards. Furthermore, he also commented on selfish motives for those supporting the illuminated billboard and using the money to support another district that would not be impacted.

Vice Mayor Hudak left the meeting temporarily at 10:01 p.m. and returned at 10:02 p.m.

Mr. Backman thanked everyone for the civil discussions and reiterated the intent of the resolution, removal of four signs and installation of a new billboard. He agreed that the location chosen is an excellent location and 45 years ago, Dixie Highway was the best north south corridor. He said removing the signs on Dixie Highway and placing the proposed sign along the corridor is a better location and will become a major corridor because of the expected expansion of the Sawgrass Expressway. He explained why the signs are in their current condition and because the signs are legally non-conforming signs they are limited by how much can be done to them. Although they can maintain the signs, they are unable to make any infrastructure improvement to the signs because once they get to a state of disrepair, they cannot repair them, unless from a storm or something of that nature.

Mr. Musica responded to comments made by the Commission and public; billboards in Philadelphia and Sweden, various studies regarding how long people look at billboards when driving, light pollution and effect on animals and sleep, and other considerations.

Commissioner Drosky said there are a total of 32 e-mails opposing the billboard and explained that there is a win-win in this scenario. Furthermore, this is not about one district against another, as this is one city and the common enemy is the company. He reiterated using code enforcement and pursuing removal through the County's unsafe structures. Additionally, he recommended working with Clear Channel to have them relocate the location in a commercial corridor, away from residential.

Vice Mayor Hudak agreed with Commissioner Drosky about the City being one. He asked if the City has any other alternatives to remove the Dixie Highway signs within 20 years.

Mr. Soroka replied that reporting to Code Enforcement for maintenance purposes maybe an option, but there are limitations because the magistrate is not going to order the signs to be removed.

Vice Mayor Hudak commented on home values and advised that he would not recommend a billboard for the Cove because there are thousands of residents next to the Cove within 50 feet. He said the decision is to either go support the proposed resolution or vote no and keep the other eyesores for another 20 years.

Mayor Ganz continued to discuss the consequences of supporting this resolution and asked for full support of the Commission.

DEPARTMENTAL BUSINESS – CONTINUED

In response to Vice Mayor Hudak's question, Commissioner Drosky replied that the Broward County Unsafe Structures Board is viable and he will fight to remove those billboards. Additionally, he reiterated working with the applicant to find another location.

Mr. Soroka advised that the City has an unsafe structures chapter within the Code and provides that buildings or structures that become unsafe, unsanitary or deficient in adequate facilities for means of egress or constitutes a fire or windstorm hazard, or illegal or improper use, occupancy or maintenance which do not comply with the provisions of the applicable minimal housing code or have been substantially damaged by the elements, acts of God, fire exposure or otherwise shall be deemed unsafe and a permit shall be obtained to demolish the structure. Ultimately, the Building Official makes the determination about whether it qualifies as an unsafe structure under the Florida Building Code and other codes; if made, there is a process for an appeal before the Unsafe Structures Board, followed by a hearing to present evidence for both sides, the City, the property owner/tenant, then a decision would be made.

MOTION was made by Commissioner Drosky, seconded by Commissioner Preston, to deny Item 9.
Roll Call:

Yeas: 4 - Commissioner Drosky, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 1 - Commissioner Parness

After the roll call, Commissioner Parness left the meeting at 10:32 p.m. an Mayor Ganz called for a five-minute break before the remaining items were discussed.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

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 Preston, to approve Items 2 – 8 of the Consent Agenda. Roll Call:

Yeas: 4 - Commissioner Drosky, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

- 2. Resolution 2022/101 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, granting a 10 foot by 10 foot utility easement on the southeast corner of State Road A1A and NE 2nd Street to Florida Power & Light Company for the S-Curve Utility Undergrounding and Streetscape Project; authorizing execution of the Easement; providing for implementation, conflicts, and an effective date.**
- 3. Resolution 2022/102 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Qualifications #22-12-JW for executive recruitment services to the three responsive and responsible proposers; providing for execution of contracts for recruitment services on an as needed basis; and providing for an effective date. (*Funds from Other Contractual Services accounts*)**
- 4. Resolution 2022/103 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Gladstone & Associates, LLC for consulting services for the Community Services Department for a one-year term in an amount not to exceed \$45,175.00, with one, one-year renewal option; waiving the**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

requirements for competitive solicitations set forth in Sec. 38-127 of the Code of Ordinances; authorizing execution of the Agreement; providing for an effective date. (*Funds from Account #001-1701-564-32-99 - Other Contractual Services*)

5. **Resolution 2022/104 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for Fiscal Year 2021-2022 Disbursement of HOME Program Funds for the Homebuyer Purchase Assistance Program in the amount of \$230,781.00; providing for execution; providing for implementation and an effective date.**
6. **Resolution 2022/105 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Piggyback Contract with ER Tech Systems Group, Inc. dba Broadcast Systems, utilizing General Services Administration Contract #GS-07F-173GA for the West Water Treatment Plant Site Security Project; authorizing the expenditure of funds in an amount not to exceed \$267,489.38 for Phase III of the Project; providing for execution and an effective date. (*Funds from Account #413-5000-536-60-31 - Improvements other than Buildings*)**
7. **Resolution 2022/106 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Third Amendment to the Tower Site License Agreement with NCWPCS MPL 25-Year Sites Tower Holdings LLC for the tower located at NE 2nd Street; consenting to the sublease with Dish Wireless, LLC; authorizing execution of the Third Amendment; providing for an effective date.**
8. **Resolution 2022/107 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Second Amendment to the Tower License Agreement with NCWPCS MPL 28-Year Sites Tower Holdings LLC for the tower site located at 200 Goolsby Boulevard; consenting to the sublease with Dish Wireless, LLC; authorizing execution of the Second Amendment; providing for an effective date.**

DEPARTMENTAL BUSINESS – CONTINUED

10. **Resolution 2022/109 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting an official city flag; providing for an effective date.**

The Resolution was read by title only.

David Santucci, City Manager, thanked the Public Affairs & Marketing Department for their efforts in producing the flag renderings; which were presented to the Commission. After individual polling, a majority of the Commission selected the first choice.

Vice Mayor Hudak spoke in support of Option A, first choice.

Commissioner Preston said upon adoption, he would like the City's flag along with the American flag at every park in the City.

Commissioner Drosky asked if a plan is in place to roll out Commissioner Preston's recommendation and whether the park poles can support numerous flags. He advised of a possibility of flying the State flag along with the City flag.

Mr. Santucci explained that he has not had an opportunity to research; notwithstanding, there are existing areas in the City, i.e. Central City Campus, with three distinct flag poles and staff is ready to fly the City flag. It is not customary to fly another flag below the American or State flag, but to erect separate flag poles;

DEPARTMENTAL BUSINESS – CONTINUED

therefore, poles would have to be constructed in additional areas. He reminded the Commission that in some instances, the State and City flag would be flown. Based on Commissioner Preston's comments, the flag would be in every park, including neighborhood and pocket parks which requires maintenance by personnel as well as lowering the flags when needed. Currently, flags are displayed at larger parks with available staff to raise and lower the flags, which may be a wise alternative. Furthermore, additional flag poles would be erected to include locations where the American is located, accompanied by the State and City flags. He advised that additional research is needed and will respond to the Commission once done.

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

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to approve Item 10, first choice, adopted Resolution 2022/109. Voice Vote:

Yeas: 3 - Commissioner Drosky, Commissioner Preston, and Vice Mayor Hudak

Nays: 1 - Mayor Ganz

11. Resolution 2022/110 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, supporting the installation of an outdoor fitness court with artwork; providing for implementation and an effective date.

The Resolution was read by title only.

Teresa Rynard, Director of Parks & Recreation, provided a brief PowerPoint presentation outlining the process in applying for a distinction that included a fitness court and artwork. Ms. Rynard outlined the history of the National Fitness Campaign and their focus on areas with the greatest health disparity throughout the Country and North America. The outdoor fitness court is 35 feet X 35 feet and includes a full body training system, 30 individual pieces and used by 28 users simultaneously. Additionally, there is a free fitness app available to everyone from beginner level to Elite Force Training to use at the court, challenges can be done via a national leaderboard. Certified ambassador training is available for up to 12. Thereafter, Ms. Rynard provided a brief history of the artist, Jean-Michel Basquiat, and the campaign which was only open to 10 cities by invitation. The art chosen is called Johnny Pump, which is New York slang for fire hydrant, and the piece sold in 2020 for \$100 million. Lastly, Ms. Rynard displayed the location which is along Pastor Ford Linear Park along with a digital display of the proposed rendering.

Thereafter, Ms. Rynard entertained questions of the Commission.

In response to Commissioner Drosky's question, she replied that the open side and wall side would be perpendicular to the road; therefore, coming eastbound on SW 10th Street, the mural will be seen as you get closer, you will see the court, which allows the mural to be exposed.

Mayor Ganz opened the public hearing.

Terry Scott, 180 SW 3rd Avenue, Deerfield Beach, spoke in support of the Resolution and thanked Ms. Rynard for her work in the City.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Hudak, to approve Item 11, adopted Resolution 2022/110. Roll Call:

Yeas: 4 - Commissioner Drosky, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - No Report.

CITY MANAGER

Broward County School Board – David Santucci, City Manager, advised that he received a notification on June 8th from Superintendent Cartwright's office regarding the principal selection for Deerfield Beach High School; whereby, a meeting was scheduled for Monday, June 13th at 6:30 p.m., at Cathedral Church of God. Mr. Santucci said he learned that not all residents are open to attending public meetings at a church; therefore, he contacted the Government Affairs Office and explained that choosing a facility not common to the general public should be reconsidered. When he received a response from the Office's representative, Mr. Santucci recommended Deerfield Beach High School or another public center so that no resident would feel unwelcome. He advised that this was the only involvement from the City.

12. Presentation regarding the status of drainage projects.

SE 8th Avenue - Priscilla Cygielnik, Director of Environmental Services, provided a PowerPoint presentation outlining the conditions for various projects throughout the City, recent flood events, improvements, project status, next steps, and the 2022 FSA Stormwater Utility Report that was recently published for all municipalities. Ms. Cygielnik outlined the existing conditions for SE 8th Avenue; whereas, through FEMA grant funding, a 30% conceptual drawing, as part of the Master Plan, was achieved. This area is prone to frequent flooding and the goal to develop a cost effective and feasible engineering solution to address flooding. Funding was appropriated through the American Rescue Plan Act and is appropriated for design and construction. She then outlined the problems existing on SE 8th Avenue; level of service (LOS) deficiencies due to inactive drainage infrastructure, low volume grades, and others. As residents have experienced, staff was able to confirm that the main line that drains the area does not have capacity to drain when there are peak flows.

Continuing, Ms. Cygielnik said the existing as-built drainage is inadequate as there are not enough exfiltrations, trenches, pipes, catch basins, etc., to hold the water and provide capacity. The outfall is to Little Harbor, so when the water is above the drainage outlet, the water does not have any where to flow. The goal of the project is to provide added capacity which will be done with increased catch basin pipes, so the water is stored in ground and will reduce the impact on the road when traffic is at a high. Ms. Cygielnik provided topographical images of SE 8th Avenue to demonstrate depressed areas for flooding. Thereafter, images were shown of SE 8th Avenue after a flood event and reiterated the recommendations for SE 8th Avenue. Lastly, the SE 8th Avenue project has been awarded to Craig A. Smith & Associates, Inc., and funded through the American Rescue Plan as approved by the City Commission on April 19, 2022; the project is estimated at \$2.44 million with a 60% design submittal by September 2022 and a public presentation in Fall 2022.

Deer Run - Next, Ms. Cygielnik presented issues associated with Deer Run and provided a background on the area. Deer Run was a top priority capital project, due to frequent flooding and the goal is to develop a cost effective and feasible engineering solution for flooding; it is also funded through the American Rescue Plan. The flooding problem stems from inadequate drainage structure; whereas, there are not sufficient catch basins and pipes. There is very limited exfiltration pipe that drains to a stormwater retention pond on the western portion of the subdivision, which does not have adequate drainage. Ms. Cygielnik outlined the as-built drainage system which is not consistent throughout the neighborhood. The topographical map illustrated a flat area so the water does not have anywhere to go. Also, she displayed a photo after a recent flood event and the impact to the neighborhood. She outlined the recommendations: upsize existing drainage infrastructure, construct new drainage, as well as construct a stormwater gravity outfall and outfall to Quiet Waters Park by constructing a stormwater pump station at a neighborhood pocket park. She advised that the pump station will reduce the travel time to the outfall. Lastly, the project status was outlined: City Commission Approval was awarded to Thompson & Associates, Inc. on April 19, 2022; 60% design plans are scheduled for early fiscal year 2023; the estimated cost is \$3.6 million and partial funding from the American Rescue Plan.

COMMENTS BY ADMINISTRATION & LEGAL – CONTINUED

NW 45th Street & Crystal Lake Drive – Ms. Cygielnik presented issues associated with Crystal Lake Drive and 45th Street as identified in the Master Plan. Ms. Cygielnik provided a brief background on the area which was funded with the FMA Grant that developed up to 30% design documents. The intent is to develop underground drainage infrastructure prior to a local agency program project with FDOT that will construct road improvements for Complete Streets. The problem is similar to others, a lack of drainage infrastructure and inadequate outfalls. The intent is to build infrastructure where its lacking and provide positive drainage to the lake. There is limited as-built drainage in the area which was demonstrated on the topographical map as most of the area is flat. Ms. Cygielnik outlined the recommendations: reduce the severity of flooding which was done by providing an improved outfall at Crystal Lake Drive and a new outfall for NW 45th Street to Sailboat Lake. The project was recently awarded to Stantec Consulting, approved by City Commission on April 5, 2022, with an estimated cost of \$2.6 million and funded in Fiscal Year 2024.

FSA Report 2022 – Ms. Cygielnik said the report was received last week and shows the City's comparison to other cities and the overall average need. She said over five years, communities estimate an average need of \$18.9 million; when staff developed the CIP the estimate resulted in approximately \$18.8 million in needs; however, the plan is to tackle projects over a 10 year term. Thereafter, she listed month rates for stormwater utility fees. Thereafter, Ms. Cygielnik entertained questions by the Commission.

In response to Commission Preston's question, Ms. Cygielnik replied that College Park, NE 1st Terrace, is on the radar and though staff tried to secure Hazard Mitigation Grant Funds, it was unsuccessful this year. Additionally, she advised that College Park is a top priority in the Master Plan which is why staff applied for grants. Unfortunately, during the grant process, they were unable to demonstrate the cost benefit to FEMA which is required; nevertheless, other funding options will be pursued. Furthermore, American Rescue Plan was not identified for that community when the projects were prioritized like SE 8th Avenue and Deer Run. CSLIP funding through FDOT was the impetus for getting NW 45th Avenue and Crystal Lake Drive completed; however, they will not pay for underground storm drainage which has to be complete before the road change.

Commissioner Preston continued to ask questions regarding a resident who commented on the flooding in College Park and the impact it has on her property. He asked if a berm can be built.

Ms. Cygielnik replied that the area needs undergrounding and funding must be sought out. She said property owners can find ways to bring relief to their properties, but staff can only continue to seek funding for underground infrastructure improvement.

David Santucci, City Manager, advised that he will have Ms. Cygielnik and staff reach out to the resident to determine if minor modifications can be made to alleviate the issue.

In response to Commissioner Drosky's question, Ms. Cygielnik replied that the kickoff meetings are internal administrative affairs to discuss the process and get a consultant on board with the Master Plan recommendations, then a pre-development meeting is set up with the County as their permission is needed. Further, having the meetings will ensure that what staff is proposing is feasible.

Commissioner Drosky asked that the public meetings be placed on the Commissions' calendar when possible.

There was a brief discussion regarding storm events and temporary measures to reduce flooding in certain areas in the City.

COMMENTS BY MAYOR & CITY COMMISSION**COMMISSIONER DROSKY****DISTRICT 4**

Smoking Ban at Public Beaches & Parks – Commissioner Drosky said the Governor signed the bill allowing municipalities to regulate smoking at parks and beaches. He recommended a draft ordinance and giving

COMMENTS BY MAYOR & CITY COMMISSION – CONTINUED

the City Attorney an opportunity to research other municipal actions in this regard.

Mayor Ganz commented on the difficulty with enforcement.

Commissioner Drosky agreed, but would like to proceed.

Florida League of Cities – Commissioner Drosky said the FLC's 100th year anniversary is upcoming and he would like a proclamation created and asked that Vice Mayor Hudak take it with him to the conference in August.

Independence Day – Commissioner Drosky wished everyone a safe and happy 4th of July celebration. He also advised that there will likely be many visitors due to demand.

Billboards – Commissioner Drosky said he would be willing to assist with actions on the old billboards in District 1. He asked the City Attorney to approach the applicant (Item 9) to discuss other locations for the illuminated billboard. Thereafter, he reiterated the deplorable conditions of the billboards and the desire for City Attorney involvement.

COMMISSIONER PRESTON**DISTRICT 2**

Juneteenth – Commissioner Preston applauded staff on the Juneteenth event and said many people commented on having a parade. The parade would build momentum for the event as people would have already gone to the park after the parade instead of waiting for everyone to come.

Football Camp – Commissioner Preston said three (3) NFL players are hosting a football camp this Saturday from 10:30 a.m. – 12:30 p.m. at Oveta McKeithen Recreational Complex; thereafter, food will be available. He said all the players were previously part of the Packer Rattlers and want to give back to the community.

Cool Zone – Commissioner Preston said a cool zone was needed at the Juneteenth event as everyone complained about the heat and if it were incorporated and advertised, the event would continue to grow. Lastly, the event was seen on two local channels, 7 and 10.

Vice Mayor Hudak said maybe additional landscaping for the event would be helpful as it would provide more shade; furthermore, he applauded the event's success.

VICE MAYOR HUDAK**DISTRICT 1**

Airbnb – Vice Mayor Hudak said there is a home in his community that recently sold and is still being used as an Airbnb. Over the weekend, there was a party with over 200 people in a two-bedroom home which created a lot of chaos. He advised that the police were attentive to the matter and it was handled exceptionally. He encouraged people to call the police in these situations as they should not have to deal with these type disruptions.

Financial Disclosure (Item 9) – Vice Mayor Hudak advised that Scott Backman contributed to his campaign.

MAYOR BILL GANZ

Juneteenth – Mayor Ganz applauded the event and the only thing he did not see was the tent previously used. He also commented on the event being around Father's Day weekend and suggested researching another day, so it is not competing against other events. Furthermore, he said parades shut off access for businesses and people would be unable to patronize. As such, he does not favor parades because people would likely blame Juneteenth as the reason; notwithstanding, he agreed that something should be done and recommended something similar to a Jamboree to get everyone out at the beginning of the event.

Independence Day – Mayor Ganz said he believes Boca Raton will be doing fireworks, which may help as

COMMENTS BY MAYOR & CITY COMMISSION – CONTINUED

it will bring others to their city, but it could be a detriment to the City.

Education Advisory Board – Mayor Ganz said he does not understand why the Chair of the Board decided to attend a meeting by a self-proclaimed activist who does not own property in the City, nor have children in the school system. Although he understands the friendship, the Chair decided to go to this meeting instead of a meeting where the Broward County School Board Superintendent was present. Furthermore, Mayor Ganz said it would have been better for the Chair to hear directly from the Superintendent instead of someone who has no bonds to the City. Lastly, he said if the Chair were his appointee, he would remove the person.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Hudak, to adjourn the meeting at 11:33 p.m. Voice Vote:

Yeas: 4 - Commissioner Drosky, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk



Meeting Minutes Community Redevelopment Agency

Tuesday, April 12, 2022

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 7:01 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present: 5 - Mr. Todd Drosky
Mr. Bernie Parness
Mr. Ben Preston
Vice Chair Michael Hudak
Chair Bill Ganz

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

PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - December 14, 2021

MOTION was made by Mr. Preston, seconded by Vice Chair Hudak, to approve the December 14, 2021 minutes as submitted. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

April 12, 2022

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

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

GENERAL ITEMS

- 1. CRA Resolution 2022/001 - A Resolution of the Community Redevelopment Agency of the City of Deerfield Beach, Florida, designating Michael Hudak as Vice Chair of the Board of the Deerfield Beach Community Redevelopment Agency; providing for an effective date.**

The Resolution was read by title only.

There was no discussion amongst the Board.

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

MOTION was made by Mr. Parness, seconded by Mr. Preston, to approve Item 1, adopted CRA Resolution 2022/001. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

- 2. CRA Resolution 2022/002 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving a Job Order Contract with Team Contracting, Inc. for the construction of the main beach parking lot concrete seating utilizing the Sourcewell, Inc. Indefinite Delivery-Indefinite Quantity Construction Contract #FL-R10-GC03-111821-TCI in an amount not to exceed \$286,059.12; authorizing a budget transfer within the CRA Capital Improvements Fund in the amount of \$37,000.00 from the infrastructure and capital improvements account to the main beach parking lot account; providing for execution and an effective date. (Funds from Account #190-8000-552-63-08 - Main Beach Parking Lot)**

The Resolution was read by title only.

Kris Mory, Director of Economic Development, explained that the project includes amphitheater styling seating at the main beach parking and paver improvements on Ocean Way; thereafter, a photograph was displayed. She stated that job order contracting is being utilized due to the project size and to expedite the project.

There was no discussion amongst the Board.

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

MOTION was made by Mr. Parness, seconded by Vice Chair Hudak, to approve Item 2, adopted CRA Resolution 2022/002. Roll Call:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

- 3. CRA Resolution 2022/003 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the award of Invitation to Bid #22-14-JW for the Island Mobility Improvements Project to Magnum Construction Management, LLC d/b/a MCM; approving a budget line item reallocation within the Capital Projects Fund in the amount of \$266,000.00 from the Sullivan Park Facility Project to the Island Mobility Project; authorizing execution of an agreement with Magnum Construction Management, LLC d/b/a MCM, the sole responsive and responsible bidder, in an amount of \$1,212,354.98 with a 5% contingency of \$60,617.75, for a total not to exceed amount of \$1,272,972.60; providing for implementation and an effective date. (Funds from Account #190-8000-559-63-04 - Infrastructure and Capital Improvements)**

GENERAL ITEMS - CONTINUED

The Resolution was read by title only.

Kris Mory, Director of Economic Development, explained that the Island Mobility Project includes transportation and ADA components; whereas, the area is noncompliant, and lacks transportation facilities for beach patrons. Thereafter, a photograph of the proposed project was displayed. Unfortunately, only one (1) bid was received, which was significantly over the cost estimate.

Chair Ganz said the project is needed but expressed concerns with the cost, specifically, \$180,000 for the bus shelter; therefore, he suggested possibly combining projects to expand the competition.

Vice Chair Hudak agreed, as construction costs are up. He asked if other projects have been identified to combine with this project and rebid.

Ms. Mory replied that staff is working on bringing the S-Curve Undergrounding and Streetscape Project forward, which is directly adjacent to this project, but includes a civil component. Further, she said these projects are similar and being adjacent to one another could potentially provide a cost savings.

Mr. Drosky said the project only received one (1) bid and should the projects be combined and rebid, there is a possibility that no bids are received or a possibility that costs continue to increase. Therefore, he advised that he will rely on staffs' expertise as to whether they feel the project should move forward as is or be rebid.

Mr. Parness said history has shown that the market fluctuates but agreed that more bidders should be involved. Thereafter, he commented on companies requiring more than one (1) bid and suggested rebidding the project to see if additional companies come forward.

Mr. Preston said staff has vetted the process and should the project be rebid, there is no guarantee that additional companies will come forward and costs could increase.

David Santucci, City Manager, said this is a small civil project, which is probably why only one (1) bid was received; nevertheless, if projects were combined, it would increase the competitive pool and assist the economy of scale for mobilization, general conditions, insurance, etc. but would not help with costs associated for labor, supplies, etc.

Chair Ganz opened the public hearing.

Elliot Press, Chief Operating Office and Principal for MCM, said although MCM was the only bidder, they are the right company for the job; nonetheless, he understands the concerns for the cost increase, but unfortunately, this is how the market is and if the Board decides to not award the project to MCM, they will continue to bid on the project moving forward. Thereafter, he commented on a similar situation in Miami when the County rebid a project that resulted in a million-dollar cost increase. Mr. Press advised that this project was competitively bid, as MCM predominately bids public work; nevertheless, he respects the budget and staff's work and hopes the project will move forward. Lastly, he said the costs are broken down in unitary pricing and if a better breakdown is needed, it can be provided.

Mayor Ganz closed the public hearing.

**MOTION was made by Mr. Drosky, seconded by Mr. Preston, to approve Item 3, adopted CRA Resolution 2022/003.
Roll Call:**

Yeas: 3 - Mr. Drosky, Mr. Preston and Chair Ganz

Nays: 2 - Mr. Parness and Vice Chair Hudak

GENERAL ITEMS - CONTINUED

4. **CRA Resolution 2022/004 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the award of ITB #22-07-PC for the Ocean Way Bollard Replacement Project to the sole responsive and responsible bidder, Miller Electric Company; approving a budget line item reallocation within the Capital Projects Fund in the amount of \$1,408,500.00 from the Sullivan Park Facility Project to the Ocean Way Bollard Project; approving and authorizing execution of a contract with Miller Electric Company for the project in an amount not to exceed \$2,368,443.00; and providing for an effective date. (Funds from Account #190-8000-559-63-04 - Infrastructure and Capital Improvements)**

The Resolution was read by title only.

Kris Mory, Director of Economic Development, stated that as a result of the successful project at the Kirk Cottrell Pavilion, FWC has approved the implementation of this pilot project throughout the entire beach area. Thereafter, a photograph of the proposed project was displayed. She advised that only one (1) bid was received, which was over budget due to it being a pilot project.

Mr. Drosky said this is a similar situation as the previous item and should this item be approved as well, the Board will be over budget by \$800,000. He stated that in an earlier conversation with Ms. Mory, it was suggested that the Sullivan Park Project be delayed to FY24, which he agreed since the Island Mobility and Ocean Way Bollard Replacement Projects have been the Board's main priority for some time now. Further, Mr. Drosky stated that these decisions will impact other projects, which he is unhappy about, but unfortunately, this is the state of the economy right now.

Vice Chair Hudak spoke in support of the project, as bollards provide safety and the current ones are failing; however, he asked for confirmation that the new bollards are sturdier, provide better working conditions and more than one company can maintain them.

Ms. Mory said lessons were learned from the last bollards, whereas, the new ones are stronger, bigger and the lighting system is more durable. Further, she said the bid price contains 20 additional standalone bollards, so should one get damaged it can be replaced immediately.

Chair Ganz opened the public hearing.

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, asked if the landscaping around the bollards can be properly maintained, so the brightness of the bollards is not hindered.

Chair Ganz closed the public hearing.

In response to Chair Ganz's question, Ms. Mory replied that the Island Mobility and Ocean Way Bollard Projects are around \$800,000 over budget but funding is available; additionally, the Sullivan Park Project will be pushed to FY2024 which isn't bad because staff will need time to create the organization, design and permit the building, etc.

Chair Ganz agreed with delaying the Sullivan Park Project, as the two (2) other projects are higher priority. Although, he does not agree with the price increases for either of the projects, not moving forward could create bigger issues.

MOTION was made by Vice Chair Hudak, seconded by Mr. Parness, to approve Item 4, adopted CRA Resolution 2022/004. Roll Call:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

GENERAL ITEMS - CONTINUED**6. Update regarding the Sawgrass to Seagrass Experience at Sullivan Park.**

Item 6 was discussed prior to Item 5.

Kris Mory, Director of Economic Development, introduced, Patxi Pastor, President and CEO of the Guy Harvey Ocean Foundation. Thereafter, a PowerPoint presentation was displayed. She stated that since 2021, staff has been researching ways to create a 501c3 to organize and implement the Sawgrass to Seagrass Experience. She briefly commented on staff's tour of the St. Lucie County Aquarium, which is also run by the Smithsonian Institution. Further, the presentation will be outlined in three (3) parts: organizational structure, staffing and operational costs for running the Exploratorium, and the implementation schedule. Ms. Mory said the planning team consists of CRA, Sustainable Management, Patxi Pastor, B&A, and BaseMint, who is a proposed new partner that will be introduced and explained by B&A. The organizational structure would consist of a chair, co-chair and board of directors, which would include potential partners, i.e. Guy Harvey Ocean Foundation, Ron Bergeron Everglades Conversation, FWC, JM Family, etc., that provide sponsorships.

Ms. Mory said once the Board is established, they would need to hire an executive director, who would begin forming sub-committees for development, marketing, fundraising and education. The educational component is extremely critical to the Exploratorium; fortunately, the Guy Harvey Ocean Foundation has one in place which would potentially be brought forward as part of this partnership. The development team would initiate a capital campaign through galas, events, direct solicitation and donations, and grant writing. Marketing consists of taking the brand/image/message to the public through digital and traditional social media and graphic artist/videographer. Further, contractual support would consist of legal, accounting, transportation, cleaning, grounds, and maintenance.

Vice Chair Hudak temporarily left the dais at 7:56 p.m. and returned at 7:58 p.m.

Mr. Pastor commented on the importance of educating the youth and public on the maritime industry, as it is a \$13 billion economic engine; so, the creation of this partnership has great potential.

Continuing, Ms. Mory outlined the preliminary budget. The staffing plan would be around \$840,000 and operations would be just over a half a million dollars. Potential revenues would consist of entrance fees - weekdays - \$200,000; entrance fees - weekends - \$280,000; and memberships - \$30,000. Ms. Mory said staff, along with the Guy Harvey Foundation, want to assure that the facility is accessible to all income levels by allowing free admission like the St. Lucie Aquarium does on Tuesdays. Further, she said the potential partnership with Guy Harvey will allow for co-branding, so a gift shop is being proposed as an additional revenue source. The facility could also potentially be utilized as a rental space for special events; for a total proposed revenue source of \$672,000. Ms. Mory stated that the total cost for running the facility would be around \$1.4 million/year, which is more than the revenue, so the organization would need to raise an additional \$730,000/year through grants, sponsorships, etc. Furthermore, staff looked at other business models and was advised that in order to open the doors on this facility, there should be at least three (3) years of operational costs banked, which would be over \$4 million.

Mr. Pastor stated that you must be conservative when throwing numbers around, but the comments and feedback that have been received thus far are extremely positive; therefore, he does not foresee there being issues with retrieving and sustaining the funds overtime.

Lastly, Ms. Mory outlined that proposed scheduled: consideration of the Board to approve a scope of services for the design of the Exploratorium, three (3) month turnaround for staff to generate three (3) interior design options, which will be included in the sponsorship formation. The proposed design completion is December 2022, followed by permitting and bidding, starting construction around June 2023, anticipated grand opening December 2024. Further, she explained that although the additional expenditures made this evening pushed this project back, it is not detrimental.

Mr. Pastor said some of the components within the schedule may be accelerated, but it is better to be conservative. Further, although there is a deficit with this project because of the other projects, he is very optimistic that companies will step up and be a part of this project.

Mr. Drosky said he visited the Manatee Lagoon in Riviera Beach, which was similar but did not have an entrance fee and asked how that works.

GENERAL ITEMS - CONTINUED

Mr. Pastor replied that the title sponsor for that facility is FP&L; whereby, there isn't a fee due to deficit financing. He expressed the importance of forming partnerships with large corporations, as their buy-in is important for the success of the facility. Thereafter, he commented on a facility in Tampa that is sponsored by Teco People's Gas and is the largest attended venue in the State without an admission price.

In response to Chair Ganz's question, Ms. Mory replied that the additional costs for the other two (2) projects are not critical to this project's timeline.

5. CRA Resolution 2022/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the Work Authorization with Bermello Ajamil & Partners, Inc., for creative conceptual design services for interior spaces of the Sullivan Park Facility Phase II Project in an amount not to exceed \$88,750.00; authorizing execution of the Work Authorization; and providing for an effective date. (Funds from Account #190-8000-559-63-04 - Infrastructure and Capital Improvements)

The Resolution was read by title only.

Kris Mory, Director of Economic Development, introduced James Bowers, Bermello Ajamil & Partners (B&A), architect.

Mr. Bowers provided a brief PowerPoint Presentation. He stated that B&A has partnered with Basemint Creative and outlined the team, as well as brands they previously worked with, i.e. Disney, Universal, SeaWorld, NBC, etc. The main focus for this project will be themed areas, recreation, retail and entertainment and education. The two (2) components for this project are creative and technical; whereby, the creative side focuses on the creation of the concept and assuring the story is brought into the entire process for users. Once the creative side is completed and approved, the team will dive into the technical side which focuses on program development, master planning, and applying it to the project. Thereafter, he outlined notable projects completed by the team, Jimmy Fallon Race Through NY for NBC, the Fast & Furious in Orlando and Beijing, and the Sesame Street at SeaWorld in Orlando. Further, Mr. Bowers said specialty integration is key, as it makes the project unique for users to remember, and can be done through projection mapping, special effects, interactive experiences, sound, and specialty lighting. Thereafter, he displayed the projects previously mentioned and the work that went into each. Lastly, Mr. Bowers said the team is looking forward to bringing this exciting project to fruition.

Vice Chair Hudak spoke in support of the project.

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

Mr. Drosky asked that staff keep the Board engaged with the process.

**MOTION was made by Mr. Drosky, seconded by Mr. Parness, to approve Item 5, adopted CRA Resolution 2022/005.
Roll Call:**

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

7. Presentation regarding the FY 2021 Annual Report.

Kris Mory, Director of Economic Development, advised that the CRA has filed the FY2021 Annual Report with the State of Florida, which is a statutory requirement; thereafter, she displayed the report.

In response to Chair Ganz's question, Ms. Mory replied that the fishing pier improvements will be outlined in the mid-year accomplishments and are expected to be completed in two (2) months.

GENERAL ITEMS - CONTINUED**8. Presentation regarding Fiscal Year 2022 Mid-Year Accomplishments.**

Kris Mory, Director of Economic Development, outlined the FY22 mid-year accomplishments via PowerPoint. The budget allocation consists of operating, debt services, contractual services, programs and capital projects. Thereafter, she listed the capital improvement projects: island mobility and ADA compliance; S-Curve undergrounding and streetscape, which is in the final phase of redesign and will be bid within 30 days; main beach parking lot railing and seating; Ocean Way bollards; warranty work, which includes the inground LED lights on the S-Curve and the touch screen at the Kirk Cottrell Pavilion; Sullivan Park Facility research and development; and main beach parking lot wayfinding. Ms. Mory also outlined various programs: fishing pier improvements which consist of signage showcasing fish art, the City's accomplishments, volleyball community, and the brag board which will be completed in two (2) months. Other programs include public art, community policing, boat parade, Ocean Way holiday, and professional development and networking.

Continuing, Ms. Mory said the estimated FY22 carryover is approximately \$7.2 million and the estimated FY23 new tax increment revenue is \$4.8 million for an estimated available tax increment revenue of just under \$12 million; however, the debt service is \$1 million, regularly funded programs and operating expenses is estimated at \$1.3 million and other contractual services is estimated at \$350,000. Therefore, the projected tax increment funding available for capital projects is approximately \$9.1 million. Thereafter, she outlined the FY23 priority projects and their costs: S-Curve utility undergrounding and lighting is approximately \$2 million, Ocean Way bollards - \$2.4 million and island mobility and ADA improvements - \$1.2 million; with \$3.4 million remaining. The Sullivan Park Facility is estimated at \$3.6 million and will not be feasible in FY23; however, as previously discussed it can be funded in FY2024.

ADMINISTRATION COMMENTS**CRA DIRECTOR**

Boat Parade - Kris Mory, Director of Economic Development, presented the Board with the Boat Parade Award.

CITY MANAGER

None.

CITY ATTORNEY

None.

BOARD COMMENTS**MR. HUDAK**

None.

MR. PARNES

None.

MR. DROSKY

None.

VICE CHAIR PRESTON

None.

BOARD COMMENTS - CONTINUED**CHAIR GANZ**

Community Policing - Chair Ganz advised that improvements have been made, and thanked staff for ensuring adherence to the rules.

Thank You - Chair Ganz thanked CRA staff for keeping up with the projects and holding vendors accountable for the upkeep of the equipment.

PUBLIC COMMENT

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, commended CRA staff and thanked them for all they do.

ADJOURNMENT

MOTION was made by Vice Chair Hudak, seconded by Mr. Parness, to adjourn the meeting at 8:39 p.m. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

BILL GANZ, CHAIR

Samantha Gillyard, CMC, City Clerk

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, May 16, 2022
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

Chairman Denise Bryan
Vice Chair Laurence Gore (Arrived 6:42 PM)
Commissioner Scott Loesel
Commissioner Tyler Chappell (Arrived 6:50 PM)
Commissioner Hank Sarkis
Commissioner Mohamed "Mo" Tarifi
Commissioner Robert O'Neill

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain, Alexander Cuevas
District Accountant Robert Andrews
Commissioner Everett Marshall III, Lighthouse Point
Kimberly Longo, District Secretary

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 April 18, 2022 Regular Meeting Minutes was made by Commissioner Loesel and seconded by Commissioner O'Neill. Commissioner Sarkis requested an amendment on page 2 (Inlet Status Report paragraph - strike the words "after Hurricane Irma").

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner O'Neill	Yes

The Motion, as amended, to approve the minutes was approved unanimously. (5-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Loesel and seconded by Commissioner O'Neill for approval of all outstanding bills in the amount of \$118,900.38. The bills were reviewed and discussed in detail.

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner O'Neill	Yes

The motion to approve the outstanding bills was approved unanimously. (5-0)

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

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner O'Neill	Yes

The motion to approve current month's expenses was approved unanimously. (5-0)

Chair Bryan welcomed newly appointed Lighthouse Point Commissioner, Everett Marshall III to the meeting.

DREDGE LOG: Captain Draughon advised there was 11 hours of dredging time, resulting in about 4,950 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 drove the crane to the yard and picked up four (4) spare floating hoses and replaced two hoses;
2. Serviced the water pump and hydraulic hoses;
3. Replaced faulty bilge pumps; and
4. Performed preventive maintenance

Captain Draughon spoke about the broken support beam to a piling and advised that it is a simple fix and should be fixed tomorrow.

Captain Draughon advised that the Coast Guard was pulling out and repairing pilings outside of the Inlet Channel.

Captain Draughon discussed the Lighthouse Preservation Society who called on a Sunday and asked for access to the dock as they could not access due to shifting equipment. The Board discussed matters/issues that come up with the Lighthouse Preservation Society and being asked to handle during non-business hours.

Captain Draughon advised that a new piling is loose (total of 2, one missing and one is out). Captain Draughon has placed a call to Lovell Marine and is waiting to hear back from them. Chair Bryan advised that she and Attorney Tolces will reach out to them as well.

PUBLIC COMMENTS: No public comments.

NEW BUSINESS:

NORTH JETTY DISCUSSION: Attorney Tolces stated at the last meeting there was a discussion and Mayor Van Buskirk was present on behalf of BSO to express his concern regarding the North Jetty and whether or not the District could do anything as far as warning signs with respect to the Jetty. The Board asked Mr. Creed of Olsen Associates, Inc. to look into some type of proposal with respect to the North Jetty. Attorney Tolces stated that the Board was provided with a memo from Mr. Creed as part of the agenda packet where he is looking to put something together with respect to a proposal to design and permit three permanent safety signs seaward of the inlet's north jetty weir and will most likely need permits/authorizations from FDEP, US Army Corps. of Engineers, Florida Fish and Wildlife Commission, US Coast Guard and Broward County. His office is in the process of speaking with the agencies and trying to see if the District can do a minor modification to the Maintenance Permit rather than having to do a new permit process. Mr. Creed will provide more information next month.

The Board discussed liability issues with installing signage. Chair Bryan suggested that Mayor Van Buskirk and Attorney Tolces possibly meet with the Coast Guard regarding signage. Attorney Tolces advised that he will check with the Coast Guard and try to set a zoom call and have a discussion about what options there may be. Chair Bryan suggested that Commissioner Chappell be on that call as well.

UPDATE – ELBOW BARGE RFP: Captain Draughon discussed the proposals from RPS Barge Company and Bargeworx. He stated Bargeworx suggested that the District is overbuilding the barge and they can have an architect who can draw specifications for the barge and come back with a better price.

A motion was made by Commissioner Sarkis to have the architect from Bargeworx prepare drawings pursuant to Captain Draughon's specifications separately in the amount of \$3,500.00 and confirm that the District will own the drawings once prepared and seconded by Commissioner O'Neill.

Chair Bryan	Yes
Vice Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner O'Neill	Yes

The motion was approved unanimously. (7-0)

OLD BUSINESS:

COMMISSIONER COMMENTS: Commissioner Chappell advised that he will not be in town for the June and July meetings but available by zoom.

Commissioner Tarifi commented on Attorney Tolces' Memorandum back in 2020 to Jack Holland and the Board regarding issues with navigation guidance and wherein the memo clearly states that the District is not responsible to provide navigation aids.

GENERAL COUNSEL COMMENTS: Attorney Tolces advised that he will be out of town from May 31, 2022 to June 7, 2022. He stated that he will get with Captain Draughon regarding the marker and set a call with the Coast Guard.

Motion was made by Vice Chair Gore to adjourn the meeting and seconded by Commissioner O'Neill. The meeting was adjourned at 7:19 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary

Education Advisory Board (EAB)
Meeting Minutes
Wednesday, March 2, 2022
7:00 pm
Hillsboro Community Center

Call to Order and Roll Call

Chair Clarke – Reed called the meeting to order at 7:02 pm.

Members Present: Chair Clarke-Reed, District 2
Vice-Chair Michael Lubin, District 1
Dottie Plaut, Mayor
Katherine Brighton, District 4
Karen Shelly, District 3

Also Present: Vennillia Wyatt, City of Deerfield Beach
Donna DeFronzo, City of Deerfield Beach
Milton R. Collins, City Attorney's Office

Approval of Minutes

MOTION was made by Mr. Lubin and seconded by Ms. Brighton to approve the February 2, 2022, meeting minutes. The motion was CARRIED unanimously.

Guest Speaker

Chair Clarke – Reed introduced Principal Geoffrey Henning from Quiet Waters Elementary School.

Principal Henning stated that it's been very difficult over the past 18 months to get the kids back into school rhythms.

- 1100 students enrolled
- 2 Assistant Principals, 2 Guidance Counselors, Reading Coach, Math Coach, and ESOL teacher on staff
- 395 active ESOL students
- The school theme this year is 'Full Steam Ahead'
- They dropped 24 points in math and 8 points in reading
- To target the math deficiency, they instituted a math block every day from 9 am – 9:30 am kindergarten to 5th grade
- 4 school readiness teachers on staff that focus on student's reading
- Art, Music, PE, STEM, and Science programs

- They dropped to a “C” school in 2021 and by the looks of things this year they have approved. He is hopeful that they will be a high “B” this year
- He does as much as he can to support his teachers by having a coffee cart, water balloon fights and treats for Valentine’s Day, and lunches for all staff
- Safety is a top priority, they have two campus monitors and 1 armed guardian
- Social and emotional learning guidance counselor goes into every class and they teach the kids to do stress relief techniques and discuss feelings and emotions
- Principal Henning has 8 kids that he visits every morning to ensure that they are starting their day off well. There is a total of 40 kids that are on their radar and 4 other assigned staff visit their respective 8 students every morning as well.
- Rewards for attendance, IReady, math they will find a way to reward the kids
- PTA – they want to renovate the pre-k/kindergarten and first and second-grade playgrounds and it will cost \$200,000
- They have approximately 200 kids in the aftercare program

Chair Clarke – Reed opened the floor to public comments or questions from the board.

Mr. Lubin asked how many school buses drop off kids at Quiet Waters Elementary every day.

Mr. Henning replied that 15 school buses drop off kids every day and take them home every afternoon.

Chair Clarke – Reed opened the floor for public comments.

No public comments.

Chair Clarke – Reed introduced Renee Jaffe from the Early Learning Coalition of Broward County.

Renee Jaffe is the CEO of the Early Learning Coalition of Broward County, see attached PowerPoint presentation.

Chair Clarke – Reed opened the floor for public comments.

Denise Bogner 1157 SW 26th Ave, Deerfield Beach, FL 33442, asked if grandparents can reach out for services on behalf of their grandchildren.

Ms. Jaffe replied yes grandparents can reach out on behalf of their grandchildren and they can contact the Early Learning Coalition for resources.

Joel Smith 959 SE 6TH Ave, Deerfield Beach, FL 33442, commended Ms. Jaffe on her presentation and the data that she provided. Mr. Smith stated that there is a problem in our community with kids getting expelled for acting out at daycare centers. He asked what is being done for Deerfield Beach children getting ready for elementary education.

Ms. Jaffe stated that there is always more that can be done for school readiness but she can pull reports and let us know where our local class score is. She can look into a way to see if she can pull a report on expelled kids in daycare centers. Ms. Jaffe stated that it's self-reported so the daycare center may input the information but they will put – parent choose to transfer student.

Ms. Alice Chattman 1086 S. Military Trail Apt. 108 Deerfield Beach, FL 33441, stated that it takes a very special person to teach special needs kids because she did it for 4 years. She advised that two of the boys that she cared for work and one has his own business.

Board Discussion

A. High School Academic Scholarship Award Application

Ms. Wyatt stated that there is one applicant that turned in her application. Ms. Wyatt stated that Mr. Salas just emailed another applicant so now there are two applicants.

Chair Clarke – Reed stated that every board member should take both applicant packets home and have the scoring sheets turned in to Ms. Wyatt by Friday, March 11 by end of the business.

Mr. Lubin stated that he is ok with the scoring sheet.

MOTION was made by Ms. Brighton and seconded by Ms. Shelly to approve the scoring sheet for the High School Academic Scholarship Award.

B. EAB Member's School Assignment

Chair Clarke – Reed advised the school assignments that were assigned at the last meeting

- Mr. Lubin – Deerfield Beach Middle
- Ms. Plaut – Quiet Waters Elementary
- Chair Clarke – Reed – Park Ridge Elementary and Deerfield Park Elementary

Chair Clarke – Reed asked the members if anyone would like to take on Deerfield Beach High School, Tedder Elementary, and Deerfield Beach Elementary.

Ms. Brighton said she would take Deerfield Beach Elementary and Ms. Shelly would take Deerfield Beach High School.

Staff updates

Ms. Wyatt stated that 10 volunteers from the City went to Junior Achievement to help Deerfield Park Elementary students, teachers, and staff.

Ms. DeFronzo informed

- Reading Pals and TutorMate volunteers
- The City still has funding for rental and utility assistance, home rehabilitation, and purchase assistance
- Women's History Hall of Fame breakfast on Saturday, March 26 for \$10.00 a person
- Center for Active Aging Fashion Shown on Wednesday, March 16

Ms. Wyatt informed

- Vector Fleet Management is looking to partner with us for their apprenticeship program to help our youth obtain jobs in auto mechanics.
- City is doing a Proclamation for Mr. Marlow to thank him and wish him well in his new role
- Ms. Vickie Cartwright is the new Broward County School Board Superintendent and will earn \$330,000 a year
- House Bill 1467 may pass this week during the session and House Bill 1421 passed this week

Board updates

Mr. Lubin informed us that Kiwanis of Deerfield Beach will be having a Free Family Fun Day on Saturday, March 12 from 12 pm – 3 pm.

Comments from the Public

Joel Smith 959 SE 6TH Ave, Deerfield Beach, FL 33442, Deerfield Beach Community Cares completed the renovation of the Deerfield Beach Middle School teacher's lounge. Yoga for Change program has been implemented at Deerfield Beach Middle School for students and teachers has been well received and they have heard some great feedback from the students and teachers. They have been asked by Norcrest Elementary School to bring Tomorrow Rainbow horses there and they are going to assist with Yoga for Change and

other programs for the students to teachers. Hungry Howie's gave them free pizza coupons for the Deerfield Beach Middle School.

Adjournment

MOTION was made by Mr. Lubin and seconded by Ms. Brighton to adjourn the meeting at 8:50 pm. The motion was CARRIED unanimously

Minutes
approved *Hungry Howie's* *Carla Reed* Date *5/4/2022*

Education Advisory Board (EAB)
Meeting Minutes
Wednesday, April 6, 2022
7:00 pm
Hillsboro Community Center

Call to Order and Roll Call

Chair Clarke – Reed called the meeting to order at 7:02 pm.

Members Present: Chair Gwyndolen Clarke-Reed, District 2
Vice-Chair Michael Lubin, District 1
Dottie Plaut, Mayor
Katherine Brighton, District 4
Karen Shelly, District 3

Also Present: Jonathan Salas, City of Deerfield Beach
Vennillia Wyatt, City of Deerfield Beach
Donna DeFronzo, City of Deerfield Beach
Milton R. Collins, City Attorney's Office

Approval of Minutes

The members did not approve the March meeting minutes due to an error, Quite Waters has an armed guardian, not an SRO.

Presentation

Chair Clarke-Reed introduced Principal Jocelyn Reid from Deerfield Park Elementary School.

Principal Reid stated she has been at Deerfield Park Elementary School for 10 years

- 100% in-class learning
- The pandemic affected students academically especially second-grade, students
- Morning and afternoon tutoring are available for all students in Kindergarten-5th grade
- Parkridge will host the summer school program this school year
- FSA testing is in session
- 35 boys have enrolled in the 5,000 Role Models Program
- Check-ins with staff are ongoing beginning and middle of the school year
- 546 students enrolled
- Kiwanis Club donated thesaurus for the students
- Nat King Cole Association donated musical instruments for students

Chair Clarke-Reed opened the floor to public comments and questions from the board.

Mr. Lubin asked what is the student population at Deerfield Park. Ms. Reid replied that they have 546 students currently enrolled.

Chair Clarke-Reed asked if the repairs are funded by the smart bond that the county received. Ms. Reid replied that is correct, they purchased musical instruments, laptops, and a new marque.

Chair Clarke-Reed asked if there was a way to redirect the car pick-up line to the back of the school to make it safe. Ms. Reid replied that the designated bus pick-up is at the back of the school.

Chair Clarke-Reed opened the floor for public comments.

Joel Smith, a city resident asked if the school will be a food distribution site for students in the area. Ms. Reid replied that Deerfield Park Elementary will not be a food distribution site during the summer due to construction.

James Cowan, a city resident asked how many students participated in the summer school program. Ms. Reid replied that approximately 300 students were enrolled in the summer program and they were all Deerfield Park Elementary students.

Presentation

Chair Clark-Reed introduced Jarvis Brunson, Founder, and CEO of Change Me Foundation.

Mr. Jarvis Brunson stated that he founded the Change Me Foundation three years ago after spending 20 years advocating for youth in the mental health system. He indicated he went through the system as a juvenile. Mr. Brunson provided the following information about the organization.

- Community-based resources and assist residents with economic benefits, understating social security, and applying for Medicaid, counseling, and therapy
- Developed curriculum to train mental health leaders
- Collaborate with Deerfield Beach Community Cares
- Walk-in My Shoes Event, 5K walk or run on May 21st, at Quiet Waters Park
- Hosted annual Back to School Drive and Thanksgiving Drive

Chair Clarke-Reed opened the floor for public comments.

Joel Smith, a city resident shared that Mr. Brunson was able to assist with the Thanksgiving Drive and it was successful.

Arnita Williams, Interim Principal at Deerfield Beach High School, asked Mr. Brunson if he will be working with high school youth on mental health. Mr. Brunson replied that he works with youth now to help them be effective leaders in the community.

Chair Clarke-Reed introduced Ms. Samantha Whitehorne, the new District Fire Chief for Deerfield Beach District.

Ms. Whitehorne stated that she has been in the Fire Service for 21 years.

- BSO Fire Rescue serves the schools by coordinating fire prevention and public education programs through the Public Educator Office
- She is in the process of advocating the need for a Public Educator for Deerfield Beach

Board Discussion

A. High School Academic Scholarship Recipients

Chair Clarke-Reed thanked the Rotary Club for sponsoring the scholarship.

Mr. Lubin stated that they presented 2 outstanding academic scholarship awardees at the Commission meeting.

B. Scholarship Award Presentation at School

Chair Clarke-Reed asked Ms. Williams when is the seniors' award night at Deerfield Beach High School. Ms. Williams advised that they have not received their date yet but when they do she will let us know.

C. Summer Break Schedule

The Board discussed the EAB summer schedule.

MOTION was made by Ms. Brighton and seconded by Ms. Shelly to suspend the summer meetings from June to August.

D. EAB School Assignments

Mr. Salas confirmed the following assignments

Ms. Shelly, Deerfield Beach High School
Mr. Lubin, Deerfield Beach Middle School
Ms. Plaut, Quiet Waters Elementary
Ms. Brighton, Deerfield Beach Elementary
Chair Clarke-Reed, Parkridge, and Deerfield Park Elementary
City Staff, Tedder Elementary

E. Juneteenth Banquet Sponsorship

Ms. Shelly stated that she enjoyed the event last year and thinks it would be a great experience for teenagers/youth. She would like to have a few tables and invite teenagers/youth and sit them with local leaders, judges, businessmen, and women from the community. Chair Clarke-Reed replied that would be great but the board doesn't have any funding and will have to pay for their tickets.

Mr. Lubin asked if the City will sponsor a table or two for the Board at the Juneteenth Banquet.

F. Tutoring Initiative

Mr. Salas advised that City staff will be attending JA BizTown with Deerfield Beach Middle School on April 13th. He asked if anyone from the Board is interested in attending to let him know as soon as possible.

Staff updates

Mr. Salas informed the board of the below events.

- Back to School Event/Block Party at Oveta McKeithen on Saturday, August 6th
- Principal's Roundtable Meeting will be held Monday, April 11th at 9 am
- Beach Clean-Up will be held Saturday, April 23rd at 9 am meet-up at Fire Station 75
- Funding available for Home Rehabilitation, Rental and Utility Assistance, and Purchase Assistance programs.

Ms. DeFronzo advised that the April Senior Center calendar is available on the website.

Board updates

Ms. Shelly and Chair Clarke-Reed attended the meeting at Deerfield Beach High School for the Principal search and selection.

Mr. Lubin shared he was at Deerfield Beach Middle School and the Special Education students at the school will attend equestrian horse therapy.

Comments from the Public

Jan Muenzenmaier, a city resident stated the EAB has been very informative, and likes the way the meeting is organized.

Joel Smith, a city resident, informed the board about the below

- Renovated Deerfield Beach Middle School teacher's lounge they received great feedback from teachers

- Yoga for Change is still going on at the middle school and he is getting great feedback from teachers and students
- Sponsoring Tomorrow's Rainbow Horses for Norcrest Elementary students
- Youth Voice Gathering meets every third Tuesday of the month at Highlands Community Center
- Mental Health Awareness Month, Teen Summit Saturday, May 7th at Hilton Deerfield Beach
- Partnering with the City Parks and Recreation Department on Bike Club
- Created a Be Kind to Your Mind Box which is a therapeutic intervention to help struggling students at Deerfield Beach Middle School

Adjournment

MOTION was made by Ms. Shelly and seconded by Mr. Lubin to adjourn the meeting at 8:51 pm. The motion was CARRIED unanimously

Minutes approved

Myndolen Clarke-Reed Date 5/4/2022

Affordable Housing Advisory Committee (AHAC)
Meeting Minutes
Wednesday, October 11, 2021
7:00 pm
Hillsboro Community Center

Call to Order and Roll Call

Mr. John Salas called the meeting to order at 7:02 pm.

Members Present: Abner Clerveax
Vice Mayor Preston
Betty Ferguson
Brian Bennett
Carolyn McNamara
Cheri Zettle
David Cherry
Eric Power
Harold Weber
Ophelia Papworth – Rivera

City Staff Present: Jonathan Salas, Community Services Department
Vennillia Wyatt, Community Services Department
Donna DeFronzo, Community Services Department
Elen Gantner, City Attorney's Office

Approval of Minutes

MOTION was made by Vice Mayor Preston and seconded by Brian Bennett to approve August and September meeting minutes. The MOTION carried unanimously.

Review Incentives

Mr. Salas discussed and explained all 11 AHAC Incentives provided by Florida Housing Finance Corporation with the committee members present, see incentive list attached.

Mr. Salas asked, the Committee if there were any questions related to the 11 incentives he just explained.

Cheri Zettle stated, since C and G require code amendments she wanted to know if incentives J and K require code amendments as well.

Eric Power replied, J and K incentives do not require code amendments.

Brian Bennett stated, he felt the decision has already been made for them since two incentives are already implemented, most of them we can not do, and two need code amendments, so only J and K are open for discussion.

Mr. Salas replied, the list was passed down from the State of Florida, but we can petition the State to see if they can expand the list.

Elen Gantner clarified, if some incentives require code amendments and if the Committee agrees for those to go before the City Commission for approval and if the Commission adopts those incentives then City staff would make the required code amendments.

Eric Power apologized, to the Committee if at any point he made it seem like the code amendment would not be approved by the City Commission; it is just an extra step. If the Committee recommend an incentive that would require a code amendment then that is the step that would need to be taken. Mr. Power advised that J and K can be adopted, however G and C would require additional steps.

Elen Gantner stated, if the Committee proposed those to the City Commission and the Commission approved those incentives then the next step is code amendments then it would go back to Commission for approval.

Brian Bennett stated, J and K would be the only two we can implement now without any code amendment or additional steps. He would like to discuss more details regarding K so the Committee can make an informed decision.

Mr. Salas stated, he can elaborate on K in more detail. If there is a transportation hub, we need to have property available as well. If we do not have any property, then that would eliminate K incentive as being an option. We can still adopt it as an incentive and if a transportation hub does become apart of the City plans and additional property is available it will receive precedence, since the incentive was adopted.

Brian Bennett said, if we are talking about the possibility of having Brightline which could be on the corner of Dixie and Hillsboro. There is vacant land along Dixie Highway and several developers want to put affordable housing along Dixie but have been stopped by votes. How far away from the corner of Dixie and Hillsboro does affordable housing have to be?

Eric Power replied, it has to be a half miles radius. There are pieces of land on the west side of Dixie Highway that would be valid. For example, if a developer wants to build apartments and they do not want to provide affordable housing. The document will state that the City wants affordable housing and are looking for affordable housing units.

Mr. Salas added, we can also request that the developer designate a percentage of those units to be affordable housing.

Brian Bennett ask, what is the percentage of Indigo Station is affordable housing?

Eric Power replied, 20% of Indigo Station is affordable housing. There are multiple apartment complexes in the City that have an affordable housing component.

Vice Mayor Preston stated, the problem is how do you define affordable housing, because affordable housing for some is not affordable housing for others. It is a challenge just to have a definition of accuracy to what affordable housing actually is.

Cheri Zettle asked, where are the existing affordable housing units in the City?

Abner Clerveax asked, where are the available City owned lots for affordable housing?

Eric Power, the Finance Department keeps a list of City owned vacant land. The Committee can look at the list and see which lots can be utilized for affordable housing.

Cheri Zettle asked for clarification, the Tallman Pines project, is that land already zoned for affordable housing?

Mr. Salas replied that the land for Tallman Pines projects is deed restricted Federal property and has been deeded by HUD for affordable housing.

Carolyn McNamara stated, I wanted to point out that incentive J, we know that the City has very little land available and incentive K we do not know about the transportation hub. Ms. McNamara thinks that incentive C and G that we can agree on now and keep things moving forward.

Brian Bennett stated, J is the easiest one to get added to the list but might be some push back on the others.

Mr. Salas added, the AHAC report used to be required on a tri-annual basis, but the State recently approved participating municipalities to complete an AHAC report on an annual basis. If the Committee does not feel comfortable pushing forward with any of the incentives, we can revisit next year.

Cheri Zettle asked, for incentive C about allowing flexibility in densities. The proposed senior housing that is going to be a 6-story building. What will that lot be? Has it already been approved to be a 6-story building?

Eric Power replied, the City has something called flex units available, which is a holdover Broward County amendment that essentially allows the City to give additional units for a need such as affordable housing.

Brian Bennett stated, concerned with C and K that if we say yes and send off to Commission for review since it is a long process and we do not know all the details. There might be some push back from the community about K and C, but probably not J and possible G.

Mr. Salas asked the Committee if anyone had any questions or concerns prior to voting on incentives.

No additional questions or concerns from Committee.

Vote on Incentives

MOTION was made by Mr. Bennett to approve incentive A and I, which the City currently has implemented and would like to adopt incentive J, seconded by Mr. Weber to adopt incentive J to be moved to City Commission for recommendation. Roll Call:

Yeas: 10 - Abner Clerveax, Vice Mayor Preston, Betty Ferguson, Brian Bennett, Carolyn McNamara, Cheri Zettle, David Cherry, Eric Power, Harold Weber, Ophelia Papworth-Rivera

Nays: 0

MOTION approved unanimously.

Presentation/Timeline:

City staff will continue with incentives A and I and adopt J. Mr. Salas is working on a draft copy of the AHAC Incentive Report that is due to the State on December 30, 2021 and will incorporate the three incentives in the report. The Committee will meet again on November 8th and will review a draft of the report with the Committee and vote on moving it to City Commission as a recommendation. The next phase is the report will go to Commission on December 7th for their approval. After a resolution is produced, City staff will have final version of the report accessible to the entire community.

Staff Updates

Mr. Salas informed, the City currently has funding available for rental and utility assistance for low to moderate income households, see flyer attached. On October 25th the City will open the purchase assistance and home rehabilitation programs, see flyer attached. The City FY 21 CAPER is due to HUD on December 30th Mr. Salas will have a draft of the CAPER for everyone at the November 8th meeting. Mr. Salas advised the Committee of the merger of departments and introduced Donna DeFronzo as Director of Community Services Department.

Board Updates

No Committee Members updates.

Public Comments

Mr. Salas opened the floor for public comments.

Ms. Paula Cook, 62 Centennial Court Deerfield Beach, asked if the housing will be identified by the City and a developer can buy it and build it for affordable housing and sell it to whoever qualifies.

Mr. Salas replied, it works a couple of ways, developers can come and to the City stating that they have interest in building affordable housing in the City or the City partners with

non-profits like Habitat for Humanity, and South Florida Community Land Trust. We can collaborate with South Florida Community Land Trust and tell them we have a property that the City would like to provide for affordable housing. Those properties remain affordable because the land trust will own the property, but the homeowner will actually own the home on the property.

Ms. Paula Cook, 62 Centennial Court Deerfield Beach, asked if residents of DFB would have some sort of priority for affordable housing.

Mr. Salas replied, those are clauses that the City can advised the developer and state that they want 20% of the units for DFB residents.

Ms. Paula Cook, 62 Centennial Court Deerfield Beach, asked if there a reason why Mr. Salas said 20% and why didn't he state 50%.

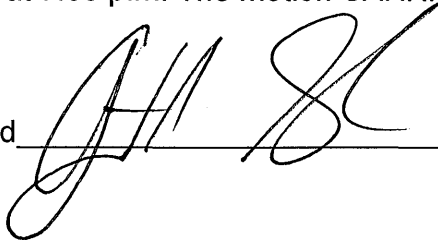
Mr. Salas replied, generally 20% is the baseline that the developers are willing to give towards affordable housing because they want to make a profit.

Mr. Salas closed public comments.

Adjournment

MOTION was made by Vice Mayor Preston and seconded by Mr. Bennett to adjourn the meeting at 7:53 p.m. The motion CARRIED unanimously.

Minutes
approved



Date

11/8/22

Affordable Housing Advisory Committee (AHAC)
Monday, November 8, 2021 @7:00 pm
Hillsboro Community Center
Meeting Minutes

Call to Order and Roll Call

Mr. John Salas called the meeting to order at 7:03 pm.

Members Present: Abner Clerveax
Betty Ferguson
Carolyn McNamara
David Cherry
Eric Power
Harold Weber

City Staff Present: Jonathan Salas, Community Services Department
Vennillia Wyatt, Community Services Department
Donna DeFronzo, Community Services Department
Elen Gantner, City Attorney's Office

Approval of Minutes

MOTION was made by Harold Weber and seconded by David Cherry to approve the October meeting minutes. The MOTION carried unanimously.

Review AHAC Draft Report

Mr. Salas asked if Committee members had a chance to review the AHAC draft report and gave the following overview:

- Background of AHAC and why it is required for the City
- List of positions
- List of public meetings
- The members' responsibilities and categories
- Strategies A, I, and J recommended to City Commission

Mr. Salas asked Eric Power, Planning & Development Services Director, to discuss strategy "J" and the City's properties.

Eric Power stated that he reviewed 44 parcels in the City that could be used for affordable housing. He advised that a few parcels are being considered for a quick claim deed to Habitat for Humanity for development, some of which have an affordable housing designation. Additional properties are being evaluated to see if they meet the requirements for drainage, utilities, and other issues for affordable housing eligibility. Mr.

Power advised that three parcels are eligible for affordable housing with a possibility of an additional five that are currently under review.

Mr. Salas asked the Committee if anyone had any questions for Mr. Power.

Betty Ferguson asked Mr. Power if Habitat for Humanity would develop those parcels.

Mr. Power explained that four parcels that met the affordable housing criteria are in the process of being transferred to Habitat for Humanity and will remain as affordable housing.

Mr. Salas recapped the AHAC draft report and stated that the Committee has recommended to keep incentives "A," "I," and adopt "J". *Refer to draft report for incentives breakdown.* Mr. Salas explained that City Commission approval is required to approve the finalized report and explained the process. The Committee votes to take AHAC draft report recommendations before Commission. City Commission can accept the draft report as is or reject the recommendations and continue with the two previous incentives (A & I). If approved, the Local Housing Assistance Plan (LHAP) will be amended with the Committee's recommendations.

Mr. Salas stated that the AHAC report is due to the State by December 30, 2021. To meet that deadline, the report should go before City Commission for approval at their December 7, 2021 regular meeting. The LHAP is due May 3, 2022 to the State.

Mr. Salas explained that the Committee will play a role in preparing the City's 2022-2025 LHAP which include the City's plans for housing, affordability, and current programs and policies.

Mr. Salas asked if there were any questions or concerns from the Committee.

Abner Clerveaux asked how do you qualify to purchase the plots/parcels.

Mr. Power replied that potential buyers would have to fill out a Property Disposition Application on the City's website; hard copies are available at the City's Planning Department.

No additional questions or concerns from the Committee.

Mr. Salas opened the floor for public comments.

No public comments.

MOTION was made by Carolyn McNamara and seconded by Harold Weber to send the AHAC Draft Report to the City Commission meeting on December 7, 2021. The motion CARRIED unanimously.

Review CAPER Draft

Mr. Salas explained that the Consolidated Annual Performance and Evaluation Report (CAPER) is an evaluation of the funds that the City utilized in a program year, funded programs, and the number of persons assisted during the year. The CAPER is due to HUD on December 30, 2021.

Mr. Salas stated that the CAPER is now in a 30-day public comment period and encouraged the Committee to review it and provide any comments or concerns to him or Vennillia Wyatt.

Mr. Salas provided a year to date overview of the following Community Services Department programs:

- Home Repair (assisted 11 residents)
- Purchase Assistance (assisted seven residents)
- Public Improvement Projects
- Senior Transportation (assisted 53 residents)
- Health and Wellness (Closed due to COVID)
- Micro-Enterprise Assistance Program (assisted five-city businesses)
- Rental Assistance Program (assisted 78 residents)
- Utility Assistance Program (assisted 39 residents)
- Adult Day Care (Closed due to COVID)

Mr. Salas stated that City staff would like the Committee to be involved with the CAPER planning next year.

Presentation/Timeline:

Mr. Salas reiterated that the AHAC and CAPER Reports are due on December 30, 2021. Mr. Salas stated that the City will begin developing the LHAP and HUD Annual Action Plan in January or February 2022. The updated LHAP is due May 3, 2022.

Staff Updates

Mr. Salas shared that the SHIP 2017-2018 and Coronavirus funds monitoring with the State is complete, and no findings or observations were found.

The City has funding available for purchase assistance, home rehabilitation and rental and utility assistance.

Board Updates

No Committee updates.

Public Comments

Mr. Salas opened the floor for public comments.

Ms. Felecia Poiter, 140 NE 5th Street Deerfield Beach, asked if City staff can help elderly residents who need assistance navigate phones and/or computers.

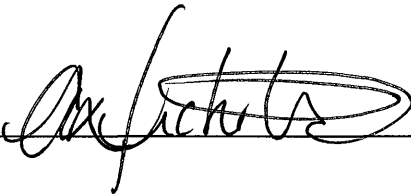
Mr. Salas replied that the City has resources to assist residents and the preferred method to apply for assistance is online. Elderly residents that need help can visit the City's Center for Active Aging. Computers are available at the Center for use.

Mr. Salas closed public comments.

Adjournment

MOTION was made by Mr. Harold Weber and seconded by Ms. Betty Ferguson to adjourn the meeting at 7:33 p.m. The motion CARRIED unanimously.

Minutes
approved



Date

2/7/22

Affordable Housing Advisory Committee (AHAC)

Monday, February 7, 2022 @7:00 pm

Hillsboro Community Center

Meeting Minutes

Call to Order and Roll Call

Ms. Aneisha Nicholas called the meeting to order at 7:04 pm.

Members Present:

Abner Clerveax
Vice Mayor Ben Preston
Betty Ferguson
Brian Bennett
Carolyn McNamara
David Cherry
Eric Power
Harold Weber

City Staff Present: Jonathan Salas, Community Services Department
Aneisha Nicholas, Community Services Department
Vennillia Wyatt, Community Services Department
Donna DeFronzo, Community Services Department
Elen Gantner, City Attorney's Office

Approval of Minutes

MOTION made by Carolyn McNamara and seconded by Brian Bennett to approve the November 8, 2021 meeting minutes. The MOTION carried unanimously.

Staff Updates

Ms. Aneisha Nicholas, Housing and Community Affairs Manager, introduced herself to the Affordable Housing Advisory Committee (AHAC) and gave a brief overview of her background.

Ms. Nicholas reported that there are three vacancies on the AHAC and encouraged members to share this information with anyone who may be interested in serving on the AHAC. Board and Committee applications are available on the City's website via the City Clerk's webpage.

Old Business

AHAC Annual Report and Consolidated Annual Performance & Evaluation Report (CAPER) Update

Ms. Nicholas reported that the AHAC Annual Report and the Consolidated Annual Performance & Evaluation Report (CAPER) were submitted to the State and U.S. Department of Housing and Urban Development (HUD), respectively, by their due date, December 30, 2021. Copies of both reports were included with the February 7, 2022 AHAC agenda packet Ms. Vennillia Wyatt distributed to the Committee.

Mr. Jonathan Salas, Assistant Director of Community Services, reported that the City hasn't received any comments from the State or HUD regarding the AHAC Annual Report and CAPER, respectively.

**Public Hearing
Pre-development:
Fiscal Years 2022 – 2025 State Housing Initiatives Partnership (SHIP) Local
Housing Assistance Plan &
Fiscal Years 2022 – 2023 HUD Annual Action Plan**

Ms. Nicholas shared that the State Housing Initiatives Partnership Local Housing Assistance Plan (LHAP) for Fiscal Years 2022 – 2025 is due to the State by May 2, 2022. She explained that the purpose of the public hearing is to discuss the City's housing and community development needs to identify and establish priorities for State and federally funded programs.

Ms. Nicholas led the presentation and gave an overview of the SHIP program, discussed eligible affordable housing activities and explained the purpose of the LHAP. She advised that the City has been utilizing SHIP funding for the following affordable housing programs: Home Rehabilitation, Purchase Assistance and Disaster Assistance. The City received an allocation of \$529,909 from SHIP in FY 22 and anticipates receiving an estimated \$826,191 in FY 23. The presentation is attached for detailed information.

Ms. Nicholas opened the floor for public comments and questions regarding the LHAP.

Questions/Comments & City Response

Question: Mr. Terry Scott asked if homeowners are aware that funding received for home repairs are subject to repayment, based on a prorated amount, if the home is sold within the loan term (i.e. 15 years).

City Response: Mr. Jonathan Salas, Assistant Director of Community Services replied that homeowners are advised that any funding received through the Homeowner Rehabilitation Program is at a 0% interest deferred loan that converts to a grant at the end of the loan term (i.e. affordability period). This information is shared during the application process and included in the homeowner agreement.

Question: Ms. Gwyndolen Clarke-Reed asked who determines the loan term in relation to the funding award amount.

City Response: Mr. Salas replied that the loan terms for the City's affordable housing programs were established by previous administration. He shared that based on guidance from the U.S. Department of Housing and Urban Development, the loan term is at the City's discretion.

Question: Ms. Clarke-Reed asked if residents are aware of the various affordable housing programs offered at the City and questioned if any funding received are added to the property tax of homeowners assisted.

City Response: Ms. Nicholas replied that eligible home improvements financed through the Broward County PACE program impacts property tax payments. The City's Homeowner Rehabilitation program does not require any form of repayment if the homeowner(s) adhere to the program requirements. However, if the homeowner defaults on the loan agreement within the loan term (i.e. affordability period), the homeowner may be required to repay all or a portion of the funding.

Question: Ms. Gloria Battle inquired whether or not the City can stipulate that if homeowners assisted through the City's affordable housing programs decide to sell their homes, during or after the affordability period, it must be sold to a low to moderate income family that qualify for affordable housing to help preserve affordable housing in the City.

City Response: Ms. Nicholas replied that the City will research that information.

Question: Ms. Betty Ferguson asked if the City intends to assist more families with purchase assistance and home rehabilitation with the additional funding received. She also asked if the City intends to increase the amount of purchase assistance provided since the cost of housing has increased.

City Response: Mr. Salas replied that the committee can discuss increasing the purchase assistance amount and make a recommendation to the City Commission. An increase in funding allows the City to provide more affordable housing assistance.

Question: Ms. Clark-Reed asked if the City is providing affordable housing property to Habitat for Humanity.

City Response: Mr. Eric Power, Director of Planning and Development Services, replied that the City is giving Habitat for Humanity two properties which they intend to use to build two single-family homes.

Question: Mr. Terry Scott asked if the City can bring back the free paint program for residents and seniors in the community.

City Response: Mr. Power replied that Broward County offers a free paint program for County residents. Staff will research the program to include City participation for follow-up at the next meeting

There were no additional comments/questions regarding the LHAP.

Ms. Nicholas shared that the City is a HUD entitlement community and receives an annual allocation from HUD for the Community Development Block Grant (CDBG) program. She gave an overview of the CDBG program highlighting the following: program purpose, national objectives and eligible activities. She discussed the CDBG Annual Action Plan and its purpose which is to provide a concise summary of the activities, and specific federal and non-federal resources that will be used each year to address the City's housing and community development priority needs. The Fiscal Year 2022-2023 Annual Action Plan is due to HUD by July 30, 2022.

Ms. Nicholas discussed the CDBG income limits (low to moderate income) and advised that the City has been utilizing CDBG funding for the following activities:

- Homeownership Assistance
- Economic Development
- Rehabilitation of residential and non-residential structures
- Construction of public facilities and improvements
- Public services
- Program Administration Costs

Ms. Nicholas reported that in FY 22 the City received an allocation of \$704,090 from HUD. The presentation is attached for detailed information.

Ms. Nicholas concluded her presentation and opened the floor for public comments and questions.

Questions/Comments & City Response

Question: Ms. Clarke-Reed asked if the City can allocate a portion of CDBG funding to assist with exterior painting of homes in the community.

City Response: City staff will research and provide a response.

Question: Mr. Terry Scott asked what funding the City utilized for the sidewalk project on 3rd avenue. He expressed that the City repaired the sidewalks, then a year later ripped the sidewalks up and replaced them again.

City Response: Mr. Power stated that he isn't sure which project Mr. Scott was referring to, but he will look into it and provide a response.

Question: Ms. Clarke-Reed asked if the funding the City received from the CARES ACT and CDBG can be put together to assist the community.

City Response: Ms. Nicholas replied that the City was a subrecipient of CARES ACT funding from Broward County and that funding was used for COVID response to include rental and utility assistance, small business assistance, PPE items etc. The City was required to utilize that allocation of funding by December 2020.

Ms. Nicholas explained that the American Rescue Plan (ARP) funds are a separate funding allocation and in addition to COVID response it can be used for infrastructure-related needs. The City has taken inventory of eligible infrastructure projects and has prioritized the projects for ARP funding.

Question: Ms. Clarke-Reed asked if the City can use ARP and CDBG funds to fund a project.

City Response: Ms. Nicholas replied that she will review the ARP guidance documents and provide a response since both CDBG and ARP are federally funded. SHIP is State funded and may be used to supplement federally funded projects.

There were no additional public comments. Ms. Nicholas closed the floor for public comments.

New Business

Chair and Vice-Chair Election

Ms. Nicholas asked the Committee if they would like to elect a Chair and Vice-Chair to run future AHAC meetings.

Mr. Bennett replied that City Staff, Ms. Nicholas, can continue leading the meetings to which there were no objections from Committee members.

Committee Meeting Schedule – Calendar Year 2022

Ms. Nicholas proposed the following dates for calendar year 2022 AHAC meetings: April 2, 2022, August 8, 2022 and November 7, 2022.

MOTION was made by Brian Bennett and seconded by Carolyn McNamara to approve the AHAC Meeting Schedule for calendar year 2022. The MOTION carried unanimously.

Board Updates

Mr. Salas advised that the City is still accepting applications for the following programs: Purchase Assistance and Rental and Utility Assistance.

Mr. Salas advised that Senate Bill 2512 may reduce the Sadowski State and Local Government Housing Trust Funds which will affect City funding through the SHIP program. The bill intends to redistribute funding to wastewater grants and the Resilient Florida Trust Fund. He urged the committee to keep abreast of this bill as it affects affordable housing.

Public Comments

Ms. Nicholas opened the floor for public comment.

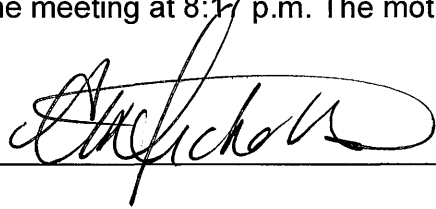
Vice Mayor Preston expressed that the City should look into the slum and blight criteria as there are specific requirements to designate an area as slum and blight.

Ms. Nicholas closed the floor for public comment.

Adjournment

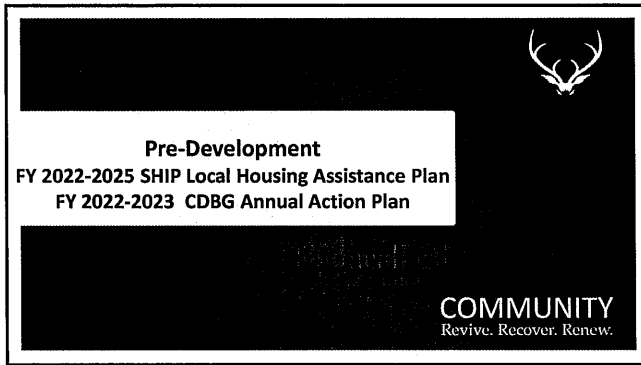
MOTION was made by Mr. Brian Bennett and seconded by Ms. Carolyn McNamara to adjourn the meeting at 8:17 p.m. The motion CARRIED unanimously.

Minutes
approved



Date

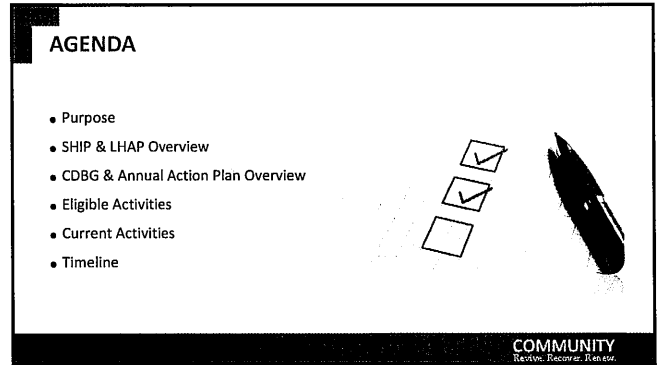
4/4/22



Pre-Development
FY 2022-2025 SHIP Local Housing Assistance Plan
FY 2022-2023 CDBG Annual Action Plan

COMMUNITY
 Revive. Recover. Renew.

1

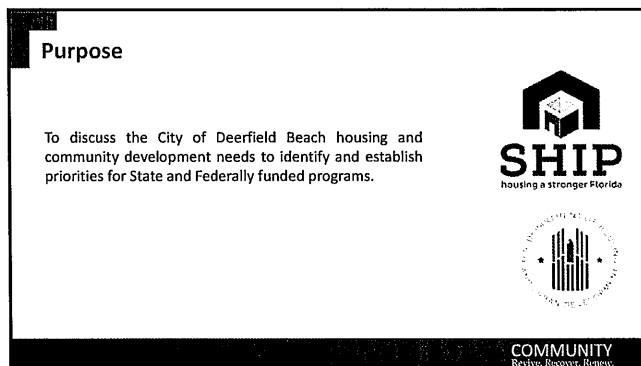


AGENDA

- Purpose
- SHIP & LHAP Overview
- CDBG & Annual Action Plan Overview
- Eligible Activities
- Current Activities
- Timeline

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2



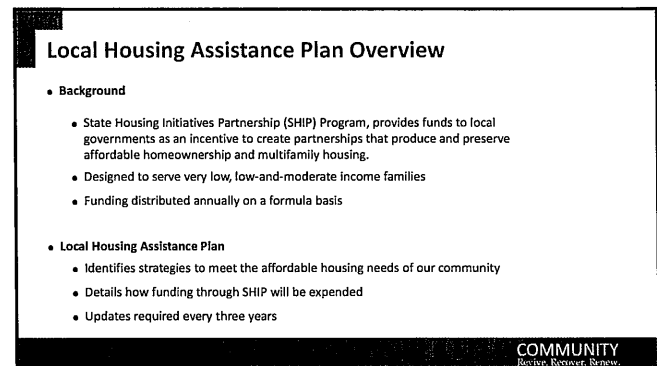
Purpose

To discuss the City of Deerfield Beach housing and community development needs to identify and establish priorities for State and Federally funded programs.

SHIP
 housing a stronger Florida

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3

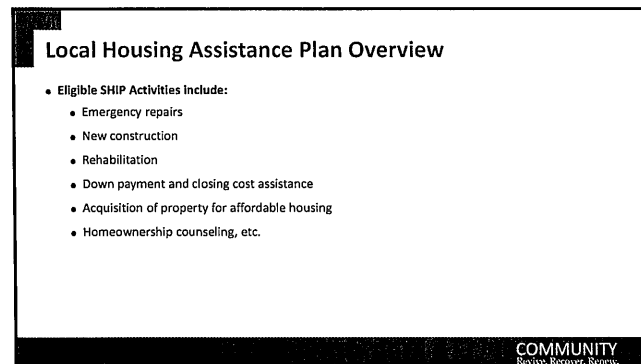


Local Housing Assistance Plan Overview

- **Background**
 - State Housing Initiatives Partnership (SHIP) Program, provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing.
 - Designed to serve very low, low-and-moderate income families
 - Funding distributed annually on a formula basis
- **Local Housing Assistance Plan**
 - Identifies strategies to meet the affordable housing needs of our community
 - Details how funding through SHIP will be expended
 - Updates required every three years

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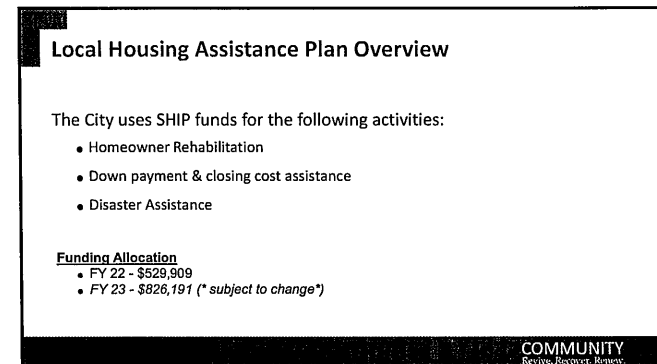


Local Housing Assistance Plan Overview

- **Eligible SHIP Activities Include:**
 - Emergency repairs
 - New construction
 - Rehabilitation
 - Down payment and closing cost assistance
 - Acquisition of property for affordable housing
 - Homeownership counseling, etc.

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Local Housing Assistance Plan Overview

The City uses SHIP funds for the following activities:

- Homeowner Rehabilitation
- Down payment & closing cost assistance
- Disaster Assistance

Funding Allocation

- FY 22 - \$529,909
- FY 23 - \$826,191 (* subject to change*)

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Questions



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Annual Action Plan Overview

Community Development Block Grant Program (CDBG)

- Federally funded program through the U.S. Department of Housing and Urban Development (HUD)
- Entitlement communities awarded an annual funding allocation

Purpose

To provide decent housing, a suitable living environment, and better economic opportunities for low to moderate-income City residents.

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Annual Action Plan Overview

CDBG Entitlement Communities are required to develop and submit an Annual Action Plan to HUD every year.

The plan provides a concise summary of the activities, and the specific federal and non-federal resources that will be used each year to address the City's housing and community development priority needs.

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Annual Action Plan Overview

CDBG eligible activities must meet one of the following national objectives:

- Benefit low- and moderate-income persons
- Aid in the prevention or elimination of slums or blight (*Commission designation required)
- Addresses urgent community development needs

At least 70 percent of CDBG funding must be used for activities that principally benefit low- and moderate-income persons.

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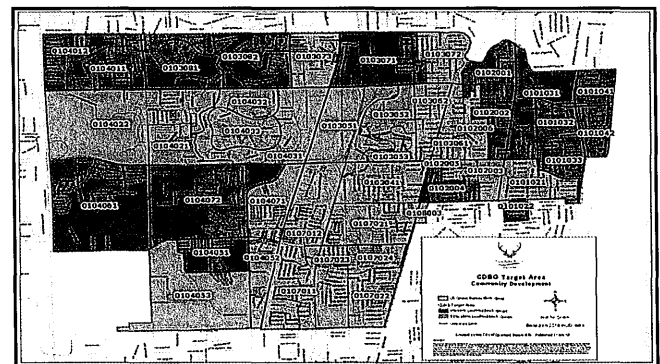
Income Limits: Department of Housing & Urban Development

Low- and Moderate-Income Limits
Effective April 2021

Household Size	Extremely Low Income (0-30% AMI)	Very Low Income (31%-50% AMI)	Low Income (51%-80% AMI)	Moderate Income (81% - 120% AMI)
1	\$ 18,500	\$ 30,800	\$ 49,300	\$ 73,920
2	\$ 21,150	\$ 35,200	\$ 56,350	\$ 84,480
3	\$ 23,800	\$ 39,600	\$ 63,400	\$ 95,040
4	\$ 26,500	\$ 44,000	\$ 70,400	\$ 105,600
5	\$ 31,040	\$ 47,550	\$ 76,050	\$ 114,120
6	\$ 35,580	\$ 51,050	\$ 81,700	\$ 122,520
7	\$ 40,120	\$ 54,600	\$ 87,300	\$ 131,040
8	\$ 44,660	\$ 58,100	\$ 92,950	\$ 139,440

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Annual Action Plan Overview

Eligible CDBG Activities include:

- Acquisition of Real Property
- Public Facilities and Improvements
- Public Services
- Loss of Rental Income
- Rehabilitation
- Construction of Housing
- Code Enforcement
- Special Economic Development Activities
- Microenterprise Assistance
- Homeownership Assistance
- Planning and Capacity Building
- Program Administration Costs
- Miscellaneous Other Activities

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Annual Action Plan Overview

The City uses CDBG to fund activities that include but are not limited to the following:

- Homeownership Assistance (\$20,000 – \$50,000 cap)
- Economic Development
- Rehabilitation of residential and non-residential structures
- Construction of public facilities and improvements
- Public services
- Program Administration Costs

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Annual Action Plan Overview

Examples of CDBG Funded Projects / Programs

- Sidewalk Improvements
- New Playground
- Senior Transportation (53 enrollees last year)
- Rental & Utility Assistance
- Commercial façade - (Upgrade storefronts)

Funding Allocation

- FY 22 - \$704,090

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Plan Timeline

	LHAP	Annual Action Plan
● Pre-Development Meeting	2/6/2022	2/6/2022
● Complete Draft Plan	3/1/2022	5/1/2022
● Publish Proposed Plan Notice	3/1/2022	5/1/2022
● 30 Day Public Comment Period End	4/1/2022	6/1/2022
● Public Hearing – Plan Adoption	4/19/2022	7/12/2022
● Transmit to State/Federal Agency	5/2/2022	7/30/2022

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Questions



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CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

May 10, 2022

Eugene Steinfeld

Presiding

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

PRESENT: Lenore Graber, Code Compliance Manager
Bernard Pita, Code Compliance Director
Jean Placide, Code Compliance Inspector
Silvio Baca, Code Compliance Inspector
Marcio Chavez, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Jade Robinson, 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>
5	22030115	CARROLL,LEATHA EST	534 NW 3 WAY, 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 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-10-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
11	22030414	JONATHAN WHITE REV TR	341 SE 3 PL, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND	RESPONDENT NOT PRESENT

				ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted.	FINAL ORDER ISSUED COMPLY BY 6-10-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
12	22030416	SUMPTER,IDA MAE H/E SUMPTER,JANNIE M EST	560 SW 11 DR, 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 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT WAS PRESENT- LARRY SUMPTER FINAL ORDER ISSUED COMPLY BY 6-10-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
19	22030435	CENATUS,RHIO & ROSELINE	500 NW 37 ST, DEERFIELD BEACH, FL 33064	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 98-81(L)(1)(a-g) - Tree preservation.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-10-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

20	22030436	PHILIPPE, LOZEMA & MILOUSE	450 NE 40 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a- g) - Tree preservation.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-10-2022 \$100 PER DAY \$80 PROSECUTION COST
22	22040026	BEEDEE, BOB & ALICE	4754 NW 7 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a- g) - Tree preservation.	RESPONDENT WAS PRESENT- ALICE BEEDEE CONTINUED TO 6-14-2022
23	22040027	FKH SFR PROPCO B-HLD LP %FIRST KEY HOMES LLC	601 SW 14 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- DIANA SMITH ROSE FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$100 PER DAY \$80 PROSECUTION COST
24	22040028	32 HOUSTON AVE LLC	72 NE 11 WAY, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS PRESENT- NANCY PETZOLD FINAL ORDER ISSUED COMPLY BY 6-10-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
25	22040034	COMMON AREA	4304 NW 9 AVE, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. -	RESPONDENTS WERE PRESENT- ATTORNEY ILYOUNG CHOI ROBERTO BRONDO

				GENERALLY Section 34-121 - Declaration of nuisance. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINAL ORDER ISSUED COMPLY BY 6-14-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
26	22040038	GRET LAND, SOLAN	330 SE 3 CT, DEERFIELD BEACH, FL 33441	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 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED TO 6-14-2022
27	22040067	DANIELS, MARY JANE	1300 SW 6 WAY, 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 6-10-2022 \$100 PER DAY \$80 PROSECUTION COST
32	22040074	JEAN-PIERRE,RAYMONDE	216 NW 46 CT, DEERFIELD BEACH, FL 33064	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 6-10-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
35	21090310	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. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT EXTENDED TO 6-10-2022

36	22010011	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 FINES IMPOSED AS OF 5-6-2022 \$100 PER DAY
37	20120006/cm /cost	ARGYROPOULOS, DORA	865 SE 21 AVE, DEERFIELD BEACH, FL	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.	RESPONDENT WAS PRESENT BUT LEFT DORA ARGYROPOULOS CERTIFIED WITH \$80 PROSECUTION COST
38	22020123	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 FINES IMPOSED AS OF 5-6-2022 \$100 PER DAY
Tab# 39-98	21010139	ALEXANDRA T JANSSEN REV TR JANSSEN,ALEXANDRA TRSTEE	17 DEER CREEK RD, DEERFIELD BEACH, FL 33442 B101	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 EXTENDED TO 8-5-2022
99	22040029	LAROCHELLE, RICHARD J & GAIL D	629 SE 19 AVE,UNIT 102, DEERFIELD BEACH, FL 33441 102	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- NOEL BERG JANET LEE MAURICE ROSENBERG

					FINDING OF FACT ORDER ISSUED COST WAIVED
100	21110148/cm /cost	PARTH PROPERTIES LLC	111 SE 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
101	22030103	RMB HOLDINGS LLC	3400 SW 10 ST, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Sec. 102- 10(a)(1-8) - Temporary signs. Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY 6-10-2022 \$100 PER DAY VIOLATION \$80 PROSECUTION COST
102	22030261	1642 LLC	1624 SE 3 CT, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements 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 6-10-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

104	22040030	BATMASIAN,JAMES H & BATMASIAN,MARTA T	168 NW 1 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement.	RESPONDENT WAS PRESENT- DONALD ANDERSON FINAL ORDER ISSUED COMPY BY 5-25-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
106	21110028	CALIGIURI,RAYMOND & CALIGIURI,DOREEN	1417 SW 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements	RESPONDENT WAS PRESENT- ROBERT CEIRI FINAL ORDER ISSUED COMPY BY 7-8-2024 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

107	21110254	WEINGARTEN REALTY INVESTORS %PAUL WILKE	3700 W HILLSBORO BLVD, 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- JOSE NAVARRO EXTENDED TO 6-10-2022
108	22010111	42 DIXIE LLC	4291 N DIXIE HWY, DEERFIELD BEACH, FL 33064	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. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 5-6-2022 \$100 PER DAY PER VIOLATION

109	21070541	HIGHLANDS PLAZA INC & TMT PROPERTIES INC % PAUL BURREL	4801 N DIXIE HWY, 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- GENE SIMMONS EXTENDED TO 6-10-2022
110	21100603	TAMPA BAY CORPORATE SQUARE LLC	1377 S DIXIE HWY, DEERFIELD BEACH, FL 33441	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 FINES IMPOSED AS OF 5-6-2022 FOR \$100 PER DAY PER VIOLATION
112	22030111	FERREIRA,GUILHERME	379 SW 33 AVE, DEERFIELD BEACH, FL 33442	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$100 PER DAY \$80 PROSECUTION COST
114	21090082	BEST FRIENDS LLC	475 S FEDERAL HWY, 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 5-6-2022 \$100 PER DAY
115	21090125/cm /cost	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 CERTIFIED WITH \$80 PROSECUTION COST

116	22030015/cm /cost	HIGHLAND GARDENS APARTMENTS LLC	331 NE 48 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
122	22030427	CLP FLORIDA LLC	329 SE 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places. 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. Sec. 98-88.(b) - Off-street parking and loading. (b)For all permitted uses. Parking shall be allowed only on paved surfaces as required in section 98- 95(b), Permissible paving.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-10-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
123	22030428	DHM 1989 TR LLC	1008 SE 3 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT 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.	
125	22040153	RENDA J THOMAS LIV TR/Solid Waste NAB	556 SW 2 AVE, DEERFIELD BEACH, FL 33441-1-4	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. (c)- Preparation of bulky yard and vegetative wastes. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes	RESPONDENT WAS PRESENT-RENDATHOMAS FINDING OF FACT ORDER ISSUED COST WAIVED
126	22040160	MATHIS, ULYSSES %JUANITA C MATHIS	225 NW 1 TER, 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-SAKEENAMATHIS FINDING OF FACT ORDER ISSUED COST WAIVED
127	22040159	CODA INVESTMENTS LLC	308 NW 2 AVE, UNIT N, DEERFIELD BEACH, FL	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. (c)- Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED

				Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes	
128	22040176	HILLSBORO RIVER APARTMENTS LLC	73 NE 7 CT, 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 COST WAIVED
129	22040175	COQUILLON, MARIE	1030 SW 8 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 COST WAIVED
131	21090315/cm /cost	LESKOVAR,HILDA PATRICIA	215 FARNHAM I, 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 CERTIFIED WITH \$80 PROSECUTION COST
132	21120075/cm /cost	CJDJ RENTALS LLC	1402 SW 1 WAY, UNIT 1-4, DEERFIELD BEACH, FL 33441 1-4	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 CERTIFIED WITH \$80 PROSECUTION COST
133	21120076/cm /cost	CJDJ RENTALS LLC.	1410 SW 1 WAY, UNIT 1-4, DEERFIELD BEACH, FL 33441 1-4	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 CERTIFIED WITH \$80 PROSECUTION COST

134	21110112/cm /cost	OFFERLANE HOLDINGS LLC	146 UPMINSTER G, 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 CERTIFIED WITH \$80 PROSECUTION COST
135	21070479	PAGLIARO,NICOLA	9 KESWICK A, 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- NICOLA PAGLIARO EXTENDED TO 7-8-2022
136	21080033	FRIEDMAN,TONI B & ERIC	106 LINCOLN 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 NOT PRESENT FINES IMPOSED AS OF 5-6-2022 FOR \$100 PER DAY
137	21090044	PEREZ,PEDRO C MENESES,BIANCA PAVIA	434 NW 47 AVE, 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 FINES IMPOSED AS OF 5-6-2022 FOR \$100 PER DAY
138	21090320	DELLISANTI,ISABELLA	224 FARNHAM J, 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- ISABELLA DELLISANTI EXTENDED TO 7-12-2022
139	22030256	US BANK TRUST NA TRSTEE%RESICAP	367 SW 2 TER, DEERFIELD BEACH, FL 33442	Chapter 66 - TRAFFIC AND VEHICLES DIVISION 6. - PARKING OF BOATS, BUSES, TRAILERS, RECREATIONAL VEHICLES, MOTOR HOMES AND	RSPONDENT NOT PRESENT FINES IMPOSED AS OF 5-4-2022 FOR \$100 PER DAY PER VIOLATION

				SIMILAR VEHICLES; Sec. 66-120(2). - Permissive parking Chapter 66 - TRAFFIC AND VEHICLES DIVISION 6. - PARKING OF BOATS, BUSES, TRAILERS, RECREATIONAL VEHICLES, MOTOR HOMES AND SIMILAR VEHICLES; Sec. 66-120(2). - Permissive parking Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
140	22040180	LESSARD, JEAN	219 SW 1 TER, DEERFIELD BEACH, FL	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2.(c) - Storage and accumulation of refuse and solid wastes. 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 NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
141	22040186	HO, DU HU, JENA P	3271 SW 4 ST, DEERFIELD BEACH, FL 33442	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED

				COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	
142	22010013	WAB DEPOT DEER LLC & DEERFIELD BEACH FL CO LLC	60 SW 12 AVE	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 CONTINUED TO 6-14-2022
A	17040037	KING MOTOR CO OF SOUTH FLORIDA	1345 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited.	RESPONDENT WAS PRESENT- ATTORNEY FAREN JAHANGIR FINES MITIGATED FOR \$3,680 TO BE PAID BY 6-14-2022
B	21070466	FOX, SHEILA R	1950 NE 3 ST#2, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENTS WERE PRESENT- SHEILA FOX BOB SCOTT VACATE ORDER ISSUED
C	17080140	HUBERT, ATLANTA W/PARRISH, LADRIKA & DAN	105 NW 5 STREET, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT- LADRIKA PARRISH FINES MITIGATED FOR \$5,080 FOR ALL CASES TO BE PAID BY 9-7-2022
D	16110058	HUBERT, ATLANTA W/PARRISH, LADRIKA & DAN	105 NW 5 STREET, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Sec. 34-144. - Maintenance requirements.	RESPONDENT WAS PRESENT- LADRIKA PARRISH FINES MITIGATED FOR \$5,080 FOR ALL CASES TO BE PAID BY 9-7-2022

E	14-2343	HUBERT,ATLANTA W/PARRISH, LADRIKA & DAN	105 NW 5 STREET, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Sec. 34-144. - Maintenance requirements.	RESPONDENT WAS PRESENT- LADRIKA PARRISH FINES MITIGATED FOR \$5,080 FOR ALL CASES TO BE PAID BY 9-7-2022
F	15110024	HUBERT,ATLANTA W/PARRISH, LADRIKA & DAN	105 NW 5 STREET, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES DIVISION 2. - SANITARY NUISANCES - Section 34-57(a)(2). - Declaration of nuisance Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES DIVISION 2. - SANITARY NUISANCES - Section 34-57(c)(2). - Declaration of nuisance.	RESPONDENT WAS PRESENT- LADRIKA PARRISH FINES MITIGATED FOR \$5,080 FOR ALL CASES TO BE PAID BY 9-7-2022
G	20010171	HUBERT,ATLANTA W/PARRISH, LADRIKA & DAN	105 NW 5 STREET, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT- LADRIKA PARRISH FINES MITIGATED FOR \$5,080 FOR ALL CASES TO BE PAID BY 9-7-2022
H	21070370	PULEO, JOSEPH A & PUELO, RITA S	800 SE 20 AVE#204, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- JOSEPH PULEO RITA PULEO EDEL DAMACENO FINES MITIGATED FOR \$1,080 TO BE PAID BY 6-14-2022

I	21070478	LEVENBERG, ROMMY A & MORA PEREZ DEL CARMEN	75 MARKHAM D, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- EMILIO LEBOLO MARIA MORA FINES MITIGATED FOR \$460 TO BE PAID BY 6-14-2022
J	21020056	FERREIRA,CARLOS ROBERTO	305 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 WAS PRESENT- CARLOS FERREIRA FINES MITIGATED FOR \$500 TO BE PAID BY 6-14-2022
K	16040047	EVERETT VERONICA D	1351 SW 10 AVE, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8). - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a). - Minimum standards for yard and landscape areas. 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 WAS PRESENT- VERONICA EDWARDS CONTINUED TO 6-14-2022

L	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	RESPONDENT WAS PRESENT- MEYER WEINBERGER FINES MITIGATED FOR \$1,680 TO BE PAID BY 7-12-2022
M	21040032	ALTIMORE, FRANCIS C IV H/E ALTOMARE, FRANCI J III H/E ETAL	241 SE 8 AVE, 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 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld, Special Magistrate

Date



City Commission Meeting - July 12, 2022

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, July 12, 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 July 12, 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 July 12, 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 July 12, 2022.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/87251043294?pwd=IiDkqT7tDmkidj6RhOgoy2foEdhFqp.1>
 - 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: (646) 931-3860, Meeting ID: 872 5104 3294#, Participant ID: #, Passcode: 192288#

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 July 12, 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. 2022-1367

Agenda Date: 7/12/2022

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2022-065: Presentation regarding the consideration of approval for a \$20,000 increase to the low- and moderate-income maximum award through the Purchase and Assistance Rehabilitation Programs.

Recommended Action

Commission to vote on Resolution on August 2, 2022

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach administers affordable housing programs funded through federal and state grants from the U.S. Department of Housing and Urban Development and the State of Florida. The City's affordable housing programs include the Purchase Assistance Program and Homeowner Rehabilitation Program, which are designed to serve low- and moderate-income households. Low income describes a family at or below 80% of area median income. Moderate income describes a family at or below 120% of area median income. The median income is determined annually by the U.S. Department of Housing and Urban Development.

The Purchase Assistance Program provides income-eligible first-time homebuyers with down payment and closing cost assistance to purchase a residential property in the City of Deerfield Beach. The Homeowner Rehabilitation Program provides income-eligible households in the City with home repair and/or rehabilitation assistance to correct code violations, address health and safety issues, eliminate unsafe and substandard living conditions, and address accessibility for special needs and the elderly.

The maximum award amounts for the aforementioned housing programs are as follows: Low Income - \$50,000; and Moderate Income - \$20,000. The award is provided as a 0% interest deferred loan with a loan term that ranges from five to 15 years based on the award amount. Repayment is not required at the end of the loan term if all program conditions are met. The loan is forgiven based on an annual prorated amount.

Current Activity

The housing crisis has negatively impacted affordable housing in the City of Deerfield Beach. Consequently, the City would like to increase the maximum award amount for the Purchase

Assistance and Homeowner Rehabilitation Programs. On April 4, 2022, the City's Affordable Housing Advisory Committee made a recommendation to increase the maximum award amounts by \$20,000. The proposed maximum award amount to assist low- and moderate-income households are as follows: Low Income - \$70,000; and Moderate Income - \$40,000.

Home prices have increased in the City of Deerfield Beach. The median sale price for a home in

Broward County increased by 21.54% between May 2021 and May 2022, according to the Broward Property Appraiser. Additionally, the cost for home rehabilitation and repairs, inclusive of materials, equipment, and labor has increased due to inflation.

Increasing the aforementioned affordable housing programs' maximum award amount will help the City combat the housing crisis and effectively serve low- and moderate-income households through the programs.

Recommendation

It is recommended that the City Commission consider approving a \$20,000 increase to the low- and moderate-income maximum award amounts through the Purchase Assistance and Homeowner Rehabilitation Programs at the August 2, 2022 City Commission Meeting.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1351

Agenda Date: 7/12/2022

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, amending the 2021/2022 schedule of City Commission Meetings; 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

Section 200.065(2)(e)2., Florida Statutes, provides that "hearing dates scheduled by the County Commission and School Board shall not be utilized by any other Taxing Authority within the County for it's public hearings." The City's regularly scheduled September 20, 2022 Commission Meeting conflicts with Broward County's second budget hearing. Therefore, staff is proposing to reschedule the September 20, 2022 Commission Meeting to September 14, 2022.

Recommendation

Approval is recommended.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE 2021/2022 SCHEDULE OF CITY COMMISSION MEETINGS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on September 13, 2021, the City Commission approved the Fiscal Year 2021/2022 City Commission meeting schedule through October 3, 2022; and

WHEREAS, Section 200.065(2)(e)2., Florida Statutes, provides that “hearing dates scheduled by the County Commission and School Board shall not be utilized by any other Taxing Authority within the County for its public hearings”; and

WHEREAS, due to conflicts with the Broward County budget hearings, the City Commission wishes to amend the schedule of regular City Commission meetings for 2021/2022 to reschedule the September 20, 2022 Regular City Commission Meeting to Wednesday, September 14, 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” clause is true and correct and made a part of this Resolution.

Section 2. The City Commission hereby amends the City Commission meetings schedule for Fiscal Year 2021/2022 to reschedule the September 20, 2022 Regular City Commission Meeting to Wednesday, September 14, 2022.

Section 3. The City Commission reserves the right to reschedule meetings, schedule special meetings, or take such other actions as it deems appropriate.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to accomplish the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



FY22 City Commission Meeting Calendar

Tuesday, October 5, 2021
Tuesday, October 19, 2021
Tuesday, November 9, 2021
Tuesday, December 7, 2021
Tuesday, January 4, 2022
Tuesday, January 18, 2022
Tuesday, February 1, 2022
Tuesday, February 15, 2022
Tuesday, March 1, 2022
Tuesday, March 15, 2022
Tuesday, April 5, 2022
Tuesday, April 19, 2022
Tuesday, May 3, 2022
Tuesday, May 17, 2022
Tuesday, June 7, 2022
Tuesday, June 21, 2022
Tuesday, July 12, 2022
Tuesday, August 2, 2022
Tuesday, August 16, 2022
Tuesday, September 6, 2022*
Tuesday, September 20, 2022*
Monday, October 3, 2022**

*subject to change based on budget hearing scheduling requirements

** Yom Kippur - 10/4-10/5



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1358

Agenda Date: 7/12/2022

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 agreement with Friends of Deerfield Beach Arboretum, Inc. for volunteer services at Constitution Park, including a facility rental fee waiver; authorizing execution of the 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

The Friends of the Arboretum (the "Friends") is a dedicated group of master gardeners and garden enthusiasts committed to maintaining and enhancing the Constitution Park Arboretum (the "Arboretum"). Friends provides volunteer services by helping the nursery at the Arboretum grow, by volunteering for City events, and organizing fundraisers.

Current Activity

The City and Friends desire to enter into an agreement for volunteer services (the "Agreement"). As part of the Agreement, Friends has requested the use of Constitution Park Community Center to conduct its monthly board meetings and lectures in the Community Center and conduct fundraising events. All fundraising dollars raised will go towards the maintenance of the Arboretum.

Activities and programs include:

- Events: Plant sales in our nursery, one in the Fall and one in the Spring. (More than 3 events per year will need to go to the Commission).
- Volunteer Days on the 1st Saturday of every month.
- Free educational program: Lectures in the Community Center on the second Tuesday of the month from 7-8:30 pm, September through May.
- Free educational program: Arboretum tours on the first Saturday of the month and others on request.
- FDBA Board meetings in the Community Center on the first Tuesday of the month from 6 -8 pm, September through May. \$25 per hour fee waiver requested.

Recommendation

It is the recommendation of staff to approve the Volunteer Agreement between the City and the Friends of the Arboretum.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH FRIENDS OF DEERFIELD BEACH ARBORETUM, INC. FOR VOLUNTEER SERVICES AT CONSTITUTION PARK, INCLUDING A FACILITY RENTAL FEE WAIVER; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Friends Of Deerfield Beach Arboretum, Inc. (the “Friends”) is a dedicated group of master gardeners and garden enthusiasts, committed to maintaining the outstanding array of trees and palms living in Constitution Park Arboretum (the "Arboretum") in the City, as well as to new projects to enhance the Park; and

WHEREAS, Friends provides volunteer services at the Arboretum by helping the nursery at the Arboretum grow, by volunteering for City events, and organizing fundraisers (the “Volunteer Services”); and

WHEREAS, the City and Friends desire to enter into an agreement for Friends to provide the Volunteer Services outlined in the agreement, attached as Exhibit “A” (the “Agreement”) at the Arboretum; and

WHEREAS, as part of the Agreement, Friends is requesting a waiver of facility rental fees for use of the Arboretum Community Center for the Friends’ board meetings to be held on the first Tuesday of the month from 6:00 P.M. to 8:00 P.M., September through May, in the amount of \$25 per hour (the “Fee Waiver”); and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve, and authorize execution of, the Agreement with Friends, attached as Exhibit “A,” for the Volunteer Services.

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 Friends, attached as Exhibit “A,” for the Volunteer Services, including the Fee Waiver.

Section 3. The City Commission hereby authorizes the City Manager to execute the Agreement with Friends, 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.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**VOLUNTEER AGREEMENT BETWEEN THE
CITY OF DEERFIELD BEACH AND
FRIENDS OF THE DEERFIELD BEACH ARBORETUM, INC.
FOR VOLUNTEER SERVICES**

THIS AGREEMENT made this _____ day of July 2022 (the "Agreement"), by and between the Friends of the Deerfield Beach Arboretum, Inc. (the "FRIENDS"), a Florida not for profit corporation, whose address is 2841 W. Hillsboro Blvd., Deerfield Beach, FL 33442 and the City of Deerfield Beach (the "CITY"), a Florida municipal corporation whose address is 150 NE 2nd Avenue, Deerfield Beach, FL 33441.

WHEREAS, FRIENDS is a dedicated group of master gardeners and garden enthusiasts, committed to maintaining the outstanding array of trees and palms living in Constitution Park (the "Park") in the CITY, as well as to new projects to enhance the Park; and

WHEREAS, FRIENDS provides volunteer services at the Park by helping the Arboretum and nursery at the Park grow, by volunteering for City events, and organizing fundraisers; and

WHEREAS, the CITY and FRIENDS desire to enter into this Agreement for FRIENDS to provide the volunteer services outlined in this Agreement at the Park.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions herein contained, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Volunteer Services.**

- 1.1 During the term of this Agreement, the FRIENDS desire to provide volunteer services for the City at the Park, as set forth in Exhibit "A" (collectively, the "Services"). The FRIENDS will also be permitted to hold fundraising events, upon City approval.
- 1.2 FRIENDS acknowledges and agrees that the Services to be provided under this Agreement are voluntary and FRIENDS shall not be entitled to any compensation under this Agreement.

2. **Term and Termination.**

- 2.1 The initial term of this Agreement shall be for three years, beginning on the date of full execution. The CITY reserves the right to renew this Agreement for two additional one-year terms.
- 2.2 The CITY may terminate this Agreement at any time, with or without cause, immediately upon written notice from the CITY when the CITY determines it is in its best interests for the CITY.

- 2.3 FRIENDS may terminate this Agreement for convenience by giving the CITY thirty (30) days written notice.

3. **Independent Contractor.**

- 3.1 FRIENDS is an independent contractor under this Agreement. Volunteer Services provided by FRIENDS shall be by employees, agents, officials, volunteers, or subcontractors of CONTRACTOR and subject to supervision by CONTRACTOR, and not as officers, employees or agents of CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, worker's compensation and unemployment compensation coverage, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of FRIENDS. FRIENDS will have no rights under the CITY'S worker's compensation, insurance benefits or similar laws. The CITY shall neither have nor exercise any control or discretion over FRIENDS or the FRIENDS' employees, agents, officials, volunteers, or subcontractors. FRIENDS shall be responsible for establishing hours of instruction (in coordination with other activities of the CITY), and methods of rendering services.
- 3.2 FRIENDS is freely and willingly offering its Services as a volunteer.
- 3.3 FRIENDS understands that neither FRIENDS, nor any of its officers, employees, or volunteers, are City employees and are not entitled to receive salary, benefits or any other compensation.
- 3.4 FRIENDS understands that FRIENDS, and any FRIENDS employees, will not be provided with any health or liability coverage as a volunteer, and that he/she is responsible for their own medical insurance.

4. **Indemnification.** In consideration of the professional value of participating in this volunteer effort on behalf of the City, FRIENDS hereby waives, releases, and holds harmless the City, its officers, employees, agents and representatives (the "Released Parties") from any loss, claim, liability, or damage arising out of this Agreement. FRIENDS intends for this waiver to include any and all losses FRIENDS may suffer including personal injury, property damage, or death. FRIENDS voluntarily intends this waiver to be broadly interpreted in favor of the Released Parties. Further, FRIENDS hereby waives any and all claims FRIENDS may have that result from the ordinary negligence of the City. FRIENDS fully understands that by signing this form, FRIENDS is:

- a. giving up legal rights and/or remedies, that may be available to FRIENDS for the ordinary negligence of the Released Parties; and
- b. accepting and assuming all personal and property risks inherent in the volunteer activities in which FRIENDS will partake.

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.

5. **Insurance.** For programs which are active in nature, which shall be determined in the sole and exclusive discretion of the CITY, FRIENDS shall maintain liability insurance in an amount acceptable to the CITY'S Risk Manager and naming the City of Deerfield Beach as an additional insured.

The following are required types and minimum limits of insurance coverage, which the FRIENDS will be required to maintain during the term of this agreement. The policies must cover both the instructor and the participants.

<u>General Liability</u>	<u>Per Occurrence</u>	<u>Aggregate</u>
Comprehensive	\$1,000,000	\$2,000,000
Premises-Operations		
Contractual Liability		
Personal Injury		
Participant Liability		
Broad Form Property Damage Independent Contractors		
Cross Liability and Severability of Interest Clause		
<u>Workers' Compensation</u> Statutory Amount		

This Agreement shall not be deemed approved until FRIENDS has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City of Deerfield Beach shall approve such certificates.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide; be licensed to do business in Florida. FRIENDS' liability insurance policies shall be endorsed to add the City of Deerfield Beach as an additional insured. FRIENDS' liability insurance shall be primary to any liability insurance policies carried by the CITY. FRIENDS shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused, until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

6. **Miscellaneous**

- 6.1 FRIENDS shall, without additional expense to the CITY, be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the services specified herein. FRIENDS shall take proper safety and health precautions, including the employment of needed assistance, to protect participants, the CITY, and the public property of others. FRIENDS shall be responsible for all services performed until completion of this Agreement.
- 6.2 FRIENDS shall not promote any privately-owned business or studio in any CITY facility or solicit a participant in a CITY Community Services Department facility class for any privately-owned business or studio that is in direct competition with CITY programming and activities. It is further understood that such action(s) may result in immediate termination of the agreement and the forfeiture of all compensation due to FRIENDS for the remaining term of the Agreement.
- 6.3 Prior to the execution of this Agreement, FRIENDS shall furnish the CITY with a copy of a screening and background check in accordance with Section 38-140, including a criminal background check for FRIENDS and FRIENDS' officials, agents, employees, volunteers, or subcontractors providing services under this Agreement. FRIENDS shall be responsible for updating the CITY in writing with any additions and deletions of the individuals authorized to provide services under this Agreement. In the event that additional individuals are authorized to perform such services, FRIENDS shall furnish the CITY with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such services. It shall be in the CITY'S complete and sole discretion as to whether the type of check and the results are acceptable.
- 6.4 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 6.5 FRIENDS shall not transfer or assign the performance of services called for in the Agreement without the prior written consent of the CITY, which may be withheld or conditioned in the CITY'S sole discretion.
- 6.6 The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this agreement. Venue of any action to enforce this agreement shall be in Broward County, Florida. This agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

7. **Public Records.** FRIENDS shall comply with The Florida Public Records Act as follows:

- 7.1 Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
- 7.2 Upon request by CITY'S records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 7.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- 7.4 Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of FRIENDS shall be delivered by FRIENDS to CITY, at no cost to CITY, within seven days. All records stored electronically by FRIENDS shall be delivered to CITY in a format that is compatible with CITY'S information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, FRIENDS shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- 7.5 FRIENDS' failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF FRIENDS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ORGANIZATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-480-4213, web.clerk@deerfield-beach.com OR BY MAIL: City Of Deerfield Beach — City Clerk's Office, 150 N.E. 2nd Ave, Deerfield Beach, FL 33441.

- 7.6 Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to FRIENDS shall be withheld until all documents are received as provided herein.

8. **Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place

for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR FRIENDS:

Mary Hannigan
350 S. Ocean Blvd., Apt. 2A
Boca Raton FL 33432

FOR CITY:

David Santucci, City Manager City
of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

WITH A COPY TO:

Anthony Soroka, City Attorney
1200 N. Federal Highway Boca
Raton, FL 33431

9. **Scrutinized Companies.**

- 9.1 FRIENDS certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if FRIENDS or its subcontractors are found to have submitted a false certification; or if FRIENDS, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 9.2 FRIENDS agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Agreement.
- 9.3 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties hereto, and shall not be altered, modified or amended unless such alteration, modification or amendment is set forth in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf on the dates indicated under their signatures.

CITY OF DEERFIELD BEACH,
a Florida municipal corporation

Attest:

Samantha Gillyard, City Clerk

By: _____
David Santucci, City Manager

(seal) Dated: ____ day of _____, 2022

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE BY THE CITY OF DEERFIELD BEACH ONLY:

By: _____
City Attorney
Weiss Serota Helfman
Cole & Berman, P.L.

**FRIENDS OF THE DEERFIELD
BEACH ARBORETUM**

By: _____
Name: _____
Title: _____

This ____ day of _____, 2022.

EXHIBIT "A" SCOPE OF SERVICES

Friends shall provide the following:

1. Memorial benches and trees. Friends hold the sole responsibility to sell, install and maintained memorial benches, trees and bricks. A map with future trees and benches will be submitted for city approval. All net proceeds raised shall be used for the purpose of funding the on-going maintenance and operations of the Arboretum and/or to fund repairs or improvements to the nursery.
2. Nursery Maintenance. An annual inspection by the City of Deerfield Beach be held in the month of September. Any cost for fines, repair or upkeep will be the sole responsibility of the Friends.
3. Funding of Operations and Maintenance. Friends shall pay all costs for the operations and maintenance of the Arboretum Nursery. Friends shall pay all cost of special projects designed and executed by the Friends. Friends shall pay the full cost of liability insurance.
4. Fundraising. Friends shall hold at least one large and two small annual fundraising events at the Arboretum. All net proceeds raised at this event shall be used for the purpose of funding the on-going maintenance and operations of the Arboretum and/or to fund repairs or improvements to the nursery. In addition to fundraising events at the Arboretum, Friends will continue to fundraise for future operations, maintenance and improvement costs for the Arboretum.
5. Programming. Friends may provide organized activities and programs for the Arboretum at the Arboretum, and all activities and programs shall be subject to approval by the Parks and Recreation Department, and shall be subject to all City requirements for a special event in a City park, including but not limited to providing required insurance for the event. However, there will be no special event or rental charge for use of the Arboretum when the event is hosted by Friends. Activities and events hosted by Friends shall be coordinated through the Parks and Recreation Department to ensure overlap of events does not occur. Should rentals of the Arboretum for special events occur that are not organized by the Friends any rental revenue collected by the City shall be designated to the City of Deerfield Beach general fund. Activities and programs include:
 - Plant sales in our nursery, one in the Fall & and one in the Spring.
 - Volunteer Days on the 1st Saturday of every month.
 - Lectures in the Community Center on the second Tuesday of the month from 7-8:30pm, September through May.
 - FDDB Board meetings in the Community Center on the first Tuesday of the month from 6 -8pm, September through May.

- Free Arboretum tours on the first Saturday of the month and others on request.
6. Social Media. The Friends of the Arboretum maintain their own website, Facebook and Instagram accounts. Social media associated with the Friends of the Arboretum may not be used to promote hate, anti-government or negativity.
 7. Arboretum Board will make all meeting minutes and finance public record on their web page and archived with the City of Deerfield Beach.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1352

Agenda Date: 7/12/2022

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 Award of Invitation to Bid #22-25-PC for compressed natural gas (CNG) station maintenance; authorizing execution of an agreement with Clean Energy CA Corp., the lowest priced responsive and responsible bidder, for a two year term, with three additional one year renewal terms; providing for implementation and an effective date. (*Funds from Account #450-4551-534-31-06 - Service to Maintain Equipment*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$1,000 per month plus materials and unscheduled callouts, likely to exceed \$30,000 annually
Account Name: SERVICE TO MAINTAIN EQUIPMENT
Account Number: 450-4551-534-31-06

Background/History

The City's compressed natural gas ("CNG") fueling station (the "Station") currently services 22 of the solid waste collection vehicles. The CNG station has been in use since its completion in May of 2021.

Current Activity

The Station's mechanical equipment requires general monthly inspections, routine maintenance, and unscheduled on-call services.

On May 17, 2022, City staff of the Purchasing and Contract Administration Division publicly issued an Invitation to Bid # 20-25-PC for Compressed Natural Gas (CNG) Station Maintenance (the "ITB").

Two firms were deemed responsive: Clean Energy CA Corp. and Trillium Transportation Fuels, LLC. Of these two firms, Clean Energy CA Corp was the lowest bid.

Clean Energy will provide maintenance services at a cost of \$1,000 per month, plus materials and unscheduled callouts at the rates set forth in Clean Energy's response to the ITB.

Recommendation

Staff recommends approval of the award of the ITB and authorization to execute an agreement with Clean Energy CA Corp. for CNG Station maintenance for a two-year term with three additional one-year renewal terms.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID #22-25-PC FOR COMPRESSED NATURAL GAS (CNG) STATION MAINTENANCE; AUTHORIZING EXECUTION OF AN AGREEMENT WITH CLEAN ENERGY CA CORP., THE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDER, FOR A TWO YEAR TERM, WITH THREE ADDITIONAL ONE YEAR RENEWAL TERMS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) requires maintenance services for the City’s compressed natural gas (“CNG”) station (the “Services”); and

WHEREAS, the City issued Invitation to Bid No. 22-25-PC for Compressed Natural Gas (CNG) Station Maintenance (the “ITB”); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on May 17, 2022, and the notice was also sent to 85 prospective bidders via the e-Procurement Marketplace; and

WHEREAS, seven vendors viewed the ITB documents; and

WHEREAS, on June 15, 2022 at 2:00 p.m., the ITB due date and time, the Purchasing and Contract Division (the “Division”) closed and unsealed the two bids that were timely received, and reviewed the bids to ensure they met the ITB requirements; and

WHEREAS, the Division reviewed the bid submitted by Clean Energy CA Corp. (“Clean Energy”), the apparent low bidder, discussed it with the Department of Sustainable Management, and concluded that Clean Energy met all the requirements of the ITB; and

WHEREAS, Clean Energy will provide maintenance services at a cost of \$1,000 per month, plus materials and unscheduled callouts at the rates set forth in Clean Energy’s response to the ITB; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Clean Energy, the lowest responsive and responsible bidder to the ITB, and authorize execution of an agreement with Clean Energy for the Services for a two year term with three additional one-year renewal terms (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 ITB to Clean Energy for the Services.

Section 3. The City Manager is hereby authorized to execute the Agreement with Clean Energy for the Services, consistent with the terms of the ITB, 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: Chad Grecsek, Director of Sustainable Management

FROM: Paul Collette, Buyer

THRU: Stephanie Tinsley, Chief Financial Officer

DATE: June 21, 2022

RE: **Compressed Natural Gas (CNG) Station Maintenance, ITB #22-25-PC**

The Purchasing and Contract Administration Division issued an Invitation to Bid for the Compressed Natural Gas (CNG) Station Maintenance, ITB #22-25-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 May 17, 2022 the ITB was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to eighty-five (85) prospective Offerors via the e-Procurement Marketplace.
- Seven (7) vendors viewed the documents of the ITB.
- On May 23, 2022 at 2:00 p.m., a Non-Mandatory Site Visit and Examination was held in person. No vendors attended.
- On May 24, 2022, a Non-Mandatory Site Visit and Examination by appointment only was added until June 1, 2022 at 3:00 p.m. No vendors made an appointment to attend.
- Two (2) Addendums were issued to make additions, deletions and changes to the ITB documents.
- The ITB closing date was extended to allow Offerors additional time to submit their responses due to the Addendum changes made to the ITB documents.
- On June 15, 2022 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed two (2) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements.
- The apparent low Offeror, Clean Energy CA Corp. met all the requirements of the ITB.
- The Purchasing and Contract Administration Division discussed the response with the Sustainability Coordinator and concluded that Clean Energy CA Corp. meets all the requirements of the ITB.
- Reference checks were conducted on Clean Energy CA Corp. 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, Clean Energy CA Corp. is the low, responsive and responsible Offeror able to meet the ITB requirements; therefore, the award recommendation of this ITB is to Clean Energy CA Corp.

Please use this memorandum and all attachments as your backup to the City Manager for the next available City Commission Meeting.

Att. Tabulation Sheet, Tabulation Summary, Scope of Work

c: David Eberlin, Assistant Director of Sustainable Management
Hillary Silverstone, Sustainability Coordinator

1	Monthly Maintenance Cost for Compressed Natural Gas (CNG) Station Equipment as per scope of services requirements in the ITB documents.						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Clean Energy CA Corp. (Clean Energy)	12	Monthly		\$1,000.00	\$12,000.00	Does not price for consumables (i.e. oil and filters), those will be included separately.
	Trillium Transportation Fuels, LLC	12	Monthly		\$1,896.00	\$22,752.00	
2	Labor Rates during normal business hours (Monday - Friday 8:00 a.m. - 5:00 p.m.); Labor Rates after normal business hours (5:01 p.m. - 7:59 a.m.); Labor Rates (Saturday and Sunday, Anytime); Labor Rates (Holidays, Anytime).						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Clean Energy CA Corp. (Clean Energy)	1			\$1,460.00	\$1,460.00	
	Trillium Transportation Fuels, LLC	1			\$1,482.00	\$1,482.00	4-hour minimum call-out charge.
2.1	Mechanic - Labor Rates during normal business hours (Monday - Friday, 8:00 a.m. - 5:00 p.m.)						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Trillium Transportation Fuels, LLC	1	hr		\$135.00	\$135.00	
	Clean Energy CA Corp. (Clean Energy)	1	hr		\$160.00	\$160.00	
2.2	Helper - Labor Rates during normal business hours (Monday - Friday, 8:00 a.m. - 5:00 p.m.)						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Trillium Transportation Fuels, LLC	1	hr		\$135.00	\$135.00	
	Clean Energy CA Corp. (Clean Energy)	1	hr		\$160.00	\$160.00	
2.3	Mechanic - Labor Rates after normal business hours (Monday - Friday, 5:01 p.m. - 7:59 a.m.)						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Clean Energy CA Corp. (Clean Energy)	1	hr		\$190.00	\$190.00	
	Trillium Transportation Fuels, LLC	1	hr		\$202.00	\$202.00	
2.4	Helper - Labor Rates after normal business hours (Monday - Friday, 5:01 p.m. - 7:59 a.m.)						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Clean Energy CA Corp. (Clean Energy)	1	hr		\$190.00	\$190.00	
	Trillium Transportation Fuels, LLC	1	hr		\$202.00	\$202.00	
2.5	Mechanic - Labor Rates (Saturday and Sunday, Anytime)						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Clean Energy CA Corp. (Clean Energy)	1	hr		\$190.00	\$190.00	
	Trillium Transportation Fuels, LLC	1	hr		\$202.00	\$202.00	

2.6	Helper - Labor Rates (Saturday and Sunday, Anytime)
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Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
Clean Energy CA Corp. (Clean Energy)	1	hr		\$190.00	\$190.00	
Trillium Transportation Fuels, LLC	1	hr		\$202.00	\$202.00	

2.7	Mechanic - Labor Rates (Holidays, Anytime)
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Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
Clean Energy CA Corp. (Clean Energy)	1	hr		\$190.00	\$190.00	
Trillium Transportation Fuels, LLC	1	hr		\$202.00	\$202.00	

2.8	Helper - Labor Rates (Holidays, Anytime)
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Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
Clean Energy CA Corp. (Clean Energy)	1	hr		\$190.00	\$190.00	
Trillium Transportation Fuels, LLC	1	hr		\$202.00	\$202.00	

3	Percentage Mark-up on Manufacturer's List Price for Parts and Equipment.
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Supplier	QTY	UOM	Estimated	Percentage	Extended	Supplier Notes
Clean Energy CA Corp. (Clean Energy)		Percentage		0.0%		
Trillium Transportation Fuels, LLC		Percentage		30.0%		Trillium is proposing 30% mark-up on COST and not list price. Trillium's cost is often very much lower than list price.

4	Percentage discount-off Manufacturer's List Price for Parts and Equipment.
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Supplier	QTY	UOM	Estimated	Percentage	Extended	Supplier Notes
Trillium Transportation Fuels, LLC		Percentage		0.0%		
Clean Energy CA Corp. (Clean Energy)		Percentage		20.0%		Discount is off Clean Energy's list price

Event Number	22-25-PC Addendum 2	Organization	City of Deerfield Beach
Event Title	Compressed Natural Gas (CNG) Station Maintenance	Workgroup	Purchasing Dept.
Event Description	City of Deerfield Beach is soliciting sealed responses from	Event Owner	Paul Collette
Event Type	ITB (Commodity)	Email	pcollette@deerfield-beach.com
Issue Date	5/17/2022 05:12:53 PM (ET)	Phone	(954) 480-4418
Close Date	6/15/2022 02:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Clean Energy CA Corp. (Clean Energy)	Newport Beach	CA	6/15/2022 01:22:59 PM (ET)	11	\$13,460.00
Trillium Transportation Fuels, LLC	Houston	TX	6/15/2022 11:55:34 AM (ET)	11	\$24,234.00

SECTION VI - SCOPE OF SERVICES

1. General Requirements

The City of Deerfield Beach (the City) invites qualified and experienced vendors to submit bids to provide the City with Compressed Natural Gas (CNG) Station Maintenance for the Sustainability Management, Fleet Maintenance Division in accordance with the terms, conditions, scope of services, technical specifications, and drawings herein.

2. Scope of Services

- a.** The services to be performed by the Contractor shall consists of furnishing all labor, parts and material, equipment, tools, supervision, travel, insurances, permits and incidentals necessary to provide full maintenance and repairs, including inspections, adjustments, test, and replacing parts and equipment for the Compressed Natural Gas (CNG) Station.
 - i.** All work performed shall return mechanical equipment to original equipment specifications and performance. Contractor shall have the experience and capability for repairing all manufacturer types and sizes of machinery listed in this Invitation to Bid.
 - ii.** All equipment shall be serviced in a manner, which meets or exceeds the requirements of the original manufacturer and their specifications.
 - iii.** The Contractor shall provide replacement parts as required during the term of the contract. Only Original Equipment Manufacturer (OEM) parts shall be utilized unless authorized by the Contract Administrator or his/her designee.
 - iv.** Work shall be accomplished during normal business hours Monday through Friday (8:00 a.m. to 5:00 p.m.) unless otherwise scheduled by the Contract Administrator or his/her designee. Work hours may continue past a normal eight (8) hour work shift if required. Overtime hours shall be from 5:01 p.m. to 7:59 a.m., Monday through Friday and all hours Saturday and Sunday and approved holidays of the trade. Overtime hours shall be approved prior to work being performed by the Contract Administrator or his/her designee.
 - v.** Contractor shall be available 24 hours per day/7 days per week for emergency purposes.
 - vi.** During normal working hours the Contractor shall respond on-site within four (4) hours after receiving a call. For emergency service called in after normal working hours, the Contractor shall respond by phone within fifteen (15) minutes and on site within two (2) hours, unless other arrangements are made by the Contract Administrator or his/her designee.
 - vii.** All repairs shall include diagnosis, removal and replacement of defective electrical and mechanical components, as required.
 - viii.** Perform monthly equipment recommended routine inspections as per inspection list herein.

- ix.** Perform all scheduled hourly/calendar-based maintenance per OEM standards; these will be performed in conjunction with the closest monthly inspection.
- x.** Provide paper and electronic service log of visits, maintenance work and equipment condition.
- xi.** The Contractor shall provide the City with detailed quotes that outlines labor, parts and material cost for all repairs. The quotes shall be consistent with the hourly cost on repairs. The quotes must be approved by the City prior to the commencement of any work.
- xii.** The Contractor shall complete any specific maintenance item, task, or auxiliary service requested by the City within twenty-four (24) hours of notification, unless otherwise agreed upon by City's staff designee.
- xiii.** The Contractor shall employ adequate numbers of skilled workers who are trained and experienced with the type of work/service for which they are assigned.
- xiv.** If the Contractor intends to use sub-contractors to perform any work pursuant hereto, these sub-contractors are subject to approval by City.
- xv.** Contractor shall comply with all applicable Federal, State and local laws, regulations and ordinances. It is the responsibility of the Contractor to procure all necessary permits and licenses for performance of all work hereunder.
- xvi.** Contractor shall bill for actual time spent at the job site for servicing and repairing the equipment. The hourly rate per call, whether equipment is repaired/serviced at the site or at the Contractor's shop, shall remain fixed throughout the term of the contract. Payment will be made only for actual work completed and time will be pro-rated as the actual time spent at the job site. All mileage and/or travel time shall be included in the hourly rate.
- xvii.** Contractor shall stock on the service truck, if possible, all parts necessary to make repairs at the time of first response. In the event repairs cannot be completed at the first service call, the Contractor shall complete the repairs within forty-eight (48) hours after the initial call for repairs.
- xviii.** In the event that a repair takes more than three (3) days to complete, the Contractor shall provide a daily progress report to the Contract Administrator or his/her designee. The Contractor shall make status calls to the Contract Administrator or his/her designee on the expected completion time for each job.
- xix.** If the job completion extends beyond twelve (12) days without the approval from the Contract Administrator or his/her designee, the City reserves the right to secure three (3) competitive quotes and award the job to another vendor.
- xx.** All new equipment with manufacturer's warranty shall be installed and serviced only by an authorized service representative of the manufacturer for the duration of the warranty period. It shall be the authorized service representative responsibility for obtaining any reimbursements of payment due for performance of repair installation of

parts guaranteed under any manufacturer's warranties from the manufacturer. The City will not be billed for any repairs made under the manufacturer's warranty.

- xxi.** In the event of a natural disaster or other type of emergency which may disrupt the scheduled work or work sites, the City reserves the right to adjust, modify or suspend services at any and all locations. The City may request separate quotes for repairs to the Compressed Natural Gas Station equipment after a natural disaster such as hurricanes, etc. as per FEMA regulations.

3. Monthly Inspection Requirements

- Check the service log sheet and maintenance records for outstanding items.
- Check/record compressor inlet pressure.
- Check/record inter-stage pressures and temperatures as compressor approaches final discharge pressure.
- set point and compare with design.
- Check/record oil pressure.
- Visually inspect compressor hoses, tubing, piping, and valves for leaks and abnormalities.
- Visually inspect gas panels for leaks and abnormalities.
- Listen for any abnormal sounds such as banging or hissing, to indicate problem areas.
- Check priority panel for proper functioning.
- Check oil levels on compressor.
- Check and record shut down or warning history.
- Check coolant pump and motor.
- Check all belts for proper tension, alignment and signs of excessive wear.
- Drain inter-stage scrubbers and all filters.
- Drain recovery tank sump and vent header.
- Visually inspect all pressure relief devices for signs of failure or leakage.
- Snoop test piping/tubing/hoses for gas leaks.
- Verify inlet control valve operation.
- Drain received tank, if required.
- Drain condensate pot.

4. Dispenser / Fill Post Maintenance

- Check the service log sheet.
- Visually inspect hoses, nozzles and 3-way valves for leaks, damage and abnormalities.
- Visually inspect tubing, piping and valves for leaks and abnormalities.
- Drain inlet filters.
- Check snubbers.
- Check valve sequencing.
- Visually inspect all pressure relief devices for signs of failure or leakage.
- Snoop test piping/tubing/hoses for gas leaks.
- Verify ESD control function.
- Lubricate breakaways.

5. Gas Dryer / Storage Maintenance

- Check the service log sheet.
- Check/record Dryer inlet pressure.
- Check and drain condensates from ground storage. Record any abnormalities.
- Check dryer dew point alarm settings.
- Check dryer dew point reading, regenerate dryer if necessary.
- Check regeneration tower outlet temperature at end of cooling cycle.
- Drain all dryer pre/after filter housings, condensate tanks and record amount of condensate collected.
- Check SRV, Service Date, signs of leakage.
- Listen for any abnormal sounds such as banging or hissing, to indicate problem areas.
- Clean cooler fins.

6. Service Tickets

The Contractor will be required to complete a separate service ticket for each piece serviced. Contractor shall complete the service ticket showing the following information:

- Description of problem
- Description of service performed
- Equipment's Manufacturer, Model Number and Serial Number
- Location where service was performed
- Parts used, if any
- Name of technician who performed the service
- Date of service (start and completion time)

7. Service Records

The Contractor shall allow the City free and complete access to its records and enable an audit of the performance of contract in this respect. The Contractor will be required to maintain a service history of each and every equipment listed under this contract. (This service will be performed at no additional charge).

8. Authorization to Request Service and Repair

A list of City personnel authorized to request service and repair work shall be provided to the Contractor.

9. Security

- a. All personnel shall report to the City's designated representative at each site for check-in upon arrival at any City facility. Photo identification of person, their purpose of visit, and name of contact person at the City facility, shall be required for entry. Contractor shall ensure that only authorized personnel perform the services requested by the City.
- b. Upon leaving the City's premises, all personnel shall be required to check-out with the City's designated representative.
- c. The awarded Contractor shall be held responsible for complying with these procedures.

10. Protection of Property

- a. The Contractor shall at all times guard against damage or loss to City property (includes road, facilities, sewers, signage, utilities, irrigation system, plant material, etc.) 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 or loss immediately to the Parks Superintendent or his designee or Code Compliance.
- b. Replacement or repairs shall begin within forty-eight (48) hours of the incident that caused the damage. Failure to restore said damage shall result in a deduction from the Contractor's payment for the City's expenses incurred to restore the property to its original condition.
- c. 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.

11. 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.

12. Contractor's Personnel

- a. The Successful Offeror(s) shall provide the City with a list of all personnel (including supervisory personnel) assigned to the contract. The list shall include the names, emergency telephone and cellular phone numbers. The Contractor shall be responsible for keeping this list up to date.
- b. 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. Contractor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on City premises. 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 Contractor's supervisory staff on-site or the managerial point of contact designated to the contract.
- c. The Contractor's personnel 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 Contractor's 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 and a photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from City property. 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.
- d. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.

- e. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

13. Contractor's Vehicles

Contractor's vehicles used for the maintenance services shall be clean and presentable, in good working condition, identified with the name of the company and properly licensed.

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City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1319

Agenda Date: 7/12/2022

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 Utility Work by Highway Contractor Agreement at FDOT Expense with the Florida Department of Transportation for Financial Project ID 439891-1-56-02; authorizing execution of the Agreement; 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 Florida Department of Transportation ("FDOT") is reconstructing the corridor identified as SW 10th Street (SR-869) as two projects identified as Financial Project ID 439891-1-56-02 and 436964-2-56-02, which encompass: SW 10th Street from from FL Turnpike/Sawgrass Expressway to SW 24th Avenue, State Road 869 ("Project 1"); and I-95 (SR-9) Interchange & SW 10th St. Connector from SW 24th Avenue to SW Natura Boulevard ("Project 2") (collectively, "Project 1" and "Project 2" are the "Project"). A separate Utility Work by Highway Contractor Agreement is provided for each respective portion of the Project. The attached agreement is for Project 1, FPID 439891-1-1-56-02 SW 10th Street (SR 869) from FL Turnpike/Sawgrass Expressway to SW 24 Avenue. City water and sewer facilities (the "Facilities") currently occupy existing rights of way within this corridor. To continue to provide these necessary public services, it is necessary to maintain these facilities within the SW 10th Street corridor during the Project.

The Project requires the removal, relocation, and adjustment of the Facilities (the "Utility Work"). Pursuant to Section 337.403(1)(b), Florida Statutes, FDOT and the City desire to enter into a joint agreement for Utility Work, which will be accomplished by FDOT's contractor as part of the construction of the Project at the cost of FDOT (the "Agreement").

Current Activity

FDOT is currently preparing the design criteria package in coordination with the City to procure a design/build contractor. Project 1 is slated to be advertised in August 2023 with bid letting in July 2024. Utility relocations are anticipated as early as Q3/Q4 2024 with anticipated construction starting for Project 1 in Q1/Q2 2025.

The City will have responsibility for engineering inspection, testing, and monitoring of the Utility Work to ensure that it is properly performed in accordance with the plans package. Except for the inspection, testing, monitoring, and reporting to be performed by the City, FDOT will perform all contract administration for its construction contract. FDOT's engineer has full authority over the

Project and the City shall be responsible for coordinating and cooperating with FDOT's engineer.

FDOT shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by FDOT's engineer to be necessary, including, but not limited to the cost of changing the plans package and the increase in the cost of performing the Utility Work.

Recommendation

It is recommended the City Commission approve the Utility Work by Highway Contractor Agreement at FDOT Expense for FDOT Project/FM#439891-1-56-02, SW 10th Street (SR 869) from FL Turnpike/Sawgrass Expy to SW 24 Avenue.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT AT FDOT EXPENSE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FINANCIAL PROJECT ID 439891-1-56-02; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation (“FDOT”) is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, identified as SW 10th Street (SR-869) from FL Turnpike/Sawgrass Expressway to SW 24th Avenue (the “Project”); and

WHEREAS, the City owns certain utility facilities that are located within the limits of the Project (the “Facilities”); and

WHEREAS, the Project requires the location, protection, relocation, adjustment, or removal of the Facilities (the “Utility Work”); and

WHEREAS, pursuant to Section 337.403(1)(b), Florida Statutes, FDOT and the City desire to enter into a Utility Work by Highway Contractor Agreement at FDOT Expense, attached as Exhibit “A,” for the Utility Work to be accomplished by FDOT’s contractor as part of the construction of the Project (the “Agreement”); and

WHEREAS, City Staff recommends the City Commission approve, and authorize execution of, the Agreement with FDOT, attached as Exhibit “A,” for the Utility Work for the Project.

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 the Utility Work for the Project.

Section 3. The City Manager is hereby authorized to execute the Agreement with FDOT, 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 City Manager or designee is authorized to take all necessary steps to implement 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
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
 (AT FDOT EXPENSE)

Form No. 710-010-21
 UTILITIES
 03/20

Financial Project ID: 439891-1-56-02	Federal Project ID:
County: Broward	State Road No.: 869
District Document No:	
Utility Agency/Owner (UAO): City of Deerfield Beach	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **City of Deerfield Beach**, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **FDOT**, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as SW 10th Street (SR-869) from FL Turnpike/Sawgrass Expy to SW 24th Ave., State Road No.:869, hereinafter referred to as the "Project"; and

WHEREAS, the **UAO** owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the **FDOT's** contractor as part of the construction of the Project; and

WHEREAS, the **FDOT**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Design of Utility Work

- a. **UAO** shall prepare a final engineering design, plans, technical special provisions, and a cost estimate for the Utility Work (hereinafter referred to as the Plans Package) on or before N/A, year of N/A.
- b. The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project and shall be suitable for reproduction.
- c. Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including, but not limited to, all clearing and grubbing, survey work, and shall include a traffic control plan.
- d. The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Design Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Design Manual is updated and conflicts with the **FDOT's** Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
- e. The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the **FDOT's** Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or

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Developmental Specifications of the **FDOT** for the Project.

- f. **UAO** shall provide a copy of the proposed Plans Package to the **FDOT**, and to such other right of way users as designated by the **FDOT**, for review at the following stages: see attached Appendix. Prior to submission of the proposed Plans Package for review at these stages, the **UAO** shall send the **FDOT** a work progress schedule explaining how the **UAO** will meet the **FDOT's** production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph a. above.
- g. In the event that the **FDOT** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **FDOT** will notify the **UAO** in writing of the deficiencies and the **UAO** will correct the deficiencies and return corrected documents within the time stated in the notice. The **FDOT's** review and approval of the documents shall not relieve the **UAO** from responsibility for subsequently discovered errors or omissions.
- h. The **FDOT** shall furnish the **UAO** such information from the **FDOT's** files as requested by the **UAO**; however, the **UAO** shall at all time be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the **FDOT** shall not relieve the **UAO** of this obligation nor transfer any of that responsibility to the **FDOT**.
- i. The Facilities and the Utility Work will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: Installation of new 12" Reclaimed Water Main. These exceptions shall be handled by separate arrangement.
- j. The **UAO** shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the **FDOT**.
- k. Upon completion of the Utility Work, the Facilities, shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to the Utility Permit see attached Appendix.
(Note: It is the intent of this line to allow either attachment of or separate reference to the permit).
- l. The cost of any design work performed pursuant to this paragraph 1 shall be reimbursed by a separate agreement.
- m. As part of the final submittal of the Plans Package, the **UAO** shall also submit an estimate of the amount of the cost of the Utility Work that should be paid for by the **UAO**, hereinafter referred to as the **UAO** Participating Amount. The determination of that amount shall be based on the credit required for any increase in the value of the new Facility and for any salvage derived from the old Facility. These credits shall be determined as follows:
 - (1) Increase in value credit.
 - (a) Expired Service Life. If an entirely new Facility is constructed and the old Facility retired, credit for the normally-expected service life of the old Facility applies.
 - (b) Upgrading. A percentage of the total cost of the Relocation Work, based on the extent of the betterment obtained from the new Facilities will be applied.
 - (2) Salvage Value. The **FDOT** shall receive fair salvage value credit for any salvage which will become available to the **UAO** as a result of the Utility Work.

The submittal shall show the calculation of the **UAO** Participating Amount in detail for each of the credits required above. The **FDOT** shall review the calculations and advise the **UAO**

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of any objections. In the event that the parties cannot come to an agreement as to the **UAO** Participating Amount, the **FDOT's** determination of the amount shall prevail.

2. Performance of Utility Work

- a. The **FDOT** shall incorporate the Plans Package into its contract for construction of the Project.
- b. The **FDOT** shall procure a contract for construction of the Project in accordance with the **FDOT's** requirements.
- c. The **UAO** shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package except for the following activities:
N/A
and will furnish the **FDOT** with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by the **FDOT**.
- d. Except for the inspection, testing, monitoring and reporting to be performed by the **UAO** in accordance with Subparagraph 2. c., the **FDOT** will perform all contract administration for its construction contract.
- e. The **UAO** shall fully cooperate with the **FDOT** and the **FDOT's** contractor in all matters relating to the performance of the Utility Work.
- f. The **FDOT's** engineer has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** engineer. In so doing, the **UAO** shall make such adjustments and changes in the Plans Package as the **FDOT's** engineer shall determine are necessary for the prosecution of the Project.
- g. The **UAO** shall not make any changes to the Plans Package after the date on which the **FDOT's** contract documents are mailed to Tallahassee for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the **FDOT's** contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the **FDOT**.

3. Cost of Utility Work

- a. Except as otherwise provided herein, the **FDOT** shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the **FDOT's** engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the **UAO**. The **FDOT** shall not be responsible for the cost of delays caused by such adjustments or changes to the extent they are attributable to the **UAO** pursuant to Subparagraph 4.a.
- b. At such time as the **FDOT** prepares its official estimate, the **FDOT** shall notify the **UAO** of the **UAO** Participating Amount, determined in accordance with Subparagraph 1.m. hereof.
- c. At least N/A (N/A) days prior to the date on which the **FDOT** advertises the Project for bids, the **UAO** will pay to the **FDOT** the **UAO** Participating Amount.
- d. If the **UAO's** percentage contribution to the portion of the bid of the contractor selected by the **FDOT** which is for performance of the Utility Work (calculated by dividing the **UAO's** Participating Amount by the amount of the **FDOT's** official estimate) exceeds the amount of the deposit made pursuant to Subparagraph c. above, then the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT**, or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the **FDOT** to bring the total amount paid to the total percentage contribution of the **UAO**. If said

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portion of the bid is less than the amount on deposit, the excess deposit shall be returned to the **UAO** in accordance with Section 215.422, Florida Statutes.

- e. The **FDOT** may use the funds paid by the **UAO** for payment of the cost of the Utility Work.
- f. Payment of the funds pursuant to this paragraph will be made (choose one):
 - ☐ directly to the **FDOT** for deposit into the State Transportation Trust Fund.
 - ☐ as provided in the attached Three Party Escrow Agreement between the **UAO**, the **FDOT**, and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the Department of Financial Services and **FDOT** Comptroller's Office prior to execution of this agreement.
- g. Upon final payment to the contractor, the **FDOT** intends to have its final and complete billing of all costs incurred in connection with the Utility Work within three hundred sixty (360) days. All cost records and accounts shall be subject to audit by a representative of the **UAO** within three (3) years after final close out of the Project.

4. Claims Against UAO

- a. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FDOT** or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the **UAO** to properly perform its obligations under this Agreement in a timely manner.
- b. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.
- c. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence and shall specify the extent to which it resolves the claim against the **FDOT**.

5. Out of Service Facilities

No Facilities shall be placed out of service unless specifically identified as such in the Plans Package. The following terms and conditions shall apply to Facilities placed Out-of-Service:

- a. The **UAO** acknowledges its present and continuing ownership of and responsibility for out of service Facilities.
- b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by **UAO**. In the event of a breach of this Agreement by **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of Subparagraph e. below.
- c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.
- d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly

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respond to information requests of the **FDOT** or other permittees using or seeking use of the right of way.

- e. The **UAO** shall remove the Facilities at the request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. In the event that the out of service Facilities would have qualified for reimbursement only under Section 337.403(1)(a), Florida Statutes, removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto. In the event that the out of service Facilities would have qualified for reimbursement for other reasons, removal of the out of service Facilities shall be reimbursed by the **FDOT** as though it had not been placed out of service. Removal shall be completed within the time specified in the **FDOT's** notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO's** expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.
- f. Except as otherwise provided in Subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in or discharging from the Facilities. Nothing in this paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT's** own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

6. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by **FDOT** to third parties.
 - (4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the **FDOT** or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.
 - (5) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT** until such time as the breach is cured.
 - (6) Pursue any other remedies legally available.

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- (7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from the **UAO**.
 - (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.
 - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

7. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT FDOT EXPENSE)

Form No. 710-010-21
UTILITIES
03/20

FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

9. Miscellaneous

- a. Time is of essence in the performance of all obligations under this Agreement.
- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the current Utility Accommodation Manual in effect at the time the Plans Package is prepared and the current utility permit for the Facilities; provided, however, that the **UAO** shall not be obligated to protect or maintain any of the Facilities to the extent the **FDOT's** contractor has that obligation as part of the Utility Work pursuant to the **FDOT's** specifications.
- c. The **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.
- d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.
- e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT FDOT EXPENSE)

Form No. 710-010-21
UTILITIES
03/20

If to the **UAO**:

Mr. David Santucci, City Manager

150 NE 2nd Ave., Deerfield Beach, FL 33441

web.citymgr@deerfield-beach.com, (954) 480-4263

If to the **FDOT**:

Mr. Kadian McLean, District Utilities Administrator

3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309

Kadian.McLean@dot.state.fl.us (954) 777-4128

10. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes To Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes To Form Document."

You MUST signify by selecting or checking which of the following applies:

- ☐ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- ☒ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Deerfield Beach

BY: (Signature)

DATE: _____

(Typed Name: David Santucci)

(Typed Title: City Manager)

Recommend Approval by the District Utility Office

BY: (Signature)

DATE: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT FDOT EXPENSE)

Form No. 710-010-21
UTILITIES
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FDOT Legal review

BY: (Signature) _____ DATE: _____
District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____ DATE: _____
(Typed Name: Steven C. Braun, P.E.)
(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____ DATE: _____
(Typed Name: _____)
(Typed Title: _____)

Changes to Form Document

Attachments

1. Appendix "Changes to Form Document"
2. Exhibit A
3. Exhibit B
4. Appendix A of Assurances

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT FDOT EXPENSE)

APPENDIX: "CHANGES TO FORM DOCUMENT"

The following changes are hereby made to the Utility Work by Highway Contractor Agreement (at FDOT Expense) between State of Florida Department of Transportation (the "FDOT") and City of Deerfield Beach (the "UAO") dated the _____ day of _____, year of _____, for the project identified as SW 10th Street (SR-869) from FL Turnpike / Sawgrass Expy to SW 24th Ave.:

1. Subparagraph 1.a. is changed to read as follows:

"The FDOT Design-Build Firm shall prepare a final engineering design, plans, technical special provisions, and a price proposal for the Utility Work (hereinafter referred to as the Plans Package)."

2. Subparagraph 1.d. is changed to read as follows:

"The Plans Package shall be prepared in compliance with the UAO's and Broward County's design standards and the FDOT's Utility Accommodation Manual and contract documents for the project. In cases where the UAO's design standards are incomplete, then Broward County's design standards shall apply where such gaps exist."

3. Subparagraph 1.e. is changed to read as follows:

"The technical special provisions which are a part of the Final Design Plans Package by the Design-Build Firm shall be prepared in accordance with the UAO's and Broward County's technical specifications and FDOT's guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the FDOT's Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the FDOT Project. In cases where the UAO's technical specifications are incomplete, then Broward County's technical specifications shall apply where such gaps exist."

4. Subparagraph 1.f. is changed to read as follows:

"FDOT shall provide a copy of the proposed Final Design Plans Package prepared by the Design-Build Firm to the UAO, and to such other right of way users as designated by the FDOT, for review at the following stages: Utility Master Plan submittal, 90% plans submittal and Final plans submittal. The UAO will have ten (10) calendar days (excluding weekends and FDOT observed Holidays) from each of the formal plans submittal dates to provide FDOT with plans review comments in writing. The UAO shall be co-signatory on any regulatory (non-UAO) permits in their role as the owner/operator of the Utility Work."

5. Subparagraph 1.g. is changed to read as follows:

"In the event that the UAO finds any deficiencies in the Final Design Plans Package during the reviews performed pursuant to Subparagraph 1.f., the UAO will notify the FDOT in writing of the deficiencies within ten (10) calendar days (excluding weekends and FDOT observed Holidays) of the formal plans submittal date."

6. Subparagraph 1.h. is changed to read as follows:

"The UAO shall furnish to the FDOT Design-Build Firm such information from the UAO's files as requested by the FDOT Design-Build Firm. The UAO shall be responsible for providing correct and accurate information to the FDOT Design-Build Firm. However, the FDOT Design-Build Firm shall at all times be responsible for proper preparation of the Plans Package and for verifying all

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT FDOT EXPENSE)

information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities and existing utilities. The providing of information by the FDOT shall not relieve the UAO of this obligation nor transfer any responsibility to the FDOT.”

7. Subparagraph 1.k. is changed to read as follows:

“Upon completion of the Utility Work, the Facilities shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to the FDOT Utility Permit: _____ (TBD). This agreement will constitute all coordination and reviews by the UAO and no further permits will be required for the Utility Work.”

8. Subparagraph 1.l. is deleted.

9. Subparagraph 1.m is changed to read as follows:

“There is no cost of the Utility Work that should be paid for by the UAO, referred to as the UAO Participating Amount.

- (1) Salvage Value. The FDOT shall receive fair salvage value credit for any salvage which will become available as a result of the Utility Work.”

10. Subparagraph 2.f. is changed to read as follows:

“The FDOT has full authority over the Project and the UAO shall be responsible for coordinating and cooperating with FDOT.”

11. Subparagraph 2.g. is changed to read as follows:

“All changes to the Final Design Plans Package, regardless of the nature of the change or the timing of the change, shall be subject to prior approval of the FDOT.”

12. Subparagraph 3.a. is changed to read as follows:

“Except as otherwise provided herein, the FDOT shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the FDOT’s engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work. The FDOT shall not be responsible for the cost of delays caused by such adjustments or changes to the extent they are attributable to the UAO pursuant to Subparagraph 4.a.”

13. Subparagraph 3.b. through 3.g. are deleted.

14. Subparagraph 4.a. is changed to read as follows:

“The UAO shall be responsible for all costs incurred as a result of any delay to the FDOT or its contractors caused by failure of the UAO to properly perform its obligations under this Agreement in a timely manner.”

15. Subparagraph 4.b is changed to read as follows:

“In the event the FDOT Design-Build Firm provides a notice of intent to make a claim against the FDOT relating to the Utility Work, the FDOT will notify the UAO of the notice of intent and the

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT FDOT EXPENSE)

UAO will thereafter keep and maintain daily field reports and all other records relating to the intended claim, if applicable.”

16. Subparagraph 5.c. is changed to read as follows:

“The FDOT’s Design-Build Firm shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the FDOT to use due care in its dealings with others.”

17. Subparagraph 5.f. is changed to read as follows:

“Except as otherwise provided in this Agreement, the UAO agrees that the Facilities shall forever remain the legal and financial responsibility of the UAO.”

18. Subparagraph 8 is removed.

19. Subparagraph 9.d. is changed to read as follows:

“This Agreement, including the Appendix, constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect hereto, except that the parties understand and agree that the FDOT has manual and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.”

Exhibit A

Scope of Services

FM# 439891-1-56-02

Utility Relocation work for City of Deerfield Beach of existing Potable Water Mains, Force Mains, and Raw Water Mains, to include the following items as described in Exhibit B, "Summary of Quantities."

Exhibit B

Summary of Quantities FDOT FM # 439891-1-56-02

ITEM	DESCRIPTION	UNIT	QUANTITY
1050-31-204	Utility Pipe (F&I) (PVC) (Force Main) (4")	LF	200.00
1050-31-206	Utility Pipe (F&I) (PVC) (Force Main) (6")	LF	200.00
1050-31-208	Utility Pipe (F&I) (PVC) (Force Main) (8")	LF	2,000.00
1050-31-212	Utility Pipe (F&I) (PVC) (Force Main) (12")	LF	5,137.00
1050-31-216	Utility Pipe (F&I) (PVC) (Raw WM) (16")	LF	1,000.00
1050-51-206	Utility Pipe (F&I) (DIP) (Water) (6")	LF	500.00
1050-51-208	Utility Pipe (F&I) (DIP) (Water) (8")	LF	270.00
1050-51-212	Utility Pipe (F&I) (DIP) (Water) (12")	LF	158.00
1050-51-216	Utility Pipe (F&I) (DIP) (Water) (16")	LF	90.00
1050-51-220	Utility Pipe (F&I) (DIP) (Water) (20")	LF	5,261.00
1050-61-116	Utility Pipe (Furnish Only) (Steel Casing) (16")	LF	119.00
1050-61-124	Utility Pipe (Furnish Only) (Steel Casing) (24")	LF	279.00
1050-61-136	Utility Pipe (Furnish Only) (Steel Casing) (36")	LF	137.00
1060 25	Utility Structure, Above Ground (Adjust & Modify)	EA	1.00
	Utility Fixture (F&I) (Fittings, Valves, Tees, Taps, Line Stops, ARVs, Fire Hydrants, etc.) (Various Sizes)	EA	154.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
(Appendix A of Assurances)

710-010-08
UTILITIES
OGC-04/17

Financial Project ID: 439891-1-56-02	Federal Project ID: D422 007 B
County: Broward	State Road No.: 869
District Document No:	
Utility Agency/Owner (UAO): City of Deerfield Beach	

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest (**hereinafter referred to as the UAO**), agrees as follows:

(1) **Compliance with Regulations:** The **UAO** will comply with the Regulations of the **FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT)** relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT** (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **UAO**, with regard to the work performed by it after award and prior to completion of the **UAO** work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **UAO** will 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 A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **UAO** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **UAO** of the **UAO's** obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **"Buy America" Requirements:** The **UAO** will use domestic steel and/or iron products incorporated into the finished work in compliance with the Buy America provisions of 23 CFR 635.410 as amended. As used in this provision, "steel and/or iron products" means manufactured products that are predominately steel and/or iron products and that are not otherwise exempt from Buy America requirements pursuant to rules and regulations of the Federal Highway Administration. As used in this provision, "domestic" means products that are manufactured in the United States which have not undergone any manufacturing process outside of the United States that modified the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through final shaping and coating. If a steel and/or iron product is taken outside the United States for any manufacturing process, it becomes foreign source steel and/or iron products. The **UAO** may incorporate into the finished work foreign source steel and/or iron products as long as the actual cost of such foreign products does not exceed 0.1% of the total amount of this Agreement, or \$2,500.00 whichever is greater. The **UAO** will retain documentation verifying compliance with the Buy America provision of this Agreement for a period of 3 years after final payment of the finished work. Upon request, the **UAO** will provide the documentation verifying compliance with the Buy America provision of this Agreement. The **UAO** will provide a certification with the invoice that states the following: "The UAO certifies that all manufactured products that are predominately steel and/or iron are domestic products in compliance with the Buy America provisions of 23 CFR 635.410 as amended except for the foreign source steel and/or iron allowance of 0.1% of the total amount of the agreement between the Florida Department of Transportation and the UAO, or \$2,500.00 whichever is greater."

(5) **Information and Reports:** The **UAO** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **UAO** is in the exclusive possession of another who fails or refuses to furnish this information, the **UAO** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
(Appendix A of Assurances)

710-010-08
UTILITIES
OGC-04/17

(6) **Sanctions for Noncompliance:** In the event of the **UAO's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the Agreement until the **UAO** complies; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(7) **Incorporation of Provisions:** The **UAO** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **UAO** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **UAO** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **UAO** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **UAO** may request the United States to enter into such litigation to protect the interests of the United States.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1364

Agenda Date: 7/12/2022

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 Utility Work by Highway Contractor Agreement at FDOT Expense with the Florida Department of Transportation for Financial Project ID 436964-2-56-02; authorizing execution of the Agreement; 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

The Florida Department of Transportation ("FDOT") is reconstructing the corridor identified as SW 10th Street (SR-869) as two projects identified as Financial Project ID 439891-1-56-02 and 436964-2-56-02, which encompass: SW 10th Street from from FL Turnpike/Sawgrass Expy to SW 24th Avenue, State Road 869 ("Project 1"); and I-95 (SR-9) Interchange & SW 10th St Connector from SW 24th Avenue to SW Natura Boulevard ("Project 2") (Project 1 and Project 2 collectively, the "Project"). A separate Utility Work by Highway Contractor Agreement is provided for each respective portion of the project. The attached agreement is for Project 2, FPID 436964-2-56-02, I-95 (SR-9) Interchange & SW 10th Street, Connector/SW 10th Street (SR 869) from SW 24th Avenue to SW Natura Boulevard. City water and sewer facilities ("Facilities") currently occupy existing rights of way within this corridor. To continue to provide these necessary public services, it is necessary to maintain these facilities within the SW 10th Street corridor.

The Project requires the removal, relocation, and adjustment of the facilities (the "Utility Work"). Pursuant to Section 337.403(1)(b), Florida Statutes, FDOT and the City desire to enter into a joint agreement for Utility Work, will be accomplished by FDOT's contractor as part of the construction of the Project at the cost of FDOT (the "Agreement").

Current Activity

FDOT is currently preparing the design criteria package in coordination with the City to procure a design/build contractor. Project 2 is slated to advertise in August 2022 with bid letting in July 2023. Utility relocations are anticipated as early as Q3 2023 with anticipated construction starting for Project 2 in Q1 2024.

The City will have responsibility for engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the plans package. Except for the inspection, testing, monitoring and reporting to be performed by the City, FDOT will perform all contract administration for its construction contract. FDOT's engineer has full authority over the

Project and the City shall be responsible for coordinating and cooperating with FDOT's engineer.

FDOT shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by FDOT's engineer to be necessary, including, but not limited to the cost of changing the plans package and the increase in the cost of performing the Utility Work.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach, Florida approve the Utility Work by Highway Contractor Agreements for FDOT Project/FM# 436964-2-56-02 , I-95 (SR-9) Interchange & S W 10th Street Connector/SW 10th Street. (SR 869) from SW 24 Avenue to SW Natura Boulevard.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT AT FDOT EXPENSE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FINANCIAL PROJECT ID 436964-2-56-02; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation (“FDOT”) is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, identified as I-95 (SR-9) Interchange & SW 10th St. Corridor/SW 10th St. (SR-869) from SW 24th Ave to SW Natura Blvd. (the “Project”); and

WHEREAS, the City owns certain utility facilities that are located within the limits of the Project (the “Facilities”); and

WHEREAS, the Project requires the location, protection, relocation, adjustment, or removal of the Facilities (the “Utility Work”); and

WHEREAS, pursuant to Section 337.403(1)(b), Florida Statutes, FDOT and the City desire to enter into a Utility Work by Highway Contractor Agreement at FDOT Expense, attached as Exhibit “A,” for the Utility Work to be accomplished by FDOT’s contractor as part of the construction of the Project (the “Agreement”); and

WHEREAS, City Staff recommends the City Commission approve, and authorize execution of, the Agreement with FDOT, attached as Exhibit “A,” for the Utility Work for the Project.

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 the Utility Work for the Project.

Section 3. The City Manager is hereby authorized to execute the Agreement with FDOT, 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 City Manager or designee is authorized to take all necessary steps to implement 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
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT FDOT EXPENSE)

Form No. 710-010-21
UTILITIES
03/20

Financial Project ID: 436964-2-56-02	Federal Project ID: D422 066 B
County: Broward	State Road No.: 9
District Document No:	
Utility Agency/Owner (UAO): City of Deerfield Beach	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **City of Deerfield Beach**, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **FDOT**, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as I-95 (SR-9) Interchange & SW 10th St. Connector / SW 10th St. (SR-869) from SW 24th Ave. to SW Natura Blvd., State Road No.: 9, hereinafter referred to as the "**Project**"; and

WHEREAS, the **UAO** owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "**Facilities**" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "**Utility Work**"; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the **FDOT's** contractor as part of the construction of the Project; and

WHEREAS, the **FDOT**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Design of Utility Work

- a. **UAO** shall prepare a final engineering design, plans, technical special provisions, and a cost estimate for the Utility Work (hereinafter referred to as the Plans Package) on or before N/A, year of N/A.
- b. The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project and shall be suitable for reproduction.
- c. Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including, but not limited to, all clearing and grubbing, survey work, and shall include a traffic control plan.
- d. The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Design Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Design Manual is updated and conflicts with the **FDOT's** Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
- e. The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the **FDOT's** Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or

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Developmental Specifications of the **FDOT** for the Project.

- f. **UAO** shall provide a copy of the proposed Plans Package to the **FDOT**, and to such other right of way users as designated by the **FDOT**, for review at the following stages: see attached Appendix. Prior to submission of the proposed Plans Package for review at these stages, the **UAO** shall send the **FDOT** a work progress schedule explaining how the **UAO** will meet the **FDOT's** production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph a. above.
- g. In the event that the **FDOT** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **FDOT** will notify the **UAO** in writing of the deficiencies and the **UAO** will correct the deficiencies and return corrected documents within the time stated in the notice. The **FDOT's** review and approval of the documents shall not relieve the **UAO** from responsibility for subsequently discovered errors or omissions.
- h. The **FDOT** shall furnish the **UAO** such information from the **FDOT's** files as requested by the **UAO**; however, the **UAO** shall at all time be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the **FDOT** shall not relieve the **UAO** of this obligation nor transfer any of that responsibility to the **FDOT**.
- i. The Facilities and the Utility Work will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: Installation of new 12" Reclaimed Water Main. These exceptions shall be handled by separate arrangement.
- j. The **UAO** shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the **FDOT**.
- k. Upon completion of the Utility Work, the Facilities, shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to the Utility Permit see attached Appendix.
(Note: It is the intent of this line to allow either attachment of or separate reference to the permit).
- l. The cost of any design work performed pursuant to this paragraph 1 shall be reimbursed by a separate agreement.
- m. As part of the final submittal of the Plans Package, the **UAO** shall also submit an estimate of the amount of the cost of the Utility Work that should be paid for by the **UAO**, hereinafter referred to as the **UAO** Participating Amount. The determination of that amount shall be based on the credit required for any increase in the value of the new Facility and for any salvage derived from the old Facility. These credits shall be determined as follows:
 - (1) Increase in value credit.
 - (a) Expired Service Life. If an entirely new Facility is constructed and the old Facility retired, credit for the normally-expected service life of the old Facility applies.
 - (b) Upgrading. A percentage of the total cost of the Relocation Work, based on the extent of the betterment obtained from the new Facilities will be applied.
 - (2) Salvage Value. The **FDOT** shall receive fair salvage value credit for any salvage which will become available to the **UAO** as a result of the Utility Work.

The submittal shall show the calculation of the **UAO** Participating Amount in detail for each of the credits required above. The **FDOT** shall review the calculations and advise the **UAO**

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of any objections. In the event that the parties cannot come to an agreement as to the **UAO** Participating Amount, the **FDOT's** determination of the amount shall prevail.

2. Performance of Utility Work

- a. The **FDOT** shall incorporate the Plans Package into its contract for construction of the Project.
- b. The **FDOT** shall procure a contract for construction of the Project in accordance with the **FDOT's** requirements.
- c. The **UAO** shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package except for the following activities:
N/A
and will furnish the **FDOT** with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by the **FDOT**.
- d. Except for the inspection, testing, monitoring and reporting to be performed by the **UAO** in accordance with Subparagraph 2. c., the **FDOT** will perform all contract administration for its construction contract.
- e. The **UAO** shall fully cooperate with the **FDOT** and the **FDOT's** contractor in all matters relating to the performance of the Utility Work.
- f. The **FDOT's** engineer has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** engineer. In so doing, the **UAO** shall make such adjustments and changes in the Plans Package as the **FDOT's** engineer shall determine are necessary for the prosecution of the Project.
- g. The **UAO** shall not make any changes to the Plans Package after the date on which the **FDOT's** contract documents are mailed to Tallahassee for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the **FDOT's** contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the **FDOT**.

3. Cost of Utility Work

- a. Except as otherwise provided herein, the **FDOT** shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the **FDOT's** engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the **UAO**. The **FDOT** shall not be responsible for the cost of delays caused by such adjustments or changes to the extent they are attributable to the **UAO** pursuant to Subparagraph 4.a.
- b. At such time as the **FDOT** prepares its official estimate, the **FDOT** shall notify the **UAO** of the **UAO** Participating Amount, determined in accordance with Subparagraph 1.m. hereof.
- c. At least N/A (N/A) days prior to the date on which the **FDOT** advertises the Project for bids, the **UAO** will pay to the **FDOT** the **UAO** Participating Amount.
- d. If the **UAO's** percentage contribution to the portion of the bid of the contractor selected by the **FDOT** which is for performance of the Utility Work (calculated by dividing the **UAO's** Participating Amount by the amount of the **FDOT's** official estimate) exceeds the amount of the deposit made pursuant to Subparagraph c. above, then the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT**, or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the **FDOT** to bring the total amount paid to the total percentage contribution of the **UAO**. If said

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portion of the bid is less than the amount on deposit, the excess deposit shall be returned to the **UAO** in accordance with Section 215.422, Florida Statutes.

- e. The **FDOT** may use the funds paid by the **UAO** for payment of the cost of the Utility Work.
- f. Payment of the funds pursuant to this paragraph will be made (choose one):
 - ☐ directly to the **FDOT** for deposit into the State Transportation Trust Fund.
 - ☐ as provided in the attached Three Party Escrow Agreement between the **UAO**, the **FDOT**, and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the Department of Financial Services and **FDOT** Comptroller's Office prior to execution of this agreement.
- g. Upon final payment to the contractor, the **FDOT** intends to have its final and complete billing of all costs incurred in connection with the Utility Work within three hundred sixty (360) days. All cost records and accounts shall be subject to audit by a representative of the **UAO** within three (3) years after final close out of the Project.

4. Claims Against UAO

- a. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FDOT** or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the **UAO** to properly perform its obligations under this Agreement in a timely manner.
- b. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.
- c. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence and shall specify the extent to which it resolves the claim against the **FDOT**.

5. Out of Service Facilities

No Facilities shall be placed out of service unless specifically identified as such in the Plans Package. The following terms and conditions shall apply to Facilities placed Out-of-Service:

- a. The **UAO** acknowledges its present and continuing ownership of and responsibility for out of service Facilities.
- b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by **UAO**. In the event of a breach of this Agreement by **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of Subparagraph e. below.
- c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.
- d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly

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respond to information requests of the **FDOT** or other permittees using or seeking use of the right of way.

- e. The **UAO** shall remove the Facilities at the request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. In the event that the out of service Facilities would have qualified for reimbursement only under Section 337.403(1)(a), Florida Statutes, removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto. In the event that the out of service Facilities would have qualified for reimbursement for other reasons, removal of the out of service Facilities shall be reimbursed by the **FDOT** as though it had not been placed out of service. Removal shall be completed within the time specified in the **FDOT's** notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO's** expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.
- f. Except as otherwise provided in Subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in or discharging from the Facilities. Nothing in this paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT's** own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

6. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by **FDOT** to third parties.
 - (4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the **FDOT** or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.
 - (5) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT** until such time as the breach is cured.
 - (6) Pursue any other remedies legally available.

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- (7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from the **UAO**.
 - (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.
 - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

7. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

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FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

9. Miscellaneous

- a. Time is of essence in the performance of all obligations under this Agreement.
- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the current Utility Accommodation Manual in effect at the time the Plans Package is prepared and the current utility permit for the Facilities; provided, however, that the **UAO** shall not be obligated to protect or maintain any of the Facilities to the extent the **FDOT's** contractor has that obligation as part of the Utility Work pursuant to the **FDOT's** specifications.
- c. The **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.
- d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.
- e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

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If to the **UAO**:

Mr. David Santucci, City Manager

150 NE 2nd Ave., Deerfield Beach, FL 33441

web.citymgr@deerfield-beach.com

If to the **FDOT**:

Mr. Kadian McLean, District Utilities Administrator

3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309

Kadian.McLean@dot.state.fl.us (954) 777-4128

10. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes To Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes To Form Document."

You MUST signify by selecting or checking which of the following applies:

- ☐ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- ☒ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Deerfield Beach

BY: (Signature)

DATE: _____

(Typed Name: David Santucci)

(Typed Title: City Manager)

Recommend Approval by the District Utility Office

BY: (Signature)

DATE: _____

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FDOT Legal review

BY: (Signature) _____ DATE: _____
District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____ DATE: _____
(Typed Name: Steven C. Braun, P.E.)
(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____ DATE: _____
(Typed Name: _____)
(Typed Title: _____)

Changes to Form Document Attachments

1. Appendix "Changes to Form Document"
2. Exhibit A
3. Exhibit B
4. Appendix A of Assurances

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APPENDIX: "CHANGES TO FORM DOCUMENT"

The following changes are hereby made to the Utility Work by Highway Contractor Agreement (at FDOT Expense) between State of Florida Department of Transportation (the "FDOT") and City of Deerfield Beach (the "UAO") dated the _____ day of _____, year of _____, for the project identified as I-95 (SR-9) Interchange & SW 10th St. Connector / SW 10th St. (SR-869) from SW 24th Ave. to SW Natura Blvd.:

1. Subparagraph 1.a. is changed to read as follows:

"The FDOT Design-Build Firm shall prepare a final engineering design, plans, technical special provisions, and a price proposal for the Utility Work (hereinafter referred to as the Plans Package)."

2. Subparagraph 1.d. is changed to read as follows:

"The Plans Package shall be prepared in compliance with the UAO's and Broward County's design standards and the FDOT's Utility Accommodation Manual and contract documents for the project. In cases where the UAO's design standards are incomplete, then Broward County's design standards shall apply where such gaps exist."

3. Subparagraph 1.e. is changed to read as follows:

"The technical special provisions which are a part of the Final Design Plans Package by the Design-Build Firm shall be prepared in accordance with the UAO's and Broward County's technical specifications and FDOT's guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the FDOT's Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the FDOT Project. In cases where the UAO's technical specifications are incomplete, then Broward County's technical specifications shall apply where such gaps exist."

4. Subparagraph 1.f. is changed to read as follows:

"FDOT shall provide a copy of the proposed Final Design Plans Package prepared by the Design-Build Firm to the UAO, and to such other right of way users as designated by the FDOT, for review at the following stages: Utility Master Plan submittal, 90% plans submittal and Final plans submittal. The UAO will have ten (10) calendar days (excluding weekends and FDOT observed Holidays) from each of the formal plans submittal dates to provide FDOT with plans review comments in writing. The UAO shall be co-signatory on any regulatory (non-UAO) permits in their role as the owner/operator of the Utility Work."

5. Subparagraph 1.g. is changed to read as follows:

"In the event that the UAO finds any deficiencies in the Final Design Plans Package during the reviews performed pursuant to Subparagraph 1.f., the UAO will notify the FDOT in writing of the deficiencies within ten (10) calendar days (excluding weekends and FDOT observed Holidays) of the formal plans submittal date."

6. Subparagraph 1.h. is changed to read as follows:

"The UAO shall furnish to the FDOT Design-Build Firm such information from the UAO's files as requested by the FDOT Design-Build Firm. The UAO shall be responsible for providing correct and accurate information to the FDOT Design-Build Firm. However, the FDOT Design-Build Firm

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shall at all times be responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities and existing utilities. The providing of information by the FDOT shall not relieve the UAO of this obligation nor transfer any responsibility to the FDOT.”

7. Subparagraph 1.k. is changed to read as follows:

“Upon completion of the Utility Work, the Facilities shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to the FDOT Utility Permit: _____ (TBD). This agreement will constitute all coordination and reviews by the UAO and no further permits will be required for the Utility Work.”

8. Subparagraph 1.l. is deleted.

9. Subparagraph 1.m is changed to read as follows:

“There is no cost of the Utility Work that should be paid for by the UAO, referred to as the UAO Participating Amount.

- (1) Salvage Value. The FDOT shall receive fair salvage value credit for any salvage which will become available as a result of the Utility Work.”

10. Subparagraph 2.f. is changed to read as follows:

“The FDOT has full authority over the Project and the UAO shall be responsible for coordinating and cooperating with FDOT.”

11. Subparagraph 2.g. is changed to read as follows:

“All changes to the Final Design Plans Package, regardless of the nature of the change or the timing of the change, shall be subject to prior approval of the FDOT.”

12. Subparagraph 3.a. is changed to read as follows:

“Except as otherwise provided herein, the FDOT shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the FDOT’s engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work. The FDOT shall not be responsible for the cost of delays caused by such adjustments or changes to the extent they are attributable to the UAO pursuant to Subparagraph 4.a.”

13. Subparagraph 3.b. through 3.g. are deleted.

14. Subparagraph 4.a. is changed to read as follows:

“The UAO shall be responsible for all costs incurred as a result of any delay to the FDOT or its contractors caused by failure of the UAO to properly perform its obligations under this Agreement in a timely manner.”

15. Subparagraph 4.b is changed to read as follows:

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“In the event the FDOT Design-Build Firm provides a notice of intent to make a claim against the FDOT relating to the Utility Work, the FDOT will notify the UAO of the notice of intent and the UAO will thereafter keep and maintain daily field reports and all other records relating to the intended claim, if applicable.”

16. Subparagraph 5.c. is changed to read as follows:

“The FDOT’s Design-Build Firm shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the FDOT to use due care in its dealings with others.”

17. Subparagraph 5.f. is changed to read as follows:

“Except as otherwise provided in this Agreement, the UAO agrees that the Facilities shall forever remain the legal and financial responsibility of the UAO.”

18. Subparagraph 8 is removed.

19. Subparagraph 9.d. is changed to read as follows:

“This Agreement, including the Appendix, constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect hereto, except that the parties understand and agree that the FDOT has manual and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.”

Exhibit A

Scope of Services

FM# 436964-2-56-02

Utility Relocation work for City of Deerfield Beach of existing Potable Water Mains, Force Mains, and Raw Water Mains, to include the following items as described in Exhibit B, "Summary of Quantities."

Exhibit B

Summary of Quantities FDOT FM # 436964-2-56-02

ITEM	DESCRIPTION	UNIT	QUANTITY
1050-31-206	Utility Pipe (F&I) (PVC) (Force Main) (6")	LF	44.00
1050-51-208	Utility Pipe (F&I) (DIP) (Water) (8")	LF	418.00
1050-51-212	Utility Pipe (F&I) (DIP) (Water) (12")	LF	2,085.00
1050-51-216	Utility Pipe (F&I) (DIP) (Water & Raw WM) (16")	LF	6,545.00
1050-51-220	Utility Pipe (F&I) (DIP) (Force Main) (20")	LF	6,130.00
1050-51-224	Utility Pipe (F&I) (DIP) (Water & Raw WM) (24")	LF	4,380.00
1050-61-124	Utility Pipe (Furnish Only) (Steel Casing) (24")	LF	150.00
1050-61-130	Utility Pipe (Furnish Only) (Steel Casing) (30")	LF	1,735.00
1050-61-136	Utility Pipe (Furnish Only) (Steel Casing) (36")	LF	1,606.00
1050-61-142	Utility Pipe (Furnish Only) (Steel Casing) (42")	LF	684.00
	Utility Fixture (F&I) (Fittings, Valves, Tees, Taps, Line Stops, ARVs, Fire Hydrants, etc.) (Various Sizes)	EA	98.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
 (Appendix A of Assurances)

710-010-08
 UTILITIES
 OGC-04/17

Financial Project ID: 436964-2-56-02	Federal Project ID: D422 006 B
County: Broward	State Road No.: 9
District Document No:	
Utility Agency/Owner (UAO): City of Deerfield Beach	

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest (**hereinafter referred to as the UAO**), agrees as follows:

(1) **Compliance with Regulations:** The **UAO** will comply with the Regulations of the **FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT)** relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT** (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **UAO**, with regard to the work performed by it after award and prior to completion of the **UAO** work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **UAO** will 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 A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **UAO** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **UAO** of the **UAO's** obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **"Buy America" Requirements:** The **UAO** will use domestic steel and/or iron products incorporated into the finished work in compliance with the Buy America provisions of 23 CFR 635.410 as amended. As used in this provision, "steel and/or iron products" means manufactured products that are predominately steel and/or iron products and that are not otherwise exempt from Buy America requirements pursuant to rules and regulations of the Federal Highway Administration. As used in this provision, "domestic" means products that are manufactured in the United States which have not undergone any manufacturing process outside of the United States that modified the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through final shaping and coating. If a steel and/or iron product is taken outside the United States for any manufacturing process, it becomes foreign source steel and/or iron products. The **UAO** may incorporate into the finished work foreign source steel and/or iron products as long as the actual cost of such foreign products does not exceed 0.1% of the total amount of this Agreement, or \$2,500.00 whichever is greater. The **UAO** will retain documentation verifying compliance with the Buy America provision of this Agreement for a period of 3 years after final payment of the finished work. Upon request, the **UAO** will provide the documentation verifying compliance with the Buy America provision of this Agreement. The **UAO** will provide a certification with the invoice that states the following: "The UAO certifies that all manufactured products that are predominately steel and/or iron are domestic products in compliance with the Buy America provisions of 23 CFR 635.410 as amended except for the foreign source steel and/or iron allowance of 0.1% of the total amount of the agreement between the Florida Department of Transportation and the UAO, or \$2,500.00 whichever is greater."

(5) **Information and Reports:** The **UAO** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **UAO** is in the exclusive possession of another who fails or refuses to furnish this information, the **UAO** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
(Appendix A of Assurances)

710-010-08
UTILITIES
OGC-04/17

(6) **Sanctions for Noncompliance:** In the event of the **UAO's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the Agreement until the **UAO** complies; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(7) **Incorporation of Provisions:** The **UAO** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **UAO** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **UAO** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **UAO** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **UAO** may request the United States to enter into such litigation to protect the interests of the United States.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1345

Agenda Date: 7/12/2022

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 Right of Way Acquisition Memorandum of Agreement with the Florida Department of Transportation; authorizing execution of the Agreement; 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 Florida Department of Transportation ("FDOT") is constructing a transportation project for the SW 10th Street and I-95 Interchange project in Broward County, Florida; State Road (SR 9)/I-95 from south of SW 10th Street to north of Hillsboro Boulevard and; SW 10th Street from SW 24th Avenue to FAU Research Park Boulevard, and Military Trail from south of SW 10th Street to north of SW 10th Street, associated with FPID 436964-2 (the "Project").

The City is owner of Military Trail from south of SW 10th Street to north of SW 10th Street. Pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes, and federal funding provisions, FDOT is authorized to undertake projects within the City's geographical limits. The Project will involve the acquisition of various property interests along the Project corridor; and the Project will involve the transfer of existing public right-of-way owned by the City to the FDOT. FDOT plans to construct the Project and conduct right of way acquisition and related activities, on the Project for and on behalf of the City for City utilities to prepare the Project for construction. FDOT will conduct its right of way acquisition activities in accordance with its right of way procedures and applicable federal acquisition requirements. It is agreed that it is in the best interest of the public to promote a cooperative effort between the City and the FDOT for the successful completion of the Project.

Current Activity

Upon completion of its acquisition and construction activities for the Project, FDOT will transfer to the City acquired property rights along the corridor, including excess property acquired by FDOT on behalf of the City. The conveyance will include a transfer and assignment of all rights and obligations pursuant to any maintenance agreement, utility agreement, subordination, and/or other agreements or matters of record relating to the property to be conveyed and the City will assume all responsibilities and liabilities as set forth in the conveyance documents that run with the land. The City agrees to cooperate with FDOT regarding the partial conveyance of right-of-way owned by the City to FDOT. The City will donate and convey portions of right-of-way as depicted in attached exhibits within six (6) months of an official written request by FDOT. The City will cooperate with

FDOT should the right-of-way requirements change due to unforeseen circumstances, provided City facilities are not damaged by any conveyance of right-of-way interests. In the event damage is unavoidable, FDOT shall provide compensation or a cure acceptable to both parties.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve a Right of Way Acquisition Memorandum of Agreement between the State of Florida Department of Transportation and the City of Deerfield Beach for the SW 10th Street and I-95 Interchange project.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A RIGHT OF WAY ACQUISITION MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation (“FDOT”) is constructing a transportation project for the SW 10th Street and I-95 Interchange project in Broward County, Florida; State Road (SR) 9/I-95 from south of SW 10th Street to north of Hillsboro Boulevard and; SW 10th Street from SW 24th Avenue to FAU Research Park Boulevard, and Military Trail from south of SW 10th Street to north of SW 10th Street, associated with FPID 436964-2, (the “Project”) and

WHEREAS, the City owns a portion of the right of away on Military Trail from south of SW 10th Street to north of SW 10th Street; and

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes, and federal funding provisions, FDOT is authorized to undertake projects within the City’s geographical limits; and

WHEREAS, the Project will involve the acquisition of various property interests along the Project corridor; and

WHEREAS, the Project will involve the transfer of existing public right-of-way owned by the City to FDOT; and

WHEREAS, FDOT plans to construct the Project and conduct right of way acquisition and related activities, including eminent domain proceedings, on the Project for and on behalf of the City to prepare the Project for construction; and

WHEREAS, FDOT will conduct its right of way acquisition activities in accordance with its right of way procedures and applicable federal acquisition requirements; and

WHEREAS, upon completion of its acquisition and construction activities for the Project, FDOT will transfer to the City acquired property rights along the corridor, including property acquired by FDOT on behalf of the City; and

WHEREAS, City Staff recommends the City Commission approve, and authorize execution of, the Right of Way Acquisition Memorandum of Agreement with FDOT, attached as Exhibit “A,” related to the Project (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 Agreement with FDOT, attached as Exhibit “A,” related to the Project.

Section 3. The City Manager is hereby authorized to execute the Agreement with FDOT, 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 City Manager or designee is authorized to take all necessary steps to implement the aims of this Resolution, including executing and recording the documents necessary to transfer City rights of way to FDOT.

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

**RIGHT OF WAY ACQUISITION
MEMORANDUM OF AGREEMENT**

This is a Memorandum of Agreement ("MOA") made and entered into this ____ day of _____, 20____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida ("DEPARTMENT") and the City of Deerfield Beach, a municipal corporation in the state of Florida ("AGENCY").

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing a transportation project for the SW 10th Street and I-95 Interchange project in Broward County, Florida; State Road (SR) 9/I-95 from south of SW 10th Street to north of Hillsboro Boulevard and; SW 10th St from SW 24th Ave to FAU Research Park Blvd, and Military Trail from south of SW 10th St to north of SW 10th ST, as depicted in the attached Exhibit "A" and associated with FPID 436964-2, (the Project) and

WHEREAS, the AGENCY is the owner of Military Trail from south of SW 10th St to north of SW 10th ST, the ("AGENCY FACILITY"); and

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes, and federal funding provisions, the DEPARTMENT is authorized to undertake projects within the AGENCY's geographical limits; and

WHEREAS, the Project will involve the acquisition of various property interests along the Project corridor; and

WHEREAS, the Project will involve the transfer of existing public right-of-way owned by AGENCY to the DEPARTMENT; and

WHEREAS, the DEPARTMENT plans to construct the Project and conduct right of way acquisition and related activities, including eminent domain proceedings, on the Project for and on behalf of the AGENCY for the AGENCY FACILITY to prepare the Project for construction; and

WHEREAS, the DEPARTMENT will conduct its right of way acquisition activities in accordance with its right of way procedures and applicable federal acquisition requirements; and

WHEREAS, the parties agree that it is in the best interest of the public to promote a cooperative effort between the DEPARTMENT and the AGENCY for the successful completion of the Project.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, this MOA sets forth and outlines the following agreements between the DEPARTMENT and the AGENCY concerning the performance of acquisition and maintenance activities by the AGENCY and the DEPARTMENT for the AGENCY's Project:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Upon completion of its acquisition and construction activities for the Project, the DEPARTMENT will transfer and the AGENCY will accept acquired property rights along the AGENCY FACILITY, including excess property acquired by the DEPARTMENT on behalf of the AGENCY. If for some reason the DEPARTMENT does not construct the

Project, any acquired property shall be conveyed to the AGENCY in accordance with all federal and state regulations, and the AGENCY shall accept the property and comply with all regulations, including making any and all reimbursements to the DEPARTMENT or the Federal Highway Administration ("FHWA") that may be required by said regulations due to the Project not being constructed.

3. Said conveyance shall include, and the AGENCY fully accepts, a transfer and assignment of all rights and obligations pursuant to any maintenance agreement, utility agreement, subordination, and/or other agreements or matters of record relating to the property to be conveyed and the AGENCY shall assume all responsibilities and liabilities arising from any obligations thereunder which responsibilities, liabilities and obligations as set forth in the conveyance documents shall run with the land. This provision shall survive the termination of this MOA.
4. Notwithstanding any other provision herein to the contrary, the DEPARTMENT shall not be responsible for any costs or attorney fees arising out of any liabilities or obligations incurred regarding the right of way after the transfer of property.
5. Prior to and during construction of the Project by the DEPARTMENT, the AGENCY shall be responsible for the maintenance of all properties acquired for the AGENCY FACILITY by the DEPARTMENT, keeping them in a safe condition. This includes responding to and addressing Code Enforcement violations and complaints from the public as well as any required mowing and litter removal during construction.
6. AGENCY shall cooperate with the DEPARTMENT regarding the partial conveyance of right-of-way owned by AGENCY to the DEPARTMENT. Agency shall donate and convey portions of right-of-way as depicted in Exhibit A to the DEPARTMENT within six (6) months of an official written request by the DEPARTMENT. AGENCY shall cooperate with the DEPARTMENT should the right-of-way requirements change due to unforeseen circumstances, providing AGENCY FACILITY are not damaged by any conveyance of right-of-way interests. In the event a damage is unavoidable, the DEPARTMENT shall provide compensation or a cure acceptable to both parties.
7. Any and all notices given or required under this MOA shall be in writing and either hand-delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be directed as follows:

As to the DEPARTMENT:

Vanita Saini, P.E., Project Manager
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
Phone: (954) 777-4468

With copy to:

Dan Marwood, Deputy Right of Way Manager - Production
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
Phone: (954) 777-4237

As to the AGENCY:

David Santucci, City Manager
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, FL 33441

With copy to:
City Attorney,
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, FL 33441

8. Multiple copies of this MOA may be fully executed by all parties, each of which shall be deemed to be an original. The date entered above where indicated shall be the date the last party signed this MOA.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and caused this Memorandum of Agreement to be authorized and duly executed on behalf of their respective entities.

FOR DEPARTMENT:

FLORIDA DEPARTMENT OF
TRANSPORTATION, DISTRICT FOUR

By: _____

Administrative Assistant:

Print Name: Vanita Saini

Print Title: Project Manager

Print Name: _____

Legal Approval:

District Four Attorney

FOR AGENCY:

ATTEST:

City of Deerfield Beach

By: _____ City of Deerfield Beach Clerk

By: _____

Name
{City or County} Clerk

Name
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

City of Deerfield Beach Attorney
Name
{City or County} Attorney

This Memorandum of Understanding has been duly authorized and approved on _____
by {City of Deerfield Beach } Resolution No. _____.

EXHIBIT A: SW 10TH STREET AND I-95 INTERCHANGE (436964-2) – ROW MOA LIMITS

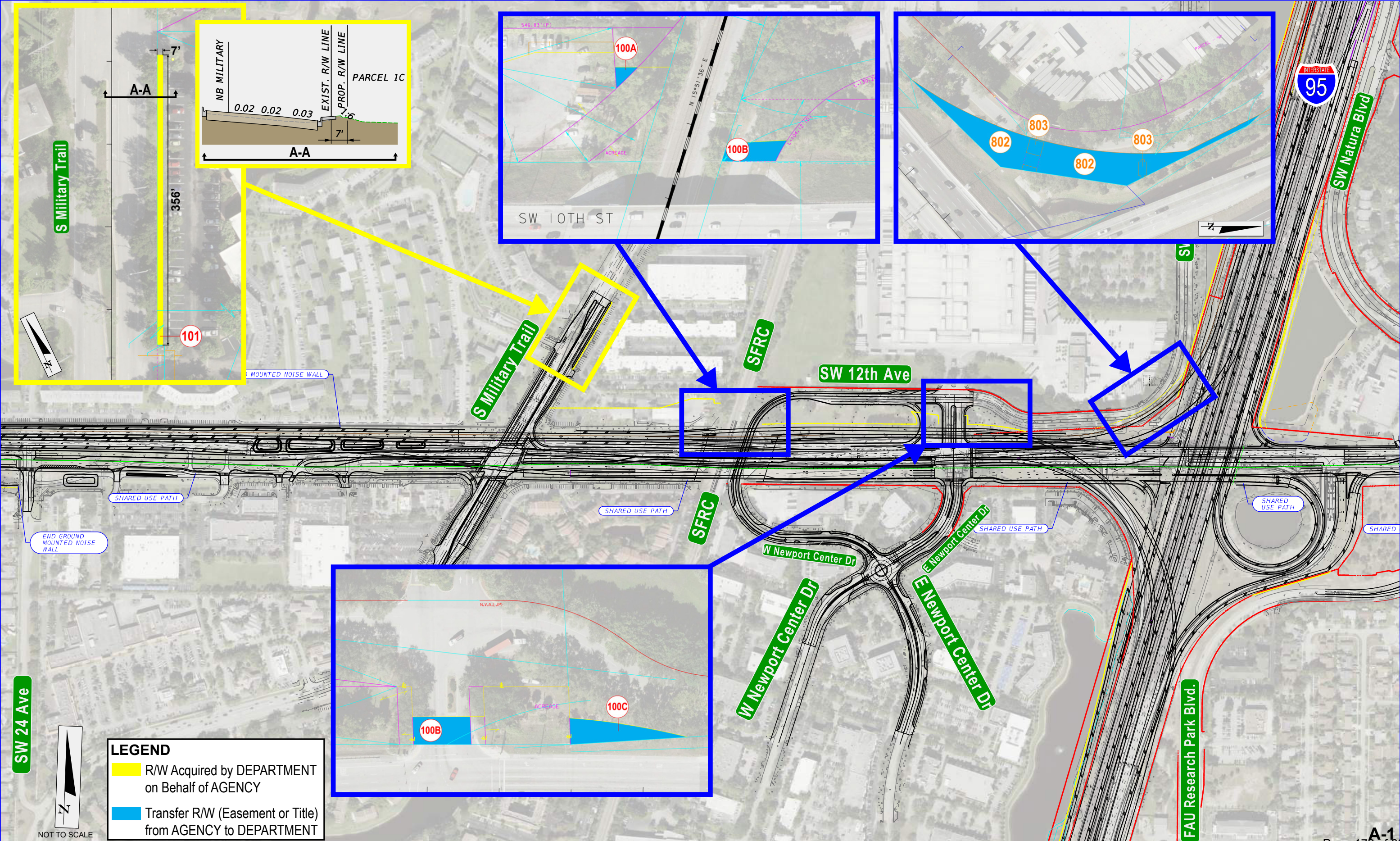


EXHIBIT A: SW 10TH STREET AND I-95 INTERCHANGE (436964-2) – ROW MOA LIMITS

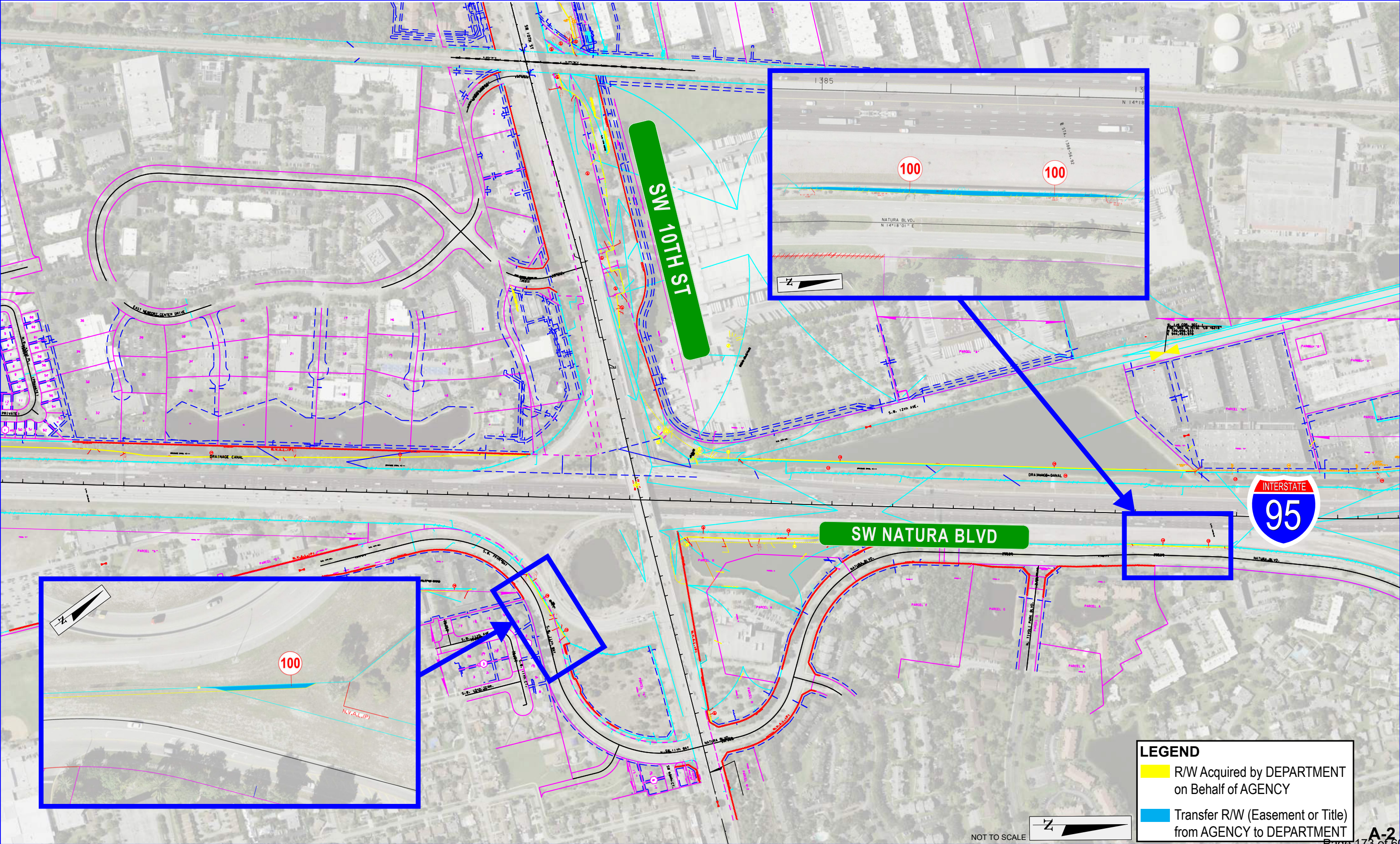


EXHIBIT A: SW 10TH STREET AND I-95 INTERCHANGE (436964-2) - ROW MOA LIMITS

PARCEL	R/W TYPE	COMMENTS
100	Transfer Title R/W from Agency to Department	For widening of NB I-95 adjacent to and into SW Natura Blvd. and FAU Research Park Blvd. Agency R/W
100A	Transfer Title R/W from Agency to Department	Easement for construction of new utility relocations north of SW 10 th St.
100B	Transfer Title R/W from Agency to Department	Existing City Roadway R/W where new SW 10 th St Connector will be constructed overhead
100C	Transfer Title R/W from Agency to Department	Existing City owned parcel not used for any public R/W, which will become part of SW 10 th St Connector improvements
101	Department acquiring a narrow portion (approx. 2' wide) of R/W on behalf of the Agency	Required for widening of Military Trail for bike lane/sidewalk
802	Department acquiring a perpetual air rights easement over existing SW 12 th Avenue Agency R/W	For overhead construction, maintenance, and operations of future SB to WB Flyover Bridge
803	Department acquiring a perpetual ground easement at location of bridge foundations/footers, within the existing SW 12 th Avenue Agency R/W	For construction, maintenance, and operation of foundation system of future SB to WB Flyover Bridge



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1346

Agenda Date: 7/12/2022

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 Highway Maintenance Memorandum of Agreement with the Florida Department of Transportation for the maintenance of improvements associated with the S.W. 10th Street Connector Project; authorizing execution of the Agreement; 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 City has jurisdiction over S. Military Trail, E. Newport Center Drive, W. Newport Center Drive, SW 12th Avenue, and FAU Research Park Boulevard. Pursuant to Sections 339.07, 339.08, and 339.12, Florida Statutes and Federal funding provisions, the Florida Department of Transportation ("FDOT") is authorized to undertake projects within the City's geographical limits and the City agrees to have certain improvements constructed within those limits. In accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement with the City to maintain the project. FDOT and City agree to have FDOT construct certain improvements described as Financial Project ID 439891-1 and 436964-2, related to the SW 10th Street Connector Project (the "Project") which involves minor elements of work on off-system City roadways.

FDOT will acquire a portion of right of way along Military Trail, north of SW 10th Street. No additional right of way is required.

Under this agreement, the City grants FDOT all rights necessary to enter and construct the Project on City right of way. The City agrees to maintain the existing roadway and any property owned by the City until FDOT begins construction and the City will be responsible for mowing and litter removal during the duration of the Project.

Prior to "final acceptance" by FDOT, the City will be provided with seven (7) days' notice before final inspection. The City will have the opportunity to inspect and identify corrections to the Project within seven (7) days' notice, and FDOT agrees to undertake those corrections prior to final acceptance so long as the corrections comply with the Final Proposed Construction plans and specifications previously approved by both FDOT and the City.

Upon "final acceptance" by the FDOT of the Project, notice will be provided to the City to maintain the Project, at its own cost, in accordance with the following Federally and State accepted standards: (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2018, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2022, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2022, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended.

Current Activity

All of the improvements are to be completed by FDOT within the City's existing right-of-way, or along FDOT right-of-

way for elements that the City will be responsible for maintaining, as noted below.

- Military Trail (South and North of SW 10 Street) - 4 lane divided curb and gutter road with 11ft lanes and a raised median, 11ft dual left turn lanes and 10 ft right turn lanes. Typical section also includes 5ft bike lanes, curb and gutter, and 6ft concrete sidewalks in each direction.
- West Newport Center Drive and SW 12th Avenue - Add curb and gutter/sidewalk and provide new configuration as needed to connect to improved local SW 10th Street and proposed roundabout at intersection of east and west Newport Center Dr.
- East Newport Center Dr - Add curb and gutter/sidewalk and provide new configuration as needed to connect to improved local SW 10th St and proposed roundabout at intersection of east and west Newport Center Drive.
- Signing and Pavement Marking - Replace Signing and Pavement markings along Newport Center Drives, Military Trail, SW 12th Avenue, and FAU Research Park Boulevard, as needed to accommodate the revised roadway design and Stamped Asphalt Decorative Treatment: Will be applied at all crosswalks per attachment.
- Drainage - Modify storm sewer system as necessary to accommodate the revised roadway design.
- Permits - FDOT will acquire any Broward County WCS or SFWMD permits required, in the City's name.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach, Florida approve a Highway Maintenance Memorandum of Agreement between the State of Florida Department of Transportation and the City of Deerfield Beach for improvements associated with the SW 10th Street projects, FM Nos. 439891-1 and 436964-2.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF IMPROVEMENTS ASSOCIATED WITH THE S.W. 10TH STREET CONNECTOR PROJECT; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City has jurisdiction over S. Military Trail, E. Newport Center Drive, W. Newport Center Drive, SW 12th Avenue, and FAU Research Park Boulevard; and

WHEREAS, pursuant to Sections 339.07, 339.08, and 339.12, Florida Statutes and Federal funding provisions, the Florida Department of Transportation (“FDOT”) is authorized to undertake projects within the City's geographical limits; and

WHEREAS, FDOT and the City agree to have FDOT construct certain improvements as part of the SW 10th Street Connector Project (the “Project”), which involves minor elements of work on off-system City roadways; and

WHEREAS, FDOT requires that an agreement be in place between the City and FDOT (the “MMOA”) to ensure proper maintenance of the Project; and

WHEREAS, under the MMOA, the City grants to FDOT all rights necessary to enter and construct the Project on City right of way and the City agrees to maintain the existing roadway and any property owned by the City until FDOT begins construction of the Project, be responsible for mowing and litter removal during the duration of the Project, and maintain the improvements upon completion of the Project; and

WHEREAS, City staff recommends approving, and authorizing execution of, the MMOA with FDOT, attached as Exhibit “A,” for maintenance of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPEMENT AGENCY 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 MMOA with FDOT, attached as Exhibit “A,” for maintenance of the Project.

Section 3. The City Manager is hereby authorized to execute the MMOA with FDOT, 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, CLERK

SECTION No.:

FM No.: 439891-1 and
436964-2

AGENCY: City of Deerfield Beach

**DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, entered into this _____ day of _____, 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the City of Deerfield Beach, a political subdivision of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY collectively referred to as Parties.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over S Military Trail, E Newport Center Dr., W Newport Center Dr., SW 12th Avenue, and FAU Research Park Boulevard, as part of the City of Deerfield Beach. roadway system adjacent to the project limits.

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the DEPARTMENT is authorized to undertake projects within the AGENCY's geographical limits and the AGENCY agrees to have this improvement constructed; and

WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement with the AGENCY to maintain the project; and

WHEREAS, pursuant to such authority, the DEPARTMENT and the AGENCY agree to have the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 439891-1 and 436964-2, which involves minor elements of work on off-system AGENCY roadways, hereinafter referred to as the "Project", as more particularly described in **Exhibit A**; and

WHEREAS, the DEPARTMENT may not spend state funds for off-system projects; and

WHEREAS, upon acquisition of the necessary right-of-way, if needed, the DEPARTMENT will proceed to construct the Project; and

WHEREAS, the Parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution on the _____ day of _____, 20__, a copy of which is attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project. The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating.
3. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property. No further permit or agreement from the Agency shall be required to construct this Project. [The AGENCY shall satisfy any tree permit obligation imposed by Broward County.]
4. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project. The AGENCY shall continue to be responsible for mowing and litter removal during the duration of the Project.
5. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated 2022, as amended), and Notice thereof to the AGENCY, the AGENCY shall maintain the Project, at its own cost, in accordance with the following Federally and State accepted standards: (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2018, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2022, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2022, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended.
 - a. The AGENCY grants to the DEPARTMENT all rights necessary to enter and construct the Project on AGENCY right of way.
 - b. The Department shall give the AGENCY seven (7) days' notice before final inspection. The AGENCY will have the opportunity to inspect and identify corrections to the PROJECT within seven (7) days' notice and the DEPARTMENT agrees to undertake those corrections prior to final acceptance so long as the corrections comply with the Final Proposed Construction plans and specifications previously approved by both the DEPARTMENT and the AGENCY.
6. The DEPARTMENT will acquire a portion of right of way along Military Trail, north of SW 10th St. No additional right of way is required for the PROJECT, related to this Agreement.
7. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
8. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be in compliance with all permits after the construction is complete and the right of way is

transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued to the Department or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. For various occupancy permits the AGENCY shall be the applicant.

9. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way and proposed right of way. The AGENCY shall comply with any and all request of the DEPARTMENT to provide written notice to utility owner to initiate work necessary to alleviate interference at its own expense; to remove or relocate non-compliant utilities; and to place liens upon non-compliant utility owners within the AGENCY right of way, as defined in Florida Statutes 337.403 and 337.404. The AGENCY shall be liable and reimburse the DEPARTMENT for any cost incurred by the DEPARTMENT for the AGENCY's failure to comply with said request.
10. Signals: The AGENCY shall cooperate with the DEPARTMENT to effect signal and interconnect connections for the Project, where applicable.
11. The DEPARTMENT and the AGENCY shall keep the commitments established in the PD&E study, Preliminary Engineering Report and as amended by approved re-evaluations.
12. Drainage shall be included as needed to maintain connectivity with the current stormwater needs of the local roadways, matching in general the existing stormwater management system in place on AGENCY facilities.
13. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT to the extent necessary to construct the Project. This shall include but not be limited to the execution of documents; allowing the Department and/or their contractors/consultants to enter upon the real property owned, leased, possessed and/or controlled by the Agency upon which the Project is to be constructed or any property adjacent thereto.
14. E-Verify requirements: The AGENCY:
 - shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
 - shall expressly require any contractors 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 contractor during the contract term.

15. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings as represented in the final [RFP Concept Plans /Documents]. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
16. The DEPARTMENT will provide the AGENCY with as-builts as a part of the final acceptance package.
17. This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.
18. LIST OF EXHIBITS
 - **Exhibit A:** Project Scope

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

AGENCY

ATTEST:

City of Deerfield Beach
City Commission

By: _____ City of Deerfield Beach

_____ day of _____, 20____

Approved as to form by Office of City Attorney

By: _____

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____ Steve Braun, P.E.

Transportation Development Director

_____ day of _____, 20____

Approval :

Office of the General Counsel (Date)

FM
No.: 439891-1 and
436964-2
AGENCY: City of Deerfield
Beach

EXHIBIT A

PROJECT SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing right-of-way, or along DEPARTMENT right-of-way for elements that the AGENCY will be responsible for maintaining, as noted below.

Typical Section/Roadway

Military Trail (South & North of SW 10th St)

- 4 lane divided curb and gutter road with 11ft lanes and a raised median, 11ft dual left turn lanes and 10ft right turn lanes. Typical section also includes 5ft bike lanes, curb and gutter, and 6ft concrete sidewalks in each direction

FAU Research Park Blvd:

- Maintain existing configuration with connection to improved local SW 10th St

West Newport Center Dr and SW 12th Avenue:

- Add curb and gutter/sidewalk and provide new configuration as needed to connect to improved local SW 10th St and proposed roundabout at intersection of east and west Newport Center Dr.

East Newport Center Dr

- Add curb and gutter/sidewalk and provide new configuration as needed to connect to improved local SW 10th St and proposed roundabout at intersection of east and west Newport Center Dr.

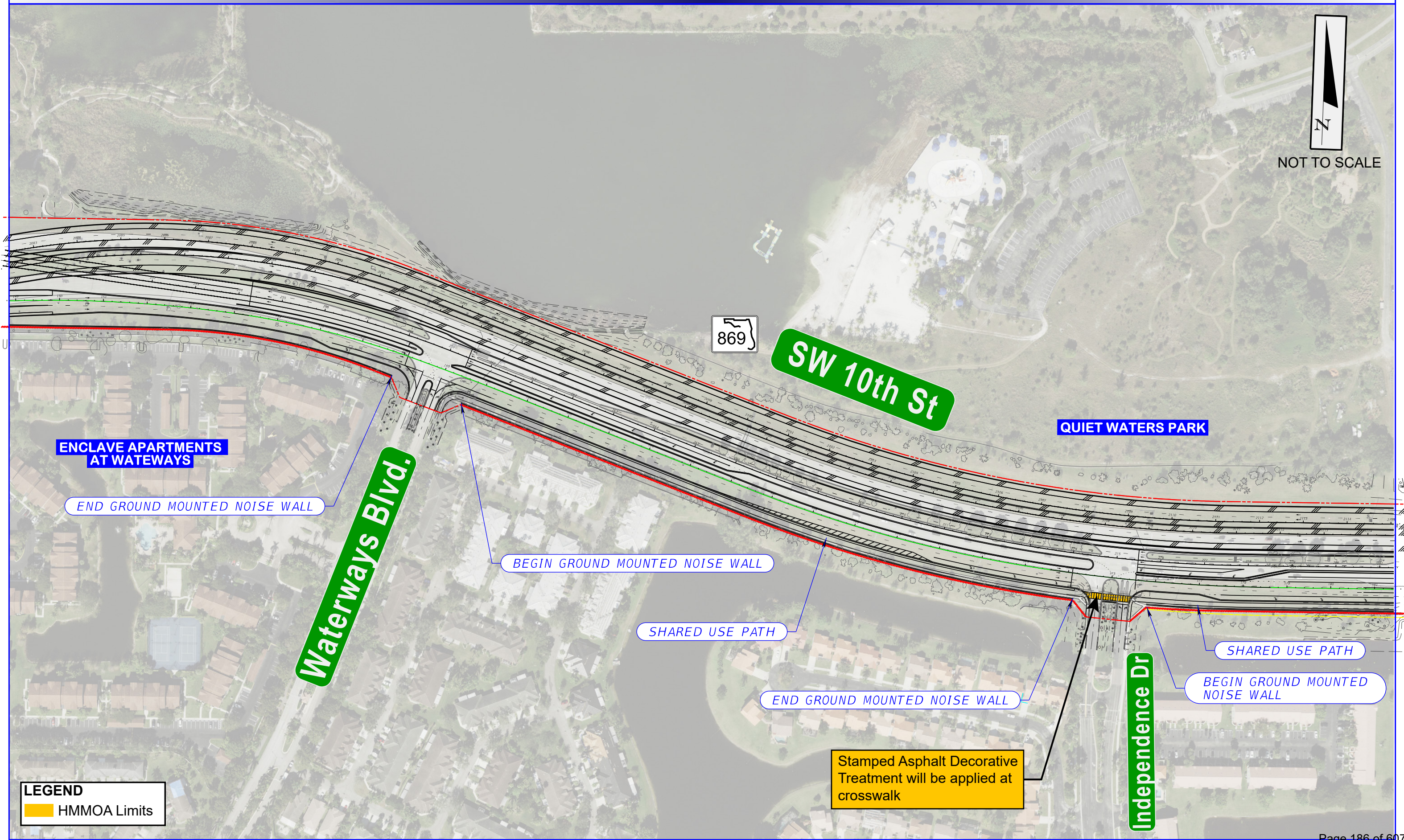
Signing and Pavement Markings

- Replace Signing and Pavement markings along Newport Center Drives, Military Trail, SW 12th Ave, and FAU Research Park Blvd., as needed to accommodate the revised roadway design
- Stamped Asphalt Decorative Treatment: Will be applied at all crosswalks per attachment

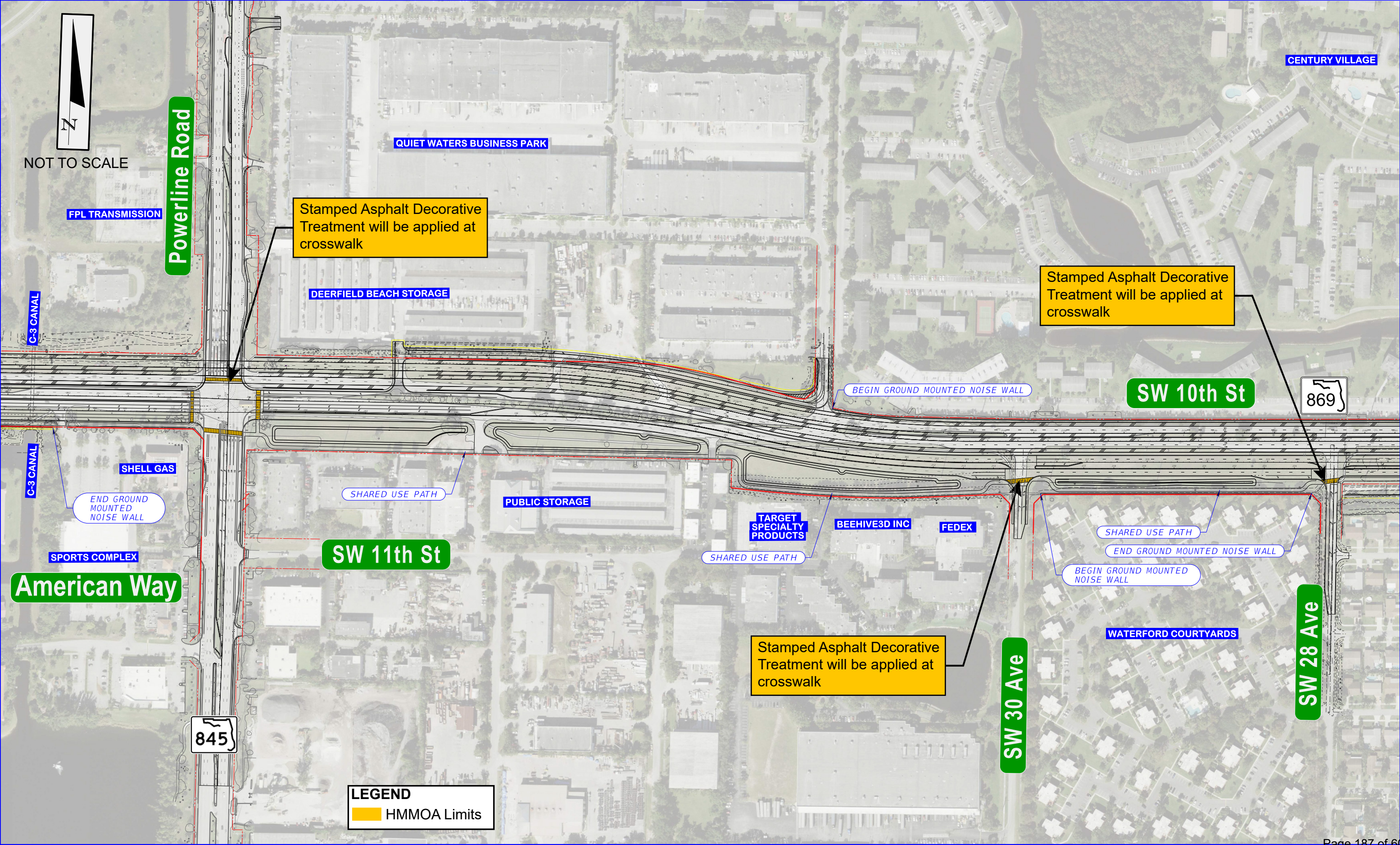
Drainage Modify storm sewer system as necessary to accommodate the revised roadway design

Permits The FDOT will acquire any Broward County WCS or SFWMD permits required, in the AGENCY's name

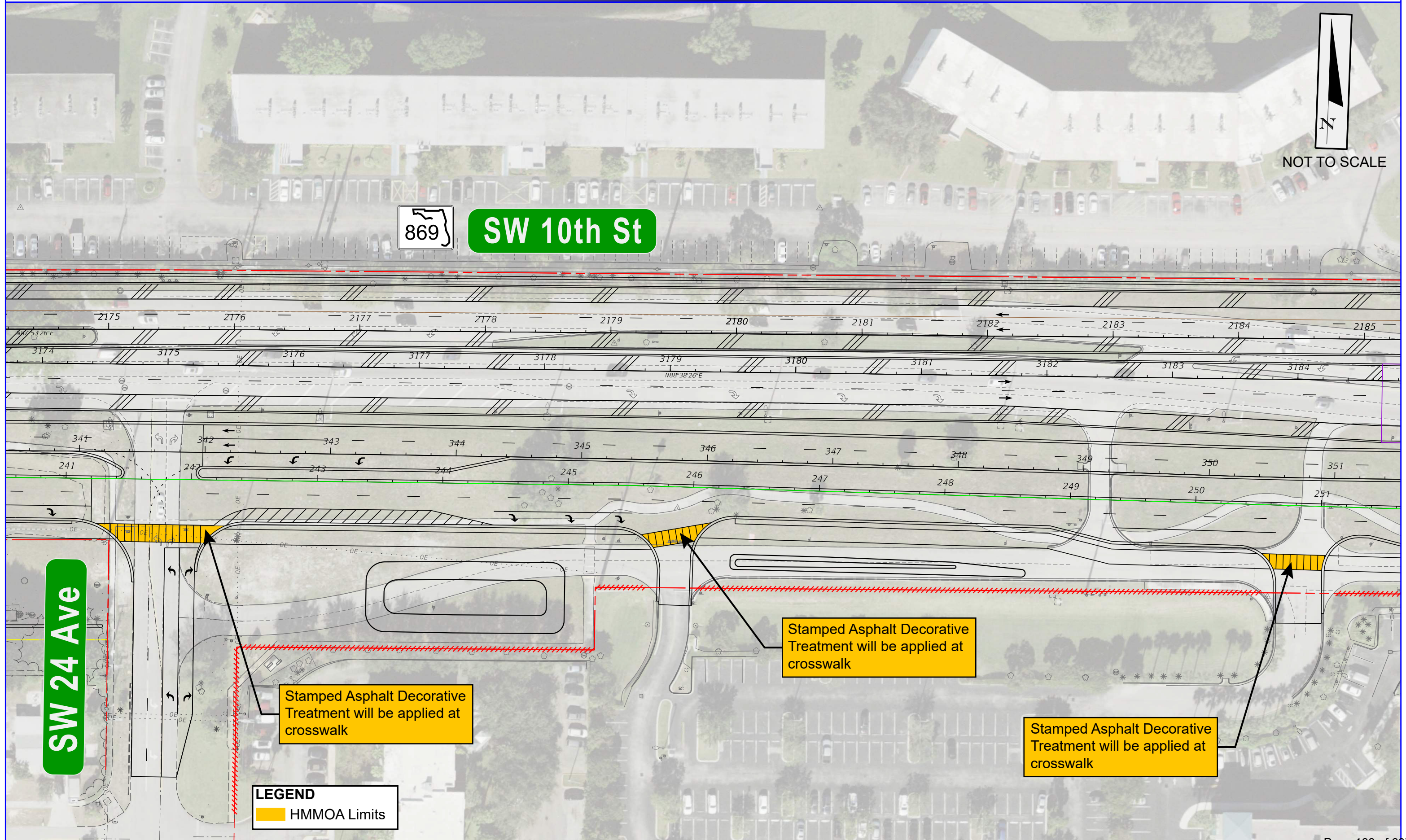
SW 10TH STREET CONNECTOR (439891-1) - HMMOA LIMITS



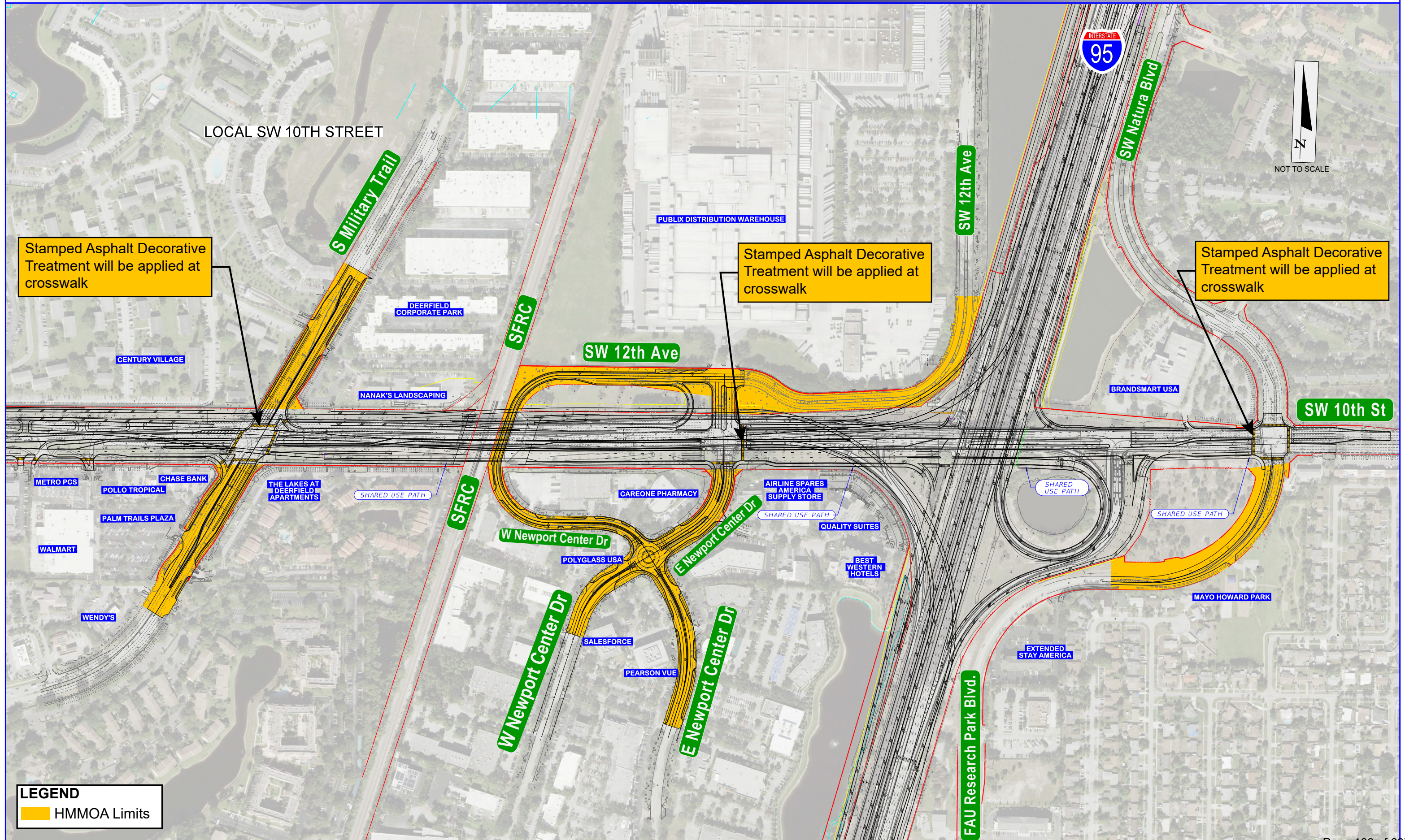
SW 10TH STREET CONNECTOR (439891-1) - HMMOA LIMITS



SW 10TH STREET AND I-95 INTERCHANGE (436964-2) - HMMOA LIMITS



SW 10TH STREET AND I-95 INTERCHANGE (436964-2) - HMMOA LIMITS





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1308

Agenda Date: 7/12/2022

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 Black & Veatch Corporation in an amount not to exceed \$75,986.45 for the Hydro Geological Study on the raw water well collection system for the West Water Treatment Plant Capital Improvement Project; authorizing execution of the Work Authorization; providing for implementation and an effective date. (*Funds from Account #413-5000-536-60-31 - 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: \$75,986.45

Account Name: IMPR OTHER THAN BUILDINGS

Account Number: 413-5000-536-60-31

Background/History

Over the past two years, the City of Deerfield Beach West Water Treatment Plant has implemented the West Well Rehabilitation Capital Improvement Project (the "Project"). This Project included a comprehensive pre and post-rehabilitation well study for the City's western wells, which include wells 17,18,19, 21,22, and 23. The comprehensive study first focused on the hydrogeological portion of the wells and was used to prepare the rehabilitation scopes for each well. The overall goal of this portion of the Project was to increase raw water production along with reducing sand and silt pumped from the well to the plant. To date, we have seen significant improvement in each well that has been rehabilitated, which resulted in cost savings at the water plant in the form of reduced cartridge filter changeouts and electrical consumption.

On April 26, 2022, the City requested qualifications from three firms from the City's pool of CCNA continuing contracts to perform certain professional services for the City to support the development of a hydraulic model of the western wellfield conveyance piping system, which will be used to evaluate the pumping conditions of the six wells and provide recommendations to improve operational flexibility, energy efficiency, and protection of the system from high pressures (the "Services"). The Environmental Services ("ES") Department received two (2) responses and one firm did not respond to the request. City staff evaluated the qualifications received and determined that Black & Veatch Corporation ("B&V") is the most qualified firm to perform the Services. B&V provided a proposal on June 21. After negotiation, B&V proposed a not-to-exceed amount of \$75,986.45 for the Services.

Current Activity

The West Water Treatment Plant is currently in the process of starting the final well rehabilitation in the western wellfield, well 23. Once this well is rehabilitated, staff will move to the final phase of the rehabilitation capital improvement project in the form of the post hydrogeological well field study and model. This portion of the improvement plan will look at Wellfield from a comprehensive standpoint and identify how each well affects the other. The study will offer recommendations as to the rate and pressure each well should normally operate at and identify if the electrical components that run the water well pumps and motors are the most efficient methods possible.

B&V, the CCNA consultant, proposed the following three (3) primary tasks:

- Task 1: Project Coordination and Meetings
- Task 2: Wellfield Conveyance System Model
- Task 3: Wellfield Capacity and Optimization

The proposed implementation schedule for the West Wellfield Hydrogeological Model and Efficiency Study is 6 months, including a month of contingency capacity and optimization.

Recommendation

It is recommended that the City Commission approve a work authorization with Black & Veatch Corporation for the Services.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH BLACK & VEATCH CORPORATION IN AN AMOUNT NOT TO EXCEED \$75,986.45 FOR THE HYDRO GEOLOGICAL STUDY ON THE RAW WATER WELL COLLECTION SYSTEM FOR THE WEST WATER TREATMENT PLANT CAPITAL IMPROVEMENT PROJECT; AUTHORIZING EXECUTION OF THE WORK AUTHORIZATION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, pursuant to RFQ #21-11-IG and Section 287.055, Fla. Stat., the City entered into multiple continuing contracts with qualified firms, including Black & Veatch Corporation (“Black & Veatch”), for the provision of professional architectural and engineering consulting services on an as needed basis (the “Continuing Contract”); and

WHEREAS, City staff requested qualifications from three firms in the City’s pool of continuing contracts for the hydro geological study on the raw water well collection system as part of the West Well Rehabilitation Capital Improvement Project (the “Project”); and

WHEREAS, City staff evaluated the qualifications received and deemed Black & Veatch to be the most qualified firm to perform the Project; and

WHEREAS, the services for the Project will include support for the development of a hydraulic model of the western wellfield conveyance piping system, which will be used to evaluate the pumping conditions of the six wells and provide recommendations to improve operational flexibility, energy efficiency, and protection of the system from high pressures (collectively, the “Services”); and

WHEREAS, City Staff recommends the City Commission approve, and authorize execution of, a work authorization with Black & Veatch, attached as Exhibit “A,” for the Services in an amount not to exceed \$75,986.45 (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 Black & Veatch, attached as Exhibit “A,” for the Services in an amount not to exceed \$75,986.45.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Black & Veatch 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

EXHIBIT “A”
WORK AUTHORIZATION
BETWEEN
THE CITY OF DEERFIELD BEACH
AND
BLACK & VEATCH CORPORATION
FOR
PROFESSIONAL SERVICES

This Work Authorization is entered into this _____ day of _____, 2022, 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 Black & Veatch Corporation, a Delaware Corporation with its business address located at 3111 N. University Drive, Suite 700, Coral Springs, FL 33065, herein after referred to as “Consultant.”

RECITALS

WHEREAS, Consultant is a pre-qualified Consultant of the City pursuant to RFQ No. 21-11-IG and the Continuing Contract between the City and Consultant, dated April 12, 2021 (the “Continuing Contract”); 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 the Continuing Contract and 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

Consultant agrees to perform certain professional services for the City, as specifically described in the scope of services attached as Exhibit “A-1” to this Work Authorization (the “Services”), which by this reference is incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 2
COMPENSATION

- 2.1 In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant in an amount not-to-exceed \$75,986.45, as further detailed in Exhibit “A-1,” which amount shall be accepted by Consultant as full compensation for all such work. It is acknowledged and agreed by Consultant that this amount is

the maximum payable and constitutes a limitation upon City's obligation to compensate Consultant for the Services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon Consultant's obligation to perform all items of work required by or which can be reasonably inferred from the Contract. No amount shall be paid to Consultant to reimburse its expenses, unless authorized in this Contract.

- 2.2 Compensation due to the Consultant shall be payable in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes, following submission of a proper invoice by the Consultant to the City.
- 2.3 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

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect for six (6) months pursuant to Section 4 of this Work authorization. The City retains the option to renew this Work Authorization for one (1) additional 2-month renewal period(s) upon thirty days' prior written notice to Consultant.

SECTION 4

TERMINATION OF WORK AUTHORIZATION

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 TERMS AND CONDITIONS

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

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

In Consultant's performance of Services under this Work Authorization, Consultant shall indemnify and hold harmless City, and its officers and employees, from all 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, or other persons employed or utilized by Consultant in the performance of this Contract. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract may be retained by the City until all of the City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. 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.

SECTION 8

INSURANCE AND BONDING

- 8.1 Consultant shall procure and maintain insurance in accordance with the insurance requirements set forth in the Continuing Contract.
- 8.2 This Work Authorization shall not be deemed approved until the Consultant has obtained all insurance required under the Continuing Contract and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

SECTION 9

NON-APPROPRIATION OF FUNDS

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

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
- 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 and the Continuing Contract. 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 the Continuing Contract constitutes the entire agreement 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 elective 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

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Section 10.11 of the Continuing Contract.

SECTION 14
GOVERNING LAW AND VENUE

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

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

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

Consultant agrees to comply with the provisions of Chapter 119, Florida Statutes, as outlined in Section 10.3.4 of the Continuing Contract. 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

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

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

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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND
BLACK & VEATCH CORPORATION 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: _____

David Santucci, City Manager

This _____ day of _____, 2022

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

Black & Veatch Corporation, a Delaware
corporation

By: _____

Name: Rafael E. Frias III

Title: Associate Vice President | East
Region Area Director

This _____ day of _____, 2022

EXHIBIT “A-1”
SCOPE OF SERVICES
for
WEST WELLFIELD CONVEYANCE MODEL AND EFFICIENCY STUDY

Work Authorization No.: WA-01

Date Prepared: June 21, 2022

INTRODUCTION

The City of Deerfield Beach (CITY) owns and operates The West Water Treatment Plant (WTP) which receives groundwater supply from production wells that withdraw water from the surficial Biscayne Aquifer and the deeper brackish Floridan Aquifer. The western wellfield withdraws water from the Biscayne Aquifer and was initially constructed in 1978/1979. The wells were rehabilitated in 2000, and two additional wells were installed in 2010. Raw water is conveyed from the western wells to both the lime softening and nanofiltration treatment trains, and the destination of the water is determined at each of the wells via a piping header and two automatically actuated valves.

The CITY has selected Black & Veatch Corporation (CONSULTANT) to provide professional services to support the development of a hydraulic model of the western wellfield conveyance piping system, which will be used to evaluate the pumping conditions of the six wells and provide recommendations to improve operational flexibility, energy efficiency, and protection of the system from high pressures.

The specific services to be provided are described below.

SCOPE OF SERVICES

Task 1: Project Coordination and Meetings

1.1 Project Kickoff Meeting: CONSULTANT will schedule and facilitate a Project Kickoff Meeting with the following objectives:

- Identify and meet key team members from the OWNER and CONSULTANT.
- Establish the project roles and communication channels.
- Identify and discuss the project objectives and scope.
- Review planned activities.
- Review data provided by the OWNER to date and identify additional requirements.
- Distribute an updated Project schedule.
- Conduct technical discussions to facilitate key project tasks.
- understand the system controls and operation of the wellfield and water treatment processes

1.2 Project Management and Administration – CONSULTANT will perform general administrative duties associated with the Project, including project set-up, resources allocation, progress monitoring, scheduling, QA/QC plan development and updating, general correspondence, office administration, and invoicing.

CONSULTANT will maintain an accurate project documentation and project cost accounting system throughout the project to include the following:

- Maintain a project filing system throughout duration of Project to use for storage and retrieval of Project documents.
- Prepare monthly status reports and invoices for engineering services in a format agreed upon by the CITY and CONSULTANT following the kick-off meeting. Status reports will include a summary of work completed during the previous month.

CONSULTANT will update the project execution schedule based upon the OWNER NTP date and distribute the updated schedule at the project initiation meeting. The project schedule will identify the following information:

- Key project tasks and deliverables.
- Critical dates for data submission, deliverable reviews, and decisions by the OWNER.
- Meetings and workshops.

CONSULTANT will review, update and submit to OWNER updated Project schedule periodically upon completion of major project elements. Each updated schedule will track original target completion dates. Our Fee for Project Management and Administration services is based on the estimated project duration of 12 months.

- 1.3 Quality Assurance / Quality Control Plan – CONSULTANT will prepare a QC-Verification plan and monitoring checklist and maintain continuous control over the quality of all its work efforts. This will include oversight and review by the lead technical engineer(s), project manager, senior technical staff, and managerial staff. This task includes time for development and management of the QA/QC plan / program. Hours for actual QC reviews have been included in other associated tasks.

Task 2: Wellfield Conveyance System Model

Task 2 focuses on the existing wellfield conveyance system through building the hydraulic model, comparing the model to field conditions to ensure accuracy of the predicted results and then through analyzing the capacity of the existing conveyance system.

- 2.1 Data Collection: CONSULTANT will provide the OWNER with a data and documentation request list prior to the Project Kickoff Meeting. This request will be refined and resubmitted based on Project Kickoff Meeting discussion. The status of data transmittals will be tracked by CONSULTANT until available items are received. The CONSULTANT will review the data upon receipt and will work with the OWNER until the available needed data have been collected. Example data that may be requested for review is identified below.

- a. GIS and Record Drawings of the wellfield conveyance system
- b. Min, Max and Average water depths at each well
- c. VFD control setting for each well
- d. Pump manufacturer and model for each well
- e. Historical pump operations

- 2.2 Build Conveyance Model – the CONSULTANT will build the conveyance system using information provided by the OWNER in Innovyze's InfoWater software which is already used

and licensed by the City. The model build will include the conveyance pipelines, well pumps, valves, surge appurtenances, controls and groundwater levels.

- 2.3 Conveyance Model Validation – The CONSULTANT will work with the OWNER to select up to four combinations of operating scenarios for the wells to validate the model results. These combinations will consider the three flow paths: reverse osmosis (RO), nano filtration and lime softening.
- 2.4 Model Validation Workshop – The CONSULTANT will conduct a workshop with the OWNER to review the results of the model validation and discuss any limitations of the model based on the validation.

Task 3: Wellfield Capacity and Optimization

Task 3 will be conducted to properly size and select replacement pumps for each well.

- 3.1 Analysis of Existing Well Pumps (Capacity & Energy) – The CONSULTANT will use the conveyance model to analyze the existing system capacity and energy consumption under normal operating conditions. The analysis will include reviewing the hydraulic SCADA data compared to the existing pump curves each well pump. This analysis will confirm whether the wells have the appropriately sized pumps and set a baseline of energy efficiency.
- 3.2 Identify System Deficiencies and Improvements – The CONSULTANT will use the conveyance model to identify system deficiencies and, identify improvement alternatives to resolve the deficiencies and optimize the system operations including capacity and energy efficiency for the existing configuration. This may include pump replacements, alterations to the pressure reducing valves (PRVs), improvements to the conveyance pipelines, installation of variable frequency drives (VFD) on the pumps, etc. The selection of new pumps is not included in this analysis, and may be provided as supplemental services.
- 3.3 Prepare System Curves for New Pumps – The CONSULTANT will use the conveyance model to evaluate the range of hydraulic conditions for Wells 17, 18, 19, 21, 22 and 23 and to support the development of system curves to illustrate the hydraulic requirements for new well pumps at these six wells. The model will also be used to determine if the proposed improvements to Wells 17, 18, 19, 21, 22 and 23 may impact the operating capacity of the remaining wells.
- 3.4 Select New Pumps – The CONSULTANT will use the system curves to select the proposed size (design head/pressure and flowrate requirements) for new well pumps for Wells 17, 18, 19, 21, 22 and 23. The CONSULTANT will use the OWNER's preferred well pump manufactures.
- 3.5 Confirm Pump Selection in the Model – The CONSULTANT will input the selected well pump curves into the conveyance model to confirm the selected pumps are appropriate and meet the production capacity goals under the range of operating scenarios for the manifolded collection system for water supply wells.

- 3.6 Capacity and Optimization Results Workshop – The CONSULTANT will conduct a workshop with the OWNER to review the Task 3 (capacity and optimization) and Task 4 (transient) results and recommended improvements.
- 3.7 Draft Technical Memorandum – The CONSULTANT will prepare and submit to the OWNER a Draft Wellfield Capacity and Optimization Technical Memorandum for review and comment.
- 3.8 Draft Technical Memorandum – The CONSULTANT will address OWNER comments on the draft technical memorandum and submit a Final Wellfield Capacity and Optimization Technical Memorandum.

Deliverables

- Six (6) Monthly Invoices and status report
- Validated West Wellfield Conveyance and Transient Models in InfoWater and InfoSurge
- Workshops (three workshops): Agenda, Presentation slides and Meeting Minutes
- Draft Wellfield Capacity and Optimization Technical Memorandum (PDF and word format)
- Final Wellfield Capacity and Optimization Technical Memorandum (PDF Format)
- Draft Wellfield Transient Technical Memorandum (PDF and word format)
- Final Wellfield Transient Technical Memorandum (PDF Format)

SUPPLEMENTAL SERVICES

Work requested by the OWNER that is not included in the Scope of Services will be classified as Supplemental Services. CONSULTANT can provide Supplemental Services under an amendment to this Scope of Services approved by the OWNER. Supplemental Services may include, but are not limited to:

- Field Data Collection
- System curve development and pump selection recommendations outside of Production Wells 17, 18, 19, 21, 22 and 23.
- Field visits to collect pump curve data, manufacture and model information will be provided.
- Field testing to collect flow, pressure data, groundwater level, etc. All field data will be provided from SCADA.
- Sizing of any other wells outside of Production Wells 17, 18, 19, 21, 22 and 23.
- Transient analysis

SCHEDULE

The proposed implementation schedule for the West Wellfield Hydrogeological Model and Efficiency Study is 6 months, including a month contingency. The Notice to Proceed shall be the date of approval of the Work Assignment by the OWNER. The schedule assumes that OWNER's reviews will be completed within 2 weeks and that the OWNER's staff can be available for participation in meetings and workshops. The timeline of the project schedule is provided, below.

COMPENSATION

For the Scope of Services described in this Work Assignment, CONSULTANT shall be compensated an amount not-to-exceed of \$75,986.45 invoiced based on the progress completion for each task as outlined in the Table 1 below. The Table 2 on the following page provides the detailed level of effort and compensation for this project. The following table summarizes the fee compensation by scope task:

Table 1 - Proposed Fee Breakdown	
Task - Description	Fee Compensation
Task 1 - Project Kickoff Meeting and Project Management	\$9,941.55
Task 2 - Wellfield Conveyance System Model Build	\$30,804.22
Task 3 - Wellfield Capacity and Optimization	\$30,804.22
Lump Sum Subtotal	\$74,936.45
Expenses	\$1,050.00
Work Authorization Total	\$75,986.45

TABLE 2 DETAILED LEVEL OF EFFORT AND COMPENSATION FOR WEST WELLFIELD CONVEYANCE MODEL AND EFFICIENCY STUDY															
	Sr. Project Manager	Engineering Manager	Planning Manager	Sr. Tech Specialist (Hydrogeo)	Staff Engineer III	Sr. Hydraulic Modeler	Project Engineer	Staff Engineer	Sr. Project Controls	Clerical					
Hourly Rate:	Chris Barlow 257	Carlos Ortega 192	Amanda Schwerman 244	Anamaria Sarmiento 162	Raghu Kadava 210	Brandy Thigpen 240	Karin Mansilla / Matt Azarian 154	Sydney Collins 112	Martie Crowwait 172	Haley Brock 107	Total Hours	Total Labor	Direct Expenses	Subconsultant Expenses	Total Fee
Task 1 - Project Kickoff Meeting and Project Management	7	5	8	0	0	0	8	8	6	16	58	\$9,591.55	\$350.00	\$0	\$9,941.55
1.1 - Project Kickoff Meeting / Operations	2		2				8	8			20	\$3,132.99	\$350.00		\$3,482.99
1.2 - Project Management and Administration	5	5	6						6	16	38	\$6,458.56			\$6,458.56
1.3 - Quality Assurance / Quality Control Plan (hours included within tasks)											0	\$0.00			\$0.00
Task 2 - Wellfield Conveyance System Model Build	2	0	12	8	0	8	43	156	0	0	229	\$30,804.22	\$350.00	\$0	\$31,154.22
2.1 - Data Collection			4				8	16			28	\$4,005.76			\$4,005.76
2.2 - Build Conveyance Model															
Pipeline System from GIS			1			1	4	16			22	\$2,897.25			\$2,897.25
Well Pump Curves			1			1	8	39			49	\$6,096.03			\$6,096.03
Controls			1			1	4	16			22	\$2,897.25			\$2,897.25
Groundwater Levels			1	8		1	3	13			26	\$3,702.82			\$3,702.82
2.4 - Conveyance Model Validation (four combinations of well, two for each treatment type)			2			4	8	40			54	\$7,173.57			\$7,173.57
2.5 - Model Validation Workshop	2		2				8	16			28	\$4,031.55	\$350.00		\$4,381.55
Task 3 - Wellfield Capacity and Optimization	2	0	8	0	32	8	50	140	0	0	240	\$34,540.67	\$350.00	\$0	\$34,890.67
3.1 - Analysis of Existing Well Pumps (Capacity & Energy)			1			1	4	8			14	\$1,998.69			\$1,998.69
3.2 - Identify System Deficiencies and Improvements						2	4	8			14	\$1,994.50			\$1,994.50
3.3 - Prepare System Curves for New Pumps (Min, Max and 4 other scenarios each)						2	12	60			74	\$9,065.98			\$9,065.98
3.4 - Select New Pumps Models					32		4	4			40	\$7,795.46			\$7,795.46
3.5 - Confirm Pump Selection in Model			2			1	2	8			13	\$1,935.42			\$1,935.42
3.6 - Capacity and Optimization Results Workshop	2		2				8	16			28	\$4,031.55	\$350.00		\$4,381.55
3.7 - Draft Technical Memorandum			2			2	12	28			44	\$5,960.64			\$5,960.64
3.8 - Final Technical Memorandum			1				4	8			13	\$1,758.43			\$1,758.43
SUBTOTAL HOURS	11	5	28	8	32	16	101	304	6	16	527				
SUBTOTAL COST	\$2,830.78	\$961.60	\$6,844.54	\$1,296.38	\$6,730.75	\$3,844.10	\$15,539.46	\$34,145.28	\$1,031.42	\$1,712.13		\$74,936.45	\$1,050.00	\$0	\$75,986.45
TOTAL HOURS	11	5	28	8	32	16	101	304	6	16					
TOTAL COST	\$2,830.78	\$961.60	\$6,844.54	\$1,296.38	\$6,730.75	\$3,844.10	\$15,539.46	\$34,145.28	\$1,031.42	\$1,712.13	527	\$74,936.45	\$1,050.00		\$75,986.45

ID		Task Mode	Task Name	Duration	Start	Finish	2023													
							Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
1			NTP	1 day	9/6/22	9/6/22	NTP													
2			Task 1: Project Coordination and Meetings	140 days	9/6/22	3/21/23	Task 1: Project Coordination and Meetings													
3			1.1 Project Kickoff Meeting	6.5 days	9/6/22	9/15/22														
4			Meeting Prep	1 wk	9/6/22	9/13/22	Meeting Prep													
5			Kickoff Meeting	1.5 days	9/14/22	9/15/22	Kickoff Meeting													
6			1.2 Project Management & Administration	7 mons	9/7/22	3/21/23	1.2 Project Management & Administration													
7			1.3 Quality Assurance / Quality Control Plan	7 mons	9/7/22	3/21/23	1.3 Quality Assurance / Quality Control Plan													
8			Task 2: Wellfield Conveyance System Model	50 days	9/15/22	11/24/22	Task 2: Wellfield Conveyance System Model													
9			2.1 Data Collection	1.5 wks	9/15/22	9/26/22	2.1 Data Collection													
10			2.2 Build Conveyance Model	1.5 mons	9/15/22	10/27/22	2.2 Build Conveyance Model													
11			2.4 Conveyance Model Validation	3 wks	10/27/22	11/17/22	2.4 Conveyance Model Validation													
12			2.5 Validation Results Workshop	1 wk	11/17/22	11/24/22	2.5 Validation Results Workshop													
13			Task 3: Wellfield Capacity and Optimization	77 days	11/24/22	3/13/23	Task 3: Wellfield Capacity and Optimization													
14			3.1 Analysis of Existing Well Pumps [Capacity & Energy]	1 wk	11/24/22	12/1/22	3.1 Analysis of Existing Well Pumps [Capacity & Energy]													
15			3.2 Identify System Deficiencies and Improvements	20 days	12/1/22	12/29/22	3.2 Identify System Deficiencies and Improvements													
16			3.3 Prepare System Curves for New Pumps	10 days	12/29/22	1/12/23	3.3 Prepare System Curves for New Pumps													
17			3.4 Select New Pumps	7 days	1/12/23	1/23/23	3.4 Select New Pumps													
18			3.5 Confirm New Pumps in Model	1 wk	1/23/23	1/30/23	3.5 Confirm New Pumps in Model													
19			3.6 Capacity and Optimization Results Workshop	1 wk	1/30/23	2/6/23	3.6 Capacity and Optimization Results Workshop													
20			3.7 Daft Technical Memorandum	2 wks	2/6/23	2/20/23	3.7 Daft Technical Memorandum													
21			City Review	2 wks	2/20/23	3/6/23	City Review													
22			3.8 Final Technical Memorandum	1 wk	3/6/23	3/13/23	3.8 Final Technical Memorandum													
Project: Schedule 20220523 Date: 6/23/22			Task		Project Summary		Manual Task		Start-only		Deadline									
			Split		Inactive Task		Duration-only		Finish-only		Progress									
			Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress									
			Summary		Inactive Summary		Manual Summary		External Milestone											
Page 1																				



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1297

Agenda Date: 7/12/2022

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 Rummel, Klepper & Kahl, LLP in an amount not to exceed \$222,400.00 for the design and removal of the operator console at the West Water Treatment Plant; authorizing execution of the Work Authorization; providing for implementation and an effective date. (Funds from Account #413-5000-536-60-31 - 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: \$222,400

Account Name: IMPR OTHER THAN BUILDINGS

Account Number: 413-5000-536-60-31

Background/History

The City's West Water Treatment Plant ("WWTP") treatment processes include reverse osmosis, nanofiltration, and lime softening with filtration. The existing control room's operator console and instrumentation panel have undergone numerous changes over the years and most of the controls and wiring now go to PLCs and the HMI for Supervisory Control and Data Acquisition ("SCADA").

Currently, all field wires and cables connected to the Programming Logic Controller number 2 (PLC-2) panel have been routed inside the old operator console. This console cabinet has been used as a junction box. The console has lots of unused control equipment that needs to be eliminated and requires an upgrade for used control devices.

Most of the control systems on the console are obsolete and not functioning. It is very difficult to trace and troubleshoot the wiring system in case of failure or adding new wires in the future. There is no labeling system and wire terminations inside the console for wires. The work to be done will involve a design plan, scope, and a contractor to remove all old wires and the entire console and replace them with new wires and a standard junction box. This PLC-2 is a critical panel. This panel controls and operates the supply of water from wells to the water plant. Having a new set of wires will give the City an opportunity to improve the control system troubleshooting, save time and effort for future expansions, and ample room to place new SCADA workstations for operators to control the water plant.

Current Activity

On April 26, 2022, the City requested qualifications from firms in the City's pool of CCNA continuing contracts. Rummel, Klepper & Kahl ("RK&K") was the only consultant that provided a response and therefore the City evaluation committee reviewed the qualifications provided and requested a proposal.

RK&K proposed the work into two primary tasks. The first is for the replacement of the console and the removal of the instrumentation panel. The second is for control system alarm rationalization and prioritization of the plant's SCADA system.

On the first task, RK&K will deliver electronic copies of the bidding documents for the City to post on the City's website. RK&K will attend the pre-bid meeting with the City and prepare written responses to plan holder questions and provide them to the City for distribution. After bids are received, RK&K will prepare a bid tabulation and will assist the City in determining the lowest, most responsive, and responsible bidder and make a recommendation to the City regarding the award of the contract.

On the second task, RK&K will conduct a workshop with the City to begin the process of developing the Alarm Philosophy. Based on the information gathered during the workshop, RK&K will develop the Alarm Philosophy TM. RK&K will use the plant's existing tag databases to identify existing alarms. The alarms will then be categorized into alarm groups for discussion during the alarm rationalization workshops. Following the completion of the workshops, RK&K will revise the alarm list, which will include recommended changes.

RK&K will work with the City to implement the recommended changes to the HMI application and PLC programs. Because of the uncertainty of the work involved, RK&K proposes that this work be completed on a Time and Materials (T&M) basis and has included a budget of 140 hours for this work.

RK&K anticipates this work to include exporting the alarm database to MS Excel, adding alarm priorities to each alarm as identified in the approved alarm list, and then uploading the prioritized alarms to the HMI. The HMI alarm display would then be configured to sort the alarms from highest priority to lowest priority. Testing of a random sampling of alarms would then be conducted to verify the changes work properly. If time allows, changes to alarm setpoints and/or PLC program modifications would also be included to resolve nuisance alarm issues and would be based on the priority of the alarm nuisance identified by the City.

Recommendation

It is recommended that the City Commission approve a work authorization between the City of Deerfield Beach and Rummel, Klepper, & Kahl (RK&K) for the professional services.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH RUMMEL, KLEPPER & KAHL, LLP IN AN AMOUNT NOT TO EXCEED \$222,400.00 FOR THE DESIGN AND REMOVAL OF THE OPERATOR CONSOLE AT THE WEST WATER TREATMENT PLANT; AUTHORIZING EXECUTION OF THE WORK AUTHORIZATION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, pursuant to RFQ #21-11-IG and Section 287.055, Fla. Stat., the City entered into multiple continuing contracts with qualified firms, including Rummel, Klepper & Kahl, LLP (“RK&K”), for the provision of professional architectural and engineering consulting services on an as needed basis (the “Continuing Contract”); and

WHEREAS, City staff requested qualifications from firms in the City’s pool of continuing contracts for the design and removal of the operator console at the West Water Treatment Plant (the “Project”); and

WHEREAS, City staff evaluated the qualifications received and deemed RK&K to be the most qualified firm to perform the design services for the Project; and

WHEREAS, the services for the Project will include design for the replacement of the console, removal of the instrumentation panel, and for control system alarm rationalization and prioritization of the plant’s SCADA system (collectively, the “Services”); and

WHEREAS, City Staff recommends the City Commission approve, and authorize execution of, a work authorization with RK&K, attached as Exhibit “A,” for the Services in an amount not to exceed \$222,400.00 (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 RK&K, attached as Exhibit “A,” for the Services in an amount not to exceed \$222,400.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with RK&K 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
RUMMEL, KLEPPER & KAHL, LLP
FOR PROFESSIONAL SERVICES

This Work Authorization is entered into this 21st day of June, 2022, 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

Rummel, Klepper & Kahl, LLP, a Florida Limited Liability Partnership, with its business address located at 800 Corporate Drive, Suite 102, Fort Lauderdale, Florida 33334, hereinafter referred to as “Consultant”.

WHEREAS, the City and the Consultant have entering into a master CCNA continuing services contract dated April 6th, 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 \$222,400.00 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 RUMMEL, KLEPPER & KAHL, LLP (RK&K) 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

Rummel, Klepper & Kahl, LLP

By:  _____

Name: Nathan C. Atkinson, P. E.

Title: Partner

This 8th day of June, 2022.

EXHIBIT A
SCOPE OF SERVICES

City of Deerfield Beach West Water Treatment Plant
Removal of Old Lime Plant Filter Console and Instrumentation Rack

Level of Effort by Labor Category

Task Description	PIC	PM	Admin Support	Senior Eng	Eng	Designer/CAD	QA/QC	QA/QC	Sub (Revere Controls)		Sub Totals	Total (Hrs by Tasks)
	McMahen, Brad	Foote, Dean	Polley, Deb	Foote, Dean	Chiodo, Christian	Brodbeck, Chad	Bollinger, Timothy	Hoyt, Jason	Zaiek, Jack	Field Service Tech		
PROJECT MANAGEMENT AND KICKOFF MEETING	8	48	12	4	16				4		92	92
TASK I:REPLACEMENT OF THE CONSOLE AND REMOVAL OF INSTRUMENTATION PANEL											654	
Console And Panel Field Investigation				32					80	80		192
Preliminary Design			4	56		52	4					116
Design			12	110		154	6					282
Bid Phase Services			2	32		28	2					64
TASK II:ALARM RATIONALIZATION AND PRIORITIZATION											558	
Alarm Philosophy TM			4	36	92			6				138
Alarm Categorization, Identification, And Rationalization			6	80	186			8				280
Implementation		20							120			140
Total Hrs (Hours by Labor Category) →	8	68	40	350	294	234	12	14	204	80		1304
Labor (\$ by Labor Category) →	\$1,784	\$17,068	\$3,160	\$87,850	\$36,162	\$24,102	\$3,012	\$2,492	\$31,620	\$10,000		\$217,250

Total Labor \$ 217,250

Direct Expenses \$ 5,150

PROJECT FEE \$ 222,400



June 8, 2022

Mr. Joshua Niemann
Water Treatment Plant Superintendent
City of Deerfield Beach
290 Goolsby Boulevard
Deerfield Beach, Florida 33442

**Subject: Proposal for Professional Engineering Services
Removal of Old Lime Plant Filter Console and Instrumentation Rack
Revised to include Alarm Remediation Implementation**

Dear Mr. Niemann:

Rummel, Klepper & Kahl (RK&K) is pleased to submit this proposal for professional engineering services for the above-referenced project. Our project team has extensive experience designing SCADA systems for water utilities and understands the importance of plant operation during construction. Dean Foote, our proposed Project Manager and Lead Design engineer, also has years of experience helping utilities resolve SCADA alarming issues and helping them to improve operator responses to abnormal conditions and alarms.

Our Scope of Service is included in Attachment A and includes our project understanding, key project personnel and description of our services. Attachment B also includes our level of effort and costs.

Sincerely,
Rummel, Klepper & Kahl, LLP



Nathan C. Atkinson, PE
Partner

Enclosure: Attachment A, Scope of Services

cc: Hamid Nikvan, PE

ATTACHMENT A

SCOPE OF SERVICES

CITY OF DEERFIELD BEACH WEST WATER TREATMENT PLANT
REMOVAL OF OLD LIME PLANT FILTER CONSOLE AND INSTRUMENTATION RACK

BACKGROUND AND PROJECT UNDERSTANDING

The City of Deerfield Beach (City) operates and maintains the West Water Treatment Plant (WTP) which treats approximately 16 million gallons per day (mgd) from the Floridan Aquifer and Biscayne aquifers supply wells. The WTP treatment processes include reverse osmosis, nanofiltration, and lime softening with filtration. These process streams are blended in the clearwell and transferred to a 3-million-gallon (mg) storage tank, before being pumped to the distribution system.

The existing control room's operator console and instrumentation panel have undergone numerous changes over the years and most of the controls and wiring now go to PLCs and the HMI for Supervisory Control and Data Acquisition (SCADA).

The City has indicated that they would like to:

1. Remove the "lime plant" operator console
2. Remove the "lime plant" instrumentation panel
3. Identify items on console that are still active and migrate to a PLC and SCADA HMI
4. Identify wires that have a junction in the console and panel and identify a new solution for wiring
5. Remove all wires that are no longer active.
6. Since the control panel is still used to control several high service pumps, identify a solution to migrate the high service pumps to the PLC and SCADA, and provide programming so the high service pumps operate entirely in auto function based on pressure setpoints.
7. Identify new control console solution
8. Provide services to clean up the alarm summary on SCADA.

Based on our understanding of the project, RK&K has prepared the following scope of work for the project.

KEY PROJECT PERSONNEL

As the Client Manager and Principal Engineer, **Brad McMahan, PE**, will serve as the contractual point of contact for the City's staff. Brad will be responsible for the high-level coordination of the work effort and for monitoring the schedule, budget, and quality of all deliverables.

The Project Manager and Lead Design Engineer will be **Dean Foote, PE, RCDD**. Dean brings 30 years of water/wastewater electrical, SCADA and PCS system design and implementation experience and has worked on water utility projects across North America and in Florida. He has completed similar projects involving operator console and control panel replacements. These projects have included the design of new control rooms and upgrading/replacement of control systems while keeping the plants fully operational. He has also successfully led numerous projects that involved alarm prioritization and remediation following industry best practices and ISA standards.

Chad Brodbeck will be the Electrical and I&C Lead Designer and has more than 20 years of experience designing electrical and control systems.

QA/QC will be performed by **Tim Bollinger, PE** and **Jason Hoyt, PE**. Tim will provide QA/QC and constructability review for the *Replacement of the Console and Removal of Instrumentation Panel* and has more than 40 years of experience. Jason will provide QA/QC for *Alarm Rationalization and Prioritization* and has 15 years of experience designing and programming SCADA systems.

Jack Zaiek (Revere Control Systems) will assist with the field investigation. Jack has 12 years of experience working on SCADA systems for Contractors and Systems Integrators.

SCOPE OF SERVICES

We have broken the work into two primary tasks, The first (Task 2) is for the *Replacement of the Console and Removal of Instrumentation Panel* to address items 1 through 7 as indicated above. The second (Task 3) is for *Alarm Rationalization and Prioritization* for the plant's SCADA system and addresses item 8 above.

We feel the two tasks can be completed in parallel but may be limited by City staff availability.

TASK 1: PROJECT MANAGEMENT AND KICKOFF MEETING

Project management and the kickoff meeting is common to both tasks and is described below.

TASK 1.1 PROJECT MANAGEMENT

RK&K will provide Project Management services under this task. Work will include general project management activities including:

- Contract execution
- Monthly progress reports and invoicing
- Quality control and quality assurance
- Clerical support for the development of deliverables

Periodic Project Meetings:

RK&K will conduct project coordination meetings with the City to review the progress of the project and to discuss any outstanding issues or potential problems. A standard agenda will be developed for the meetings and will be conducted monthly with the City's project manager. We envision these will be brief virtual (MS Teams) meetings.

Communications and Correspondence:

We are proposing to set up a SharePoint website for collaboration with the City. The site would be used to share documents, provide an updated project schedule, meeting minutes, etc. We have found this to be a positive experience for our clients and beneficial to the team.

Assumptions:

- City's project manager will coordinate and schedule workshops and the review of deliverables by the City's project team, in collaboration with RK&K's project manager.
- City's review comments on deliverables will be consolidated into one set of non-redundant comments.

Deliverables:

- Meeting minutes, monthly progress reports, and invoices

TASK 1.2 DOCUMENT REVIEW

Prior to the kickoff meeting, RK&K will request copies of any drawings the City may have for the existing console and instrumentation panel along with floor plans for the control room, HSP pump station, etc. We will also request a database dump from the HMI tags along with alarm and event logs. We will review these documents prior to the kickoff meeting and note any additional information that may be needed.

TASK 1.3 KICKOFF MEETING

At the outset of the project, we will conduct a formal kickoff meeting, chaired by RK&K's project manager. This meeting will ensure a common understanding of the project scope and schedule by the entire project team. This will also be an opportunity for the City to discuss any concerns with the project.

Immediately following the kickoff meeting, RK&K's team will conduct a brief site visit to prepare for the field investigation as described below.

Deliverables:

- Project schedule
- Kickoff meeting agenda and meeting minutes.

TASK 2: REPLACEMENT OF THE CONSOLE AND REMOVAL OF INSTRUMENTATION PANEL

TASK 2.1 CONSOLE AND PANEL FIELD INVESTIGATION

Because of the numerous changes over the years and limited documentation, we are proposing to conduct an in-depth investigation of the console and panel wiring. We feel this is a necessary step to be able to accurately document existing conditions and identify what wiring needs to be removed or wired to an existing PLC. We ask that during this investigation the City provide an electrician familiar with the equipment to assist us with identifying abandoned wiring/equipment and help with wire tracing. As we trace the wiring, we will tag and label the wires and equipment. Where practical, we will remove abandoned equipment for City disposal. During this time, it may be necessary for the City to temporarily relocate an operator workstation to another room so that we can get access to the console.

Assumptions:

- City will assist with wire tracing and abandoned equipment identification.
- Field work (wiring tracing and documentation) is estimated to take 2 weeks to complete.

Deliverables:

- Wiring list.
- Panel layout sketches noting location of abandoned and active equipment.
- Photographs of existing conditions
- Redlined wiring diagrams.

TASK 2.2 PRELIMINARY DESIGN

RK&K will prepare a Preliminary Design Report (PDR) to be used as the basis for the detailed design. We envision the PDR to include a conceptual layout of the new operator console/workstations, and identification of control room architectural requirements, e.g. lighting, drop ceiling, flooring repair or replacement, etc.

A draft version of the PDR will be provided for a two-week review period. Approximately half-way through the review period, we will conduct a half-day review meeting onsite to discuss the document. After the workshop, the City will have five additional days to accumulate review comments and provide a consolidated set of comments. The review comments along with review meeting discussion will be used to update and finalize the document.

Deliverables:

- Preliminary Design Report:
 - Demolition plan sketches
 - Room and console layout
 - Opinion of probable construction cost

Assumptions:

- Work includes minor control room renovations and does NOT include HVAC upgrades, subdividing the room, etc.

TASK 2.3 DESIGN

RK&K will prepare construction drawings of the proposed improvements which we envision to include:

- Demolition of console, panel, and wall around the panel.
- Removal of abandoned wiring.
- Repair or replacement of ceiling tiles, lighting, and flooring.
- New control room layout.
- New conduit and wiring for HSP controls.
- Top-end system architecture drawing showing temporary workstations and final configuration.
- Wiring diagrams for relocated controls to existing PLC

The level of detail and information to be shown on the drawings will be in conformance with generally accepted standards of the engineering and construction industries. Drawings will also be prepared using AutoCAD Release 2019 or newer.

RK&K will also prepare technical specifications for the proposed improvements. The technical specifications will be based on the Construction Specifications Institute (CSI) 16-division, three-part MASTERFORMAT and consist of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applicable for this project. The level of detail and information to be included in the technical specifications will be of sufficient detail to allow for competitive bidding of the project from qualified general contractors, and consistent with generally accepted standards for the engineering and construction industries. It is anticipated that the technical specifications will be appended to the City's standard bidding requirements, contract conditions, and contract forms provided by the City.

With each progress submittal of the design documents, we will prepare and submit a revised preliminary opinion of probable construction cost based on the design reflected in the submitted design documents. Opinions of cost will be based on manufacturer quotations for major equipment, and general unit construction costs based on similar projects and RSMeans.

We have included three progress submissions for the City's review and comment. We have assumed a two-week review period will be required by the City and approximately half-way through the review period, we will conduct a half-day workshop to discuss the submission. After the workshop, the City will have five additional days to accumulate review comments and provide a consolidated set of comments. The review comments along with review meeting discussion will be used to update the next progress submission.

The table below indicates what we envision will be included with each submission.

Submission	Deliverables
60%	• Drawings - o Cover - o Overall Project Site Plan and Key Map - o Table of Contents - o Electrical ▪ Notes, Legends, and Abbreviations ▪ Control Room Demolition plans ▪ Console and panel demolition ▪ New Control Room Layout - o Instrumentation and controls ▪ Notes, Legends, and Abbreviations ▪ Top-End System Architecture drawing • Specifications - o Table of Contents - o Description of the Sequence of Construction • Class 4 Opinion of Probable Construction Costs
90%	• Drawings - o Cover - o Overall Project Site Plan and Key Map - o Table of Contents - o Electrical ▪ Notes, Legends, and Abbreviations ▪ Control Room Demolition plans ▪ Console and panel demolition ▪ New Control Room Layout ▪ Reflected Ceiling Plan ▪ HSPs station plan showing new conduits ▪ Conduit and cable schedules ▪ Installation details - o Instrumentation and controls ▪ Notes, Legends, and Abbreviations ▪ Top-End System Architecture drawing ▪ New PLC wiring diagrams ▪ Installation details • Specifications - o Complete set of technical specification sections. - o Bid Form - o Marked up copy of City's General Conditions • Class 1 Opinion of Probable Construction Costs
100%	One electronic and one set of final bid documents, which includes: • Two full size (22" x 34") and one (1) half size (11" x 17") sets of final construction documents • One full size (22" x 34") signed and sealed set of the 100% design documents • Final Technical Specifications (8.5" x 11"). • Final blank price schedule (8.5" x 11" - MS Excel). • Final construction cost estimate with detailed quantity take-offs. • AutoCAD® files on CD.

TASK 2.4 BID PHASE SERVICES

During this task, RK&K will coordinate with the City Purchasing Department to prepare the Bid Set bidding documents. We have assumed that the City will be responsible for setting the bid opening date, advertisement of the bid, producing and distributing bid documents, and scheduling the pre-bid meeting. RK&K will deliver electronic copies of the bidding documents for the City to post on the City's web site. We will attend the pre-bid meeting with the City. We will prepare written responses to plan holder questions and provide them to the City for distribution. We will prepare written addenda and will furnish those for posting on the City's web site. After bids are received, we will prepare a bid tabulation and will assist the City in determining the lowest, responsive, responsible bidder and make a recommendation to the City regarding award of the contract.

Pre-Bid Meeting

RK&K will prepare a summary of work for the pre-bid meeting and facilitate review of the project during the meeting. We will also prepare meeting minutes and include them in an addendum.

Addendums

RK&K will prepare the addendum as needed to respond to Proposer's questions and to address changes that may be necessary to clarify the bid documents.

Bid Evaluation

RK&K will review the apparent low bidder's bid. Work will include contacting references and comparing the bid line items with the Engineer's opinion of probable construction costs. RK&K will then prepare a letter of recommendation to award.

TASK 3: ALARM RATIONALIZATION, PRIORITIZATION, AND ALARM REMEDIATION IMPLEMENTATION

To address the SCADA alarming issue, we recommend an alarm rationalization and prioritization approach that follows the ANSI/ISA 18.2 standard, as outlined in Figure 1. We will begin with the development of an alarm philosophy to specifically address the City's requirements and document them. Once completed, the City's alarm philosophy will be used to analyze the existing alarm and develop recommendations to eliminate nuisance alarms and improve operator responses to critical alarms. Because of the uncertainty of what the recommendations will be, we have included a time-and-materials based level-of-effort for the implementation subtask.

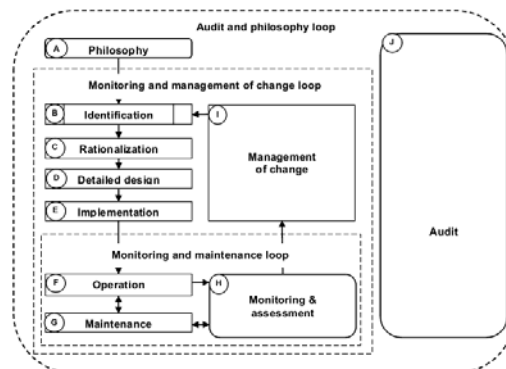


Figure 1: ANSI/ISA 18.2, Alarm Management Life Cycle

TASK 3.1 ALARM PHILOSOPHY TECHNICAL MEMORANDUM

Purpose: The Alarm Philosophy Technical Memorandum (TM) establishes and defines the basic terminology to be used to analyze alarms and how alarms should be prioritized. ANSI/ISA Standard 18.2, *Management of Alarm Systems for Process Industries* will be used as a reference to establish the alarm philosophy for the City.

Alarm Philosophy Workshop

RK&K will conduct a workshop with the City to begin the process of developing the Alarm Philosophy. Topics to be discussed during this workshop will include:

- Purpose and goal of the Alarm Philosophy document
- Alarm identification, criteria, and definition
- Alarm types and terminology
- Alarm priorities
- Alarm handling methods
- High Performance (HP) HMI alarm symbols and display methods.
- Alarm response, resolution, maintenance roles and responsibilities
- System performance monitoring
- Change management

Prior to the meeting RK&K will review the City's current alarms configured in the HMI and use them as examples for discussion. RK&K will also prepare several examples of how the alarms could be displayed on the HMI for better situational awareness. We anticipate this meeting to be half-day.

Alarm Philosophy TM Development

Based on the information gathered during the workshop, RK&K will develop the Alarm Philosophy TM. A draft version of the TM will be provided for a two-week review period. Approximately half-way through the review period, we will conduct a two-hour virtual (MS Teams) review meeting to discuss the document. After the workshop, the City will have five additional days to accumulate review comments and provide a consolidated set of comments. The review comments along with review meeting discussion will be used to update and finalize the document.

Deliverables:

- Workshop presentation slides and meeting minutes
- Draft and final Alarm Philosophy TM

TASK 3.2 ALARM CATEGORIZATION, IDENTIFICATION, AND RATIONALIZATION

Alarm Categorizations

RK&K will use the plant's existing tag databases to identify existing alarms. The alarms will then be categorized into alarm groups for discussion during the alarm rationalization workshops. The purpose of alarm categorization is to simplify the alarm review process by identifying common types of alarms for multiple processes, equipment, etc. We envision the categories to include, but not necessarily be limited to:

- Processes and Equipment
 - Reverse Osmosis
 - Nano Filtration
 - Lime Softening
 - Filtrations
- Chemical feed and dosing.
 - HIGH-HIGH/HIGH/LOW/LOW-LOW
- Pumps
 - Faults and Overload
 - Failed to START/STOP.
 - Interlocks
 - Etc.
- Levels, flows, weights, and pressures
 - HIGH-HIGH/HIGH/LOW/LOW-LOW
- Valves
 - Failed to OPEN/CLOSE
 - Faults and overloads
- Eyewash Stations
- Intrusion

RK&K will also analyze the past year of alarm logs to identify nuisance alarms.

Alarm Identification and Rationalization Workshops

Using the alarm categories, RK&K will facilitate a series of workshops to review the alarms. We anticipate that the alarm reviews will include:

- Necessity for each alarm
- Each alarm's priority
- Alarm limits versus normal operating ranges
- Review of alarm description for clarity and consistency
- Alarm dependencies

Alarms that have been identified as nuisance alarms or have been causing alarm floods will also be reviewed during the workshops. RK&K will work with the City to identify their root causes and changes that need to be made to eliminate them.

As the alarms are analyzed, there will be a need to review the operation of various processes and equipment. We recommend that representatives from Operations and Maintenance attend the workshops.

We have estimated that four half-day workshops will be required to review the alarm list.

Alarm List and Recommendations

Following the completion of the workshops, RK&K will revise the alarm list which will include recommended changes. A draft version of the Alarm List and Recommendations will be provided for a two-week review period. Approximately half-way through the review period, we will conduct a two-hour virtual (MS Teams) review meeting to discuss the recommendations. After the workshop, the City will have five additional days to accumulate review comments and provide a consolidated set of comments. These review comments will then be incorporated into the final version.

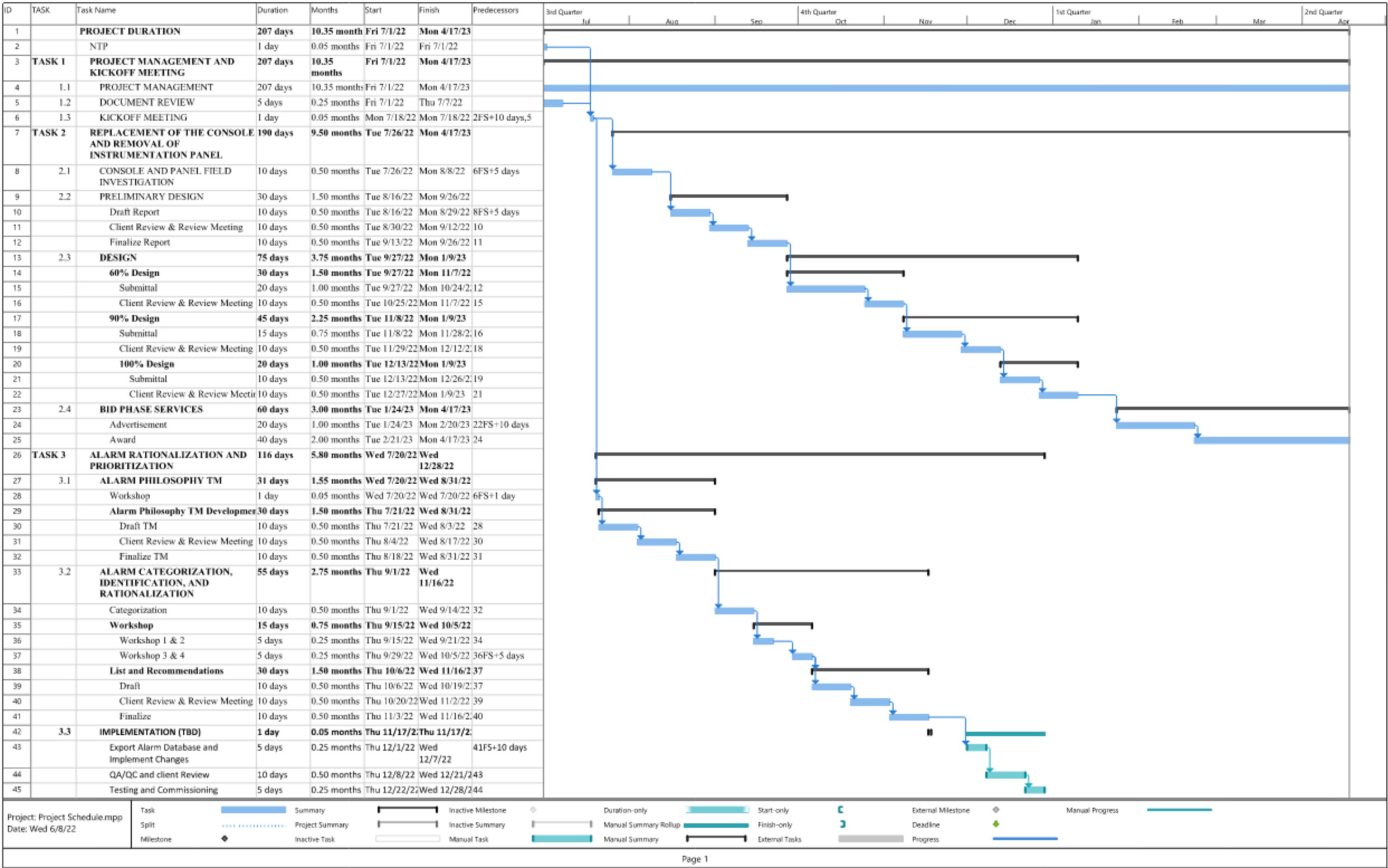
Deliverables:

- Meeting minutes
- Draft and Final Alarm List with Recommendations

TASK 3.3 ALARM REMEDIATION IMPLEMENTATION

RK&K will work with the City to implement the recommended changes to the HMI application and PLC programs. Because of the uncertainty of the work involved, we propose that this work be completed on a Time and Materials (T&M) basis and have included a budget of 140 hours for this work. We anticipate this work to include exporting the alarm database to MS Excel, adding alarm priorities to each alarm as identified in the approved alarm list and then uploading the prioritized alarms to the HMI. The HMI alarm display would then be configured to sort the alarms from highest priority to lowest priority. Testing of a random sampling of alarms would then be conducted to verify the changes work properly. If time allows, changes to alarm setpoints and/or PLC program modifications would also be included to resolve nuisance alarm issues and would be based on priority of the alarm nuisance identified by the City.

SCHEDULE



ATTACHMENT B
LEVEL OF EFFORT
CITY OF DEERFIELD BEACH WEST WATER TREATMENT PLANT
REMOVAL OF OLD LIME PLANT FILTER CONSOLE AND INSTRUMENTATION RACK

City of Deerfield Beach West Water Treatment Plant
Removal of Old Lime Plant Filter Console and Instrumentation Rack

Level of Effort by Labor Category

Task Description	PIC	PM	Admin Support	Senior Eng	Eng	Designer/CAD	QA/QC	QA/QC	Sub (Revere Controls)		Sub Totals	Total (Hrs by Tasks)
	McMahan, Brad	Foote, Dean	Polley, Deb	Foote, Dean	Chiodo, Christian	Brodbeck, Chad	Bollinger, Timothy	Hoyt, Jason	Zaiek, Jack	Field Service Tech		
PROJECT MANAGEMENT AND KICKOFF MEETING	8	48	12	4	16				4		92	92
TASK I:REPLACEMENT OF THE CONSOLE AND REMOVAL OF INSTRUMENTATION PANEL											654	
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Total Hrs (Hours by Labor Category) →	8	68	40	350	294	234	12	14	204	80		1304
Labor (\$ by Labor Category) →	\$1,784	\$17,068	\$3,160	\$87,850	\$36,162	\$24,102	\$3,012	\$2,492	\$31,620	\$10,000		\$217,250

Total Labor	\$	217,250
Direct Expenses	\$	5,150
PROJECT FEE	\$	222,400





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1360

Agenda Date: 7/12/2022

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 agreement with Johnson-Laux Construction, LLC through the Sourcewell, Inc. Indefinite Quantity Construction Agreement IFB# FL-WCA-GC04-041019 for repairs and alterations to Fire Station 102 in an amount not to exceed \$366,258.00; providing for execution and an effective date. (Funds from Account #399-5060-519-62-00 - Buildings & Account #399-5060-529-65-30 - CIP Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$366,258

Account Name: Buildings

Account Number: 399-5060-519-62-00

Secondary Account Name: CIP Infrastructure

Secondary Account Number: 399-5060-529-65-30

Background/History

On April 20, 2022, RH Engineering Group performed a visual observation of the building exterior and affected interior areas of the Deerfield Beach Fire Station 102 located at 1441 FAU Research Park Blvd., as part of the building envelope assessment project (the "Assessment"). Fire Station 102 has been experiencing moisture penetration issues and the Assessment scope of work included assessment of the building envelope conditions to determine the possible cause of the moisture penetration into the building and associated repairs. The assessment included the interior area of the 3-story front entrance vestibule and the main office building portion of the Fire Station. Also completed was a review of the original architectural drawings for the building and roof condition assessment report prepared by Advance Roofing dated December 2021 with updates dated April 2022. Visual observations were made along the building exterior and flat roof areas 2 & 3. No destructive testing was done. The following are the recommendations from the Assessment (collectively, the "Work"):

- ☐ Pressure clean exterior of the building to remove the mold and mildew.
- ☐ Trim trees and palms to allow at least 3' clearance for access to the building for performing cleaning, painting and sealing activities.
- ☐ Repaint the exterior of the building with a high-performance coating. Recommended products include StoCoat Texture or Lotusan, and Sherwin Williams Loxon XP.
- ☐ Replace sealants around all openings, windows, doors, etc. that are either missing or in need of

repair.

- ☐ Apply elastomeric patch over any stucco cracks.
- ☐ Replace damaged or missing expansion joints and sealant. Sealant shall be premium grade, non-sag, high movement, polyurethane hybrid silicone that is paintable. Recommended products include SikaHylex-150LM and Tremco Dymonic FC.
- ☐ Remove existing 4" decorative split face brick veneer from around the lower portion of the building.
- ☐ Apply waterproofing around lower portion of building where brick veneer was removed.
- ☐ Apply waterproofing over parapet wall in low roof areas 2 and 3.
- ☐ Repaint metal roof panels with a DTM direct to metal paint such as Sherwin Williams Protective & Marine Coating product DTM acrylic coating. Solar panels and accessories to remain in place.
- ☐ Furnish and install new brick veneer over waterproofing, including all grouting, expansion joints and sealants needed. New brick veneer shall match existing.
- ☐ Remove plantings and ground cover in landscape areas as needed to re-grade to eliminate built up fill conditions adjacent to the building. Top of landscaping fill elevation must not exceed top of ground floor slab elevation. Re-grade and re-slope so water drains away from the building. Remove all excess materials from the site.
- ☐ Modify or cap irrigation system as needed.
- ☐ Remove approximately 2' wide strip of floor tile and 2" topping slab to expose joint between building and vestibule on both the 2nd and 3rd floors. Re-cast 2" topping slab but maintain opening minimum 1" width along the joint between planks. Install interior expansion joint and cover Migutec FN 20/12 by EMSEAL. Replace floor tiles as needed.
- ☐ Flush or jet the rainwater leaders located around the building to confirm lines are clear and operating properly.
- ☐ Pressure clean exterior of the building to remove the mold and mildew.
- ☐ Trim trees and palms to allow at least 3' clearance for access to the building for performing cleaning, painting and sealing activities.
- ☐ Remove all construction debris and waste from the site.

Current Activity

Staff desires to perform recommended repair and alterations to Fire Station 102 according to the Building Envelope Assessment Report prepared by RH Engineering Group, dated May 12, 2022. The total budget for the Work is \$366,258.00. Funds are available in our Capital Project Budget for buildings and infrastructure to address the needs of our Public Service buildings.

Due to the small size and scope of the Project, use of a job order contract was recommended. Section 38-116(3)(b)10–11 of the City Code provide authority for the City to acquire or contract for non-real property, goods, or services where the City participates in joint procurement of non-real property, goods, or services with other public entities, including, but not limited to, acquisitions made pursuant to interlocal agreements entered into with other governmental entities in accordance with Chapter 163, Florida Statutes. Section 38-116(3)(b)12 of the City Code allows for the procurement of goods or services pursuant to a job order contract. Staff recommends use of the cooperative purchasing agreement with Johnson-Laux Construction, LLC ("Johnson-Laux"), through the Sourcewell, Inc. Indefinite Quantity Construction Agreement IFB# FL-WCA-GC04-041019 (the "Sourcewell Contract") for construction of the Project in an amount not to exceed \$366,258.00.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach award repairs and alteration for FS 102 in accordance with the Building Envelope Assessment Report by RH Engineer Group dated May 12, 2022 to Johnson Laux Construction.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH JOHNSON-LAUX CONSTRUCTION, LLC THROUGH THE SOURCEWELL, INC. INDEFINITE QUANTITY CONSTRUCTION AGREEMENT IFB# FL-WCA-GC04-041019 FOR REPAIRS AND ALTERATIONS TO FIRE STATION 102 IN AN AMOUNT NOT TO EXCEED \$366,258.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, Fire Station 102 has been experiencing moisture penetration issues; and

WHEREAS, on April 20, 2022, the City’s consultant, RH Engineering Group, performed a visual observation of the building exterior and affected interior areas of the Deerfield Beach Fire Station 102 located at 1441 FAU Research Park Blvd., as part of the building envelope assessment project (the “Assessment”); and

WHEREAS, upon completion of the Assessment, RH Engineering Group made various recommendations for repairs and alterations to Fire Station 102 to resolve the moisture penetration issues; and

WHEREAS, staff recommends performing the repairs and alterations to Fire Station 102 according to the Assessment (the “Project”); and

WHEREAS, due to the small size and scope of the Project, use of a job order contract was recommended; and

WHEREAS, Section 38-116(3)(b)10–11 of the City Code provide authority for the City to acquire or contract for non-real property, goods, or services where the City participates in joint procurement of non-real property, goods, or services with other public entities, including, but not limited to, acquisitions made pursuant to interlocal agreements entered into with other governmental entities in accordance with Chapter 163, Florida Statutes; and

WHEREAS, Section 38-116(3)(b)12 of the City Code allows for the procurement of goods or services pursuant to a job order contract; and

WHEREAS, staff recommends use of the cooperative purchasing agreement with Johnson-Laux Construction, LLC (“Johnson-Laux”), through the Sourcewell, Inc. Indefinite Quantity Construction Agreement IFB# FL-WCA-GC04-041019 (the “Sourcewell Contract”) for construction of the Project in an amount not to exceed \$366,258.00; and

WHEREAS, staff has confirmed that the Sourcewell Contract is in effect; and

WHEREAS, staff recommends that the City Commission approve an agreement with Johnson-Laux for construction of the Project, utilizing the Sourcewell Contract in an amount not to exceed \$366,258.00 (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 Agreement with Johnson-Laux for construction of the Project in an amount not to exceed \$366,258.00.

Section 3. The City Manager is authorized to execute the Agreement with Johnson-Laux, consistent with the Sourcewell Contract, together with additional terms 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. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: FL-WCA-GC04-041019

GEOGRAPHIC AREA: West Central Florida Area

This Agreement dated May 1, 2019, by and between Sourcewell (Formerly NJPA) and Johnson-Laux Construction, LLC at the following address, 8100 Chancellor Drive, Suite 165, Orlando, FL 32809 hereinafter referred to as the CONTRACTOR.

WITNESSETH: Sourcewell and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications, Book 5-Invitation for Bid Forms) and Addenda thereto, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Purchase Order Proposals, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by a Sourcewell Member in connection with any Project, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQC.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQC.com or via facsimile to (864) 233-9100.

ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Purchase Order in accordance with the procedures for developing Purchase Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Purchase Order developed in accordance with this Agreement will be issued by an individual Sourcewell Member. The Purchase Order will require the Contractor to perform the Detailed Scope of

Work within the Purchase Order Completion Time for the Purchase Order Price.

- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is \$2,000,000. This is only an estimate and may increase or decrease at the discretion of Sourcewell.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors:

TO BE ENTERED BY SOURCEWELL:

- a. Normal Working Hours Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.2373*

(Specify to four (4) decimal places)

- b. Other Than Normal Working Hours Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.2492*

(Specify to four (4) decimal places)

- c. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.2973*

(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

- A. This Agreement has an initial term of one (1) year and a bilateral option provision for two (2) additional terms. The total term of the Agreement cannot exceed three (3) years. One additional one-year renewal-extension may be offered by Sourcewell to Contractor beyond the original three-year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. Sourcewell may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period

may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. Sourcewell selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary ezIQCC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by Sourcewell and Sourcewell Members. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Agreement for Sourcewell and Sourcewell Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Agreement or Gordian's contract with Sourcewell, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to Sourcewell and Sourcewell Members under this Agreement ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Agreement expires or terminates as provided herein, or the Gordian's contract with Sourcewell expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.
- C. Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the

prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

- D. In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Agreement or any Purchase Order, Order or similar purchasing document (Purchase Order) issued by Sourcewell or a Sourcewell Member, this IQCC System License shall take precedence.

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

By:

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0F02A139D06AB9

Authorized Signature

Jeremy Schwartz-Director of Operations & Procurement/CPO

Print Name

Contractor

DocuSigned by:
Kevin Johnson
11F0207F04704EE

Authorized Signature

Kevin Johnson-Vice President

Print Name

Contract Number: FL-WCA-GC04-041019-JLC (assigned by Sourcewell)

Date: June 17th, 2022

**Deerfield Beach Fire Station 102
Engineer's Recommended Repair Budget**

Summary Scope

Perform recommended repairs, alterations, and to Fire Station 102 according to Building Envelope Assessment Report prepared by RH Engineering Group dated May 12th, 2022.

Project Total Budget: \$366,258.00

Detailed Scope

- Pressure clean exterior of the building to remove the mold and mildew.
- Trim trees and palms to allow at least 3' clearance for access to the building for performing cleaning, painting and sealing activities.
- Repaint the exterior of the building with a high-performance coating. Recommended products include StoCoat Texture or Lotusan, and Sherwin Williams Loxon XP.
- Replace sealants around all openings, windows, doors, etc. that are either missing or in need of repair.
- Apply elastomeric patch over any stucco cracks.
- Replace damaged or missing expansion joints and sealant. Sealant shall be premium grade, non-sag, high movement, polyurethane hybrid silicone that is paintable. Recommended products include SikaHylex-150LM and Tremco Dymonic FC.
- Remove existing 4" decorative split face brick veneer from around the lower portion of the building.
- Apply waterproofing around lower portion of building where brick veneer was removed.
- Apply waterproofing over parapet wall in low roof areas 2 and 3.
- Repaint metal roof panels with a DTM direct to metal paint such as Sherwin Williams Protective & Marine Coating product DTM acrylic coating. Solar panels and accessories to remain in place.
- Furnish and install new brick veneer over waterproofing, including all grouting, expansion joints and sealants needed. New brick veneer shall be match existing.
- Remove plantings and ground cover in landscape areas as needed to re-grade to eliminate built up fill conditions adjacent to the building. Top of landscaping fill elevation must not exceed top of ground floor slab elevation. Re-grade and re-slope so water drains away from the building. Remove all excess materials from the site.
- Modify or cap irrigation system as needed.
- Remove approximately 2' wide strip of floor tile and 2" topping slab to expose joint between building and vestibule on both the 2nd and 3rd floors. Re-cast 2" topping slab but maintain opening minimum 1" width along the joint between planks. Install interior expansion joint and cover Migutec FN 20/12 by EMSEAL. Replace floor tiles as needed.
- Flush or jet the rainwater leaders located around the building to confirm lines are clear and operating properly.
- Remove all construction debris and waste from the site.

Clarifications

- A Payment and Performance Bond has been included in the proposal price.
- No Builder's Risk insurance included.
- No Architectural or Engineering Services have been included.
- No Signed and Sealed drawings have been included.
- Estimated Permit Fee has been included.
- No roof repairs or parapet coping caps included in this proposal.
- Exterior hollow metal doors and frames to be repainted. Storefront and/or aluminum doors and frames shall not be repainted. Large vehicle bay doors not to be repainted.
- Solar panels to remain in place. No painting of metal roof panels under solar panels.
- No replacing of plantings or shrubs. Contractor to install 3" of wood mulch only in disturbed areas.
- No repairs to the rainwater leaders or piping are included in this proposal.



May 12, 2022

Johnson Laux Construction
Mr. Richard Reinhart, Project Manager
4350 Oakes Road, Unit 514
Davie, FL 33314

**RE: Deerfield Beach Fire Station 102
Building Envelope Assessment Report
RHEG Project #2217**

Dear Mr. Reinhart,

On April 20, 2022, our office performed a visual observation of the building exterior and affected interior areas of the Deerfield Beach Fire Station 102 located at 1441 FAU Research Park Blvd., in Deerfield Beach, Fla. as part of the building envelope assessment project. Fire Station 102 has been experiencing moisture penetration issues and the project work scope is to assess the building envelope conditions to determine the possible cause of the moisture penetration into the building and associated repairs. The assessment included the interior area of the 3-story front entrance vestibule and the main office building portion (only) of the Fire Station. Also completed was review of original architectural drawings for the building and roof condition assessment report prepared by Advance Roofing dated December 2021 with updates dated April 2022. No original structural drawings for the building were provided for review. Visual observations were made along the building exterior, and flat roof areas 2 & 3. No destructive testing was done. A portion of existing cracked tile was removed at the 2nd floor front entrance vestibule. We have the following comments:

Building Structure

1. Fire Station 102 complex was termed Mitigation Operation Center in the original architectural drawings for the building. Architectural drawings were prepared by Perez & Perez Architects and Planners and are dated May 2005.
2. The structure complex is comprised of the following:
 - a. 3 story main building that includes fire offices, dorms, kitchen, classrooms, conference rooms, general offices, bathrooms, and computer rooms.
 - b. 2 story high open vaulted roof structure at center of complex that houses fire & rescue trucks and apparatus equipment.
 - c. 2 story building to the south that includes electrical room, gear, clothing, generator, filing, and storage rooms.
 - d. 3 story front entrance vestibule building appendage located at the west elevation.
 - e. Overall complex size is approximately 250' x 120'.
 - f. Architectural drawings do not indicate any building expansion joint between any portion of the building complex.

3. The building structures are comprised of the following general components:
 - a. Concrete spread footing foundations.
 - b. Perimeter 12" thickness tilt up concrete walls.
 - c. Concrete ground floor slab on grade.
 - d. Interior steel columns and beams.
 - e. 2nd and 3rd floor framing are 10" precast hollow core planks with 2" of poured concrete topping.
 - f. Roof framing consist of 8" precast hollow core planks with 2" of concrete topping. Main building has trusses over top of the hollow core planks. Center fire truck storage has exposed steel truss framing.
 - g. Majority of building complex has a standing seam metal roof. There are portions of the building that have flat roofs with modified bitumen membrane roofing.
 - h. Stairs are steel with concrete filled metal pans.
 - i. Drawings show a concrete cap over top of perimeter parapet walls.

Observations and Recommendations

1. Existing paint on walls has a textured finish over top of the tilt up concrete walls. **See Photo 1.**
2. Throughout all portions of the building complex, the existing paint has faded and there are mold and mildew stains at multiple locations. **See Photos 2 through 7.** Pressure cleaning with detergent solution to remove mold and mildew is required. Re-painting of the building complex with a high-performance acrylic coating is required. Recommended products include StoCoat Texture or Lotusan, and Sherwin Williams Loxon XP. Final coating selection should provide a breathable and weatherproof finish. Application must follow manufacturers recommendations regarding surface preparation for tilt up concrete construction. We did not observe at ground floor level moisture penetration around window and door openings. During future repair project with use of high reach equipment we recommend that existing sealants be examined more closely to determine if deterioration of sealants has commenced, and replacement is required.
3. Existing paint over tilt up concrete wall joint sealants has de-bonded and failed at many locations. **See Photos 8 through 10.** There is also evidence of failed tilt up joint sealant which requires removal and replacement at several locations. Damaged sealants must be removed and recommend new sealant selection to be a premium grade, non-sag, high movement, polyurethane hybrid silicone sealant that is paintable. Recommended products include SikaHylex-150LM and Tremco Dymonic FC. Application must follow manufacturers recommendations regarding surface preparation including backer rod material and size for tilt up concrete construction.
4. Landscaping areas along building perimeter are typical throughout building complex except at center area fire & rescue truck storage. **See Photos 11 and 12.**
5. Landscaping area at west elevation is built up against existing building wall. Fill material built up is approximately 12" to 16" above building ground floor slab elevation. **See Photo 13.** There is evidence of moisture penetration inside the building offices that are located along the west wall where built up fill material is located.
6. Landscaping areas have an irrigation system that is located near building walls at several locations. **See Photos 14 through 16.** Modify irrigation locations as needed.
7. During rain events building roof runoff is collected through rainwater leaders located around the building perimeter. Leaders are directed to unknown underground drain areas. This rainwater collection system was not referenced in the architectural drawings for the complex. **See Photos 17 and 18.** It is unknown if the rainwater collection system is affecting the perimeter concrete walls and further investigation may be required. At minimum flush or jet the system to confirm lines are clear and operating properly.

8. Building perimeter has existing decorative 4" split face brick veneer throughout the lower portion of the building complex. Brick veneer height is approximately 48". Brick veneer is in direct contact with all landscaping areas and exposed to continual wet conditions from rain events and landscape irrigation system. **See Photo 19.**
9. Detailed examination of construction conditions between the brick veneer and tilt up concrete wall directly behind, revealed that no waterproofing or seal coating was applied on the concrete wall. Therefore, the tilt up concrete wall is fully exposed to moisture penetration from the built-up landscaping areas, landscaping irrigation system, and possibly the rainwater collection system. **See Photo 20.**
10. General condition of the brick veneer throughout the building perimeter is poor. There were numerous locations observed where brick veneer is damaged – cracked, broken, loose and de-bonded from concrete wall. **See Photos 21 through 27.**
11. Based on moisture penetration currently occurring through concrete walls behind the veneer and general existing poor veneer conditions observed throughout, we recommend that all 100% brick veneer is removed.
12. Brick veneer repair options –
 - A. *Re-design finish conditions:* Permanently re-grade landscaping areas to eliminate built up fill conditions against concrete walls. Top of landscaping fill elevation must not exceed top of ground floor slab elevation. Remove 100% of brick veneer. Apply seal/paint coating to all exposed tilt up concrete wall surface. Brick veneer can be eliminated or re-installed per owner decision. If new brick veneer will be re-installed, then review of surface treatment application is required to assure adequate bond between veneer and wall is obtained. Also, sealant application along perimeter of veneer is required to limit water penetration behind the veneer which can cause de-bonding.
 - B. *Re-build existing finish conditions:* Landscaping areas will be temporarily re-graded to allow work to be performed along building perimeter. Remove 100% of brick veneer. Apply a UV resistant elastomeric waterproof coating to all exposed tilt up concrete wall surface where brick veneer will be located. Selection of waterproof coating to have Florida Product Approval and additional procedures that are required for allowance of a tile surface installation over the coating. New brick veneer will be re-installed. Apply sealant application along perimeter of veneer to limit water penetration behind the veneer. Re-grade landscaping area and re-slope fill away from building walls.
13. Tilt up concrete wall joint sealant between 3 story west front entrance vestibule and 3 story main building has failed. **See Photos 28 through 30.** Sealant is cracked and delaminated indicating joint movement that is larger than allowed by the sealant material tolerance. Joint sealant is located along grid 5 in the architectural drawings – see attached drawings for referenced location.
14. Tile finish surface at interior of vestibule along grid 5 joint is cracked at 2nd and 3rd floors. **See Photo 31.** Portion of tile was removed at the 2nd floor which revealed a large fracture in the concrete topping slab over the precast hollow core floor planks. **See Photo 32.**
15. Review of floor structural framing from below the ceiling area along grid 5 revealed different support conditions to the east and west along the same joint. West side of joint has parallel hollow core planks supported by a steel channel. **See Photo 33.** East side of joint has perpendicular hollow core planks supported by the 12" tilt up concrete wall. **See Photo 34.** Structural framing conditions are not contiguous along the joint (grid 5) and based on damaged conditions observed a building expansion condition appears to exist.

16. *Recommended repair along grid 5 between front entrance vestibule and main building-*
 - A. Exterior: Remove existing tilt up wall joint sealant 100%. Install an expansion joint material – Colorseal by EMSEAL that can accommodate anticipated building movement.
 - B. Interior at each floor level: Remove approximately 2'-0" wide strip of 2" topping slab and expose joint between hollow core floor planks. Re-cast 2" topping slab but maintain open minimum 1" width along the joint between planks. Install interior expansion joint & cover Migutec FN 20/12 by EMSEAL.
17. There is evidence of interior water penetration inside and adjacent to stair#2 that appears to be coming from the roof level. **See Photos 35 through 37.**
18. Stair#2 is located directly below roof area 3 as designated in Advance Roofing Report.
19. Roof area 3 has fully exposed bare concrete parapet walls. **See Photos 38 and 39.** Although original architectural drawings indicated a concrete cap to be placed over top of perimeter parapet walls, this was not done. Recommend that parapet wall concrete surface be fully protected and encapsulated with either a roofing membrane, waterproof coating, or metal cap.
20. Roof area 3 is flat with slope to drains and has several HVAC mechanical equipment anchored to the roof. Existing roofing membrane is in poor condition. **See Photos 40 and 41.** Recommend that a new roofing membrane be installed.
21. Adjacent to roof area 3, decorative plank finish within the tilt up concrete wall has numerous cracks which can allow moisture penetration. **See Photo 42.** Recommend applying elastomeric patch over cracks during re-painting of building.
22. Sealant over metal flashing in roof area 3 has failed at several locations. **See Photo 43.** New sealant application 100% is required in roof area 3.
23. Low roof area 2 as designated in Advance Roofing Report is over entry area at north side of building.
24. Low roof area 2 is flat with slope to drains and has kitchen hood exhaust equipment anchored to the roof. Existing roofing membrane is in poor condition. **See Photos 44 and 45.** Recommend that a new roofing membrane be installed.
25. Roof area 2 has exposed concrete parapet walls with a thin coat of stucco placed over top which is de-bonded and failed. **See Photos 46 and 47.** Although original architectural drawings indicated a concrete cap to be placed over top of perimeter parapet walls, this was not done. Recommend that parapet wall concrete surface be protected and encapsulated with either a waterproof coating, or metal cap.
26. Per Advance Roofing report, roof area 1 has metal roof panels that are fading and has minor deterioration starting to occur at roof edges. Report recommends contacting a painting contractor for corrective actions. Recommend for deteriorated panel joint and edge locations, apply new sealant and waterproof coating that is approved for metal applications. Regarding faded paint of the metal panels, if new paint application is desired by owner, apply a DTM (direct to metal paint) coating system i.e., Sherwin Williams Protective & Marine Coatings products DTM Acrylic Coating.

Summary

1. There are numerous issues and major concerns related to existing conditions of the building envelope coatings, sealants and roofing as outlined in this report.

2. Overall building envelope condition is poor as numerous areas of moisture penetration exists. Continual moisture intrusion into the building can cause damages within interior areas and can result in mold growth that lead to unhealthy conditions. Recommend that required repairs and re-painting of the building complex be completed as soon as possible.

If after reviewing the report there are any questions, please contact my office so that we may discuss.

Roberto Hernandez

Roberto L. Hernandez, P.E.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 1: West side entrance general building condition.



Photo 2: Faded paint on walls with mold and mildew stains. West building elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 3: Faded paint on walls with mold and mildew stains. North building elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 4: Faded paint on walls with mold and mildew stains. South building elevation.



Photo 5: Faded paint on walls with mold and mildew stains. South building elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 6: Faded paint on walls with mold and mildew stains. South building elevation.



Photo 7: Faded paint on walls with mold and mildew stains. West building elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 8: Failed paint over building concrete wall joint sealant.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 9: Failed paint over building concrete wall joint sealant.



Photo 10: Failed paint over building concrete wall joint sealant.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 11: Lanscaping area building west elevation.



Photo 12: Lanscaping area building north elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 13: Landscaping area building west elevation. Landscaping built up against wall.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 14: Irrigation system within landscaping area.



Photo 15: Irrigation system within landscaping area and near building walls.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 16: Irrigation system within landscaping area and near building walls.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 17: Rain water leaders at building perimeter drains to unknown underground areas.



Photo 18: Rain water leaders at building perimeter drains to unknown underground areas.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 19: Existing decorative 4" split face brick veneer found throughout the lower portion of building.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 20: Close view of bottom portion of decorative 4" split face brick veneer found throughout building with existing bare concrete wall behind. No waterproofing on existing concrete wall.



Photo 21: Damaged 4" split face brick veneer. North east building elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 22: Damaged and de-bonded 4" split face brick veneer. East building elevation.



Photo 23: Damaged and de-bonded 4" split face brick veneer. East building elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 24: Damaged 4" split face brick veneer. East building elevation – fire truck storage.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 25: Damaged and loose 4" split face brick veneer. South building elevation.



Photo 26: Damaged and loose 4" split face brick veneer. South building area.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 27: Damaged 4" split face brick veneer. South west building elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 28: Failed sealant at interface between building area grid 5 front entrance vestibule south elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 29: Failed sealant at interface between building area grid 5 front entrance vestibule north elevation.



Photo 30: Failed sealant at interface between building area grid 5 front entrance vestibule south elevation.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 31: Crack tile in vestibule interior at interface between building area at grid 5.



Photo 32: Tile removed interior exposing fracture in topping slab over structural hollow core plank floor system. Damage is located at 2nd & 3rd floors in vestibule at interface between building areas at grid 5.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 33: Steel channel ledge support of parallel hollow core planks floor system on west side of grid 5.
Steel channel is supporting the 2nd floor structural hollow core plank floor system as seen from ceiling.



Photo 34: Concrete wall support of perpendicular hollow core planks floor system on east side of grid 5.
Wall is supporting the 2nd floor structural hollow core plank floor system as seen from ceiling.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 35: Water leaks stains inside stair#2.



Photo 36: Water leaks stains inside stair#2.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 37: Damaged paint on wall adjacent to stair#2 inside fire truck storage.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 38: Above stair#2, exposed concrete at parapet walls in roof area 3 per Advance Roofing Report.



Photo 39: Above stair#2, exposed concrete at parapet walls in roof area 3 per Advance Roofing Report.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 40: Loose granules from deteriorated roof membrane are accumulating around drains in roof area 3.



Photo 41: Loss of granules from deteriorated roof membrane in roof area 3. Excessive wear of membrane.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 42: Cracks in wall to decorative finish adjacent to roof area 3 and over stair#2.



Photo 43: Failed sealant at flashing of roof area 3 located over stair#2.

Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 44: Low roof area 2 per Advance Roofing Report over entry at north side of building has damaged roofing exhibiting wear and deterioration. Roofing membrane has loss of granules.



Photo 45: Low roof area 2 per Advance Roofing Report over entry at north side of building has damaged roofing exhibiting wear and deterioration. Roofing membrane has loss of granules.

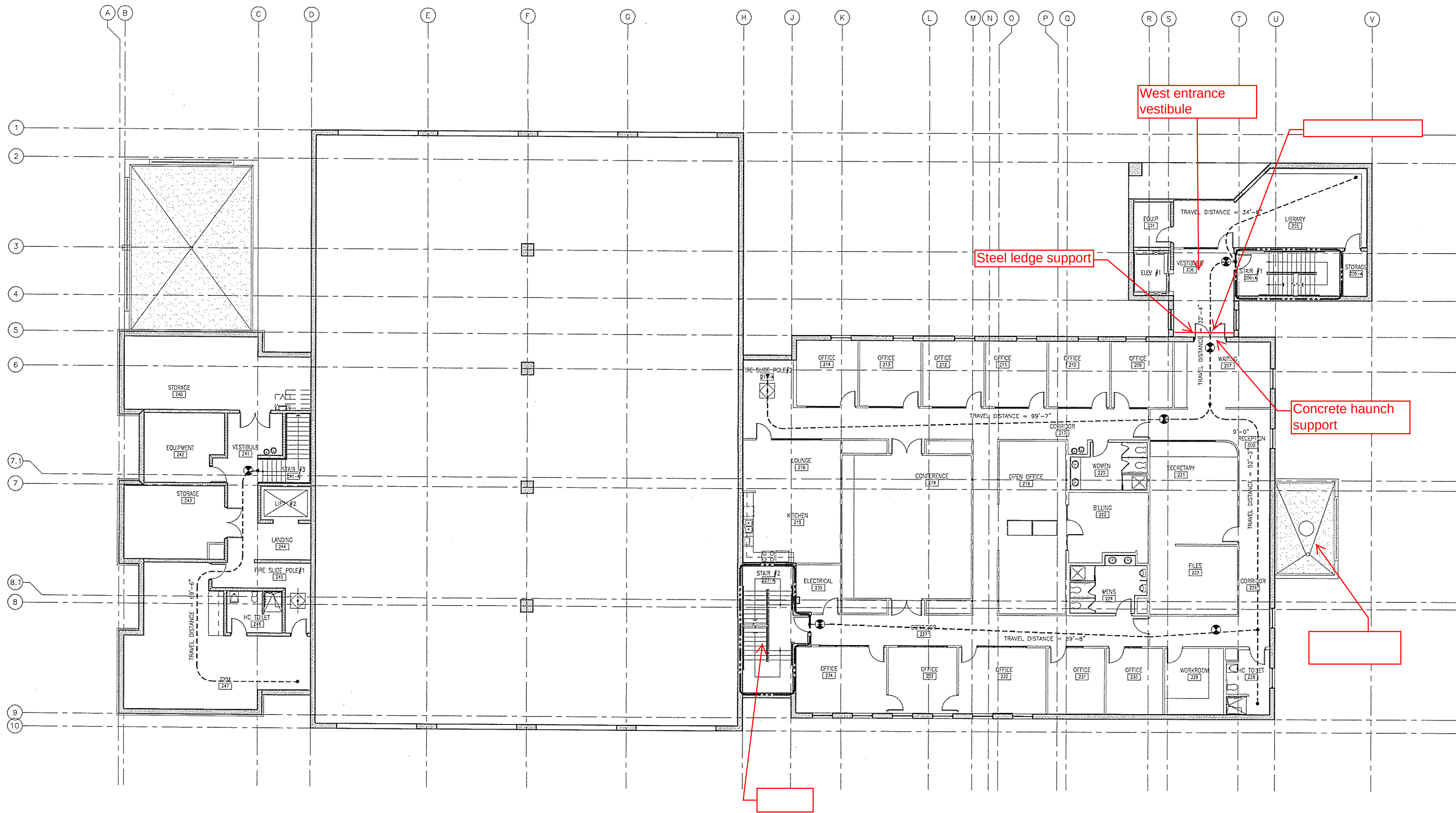
Deerfield Beach Fire Station 102
1441 FAU Research Park Boulevard, Deerfield Beach, Fla.
Building Envelope Assessment Photos



Photo 46: Low roof over entry area at north side of building has damaged stucco over top of parapet wall in roof area 2 per Advance Roofing Report. Stucco is cracked, spalled and loose.



Photo 47: Low roof over entry area at north side of building has damaged stucco over top of parapet wall in roof area 2 per Advance Roofing Report. Stucco is cracked, spalled and loose.



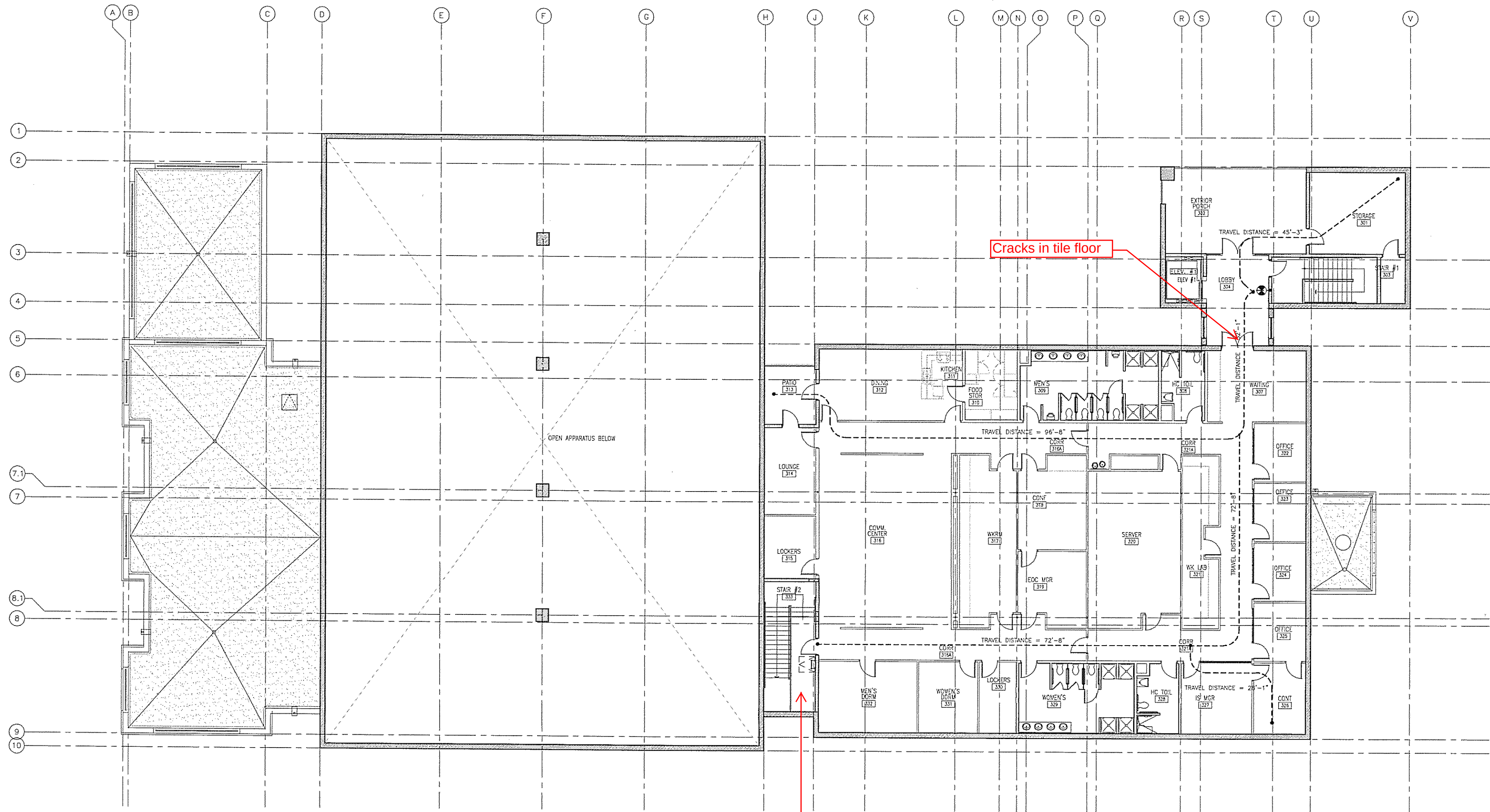
LIFE SAFETY LEGEND

	NEW LIGHTED FIRE EXIT SIGN
	TRAVEL DISTANCE
	2 HR



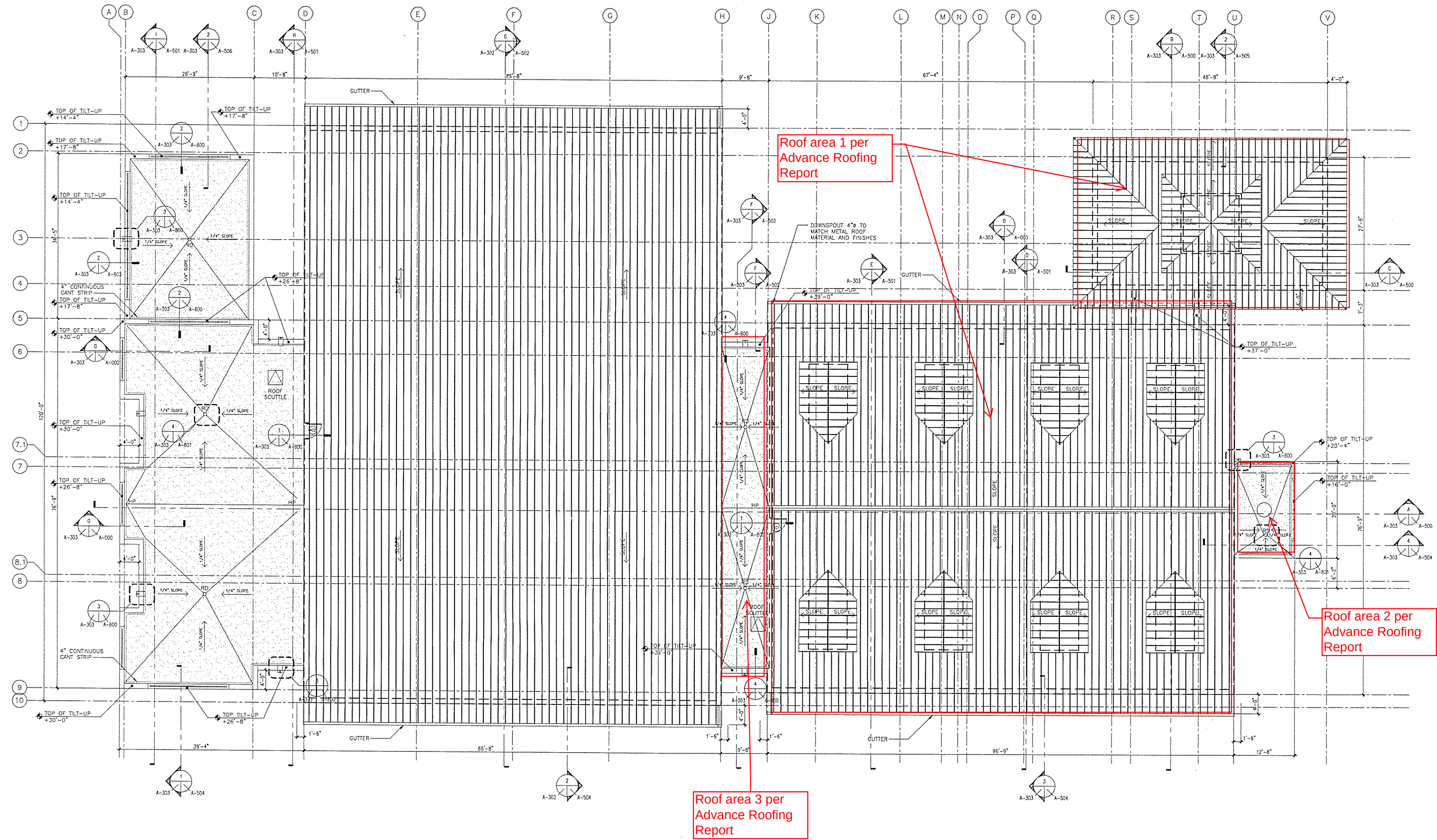
SECOND FLOOR LIFE SAFETY PLAN

SCALE: 1/8" = 1'-0"



LIFE SAFETY LEGEND

	NEW LIGHTED FIRE EXIT SIGN
	TRAVEL DISTANCE



ROOF PLAN
SCALE: 1/8" = 1'-0"

PEREZ & PEREZ
ARCHITECTS PLANNERS
2121 Douglas Road, Miami, Florida 33145 • 305.444.4545 • Fax 444.4524

CONSULTANTS

MITIGATION OPERATION CENTER
M.O.C.
STATION 102
CITY OF DEERFIELD BEACH

FLORIDA
DEERFIELD BEACH

PROJECT TITLE

REVISIONS

Date: 5-24-2005
Drawn: J.C.
Checked: D. PEREZ
Proj. No.: P&P 767-05
Cad File: A-303.DWG
P&P 2002 • PEREZ ARCHITECTS PLANNERS, INC. 2002

DRAWING DATA

SEAL

A-303

SHEET No.

Page 284 of 607



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1365

Agenda Date: 7/12/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 38 "FINANCE AND TAXATION" OF THE CITY CODE OF ORDINANCES, ARTICLE IV, "ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF CITY PROPERTY," SECTION 38-133 "FEDERAL AND STATE PROJECTS; FEDERAL GRANTS" TO INCREASE THE SUBSIDY APPROVAL THRESHOLDS FOR THE RESIDENTIAL REHABILITATION PROGRAM; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for August 2, 2022

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City administers affordable housing programs funded through federal and state grants from the U.S. Department of Housing and Urban Development ("HUD") and the State of Florida. The City's affordable housing programs include the Purchase Assistance Program and Homeowner Rehabilitation Program, which are designed to serve low- and moderate-income households. Low income describes a family at or below 80% of area median income and moderate income describes a family at or below 120% of area median income. The median income is determined annually by HUD.

Current Activity

The Homeowner Rehabilitation Program provides income-eligible households in the City with home repair and/or rehabilitation assistance to correct code violations, address health and safety issues, eliminate unsafe and substandard living conditions, and address accessibility for special needs and the elderly (the "Program"). Section 38-133 of the City Code provides for a threshold amount of \$50,000 for awards under the Program by the City. The maximum award amount for low income per the Program Plan is \$50,000 and the maximum award amount for moderate income is \$20,000.

On April 4, 2022, the City's Affordable Housing Advisory Committee recommended increasing the maximum award amounts by \$20,000. The proposed maximum award amounts to assist low- and moderate-income households are as follows: low income - \$ 70,000 and moderate income - \$40,000.

Recommendation

Staff recommends approval of the Ordinance to amend Section 38-133 to increase the threshold subsidy approval amount for the Program to \$70,000 for consistency with the Program Plan maximum award increases.

ORDINANCE NO. 2022/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 38 “FINANCE AND TAXATION” OF THE CITY CODE OF ORDINANCES, ARTICLE IV, “ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF CITY PROPERTY,” SECTION 38-133 “FEDERAL AND STATE PROJECTS; FEDERAL GRANTS” TO INCREASE THE SUBSIDY APPROVAL THRESHOLDS FOR THE RESIDENTIAL REHABILITATION PROGRAM; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City administers affordable housing programs funded through federal and state grants from the U.S. Department of Housing and Urban Development (“HUD”) and the State of Florida; and

WHEREAS, the City’s affordable housing programs include the Purchase Assistance Program and Homeowner Rehabilitation Program, which are designed to serve low- and moderate-income households; and

WHEREAS, low income describes a family at or below 80% of area median income and moderate income describes a family at or below 120% of area median income; and

WHEREAS, the median income is determined annually by HUD; and

WHEREAS, the Homeowner Rehabilitation Program provides income-eligible households in the City with home repair and/or rehabilitation assistance to correct code violations, address health and safety issues, eliminate unsafe and substandard living conditions, and address accessibility for special needs and the elderly (the “Program”); and

WHEREAS, currently, Section 38-133 of the City Code provides for a threshold amount of \$50,000 for awards under the Program by the City; and

WHEREAS, the maximum award amount for low income per the Program plan is \$50,000 and \$20,000 for moderate income; and

WHEREAS, on April 4, 2022, the City’s Affordable Housing Advisory Committee recommended increasing the maximum award amounts by \$20,000; and

WHEREAS, the proposed maximum award amounts per the Program plan to assist low- and moderate-income households are as follows: low income - \$ 70,000 and moderate income - \$40,000; and

WHEREAS, the City Commission has determined it is in the best interests of its residents to amend Section 38-133 to increase the threshold subsidy approval amount for the Program to \$70,000 for consistency with the Program Plan maximum award increases.

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 incorporated herein.

Section 2. Chapter 38 “Finance and Taxation” of the City Code, Article IV, “Acquisition of Goods and Services and Disposal of City Property,” Section 38-133 “Federal and state projects; federal grants” is hereby amended to read as follows¹:

Chapter 38 - FINANCE AND TAXATION

ARTICLE IV. ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF CITY PROPERTY

Sec. 38-133. - Federal and state projects; federal grants.

- (1) *Housing and Urban Development Act (“HUD”).* For the purposes of complying with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701(u), (hereinafter referred to as section 38-1353), the City wishes to adopt procedures to implement Section 3 in compliance with 24 CFR, Part 135. The City of Deerfield Beach has adopted a Section 3 plan (the plan is on file with the City Clerk and Director of Legislative & Community Affairs) for said implementation which shall be applicable to all HUD finance assisted projects, such as CDBG or NSP1 or such other programs where federal law requires application of Section 3. In such cases, the goals and objectives and any necessary preference or requirements determined necessary by the City to comply with Section 3 and 24 CFR, Part 135, shall be included in any bid specifications and contract awarded based on said specifications. The purpose of this provision is to authorize the undertaking of all necessary measures to assure compliance with Section 3 bidding and contracting process where Section 3 is applicable under federal law.
- (2) *Residential rehabilitation local housing assistance plan (“LHAP”) projects.* Award of each project shall be made by a consultant if the City has contracted with a consultant to administer the LHAP program or by the applicable City department or division through a competitive bidding process as follows:

- (e) Award of projects \$~~57~~0,000.00 or less shall be made to the lowest responsive and

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

responsible bidder able to meet the particular requirements of the bid specifications by the consultant or by the Purchasing Agent if the City has not contracted with a consultant to administer the LHAP program. Awards under this subsection (e) may be made by the City Manager or designee.

- (f) Award of projects over \$570,000.00 shall be made by the City Commission to the lowest responsive and responsible bidder able to meet the particular requirements of the bid specifications.

Section 3. 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 4. That 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 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED FIRST READING THIS ____ DAY OF _____, 2022.

PASSED SECOND READING THIS ____ DAY OF _____, 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. 2022-1353

Agenda Date: 7/12/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting and adopting the Comprehensive Annual Financial Report for the fiscal year ending September 30, 2021; 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

Section 218.32, Florida Statutes, requires each local governmental entity that is determined to be a reporting entity, as defined by generally accepted accounting principles ("GAAP"), to submit a copy of its annual financial report for the previous fiscal year to the Florida Department of Financial Services (the "Department") within nine months after the end of the fiscal year. The City of Deerfield Beach's deadline for submission of the financial report for FY2021 to the Department is June 30, 2022.

Current Activity

Marcum LLP, the City's independent auditors, performed the annual audit of the City's financial records for the fiscal year ending September 30, 2021 ("FY2021"). The City's Chief Financial Officer, Stephanie Tinsley, has prepared the City of Deerfield Beach, Florida's Annual Comprehensive Financial Report for FY2021, attached as Exhibit "A", (the "Annual Comprehensive Financial Report"), which includes the reports of independent certified public accountants and other reports on compliance prepared by Marcum, LLP.

Recommendation

Staff recommends adoption of the resolution.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING AND ADOPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, Section 218.32, Florida Statutes, requires each local governmental entity that is determined to be a reporting entity, as defined by generally accepted accounting principles, to submit a copy of its annual financial report for the previous fiscal year to the Florida Department of Financial Services (the “Department”) within nine months after the end of the fiscal year; and

WHEREAS, Marcum LLP (“Marcum”), the City’s independent auditors, performed the annual audit of the City’s financial records for the fiscal year ending September 30, 2021 (“FY 21”); and

WHEREAS, the City’s Chief Financial Officer has prepared the City of Deerfield Beach Comprehensive Annual Financial Report for FY 21, attached as Exhibit “A” (the “CAFR”), which includes the reports of independent certified public accountants and other reports on compliance prepared by Marcum; and

WHEREAS, the City Manager recommends acceptance and adoption of the CAFR for FY 21, attached as Exhibit “A.”

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 accepts and adopts the CAFR for FY 21, attached as Exhibit “A,” including the report of the independent certified public accountants and other compliance reports submitted by Marcum.

Section 3. The appropriate City officials are authorized to submit the CAFR to the Department and to do all things necessary to carry out the aims of this Resolution.

Section 4. 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

CITY OF

DEERFIELD BEACH

FLORIDA



ANNUAL COMPREHENSIVE **FINANCIAL REPORT**



FISCAL YEAR ENDED
SEPTEMBER 30, 2021

CITY OF DEERFIELD BEACH, FLORIDA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

CITY OF DEERFIELD BEACH, FLORIDA

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CITY OF DEERFIELD BEACH, FLORIDA

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CITY OF DEERFIELD BEACH, FLORIDA

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CITY OF DEERFIELD BEACH, FLORIDA

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INTRODUCTORY SECTION



June 24, 2022

Citizens of Deerfield Beach
Honorable Mayor and Members of the City Commission

It is our pleasure to submit to you the Annual Comprehensive Financial Report of the City of Deerfield Beach, Florida for the fiscal year ended September 30, 2021.

Local ordinances and Florida Statute require that the City issue a report on the financial position and activity within nine months of the close of each fiscal year. Additionally, the financial statements must be presented in conformity with generally accepted accounting principles (GAAP) and this report must be audited in accordance with generally accepted auditing standards and government auditing standards by an independent firm of certified public accountants.

This report consists of management's representations concerning the finances of the City. Consequently, the responsibility for the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with management. To provide a reasonable basis for making these representations, management has established a comprehensive internal control framework that is designed to safeguard City assets from loss, theft or misappropriation and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. The cost of an internal control should not exceed the benefits to be derived; therefore, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. We believe that the data as presented is accurate in all material aspects; that it fairly presents the City's financial position, the results of operations, and that all disclosures necessary to enable the reader to gain an understanding of the City's financial activities are included.

Marcum LLP, a firm of licensed certified public accountants, audited the City's financial statements. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City of Deerfield Beach for the fiscal year ended September 30, 2021, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering unmodified opinions that the City of Deerfield Beach's financial statements for the fiscal year ended September 30, 2021, are fairly presented in conformity with GAAP. The independent auditors' report is included in the financial section of this report.

In addition to meeting the requirements set forth above, the independent audit was also designed to meet the special needs of federal and state grantor agencies as provided for in the Federal Single Audit Act, Office of Management and Budget (OMB) Uniform Guidance and Florida Single Audit Act in accordance with Chapter 10.550, Rules of the Auditor General. These standards require the independent auditor to report not only on the fair presentation of the basic financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal

and state awards. These reports are available in the City of Deerfield Beach's separately issued Compliance Reports.

This letter of transmittal is designed to complement Management's Discussion & Analysis (MD&A) and should be read in conjunction with it. The City's MD&A can be found immediately following the independent auditors' report on the basic financial statements.

Profile of the City of Deerfield Beach

Incorporated in 1925, the City of Deerfield Beach operates under the commission/manager form of government. The City Commission is comprised of the Mayor, Vice-Mayor, and three Commissioners who adopt legislation and policies, approves the City's annual budget, levies taxes, and sets fees. The Commission appoints a professional City Manager who is responsible for implementing policies adopted by the City Commission and directing city operations through appointment of Department Directors. The Mayor, elected at-large to a four-year term, acts as the formal representative of the City and presides over Commission meetings. The public elects four City Commissioners who serve four-year terms. The Vice Mayor serves for a period of one year and is designated by the Commission as outlined in the City Charter.

The City of Deerfield Beach provides a broad range of municipal services. These services include:

- Public Safety (Police, Fire-Rescue, Ocean Rescue, etc.)
- Solid Waste Collection and Disposal Services
- Water Production, Distribution, Maintenance, and Construction
- Wastewater Distribution System Maintenance and Construction
- Stormwater Management
- Coastal and Environmental Protection and Management
- Road and Bridge Maintenance and Construction
- Grounds Maintenance and Beautification
- Planning, Zoning, and Building Inspection Services
- Public Land/Open Space Management
- Community and Social Services
- Recreational, Leisure, and Cultural Programs and Activities
- General Administrative Services

The City government does not provide primary or secondary education or health care, as these are the responsibility of the Broward County School District and Broward Health, respectively. Both entities are independent special districts that are not part of the City of Deerfield Beach. As such, financial data for them or for any other government has not been included in the financial statements in this report.

Blended component units, although legally separate entities are, in substance, part of the primary government's operations and are included as part of the primary government. Accordingly, the Community Redevelopment Agency (CRA) is reported as a special revenue fund of the primary government.

The annual operating budget and Five-Year Capital Improvement Plan serves as the foundation for the City's financial planning and control. All departments are required to submit requests for appropriation to the City Manager. The City Manager uses these requests as the starting point for developing a proposed budget. The City Manager then presents the proposed budget to the City Commission on or before August 15 of each year. The City Commission is required to hold public hearings on the proposed budget and to adopt a final budget by September 30 of each year. The annual operating budget is prepared and adopted in accordance with Florida Statute Chapter 166.241. The legally adopted budget is prepared by fund (i.e. General Fund), by function (i.e. Public Safety), and department (i.e. Law Enforcement), for current expenditures with separate appropriations established for the annual capital projects, debt service, interfund transfers, intergovernmental expenditures, and other various Enterprise and Special Revenue Funds. Budgetary control is internally administered at more restrictive levels, at a divisional or budget unit (i.e. Parking Authority). Budget-to-actual comparisons are provided in this report for each individual governmental fund for which an appropriated annual budget has been adopted. For the General Fund and the CRA Fund, this comparison is presented as part of the required

supplementary information. For governmental funds, other than the General and CRA funds, with appropriated annual budgets, this comparison is presented in the combining and individual fund statements and schedules.

Factors Affecting Economic Condition

Local Economy

Home to over 86,000 residents, Deerfield Beach is a medium-size coastal city located on the east coast of Florida in Broward County. The City is a diverse residential community with complimentary mix of commercial development such as shopping and retail facilities, office buildings, restaurants, tourist lodgings, distribution, warehousing, manufacturing, and light industry. The major economic influences in this area are predominantly the housing market, travel and tourism, the regional job market, the changing business environment, severe weather events, global inflation and interest rates, and economic uncertainty. Consideration of these economic indicators play an important role in directing and prioritizing the use of City resources now and into the future.

According to the Broward County Property Appraiser's Office, the final taxable value of the City for the year ended September 30, 2021 reflected an increase of 6.96% over the prior year. The City continues to see increases in property values as well as sustained success in its redevelopment efforts, indicating a substantial recovery from the previous economic downturn. Current economic forecasts indicate property values are expected to increase moderately over the next few years or remain stable. Initially, it was projected that the COVID-19 pandemic would have a negative impact on property values, particularly commercial properties. However, as the world emerges from the throws of the pandemic, the outlook appears positive, particularly in Florida where new residents and business continue to relocate.

Since the inception of the global pandemic, the City had to reassess and adapt to a new business model to effectively provide services. Social distancing, facial coverings, business closures, and stay-at-home mandates meant to curb the virus spread, caused economic activity to nearly grinded to a halt. Operations were closed or severely modified and most special events and programs were postponed or canceled due to the pandemic. Police, Fire & Rescue, and most Public Works, Utilities, and Administrative operations continued throughout the shutdown. Following CDC guidelines, safety measures were implemented to protect the employees and citizens doing business with the City. Investments were made to provide personal protective equipment (PPE), expand sanitation protocols, implement remote working, modify the work environment, and provide essential programs and services virtually, or in a non-touch, socially distant environment.

Late into the 4th quarter of FY2020, the City was notified of eligibility to submit COVID-19 related expenses of up to \$4.8 million covering the period from March 2020 through December 2020 for reimbursement through the CARES Act. The CARES Act funding was designed to reimburse for pandemic related expenses such as medical, public health, facilitate compliance expenses, economic support, payroll expenses as it relates to public safety, public health, healthcare, and human services. The City's final allocation and reimbursement was approximately \$2.8M in COVID related expenses of which \$1.3M was recognized in FY2020 and the remainder recognized in FY2021. Approximately \$1 million was provided to local businesses and residents through the CARES Act, CDBG, and other funding sources.

With the ongoing negative outcomes from the COVID Economy - high unemployment rate, lack of travel and tourism, modified shutdowns, stay at home orders, and uncertainty regarding vaccine development and distribution – priorities were re-evaluated during FY2021 budget planning process. Revenue projection was challenging to say the least and therefore the most conservative approach was taken. Cost containment measures continued by deferring capital, maintenance, repair, and replacement projects, and a hiring slowdown along with no compensation increases. In addition, to further assist residents and local businesses, water utility turn-offs remained suspended and a utility rate increase recommendation was postponed.

During the 2nd quarter of FY2021, vaccinations were introduced to the general public. As the year progressed, and vaccination rates increased, hospitalization and death rates due to COVID-19 decreased and America slowly started to reopen.

The City was awarded additional financial relief from the American Rescue Plan Act (ARPA) of approximately \$16.3 million and received its first tranche of \$8.15 million in FY2021. The City completed the planning phase, with the goal of maximizing public safety through infrastructure improvements and economic impact. The City Commission approved the City's ARPA plan in November 2021 and city staff began implementing the various projects and programs included in the plan.

Long-Term Financial Planning

The City maintained its credit rating of "AA" for its General Obligation Refunding Bonds, Series 2012B-2. The City's credit rating for its debt secured by its covenant-to-budget and appropriate non-ad valorem revenue was recently upgraded from "AA-" to "AA" by Standard & Poor's Global Ratings. The City's credit profile for its covenant-to-budget and appropriate debt from Fitch Ratings remained the same at "AA-." Maintaining a good credit rating helps keep the cost of borrowing low which can be a significant factor in the amount of debt which can be used to finance major capital projects.

The City also maintains a General Fund unassigned fund balance of \$35.0 million, which is well above the current Fund Balance Policy limits. Excess can be used to fund capital projects or other one time needs. The City also maintains an Emergency Reserve fund balance of \$3.5 million. These measures are intended to buffer unforeseen economic changes.

During FY2022 budget development, the City has taken steps to prepare estimates of its future budgetary needs. Budget revenue and expenditure allocations continue to be more in alignment with functional areas to improve transparency and to better track full costs for the various functional services the City provides. A Utility Master Plan and Rate Sufficiency Study provided the Utility Enterprise a long-range plan of major capital needs and funding strategy. Additionally, in FY2022 the City budgeted for a rate sufficiency study for the Solid Waste Fund recognizing the negative net position of the Enterprise Fund. In addition, the City's Capital Improvement Plan (CIP) document is updated and adopted on an annual basis. The CIP prioritizes major capital projects and identifies revenue sources available to finance the improvements. For fiscal years 2022 – 2026, the City Commission adopted a CIP budget of approximately \$97.2 million.

Major Initiatives

For Fiscal Year 2022, the City has been working diligently on an array of capital projects that encompass: 1) economic development, 2) infrastructure improvements/replacements, and 3) expansion of existing facilities. In addition, the focus is on several initiatives and staffing reorganizations that are in alignment with the strategic priority of providing the same or enhanced quality of services to our citizens and business owners. This included:

- American Rescue Plan programming and projects:
 - West Deerfield Beach Stormwater Improvements
 - South East 8th Avenue Stormwater Improvements
 - Park Improvements and Aquatic Center Upgrades
 - Community Grants for Non-Profits
 - Water Treatment Chemical Conversion Projects
 - Advanced Meter Reading Infrastructure Improvements
- Enterprise Resource Planning (ERP) System implementation to manage business and administrative functions and to automate many back-office functions primarily related to finance, technology, customer services, and human resources.
- Design and construction of the new Center for Active Aging and the Johnny Tigner Center.
- Development of a five-year strategic plan (2022-2027) that will establish the major objective of the city for the next five years.

- Design and permitting of a regional beach re-nourishment project.

In addition, several organizational changes have taken effect to improve oversight and take advantage of various synergies. These changes include the establishment of the Office of Public Safety, which consolidated various public safety operations that were spread among the City Manager's Office, Parks & Recreation, Planning & Development, and the Financial Services departments. In addition, the Community Services Department was established to restructure the Legislative and Community Affairs and the Senior Services Departments to increase coordination regarding community support programs and services, education outreach and advocacy, and intergovernmental relations. We will continue to evaluate and revise our policies and organization to enhance transparency and efficiency, while maintaining compliancy with all Federal, State, and Local requirements.

Awards and Acknowledgements

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Deerfield Beach for its comprehensive annual financial report for the fiscal year ending September 30, 2020. This was the 41st consecutive year that the City has received this prestigious award. In order to be awarded a Certificate of Achievement, the City published an easily readable and efficiently organized annual financial report. This report satisfied both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of only one year. We believe that our current report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for award.

Additionally, the City of Deerfield Beach also received the GFOA's Distinguished Budget Presentation Award for the FY2021 annual, the 25th consecutive year. In order to qualify for the Distinguished Budget Presentation Award, the City's budget document was judged to be proficient in several categories, including as a policy document, a financial plan, an operations guide, and a communications device.

Thank you for your continued interest and support in planning and conducting the financial operations of the City in a responsible and progressive manner. This report could not have been prepared without the dedicated service of all of the employees of the Department of Financial Services as well as the support of the other City departments. Special thanks also to the City Commission, for their continued guidance and support in our efforts towards fiscal stewardship.

Respectfully submitted,



David Santucci
City Manager



Stephanie Tinsley
Chief Financial Officer

CITY OF DEERFIELD BEACH, FLORIDA

LIST OF PRINCIPAL OFFICIALS

SEPTEMBER 30, 2021

Elected Officials

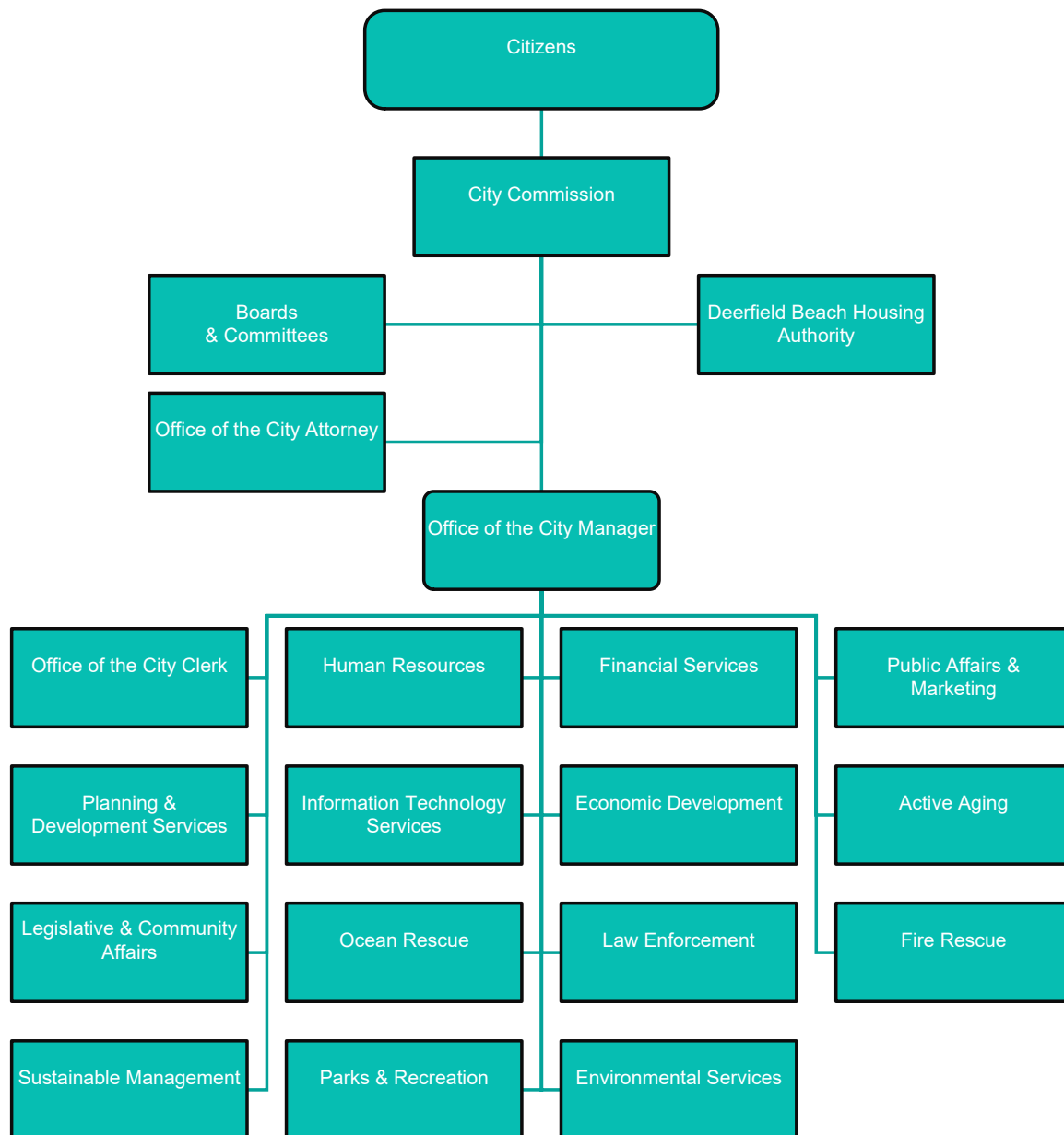
Mayor	Bill Ganz
Vice Mayor	Ben Preston
Commissioner	Todd Drosky
Commissioner	Michael Hudak
Commissioner	Bernie Parness

Appointed Officials

City Manager	David Santucci
Assistant City Manager	Tom Good
City Attorney	Weiss Serota Helfman Cole & Berman Anthony Soroka
City Clerk	Samantha Gillyard
Acting Director of Community Development	Jonathan Salas
Chief Financial Officer	Stephanie Tinsley
Chief Human Resources Officer	Amanda Robin
Chief Information Officer	Ronald McKenzie
Director of Parks & Recreation	Teresa Rynard
Director of Environmental Services	Priscilla Cygielnik
Director of Planning & Development Services	Eric Power
Director of Active Aging	Donna DeFronzo
Director of Sustainable Management	Chad Grecsek
Director of Public Affairs & Marketing	Rebecca Medina-Stewart
Director Economic Development	Kristin Mory
Fire Chief	Matthew Pellitteri
Police Chief	Rodney Brimlow
Ocean Rescue Chief	Michael Brown

City of Deerfield Beach

Organization Chart





Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Deerfield Beach
Florida**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2020

Christopher P. Morrell

Executive Director/CEO

FINANCIAL STATEMENTS

INDEPENDENT AUDITORS' REPORT

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, City Commission and City Manager
City of Deerfield Beach, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Deerfield Beach, Florida (the "City"), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Pension Trust Funds, which represents 94%, 95% and 85%, respectively, of the assets, net position/fund balance and revenues/additions of the aggregate remaining fund information. Those statements were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for the Pension Trust Funds is based solely on the reports of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's

preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City, as of September 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 14, the schedules of changes in the city's net pension liability and related ratios, the schedules of city contributions, schedule of city's proportionate share of net pension liability, schedule of changes in the city's total OPEB liability and related ratios, and budgetary comparison schedules for the general fund and major special revenue funds on pages 98 through 109 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We and the other auditors, have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our and other auditors inquiries, the basic financial statements, and other knowledge we obtained during our audit and the other auditors audit of the basic financial statements. We and the other auditors, do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund statements and schedules and the introductory and statistical sections are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual fund statements and schedules are the responsibility of management and were derived from and related directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and the other auditors. In our opinion, based on our audit, the procedures performed as described above, and the reports of other auditors, the combining and individual fund statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 24, 2022 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Marcum LLP

Fort Lauderdale, FL
June 24, 2022

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the report is intended to give readers a narrative overview to facilitate both a short and long-term analysis of the financial activities of the City for the fiscal year ended September 30, 2021. This Management's Discussion and Analysis is based on currently known facts, decisions and conditions that existed as of the date of the independent auditors' report. The information presented is in accordance with Governmental Accounting Standards Board Statement No. 34 (GASB 34) as amended. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages i - iv of this report.

FINANCIAL HIGHLIGHTS

- The total assets on the Government-wide basis of the City of Deerfield Beach at September 30, 2021 increased \$12.4 million from \$315.0 million to \$327.4 million, or 3.94% from the prior year.
- The City's total liabilities on a Government-wide basis decreased by \$1.7 million, from \$219.1 million to \$217.3 million from the prior year.
- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$107.5 million (net position). Of this amount, \$37.9 million was from governmental activities and \$69.6 million was from business-type activities.
- As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$90.3 million, an increase of \$8.3 million, in comparison with the amount reported for the prior fiscal year. Of this amount, \$2.0 million was non-spendable, \$48.5 million was restricted, and \$39.2 million was unassigned and therefore available for spending at the government's discretion.
- At the end of the fiscal year, unassigned fund balance in the General Fund was \$35 million, or 35.7% of total General Fund expenditures and transfers. The City has a reserve policy of maintaining an amount in reserves that is at least 10% and 5% of total General Fund expenditures and transfers for unassigned and assigned emergency reserves respectively.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis serve as an introduction to the City of Deerfield Beach's basic financial statements. The basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements: The government-wide financial statements are designed to provide readers with a broad overview of the City of Deerfield Beach's finances, in a manner similar to a private-sector business and include both long-term and short-term information about the City's financial status.

The statement of net position presents information on all the City of Deerfield Beach's assets and liabilities, deferred outflows and inflows of resources, with the difference between the assets (and deferred outflows of resources) and liabilities (and deferred inflows of resources) reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Deerfield Beach is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in a future fiscal period. Examples of such items include earned but uncollected grant funds and earned, but unused compensated absences.

Both of the government-wide financial statements distinguish functions of the City of Deerfield Beach that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, economic environment, public safety, human services, physical environment, transportation, and culture and recreation. The business-type activities of the City of Deerfield Beach include water and sewer, stormwater utility, and solid waste services.

The government-wide financial statements include not only the City itself (known as the primary government), but also a legally separate Community Redevelopment Agency (CRA) for which the City is financially accountable. Although legally separate, the CRA's governing body is identical to the City Commission, and because the services of the CRA are exclusively for the benefit of the City and its residents, it is included as an integral part of the primary government.

The government-wide financial statements can be found on pages 15-16 of this report.

Fund Financial Statements: A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Deerfield Beach uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. Governmental funds are used to account for activities where the emphasis is placed on available financial resources, rather than upon net income determination. Therefore, unlike the government-wide financial statements, governmental fund financial statements focus on the acquisition and use of current spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City of Deerfield Beach maintains governmental funds for various sources of revenues. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for those funds that are considered significant (major) to the City as a whole. These financial statements report four major funds: general fund, American rescue plan fund, community redevelopment agency fund, and the general construction fund. Data from the non-major governmental funds are combined into a single, aggregated presentation. Individual fund information for each of these nonmajor governmental funds is provided in the form of combining statements that are found on pages 110-119 of this report.

The City of Deerfield Beach adopts an annual appropriated budget for its General and CRA funds. A budgetary comparison statement has been provided for the General and CRA funds to demonstrate compliance with the budget.

The basic governmental fund financial statements can be found on pages 15-20 of this report.

Proprietary Funds. Proprietary funds are used to account for activities where the emphasis is placed on net income determination. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements with greater detail. The City of Deerfield Beach uses enterprise funds to account for its water and sewer, stormwater utility as well as its solid waste activities. The enterprise funds, which are considered to be major funds of the City, are reported separately as proprietary fund financial statements in the basic financial statements.

The basic proprietary fund financial statements can be found on pages 21-25 of this report.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds (Pension Trust Funds) are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City of Deerfield Beach's own programs. The City is responsible for ensuring that the assets reported in these funds are used for their intended purposes. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on pages 26-27 of this report.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 28-97 of this report and should be read in conjunction with the City's financial statements.

Other Information: In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information (RSI) concerning the City of Deerfield Beach's progress in funding its obligation to provide pension and other post-employment benefits to its employees, budgetary comparisons for the general fund and the CRA Special Revenue Fund. RSI can be found on pages 98-109 of this report.

The combining and individual fund statement and schedules referred to earlier in connection with nonmajor funds are presented immediately following the RSI. Combining and individual fund statements and schedules can be found on pages 110-119 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Deerfield Beach, assets plus deferred outflows exceeded liabilities plus deferred inflows by \$107.5 million at the close of fiscal year 2021.

The largest portion of the City of Deerfield Beach's net position of \$114.5 million, or 106.50% of total net position, reflects its investment in capital assets (e.g., land, buildings, equipment, improvements, utility plants and infrastructure), less any related debt and deferred inflows/outflows used to acquire those assets that are still outstanding. The City of Deerfield Beach uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City of Deerfield Beach's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The following analysis summarizes the net position as September 30, 2021 and 2020:

City of Deerfield Beach, Florida						
Summary of Net Position						
	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Assets						
Current and other assets	\$ 106,486,591	\$ 92,240,155	\$ 45,567,278	\$ 45,089,777	\$ 152,053,869	\$ 137,329,932
Capital assets, net	102,660,314	104,000,271	72,705,203	73,686,194	175,365,517	177,686,465
Total Assets	<u>209,146,905</u>	<u>196,240,426</u>	<u>118,272,481</u>	<u>118,775,971</u>	<u>327,419,386</u>	<u>315,016,397</u>
Deferred Outflows of Resources	<u>15,369,444</u>	<u>17,973,970</u>	<u>2,354,116</u>	<u>2,419,606</u>	<u>--</u>	<u>20,393,576</u>
Other liabilities	15,576,789	8,005,270	7,197,933	4,889,610	22,774,722	12,894,880
Noncurrent liabilities	<u>157,746,232</u>	<u>164,163,970</u>	<u>36,806,586</u>	<u>42,010,731</u>	<u>194,552,818</u>	<u>206,174,701</u>
Total Liabilities	<u>173,323,021</u>	<u>172,169,240</u>	<u>44,004,519</u>	<u>46,900,341</u>	<u>217,327,540</u>	<u>219,069,581</u>
Deferred Inflows of Resources	<u>13,255,241</u>	<u>13,700,383</u>	<u>7,065,816</u>	<u>7,414,440</u>	<u>20,321,057</u>	<u>21,114,823</u>
Net Position						
Net investment in capital assets	65,038,801	63,276,945	49,443,126	47,108,607	114,481,927	110,385,552
Restricted	22,837,174	21,768,711	1,193,510	1,178,354	24,030,684	22,947,065
Unrestricted	<u>(49,937,888)</u>	<u>(56,699,883)</u>	<u>18,919,626</u>	<u>18,593,835</u>	<u>(31,018,262)</u>	<u>(38,106,048)</u>
Total Net Position	<u>\$ 37,938,087</u>	<u>\$ 28,345,773</u>	<u>\$ 69,556,262</u>	<u>\$ 66,880,796</u>	<u>\$ 107,494,349</u>	<u>\$ 95,226,569</u>

An additional portion of the City of Deerfield Beach's net position, approximately 22.36%, represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position, a deficit of \$31.0 million, continues to be impacted by the implementation of GASB Statement No. 75 which had a significant negative impact on the City's unrestricted net position for the governmental activities but is recovering.

The net position of business-type activities increased by \$2.7 million to \$69.5 million in 2021. This increase is primarily due to a lower operating expense in all three proprietary funds and a major decrease in Solid Waste personnel and other contractual services, coming from the discontinuance of the Solid Waste Recycling Service.

The City's current and other assets increased by \$14.7 million from \$137.3 million to \$152.0 million due mainly to an increase in cash and investments. The City received its first half of funds \$8 million dollars from the American Rescue Plan which remained unspent at the end of the fiscal year. In addition to this, infusion of cash reimbursements for expenditures made on capital assets and other projects was received. Overall this contributed to a substantial increase in available cash.

Current liabilities increased from \$12.9 million to \$22.7 million. Most of this is attributable to unearned revenue of grant funds paid in advance to the City from the American Rescue Plan.

The following analysis summarizes the changes in net position for the years ended September 30, 2021 and 2020:

City of Deerfield Beach, Florida Summary of Changes in Net Position						
	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Revenues						
Program Revenues						
Charges for services	\$ 38,757,485	\$ 36,415,177	\$ 43,465,121	\$ 43,622,214	\$ 82,222,606	\$ 80,037,391
Operating grants and contributions	6,359,000	5,879,144	71,705	126,990	6,430,705	6,006,134
Capital grants and contributions	--	--	--	--	--	--
General Revenues						
Taxes	75,263,589	70,189,823	--	--	75,263,589	70,189,823
Miscellaneous revenues	492,195	2,128,836	2,325	77,650	494,520	2,206,486
Intergovernmental	2,483,335	1,715,329	--	--	2,483,335	1,715,329
Unrestricted investment earnings	165,996	1,325,584	47,444	708,660	213,440	2,034,244
Total Revenues	<u>123,521,600</u>	<u>117,653,893</u>	<u>43,586,595</u>	<u>44,535,514</u>	<u>167,108,195</u>	<u>162,189,407</u>

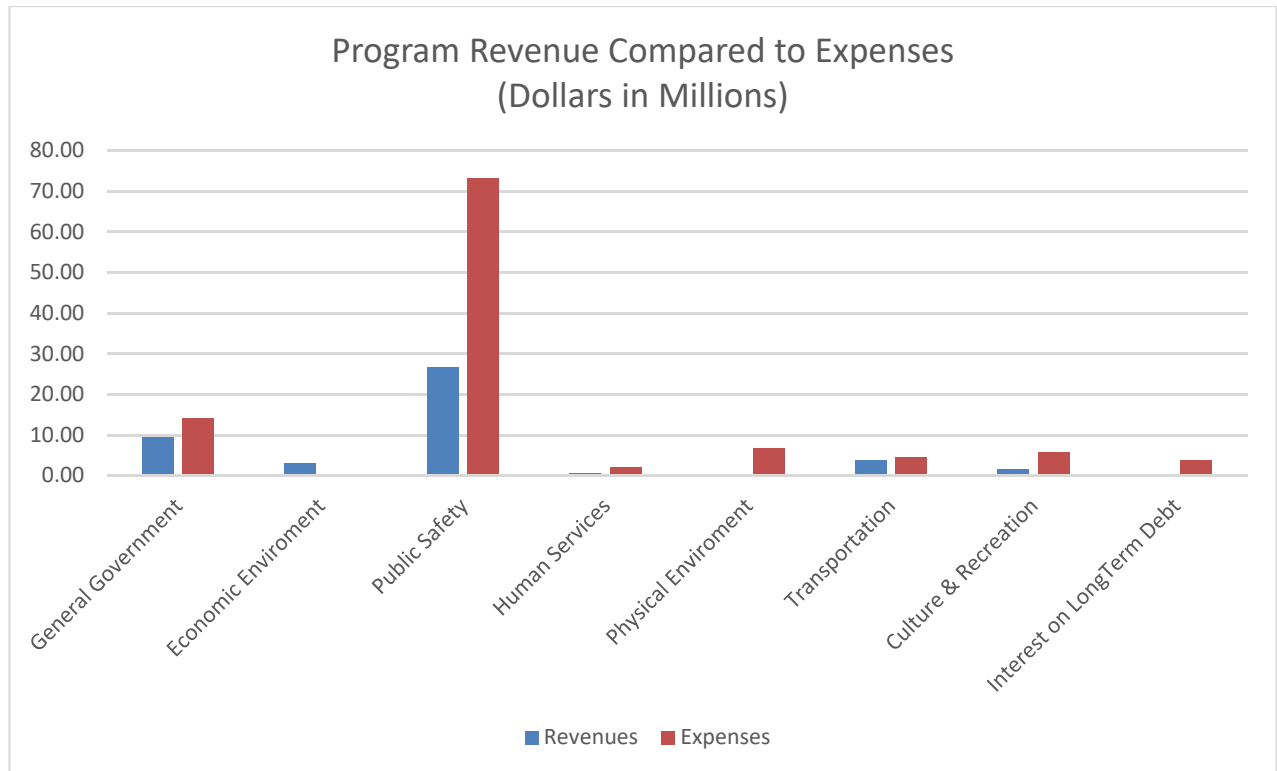
City of Deerfield Beach, Florida
Summary of Changes in Net Position

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Expenses						
General government	14,174,978	13,200,897	--	--	14,174,978	13,200,897
Economic environment	4,293,606	3,006,189	--	--	4,293,606	3,006,189
Public safety	73,254,510	75,166,877	--	--	73,254,510	75,166,877
Human services	2,026,671	2,258,427	--	--	2,026,671	2,258,427
Physical environment	6,700,678	6,966,270	--	--	6,700,678	6,966,270
Transportation	4,464,749	5,683,850	--	--	4,464,749	5,683,850
Culture and recreation	5,740,552	5,717,348	--	--	5,740,552	5,717,348
Interest on long-term debt	3,683,713	3,369,738	--	--	3,683,713	3,369,738
Water and sewer	--	--	24,516,242	24,985,191	24,516,242	24,985,191
Solid waste	--	--	14,883,574	21,697,597	14,883,574	21,697,597
Stormwater Utility	--	--	1,100,143	926,581	1,100,143	926,581
Total Expenses	<u>114,339,457</u>	<u>115,369,596</u>	<u>40,499,959</u>	<u>47,609,369</u>	<u>154,839,416</u>	<u>162,978,965</u>
Increase (Decrease) in						
Net Position Before						
Transfers	<u>9,182,143</u>	<u>2,284,297</u>	<u>3,086,636</u>	<u>(3,073,855)</u>	<u>12,268,779</u>	<u>(789,558)</u>
Transfers	<u>411,171</u>	<u>155,211</u>	<u>(411,171)</u>	<u>(155,211)</u>	<u>--</u>	<u>--</u>
Change in Net Position	<u>9,593,314</u>	<u>2,439,508</u>	<u>2,675,465</u>	<u>(3,229,066)</u>	<u>12,268,779</u>	<u>(789,558)</u>
Net Position -						
Beginning of Year	<u>28,344,773</u>	<u>25,905,265</u>	<u>66,880,797</u>	<u>70,109,862</u>	<u>95,225,570</u>	<u>96,015,127</u>
Net Position -						
Ending of Year	<u>\$ 37,938,087</u>	<u>\$ 28,344,773</u>	<u>\$ 69,556,262</u>	<u>\$ 66,880,796</u>	<u>\$ 107,494,349</u>	<u>\$ 95,225,569</u>

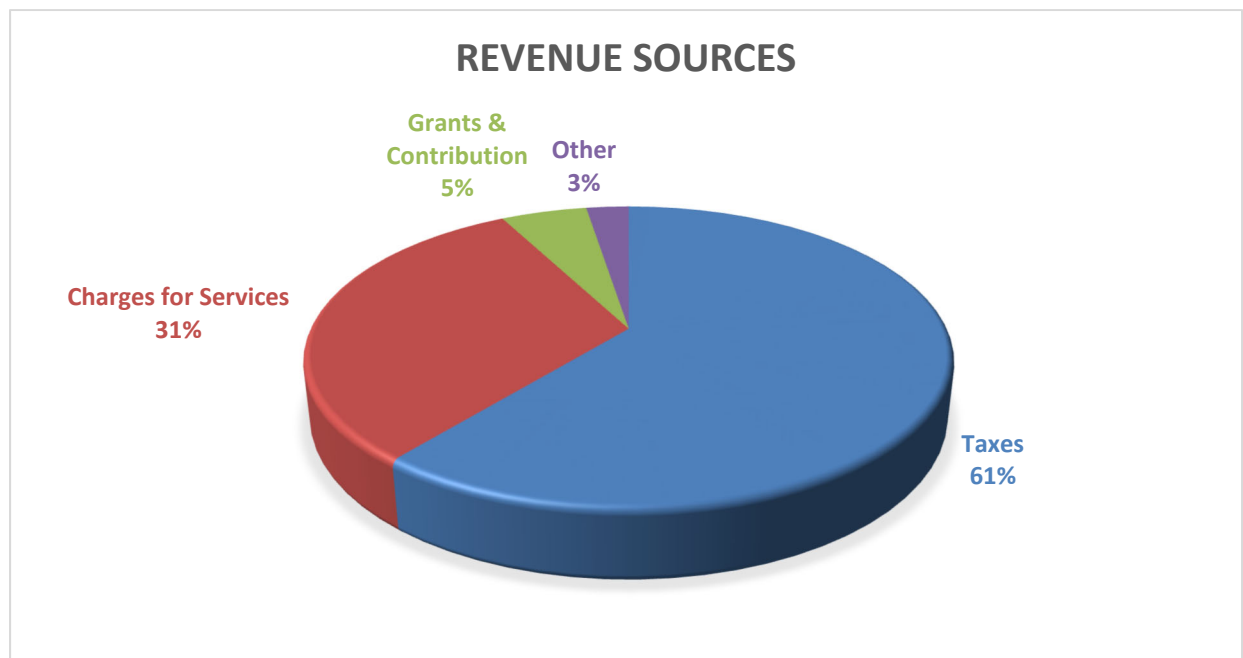
Governmental Activities: Governmental activities increased the City's net position by \$9.6 million. The City's total revenues amounted to \$123.5 million in governmental activities. Of these revenues, 60.9% is generated from taxes, 31.4% is from charges for services, operating grants/contributions comprise 5.1%, intergovernmental and miscellaneous revenues are 2.4%, and unrestricted investment earnings generates approximately 0.1%. These significant contributors to the increase revenues were from increased receipts of tax revenues of \$4.8 million due to rising property values and charges for service \$2.3 million some of which can be attributed to the hiring of an additional collection agency.

The City's expenses cover a broad range of services, with approximately 64.1% of governmental activity expenses related to public safety (fire/rescue and police protection). Public safety expenses constitute the largest component of total expenses due to the service level requirements. Public Safety consists of Broward Sheriff's Office Law Enforcement, Fire Rescue, and Emergency Services, and Ocean Rescue. When compared with the previous year, expenses decreased in both the governmental and business type fund. A significant portion of these decreases were from personnel savings from vacancies in General Government and Public safety. Transportation also saw a decrease in cost of \$1.2 million a reduced schedule due to the pandemic.

The following chart compares program revenues and expenses for the individual governmental activities for the fiscal year. As the chart reflects, all governmental activities relied on general revenues to support the function.



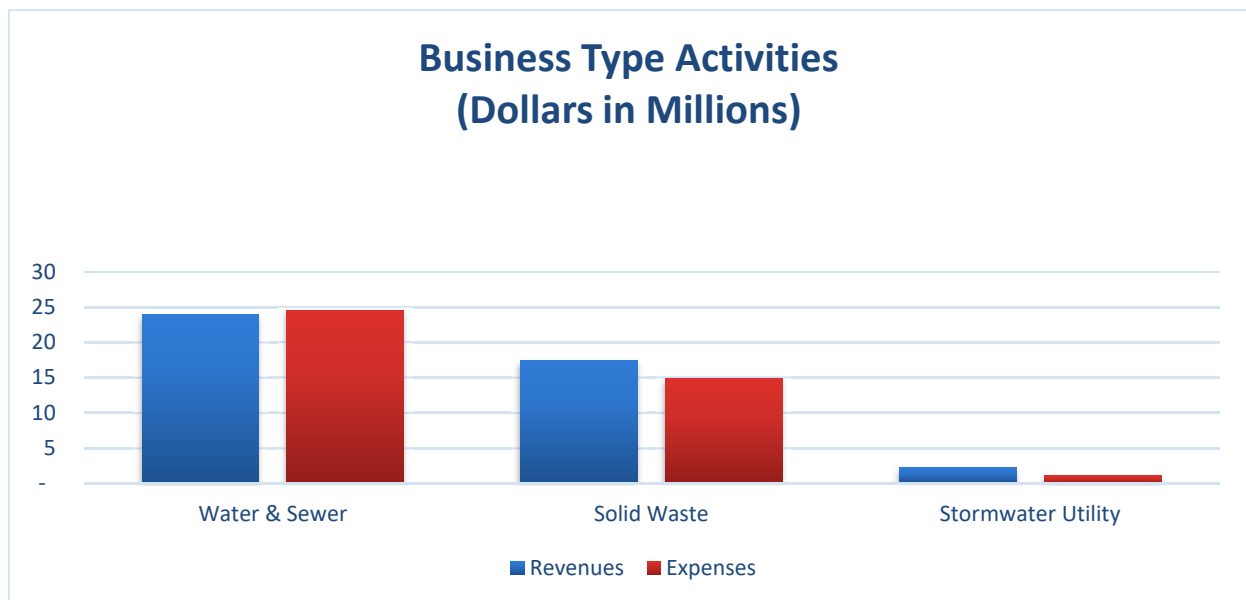
Program and General Revenues by Sources – Governmental Activities.



Business-type Activities. Business-type activities increased the City’s net position by \$2.7 million. This increase came primarily from the continued investment in the Energy Performance Siemens Industry Project slated for completion in fiscal year 2022.

The following chart compares program revenues to expenses by individual business-type activity for the current year. These business-type activities recover more costs through program revenues than governmental activities and the water and sewer fund, generating sufficient revenues to cover current expenses.

Business-type Activities- Expenses and Program Revenues



Financial Analysis of the City’s Funds

The City of Deerfield Beach uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds. The focus of the City of Deerfield Beach’s governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. Unassigned fund balance may serve as a useful measure of a government’s net resources available for spending at the end of the fiscal year.

As of the end of the fiscal year, the City of Deerfield Beach’s governmental funds reported combined ending fund balances of \$90.3 million, an increase of \$8.3 million from the prior year’s ending balances of \$81.9 million. Approximately 38.8%, \$35 million of the combined fund balances constitute *unassigned fund balance* that is available to meet the City’s current and future needs. The remainder of fund balance is *nonspendable, restricted, committed and assigned* to indicate that it is not available for new spending.

The General Fund is the chief operating fund of the City. At the end of the current fiscal year, unassigned fund balance was \$35 million, while total fund balance was \$40.1 million. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 35.7% of total general fund expenditures and transfers, while total fund balance represents approximately 40.9% of that same amount.

The total fund balance of the City of Deerfield Beach's General Fund increased by \$8.5 million during the fiscal year. Key factors in this increase were an overall increase in most revenue source for this year over fiscal 2020. The biggest increases were in Property taxes of \$2.9 million, Charges for service of \$1.2 million and Franchise Fees of \$0.9 million. There were also significant decreases in expenditures excluding debts service. Fiscal year 2021 expenditures for Economic environment decreased by \$344K and Human Services by \$585K. These decreases were enough to offset small increases in other areas such as public safety and transportation.

The Community Redevelopment Agency Fund accounts for revenues collected from and expenditures incurred within the community redevelopment area which borders Federal Highway to the west and State Road A1A to the east. At the end of the fiscal year, the restricted and total fund balance in this fund amounted to \$5.5 million.

Proprietary Funds. The City of Deerfield Beach's proprietary funds provide the same type of information found in the government-wide business-type activities financial statements, but in more detail.

Unrestricted net position of the water and sewer fund at the end of the year amounted to \$24.5 million. The Solid Waste Fund had an unrestricted net position deficit of \$7.9 million at the end of the fiscal year. Factors concerning the finances of these two funds have already been addressed in the discussion of the City of Deerfield Beach's business-type activities.

Capital Assets and Debt Administration

Capital Assets. The City of Deerfield Beach's capital assets for its governmental and business-type activities as of September 30, 2021, amounted to \$175.4 million (net of accumulated depreciation). These capital assets include land, buildings, improvements other than building (such as improvements to parks), equipment, utility plants in service and infrastructure (roads, highways, bridges, etc.). The total decrease in the City's capital assets for the current fiscal year was \$2.3 million (1.3%) for governmental activities and (1.3%) for business-type activities due to retirement and disposal of equipment in governmental activities.

The following table summarizes the City's capital assets.

City of Deerfield Beach, Florida Schedule of Capital Assets (Net of Depreciation)						
	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Land	\$ 18,028,619	\$ 17,523,810	\$ 50,531	\$ 50,531	\$ 18,079,150	\$ 17,574,341
Buildings	22,022,585	22,108,186	491,981	555,538	22,514,566	22,663,724
Improvements other than buildings	11,398,393	9,809,444	43,036,569	43,684,143	54,434,962	53,493,587
Equipment	5,386,895	5,279,715	6,514,326	6,791,762	11,901,221	12,071,477
Utility plants in service	--	--	19,406,311	20,772,084	19,406,311	20,772,084
Infrastructure	28,485,544	30,955,164	--	--	28,485,544	30,955,164
Construction in progress	17,338,278	18,323,952	3,205,485	1,832,136	20,543,763	20,156,088
Total	\$ 102,660,314	\$ 104,000,271	\$ 72,705,203	\$ 73,686,194	\$ 175,365,517	\$ 177,686,465

Highlights of capital asset activity during the year ended September 30th 2021 included the following:

- \$1.5 added investment in equipment for the Energy Performance Siemens Industry Project.
- \$1.8 million placed in service from CIP
- \$1 million in equipment disposal and retirement across government funds.

Additional information on the City of Deerfield Beach's capital assets can be found in Note III (C) on pages 60-61 of this report.

Long-term Debt. At year-end, the City of Deerfield Beach had \$11.8 million in general obligation bonds outstanding. The City also had \$47.5 million in outstanding covenant bonds (for which the City must "covenant" and appropriate funds necessary to pay the annual debt service), but which are primarily backed by sources other than ad valorem taxes. The business-type activities had \$8.7 million outstanding in revenue bonds and \$4.2 million in loans payable as well as \$9.9 million in capital leases outstanding at the end of the fiscal year.

The City's long-term debt, including capital leases reflected a net decrease of 6.8 million or 7.00% during the twelve-month period. This decrease included \$1.6 million of capital leases and \$1.09 million of general obligation debt. The Water and Sewer Authority debt also decreased by just under \$1 million.

The City maintained its credit rating of "AA" for its General Obligation Refunding Bonds, Series 2012B-2. The City's credit rating for its debt secured by its covenant-to-budget and appropriate non-ad valorem revenue was recently upgraded from "AA-" to "AA" by Standard & Poor's Global Ratings. The City's credit profile for its covenant-to-budget and appropriate debt from Fitch Ratings remained the same at "AA-."

**per
Outstanding Debt
(Bonds, Loans, and Leases Payable)**

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
General obligation bonds (backed by the City)	\$ 11,785,277	\$ 12,877,338	\$ --	\$ --	\$ 11,785,277	\$ 12,877,338
Revenue bonds	--	--	8,733,449	9,678,126	8,733,449	9,678,126
Covenant bonds	47,530,000	48,925,000	--	--	47,530,000	48,925,000
Add/(subtract) premium/ (discount)	6,132,414	6,228,304	--	--	6,132,414	6,228,304
Capital leases	2,222,334	3,458,318	9,902,313	10,309,198	12,124,647	13,767,516
Loan payable	--	--	4,165,504	5,882,575	4,165,504	5,882,575
Total	\$ 67,670,025	\$ 71,488,960	\$ 22,801,266	\$ 25,869,899	\$ 90,471,291	\$ 97,358,859

The City's general obligation debt per capita, excluding enterprise fund debt, was \$136 at the end of fiscal year 2021. The City's outstanding net general obligation debt was 0.62% of the City's assessed property value. The City's debt policy requires that its net general obligation bonded debt not exceed two (2) percent of the assessed valuation of taxable property within the City, unless otherwise directed by the city commission. Net reduction is due to the pay down of principal debt service obligations.

Additional information on the City of Deerfield Beach's long-term debt can be found in Note 3 on pages 65-69 of this report.

Economic Factors and Next Year's Budget and Rates

In FY2021, the pandemic continued to have financial impacts and hardships on Deerfield residents and businesses. Supply chain and logistic issues also impacted projects and future cost projections. As a result, the FY2022 budget was developed to align resources to services and programs that focused on reviving the local economy and the City's continued capacity to provide services and programs. The City Management in a good will gesture to residents who loss jobs caused by COVID-19 paused all disconnection of water service for non-payment during most of the twelve months of FY2021. The following are the major assumptions used in formulating the fiscal year 2022 budget.

Balanced the General Fund Budget while lowering the millage rate.

Streamline Capital Projects due to anticipated increases in cost of goods a supply.

Assist community organizations, businesses and residents in their recovery from the pandemic through enhance services and social programs

Request for Information

This financial report is designed to provide a general overview of the City of Deerfield Beach's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Chief Financial Officer, City of Deerfield Beach, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441.

BASIC FINANCIAL STATEMENTS

CITY OF DEERFIELD BEACH, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2021

	Governmental Activities	Business-type Activities	Total
Assets			
Cash and cash equivalents	\$ 12,253,318	\$ 1,353,712	\$ 13,607,030
Investments	71,127,014	34,236,681	105,363,695
Receivables, net of allowances	4,154,695	5,451,980	9,606,675
Due from other funds	2,313,675	1,813,174	4,126,849
Due from other governments	2,084,526	--	2,084,526
Inventories	137,086	181,325	318,411
Prepaid items	218,786	44,192	262,978
Restricted assets:			
Cash and cash equivalents	8,205,619	2,486,214	10,691,833
Investments	5,991,872	--	5,991,872
Capital assets:			
Non-depreciable	35,366,897	3,256,016	38,622,913
Capital assets, being depreciations	67,293,417	69,449,187	136,742,604
Total Assets	209,146,905	118,272,481	327,419,386
Deferred Outflows of Resources			
Pensions	14,258,226	1,649,909	15,908,135
OPEB	1,111,218	704,207	1,815,425
Total Deferred Outflows of Resources	15,369,444	2,354,116	17,723,560
Liabilities			
Accounts payable	4,097,033	1,834,368	5,931,401
Accrued payroll	1,099,198	476,107	1,575,305
Accrued interest payable	1,495,216	178,101	1,673,317
Due to other funds	--	4,126,849	4,126,849
Due to other governments	146,340	--	146,340
Unearned revenue	8,658,013	--	8,658,013
Customer deposits	80,989	582,508	663,497
Non-current liabilities:			
Due within one year:			
Compensated absences	1,369,134	775,983	2,145,117
Insurance claims payable	1,047,759	--	1,047,759
Bonds, loans and leases payable	3,587,194	3,336,429	6,923,623
Due in more than one year:			
Compensated absences	18,059	436,246	454,305
Insurance claims payable	8,373,561	--	8,373,561
Bonds, loans and leases payable	64,082,831	19,464,837	83,547,668
Total OPEB liability	16,539,291	10,481,344	27,020,635
Net pension liability	62,728,403	2,311,747	65,040,150
Total Liabilities	173,323,021	44,004,519	217,327,540
Deferred Inflows of Resources			
Pensions	1,800,542	--	1,800,542
OPEB	11,149,676	7,065,816	18,215,492
Deferred amount on bond resources	305,023	--	305,023
Total Deferred Inflows of Resources	13,255,241	7,065,816	20,321,057
Net Position			
Net investment in capital assets	65,038,801	49,443,126	114,481,927
Restricted net position:			
Debt service	4,117,908	1,193,510	5,311,418
Perpetual care	1,684,603	--	1,684,603
Economic environment	5,468,832	--	5,468,832
Public safety	2,419,184	--	2,419,184
Human services	2,977,633	--	2,977,633
Physical environment	1,671,919	--	1,671,919
Transportation	2,075,663	--	2,075,663
Parks and recreation	2,421,432	--	2,421,432
Unrestricted	(49,937,888)	18,919,626	(31,018,262)
Total Net Position	\$ 37,938,087	\$ 69,556,262	\$ 107,494,349

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2021

Functions/Programs	Expenses	Program Revenues			Governmental Activities	Business-type Activities	Total
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions			
Governmental Activities							
General government	\$ 14,174,978	\$ 9,476,546	\$ --	\$ --	\$ (4,698,432)	\$ --	\$ (4,698,432)
Economic environment	4,293,606	--	2,956,414	--	(1,337,192)	--	(1,337,192)
Public safety	73,254,510	25,092,920	1,520,426	--	(46,641,164)	--	(46,641,164)
Human services	2,026,671	77	557,214	--	(1,469,380)	--	(1,469,380)
Physical environment	6,700,678	172,293	--	--	(6,528,385)	--	(6,528,385)
Transportation	4,464,749	2,691,836	1,203,489	--	(569,424)	--	(569,424)
Culture and recreation	5,740,552	1,323,813	121,457	--	(4,295,282)	--	(4,295,282)
Interest on long-term debt	3,683,713	--	--	--	(3,683,713)	--	(3,683,713)
Total Governmental Activities	114,339,457	38,757,485	6,359,000	--	(69,222,972)	--	(69,222,972)
Business-type Activities							
Water and sewer	24,516,242	23,889,173	71,705	--	--	(555,364)	(555,364)
Solid waste	14,883,574	17,392,321	--	--	--	2,508,747	2,508,747
Stormwater utility	1,100,143	2,183,627	--	--	--	1,083,484	1,083,484
Total Business-type Activities	40,499,959	43,465,121	71,705	--	--	3,036,867	3,036,867
Total	\$ 154,839,416	\$ 82,222,606	\$ 6,430,705	\$ --	(69,222,972)	3,036,867	(66,186,105)
General Revenues							
General property taxes					46,864,226	--	46,864,226
Incremental property taxes					4,398,111	--	4,398,111
Utility taxes					8,694,445	--	8,694,445
Sales taxes					5,670,300	--	5,670,300
Franchise taxes					8,267,024	--	8,267,024
Motor fuel taxes					1,282,239	--	1,282,239
Alcoholic beverage/mobile home license taxes					87,244	--	87,244
Intergovernmental					2,483,335	--	2,483,335
Unrestricted investment earnings					165,996	47,444	213,440
Miscellaneous revenues					492,195	2,325	494,520
Transfers					411,171	(411,171)	--
Total General Revenues and Transfers					78,816,286	(361,402)	78,454,884
Change in Net Position					9,593,314	2,675,465	12,268,779
Net Position - Beginning					28,344,773	66,880,797	95,225,570
Net Position - Ending					\$ 37,938,087	\$ 69,556,262	\$ 107,494,349

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

BALANCE SHEET GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	General Fund	American Rescue Plan Fund	Community Redevelopment Agency	General Construction Fund	Nonmajor Governmental Funds	Total
Assets						
Cash and cash equivalents	\$ 747,939	\$ --	\$ 2,955,916	\$ --	\$ 8,549,463	\$ 12,253,318
Investments	36,181,099	--	2,614,207	32,085,700	246,008	71,127,014
Restricted cash and cash equivalents	--	8,144,179	--	--	61,440	8,205,619
Restricted investments	--	--	--	--	5,991,872	5,991,872
Receivables:						
Accounts	4,088,170	--	--	--	3,217	4,091,387
Assessments	842	--	--	--	--	842
Interest	48,439	--	4,144	298	9,585	62,466
Due from other funds	3,733,859	--	--	--	1,303,111	5,036,970
Due from other governments	1,173,543	--	--	--	910,983	2,084,526
Inventories	137,086	--	--	--	--	137,086
Prepaid items	218,786	--	--	--	--	218,786
Total Assets	\$ 46,329,763	\$ 8,144,179	\$ 5,574,267	\$ 32,085,998	\$ 17,075,679	\$ 109,209,886
Liabilities						
Accounts payable	\$ 2,942,631	\$ 4,580	\$ 93,030	\$ 27,211	\$ 1,029,581	\$ 4,097,033
Accrued payroll	1,054,901	--	14,152	--	30,145	1,099,198
Due to other funds	--	--	--	1,705,252	1,018,043	2,723,295
Unearned revenue	495,161	8,137,852	--	--	25,000	8,658,013
Due to other governments	127,055	--	--	--	19,285	146,340
Customer deposits	80,989	--	--	--	--	80,989
Total Liabilities	4,700,737	8,142,432	107,182	1,732,463	2,122,054	16,804,868
Deferred Inflows of Resources						
Unavailable revenues	1,525,293	--	--	--	602,125	2,127,418
Fund Balances						
Nonspendable	355,872	--	--	--	1,684,603	2,040,475
Restricted	--	1,747	5,467,085	25,094,637	12,706,106	43,269,575
Assigned	4,704,811	--	--	5,258,898	--	9,963,709
Unassigned	35,043,050	--	--	--	(39,209)	35,003,841
Total Fund Balances	40,103,733	1,747	5,467,085	30,353,535	14,351,500	90,277,600
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 46,329,763	\$ 8,144,179	\$ 5,574,267	\$ 32,085,998	\$ 17,075,679	\$ 109,209,886

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION

FOR THE YEAR ENDED SEPTEMBER 30, 2021

Fund Balances, Total Governmental Funds		\$ 90,277,600
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Governmental capital assets	200,023,748	
Accumulated depreciation	<u>(97,363,434)</u>	102,660,314
Long-term liabilities, including bonds and loans payable, are not due and payable in the current period and are not reported in the funds.		
Interest payable	(1,495,216)	
Bonds, loans and leases payable	(67,670,025)	
Insurance claims payable	(9,421,320)	
Compensated absences payable	(1,387,193)	
Total OPEB liabilities	(16,539,291)	
Net pension liabilities	<u>(62,728,403)</u>	(159,241,448)
Deferred outflows and inflows of resources related to pensions and OPEB are recorded in the statement of net position.		
Deferred outflows related to pensions	14,258,226	
Deferred inflows related to pensions	<u>(1,800,542)</u>	12,457,684
Deferred outflow from OPEB	1,111,218	
Deferred inflows related to OPEB	<u>(11,149,676)</u>	(10,038,458)
Revenues are unavailable in the government funds because they are not available to pay current period expenditures. They are, however, recognized in the governmental activities.		2,127,418
Bond premiums and discounts, gains, and losses related to the issuance of long-term debt are charged to "Other Financing Sources and Uses" when debt is issued in the governmental funds. These items, however, are capitalized and amortized over the life of the bonds in the government-wide financial statements.		<u>(305,023)</u>
Net Position of Governmental Activities		<u><u>\$ 37,938,087</u></u>

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS**

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	General Fund	American Rescue Plan Fund	Community Development Agency	General Construction Fund	Nonmajor Governmental Funds	Total
Revenues						
Property taxes	\$ 46,864,226	\$ --	\$ 4,398,111	\$ --	\$ --	\$ 51,262,337
Sales and use taxes	6,965,726	--	--	--	--	6,965,726
Fire assessment fees	13,534,043	--	--	--	--	13,534,043
Confiscated property	--	--	--	--	--	--
Franchise fees	8,267,025	--	--	--	--	8,267,025
Utility taxes	8,694,445	--	--	--	--	8,694,445
Local option gas tax	--	--	--	--	1,282,238	1,282,238
Alcoholic beverage/mobile home license taxes	87,244	--	--	--	--	87,244
Local business taxes/permits	289,054	--	--	--	4,715,302	5,004,356
Intergovernmental	2,877,527	--	--	708,085	2,185,391	5,771,003
Charges for services	10,081,736	--	--	--	145,735	10,227,471
Fines and forfeitures	1,153,149	--	--	--	338,656	1,491,805
Impact fees	--	--	--	--	244,801	244,801
Investment earnings	76,111	1,747	3,080	33,788	51,270	165,996
Miscellaneous:			--			
Cemetery plot sales	--	--	--	--	153,195	153,195
Donations/contributions	430,685	--	--	--	128,807	559,492
Administrative fees	7,827,662	--	--	--	430,139	8,257,801
Other	1,541,305	49,475	--	--	1,471,073	3,061,853
Total Revenues	108,689,938	51,222	4,401,191	741,873	11,146,607	125,030,831
Expenditures						
Current:						
General government	14,173,917	--	--	--	--	14,173,917
Economic environment	690,796	49,475	856,095	--	2,682,376	4,278,742
Public safety	66,663,964	--	54,874	--	4,522,177	71,241,015
Human services	1,916,399	--	--	--	31,780	1,948,179
Physical environment	5,979,430	--	--	--	4,575	5,984,005
Transportation	672,678	--	--	--	1,869,839	2,542,517
Culture and recreation	3,977,428	--	105,486	--	27,875	4,110,789
Capital outlay	2,767,421	--	730,058	1,774,266	147,225	5,418,970
Debt service:						
Principal retirement	1,235,984	--	860,000	--	1,627,061	3,723,045
Interest and fiscal charges	24,039	--	225,581	--	3,430,999	3,680,619
Total Expenditures	98,102,056	49,475	2,832,094	1,774,266	14,343,907	117,101,798
Excess (Deficiency) of Revenues Over Expenditures	10,587,882	1,747	1,569,097	(1,032,393)	(3,197,300)	7,929,033
Other Financing Sources (Uses)						
Transfers in	2,815,684	--	--	--	4,910,798	7,726,482
Transfers out	(4,910,800)	--	--	--	(2,404,511)	(7,315,311)
Total Other Financing Sources (Uses)	(2,095,116)	--	--	--	2,506,287	411,171
Net Change in Fund Balances	8,492,766	1,747	1,569,097	(1,032,393)	(691,013)	8,340,204
Fund Balances - Beginning	31,610,967	--	3,897,988	31,385,928	15,042,513	81,937,396
Fund Balances - Ending	\$ 40,103,733	\$ 1,747	\$ 5,467,085	\$ 30,353,535	\$ 14,351,500	\$ 90,277,600

The accompanying notes are an integral part of these financial statements.

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES**

FOR THE YEAR ENDED SEPTEMBER 30, 2021

Net Change in Fund Balances - Total Governmental Funds **\$ 8,340,204**

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported in depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.

Capital outlay	\$ 3,988,425	
Governmental depreciation	<u>(5,327,552)</u>	(1,339,127)

The effect of various miscellaneous transactions increased (decreased) net position:		199,170
--	--	---------

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		(1,508,401)
--	--	-------------

Some expenses reported in the statement of activities do not require the use of current financial resources, and therefore are not reported in the funds.

Insurance claims and benefits expense	(2,043,918)	
Other postemployment benefit expense	2,622,528	
Pension expense	<u>(546,847)</u>	31,763

In the statement of activities, certain operating expenses - compensated absences (sick and vacation pay) are measured by the amounts earned during the year. In the governmental funds, however, expenditures for these items are measured by the amounts actually used (paid).

Compensated absences		149,754
----------------------	--	---------

The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Long-term debt principal repayments	3,723,045	
Bond premium	<u>57,902</u>	3,780,947

Interest on long-term debt in the statement of activities differs from the amount reported in the governmental funds because interest is recognized as an expenditure in the funds when it is due, and thus, requires the use of current financial resources. In the statement of activities, however, interest expense is recognized as the interest accrues, regardless of when it is due. The interest expense reported in the statement of activities is the result of accrued interest on bonds, leases and loans payable.

(60,996)

Change in Net Position of Governmental Activities		<u>\$ 9,593,314</u>
--	--	----------------------------

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

STATEMENT OF NET POSITION PROPRIETARY FUNDS

SEPTEMBER 30, 2021

	Water and Sewer Utility	Solid Waste Fund	Stormwater Utility Fund	
Assets				
Current Assets				
Cash and cash equivalents	\$ 5,000	\$ 169,863	\$ 1,178,849	\$ 1,353,712
Investments	31,520,657	2,716,024	--	34,236,681
Restricted cash and cash equivalents:				
Customer deposits	578,153	4,998	--	583,151
Revolving loan covenant accounts	1,193,510	--	--	1,193,510
Receivables, net of allowances:				
Accounts	2,699,227	2,140,151	129,429	4,968,807
Delinquent assessments	165,759	--	--	165,759
Interest	317,414	--	--	317,414
Due from other funds	131,174	--	1,682,000	1,813,174
Inventories	181,325	--	--	181,325
Prepaid items	44,192	--	--	44,192
Total Current Assets	36,836,411	5,031,036	2,990,278	44,857,725
Noncurrent Assets				
Restricted cash and cash equivalents:				
Bond construction accounts	709,553	--	--	709,553
Capital assets:				
Land	50,531	--	--	50,531
Construction in progress	--	3,205,485	--	3,205,485
Buildings	2,265,196	--	986,030	3,251,226
Utility plants in service	46,054,250	--	--	46,054,250
Improvements other than buildings	93,790,847	113,696	--	93,904,543
Equipment	9,372,400	16,336,880	29,120	25,738,400
Less: accumulated depreciation	(87,708,535)	(11,705,508)	(85,189)	(99,499,232)
Total Noncurrent Assets	64,534,242	7,950,553	929,961	73,414,756
Total Assets	101,370,653	12,981,589	3,920,239	118,272,481
Deferred Outflows of Resources				
Pension	1,191,600	458,309	--	1,649,909
OPEB	356,775	331,046	16,386	704,207
Total Deferred Outflows of Resources	1,548,375	789,355	16,386	2,354,116

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

STATEMENT OF NET POSITION PROPRIETARY FUNDS (CONTINUED)

SEPTEMBER 30, 2021

	Water and Sewer Utility	Solid Waste Fund	Stormwater Utility Fund	Total Proprietary Funds
Liabilities				
Current Liabilities				
Accounts payable	\$ 331,032	\$ 1,470,373	\$ 32,963	\$ 1,834,368
Accrued payroll	257,971	205,457	12,679	476,107
Due to other funds	1,011,013	2,984,663	131,173	4,126,849
Customer deposits	578,153	4,355	--	582,508
Compensated absences	392,125	358,726	25,132	775,983
Accrued interest payable	158,023	20,078	--	178,101
Capital leases payable, current	288,117	305,061	--	593,178
Bonds payable, current	975,970	--	--	975,970
Loans payable, current	1,767,281	--	--	1,767,281
Total Current Liabilities	5,759,685	5,348,713	201,947	11,310,345
Noncurrent Liabilities				
Compensation absences	175,598	211,147	49,501	436,246
Total OPEB liability	5,310,203	4,927,259	243,882	10,481,344
Net pension liability	1,669,594	642,153	--	2,311,747
Capital leases payable	315,196	8,993,939	--	9,309,135
Bonds payable	7,757,478	--	--	7,757,478
Loans payable	2,398,224	--	--	2,398,224
Total Noncurrent Liabilities	17,626,293	14,774,498	293,383	32,694,174
Total Liabilities	23,385,978	20,123,211	495,330	44,004,519
Deferred Inflows of Resources				
OPEB	3,579,781	3,321,626	164,409	7,065,816
Total Deferred Inflows of Resources	3,579,781	3,321,626	164,409	7,065,816
Net Position				
Net investment in capital assets	50,242,927	(1,729,762)	929,961	49,443,126
Restricted for debt service	1,193,510	--	--	1,193,510
Unrestricted	24,516,832	(7,944,131)	2,346,925	18,919,626
Total Net Position	\$ 75,953,269	\$ (9,673,893)	\$ 3,276,886	\$ 69,556,262

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS**

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Water and Sewer Utility	Solid Waste Fund	Stormwater Utility	Total Proprietary Funds
Operating Revenues				
Charges for sales and services:				
Water sales pledged as security for revolving loans	\$ 15,058,960	\$ --	\$ --	\$ 15,058,960
Sewer charges pledged as security for revolving loans	8,063,110	--	--	8,063,110
Solid waste charges	--	17,340,553	--	17,340,553
Stormwater fees	--	--	2,183,627	2,183,627
Engineering fees	248,757	--	--	248,757
Miscellaneous	518,346	51,768	--	570,114
Total Operating Revenues	<u>23,889,173</u>	<u>17,392,321</u>	<u>2,183,627</u>	<u>43,465,121</u>
Operating Expenses				
Personal services	4,165,260	3,869,441	310,604	8,345,305
Contractual services	745,248	48,820	304,212	1,098,280
Electricity	745,670	--	--	745,670
Insurance	2,818,502	1,182,415	5,518	4,006,435
Fixed charges	47,046	18,242	26,852	92,140
County wastewater charge	4,814,052	--	--	4,814,052
County raw water charge	51,798	--	--	51,798
Disposal fees	--	4,308,708	--	4,308,708
General administrative charge	4,738,398	2,988,912	282,067	8,009,377
Commodities	1,924,623	1,567,550	108,993	3,601,166
Depreciation	4,060,296	636,073	55,551	4,751,920
Total Operating Expenses	<u>24,110,893</u>	<u>14,620,161</u>	<u>1,093,797</u>	<u>39,824,851</u>
Operating Income (Loss)	<u>(221,720)</u>	<u>2,772,160</u>	<u>1,089,830</u>	<u>3,640,270</u>
Nonoperating Revenues (Expenses)				
Investment earnings	41,349	6,095	--	47,444
Interest charges	(405,349)	(263,413)	(6,346)	(675,108)
Tap fees	71,705	--	--	71,705
Gain from sale of assets	--	2,325	--	2,325
Total Nonoperating Income (Expenses)	<u>(292,295)</u>	<u>(254,993)</u>	<u>(6,346)</u>	<u>(553,634)</u>
Income Before Contributions and Transfers	<u>(514,015)</u>	<u>2,517,167</u>	<u>1,083,484</u>	<u>3,086,636</u>
Transfers in	--	--	--	--
Transfers out	<u>(20,800)</u>	<u>(390,371)</u>	<u>--</u>	<u>(411,171)</u>
Change in Net Position	<u>(534,815)</u>	<u>2,126,796</u>	<u>1,083,484</u>	<u>2,675,465</u>
Net Position - Beginning	<u>76,488,084</u>	<u>(11,800,689)</u>	<u>2,193,402</u>	<u>66,880,797</u>
Net Position - Ending	<u>\$ 75,953,269</u>	<u>\$ (9,673,893)</u>	<u>\$ 3,276,886</u>	<u>\$ 69,556,262</u>

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

STATEMENT OF CASH FLOWS PROPRIETARY FUNDS

YEAR ENDED SEPTEMBER 30, 2021

	Water and Sewer Utility	Solid Waste Fund	Stormwater Utility Fund	Total Proprietary Funds
Cash Flows from Operating Activities				
Receipts from customers and users	\$ 24,820,271	\$ 17,450,503	\$ 2,208,153	\$ 44,478,927
Payments from (to) other funds	123,746	1,997,316	(123,747)	1,997,315
Receipts from other governments	--	140,577	--	140,577
Payments to suppliers	(16,091,406)	(11,236,743)	(717,462)	(28,045,611)
Payments to employees	(5,437,719)	(4,929,672)	(364,125)	(10,731,516)
Net Cash Provided by Operating Activities	3,414,892	3,421,981	1,002,819	7,839,692
Cash Flows from Noncapital Financing Activity				
Transfers to other funds	(20,800)	(390,371)	--	(411,171)
Tap fees	71,705	--	--	71,705
Net Cash Provided by (Used in) Noncapital Financing Activity	50,905	(390,371)	--	(339,466)
Cash Flows from Capital and Related Financing Activities				
Purchase of capital assets	(2,427,307)	(2,053,177)	--	(4,480,484)
Repayment of capital lease	(227,533)	(179,352)	--	(406,885)
Repayment on loans	(2,661,748)	--	--	(2,661,748)
Interest expense	(429,985)	(471,002)	(6,346)	(907,333)
Proceeds from retirement of assets	--	2,325	--	2,325
Net Cash Used in Capital and Related Financing Activities	(5,746,573)	(2,701,206)	(6,346)	(8,454,125)
Cash Flows from Investing Activity				
Investment income	41,349	6,095	--	47,444
Purchase of investments	(14,714)	(167,152)	--	(181,866)
Net Cash Provided by (Used In) Investing Activities	26,635	(161,057)	--	(134,422)
Net Increase (Decrease) in Cash and Cash Equivalents	(2,254,141)	169,347	996,473	(1,088,321)
Cash, Restricted Cash and Cash Equivalents - Beginning	4,030,804	5,514	182,376	4,218,694
Cash, Restricted Cash and Cash Equivalents - Ending	\$ 1,776,663	\$ 174,861	\$ 1,178,849	\$ 3,130,373

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

STATEMENT OF CASH FLOWS (CONTINUED) PROPRIETARY FUNDS

YEAR ENDED SEPTEMBER 30, 2021

	Water and Sewer Utility	Solid Waste Fund	Stormwater Utility Fund	Total Proprietary Funds
Cash and Cash Equivalents	\$ 5,000	\$ 169,863	\$ 1,178,849	\$ 1,353,712
Cash and Cash Equivalents - Restricted	1,771,663	4,998	--	1,776,661
Cash and Cash Equivalents - End of Year	<u>\$ 1,776,663</u>	<u>\$ 174,861</u>	<u>\$ 1,178,849</u>	<u>\$ 3,130,373</u>
Reconciliation Data of Changes in Net Position to Operating Activities Operating Income (Loss)	\$ (221,720)	\$ 2,772,160	\$ 1,089,830	\$ 3,640,270
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by Operating Activities				
Depreciation expense	4,060,296	636,073	55,551	4,751,920
Changes in assets, liabilities and deferred inflows/ outflows:				
(Increase) decrease in:				
Accounts receivable, net of allowance	919,870	58,825	24,526	1,003,221
Inventories	(5,026)	--	--	(5,026)
Due from other funds	123,746	694,653	--	818,399
Prepays	1	--	--	1
Due from other governments	--	140,577	--	140,577
Deferred outflows pension	(272,086)	(41,576)	23,191	(290,471)
Deferred outflows OPEB	180,342	167,337	8,282	355,961
Increase (Decrease) in:				
Accounts payable	(517,404)	(1,122,096)	10,180	(1,629,320)
Deposits payable	11,228	(643)	--	10,585
Salaries and benefits available	44,409	(14,570)	2,596	32,435
Compensated absences payable	(24,927)	(60,892)	4,387	(81,432)
Due to other funds	316,360	1,302,663	(123,747)	1,495,276
Net pension liability	(35,545)	(29,867)	(38,488)	(103,900)
Deferred inflows pension	(142,304)	(132,042)	(6,536)	(280,882)
Total OPEB liability	(988,027)	(916,776)	(45,377)	(1,950,180)
Deferred inflows OPEB	(34,321)	(31,845)	(1,576)	(67,742)
Total Adjustments	<u>3,636,612</u>	<u>649,821</u>	<u>(87,011)</u>	<u>4,199,422</u>
Net Cash Provided by Operating Activities	<u>\$ 3,414,892</u>	<u>\$ 3,421,981</u>	<u>\$ 1,002,819</u>	<u>\$ 7,839,692</u>

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

STATEMENT OF FIDUCIARY NET POSITION PENSION TRUST FUNDS

YEAR ENDED SEPTEMBER 30, 2021

	Pension Trust Funds
Assets	
Investments:	
Money market funds	\$ 6,091,146
Fixed income	31,874,111
U.S. government and agency securities	26,176,721
Equity securities	145,861,370
Corporate bonds	12,964,769
Real estate funds	33,715,542
Self directed DROP accounts	2,403,070
Hedge fund	3,886,727
Total investments	<u>262,973,456</u>
Receivables:	
Interest and dividends	216,524
Due from participants	7,552
Contributions receivable (employer)	61,331
Pending trades	<u>212,014</u>
Total receivables	<u>497,421</u>
Total Assets	<u>263,470,877</u>
Liabilities	
Accounts payable	210,366
Accounts payable - purchase of investments	<u>715,833</u>
Total Liabilities	<u>926,199</u>
Deferred Inflow	<u>50,804</u>
Net Position Restricted for Pension Benefits	
Total Net Position Restricted for Pension Benefits	<u>\$ 262,493,874</u>

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION

PENSION TRUST FUNDS

YEAR ENDED SEPTEMBER 30, 2021

	Pension Trust Funds
Additions	
Contributions:	
Employer	\$ 10,007,974
Plan members	764,950
Chapter	1,295,426
Total contributions	<u>12,068,350</u>
Investment Earnings	
Interest and dividend revenue	6,701,443
Net appreciation in the fair value of investments	<u>45,768,294</u>
Total investment earnings	52,469,737
Less: investment expense	<u>(950,225)</u>
Net investment earnings	<u>51,519,512</u>
Miscellaneous	<u>28,899</u>
Total Additions	<u>63,616,761</u>
Deductions	
Benefit payments	18,675,901
DROP distributions	3,336,186
Share account distributions	668,774
Administrative expenses	<u>384,070</u>
Total Deductions	<u>23,064,931</u>
Change in Net Position	40,551,830
Net Position Restricted for Pension Benefits -	
Beginning of Year	<u>221,942,044</u>
End of Year	<u><u>\$ 262,493,874</u></u>

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of the City of Deerfield Beach, Florida's (the "City") significant accounting policies is presented to assist the reader in interpreting the financial statements and other information in this report. The policies are considered essential and should be read in conjunction with the accompanying financial statements.

The basic financial statements include both government-wide and fund financial statements. The government-wide focus is on the sustainability of the City as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The focus of the fund financial statements is on the major individual funds of the governmental and business-type categories.

The City's fiduciary funds are presented in the basic financial statements by type (i.e., pension). Since, by definition, these assets are being held for the benefit of a third party and cannot be used to address activities or obligations of the government, these funds are not incorporated into the government-wide statements.

A. FINANCIAL REPORTING ENTITY

The City of Deerfield Beach is a political subdivision of the State of Florida, located in Broward County along the lower southeast coast of the state. Originally incorporated in June 1925, the Town of Deerfield was formed under the provisions of Chapter 10462, Special Acts of the 1925 Legislature. In June 1951, Chapter 27503, laws of the State of Florida, created a new charter abolishing the Town and changing its name to City of Deerfield Beach. Today, the City is approximately 16.3 square miles in area. In addition to the public safety, general government, recreation, and public works services provided to its 78,573 residents, the City operates water, sewer, stormwater, and solid waste enterprises. The City does not provide educational or hospital facilities. Those services are provided by the School Board of Broward County and the Broward Health North District, respectively.

The financial reporting entity covered by this report includes the City and its component unit. The reporting entity has been defined by GASB Statement No. 14 (as amended by GASB Statements No. 39, 61 and 80) as the primary government and those component units for which the primary government is financially accountable. Financial accountability exists when a primary government appoints a voting majority of an organization's governing board and may either impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or impose specific burdens on, the primary government. Blended component units, although legally separate entities, are, in substance, part of the City's operations, and so information for these entities is combined with information of the primary government.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. FINANCIAL REPORTING ENTITY (CONTINUED)

The Deerfield Beach Community Redevelopment Agency (the “CRA”), a separate legal entity, which is largely responsible for redevelopment of the area that encompasses most of the beach district and the area along Hillsboro Boulevard from Federal Highway to the intracoastal waterway, was established in November 1999. The CRA is governed by a board which is comprised of the City’s elected officials, and management of the City has operational responsibility of the CRA. The CRA is also fiscally dependent upon the City. Accordingly, the CRA is a blended component unit and is presented as a special revenue fund. The CRA has a September 30 year-end. Separate financial statements for the CRA are available.

The Deerfield Beach Housing Authority (the “Housing Authority”) is a related organization because the mayor, with the concurrence of the City Commission, has the responsibility of appointing the members of the Housing Authority Board. Its operations are conducted within City boundaries. However, it is not included as a part of the financial reporting entity because it is fiscally independent and it has no financial accountability to the City. The Housing Authority’s autonomy prohibits it from providing any financial benefit or imposing a financial burden upon the City. The Housing Authority is not exclusively for the benefit of City residents and the City Commission cannot impose its will over operations, cannot hire, reassign or dismiss management, and cannot remove Housing Authority board members without cause. The Housing Authority is responsible for ensuring that a complete and full financial accounting and an audit is made biennially by a certified public accountant.

The Northeast Focal Point Children, Alzheimer’s, Senior, Adult Services, Inc. (hereinafter referred to as “CASA”), is a nonprofit entity organized under the laws of the State of Florida in September 1986. This organization raises funds and makes yearly pledges to the City to subsidize the costs of operating the City’s children’s, Alzheimer’s, senior and adult day care facilities. GASB requires that a legally separate, tax-exempt organization should be reported as a component unit of the City, if the primary government is the sole corporate member of the nonprofit or if all of the following are met: (1) the economic resources received or held by the separate organization are entirely or almost entirely for the direct benefit of the City; (2) the City is entitled to, or has the ability to otherwise access, a majority of the economic resources received or held by the separate organization and (3) the economic resources received or held by the separate organization are significant to the City. The City believes that conditions (1) and (2) apply to CASA. However, the City does not believe that the economic resources held/received by that entity is “significant” to the City’s operations and the City is not the sole corporate member of CASA. As such, it is not included as a part of the financial reporting entity.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the City and its component unit. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operation or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met. Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available if they are collected within three months of the end of the current fiscal period, with the exception of property tax revenue, which is deferred unless taxes are received within sixty days subsequent to year-end. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, pensions, other post-employment benefits and claims and judgments, are recorded only when payment is due.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

Property taxes (when levied), franchise taxes, intergovernmental revenue (when the eligibility requirements are met), licenses, special assessments, charges for services for ambulance fees, as well as interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period, if available. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

The ***General Fund*** is the City's primary operating fund. It accounts for all financial resources of the City, except those required to be accounted for in another fund.

The ***Community Redevelopment Agency ("CRA") Fund*** accounts for the proceeds of tax increment revenues and the related expenditures for redevelopment of the area that hovers along Hillsboro Boulevard and that encompasses most of the beach district from Federal Highway to the Intracoastal Waterway. This fund has been deemed a major fund, since management believes it is particularly important to financial statement users for public interest.

The ***General Construction Fund*** accounts for all the City's capital projects.

The ***American Rescue Plan Fund*** accounts for the receipt and expenditure related to federal funding provided to assist with Covid 19/post pandemic related assets and lost revenue recovery.

The City reports the following major proprietary funds:

The ***Water and Sewer Fund*** accounts for the provision of water and sewer services to the City's residents.

The ***Storm Water Utility Fund*** accounts for the operations and maintenance of the City's stormwater system, such as storm drains, pipes, catch basins, and other stormwater-related infrastructure.

The ***Solid Waste Fund*** accounts for the provision of solid waste services to the City's residents.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

Additionally, the City's **pension trust funds**, namely, Fire, Police and Non-uniformed pension funds, account for the activities of the retirement systems for these relevant classes of employees and accumulate resources for pension benefit payments to qualified retirees.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes and other charges between the City's water and sewer function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers or applicants for goods and services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing goods and services in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Water and Sewer Fund are charges to customers for the provision of water and sewer services. This fund also recognizes as revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Further, the Solid Waste Fund recognizes as revenue charges to customers for the provision of solid waste services. Operating expenses for both enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

D. NEW ACCOUNTING PRONOUNCEMENTS ADOPTED

During fiscal year 2021, the City implemented GASB Statement No. 84, *Fiduciary Activities*, Statement No. 90, *Majority Equity Interests*, Statement No. 95 – *Postponement of the Effective Dates of Certain Authoritative Guidance* and GASB Statement No. 98, *The Annual Comprehensive Financial Report*. The implementation of these statements did not have a significant impact on the City's Annual Comprehensive Financial Report ("ACFR").

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY

1. Deposits and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short term investments with original maturities of three months or less from the date of acquisition. The City has established an investment policy in accordance with Section 218.415, Florida Statutes that allows the City to invest in relatively low-risk securities, such as the State Treasurer's Investment Pool, and U.S. Government and Agencies securities. In accordance with GASB all investments of the City have been reported at fair value except money market funds and the State Treasurer's Investment Pool which its reported value is the same as the value of the pool shares and is recorded at amortized cost. Resources of all funds, with the exception of the pension trust funds, have been combined into investment pools for the purpose of maximizing investment yields. Investment revenue is comprised of interest and dividends and realized gains and losses on investments. Net appreciation (depreciation) in the fair value of investments is comprised of unrealized gains and losses on investments. Investment earnings on pooled investments are allocated monthly based upon equity balances of the respective funds. Accrued interest on pooled investments is grouped with investments on the balance sheet at year-end. In addition, the pension trust funds are authorized to invest in corporate bonds, stocks, money market funds, mortgages and notes.

2. Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

All trade and property tax receivables are shown net of allowance for uncollectibles. Management determines the allowance for uncollectible accounts, based upon a review of the accounts and its knowledge of the debtor's ability to pay. Property taxes are levied as of October 1 on property values assessed as of January 1 of the same year. The tax levy is divided into two billings: the first billing (mailed during September) is an estimate of the current year's levy based on the prior year's taxes; the second billing (mailed on November 1) reflects adjustments to the current year's actual levy. The billings are considered past due on April 1 of the subsequent year, at which time the applicable property is subject to lien, and penalties and interest are assessed.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

2. Receivables and Payables (continued)

Amounts reflected as “due from other governments” in the government-wide and the fund financial statements represent amounts that are owed to the City by other governmental entities for services. Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the noncurrent portion of interfund loans). All other residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

All trade and property tax receivables are shown net of allowance for uncollectibles. Management determines the allowance for uncollectible accounts, based upon a review of the accounts and its knowledge of the debtor’s ability to pay. Property taxes are levied as of October 1 on property values assessed as of January 1 of the same year. The tax levy is divided into two billings: the first billing (mailed during September) is an estimate of the current year’s levy based on the prior year’s taxes; the second billing (mailed on November 1) reflects adjustments to the current year’s actual levy. The billings are considered past due on April 1 of the subsequent year, at which time the applicable property is subject to lien, and penalties and interest are assessed.

Amounts reflected as “due from other governments” in the government-wide and the fund financial statements represent amounts that are owed to the City by other governmental entities for services

3. Inventories and Prepaid Items

Inventories consisting principally of expendable items held for consumption, are stated at lower of average cost. The consumption method is used for all inventories and prepaid items, that is, items of inventory/prepays are expended when they are consumed rather than when they are purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

4. Restricted Assets

Certain resources of the City's Water and Sewer enterprise fund are classified as restricted assets on the statement of net position because they are maintained in separate accounts and their uses are limited by applicable bond covenants and loan agreements. The state revolving loan sinking fund account is used to segregate resources that are accumulated for the payment of principal and interest on the City's revolving loans with the Florida Department of Environmental Protection.

The "general obligation bond construction account" is used to report those proceeds of general obligation bonds that are restricted for use in the construction of specified projects, as outlined in the bond covenants.

5. Capital Assets

Capital assets, which include property, plant, equipment, intangibles, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide and the proprietary fund financial statements. Capital assets are defined by the City as assets with an initial individual cost of \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost, if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred, net of interest earned on related debt proceeds, during the construction phase of capital assets of business-type activities is included as part of the capitalized cost of the assets constructed. The City had no capitalized interest costs for this fiscal year.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

5. Capital Assets (continued)

The City's property, plant and equipment are depreciated using the straight line method over the following estimated useful lives:

Assets	Years
Buildings	40
Building improvements	20
Roads	40
Bridges	50
Other infrastructure	20 – 50
Equipment	5 - 10

In the governmental fund financial statements, capital assets are reported as expenditures and no depreciation expense is recorded.

6. Deferred Outflows/Inflows of Resources

The statements of net position and fund financial statements require the inclusion of a separate section for deferred outflows of resources. A deferred outflow of resources represents the usage of net position that is applicable to future periods.

The statements of net position and fund financial statements, also include a separate section for deferred inflows of resources, which represent the acquisition of net position which is applicable to future periods that will be recognized as revenue (or serve as a reduction of expenses) in a future period.

The City reports within its government-wide statement of net position as deferred outflows amounts that were related to pensions and OPEB during fiscal year 2021 into the pension plans as a result of the net pension liability and total OPEB liability associated with the plans measured as of September 30, 2020. The amounts paid during fiscal year 2021 to the plan will be reflected within the City's pension expense and related liability when the net pension liability is measured for the next fiscal year.

The City reports as deferred inflows amounts representing the net difference between expected and actual results, changes in assumptions and projected and actual earnings of its OPEB and pension plans. The amounts will be amortized over a five year closed period

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

6. Deferred Outflows/Inflows of Resources (continued)

beginning in the year in which the difference occurred or over the remaining service lives of all employees, as applicable, and deferred amount on a bond refunding which is being amortized over the remaining life of the debt.

Also, in the governmental fund financial statements the City reported deferred inflows for amounts not recorded within the period of availability.

7. Compensated Absences

It is the City's policy to permit employees to accumulate earned, unused vacation and sick pay benefits. A portion of accumulated sick pay benefits are paid upon separation based on the number of years of service. All vacation pay and applicable portions of sick pay balances are accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

8. Long-term Obligations

In the government-wide and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the government-wide and proprietary fund type statements of net position. Bonds payable are reported net of the applicable bond premium or discounts. Bond premiums and discounts are amortized over the life of the bonds using the effective interest method. Deferred amounts (the difference between the reacquisition price and the net carrying amount) on refunding are amortized over the shorter of the remaining life of the old debt or the life of the new debt using the straight line method, which does not result in a material difference from the effective interest method. Debt issuance costs, except for the portion which relates to prepaid insurance costs, are recognized as an expense in the period incurred. Prepaid insurance costs are reported as an asset and are recognized as expense on a straight line basis over the duration of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts are reported as other financing uses. Debt principal payments and issuance costs, whether or not withheld from actual debt proceeds, are reported as debt service expenditures.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

9. Fund Equity/Net Position

In accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, governmental funds report separate classifications of fund balance. The non-spendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The restricted fund balance is defined as having restrictions (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. Committed fund balance is defined as amounts that can only be used for specific purposes pursuant to constraints imposed by formal action (i.e. resolution) performed prior to year-end, of the City Commission. Assigned fund balance represents amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed.

The City, through resolution establishing its fund balance policy, has given the City Manager the authority to assign fund balance. Assignment of fund balance may be a) made for a specific purpose that is narrower than the general purposes of the fund itself; and/or b) used to reflect the appropriation of a portion of existing unassigned fund balance to eliminate a projected deficit in the subsequent year's budget in an amount no greater than the projected excess of expenditures over expected revenues. Assigned fund balance shall reflect management's intended use of resources as set forth each year by the City Manager. Assigned fund balance may or may not be appropriated for expenditure in the subsequent year depending on the timing of the project/reserve for which it was assigned. Unassigned fund balance is the residual classification for the General Fund, plus any deficits of any other governmental funds. The City government considers restricted or unrestricted amounts to have been spent when expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available. The City government considers committed, assigned, or unassigned amounts to have been spent when expenditures incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used. The City's policy is to expend resources in the following order: restricted, committed, assigned and unassigned.

It is the City's policy to obtain and maintain a minimum level of General Fund unassigned fund balance of at least 10% of General Fund operating expenditures and transfers. The disaster/emergency reserve fund balance is assigned by the City Commission as set forth in the annual budget (and any amendments thereto) to ensure the maintenance of services to the public during hurricanes and other natural disasters, as well as economic changes that might severely impact the City's ability to provide necessary public services.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

9. Fund Equity/Net Position (continued)

The government-wide and proprietary fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted.

The following table shows the City's fund balance classification for the governmental funds as of September 30, 2021.

	Governmental Funds					Total
	General	American	Community	General	Nonmajor	Total
	Fund	Rescue Plan	Redevelopment	Construction	Governmental	Governmental
	Fund	Fund	Agency	Fund	Funds	Funds
Nonspendable						
Inventory	\$ 137,086	\$ --	\$ --	\$ --	\$ --	\$ 137,086
Prepays	218,786	--	--	--	--	218,786
Perpetual care and cemetery operation	--	--	--	--	1,684,603	1,684,603
Restricted						
Community Redevelopment programs	--	--	5,467,085	--	--	5,467,085
Debt service	--	--	--	--	4,117,908	4,117,908
General construction projects	--	1,747	--	25,094,637	--	25,096,384
Road improvement projects	--	--	--	--	1,992,895	1,992,895
Grants and special programs	--	--	--	--	509,159	509,159
Beautification and landscape projects	--	--	--	--	643,201	643,201
Public safety programs	--	--	--	--	2,419,184	2,419,184
Parking improvements	--	--	--	--	82,768	82,768
Recreational programs	--	--	--	--	2,421,432	2,421,432
Restricted for building permits	--	--	--	--	519,559	519,559
Assigned to						
Assigned emergency reserve	3,474,379	--	--	--	--	3,474,379
Subsequent year's budget	897,064	--	--	5,258,898	--	6,155,962
Endowment	99,108	--	--	--	--	99,108
Tam O-Shanter project	234,260	--	--	--	--	234,260
Unassigned						
General fund operations	35,043,050	--	--	--	--	35,043,050
Miscellaneous grant and special programs	--	--	--	--	(39,209)	(39,209)
	<u>\$ 40,103,733</u>	<u>\$ 1,747</u>	<u>\$ 5,467,085</u>	<u>\$ 30,353,535</u>	<u>\$ 14,351,500</u>	<u>\$ 90,277,600</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

9. Fund Equity/Net Position (continued)

Net Investment in Capital Assets – is intended to reflect the portion of net position which is associated with capital assets (net of accumulated depreciation), less outstanding capital asset related debt, net of unspent bond proceeds and deferred inflow/outflow of resources that are attributed to the acquisition of those assets or related debt which are included in this component of net position.

Restricted Net Position – has third-party (statutory bond covenant or granting agency) limitations on their use or limitations which have been imposed through enabling legislation.

The government-wide statement of net position reports \$24,030,684 of restricted net position.

Unrestricted Net Position – has no third-party limitations as to its use, and consists of all net position that does not meet the definition of the other two components, and any net deficits that exist.

10. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, deferred outflows and inflows of resources at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from management's estimates.

11. Property Taxes

Property taxes attach as an enforceable lien on real property and are levied as of October 1st. The tax levy is divided into two billings: the first billing (mailed mid-August) is an estimate of the current year's levy based on the proposed tax rates, which serves to inform taxpayers of their proposed taxes prior to the final approval of the millage rate in September. The second billing (mailed in November) reflects the current year's actual levy. The billings are considered past due after March 31st of the following year after the respective tax billing date, at which time the applicable property is subject to lien, and penalties and interest are assessed.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 2 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

DEFICIT FUND EQUITY

At September 30, 2021, the Community Development Block Grant Fund and Capital Grants Projects Funds had deficit fund balances of \$35,733 and \$3,476 respectively. This deficit is expected to be funded by future grant reimbursements, which were not susceptible to accrual at September 30, 2021.

The Solid Waste Fund also experience a deficit in net position of \$9,673,893 as of September 30, 2021 due the Energy Performance Efficiency audit. Management has undertaken to re-assess the cost of this contract to the benefits received by multiple Funds.

NOTE 3 – DETAILED NOTES ON ALL FUNDS

DEPOSITS AND INVESTMENTS

Deposits

The City maintains a common cash and cash equivalents pool for use by all non-fiduciary funds. Deposits of the City, including time deposit accounts, demand deposit accounts and certificates of deposit, are defined as public deposits. Pursuant to the City's policies, all of the City's deposits are held in qualified public depositories pursuant to Chapter 280.03 of the Florida Statutes, "Florida Security for Public Deposits Act." Under the Act, all qualified public depositories are required to pledge eligible collateral having fair value equal to or greater than the average daily or monthly balance of all public deposits, times the depository's collateral pledging level. The pledging level may range from 50% to 125% depending upon the depository's financial condition and establishment period. All collateral must be deposited with an approved financial institution. Any losses to public depositors are covered by applicable deposit insurance, sale of securities pledged as collateral and, if necessary, assessments against other qualified public depositories of the same type as the depository in fault. When public deposits are made in accordance with Chapter 280, no public depositor shall be liable for any loss. At September 30, 2021, the carrying amount of the City's deposits totaled \$24,253,966.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments

Authorized Investments

The City's investments are categorized as investments for the City as a whole (hereinafter referred to as "general City investments") and those of its various defined benefit pension plans. The City is authorized by statute and policy to invest public funds (general City investments) in interest-bearing savings accounts, money market accounts and checking accounts, obligations of the United States government, its agencies and instrumentalities; certificates of deposit that are fully insured and collateralized; high-grade commercial paper, repurchase agreements having a defined termination date and collateralized by U.S. Treasury obligations; and Local Government Surplus Trust Funds, as administered by the Florida State Board of Administration ("SBA"). The City invested funds throughout the year in the Florida PRIME, which is not Securities and Exchange Commission ("SEC") registered, but which qualifies as a fluctuating net asset value ("NAV") pool. The City's investment in the SBA at September 30, 2021 represented less than 1% of the total investment assets of the SBA. The City of Deerfield Beach invests in the pool, the value of the City's position is the same as the value of the pool shares and is recorded at amortized cost. At September 30, 2021, the City's investment in the SBA was \$28,794,934.

In accordance with GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*, the City's investments in the Florida PRIME meets the definition of a qualifying investment pool that measures, for financial reporting purposes, all of its investments at amortized cost and should disclose the presence of any limitations or restrictions on withdrawals. As of September 30, 2021, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100 percent of their account value.

The Florida Municipal Investment Trust (as administered by the Florida League of Cities) is an authorized investment under Section 218.415(115), Florida Statutes, for units of local government in Florida. The operation and administration of the Trust is the responsibility of a Board of Trustees, who are selected from the ranks of elected officials of governmental entities participating in the Trust. The fair value of the City's position in the Trust is the same as the value of the pool share, \$4,665,916.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Authorized Investments (continued)

The overriding objectives of the City's investment policy are preservation of its principal investment, while providing for liquidity and maximization of investment income.

Each of the City's three individual pension plans is governed by a Board of Trustees, which is responsible for determining the investment policies for the respective plan, namely the City's Fire, Police Officers, and Non-uniformed retirement pension plans. The investment policies for the various plans typically are devised to earn an average rate of return over the long term that will equal or exceed the return of a target index. The trustees are authorized to invest in a wide range of instruments, including but not limited to, federally-guaranteed obligations, bonds, stocks, or other evidences of indebtedness issued or guaranteed by a corporation organized under the laws of the United States or any state or organized territory of the United States, provided that the corporation is listed on any one or more of the recognized national stock exchanges or the National Market System of the NASDAQ Stock Market.

In acquiring these investments on behalf of the various plans, the trustees are required to exercise a level of care, which persons of prudence, discretion and intelligence would exercise when acquiring these same investments for their own (personal) accounts.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Authorized Investments (continued)

As of September 30, 2021, the City and the Plans had the following investments:

	Pension Trust Funds	All Other Funds	Total
Investment in Florida PRIME	\$ --	\$ 28,794,934	\$ 28,794,934
Investment in Florida Municipal Investment Trust	--	4,665,916	4,665,916
Money market funds	6,091,146	41,757,205	47,848,351
Fixed Income Mutual funds	31,874,111	--	31,874,111
Self directed DROP accounts	2,403,070	--	2,403,070
U.S. Government and agency securities	26,176,721	36,137,512	62,314,233
Corporate bonds	12,964,769	--	12,964,769
Hedge fund	3,886,727	--	3,886,727
Real estate funds	33,715,542	--	33,715,542
Equity securities	145,861,370	--	145,861,370
Total	\$ 262,973,456	\$ 111,355,567	\$ 374,329,023

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. In accordance with the City's investment policy, the City minimizes the interest rate risk of investments in the portfolio by placing limitations on the duration of such investments. With the exception of funds reserved for capital projects, all of the City's general investments shall be limited to instruments maturing within two years of purchase. This ensures that securities mature to meet cash requirements for operations, thereby avoiding the need to sell securities in the open market prior to maturity.

The Police Officers' Retirement Plan limits its exposure to interest rate risk by varying the durations of the maturities of its investment holdings.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Interest Rate Risk (continued)

Neither the Municipal Firefighter's Pension Trust Plan nor the Non-Uniform Employees' Retirement Plan has investment policies that use limits on investment maturities as a means of managing its exposure to fair value losses arising from interest rates.

Information about the sensitivity of the fair values of the City's and the Pension Plans' investments to market interest rate fluctuations is provided by the following tables that shows the distribution of the City's and the Plans' investments by maturity:

Investment Type	Value	Maturities (in Years)	
		Less Than 1 Year	1-5 Years
City General Investments			
FL PRIME	\$ 28,794,934	\$28,794,934	\$ --
FL Municipal Investment Trust	4,665,916	--	4,665,916
Money market funds	41,757,205	41,757,205	--
U.S. Government and agency securities	<u>36,137,512</u>	<u>26,523,514</u>	<u>9,613,998</u>
Total	\$ 111,355,567	\$97,075,653	\$ 14,279,914

Investment Type	Value	Maturities (in Years)			
		Less Than 1 Year	1-5 Years	6-10 Years	More Than 10 years
Pension Trust Funds					
Bond funds	\$ 1,358,698	\$ --	\$ 349,856	\$ 660,544	\$ 348,298
Mutual funds	31,874,111	2,080,537	16,412,222	11,615,167	1,766,185
U.S. Treasuries	16,080,328	1,552,262	4,484,166	7,754,270	2,289,630
U.S. Agencies	8,737,695	10,063	355,680	688,034	7,683,918
Corporate bonds and notes	<u>12,964,769</u>	<u>1,272,118</u>	<u>3,325,768</u>	<u>6,297,373</u>	<u>2,069,510</u>
Total	\$ 71,015,601	\$ 4,914,980	\$ 24,927,692	\$27,015,388	\$14,157,541

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization (NRSRO's). State law limits investments in commercial paper and corporate bonds to the top 3 ratings issued by NRSRO's. All Treasury obligations are guaranteed by the good faith and credit of the United States and are therefore not subject to credit risk. The amounts held in the Florida Prime is rated by Standard and Poor's. The current rating is AAAm. Florida Municipal Investment Trust is not rated by any nationally recognized statistical rating agency.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Credit Risk

The following table discloses credit ratings by investment type, at September 30, 2021, as applicable:

	Quality Credit Rating Moody's	Fair Value
	Aaa	\$ 54,614,460
	Aa1	802,044
	Aa2	295,537
	As3	340,932
	A	2,106,455
	A-	921,413
	A1	1,343,670
	A2	3,526,131
	A3	1,092,093
	AA	842,375
	AA+	2,702,211
	Baa1	2,120,516
	Baa2	636,130
	Ba1	63,941
	BBB+	813,637
	BBB	3,713,018
	BB	1,685,887
	B	1,608,896
	Caa1	1,064,986
	Not rated	<u>65,939,324</u>
Total Credit Risk Securities		146,233,656
U.S. Treasuries and Agency Securities Explicitly Guaranteed		<u>36,137,512</u>
Total Fixed Income/Credit Risk Securities		<u>\$ 182,371,168</u>
Total Fixed Income/Credit Risk Securities - City		\$ 111,355,567
Total Fixed Income Securities - Pension Trust Funds		<u>71,015,601</u>
Trust		<u>\$ 182,371,168</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Concentration of Credit Risk

The City limits its investments in any one issuer to no more than 5% of total investments, except for investments issued or explicitly guaranteed by the government and investments in mutual funds, external investment pools, and other pooled investments, which are excluded from this requirement. There were no individual investments that represented 5% or more of the City's total investments at September 30, 2021. The three pension plans limit their exposure by limiting their investments in any one issuer to no more than 5% of plan net position other than those issued by the US Government or its agencies. None of the plans had holdings that exceeded the 5% limit.

Custodial Credit Risk

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. These investments are held by the various pension plans' custodial banks and are registered in the name of the pertinent pension plan. With the exception of the investments with the SBA Florida Prime, all of the City's general investments were held by the City's custodial bank and were registered in the City's name as of year-end.

Fair Value Hierarchy

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Plan categorizes its fair value measurements with the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Investments measured and reported at fair value are classified and disclosed in one of the following categories:

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Level 1 - Investments traded in an active market with available quoted prices for identical assets as of the reporting date.

Level 2 - Inputs to the valuation methodology are based upon observable inputs for the assets either directly or indirectly, other than those considered Level 1 inputs, which may include quoted prices for identical assets in markets that are not considered to be active, and quoted prices of similar assets in active or inactive markets.

Level 3 - Inputs to the valuation methodology are based upon unobservable inputs.

Fire Pension

The following is a description of the valuation methodologies used for assets measured at fair value for the plan:

Common stock: Valued at the closing price reported on the New York Stock Exchange.

Government securities: Valued using pricing models maximizing the use of observable inputs for similar securities.

Corporate bonds: Valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing the value on yields currently available on comparable securities of issuers with similar credit ratings. When quoted prices are not available for identical or similar bonds, the bond is valued under a discounted cash flows approach that maximizes observable inputs, such as current yield of similar instruments, but includes adjustments for certain risks that may not be observable, such as credit and liquidity risks or a broker quote, if available.

Hedge funds: Value based on the net asset value per share, without further adjustment. Net asset value is based upon the fair value of the underlying investments.

Real estate: Valued at the net asset value of shares held by the Plan at year end. The Plan has investments in private market real estate investments for which no liquid public market exists.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Fire Pension (continued)

	*Fair Value Measurements Using			
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investments by Fair Value Level				
Equity securities:				
Common stocks	\$ 40,823,464	\$ 40,823,464	\$ --	\$ --
Mutual funds	43,061,342	43,061,342	--	--
Total debt securities	83,884,806	83,884,806	--	--
Debt securities:				
Corporate bonds	4,111,195	--	4,111,195	--
U.S. treasury securities	9,120,169	9,120,169	--	--
U.S. agency securities	4,424,798	--	4,424,798	--
Fixed income mutual funds	26,882,077	26,882,077	--	--
Total debt securities	44,538,239	36,002,246	--	--
Self directed DROP accounts	2,403,070	--	2,403,070	--
Total Investments by Fair Value Level	<u>130,826,115</u>	<u>\$ 119,887,052</u>	<u>\$ 10,939,063</u>	<u>\$ --</u>
Investments Measured at Net Asset Value (NAV) (a)				
Real estate funds	21,712,082			
Hedge fund	879,011			
Total investments measured at NAV	22,591,093			
Money market funds (exempt)	3,095,579			
Total Investments	<u>\$ 156,512,787</u>			

* Investment type descriptions mirror audited pension plan financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Fire Pension (continued)

The following table summarizes investments for which fair value is measured using the net asset value per share practical expedient, including their related unfunded commitments and redemption restrictions:

	Fair Value	Unfunded Commitments	Redemption Frequency (if Currently Eligible)	Redemption Notice Period
Real Estate Fund ⁽¹⁾	\$ 11,885,547	\$ --	Quarterly	90 Days
Real Estate Fund ⁽²⁾	4,297,980	--	Quarterly	10 Days
Real Estate Fund ⁽³⁾	5,528,555	--	N/A	N/A
Hedge Fund ⁽⁴⁾	<u>879,011</u>	<u>--</u>	Quarterly	90 Days
Total Investments Measured at the NAV	<u>\$ 22,591,093</u>	<u>\$ --</u>		

1. Real estate fund: The fund is an open-ended real estate investment fund investing primarily in core institutional office, retail, industrial, and multi-family properties located throughout the United States. The investment is valued at NAV and its redemptions must be received by the fund 90 days prior to quarter end.
2. Real estate fund: The fund is an open-end diversified core real estate commingled fund that invests primarily in core institutional office, retail, industrial, and multi-family properties located throughout the United States. The investment is valued at NAV and its redemptions must be received by the fund 10 days prior to quarter end.
3. Real estate fund: This fund is an open-end, comingled real estate fund with a diversified portfolio of income producing properties located throughout the United States. The investment is valued at NAV and has no redemption frequency or notice period.
4. Hedge fund: The fund is a multi-strategy fund of hedge funds that aims to pursue varying strategies in order to diversify risk and reduce volatility. The fund is a diversified portfolio offering investment solutions through activist long/short equity hedge funds, event driven hedge funds and multi-strategy hedge funds. The investment is valued at NAV and holder of capital, upon at least 90 days prior written notice, may request to redeem a minimum of \$100,000 of their capital shares, as of the close of business on the last business day of each calendar year, by giving irrevocable written notice.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Police Pension

The following is a description of the valuation methodologies used for assets measured at fair value for the plan:

Debt securities: Debt securities consist primarily of negotiable obligations of the U.S. government and U.S. government-sponsored agencies, corporations, securitized offerings backed by residential and commercial mortgages, TIPS, and foreign debt securities. These securities can be typically be valued using the close or last traded price on a specific date (quoted prices in active markets). When quoted prices are not available, fair value is determined based on valuation models that use inputs that include market observable inputs. These inputs included recent trades, yields, price quotes, cash flows, maturity, credit ratings, and other assumptions based upon the specifics of the investment type.

Equity securities: These include domestic and international equities. Domestic securities traded on a national securities exchange are valued at the last reported sales price on the last business day of the fiscal year. Securities traded in the over-the-counter market and listed securities for which no sale was reported on that date are valued at the last reported bid price. International equities are valued based upon quoted foreign market prices and translated into U.S. dollars at the exchange rate in effect at year end. Securities which are not traded on a national security exchange are valued by the respective fund manager or other third parties based on yields currently available on comparable securities of issuers with similar credit ratings.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Police Pension (continued)

	*Fair Value Measurements Using			
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investments by Fair Value Level				
Equity securities:				
Equity mutual funds	\$ 29,526,391	\$ 29,526,391	\$ --	\$ --
Debt securities:				
U.S. treasury securities	2,702,211	2,340,555	361,656	--
U.S. agency securities	2,025,120	--	2,025,120	--
Fixed income mutual funds	4,992,034	4,992,034	--	--
Corporate bonds	1,735,051	--	1,735,051	--
Total debt securities	11,454,416	7,332,589	4,121,827	--
Total Investments by Fair Value Level	40,980,807	\$ 36,858,980	\$ 4,121,827	\$ --
Investments Measured at Net Asset Value (NAV) (a)				
Real estate funds	6,989,820			
Total Investments Measured at NAV	6,989,820			
Money market funds (exempt)	1,700,561			
Total Investments	\$ 49,671,188			

* Investment type descriptions mirror audited pension plan financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Police Pension (continued)

	Fair Value	Unfunded Commitments	Redemption Frequency (if Currently Eligible)	Redemption Notice Period
Real Estate Fund ⁽¹⁾	\$ 1,527,589	\$ --	Quarterly	10 Days
Real Estate Fund ⁽²⁾	<u>5,462,231</u>	<u>--</u>	Quarterly	90 Days
Total Investments Measured at the NAV	<u><u>\$ 6,989,820</u></u>	<u><u>\$ --</u></u>		

1. Real estate fund: The fund is an open-end diversified core real estate commingled fund that invests primarily in core institutional office, retail, industrial, and multi-family properties located throughout the United States. The investment is valued at NAV and its redemptions must be received by the fund 10 days prior to quarter end.
2. Real estate: This fund is an open-end comingled real estate fund that invests in a pool of real estate assets that are diversified by geography and property type, with a focus of yield-driven investments and, to a lesser extent, on value-added investments. The investment is valued at NAV and redemption requests must be received by the fund 90 days prior to quarter end.

Non-Uniformed Pension

The following is a description of the valuation methodologies used for assets measured at fair value for the plan:

Common stocks: Valued at the closing price reported on the New York Stock Exchange.

Government securities: Valued using pricing models maximizing the use of observable inputs for similar securities

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Non-Uniformed Pension (continued)

Hedge fund: Valued based on the net asset value per share, without further adjustment. Net asset value is based upon the fair value of the underlying investment.

Corporate bonds: Valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing the value on yields currently available on comparable securities of issuers with similar credit ratings. When quoted prices are not available for identical or similar bonds, the bond is valued under a discounted cash flows approach that maximizes observable inputs, such as current yield of similar instruments, but includes adjustments for certain risks that may not be observable, such as credit and liquidity risks or a broker quote, if available.

Real estate fund: Valued at the net asset value of shares held by the Plan at year end. The Plan has an investment in a private market real estate investment for which no liquid public market exists.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Non-Uniformed Pension (continued)

	*Fair Value Measurements Using			
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investments by Fair Value Level				
Equity securities:				
Common stocks	\$ 32,450,173	\$ 32,450,173	\$ --	\$ --
Debt securities:				
U.S. treasury securities	4,257,948	3,519,370	738,578	--
U.S. agency securities	2,287,777	--	2,287,777	--
Municipal bonds	1,358,698	--	1,358,698	--
Corporate bonds	7,118,523	--	7,118,523	--
Total debt securities	15,022,946	3,519,370	11,503,576	--
Total Investments by Fair Value Level	47,473,119	\$ 35,969,543	\$ 11,503,576	\$ --
Investments Measured at Net Asset Value (NAV)				
Real estate funds	5,013,640			
Hedge fund	3,007,716			
Total Investments Measured at NAV	8,021,356			
Money market funds (exempt)	1,295,006			
Total Investments	\$ 56,789,481			

* Investment type descriptions mirror audited pension plan financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Non-Uniformed Pension (continued)

	Fair Value	Unfunded Commitments	Redemption Frequency (if Currently Eligible)	Redemption Notice Period
Real Estate Fund ⁽¹⁾	\$ 5,013,640	\$ --	Quarterly	45 Days
Hedge Fund ⁽²⁾	1,495,311	--	Daily	1-2 Days
Hedge Fund ⁽³⁾	<u>1,512,405</u>	<u>--</u>	Daily	1-2 Days
Total Investments Measured at the NAV	<u><u>\$ 8,021,356</u></u>	<u><u>\$ --</u></u>		

1. Real estate fund: This fund is an open-end core real estate fund with a diversified portfolio of multifamily, office, industrial and retail properties. The fund seeks to provide for the preservation of capital, stable income and modest appreciation over the mid- to long-term. The investment is valued at NAV and redemption requests must be received by the fund 45 days prior to quarter end.
2. Hedge fund: This fund aims to pursue varying strategies in order to diversify risks and reduce volatility. The fund invests with hedge funds and other portfolio managers or otherwise utilizes the services of investment advisors or other investment managers employing a variety of trading styles or strategies, including, but not limited to, direct lending, convertible arbitrage, merger or risk arbitrage and other event-driven investing, distressed and long/short credit, long/short equity, multi-strategy and other relative value strategies. The investment is valued at NAV and redemption requests must be received by the fund 1 or 2 days prior to redemption date of June 30 or December 31.
3. Hedge fund: This hedge fund is an open-end fund incorporated in the United States/ The fund seeks capital appreciation by investing its assets among a variety of non-traditional or alternative investment strategies. The investment is valued at NAV and redemption requests may be received 1 or 2 days in advance.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

RECEIVABLES AND PAYABLES

The City reports the General, Community Redevelopment Agency (CRA), General Construction, Water & Sewer, Stormwater Utility and Solid Waste funds as major funds. Receivables at September 30, 2021 were as follows:

	General	CRA	General Construction Fund	Nonmajor Governmental Funds	Total
Receivables					
Accounts receivable	\$ 4,088,170	\$ --	\$ --	\$ 3,217	\$ 4,091,387
Assessments	842	--	--	--	842
Interest	<u>48,439</u>	<u>4,144</u>	<u>298</u>	<u>9,585</u>	<u>62,466</u>
Total Receivables	<u>\$ 4,137,451</u>	<u>\$ 4,144</u>	<u>\$ 298</u>	<u>\$ 12,802</u>	<u>\$ 4,154,695</u>

Business-type Activities	Water and Sewer	Solid Waste	Stormwater	Total
Receivables				
Accounts	\$ 3,511,869	\$ 2,326,391	\$ 129,429	\$ 5,967,689
Delinquent assessments	165,759	--	--	165,759
Interest	<u>317,414</u>	<u>--</u>	<u>--</u>	<u>317,414</u>
Gross Receivables	3,995,042	2,326,391	129,429	6,450,862
Less: allowance for uncollectibles	<u>(812,642)</u>	<u>(186,240)</u>	<u>--</u>	<u>(998,882)</u>
Total	<u>\$ 3,182,400</u>	<u>\$ 2,140,151</u>	<u>\$ 129,429</u>	<u>\$ 5,451,980</u>

Receivables of the Water and Sewer and Solid Waste Enterprise Funds are reported net of uncollectible amounts, and are as follows:

Uncollectible related to water sales	\$ 543,057
Uncollectible related to sewer charges	269,585
Uncollectible related to solid waste charges	<u>186,240</u>
Total Uncollectible for the Current Fiscal Year	<u>\$ 998,882</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

RECEIVABLES AND PAYABLES (CONTINUED)

Accounts payables at September 30, 2021 are as follows:

	Vendors	Retainage	Total Payables
Governmental Activities			
General Fund	\$ 2,942,631	\$ --	\$ 2,942,631
Community Redevelopment Agency	93,030	--	93,030
American Rescue Plan	4,580	--	4,580
General Construction Fund	27,211	--	27,211
Nonmajor Governmental Funds	<u>1,029,581</u>	<u>--</u>	<u>1,029,581</u>
Total Governmental Activities	<u><u>\$ 4,097,033</u></u>	<u><u>\$ --</u></u>	<u><u>\$ 4,097,033</u></u>
Business-type Activities			
Water and Sewer Fund	\$ 251,536	\$ 79,496	\$ 331,032
Solid Waste Fund	1,089,058	381,315	1,470,373
Stormwater Utility Fund	<u>32,963</u>	<u>--</u>	<u>32,963</u>
Total Business-type Activities	<u><u>\$ 1,373,557</u></u>	<u><u>\$ 460,811</u></u>	<u><u>\$ 1,834,368</u></u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

CAPITAL ASSETS

The following is a summary of capital asset activity for the year ended September 30, 2021:

	Beginning Balances	Increase	Decrease	Ending Balances
Governmental Activities				
Capital Assets Not Being Depreciated				
Land	\$ 17,523,810	\$ 504,809	\$ --	\$ 18,028,619
Construction in progress	18,323,952	815,263	1,800,937	17,338,278
Total Capital Assets Not Being Depreciated	<u>35,847,762</u>	<u>1,320,072</u>	<u>1,800,937</u>	<u>35,366,897</u>
Capital Assets Being Depreciated				
Buildings	39,490,294	881,019	--	40,371,313
Improvements other than buildings	13,993,379	2,233,725	--	16,227,104
Equipment	23,320,045	1,354,546	1,041,670	23,632,921
Infrastructure	84,425,513	--	--	84,425,513
Total Capital Assets Being Depreciated	<u>161,229,231</u>	<u>4,469,290</u>	<u>1,041,670</u>	<u>164,656,851</u>
Less: Accumulated Depreciation for				
Buildings	17,382,107	966,621	--	18,348,728
Improvements other than buildings	4,183,935	644,776	--	4,828,711
Equipment	18,040,331	1,246,535	1,040,840	18,246,026
Infrastructure	53,470,349	2,469,620	--	55,939,969
Total Accumulated Depreciation	<u>93,076,722</u>	<u>5,327,552</u>	<u>1,040,840</u>	<u>97,363,434</u>
Total Capital Assets Being Depreciated, Net	<u>68,152,509</u>	<u>(858,262)</u>	<u>830</u>	<u>67,293,417</u>
Governmental Activities Capital Assets, Net	<u>\$ 104,000,271</u>	<u>\$ 461,810</u>	<u>\$ 1,801,767</u>	<u>\$ 102,660,314</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

CAPITAL ASSETS (CONTINUED)

	Beginning Balances	Increase	Decrease	Ending Balances
Business-type Activities				
Capital Assets Not Being Depreciated				
Land	\$ 50,531	\$ --	\$ --	\$ 50,531
Construction in progress	1,832,136	1,373,349	--	3,205,485
Total Capital Assets Not Being Depreciated	<u>1,882,667</u>	<u>1,373,349</u>	<u>--</u>	<u>3,256,016</u>
Capital Assets Being Depreciated				
Buildings	2,254,294	10,902	--	2,265,196
Utility plants in service	46,054,250	--	--	46,054,250
Improvements other than buildings	93,314,350	1,576,223	--	94,890,573
Equipment	24,947,369	810,455	19,425	25,738,399
Total Capital Assets Being Depreciated	<u>166,570,263</u>	<u>2,397,580</u>	<u>19,425</u>	<u>168,948,418</u>
Less: Accumulated Depreciation for				
Buildings	1,698,756	74,459	--	1,773,215
Utility plants in service	25,282,167	1,365,772	--	26,647,939
Improvements other than buildings	49,630,208	2,223,796	--	51,854,004
Equipment	18,155,605	1,087,893	19,425	19,224,073
Total Accumulated Depreciation	<u>94,766,736</u>	<u>4,751,920</u>	<u>19,425</u>	<u>99,499,231</u>
Total Capital Assets Being Depreciated, Net	<u>71,803,527</u>	<u>(2,354,340)</u>	<u>--</u>	<u>69,449,187</u>
Governmental Activities Capital Assets, Net	<u>\$ 73,686,194</u>	<u>\$ (980,991)</u>	<u>\$ --</u>	<u>\$ 72,705,203</u>

Depreciation does not begin until one year after acquisition. The Utility plant in service adjustment reflects cost reimbursement.

Depreciation expense was charged to functions/programs as follows:

Governmental Activities	
General government	\$ 155,347
Public safety	810,181
Human services	78,492
Physical environment	716,673
Transportation	1,922,232
Culture and recreation	1,629,763
Economic environment	<u>14,864</u>
Total Depreciation Expense - Governmental Activities	<u>\$ 5,327,552</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

CAPITAL ASSETS (CONTINUED)

Business-type Activities

Water and sewer	\$ 4,060,296
Solid waste	636,073
Stormwater	<u>55,551</u>

Total Depreciation Expense - Business-type Activities

\$ 4,751,920

ENCUMBRANCES

Purchase orders are issued throughout the fiscal year to encumber budgets in the governmental funds. Significant encumbrances as of September 30, 2021, are as follows:

Major Funds

General Fund	\$ 736,939
General Construction Fund	<u>5,258,898</u>

Total Major Funds 5,995,837

Nonmajor Governmental Funds 1,543,349

Total Encumbrances \$ 7,539,186

CONSTRUCTION COMMITMENTS

The City has outstanding commitments for construction and acquisition of property, plant and equipment. The following is a summary of the most significant of these commitments at September 30, 2021:

<u>Project</u>	<u>Outstanding</u>
Kirk Cottrell Pavilion	\$ 653,832
Energy Performance Contracting Services	540,726
Citywide Street Resurfacing	10,737,103
Other Projects	<u>534,611</u>
Total Commitments	<u><u>\$ 12,466,272</u></u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

UNEARNED/UNAVAILABLE REVENUE

Unearned revenue in the General Fund includes \$495,161 for local business taxes (formerly referred to as occupational licenses) relating to fiscal year 2021.

The American Rescue Plan Fund had unearned revenue of \$8,137,852 related to the fund received that had not been spent for their specified purpose.

The Miscellaneous Grants nonmajor special revenue fund had unavailable revenue of \$25,000.

INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

The interfund balances below represent short-term loans to cover temporary negative balances in each fund's equity in pooled cash at year-end. The composition of interfund balances at September 30, 2021 is as follows:

Due To/Due From

	Due to						
	General Fund	General Construction Fund	Nonmajor Governmental Funds	Water/Sewer Fund	Solid Waste Fund	Stormwater Utility Fund	Total
Due From							
General Fund	\$ --	\$ 402,140	\$ 1,018,043	\$ 1,011,013	\$ 1,302,663	\$ --	\$ 3,733,859
Nonmajor Government Funds	--	1,303,111	--	--	--	--	1,303,111
Stormwater Utility Fund	--	--	--	--	1,682,000	--	1,682,000
Water and Sewer Fund	--	--	--	--	--	131,173	131,173
Total	<u>\$ --</u>	<u>\$ 1,705,251</u>	<u>\$ 1,018,043</u>	<u>\$ 1,011,013</u>	<u>\$ 2,984,663</u>	<u>\$ 131,173</u>	<u>\$ 6,850,143</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS (CONTINUED)

Interfund Transfers

	Transfers Out				
	General Fund	Nonmajor Governmental	Water & Sewer Fund	Solid Waste Fund	Total
Transfers In					
General Fund	\$ --	\$ 2,404,513	\$ 20,800	\$ 390,371	\$ 2,815,684
Community Redevelopment Agency	--	--	--	--	--
Nonmajor Governmental Funds	4,910,800	--	--	--	4,910,800
Total	<u>\$ 4,910,800</u>	<u>\$ 2,404,513</u>	<u>\$ 20,800</u>	<u>\$ 390,371</u>	<u>\$ 7,726,484</u>

Transfers to the General Fund by the nonmajor governmental funds represent amounts paid by the nonmajor governmental funds for matching grant requirements for expenditures which were accounted for in the General Fund. Transfers to nonmajor governmental funds represent payments for the City's match in connection with grants that the City participates in cost sharing for the funded project. Transfers to the General Fund by enterprise funds represents amounts paid by the general fund on behalf of enterprise funds.

CAPITAL LEASES

The City has entered into master lease purchase agreements and other lease arrangements as lessee for financing the acquisition of equipment for public safety, public works and for parks and recreational facilities.

The City has also financed the acquisition of sanitation vehicles in its Solid Waste enterprise fund. These lease agreements qualify as capital leases for accounting purposes and, therefore, have been recorded at the present value of their future minimum lease payments as of the date of inception.

The City has entered into a lease purchase agreement as lessee for the acquisition and finance of its Energy Performance Projects. This lease agreement qualifies as capital leases for accounting purposes and, therefore, have been recorded at the present value of their future minimum lease payments as of the date of inception.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

CAPITAL LEASES (CONTINUED)

The future minimum lease obligations and the net present value of the minimum lease payments as of September 30, 2021, were as follows:

Fiscal Year Ending September 30	Governmental Activities	Business- type Activities	Total
2022	\$ 1,077,618	\$ 835,513	\$ 1,913,131
2023	1,077,618	893,969	1,971,587
2024	89,801	684,480	774,281
2025	--	722,956	722,956
2026	--	788,809	788,809
2027-2031	--	4,500,225	4,500,225
2032-2035	--	3,419,304	3,419,304
Total minimum lease payments	2,245,037	11,845,256	14,090,293
Less: amount representing interest	(22,703)	(1,942,943)	(1,965,646)
Present Value of Future Minimum Lease Payments	<u><u>\$ 2,222,334</u></u>	<u><u>\$ 9,902,313</u></u>	<u><u>\$ 12,124,647</u></u>

As of September 30, 2021, the equipment held under capital leases for governmental activities and business-type activities were \$3,188,960 and \$865,730, respectively. Accumulated depreciation for equipment held under capital leases was \$502,381 and \$280,799 for governmental and business type activities, respectively, as of September 30, 2021.

LONG-TERM DEBT

Governmental Activities Debt

General Obligation Bonds, Series 2000 – The original amount of this issue was divided into two series: Series “A,” for which \$9,978,847 in bonds were issued, and Series “B,” for which \$2,820,183 in bonds were issued. The proceeds of these bonds were used to finance the construction of a public safety complex, a public works facility, parks improvements, right-of-way improvements and expansion of the senior services facilities. The combined outstanding bonds of the issue, \$2,607,339, have interest rates that range from 4.25% to 6.08%. For Series A, principal is due annually on April 1st and interest is payable semi-annually on April 1st and October 1st with the final maturity date being October 1, 2024.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

LONG-TERM DEBT (CONTINUED)

Governmental Activities Debt (continued)

General Obligation Bonds, Series 2012B-2 – The original amount of this issue was \$14,770,000. The proceeds of these bonds were used to refund previously issued debt, namely Florida Municipal Loan Council Revenue Bonds, Series 2000B; Series 2003A and Series 2003B. The interest rates on these bonds range from 2% to 5%. The principal is due annually on April 1st and interest is payable semi-annually on April 1st and October 1st with the final maturity date being October 1, 2028. The principal and interest of this issue will be payable from and secured by the City's ad valorem taxes. For the current year, principal and interest of \$973,150 was paid. Ad valorem taxes amounted to \$44,281,635. The outstanding balance for this issue at year end amounted to \$9,615,000.

The General Obligation Bonds are limited liabilities of the City, payable from ad-valorem taxes, secured by the full faith and credit of the city. In the event of default, bondholders may sue to enforce their rights.

Covenant Bonds, Series 2012B-1 – The original amount of this issue was \$20,090,000. The proceeds of this bond issue were to repay previously issued debt as well as to finance the construction of parks and right of way improvements, in addition to citywide street improvements. The interest rates on these bonds range from 2.00% to 4.00%. Principal is due annually on October 1st and interest is payable semi-annually on April 1st and October 1st, with the final maturity date being October 1, 2032. The remaining outstanding bonds of this issue total \$11,680,000 with total interest payable of \$1,759,492 over the remainder of the term of the bonds. For the current year, principal and interest of \$1,558,919 was paid.

Covenant Bonds, Series 2018 – The original amount of this issue was \$36,155,000. The proceeds of this bond issue were to repay previously issued debt, Series 2006 Covenant Bonds, as well as to finance the renovation and construction of City facilities, parks and citywide street improvements. The interest rates on these bonds range from 2.44% to 5.25%. Principal is due annually on December 1st and interest is payable semi-annually on June 1st and December 1st, with the final maturity date being December 1, 2042. The remaining outstanding bonds of this issue total \$35,850,000 with total interest payable of \$26,564,837 over the remainder of the term of the bonds. For the current year, principal and interest of \$2,043,075 was paid.

Covenant bonds are limited obligations of the City, payable solely from non-ad valorem revenues, set aside by the City in its annual budget. In the event of default, the payment of principal or interest, owners of the bonds shall have remedies as specified by the federal bankruptcy code, the bond indenture of and any bond policy insurance.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

LONG-TERM DEBT (CONTINUED)

Business-type Activities Debt

Loans Payable – The City has entered into two loan agreements with the State of Florida Department of Environmental Protection. The primary purpose of these loans is to construct water and wastewater facilities. As of September 30, 2009, the City borrowed \$8,662,208, with interest rates ranging from 2.27% to 3.57%. As of September 30, 2021, the outstanding principal amount of these loans totaled \$2,865,506. Principal and interest payments on the two Florida Water Pollution Control Construction loans are due on April 15 and October 15 of each year. At September 30, 2021, the unpaid principal balances of Water Pollution Control Loan No. WW69302L and Loan No. WW693030 were \$465,121, and \$2,400,385, respectively. Revenues of the Water and Sewer System have been pledged as security for repayment of these loans. Total principal and interest paid during the current year totaled \$528,306.

These loans are payable from Gross Revenues derived yearly from the operation of the Water and Sewer Systems after operation and maintenance expense. Upon any event of default the lender may take action by mandamus or other proceeding at law to enforce the rights of the lender.

Wells Fargo Loan - On April 9, 2015, the City issued Wells Fargo Revenue Loan in the amount of \$8,580,000. The loan matures on November 15, 2021. The loan bears interest on the outstanding principal balance at 1.63%. Payments are due annually starting November 15, 2015. The proceeds of this loan were used to refund State Revenue Loan No. DW060610, which was paid in full, and the liability for this loan was removed from the Business-type activities column in the statement of net position. As of September 30, 2021, the principal balance outstanding was \$1,300,000. The principal and interest paid during the current year totaled \$1,291,459.

Bank of America Revenue and Refunding Note, Series 2018 – On June 13, 2018, the City entered into a loan agreement with Bank of America in the amount of \$11,397,243. The proceeds of this bond issue were used to refund the Florida Municipal Loan Council Revenue Bonds, Series 2008A. The reacquisition price exceeded the net carrying amount of the old debt by \$85,603. This amount is being netted against the new debt and amortized over the remaining life of the refunded debt, which is shorter than the life of the new debt issued. This refunding was undertaken to reduce the total debt service payments over the next 10 years by \$1,068,336 and resulted in an economic gain of \$914,540. The interest rate on the new debt is 3.07%. Principal is due annually on October 1st and interest is payable

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

LONG-TERM DEBT (CONTINUED)

Business-type Activities Debt (continued)

semiannually on April 1st and October 1st, with the final maturity date being October 1, 2028. As of September 30, 2021, the principal balance outstanding was \$8,733,448. The principal and interest paid during the current year totaled \$1,227,296.

Remedies on Default allows the lenders of these loans to take whatever action at law or in equity which may appear necessary or desirable to collect amounts then due and thereafter to become due.

Changes in Long-Term Debt

The following is a summary of changes in long-term liabilities for the year ended September 30, 2021:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities					
Bonds payable:					
General obligation bonds	\$ 12,877,338	\$ --	\$ 1,092,061	\$ 11,785,277	\$ 1,085,902
Covenant bonds	48,925,000	--	1,395,000	47,530,000	1,440,000
Plus: Deferred amounts for premiums/discounts	6,228,304	--	95,890	6,132,414	--
Total bonds payable	68,030,642	--	2,582,951	65,447,691	2,525,902
Capital leases	3,458,318	--	1,235,984	2,222,334	1,061,292
Compensated absences	1,536,947	189,054	338,808	1,387,193	1,369,134
Claims and judgments	7,377,402	6,216,397	4,172,479	9,421,320	1,047,759
Total Governmental Activities					
Long-Term Liability	<u>\$ 80,403,309</u>	<u>\$ 6,405,451</u>	<u>\$ 8,330,222</u>	<u>\$ 78,478,538</u>	<u>\$ 6,004,087</u>
Business-type Activities					
Bonds payable	\$ 9,678,126	\$ --	\$ 944,677	8,733,449	975,970
Loans payable	5,882,575	--	1,717,071	4,165,504	1,767,281
Capital leases	10,309,198	--	406,885	9,902,313	593,178
Compensated absences	1,293,661	654,653	736,084	1,212,230	775,983
Total Governmental Activities	<u>\$ 27,163,560</u>	<u>\$ 654,653</u>	<u>\$ 3,804,717</u>	<u>\$ 24,013,496</u>	<u>\$ 4,112,412</u>

The governmental activities claims and judgments as well as compensated absences are generally liquidated by the General Fund. The General Fund has been the governmental fund typically used to liquidate the net pension liabilities and total OPEB liabilities.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

LONG-TERM DEBT (CONTINUED)

Summary of Annual Debt Service Requirements

The annual debt service requirements to maturity for debt outstanding as of September 30, 2021 are as follows:

Fiscal Year Ending September 30,	Governmental Activities Debt					
	General Obligation Bonds			Covenant Bonds		
	Principal	Interest	Total	Principal	Interest	Total
2022	\$ 1,085,902	\$ 1,407,398	\$ 2,493,300	\$ 1,440,000	\$ 2,160,756	\$ 3,600,756
2023	1,076,232	1,417,556	2,493,788	1,500,000	2,103,769	3,603,769
2024	1,067,961	1,424,252	2,492,213	1,560,000	2,051,394	3,611,394
2025	935,182	1,034,518	1,969,700	1,615,000	2,000,044	3,615,044
2026	1,616,717	1,432,784	3,049,501	1,670,000	1,945,169	3,615,169
2027-2031	6,003,283	1,536,584	7,539,867	9,345,000	8,720,013	18,065,013
2032-2036	--	--	--	11,770,000	6,295,972	18,065,972
2037-2041	--	--	--	15,110,000	2,954,812	18,064,812
2042	--	--	--	3,520,000	92,400	3,612,400
Total	\$ 11,785,277	\$ 8,253,091	\$ 20,038,368	\$ 47,530,000	\$ 28,324,329	\$ 75,854,329

Fiscal Year Ending September 30,	Business-Type Activities Debt					
	Revolving Loans			Revenue Bonds		
	Principal	Interest	Total	Principal	Interest	Total
2022	\$ 1,767,281	\$ 71,620	\$ 1,838,901	\$ 975,970	\$ 253,135	\$ 1,229,105
2023	477,718	50,588	528,306	1,006,976	222,697	1,229,673
2024	488,390	39,916	528,306	1,038,985	191,292	1,230,277
2025	499,298	29,008	528,306	1,071,243	158,900	1,230,143
2026	510,455	17,851	528,306	1,106,124	125,477	1,231,601
2027-2030	422,362	7,012	429,374	3,534,151	165,011	3,699,162
Total	\$ 4,165,504	\$ 215,995	\$ 4,381,499	\$ 8,733,449	\$ 1,116,512	\$ 9,849,961

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

LONG-TERM DEBT (CONTINUED)

Pollution Remediation

The City accepted approximately 44.65 acres of donated land in October 2011 from a private donor. The City plans to redevelop the land (Tam O'Shanter project) and eventually use it for community facilities and recreation, as well as open space. The land has been found to contain contamination from toxic substances. According to studies conducted to determine the extent of the pollution and the expected costs of remediation can range between \$150,000 and \$4,000,000 depending on the prospective use of the land. The donor has contributed \$250,000 towards the future costs of clean-up. No remediation efforts had begun as of September 30, 2021. The remediation outlays are considered necessary to prepare the asset for its intended use, and will be capitalized as part of the newly developed asset as expenditures are incurred, and therefore no expenditure and liability have been accrued at this time.

NOTE 4 – OTHER INFORMATION

RESTRICTED ASSETS

The amounts shown below are those assets restricted by sources external to the City. Ordinances and bond covenants pertaining to long-term debt and other agreements require segregation and restriction of certain assets represented by the following amounts as of September 30, 2021:

Governmental Activities

American Rescue Plan proceeds	\$ 8,144,179
Cemetery Trust Fund	1,236,100
Forfeiture	61,440
General Obligation Debt Service	<u>4,755,772</u>
Total Governmental Activities Restricted Assets	<u>\$ 14,197,491</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 4 – OTHER INFORMATION (CONTINUED)

RESTRICTED ASSETS (continued)

	Water and Sewer Fund	Solid Waste Fund	Total
Business-type Activities			
Customer deposits	\$ 578,153	\$ 4,998	\$ 583,151
Bond construction accounts	709,553	--	709,553
Revolving loan covenant accounts	<u>1,193,510</u>	<u>--</u>	<u>1,193,510</u>
Total Business-type Activities			
Restricted Assets	<u>\$ 2,481,216</u>	<u>\$ 4,998</u>	<u>\$ 2,486,214</u>

RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; employee health; and natural disasters. Liability claims in the State of Florida are limited to some extent by Chapter 768.28 of the Florida Statutes, under the Doctrine of Sovereign Immunity. The General Fund provides coverage of up to \$175,000 per participant for employee health claims. The General Fund also provides coverage for workers compensation claims. The City retains the risk of loss up to \$200,000 for general liability claims. For property damage, the City has a deductible of \$500,000 for flood damage and \$5,000 for all other perils. For all other risks of loss, the City has purchased an excess coverage insurance policy covering individual claims in excess of these specified amounts. Settled claims did not exceed the commercial coverage in any of the past three fiscal years.

Various funds of the City participate in the risk management program and make payments to the General Fund based on estimates of the amounts needed to cover costs of current year's claims. Claim expenditures and liabilities are reported when it is probable and a loss can be reasonably estimated. These losses include an estimate of claims that have been incurred but not reported (IBNRs). Claim liabilities are based upon the estimated ultimate cost of settling the claims including specific, incremental claim adjustment expenses, salvage, and subrogation and considering the effects of inflation and recent claim settlement trends including frequency and amount of payouts and other economic and social factors.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 4 – OTHER INFORMATION (CONTINUED)

RISK MANAGEMENT (CONTINUED)

At September 30, 2021, the amount of these liabilities was \$9,421,320. Changes in the reported liability since October 1, 2020 resulted from the following:

	Claims Payable October 1	Current Year's Claims and Changes in Estimates	Claims Payments	Liability September 30
Fiscal Year Ended September 30,				
2021	\$ 7,377,402	\$ 6,216,397	\$ (4,172,479)	\$ 9,421,320
2020	7,829,171	2,832,319	(3,284,008)	7,377,402

CONTINGENT LIABILITIES

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally, the federal and state agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds.

At September 30, 2021, portions of some Federal Emergency Management Agency (“FEMA”) claims for approximately \$1.9 million were determined, through a review by the Office of the Inspector General, to be overfunded. The City’s position is, the expenditures were proper, had been fully reviewed and approved by FEMA representatives at the State and Federal levels, and will be ultimately approved by FEMA. The City and FEMA came to an agreement to offset the over expenditures against current claims. As of September 30, 2021, the City has an outstanding amount of \$883,000 to be utilized against future claims.

The City is currently the defendant in a number of litigation issues and claims that arose in the normal course of operations. City management has indicated that they intend to vigorously defend such matters, the ultimate outcome of which, in the opinion of management, will not have a significant adverse effect on the financial condition of the City.

DEFINED BENEFIT PENSION PLANS

Plan Description

The City of Deerfield Beach, as a single-employer, maintains three defined benefit pension plans covering full-time firefighters employed by the City prior to October 1, 2011, police officers employed by the City prior to January 13, 1990, and non-uniformed employees hired before April 17, 1990. The Deerfield Beach Municipal Firefighters’ Pension Trust

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 4 – OTHER INFORMATION (CONTINUED)

DEFINED BENEFIT PENSION PLANS (CONTINUED)

Plan Description (continued)

Fund (the Fire Pension Plan), the City of Deerfield Beach Police Officers' Retirement Plan (the Police Pension Plan) and the City of Deerfield Beach Non-Uniformed Employees' Retirement Fund (the Non-uniformed Pension Plan) are individual plans administered for each of three employee categories: fire, police and non-uniformed personnel. Each plan is governed by its own board of trustees, which is responsible for establishing employee benefit provisions within the framework of Chapters 175 and 185 of the Florida Statutes and local ordinances. Retirement, disability and death benefits and annual cost-of-living adjustments are provided by all three plans to members and beneficiaries. New members are no longer admitted to any of the three defined benefit plans.

The financial statements for the City's pension plans are prepared using the accrual basis of accounting. Contributions from plan members are recognized in the period in which the contributions are due. The City's contributions are recognized when due and when a formal commitment to provide the contributions has been made. Benefits and refunds are recognized when due and payable in accordance with the terms of each individual plan. All plan investments are reported at fair value with the exception of money market funds which are reported at amortized cost. Securities traded on a national exchange are valued at the last reported sales price on the plan's fiscal year end. Securities without an established market price are reported at estimated fair value.

The Fire Pension Plan, as well as the Police Officers' Retirement Plan, issue publicly available financial reports that include financial statements and required supplementary information. The reports for the Police Officers' Retirement Plan may be obtained by writing or calling the following: Pension Resource Center, 4360 Northlake Blvd., Suite 206, Palm Beach Gardens, FL 33410; (561) 624-3277. The reports for the Fire Pension Plan may also be obtained by contacting the following: Freiman Little Actuaries, LLC; 4105 Savannahs Trail; Merritt Island, FL 32953; (321) 453-6542.

The Non-uniformed Employees' Retirement Plan also issues publicly available financial reports. These reports may be obtained via written request to the following: Benefits USA, Inc., 3810 Inverrary Blvd, Suite 302, Lauderhill, Florida 33319; or by calling (800) 425-2454.

On January 13, 1990 the police officers of the City of Deerfield Beach merged with the Broward County Sheriff's Office. State law provides that these officers, who are now employees of the Broward County Sheriff's Office, could make an irrevocable election to

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 4 – OTHER INFORMATION (CONTINUED)

DEFINED BENEFIT PENSION PLANS (CONTINUED)

Plan Description (continued)

remain in the City's pension plan. On October 1, 2012, the firefighters of the City of Deerfield Beach also merged with the Broward Sheriff's Office. Like the police officers, they were also allowed to make an irrevocable election to remain in the City's pension plan or join the Florida Retirement System.

Funding Policy

The Board of trustees of each plan establishes and may amend the contribution requirements of plan members and of the City.

The Fire Pension Fund, as well as the Police Pension Fund, is partially funded by contributions from the State of Florida. The state's contribution to the pension funds consists of excise taxes collected on fire and casualty insurance premiums on policies written within the City limits. For fiscal year 2021, the state contributed \$557,148 and \$738,278 to the Fire Pension and Police Pension Funds, respectively. On-behalf payments of fringe benefits and salaries for the City's employees were recognized as revenues and expenditures during the period.

Information regarding fiscal year 2021 participant data for the three pension plans is as follows:

	Fire	Police	Non-Uniformed	Total
Plan membership as of actuarial valuation date	10/1/2020	10/1/2020	10/1/2019	
Inactive plan members and beneficiaries currently receiving benefits	138	74	125	337
Inactive plan members entitled but not yet receiving benefits	--	--	--	--
Active plan members	<u>60</u>	<u>--</u>	<u>1</u>	<u>61</u>
Total Members	<u>198</u>	<u>74</u>	<u>126</u>	<u>398</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 4 – OTHER INFORMATION (CONTINUED)

DEFINED BENEFIT PENSION PLANS (CONTINUED)

Funding Policy (continued)

Covered employees in the fire and non-uniformed defined benefit plans are required to contribute 9% of their gross salary. Beginning on January 13, 1990, participants in the police pension plan were no longer required to contribute to the plan. The member's contribution rate is fixed by the authorizing ordinance and the City's contribution rate is actuarially determined. The actuarial assumptions and three to five-year smoothed market methods were selected to fund the plans with the intent of producing future required employer contributions which remain fairly level as a percentage of covered payroll. The contribution rate for normal cost is determined using the entry age or the aggregate cost method, depending on the plan, over a 15 to 30 year period.

Net Pension Liability

The component of net pension liability as of September 30, 2020 (measurement date) were as follows:

	Fire	Police	Non-Uniformed	Total
Total pension liability	\$ 166,196,697	\$ 64,784,629	\$ 55,787,619	\$ 286,768,945
Plan fiduciary net position	<u>(129,626,638)</u>	<u>(40,637,559)</u>	<u>(51,677,847)</u>	<u>(221,942,044)</u>
City's Net Pension Liability	<u>\$ 36,570,059</u>	<u>\$ 24,147,070</u>	<u>\$ 4,109,772</u>	<u>\$ 64,826,901</u>
Plan fiduciary net position as a percentage of the total pension liability	78.00%	62.73%	92.63%	

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 4 – OTHER INFORMATION (CONTINUED)

DEFINED BENEFIT PENSION PLANS (CONTINUED)

Net Pension Liability

	Fire	Police	Non-Uniformed
Total pension liability - beginning	<u>\$ 160,290,545</u>	<u>\$ 63,255,619</u>	<u>\$ 57,953,296</u>
Changes for the year:			
Service cost	2,724,692	--	27,504
Interest	11,824,774	4,019,827	3,753,624
Difference between expected and actual experience	3,374,966	(667,007)	(385,909)
Change in benefit terms	54,450	1,146,116	--
Change of assumptions	(1,991,954)	1,608,577	--
Share plan allocation	--	537,969	--
Benefit payments	<u>(10,080,776)</u>	<u>(5,116,472)</u>	<u>(5,560,896)</u>
Net change in total pension liability	<u>5,906,152</u>	<u>1,529,010</u>	<u>(2,165,677)</u>
Total pension liability - ending (a)	<u>166,196,697</u>	<u>64,784,629</u>	<u>55,787,619</u>
Plan fiduciary net position - beginning	<u>121,106,804</u>	<u>41,388,895</u>	<u>53,689,057</u>
Contributions - employer	6,047,459	2,218,557	1,412,726
Contributions - State of Florida	632,681	743,420	--
Contributions - employee	792,533	--	7,415
Net investment income	11,298,087	1,478,014	2,224,559
Benefit payments	(10,080,776)	(5,116,472)	(5,560,896)
Administrative expenses	<u>(170,150)</u>	<u>(74,855)</u>	<u>(95,014)</u>
Net change in plan fiduciary position - ending (b)	<u>8,519,834</u>	<u>(751,336)</u>	<u>(2,011,210)</u>
Plan fiduciary net position - ending (b)	<u>129,626,638</u>	<u>40,637,559</u>	<u>51,677,847</u>
Net Pension Liability (a-b)	<u>\$ 36,570,059</u>	<u>\$ 24,147,070</u>	<u>\$ 4,109,772</u>
Plan fiduciary net position as a percentage of total pension liability	78.00%	62.73%	92.63%

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 4 – OTHER INFORMATION (CONTINUED)

SIGNIFICANT ACTUARIAL ASSUMPTIONS

The total pension liability was determined by an actuarial valuation as of October 1, 2019.

	Fire Pension	Police Pension	Non-Uniformed
Inflation	2.27%	N/A	2.00%
Salary increases	5.2% to 11%	N/A	6.00% per year
Investment rate of return	7.50%	6.50%	6.80%
Mortality	RP-2000 fully generational with scale BB	RP-2000 Table with no RP-2000 Disabled Table for disabled lives projection Disables Lives: RP-2000 disabled males and females	RP-2000 Mortality tables, fully generational with scale BB
Retirement Age	N/A	N/A	Age 64 with 10 years of service or age 55 with 25 years of service

PENSION DISCOUNT RATE

The discount rate used to measure the total pension liability was 7.50%, 6.50%, and 6.80% for the Fire, Police, and Non-Uniformed Pension plans respectively. This is a single rate that reflects the long- term expected rate of return on Pension plan investments expected to be used to finance the payment of benefits, including inflation. The projection of cash flows used to determine the discount rate assumed member contributions are made at 9% of pay and City contributions will be made in an amount equal to the difference between the actuarially determined contributions and member contributions. Fiduciary net position is projected to be sufficient to make projected benefit payments, for purposes of this determination.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 4 – OTHER INFORMATION (CONTINUED)

PENSION DISCOUNT RATE

Sensitivity of the net pension liability to changes in the discount rate follows for each plan:

Net Pension Liability	Fire Pension Plan		
	1% Decrease	Current Discount Rate	1% Increase
Percent	6.50%	7.50%	8.50%
Net pension liability	\$ 53,727,924	\$ 36,570,059	\$ 22,251,958
Net Pension Liability	Police Pension Plan		
	1% Decrease	Current Discount Rate	1% Increase
Percent	5.50%	6.50%	7.50%
Net pension liability	\$ 31,545,842	\$ 24,147,070	\$ 17,986,753
Net Pension Liability	Non-Uniformed Pension Plan		
	1% Decrease	Current Discount Rate	1% Increase
Percent	5.80%	6.80%	7.80%
Net pension liability	\$ 8,709,806	\$ 4,109,772	\$ 128,451

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 4 – OTHER INFORMATION (CONTINUED)

DEFINED BENEFITS PENSION PLANS

Investments – Long-Term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined by using a building-block method. Best estimate ranges of expected future real rates of return (expected returns net of investment expense and inflation) are developed for each major asset class. The long-term expected rate of return on investments is the best-estimate ranges weighted by the asset allocation plus expected inflation. Best estimates of arithmetic real rates of return for each major asset class as provided by the investment monitor for the Fire, Police and non-uniformed pension plans, respectively, are shown below.

Asset Class	Long-Term Expected Real Rate of Return
Fire	
Domestic equity	8.47%
International equity	4.07%
Bonds	3.74%
Convertibles	7.91%
Private real estate	4.95%
Infrastructure	6.39%
Cash	0.47%

Asset Class	Long-Term Expected Real Rate of Return
Police	
Domestic equity	7.50%
International equity	8.50%
Domestic bonds	2.50%
International bonds	3.50%
Real estate	4.50%

Asset Class	Long-Term Expected Real Rate of Return
Non-Uniformed	
Large cap value equity	6.97%
Large cap growth equity	7.16%
Small cap core equity	7.48%
International equity	6.20%
Hedge fund	3.95%
Core private real estate	6.57%
Core fixed income	1.83%

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 4 – OTHER INFORMATION (CONTINUED)

DEFINED BENEFITS PENSION PLANS

Asset Allocation

The tables below indicate the fund investment policy targets, and actual asset allocations as of September 30, 2021:

Asset Class	Investment Policy
Fire	
Fixed income	12-60%
International equity	10-25%
Large-cap core	3-13%
Large-cap value	3-13%
Large-cap growth	3-13%
Mid cap core	5-9%
Small cap value	3-7%
Convertibles	6-11%
Infrastructure	2-7%
Real estate	0-17%
Cash and cash equivalents	0-2%

Asset Class	Actual Allocation
Fire	
Fixed income	15.6%
International equity	19.7%
Large-cap core	11.2%
Large-cap value	0.0%
Large-cap growth	13.0%
Mid cap core	7.4%
Small cap value	3.9%
Convertibles	11.3%
Infrastructure	1.0%
Real estate	14.9%
Cash and cash equivalents	2.00%

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 4 – OTHER INFORMATION (CONTINUED)

DEFINED BENEFITS PENSION PLANS (CONTINUED)

Asset Allocation (continued)

Asset Class	Investment Policy
Police	
Domestic equity	40-55%
International equity	10-20%
Fixed income	15-35%
Real estate fund	5-17%
Cash and cash equivalents	0-5%
Asset Class	Actual Allocation
Police	
Domestic equity	46.00%
International equity	15.00%
Fixed income	20.00%
Real estate fund	18.00%
Cash and cash equivalents	1.00%
Asset Class	Investment Policy
Non-Uniformed	
Domestic equity	30-65%
International equity	5-15%
Fixed income	20-40%
Hedge funds	0-10%
Real estate fund	0-10%
Cash and cash equivalents	Minimal
Asset Class	Actual Allocation
Non-Uniformed	
Domestic equity	44.30%
International equity	9.40%
Fixed income	29.40%
Hedge funds	5.30%
Real estate fund	10.00%
Cash and cash equivalents	1.60%

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 4 – OTHER INFORMATION (CONTINUED)

DEFINED BENEFITS PENSION PLANS (CONTINUED)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

Pension expense and deferred outflows and deferred inflows of resources related to pensions: The net pension liability was measured as of September 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of October 1, 2019. The City reported deferred outflows of resources and deferred inflows of resources from the following sources:

Description	Deferred Outflows (Inflows)		
	Police	Fire	Non-Uniformed
Contributions subsequent to the measurement date	\$ 3,074,175	\$ 6,856,235	\$ 1,372,990
Difference between expected and actual experience	--	1,451,226	--
Change in assumptions	--	(877,138)	--
Difference between expected and actual earnings on investments	(89,498)	1,203,641	1,560,182
Total Deferred Outflows (Inflows)	<u>\$ 2,984,677</u>	<u>\$ 8,633,964</u>	<u>\$ 2,933,172</u>

The deferred outflows of resources resulting from City contributions to the pension plans subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent year. The amount reported as a deferred inflow/outflow of resources related to the pension will be recognized in pension expense over the four remaining years as follows:

Fiscal Year Ending September 30,	Police	Fire	Non-Uniformed
2022	\$ (464,567)	\$ 864,816	\$ 245,103
2023	(269,691)	710,755	512,984
2024	189,200	663,983	545,638
2025	455,560	(461,825)	256,457
Total	<u>\$ (89,498)</u>	<u>\$ 1,777,729</u>	<u>\$ 1,560,182</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 4 – OTHER INFORMATION (CONTINUED)

DEFINED CONTRIBUTION PLAN

The City has a defined contribution plan that was established on April 17, 1990 via Ordinance No. 1990-025. This plan covers all full-time employees who are not members of the City's defined benefit pension plans, previously described. This plan was established under the provisions of Section 401(a) of the Internal Revenue Code. The City has authorized the City Commission to establish and amend all plan provisions. The assets of the plan are self-directed, and investment results are reported to participants/employees on a quarterly basis. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment returns thereon. The City does not have fiduciary accountability for the plan and, accordingly, the plan is not reported in the accompanying financial statements.

The City contributed 8% of salaries to the plan on a bi-weekly basis, for a contribution for the year ending September 30, 2021 of \$1,306,904. The plan requires a 4% match of all participants. Plan participants become fully vested in the plan after five years of service. Total member contributions for the fiscal year totaled \$641,915.

DEFINED COMPENSATION PLAN

The City offers certain employees the opportunity to participate in a deferred compensation plan that was created on December 1, 1987, via resolution C1987/114. This plan was established in accordance with Section 457 of the Internal Revenue Code. The plan permits employees to defer a portion of their salaries until future years. At the employee's election, such amounts may be invested in mutual funds with varying degrees of risk and return. Loans may be taken against an employee's account for specified purposes. All amounts of compensation deferred under a "Section-457" plan, all property and rights purchased with those amounts, and all investment earnings, are held in trust for the exclusive benefit of the plan's participants and their beneficiaries. Since the City has no control over these assets, they are not reflected in the City's financial statements.

The International City Management Association Retirement Corporation acts as agent for the employees in administering both the defined contribution as well as the deferred compensation plans described above.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 4 – OTHER INFORMATION (CONTINUED)

COMMUNITY REDEVELOPMENT AGENCY

Pursuant to Florida Statute 163.387, listed below is a summary of the sources and amounts of deposits to, and the purpose and amounts of withdrawals from, the Community Redevelopment Agency Funds (CRA) for the fiscal year ended September 30, 2021:

	<u>Deposits</u>	<u>Withdrawals</u>
Source of Deposits		
Tax incremental revenues	\$ 4,398,111	\$ --
Investment income	3,080	--
Purpose of Withdrawals		
Debt service - principal & interest	--	1,085,581
Other contractual	--	250,925
Administrative and overhead	--	660,044
Economic development	--	835,544
Total	<u>\$ 4,401,191</u>	<u>\$ 2,832,094</u>

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS

Effective November 6, 2001, the City of Deerfield Beach commenced participation in the Florida Retirement System (FRS), a cost-sharing multiple employer Public Employee Retirement System (PERS). There are two defined benefit plans as part of the Florida Retirement System. The FRS is a cost-sharing, multiple-employer defined benefit pension plan with a Deferred Retirement Option Program (DROP) for eligible employees. The Health Insurance Subsidy Program (HIS) is a cost-sharing, multiple-employer defined benefit pension plan. The FRS and HIS were created by the Florida Legislature and are administered by the State of Florida.

Only Elected members of the City Commission are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS (CONTINUED)

The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' website:

(http://www.dms.myflorida.com/workforce_operations/retirement/publications).

PLAN DESCRIPTION

FRS Pension Plan

The FRS Pension Plan (Plan) is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. Only Elected Officials participate in this plan.

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service (except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service). All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service (except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service). Members of the Plan may include up to 4 years of credit for military service toward creditable service.

The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS (CONTINUED)

PLAN DESCRIPTION (CONTINUED)

HIS Plan

The Retiree Health Insurance Subsidy Program (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of the State administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Florida Department of Management Services.

BENEFITS PROVIDED

FRS Pension Plan

Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

Elected Officers' Class: 3.00%

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-October 2011 service credit by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS (CONTINUED)

PLAN DESCRIPTION (CONTINUED)

HIS Plan

For the fiscal year ended September 30, 2021 eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

CONTRIBUTIONS

FRS Pension Plan

The Florida Legislature establishes contribution rates for participating employers and employees. Employees are required to contribute 3% of gross salary. Employer contribution is based on class. For the fiscal year ended September 30, 2021, the contribution rate for Elected Officers' Class for the period July 1, 2020 through June 30, 2021 and from July 1, 2021 through September 30, 2021 was 48.82% and 49.59% percent, respectively.

The City's contributions for FRS totaled \$93,373 and employee contributions totaled \$5,148 for the fiscal year ended September 30, 2021.

HIS Plan

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2021, the HIS contribution was 1.66 percent. The City contributed 100 percent of its statutorily required contributions for the current year and preceding three years. The HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS (CONTINUED)

PENSION LIABILITIES, PENSION EXPENSE, AND DEFERRED OUTFLOWS/INFLOWS OF RESOURCES RELATED TO PENSIONS

At September 30, 2021, the City reported liabilities of \$152,858 for its proportionate share of the FRS net pension liability and \$60,391 for the HIS net pension liability. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2020. The City's proportionate share of the net pension liability was based on the City's fiscal year 2021 contributions relative to the fiscal year 2021 contributions of all participating members.

For the fiscal year ended September 30, 2021, the City recognized a reduction in pension expense of \$89,434. In addition, the City reported, in the government-wide financial statements, deferred outflows of resources and deferred inflows of resources related to both plans from the following sources:

Description	Deferred Outflows of Resources		
	FRS	HIS	Total
Differences between expected and actual experience	\$ 26,200	\$ 2,021	\$ 28,221
Change of assumptions	104,593	4,745	109,338
Net difference between projected and actual earnings on plan investments	--	63	63
Changes in proportion and differences between City contributions and proportionate share of contributions	16,377	1,515	17,892
City contributions subsequent to measurement date	19,652	659	20,311
Total Deferred Outflows of Resources	\$ 166,822	\$ 9,003	\$ 175,825

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS (CONTINUED)

PENSION LIABILITIES, PENSION EXPENSE, AND DEFERRED OUTFLOWS/INFLOWS OF RESOURCES RELATED TO PENSIONS (CONTINUED)

Description	Deferred Inflows of Resources		
	FRS	HIS	Total
Differences between expected and actual experience	\$ --	\$ 25	\$ 25
Change of assumptions	--	2,488	2,488
Net difference between projected and actual earnings on plan investments	533,283	--	533,283
Changes in proportion and differences between City contributions and proportionate share of contributions	81,880	2,369	84,249
Total Deferred Inflows of Resources	\$ 615,163	\$ 4,882	\$ 620,045

The deferred outflows of resources related to pensions, totaling \$20,311, resulting from City contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the subsequent fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending September 30	Employer Share of Deferred Outflows/Deferred Inflows		
	FRS	HIS	Total
2022	\$ (83,477)	\$ 1,074	\$ (82,403)
2023	(95,197)	556	(94,641)
2024	(124,069)	599	(123,470)
2025	(156,602)	735	(155,867)
2026	(8,648)	427	(8,221)
Thereafter	--	71	71
Total	\$ (467,993)	\$ 3,462	\$ (464,531)

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS (CONTINUED)

ACTUARIAL ASSUMPTIONS

Actuarial assumptions for both cost-sharing defined benefit plans are reviewed annually by the Florida Retirement System Actuarial Assumptions Conference. The FRS plan has a valuation performed annually. The HIS Program has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The total pension liability was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Mortality Table Experience Study Actuarial Cost Method	Generational RP-2000 with projection scale BB tables 7/1/13 - 6/30/18	
	Individual Entry Age Normal	
	FRS	HIS
Investment rate of return	6.80%	2.16%
Projected salary increases	3.25%	3.25%
Inflation	2.40%	2.40%

LONG-TERM EXPECTED RATE OF RETURN

FRS Pension Plan

The long-term expected rate of return on the plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	2.1%	2.1%	1.1%
Fixed income	20.0%	3.8%	3.7%	3.3%
Global equity	54.2%	8.2%	6.7%	17.8%
Real estate (property)	10.3%	7.1%	6.2%	13.8%
Private equity	10.8%	11.7%	8.5%	26.4%
Strategic investments	3.7%	5.7%	5.4%	8.4%
Total	100.0%			
Assumed Inflation-Mean			2.4%	1.2%

Note: As outlined in the Plan's investment policy

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS (CONTINUED)

DISCOUNT RATE OF RETURN

The discount rate used to measure the total pension liability was 6.90% for the FRS plan. The fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

The HIS program uses a pay as you go funding structure, so therefore, the depletion date is considered to be immediate and the single equivalent discount rate is equal to the municipal bond rate. The municipal bond rate of 3.50% was used to determine the total pension liability for the program. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

SENSITIVITY OF THE CITY'S PROPORTIONATE SHARE OF THE NET POSITION LIABILITY TO CHANGES IN THE DISCOUNT RATE

The following table presents the sensitivity of the City's proportionate share of the net pension liability to changes in the discount rate. The sensitivity analysis shows the impact to the City's proportionate share of the net pension liability if the discount rate was 1.00% lower or 1.00% higher than the current discount rate at June 30, 2021.

	City's Proportionate Share of the Net Pension Liability (Asset)		
	1% Decrease	Current Discount Rate	1% Increase
Pension Plan	5.80%	6.80%	7.80%
FRS	\$ 683,592	\$ 152,858	\$ (290,776)
	1% Decrease	Current Discount Rate	1% Increase
Pension Plan	1.16%	2.16%	3.16%
HIS	\$ 69,818	\$ 60,391	\$ 52,668

PENSION PLAN FIDUCIARY NET POSITION

Detailed information about the fiduciary net position of both benefit plans are available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS (CONTINUED)

SUMMARY OF PENSION EXPENSE, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES RELATED TO ALL PENSIONS OF THE CITY

For the year ended September 30, 2021, the City recognized pension expense of \$546,847 as the result of GASB Statement No. 68. Deferred outflows and inflows of resources and Net Pension Liability related to pensions are as follows:

	Non-- Uniformed Pension	Police Pension	Fire Pension	FRS/HIS Pension	Total
Deferred outflows	\$ 2,933,172	\$3,074,175	\$9,724,963	\$ 175,825	\$15,908,135
Deferred inflows	--	89,498	1,090,999	620,045	1,800,542
Net pension liability	4,109,772	24,147,070	36,570,059	213,249	65,040,150
Pension expense (income)	(567,033)	2,168,148	(964,834)	(89,434)	546,847

NOTE 6 – OTHER POST-EMPLOYMENT BENEFITS

PLAN DESCRIPTION

The City of Deerfield Beach's Retiree Health Care Plan (Plan) is a single employer defined benefit postemployment health care plan that covers eligible retired employees of the City. The Plan, which is administered by the City, allows employees who retire and meet retirement eligibility requirements under one of the City's retirement plans to continue health and life insurance coverage as a participant in the City's plan. For purposes of applying Paragraph 4 under Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, the Plan does not meet the requirements for an OPEB plan administered through a trust.

Benefit Description and Funding Policy

The City provides a single employer defined benefit post-employment health insurance benefit to its general employees, firefighters and police officers who are members of the Deerfield Beach Municipal Police Officers' Retirement Trust Fund. The City offers three fully-insured PPO plans to retirees. The City pays the premiums for the retiree only until the age of 65. The retiree pays the premium for an optional Medicare Supplementary coverage offered to post-65 retirees. Spouses of retired participants are eligible to participate in the retiree health care plan. Coverage continues to surviving spouses of deceased retirees for firefighters only. Coverage is terminated for spouses of all other retirees upon the death of the retiree.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 6 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

PLAN DESCRIPTION (CONTINUED)

Benefit Description and Funding Policy (continued)

Pursuant to Section 112.0801, Florida Statutes, general employees, firefighters and police officers who retire from the City may continue their participation in a City-sponsored health and/or dental insurance plan at the same premiums applicable to active employees. Since retiree claims are expected to result in higher costs to the plan, on average, than those for active employees on an actuarial basis, there is an implicit subsidy included in the premiums for the retirees.

Investments. The OPEB plan does not have a formal investment policy. The City uses the Pay-As-You-Go-Approach of funding to provide benefits to participants of the plan.

Benefits. Benefit provisions and City contribution requirements are established and may be amended by the City Commission. The City currently provides direct subsidies for certain retirees by paying a portion of the retiree's premium for individual coverage. As of September 30, 2019, there were 211 retired employees receiving a monthly benefit with an additional 357 eligible for participation in the future.

Employees Covered by benefit terms. As of September 30, 2020, the following employees were covered by the benefit terms:

Inactive plan members, or beneficiaries currently receiving benefits	196
Inactive plan members entitle to but not yet receiving benefits	--
Active plan members	<u>318</u>
Total	<u>514</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 6 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY

The City's Total OPEB Liability (TOL) was measured as of September 30, 2020, and was determined by an actuarial valuation as of September 30, 2020. As of September 30, 2021, the reported TOL of \$27,020,635, represents 130% of the covered payroll. The components of TOL are as follows:

Balance at September 30, 2020	<u>\$ 32,048,147</u>
Changes for the Year	
Services cost	1,605,611
Interest	1,178,083
Differences between expected and actual experience	(3,348,371)
Changes in assumptions or other inputs	(2,956,680)
Benefit Payments	<u>(1,506,155)</u>
Net Changes	<u>(5,027,512)</u>
Balance at September 30, 2021	<u><u>\$ 27,020,635</u></u>
Covered Employee Payroll	<u><u>\$ 20,782,600</u></u>
City's Total OPEB liability as a % of Covered Payroll	130.02%

DISCOUNT RATE AND SENSITIVITY DISCLOSURES

Discount Rate

The City's OPEB plan does not have a GASB compliant trust; therefore, the discount rate equals the tax exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date.

A discount rate of 2.14% was used to measure the September 30, 2020 Total OPEB Liability. A discount rate of 2.14% was used for the beginning of the measurement period. These rates are based on the Fidelity 20-Year Municipal GO AA Index - daily rate closest or equal to but not later than the respective measurement dates.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 6 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

DISCOUNT RATE AND SENSITIVITY DISCLOSURES (CONTINUED)

Discount Rate (continued)

Sensitivity of the Total OPEB Liability to the Discount Rate Assumption

The chart below represents the total OPEB liability of the City, calculated using the 2.14% discount rate, as well as what the total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (1.14%) or 1-percentage point higher (3.14%) than the current rate.

Pension Plan	Measurement Date: September 30, 2020		
	1% Decrease	Current Discount Rate	1% Increase
Discount rate	1.14%	2.14%	3.14%
Total OPEB Liability	\$ 33,422,912	\$ 27,020,635	\$ 22,358,547

Sensitivity of the Total OPEB Liability to the Healthcare Cost Trend Rate Assumption

The chart below represents the total OPEB liability of the City, calculated using the 4.0% to 7.5%, as well as what the total OPEB liability would be if it were calculated using a healthcare trend rate that is 1-percentage point lower (3.0% to 6.5%) or 1-percentage point higher (5.0% to 8.5%) than the current rate.

Pension Plan	1% Decrease	Current Healthcare Cost Trend Rate	1% Increase
Discount rate	3.0% to 6.5%	4.0% to 7.5%	5.0% to 8.5%
Total OPEB Liability	\$ 23,325,494	\$ 27,020,635	\$ 32,226,544

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 6 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

ACTUARIAL ASSUMPTIONS AND OTHER INPUTS

The Total OPEB Liability was determined based on several actuarial assumptions using the Actuarial Cost Method. Total OPEB liability was calculated by an actuarial valuation as of September 30, 2020, with a measurement date of September 30, 2020, using the following assumptions, applied to all prior periods included in the measurement:

Measurement date	September 30, 2020
Actuarial valuation date	September 30, 2020
Inflation	2.50%
Salary increases	6.00%
Discount rate	2.14%
Projected salary increases	4.0% - 7.5%
Healthcare cost trend rates	7.5% based on the Getzen Model
Retirees' share of benefit-related costs	Retirees pay various portions of full blended premium for individual coverage

Discount rate – based on the Fidelity 20-Year Municipal GO AA Index

Mortality rates – All mortality rates were based on the Pub-2010 mortality tables with fully generational improvement using Scale MP-2018. Rates are based on those outlined in Milliman's July 1, 2019 Florida Retirement System (FRS) valuation report with appropriate adjustments made based on plan demographics.

STATEMENT OF OPEB EXPENSES AND DEFERRED OUTFLOWS/INFLOWS OF RESOURCES RELATED TO OPEB

Summary of Outstanding Deferred Inflows and Outflows of Resources Related to OPEB.

For the fiscal year ended September 30, 2021, the City reported deferred outflows and inflows of resources related to OPEB from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between actual and expected experience	\$ --	\$ 15,093,969
Changes of assumptions	932,221	3,121,523
Employer contributions subsequent to measurement date	883,204	--
Total	\$ 1,815,425	\$ 18,215,492

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 6 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

STATEMENT OF OPEB EXPENSES AND DEFERRED OUTFLOWS/INFLOWS OF RESOURCES RELATED TO OPEB (CONTINUED)

Summary of Outstanding Deferred Inflows and Outflows of Resources Related to OPEB (continued)

The Summary of Deferred Outflows and (Inflows) of Resources Related to OPEB that will be recognized in OPEB expense are as follows:

On September 30, 2021, the City reported Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEB from the following sources:

Fiscal Year Ending September 30	Amount
2022	\$ (5,863,406)
2023	(5,107,227)
2024	(5,107,228)
2025	<u>(1,205,410)</u>
Total	<u><u>\$ (17,283,271)</u></u>

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF DEERFIELD BEACH, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

BUDGETARY COMPARISON SCHEDULE GENERAL FUND

YEAR ENDED SEPTEMBER 30, 2021

	Budgeted Amounts		(Budgetary Basis)	Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues				
Property taxes	\$ 46,096,554	\$ 46,096,554	\$ 46,864,226	\$ 767,672
Sales taxes	5,949,562	5,949,562	6,965,726	1,016,164
Fire assessment fees	13,014,824	13,014,824	13,534,043	519,219
Franchise fees	7,627,821	7,627,821	8,267,025	639,204
Utility tax	8,102,223	8,102,223	8,694,445	592,222
Licenses and permits	780,742	780,742	376,298	(404,444)
Intergovernmental	3,323,344	3,323,344	2,877,527	(445,817)
Charges for services	8,244,735	8,244,735	10,081,736	1,837,001
Fines and forfeitures	936,500	936,500	1,153,149	216,649
Investment earnings	479,602	479,602	76,111	(403,491)
Miscellaneous:				
Donations/contributions	280,000	280,000	430,685	150,685
Administrative fees	7,840,662	7,840,662	7,827,662	(13,000)
Other	10,046,781	10,046,781	1,541,305	(8,505,476)
Total Revenues	<u>112,723,350</u>	<u>112,723,350</u>	<u>108,689,938</u>	<u>(4,033,412)</u>
Expenditures				
Departmental:				
City commission	401,744	401,744	342,017	(59,727)
City manager	777,447	777,447	713,996	(63,451)
City clerk	676,774	676,774	513,517	(163,257)
City attorney	621,000	623,472	463,809	(159,663)
Central services	7,351,319	7,351,319	2,674,176	(4,677,143)
Parks and recreation	10,822,087	10,826,587	9,750,881	(1,075,706)
Office of Public Safety	66,876,444	68,118,255	66,257,560	(1,860,695)
Human resources	723,733	723,733	642,911	(80,822)
Environmental services	2,543,713	2,900,587	2,460,399	(440,188)
Financial services	2,558,739	2,571,921	2,445,526	(126,395)
Planning and development services	2,279,642	2,351,141	2,235,176	(115,965)
Information technology services	2,074,681	2,074,681	2,013,256	(61,425)
Sustainable management	1,054,684	1,054,684	815,220	(239,464)
Senior services	2,380,473	2,380,473	1,838,450	(542,023)
Community development	465,503	465,503	372,009	(93,494)
Economic development	342,081	342,081	318,788	(23,293)
Public affairs and marketing	492,930	492,930	434,107	(58,823)
Community participation	50,000	50,000	50,000	--
Other - unclassified	3,887,593	4,117,520	2,500,235	(1,617,285)
Debt service	1,165,694	1,165,694	1,260,023	94,329
Total Expenditures	<u>107,546,281</u>	<u>109,466,546</u>	<u>98,102,056</u>	<u>(11,364,490)</u>
Other Financing Sources (Uses)				
Transfers in	2,526,551	4,446,816	2,815,684	(1,631,132)
Transfers out	(8,778,207)	(8,778,207)	(4,910,800)	3,867,407
Total Other Financing Sources (Uses)	<u>(6,251,656)</u>	<u>(4,331,391)</u>	<u>(2,095,116)</u>	<u>2,236,275</u>
Net Change in Budgetary Fund Balances	<u>\$ (1,074,587)</u>	<u>\$ (1,074,587)</u>	<u>\$ 8,492,766</u>	<u>\$ 9,567,353</u>

CITY OF DEERFIELD BEACH, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

BUDGETARY COMPARISON SCHEDULE (NON-GAAP BUDGETARY BASIS - UNAUDITED) COMMUNITY REDEVELOPMENT AGENCY FUND

YEAR ENDED SEPTEMBER 30, 2021

	<u>Budgeted Amounts</u>		(Budgetary Basis)	Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
Revenues				
Property taxes	\$ 4,272,215	\$ 4,272,215	\$ 4,398,111	\$ 125,896
Investment earnings	--	--	3,080	3,080
Total Revenues	<u>4,272,215</u>	<u>4,272,215</u>	<u>4,401,191</u>	<u>128,976</u>
Expenditures				
Current:				
Economic environment	1,440,396	1,440,396	856,095	(584,301)
Public safety	55,000	55,000	54,874	(126)
Culture and recreation	175,000	175,000	105,486	(69,514)
Capital outlay	4,493,543	4,493,543	730,058	(3,763,485)
Debt Service:				
Principal retirement	860,000	860,000	860,000	--
Interest and fiscal charges	<u>225,581</u>	<u>225,581</u>	<u>225,581</u>	<u>--</u>
Total Expenditures	<u>7,249,520</u>	<u>7,249,520</u>	<u>2,832,094</u>	<u>(4,417,426)</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(2,977,305)</u>	<u>(2,977,305)</u>	<u>1,569,097</u>	<u>4,546,402</u>
Other Financing Sources				
Appropriation of prior year's fund balance	<u>2,977,305</u>	<u>2,977,305</u>	--	<u>(2,977,305)</u>
Total Other Financing Sources	<u>2,977,305</u>	<u>2,977,305</u>	--	<u>(2,977,305)</u>
Change in Fund Balance	<u>\$ --</u>	<u>\$ --</u>	<u>1,569,097</u>	<u>\$ 7,523,707</u>
Fund Balance - Beginning			<u>3,897,988</u>	
Fund Balance - Ending			<u>\$ 5,467,085</u>	

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO BUDGETARY COMPARISON SCHEDULE

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

The City adopts annual operating budgets on a non-GAAP basis for the General Fund and the enterprise funds, as well as the following special revenue funds: Road and Bridge Tax Fund, Community Development Block Grant Fund, and the Community Redevelopment Agency Fund. The remaining special revenue funds are governed by grants with different fiscal periods and are funded at levels which the City has little control over or measurable knowledge of at the time it adopts the other budgets.

For budgetary control purposes, encumbrance accounting is utilized, whereas purchase orders, contracts and other financial commitments for expenditures are recorded in order to reserve that portion of the applicable appropriation. Encumbrances outstanding at year-end are reported as appropriations of fund balance, since they do not constitute expenditures or liabilities. Unless encumbered by a purchase order, the budget appropriations lapse at the end of each year.

At any time during the fiscal year, the City Manager may authorize a budget adjustment among the various line items within a department, as long as the total budget for the department does not change. Furthermore, if the City Manager certifies that there are revenues available for appropriation in excess of those estimated in the original budget, the City Commission may, by ordinance, make supplemental appropriations for the year up to the amount of such excess.

NOTE 2 – RECONCILIATION OF BUDGET TO ACTUAL

The City adopts annual budgets on a non-GAAP basis which includes encumbrances. Actual data, accounted for on a basis consistent with GAAP, is presented in the “Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds.” Actual data, accounted for on a non-GAAP basis, is presented in the “Budgetary Comparison Schedule – General Fund.” Reconciliation of the actual data as presented in the aforementioned statements is shown below:

	GAAP Basis Actual	Non GAAP Basis Actual
Departmental Expenditures	\$ 94,074,612	\$ 96,842,033
Debt Service	1,260,023	1,260,023
Capital Outlay	<u>2,767,421</u>	<u>--</u>
Total Expenditures	<u>\$ 98,102,056</u>	<u>\$ 98,102,056</u>

CITY OF DEERFIELD BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY
AND RELATED RATIOS
FIRE PENSION PLAN
LAST SEVEN FISCAL YEARS

Measurement Date, September 30,	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability							
Service cost	\$ 2,724,692	\$ 3,114,673	\$ 2,845,745	\$ 2,786,085	\$ 2,793,233	\$ 2,745,537	\$ 2,859,229
Interest	11,824,774	11,505,441	10,937,984	10,565,444	10,371,874	10,038,296	9,456,530
Changes of benefit terms	54,450	--	--	--	48,546	106,820	172,555
Differences between expected and actual experience	3,374,966	(1,130,384)	1,865,722	1,046,101	(82,819)	(1,414,007)	846,838
Changes in assumption	(1,991,954)	509,219	509,219	104,413	140,613	--	1,795,582
Benefit payments, including refunds of employee contributions	(10,080,776)	(8,601,583)	(9,204,187)	(9,978,487)	(6,795,446)	(7,418,254)	(7,328,455)
Refunds of member contributions	--	--	--	(6,856)	--	--	--
Net Change in Total Pension Liability	5,906,152	5,397,366	6,936,913	4,516,700	6,476,001	4,010,848	7,802,279
Total Pension Liability, Beginning	160,290,545	154,893,179	147,956,266	143,439,566	136,963,565	132,952,717	125,150,438
Total Pension Liability, Ending (a)	166,196,697	160,290,545	154,893,179	147,956,266	143,439,566	136,963,565	132,952,717
Plan Fiduciary Net Position							
Contributions							
Employer and state	\$ 6,047,459	\$ 5,988,490	\$ 5,307,928	\$ 5,058,562	\$ 5,060,592	\$ 5,064,382	\$ 5,051,768
State of Florida	632,681	649,209	628,008	603,646	667,147	725,199	791,013
Plan member	792,533	853,718	901,704	898,299	883,740	868,805	882,792
Net investment income (loss)	11,298,087	3,253,915	8,197,285	10,012,955	7,926,978	(3,188,136)	8,931,143
Benefit payments	(10,080,776)	(8,601,583)	(9,204,187)	(9,978,487)	(6,795,446)	(7,418,254)	(7,328,455)
Refund of member contributions	--	--	(17,570)	(6,856)	--	(47,544)	--
Administrative expense	(170,150)	(251,339)	(198,994)	(177,535)	(214,739)	(237,672)	(232,032)
Net Change in Plan Fiduciary Net Position	8,519,834	1,892,410	5,614,174	6,410,584	7,528,272	(4,233,220)	8,096,229
Plan Fiduciary Net Position, Beginning	121,106,804	119,214,394	113,600,220	107,189,636	99,661,364	103,894,584	95,798,355
Plan Fiduciary Net Position, Ending (b)	\$ 129,626,638	\$	\$	\$	\$	\$	\$
City's Net Pension Liability - Ending [(a)-(b)]	\$ 36,570,059	\$	\$	\$	\$	\$	\$
Plan Fiduciary Net Position as a Percentage of Total Pension Liability (Asset)	78.00%	75.60%	77.00%	76.80%	74.70%	72.80%	78.10%
Covered Payroll	\$ 121,106,804	\$ 119,214,394	\$ 113,600,220	\$ 107,189,636	\$ 99,661,364	\$ 103,894,584	\$
Net Pension Liability (Asset) as a Percentage of Covered Payroll	39.183,741 415.30%	35.678,785 413.10%	34.356,046 405.10%	36.248,930 362.20%	37.303,201 301.80%	39.058,133 386.20%	300.00%

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

9,485,800 8,806,379 9,485,800 10,020,449 9,659,471 9,687,400

CITY OF DEERFIELD BEACH, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CITY CONTRIBUTIONS - FIRE PENSION FUND LAST EIGHT FISCAL YEARS

Year Ended September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Actual Contribution as a % of Covered Payroll
2014	\$ 5,842,802	\$ 5,842,802	\$ --	\$ 9,687,400	60.31%
2015	5,789,681	5,789,681	--	9,628,949	60.13%
2016	5,727,617	5,727,617	--	9,412,235	60.85%
2017	5,662,208	5,662,208	--	9,659,471	58.62%
2018	5,911,574	5,926,407	(14,833)	10,020,449	59.14%
2019	6,606,969	6,606,969	--	9,485,800	69.65%
2020	6,720,388	6,720,388	--	8,806,379	76.31%
2021	6,856,235	6,856,235	--	8,417,851	81.45%

Methods and assumptions used to determine rates:

Actuarial valuation date	10/1/2020
Notes	Actuarially determined contribution are calculated as of October 1, one year prior to the end of the fiscal year in which contributions are reported.
Actuarial cost method	Entry age
Amortization method	Level dollar, closed
Remaining amortization period	15 years
Asset valuation method	5-year smoothed market
Inflation	2.00%
Salary increases	5.2% to 11%, including inflation
Investment rate of return	7.50%
Mortality	From July 1, 2019 and 2020 FRS special risk valuation

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

CITY OF DEERFIELD BEACH, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS POLICE PENSION PLAN LAST SEVEN FISCAL YEARS

Measurement Date, September 30,	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability							
Interest	\$ 4,019,827	\$ 4,043,732	\$ 3,836,745	\$ 3,410,810	\$ 3,359,275	\$ 3,459,881	\$ 3,367,750
Changes of benefit terms	1,146,116	3,072,186	--	--	--	2,326,603	--
Share plan allocation	537,969	539,589	469,049	451,648	421,602	359,314	338,294
Differences between expected and actual experience	(667,007)	(1,730,593)	58,615	332,132	223,166	(515,319)	--
Changes in assumption	1,608,577	726,498	712,839	7,201,737	3,535,687	--	--
Benefit payments, including refunds of employee contributions	(5,116,472)	(5,069,748)	(4,860,289)	(4,826,660)	(4,838,890)	(4,749,759)	(4,585,732)
Net Change in Total Pension Liability	1,529,010	1,581,664	216,959	6,569,667	2,700,840	880,720	(879,688)
Total Pension Liability, Beginning	63,255,619	61,673,955	61,456,996	54,887,329	52,186,489	51,305,769	52,185,457
Total Pension Liability, Ending (a)	64,784,629	63,255,619	61,673,955	61,456,996	54,887,329	52,186,489	51,305,769
Plan Fiduciary Net Position							
Contributions							
Employer	\$ 2,218,557	\$ 2,160,331	\$ 2,149,466	\$ 2,166,053	\$ 1,908,777	\$ 1,944,572	\$ 1,779,355
State	743,420	745,040	674,500	657,100	627,053	564,765	543,745
Net investment income (loss)	1,478,014	455,951	3,950,827	4,742,331	3,436,195	952,079	3,324,844
Benefit payments, including refunds of employee contributions	(5,116,472)	(5,069,748)	(4,860,289)	(4,826,660)	(4,838,890)	(4,749,759)	(4,585,732)
Administrative expense	(74,855)	(85,121)	(85,887)	(92,815)	(96,419)	(97,436)	(71,170)
Net Change in Plan Fiduciary Net Position	(751,336)	(1,793,547)	1,828,617	2,646,009	1,036,716	(1,385,779)	991,042
Plan Fiduciary Net Position, Beginning	41,388,895	43,182,442	41,353,825	38,707,816	37,671,100	39,056,879	38,065,837
Plan Fiduciary Net Position, Ending (b)	\$ 40,637,559	\$	\$	\$	\$	\$	\$
City's Net Pension Liability - Ending [(a)-(b)]	\$ 24,147,070	\$	\$	\$	\$	\$	\$
Net Position as a Percentage of the Total Pension Liability	62.70%	65.40%	70.00%	67.30%	70.50%	72.20%	76.10%
Covered Payroll	41,388,895	43,182,442	41,353,825	38,707,816	37,671,100	39,056,879	N/A
	21,866,724	18,491,513	20,103,171	16,179,513	14,515,389	12,248,890	

(*) - Not applicable as this is a frozen plan with no active members

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

CITY OF DEERFIELD BEACH, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CITY CONTRIBUTIONS - POLICE PENSION FUND LAST EIGHT FISCAL YEARS

Year Ended September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll*	Actual Actual Contribution as a % of Covered Payroll
2014	\$ 1,984,806	\$ 1,984,806	\$ --	N/A	N/A
2015	2,150,023	2,150,023	--	N/A	N/A
2016	2,114,228	2,114,229	(1)	N/A	N/A
2017	2,371,504	2,371,505	--	N/A	N/A
2018	2,354,917	2,354,917	--	N/A	N/A
2019	2,365,782	2,365,782	--	N/A	N/A
2020	2,424,008	2,424,008	--	N/A	N/A
2021	2,541,348	2,541,348	--	N/A	N/A

(*) - Not applicable as this is a frozen plan with no active members

Methods and assumptions used to determine rates:

Actuarial valuation date	10/1/2020
Notes	Actuarially determined contribution are calculated as of October 1, one year prior to the end of the fiscal year in which contributions are reported.
Actuarial cost method	Entry age normal
Amortization method	Level dollar, closed
Remaining amortization period	The lesser of 20 years and the average future lifetime of the inactive participants
Asset valuation method	Restricted to 80% - 120% of market value, obtained by smoothing three years' past differences between actual investment earnings and assumed investment return, then adding this number on the current market value.
Inflation	N/A
Salary increases	N/A
Investment rate of return	6.50% compounded annually, net of investment related expenses
Retirement age	N/A
Mortality	Healthy Lives: Female: PubS.H-2010 (Above Median) for Healthy Retirees, set forward one year. Male: PubS.H-2010 (Above Median) for Healthy Retirees, set forward one year. Disabled Lives: 80% PubG.H-2010 for Disabled Retirees / 20% PubS.H- 2010 for Disabled Retirees.

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CITY OF DEERFIELD BEACH, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS NON-UNIFORMED PENSION PLAN LAST SEVEN FISCAL YEARS

Measurement Date, September 30,	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability							
Service cost	\$ 27,504	\$ 70,591	\$ 75,770	\$ 70,710	\$ 66,123	\$ 77,233	\$ 78,741
Interest	3,753,624	4,047,412	4,144,079	4,221,714	4,325,572	4,161,337	4,289,889
Differences between expected and actual experience	(385,909)	(2,011,107)	26,603	348,056	612,743	528,068	--
Changes in assumption	--	882,797	--	2,822	3,377,835	1,187,719	--
Benefit payments, including refunds of employee contributions	(5,560,896)	(5,571,956)	(5,672,502)	(5,842,352)	(5,917,598)	(5,826,053)	(5,786,184)
Net Change in Total Pension Liability	(2,165,677)	(2,582,263)	(1,426,050)	(1,199,050)	2,464,675	128,304	(1,417,554)
Total Pension Liability, Beginning	<u>57,953,296</u>	<u>60,535,559</u>	<u>61,961,609</u>	<u>63,160,659</u>	<u>60,695,984</u>	<u>60,567,680</u>	<u>61,985,234</u>
Total Pension Liability, Ending (a)	<u>55,787,619</u>	<u>57,953,296</u>	<u>60,535,559</u>	<u>61,961,609</u>	<u>63,160,659</u>	<u>60,695,984</u>	<u>60,567,680</u>
Plan Fiduciary Net Position							
Contributions							
Employer and state	\$ 1,412,726	\$ 1,546,408	\$ 1,645,642	\$ 1,595,214	\$ 1,543,620	\$ 1,713,421	\$ 1,721,000
Member	7,415	20,200	27,199	28,361	27,643	26,457	33,417
Net investment income (loss)	2,224,559	2,195,349	3,924,126	5,041,747	4,169,121	(330,924)	5,519,418
Benefit payments, including refunds of employee contributions	(5,560,896)	(5,571,956)	(5,672,502)	(5,842,352)	(5,917,598)	(5,826,053)	(5,786,184)
Administrative expense	(95,014)	(103,212)	(96,927)	(96,331)	(102,723)	(101,412)	(93,157)
Net Change in Plan Fiduciary Net Position	(2,011,210)	(1,913,211)	(172,462)	726,639	(279,937)	(4,518,511)	1,394,494
Plan Fiduciary Net Position, Beginning	<u>53,689,057</u>	<u>55,602,268</u>	<u>55,774,730</u>	<u>55,048,091</u>	<u>55,328,028</u>	<u>59,846,539</u>	<u>58,452,045</u>
Plan Fiduciary Net Position, Ending (b)	<u>\$ 51,677,847</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
City's Net Pension Liability - Ending [(a)-(b)]	<u>\$ 4,109,772</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
Net Position as a Percentage of the Total Pension Liability	<u>92.60%</u>	<u>92.60%</u>	<u>91.90%</u>	<u>90.00%</u>	<u>87.20%</u>	<u>91.20%</u>	<u>98.80%</u>
Covered Payroll	<u>\$ 53,689,057</u> <u>82,388</u> <u>4,264,239</u>	<u>\$ 55,602,268</u> <u>4,933,291</u>	<u>\$ 55,774,730</u> <u>6,186,879</u>	<u>\$ 55,048,091</u> <u>8,112,568</u>	<u>\$ 55,328,028</u> <u>5,367,956</u>	<u>\$ 59,846,539</u> <u>721,141</u>	<u>\$</u> <u>194.20%</u>
Net Pension Liability (Asset) as a Percentage of Covered Payroll	<u>4988.30%</u>	<u>1325.20%</u>	<u>1632.40%</u>	<u>1963.30%</u>	<u>2641.30%</u>	<u>1300.40%</u>	<u>194.20%</u>

321,771 302,211 315,122 307,142 412,795 371,300

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CITY OF DEERFIELD BEACH, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CITY CONTRIBUTIONS - NON-UNIFORMED PENSION FUND LAST EIGHT FISCAL YEARS

Year Ended September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll*	Actual Actual Contribution as a % of Covered Payroll
2014	\$ 1,721,000	\$ 1,721,000	\$ --	\$ 371,300	463.51%
2015	1,713,421	1,713,421	--	412,795	415.08%
2016	1,543,620	1,543,620	--	307,142	502.58%
2017	1,595,214	1,595,214	--	315,122	506.22%
2018	1,645,642	1,645,642	--	302,211	544.53%
2019	1,546,408	1,546,408	--	321,771	480.59%
2020	1,412,726	1,412,726	--	82,388	1714.72%
2021	1,372,990	1,372,990	--	80,855	1698.09%

Methods and assumptions used to determine rates:

Actuarial valuation date	10/1/2020
Notes	Actuarially determined contribution are calculated as of October 1, one year prior to the end of the fiscal year in which contributions are reported.
Actuarial cost method	Entry age normal cost, with amortization periods for new bases lowered by one year each year going forward
Amortization method	Level dollar, closed
Remaining amortization period	70 years
Asset valuation method	4-year smoothed market
Inflation	2.00%
Salary increases	6% per year from valuation date to the assumed retirement age
Investment rate of return	6.00%
Retirement age	Age 64 with 10 years of service or age 55 with 25 years of service
Mortality	Healthy pre-retirement mortality rates: PUB-2010 Headcount Weighted General Below Median Employee tables, generationally projected from year 2010 using Scale MP-2018, set back 1 year for males.

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CITY OF DEERFIELD BEACH, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

**SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY -
FLORIDA RETIREMENT SYSTEM (FRS) PENSION PLAN
LAST SIX YEARS**

	Measurement Date June 30,					
	2021	2020	2019	2018	2017	2016
City's proportion of the net pension liability	<u>0.00202%</u>	<u>0.00227%</u>	<u>0.00237%</u>	<u>0.00228%</u>	<u>0.00223%</u>	<u>0.00211%</u>
City's proportionate share of the net pension liability	<u>\$ 152,858</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
City's covered payroll	<u>\$ 167,455</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
City's proportionate share of the net pension liability as a percentage of City's covered payroll	<u>91.28%</u>	<u>572.71%</u>	<u>472.37%</u>	<u>411.31%</u>	<u>405.30%</u>	<u>365.50%</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>984,503</u> <u>0.00%</u> <u>171,904</u>	<u>815,338</u> <u>78.85%</u> <u>172,607</u>	<u>688,321</u> <u>82.61%</u> <u>167,347</u>	<u>660,640</u> <u>82.48%</u> <u>163,001</u>	<u>533,351</u> <u>83.89%</u> <u>145,925</u>	<u>840.00%</u>

**SCHEDULE OF THE CITY'S CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM (FRS) PENSION PLAN
LAST SIX YEARS**

	Measurement Date September 30,					
	2021	2020	2019	2018	2017	2016
Contractually required FRS contribution	<u>\$ 77,089</u>	<u>\$ 75,472</u>	<u>\$ 73,410</u>	<u>\$ 73,052</u>	<u>\$ 70,230</u>	<u>\$ 61,648</u>
FRS contribution in relation to the contractually required contribution	<u>77,089</u>	<u>75,472</u>	<u>73,410</u>	<u>73,052</u>	<u>70,230</u>	<u>61,648</u>
Contribution deficiency (excess)	<u>\$ --</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
City's covered payroll	<u>\$ 167,028</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
FRS contribution as a percentage of covered payroll	<u>46.15%</u>	<u>43.96%</u>	<u>42.25%</u>	<u>43.65%</u>	<u>43.23%</u>	<u>42.25%</u>

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171,689

173,754

167,347

162,463

145,929

CITY OF DEERFIELD BEACH, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY - HEALTH INSURANCE SUBSIDY (HIS) PENSION PLAN LAST SIX YEARS

	Measurement Date June 30,					
	2021	2020	2019	2018	2017	2016
City's proportion of the net pension liability	<u>0.000492%</u>	<u>0.000495%</u>	<u>0.000516%</u>	<u>0.000512%</u>	<u>0.002233%</u>	<u>0.002112%</u>
City's proportionate share of the net pension liability	<u>\$ 60,391</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
City's covered payroll	<u>\$ 167,455</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
City's proportionate share of the net pension liability as a percentage of City's covered payroll	<u>36.06%</u>	<u>35.18%</u>	<u>33.46%</u>	<u>32.40%</u>	<u>33.55%</u>	<u>37.63%</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>60,478</u> <u>0.00%</u> <u>171,904</u>	<u>57,747</u> <u>3.00%</u> <u>172,607</u>	<u>54,214</u> <u>2.63%</u> <u>167,347</u>	<u>54,680</u> <u>1.63%</u> <u>163,001</u>	<u>54,911</u> <u>1.64%</u> <u>145,925</u>	<u>54,911</u> <u>0.97%</u> <u>56,700</u>

SCHEDULE OF THE CITY'S CONTRIBUTIONS HEALTH INSURANCE SUBSIDY (HIS) PENSION PLAN LAST SIX YEARS

	Measurement Date September 30,					
	2021	2020	2019	2018	2017	2016
Contractually required HIS contribution	<u>\$ 2,894</u>	<u>\$ 2,854</u>	<u>\$ 2,866</u>	<u>\$ 1,491</u>	<u>\$ 1,186</u>	<u>\$ 1,041</u>
HIS contribution in relation to the contractually required contribution	<u>2,894</u>	<u>2,854</u>	<u>2,866</u>	<u>1,491</u>	<u>1,186</u>	<u>1,041</u>
Contribution deficiency (excess)	<u>\$ --</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
City's covered payroll*	<u>\$ 167,028</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
HIS contribution as a percentage of covered payroll	<u>1.73%</u>	<u>1.66%</u>	<u>1.65%</u>	<u>0.89%</u>	<u>0.73%</u>	<u>0.71%</u>

* Amounts are the same for both periods because no change in employees or salary for past two years

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CITY OF DEERFIELD BEACH, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CHANGES IN THE CITY'S TOTAL OPEB LIABILITY AND RELATED RATIOS LAST FOUR YEARS

	Measurement Date, September 30			
	2020	2019	2018	2017
Total OPEB Liability				
Service cost	\$ 1,605,611	\$ 1,487,838	\$ 3,203,104	\$ 3,021,796
Interest	1,178,082	1,138,573	2,753,484	2,490,545
Changes of benefit terms	--	--	(26,256,835)	--
Differences between expected and actual experience	(3,348,371)	--	(24,830,544)	--
Changes in assumptions	(2,956,680)	333,616	1,419,623	(5,077,191)
Benefit payments, including refunds of employee contributions	<u>(1,506,155)</u>	<u> </u>	<u> </u>	<u> </u>
Net Change in Total OPEB Liability	(5,027,513)	1,565,439	(46,237,363)	(1,616,058)
Total OPEB Liability, Beginning	<u>32,048,148</u>	<u>30,482,709</u>	<u>76,720,072</u>	<u>78,336,130</u>
Total OPEB Liability, Ending	<u>\$ 27,020,635 (1,394,588)</u>	<u>\$ (2,526,195)</u>	<u>\$ 30,482,709 (2,051,208)</u>	<u>\$ </u>
Covered Employee Payroll	<u>\$ 20,782,600</u>	<u>\$ </u>	<u>\$ 21,293,411</u>	<u>\$ </u>
Total OPEB Liability as a Percentage of City Covered Employee Payroll	<u>130.00%</u> <u>32,048,148</u>	<u>142.00%</u> <u> </u>	<u>143.20%</u> <u>76,720,072</u>	<u>321.60%</u> <u> </u>

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22,571,016

23,857,562

**COMBINING AND INDIVIDUAL FUND FINANCIAL
STATEMENTS AND SCHEDULES**

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

Road and Bridge Tax Fund – to account for the proceeds from motor fuel tax revenues that are restricted to the maintenance and acquisition of roads and bridges.

Community Development Block Grant (“CDBG”) Fund – to account for federal proceeds which are restricted as to the objectives of community development and revitalization.

State Housing Initiative Partnership (“SHIP”) Grant Fund – to account for State funds received for providing assistance to very low, low and moderate-income households in becoming first time homebuyers or in rehabilitating their existing homes.

Miscellaneous Grants Fund – to account for federal, state and county monies restricted to expenditures for projects and programs which are outlined in the individual grant agreements.

Parking Deviation Fund – to account for impact fees collected from property owners, which fees are earmarked for construction of parking facilities within those areas from which the fees were collected.

General Trust Fund – to account for funds received as donations, which have been restricted as to expenditures for specified purposes.

Target Area Trust Fund – to account for monies collected from code violation fines and which have been designated for the rehabilitation of the Target Area within the City.

Beautification and Landscape Trust Fund – to account for tree removal fees, fines and private contributions designated for the preservation of trees within the City.

Crime Prevention Trust Fund – to account for penalties assessed on the violation of local ordinances, which funds are used to increase public awareness and acquire crime prevention tools such as informational brochures, audio visual aids and training of police officers and civilians involved in crime awareness and prevention.

Impact Fees Fund - to account for impact fees collected on new residential and commercial construction within the City.

Law Enforcement Trust Fund - a revolving fund established to account for a portion of the proceeds from the sale of property seized from illegal drug-related activities. Funds may be expended to defray certain qualified law enforcement costs.

Nuisance Abatement Assessment Fund - to account for fees collected for abating the nuisance condition of certain properties.

NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)

DEBT SERVICE FUNDS

Debt Service Funds are used to account for resources accumulated and payments made for principal and interest on long-term debt of governmental funds.

General Obligation Debt Service Fund – to accumulate monies for payment of Series 2000A, and 2012 Florida Municipal Loan Council Revenue bonds, and Series 2018 Construction Revenue Bonds.

CAPITAL GRANTS PROJECTS FUNDS

Capital Grants Capital Projects Fund - used to account for the acquisition and construction of major capital improvements that are financed by grants from federal, state and local agencies.

PERMANENT FUNDS

Permanent Funds are used to report resources that are legally restricted to the extent that only earnings, not principal, may be used for purposes that support the reporting government's programs.

Perpetual Care Permanent Fund – to account for money received for the purpose of providing perpetual care for the City's cemeteries.

CITY OF DEERFIELD BEACH, FLORIDA

COMBINING BALANCE SHEET NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2021

	Special Revenue Funds	General Obligation Debt Service Fund	Capital Grants Projects Fund	Perpetual Care Permanent Fund	Total Nonmajor Governmental Funds
Assets					
Cash and cash equivalents	\$ 8,217,087	\$ --	\$ --	\$ 332,376	\$ 8,549,463
Investments	132,956	--	--	113,052	246,008
Restricted cash and cash equivalents	61,440	--	--	--	61,440
Restricted investments	--	4,755,772	--	1,236,100	5,991,872
Receivables, net of allowances:					
Accounts	2,962	--	--	255	3,217
Interest	230	6,535	--	2,820	9,585
Due from other funds	1,303,111	--	--	--	1,303,111
Due from other governments	910,983	--	--	--	910,983
Total Assets	<u>\$ 10,628,769</u>	<u>\$ 4,762,307</u>	<u>\$ --</u>	<u>\$ 1,684,603</u>	<u>\$ 17,075,679</u>
Liabilities					
Accounts payable	\$ 1,029,581	\$ --	\$ --	\$ --	\$ 1,029,581
Accrued payroll	30,145	--	--	--	30,145
Due to other funds	370,168	644,399	3,476	--	1,018,043
Due to other Government	19,285	--	--	--	19,285
Unearned revenue	25,000	--	--	--	25,000
Total Liabilities	<u>1,474,179</u>	<u>644,399</u>	<u>3,476</u>	<u>--</u>	<u>2,122,054</u>
Deferred Inflows of Resources					
Unavailable revenue	602,125	--	--	--	602,125
Fund Balances					
Nonspendable	--	--	--	1,684,603	1,684,603
Restricted	8,588,198	4,117,908	--	--	12,706,106
Assigned	--	--	--	--	--
Unassigned	(35,733)	--	(3,476)	--	(39,209)
Total Fund Balances	<u>8,552,465</u>	<u>4,117,908</u>	<u>(3,476)</u>	<u>1,684,603</u>	<u>14,351,500</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 10,628,769</u>	<u>\$ 4,762,307</u>	<u>\$ --</u>	<u>\$ 1,684,603</u>	<u>\$ 17,075,679</u>

CITY OF DEERFIELD BEACH, FLORIDA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES NONMAJOR GOVERNMENTAL FUNDS

YEAR ENDED SEPTEMBER 30, 2021

	Special Revenue Funds	General Obligation Debt Service Fund	Capital Grants Projects Fund	Perpetual Care Permanent Fund	Total Nonmajor Governmental Funds
Revenues					
Local option gas tax	\$ 1,282,238	\$ --	\$ --	\$ --	\$ 1,282,238
Local business taxes/permits	4,715,302	--	--	--	4,715,302
Intergovernmental	2,185,391	--	--	--	2,185,391
Charges for services	145,735	--	--	--	145,735
Fines and forfeitures	338,656	--	--	--	338,656
Impact fees	244,801	--	--	--	244,801
Investment earnings	151	12,258	--	38,861	51,270
Miscellaneous:					
Cemetery plot sales	--	--	--	153,195	153,195
Donations/contributions	128,807	--	--	--	128,807
Administrative fees	430,139	--	--	--	430,139
Other	1,471,073	--	--	--	1,471,073
Total Revenues	<u>10,942,293</u>	<u>12,258</u>	<u>--</u>	<u>192,056</u>	<u>11,146,607</u>
Expenditures					
Current:					
Economic environment	2,682,376	--	--	--	2,682,376
Public safety	4,522,177	--	--	--	4,522,177
Human services	31,780	--	--	--	31,780
Physical environment	4,575	--	--	--	4,575
Transportation	1,869,839	--	--	--	1,869,839
Culture and recreation	27,875	--	--	--	27,875
Capital outlay	147,225	--	--	--	147,225
Debt service:					
Principal	--	1,627,061	--	--	1,627,061
Interest and other fiscal charges	--	3,430,999	--	--	3,430,999
Total Expenditures	<u>9,285,847</u>	<u>5,058,060</u>	<u>--</u>	<u>--</u>	<u>14,343,907</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>1,656,446</u>	<u>(5,045,802)</u>	<u>--</u>	<u>192,056</u>	<u>(3,197,300)</u>
Other Financing Uses					
Transfers in	--	4,910,798	--	--	4,910,798
Transfers out	(2,404,511)	--	--	--	(2,404,511)
Total Other Financing Sources (Uses)	<u>(2,404,511)</u>	<u>4,910,798</u>	<u>--</u>	<u>--</u>	<u>2,506,287</u>
Net Change in Fund Balances	(748,065)	(135,004)	--	192,056	(691,013)
Fund Balances - Beginning	<u>9,300,530</u>	<u>4,252,912</u>	<u>(3,476)</u>	<u>1,492,547</u>	<u>15,042,513</u>
Fund Balance - Ending	<u>\$ 8,552,465</u>	<u>\$ 4,117,908</u>	<u>\$ (3,476)</u>	<u>\$ 1,684,603</u>	<u>\$ 14,351,500</u>

CITY OF DEERFIELD BEACH, FLORIDA

COMBINING BALANCE SHEET NONMAJOR SPECIAL REVENUE FUNDS

SEPTEMBER 30, 2021

	Building Permits Fund	Road and Bridge Tax Fund	CDGB Fund	SHIP Grant Fund	Miscellaneous Grants Fund	Parking Deviation Fund
Assets						
Cash and cash equivalents	\$ 1,273,284	\$ 494,599	\$ --	\$ 65,342	\$ 807,393	\$ 82,768
Investments	--	132,956	--	--	--	--
Restricted cash and cash equivalents	--	--	--	--	--	--
Receivables, net of allowances						
Accounts	--	--	--	--	--	--
Interest	--	230	--	--	--	--
Due from other funds	--	1,303,111	--	--	--	--
Due from other governments	--	161,944	406,125	--	342,914	--
Total Assets	<u>\$ 1,273,284</u>	<u>\$ 2,092,840</u>	<u>\$ 406,125</u>	<u>\$ 65,342</u>	<u>\$ 1,150,307</u>	<u>\$ 82,768</u>
Liabilities						
Accounts payable	\$ 729,834	\$ 74,406	\$ 71,832	\$ 3,881	\$ 130,495	\$ --
Accrued payroll	4,606	25,539	--	--	--	--
Due to other funds	--	--	197,535	--	117,480	--
Due to other Government	19,285	--	--	--	--	--
Unearned revenue	--	--	--	--	25,000	--
Total Liabilities	<u>753,725</u>	<u>99,945</u>	<u>269,367</u>	<u>3,881</u>	<u>272,975</u>	<u>--</u>
Deferred Inflows of Resources						
Unavailable revenue	--	--	172,491	--	429,634	--
Fund Balances						
Restricted	519,559	1,992,895	--	61,461	447,698	82,768
Assigned	--	--	--	--	--	--
Unassigned	--	--	(35,733)	--	--	--
Total Fund Balances	<u>519,559</u>	<u>1,992,895</u>	<u>(35,733)</u>	<u>61,461</u>	<u>447,698</u>	<u>82,768</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 1,273,284</u>	<u>\$ 2,092,840</u>	<u>\$ 406,125</u>	<u>\$ 65,342</u>	<u>\$ 1,150,307</u>	<u>\$ 82,768</u>

CITY OF DEERFIELD BEACH, FLORIDA

COMBINING BALANCE SHEET NONMAJOR SPECIAL REVENUE FUNDS

SEPTEMBER 30, 2021

General Trust Fund	Impact Fees Fund	Target Area Trust Fund	Beautification and Landscape Trust Fund	Crime Prevention Trust Fund	Law Enforcement Trust Fund	Nuisances Abatement Assessment Fund	Total Nonmajor Special Revenue Funds
\$ 1,570,632	\$ 1,871,558	\$ 1,265,681	\$ 643,201	\$ 76,397		\$ 66,232	\$ 8,217,087
-	--	--	--	--	--	--	132,956
--	--	--	--	--	61,440	--	61,440
--	--	--	--	--	2,962	--	2,962
--	--	--	--	--	--	--	230
--	--	--	--	--	--	--	1,303,111
--	--	--	--	--	--	--	910,983
<u>\$ 1,570,632</u>	<u>\$ 1,871,558</u>	<u>\$ 1,265,681</u>	<u>\$ 643,201</u>	<u>\$ 76,397</u>	<u>\$ 64,402</u>	<u>\$ 66,232</u>	<u>\$ 10,628,769</u>
\$ 12,923	\$ --	\$ --	\$ --	\$ --	\$ --	\$ 6,210	\$ 1,029,581
--	--	--	--	--	--	--	30,145
--	--	--	--	--	55,153	--	370,168
--	--	--	--	--	--	--	19,285
--	--	--	--	--	--	--	25,000
<u>12,923</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>55,153</u>	<u>6,210</u>	<u>1,474,179</u>
--	--	--	--	--	--	--	602,125
1,557,709	1,871,558	1,265,681	643,201	76,397	9,249	60,022	8,588,198
--	--	--	--	--	--	--	--
--	--	--	--	--	--	--	(35,733)
<u>1,557,709</u>	<u>1,871,558</u>	<u>1,265,681</u>	<u>643,201</u>	<u>76,397</u>	<u>9,249</u>	<u>60,022</u>	<u>8,552,465</u>
<u>\$ 1,570,632</u>	<u>\$ 1,871,558</u>	<u>\$ 1,265,681</u>	<u>\$ 643,201</u>	<u>\$ 76,397</u>	<u>\$ 64,402</u>	<u>\$ 66,232</u>	<u>\$ 10,628,769</u>

CITY OF DEERFIELD BEACH, FLORIDA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES NONMAJOR SPECIAL REVENUE FUNDS

SEPTEMBER 30, 2021

	Building Permits Fund	Road and Bridge Tax Fund	CDGB Fund	SHIP Grant Fund	Miscellaneous Grants Fund	Parking Deviation Fund
Revenues						
Local option gas tax	\$ --	\$ 1,282,238	\$ --	\$ --	\$ --	\$ --
Local business taxes/permits	4,715,302	--	--	--	--	--
Intergovernmental	--	495,404	1,185,748	310,121	194,118	--
Charges for services	11,115	--	--	--	--	--
Fines and forfeitures	--	--	--	--	--	--
Impact fees	--	--	--	--	--	--
Investment earnings	--	151	--	--	--	--
Miscellaneous:	--	--	--	--	--	--
Donations/contributions	--	--	--	--	--	--
Administrative fees	--	430,139	--	--	--	--
Other	--	--	--	--	1,471,073	--
Total Revenues	<u>4,726,417</u>	<u>2,207,932</u>	<u>1,185,748</u>	<u>310,121</u>	<u>1,665,191</u>	<u>--</u>
Expenditures						
Current:						
Economic environment	--	--	1,070,051	371,059	1,241,266	--
Public safety	4,458,216	--	--	--	--	--
Human services	--	--	31,780	--	--	--
Physical environment	--	--	--	--	--	--
Transportation	--	1,869,839	--	--	--	--
Culture and recreation	--	--	--	--	--	--
Capital outlay	--	102,926	--	--	44,299	--
Total Expenditures	<u>4,458,216</u>	<u>1,972,765</u>	<u>1,101,831</u>	<u>371,059</u>	<u>1,285,565</u>	<u>--</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>268,201</u>	<u>235,167</u>	<u>83,917</u>	<u>(60,938)</u>	<u>379,626</u>	<u>--</u>
Other Financing Uses						
Transfers out	(2,343,876)	--	(60,635)	--	--	--
Total Other Financing Sources (Uses)	<u>(2,343,876)</u>	<u>--</u>	<u>(60,635)</u>	<u>--</u>	<u>--</u>	<u>--</u>
Net Change in Fund Balances	<u>(2,075,675)</u>	<u>235,167</u>	<u>23,282</u>	<u>(60,938)</u>	<u>379,626</u>	<u>--</u>
Fund Balances - Beginning	<u>2,595,234</u>	<u>1,757,728</u>	<u>(59,015)</u>	<u>122,399</u>	<u>68,072</u>	<u>82,768</u>
Fund Balance - Ending	<u>\$ 519,559</u>	<u>\$ 1,992,895</u>	<u>\$ (35,733)</u>	<u>\$ 61,461</u>	<u>\$ 447,698</u>	<u>\$ 82,768</u>

CITY OF DEERFIELD BEACH, FLORIDA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES NONMAJOR SPECIAL REVENUE FUNDS

SEPTEMBER 30, 2021

General Trust Fund	Impact Fees Fund	Target Area Trust Fund	Beautification and Landscape Trust Fund	Crime Prevention Trust Fund	Law Enforcement Trust Fund	Nuisances Abatement Assessment Fund	Total Nonmajor Special Revenue Funds
\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ 1,282,238
--	--	--	--	--	--	--	4,715,302
--	--	--	--	--	--	--	2,185,391
71,724	--	--	62,896	--	--	--	145,735
--	--	261,646	--	146	64,402	12,462	338,656
--	244,801	--	--	--	--	--	244,801
--	--	--	--	--	--	--	151
--	--	--	--	--	--	--	--
121,457	--	--	--	7,350	--	--	128,807
--	--	--	--	--	--	--	430,139
--	--	--	--	--	--	--	1,471,073
193,181	244,801	261,646	62,896	7,496	64,402	12,462	10,942,293
--	--	--	--	--	--	--	2,682,376
--	--	--	--	6,526	--	57,435	4,522,177
--	--	--	--	--	--	--	31,780
--	--	--	4,575	--	--	--	4,575
--	--	--	--	--	--	--	1,869,839
27,875	--	--	--	--	--	--	27,875
--	--	--	--	--	--	--	147,225
27,875	--	--	4,575	6,526	--	57,435	9,285,847
165,306	244,801	261,646	58,321	970	64,402	(44,973)	1,656,446
--	--	--	--	--	--	--	(2,404,511)
--	--	--	--	--	--	--	(2,404,511)
165,306	244,801	261,646	58,321	970	64,402	(44,973)	(748,065)
1,392,403	1,626,757	1,004,035	584,880	75,427	(55,153)	104,995	9,300,530
\$ 1,557,709	\$ 1,871,558	\$ 1,265,681	\$ 643,201	\$ 76,397	\$ 9,249	\$ 60,022	\$ 8,552,465

CITY OF DEERFIELD BEACH, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES BUDGET (NON-GAAP BASIS) AND ACTUAL ROAD AND BRIDGE TAX FUND

YEAR ENDED SEPTEMBER 30, 2021

	<u>Budgeted Amounts</u>		(Budgetary Basis) Actual Amounts	Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>		
Revenues				
Local option gas tax	\$ 1,234,205	\$ 1,234,205	\$ 1,282,238	\$ 48,033
Transit surtax	3,033,107	3,033,107	--	(3,033,107)
Intergovernmental	480,019	480,019	495,404	15,385
Investment earnings	5,000	5,000	151	(4,849)
Administrative fees	430,139	430,139	430,139	--
Total Revenues	<u>5,182,470</u>	<u>5,182,470</u>	<u>2,207,932</u>	<u>(2,974,538)</u>
Expenditures				
Current:				
Transportation	4,797,854	4,797,854	1,869,839	(2,928,015)
Capital outlay	465,041	465,041	102,926	(362,115)
Total Expenditures	<u>5,262,895</u>	<u>5,262,895</u>	<u>1,972,765</u>	<u>(3,290,130)</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(80,425)</u>	<u>(80,425)</u>	<u>235,167</u>	<u>315,592</u>
Appropriation of Prior Year Fund Balance	<u>80,425</u>	<u>80,425</u>	<u>--</u>	<u>(80,425)</u>
Net Change in Fund Balances	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 235,167</u>	<u>\$ 235,167</u>

CITY OF DEERFIELD BEACH, FLORIDA

**STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
BUDGET (NON-GAAP BASIS) AND ACTUAL
COMMUNITY DEVELOPMENT BLOCK GRANT FUND**

YEAR ENDED SEPTEMBER 30, 2021

	<u>Budgeted Amounts</u>		(Budgetary Basis) Actual Amounts	Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>		
Revenues				
Intergovernmental	\$ 690,707	\$ 690,707	\$ 1,185,748	\$ 495,041
Total Revenues	<u>690,707</u>	<u>690,707</u>	<u>1,185,748</u>	<u>495,041</u>
Expenditures				
Current:				
Economic environment	643,360	643,360	1,070,051	426,691
Human services	72,930	72,930	31,780	(41,150)
Capital outlay	<u>163,993</u>	<u>163,993</u>	<u>--</u>	<u>(163,993)</u>
Total Expenditures	<u>880,283</u>	<u>880,283</u>	<u>1,101,831</u>	<u>221,548</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(189,576)</u>	<u>(189,576)</u>	<u>83,917</u>	<u>273,493</u>
Other Financing Sources (Uses)				
Transfers out	<u>(65,211)</u>	<u>(65,211)</u>	<u>(60,635)</u>	<u>4,576</u>
Net Change in Fund Balances	<u>\$ (254,787)</u>	<u>\$ (254,787)</u>	<u>\$ 23,282</u>	<u>\$ 278,069</u>

CITY OF DEERFIELD BEACH, FLORIDA

COMBINING STATEMENT OF FIDUCIARY NET POSITION PENSION TRUST FUNDS

SEPTEMBER 30, 2021

	Firefighters' Pension Fund	Police Pension Fund	Non- Uniform Pension	Total Pension Trust Funds
Assets				
Investments:				
Money market funds	\$ 3,095,579	\$ 1,700,561	\$ 1,295,006	\$ 6,091,146
Fixed income	26,882,077	4,992,034	--	31,874,111
U.S. government and agency securities	13,544,967	4,727,331	7,904,423	26,176,721
Equity securities	83,884,806	29,526,391	32,450,173	145,861,370
Corporate bonds	4,111,195	1,735,051	7,118,523	12,964,769
Real estate funds	21,712,082	6,989,820	5,013,640	33,715,542
Self directed DROP accounts	2,403,070	--	--	2,403,070
Hedge fund	879,011	--	3,007,716	3,886,727
Total investments	<u>156,512,787</u>	<u>49,671,188</u>	<u>56,789,481</u>	<u>262,973,456</u>
Receivables:				
Interest and dividends	82,149	33,072	101,303	216,524
Due from participants	--	7,552	--	7,552
Contributions receivable (employer)	61,331	--	--	61,331
Pending trades	127,079	--	84,935	212,014
Total receivables	<u>270,559</u>	<u>40,624</u>	<u>186,238</u>	<u>497,421</u>
Total Assets	<u>156,783,346</u>	<u>49,711,812</u>	<u>56,975,719</u>	<u>263,470,877</u>
Liabilities				
Accounts payable	--	128,859	81,507	210,366
Accounts payable - purchase of investments	<u>391,898</u>	<u>300,116</u>	<u>23,819</u>	<u>715,833</u>
Total Liabilities	<u>391,898</u>	<u>428,975</u>	<u>105,326</u>	<u>926,199</u>
Deferred Inflow	<u>--</u>	<u>--</u>	<u>50,804</u>	<u>50,804</u>
Net Position Restricted for Pension Benefits				
Total Net Position Restricted for Pension Benefits	<u>\$ 156,391,448</u>	<u>\$ 49,282,837</u>	<u>\$ 56,819,589</u>	<u>\$ 262,493,874</u>

CITY OF DEERFIELD BEACH, FLORIDA

**COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
PENSION TRUST FUNDS**

YEAR ENDED SEPTEMBER 30, 2021

	Firefighters' Pension Fund	Police Pension Fund	Non- Uniform Pension	Total Pension Trust Funds
Additions				
Contributions:				
Employer	\$ 6,299,087	\$ 2,335,897	\$ 1,372,990	\$ 10,007,974
Plan members	757,673	--	7,277	764,950
Chapter	557,148	738,278	--	1,295,426
Total contributions	<u>7,613,908</u>	<u>3,074,175</u>	<u>1,380,267</u>	<u>12,068,350</u>
Investment earnings:				
Interest and dividend revenue	3,334,625	2,091,555	1,275,263	6,701,443
Net appreciation in the fair value of investments	<u>28,676,079</u>	<u>8,832,803</u>	<u>8,259,412</u>	<u>45,768,294</u>
Total investment earnings	32,010,704	10,924,358	9,534,675	52,469,737
Less: investment expense	<u>(417,811)</u>	<u>(185,564)</u>	<u>(346,850)</u>	<u>(950,225)</u>
Net investment earnings	<u>31,592,893</u>	<u>10,738,794</u>	<u>9,187,825</u>	<u>51,519,512</u>
Miscellaneous	<u>--</u>	<u>228</u>	<u>28,671</u>	<u>28,899</u>
Total Additions	<u>39,206,801</u>	<u>13,813,197</u>	<u>10,596,763</u>	<u>63,616,761</u>
Deductions				
Benefit payments	8,755,521	4,569,021	5,351,359	18,675,901
DROP distributions	3,336,186	--	--	3,336,186
Share account distributions	135,947	532,827	--	668,774
Administrative expenses	<u>214,337</u>	<u>66,071</u>	<u>103,662</u>	<u>384,070</u>
Total Deductions	<u>12,441,991</u>	<u>5,167,919</u>	<u>5,455,021</u>	<u>23,064,931</u>
Change in Net Position	26,764,810	8,645,278	5,141,742	40,551,830
Net Position Restricted for Pension Benefits -				
Beginning of Year	<u>129,626,638</u>	<u>40,637,559</u>	<u>51,677,847</u>	<u>221,942,044</u>
End of Year	<u>\$ 156,391,448</u>	<u>\$ 49,282,837</u>	<u>\$ 56,819,589</u>	<u>\$ 262,493,874</u>

STATISTICAL SECTION

STATISTICAL SECTION

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STATISTICAL SECTION (CONTINUED)

(UNAUDITED)

This is part of the City of Deerfield Beach's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information reflect about the City's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the City's most significant local revenue, property tax. Information about water and sewer rates is also included.

Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt as well as the City's ability to issue additional debt.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial statements relate to the services that the City provides as well as the activities that the City performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

CITY OF DEERFIELD BEACH, FLORIDA

NET POSITION BY COMPONENT

LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING)

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Governmental Activities										
Net investment in capital assets	\$ 65,038,801	\$ 63,275,945	\$ 65,413,462	\$ 66,878,760	\$ 68,098,733	\$ 64,215,625	\$ 61,201,885	\$ 57,468,114	\$ 58,120,088	\$ 54,762,079
Restricted	22,837,174	21,765,881	21,139,007	80,502,274	10,712,284	9,614,790	7,853,503	9,663,870	10,058,524	12,470,310
Unrestricted (deficit)	(49,937,888)	(56,699,883)	(60,647,204)	(143,581,097)	(33,718,932)	(28,967,707)	(31,131,872)	(615,504)	(4,979,499)	(4,231,887)
Total Governmental Activities Net Position	<u>\$ 37,938,087</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
Business-type Activities										
Net investment in capital assets	\$ 49,443,126	\$ 58,857,747	\$ 34,510,573	\$ 52,967,087	\$ 51,774,904	\$ 56,362,887	\$ 52,525,476	\$ 50,924,663	\$ 48,869,742	\$ 48,786,203
Restricted	1,193,510	1,178,354	--	45,092,065	1,834,565	1,834,718	1,760,856	743,838	743,838	743,836
Unrestricted	28,341,943	25,905,265	3,820,003	8,011,660	44,862,708	37,923,516	60,516,480	63,699,113	63,000,502	28,999,074
	<u>18,919,626</u>	<u>18,593,835</u>	<u>3,820,003</u>	<u>8,011,660</u>	<u>29,117,078</u>	<u>26,713,892</u>	<u>31,335,603</u>	<u>33,335,797</u>	<u>32,233,021</u>	<u>28,999,074</u>
Total Business-type Activities Net Position	<u>\$ 69,556,262</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
Primary Government										
Net investment in capital assets	\$ 114,481,927	\$ 122,133,692	\$ 42,931,897	\$ 119,845,847	\$ 119,873,637	\$ 120,578,512	\$ 113,727,361	\$ 108,392,777	\$ 106,989,830	\$ 103,548,282
Restricted	24,030,684	22,944,235	173,140	82,341,441	12,546,849	11,449,508	9,614,359	10,407,708	10,802,362	13,214,146
Unrestricted	18,629,936	47,836,576	62,817,914	87,226,347	84,911,497	83,821,935	85,004,298	81,846,601	78,529,113	24,767,187
	<u>(31,018,262)</u>	<u>(38,106,048)</u>	<u>14,026,546</u>	<u>(135,569,437)</u>	<u>(4,601,854)</u>	<u>(2,253,813)</u>	<u>403,731</u>	<u>32,720,293</u>	<u>27,253,522</u>	<u>24,767,187</u>
Total Primary Government Net Position	<u>\$ 107,494,349</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
	106,971,879	57,131,583	66,617,851	127,818,632	129,774,205	123,745,451	151,520,778	145,045,714	141,529,615	

CITY OF DEERFIELD BEACH, FLORIDA

CHANGES IN NET POSITION

LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING)

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Expenses										
Governmental activities:										
General government	\$ 14,174,978	\$ 13,200,897	\$ 10,139,309	\$ 13,858,877	\$ 18,833,091	\$ 15,971,447	\$ 14,043,751	\$ 12,353,311	\$ 11,821,874	\$ 12,612,575
Economic environment	4,293,606	3,006,189	1,831,573	3,255,195	2,421,264	2,770,154	1,746,288	2,832,290	1,981,715	959,617
Public safety	73,254,510	75,166,877	67,759,892	72,209,952	65,353,492	59,621,417	56,811,183	55,555,149	52,604,329	50,047,068
Human services	2,026,671	2,258,427	352,258	3,415,404	2,847,032	2,836,456	2,382,915	2,159,042	2,136,865	2,140,927
Physical environment	6,700,678	6,966,270	3,903,291	7,561,665	5,780,265	4,952,451	6,311,645	3,974,644	4,978,883	4,050,701
Transportation	4,464,749	5,683,850	5,293,134	4,863,339	4,527,599	4,047,654	4,125,562	3,375,247	2,906,127	2,502,148
Culture and recreation	5,740,552	5,717,348	4,525,216	7,398,066	5,992,978	5,846,869	3,728,135	4,032,285	4,358,166	5,394,983
Interest on long-term debt	3,683,713	3,369,738	3,614,126	2,317,478	1,884,325	1,895,608	1,921,214	2,807,078	3,024,834	1,878,627
Total Governmental Activities Expenses	114,339,457	115,369,596	97,418,799	114,879,976	107,640,046	97,942,056	91,070,693	87,089,046	83,812,793	79,586,646
Business-type activities:										
Water and sewer utility	24,516,242	24,985,197	24,088,048	26,719,702	26,341,135	25,282,502	23,570,064	22,210,582	20,899,520	20,048,897
Solid waste	14,883,574	21,697,597	15,522,046	17,109,044	17,163,860	15,712,131	14,468,169	13,849,313	14,354,330	13,613,964
Stormwater utility	1,100,143	926,581	1,222,265	--	--	--	--	--	--	--
Total Business-type Activities Expenses	40,499,959	47,609,375	40,832,359	43,828,746	43,504,995	40,994,633	38,038,233	36,059,895	35,253,850	33,662,861
Total Primary Government Expenses	154,839,416	162,978,971	138,251,158	158,708,722	151,145,041	138,936,689	129,108,926	123,148,941	119,066,643	113,249,507
Program Revenues										
Governmental activities:										
Charges for services:				--	--	--	--	--	--	--
General government	9,476,546	10,448,831	10,484,542	4,289,131	4,439,989	4,757,881	4,291,549	540,328	878,655	1,855,406
Public safety	25,092,920	22,395,951	23,921,809	26,114,265	25,350,237	21,932,165	23,802,373	20,615,778	16,737,515	15,661,078
Human services	77	196,219	84,130	100,229	56,573	50,140	10,020	29,316	12,699	327,856
Physical environment	172,293	350,471	634,542	343,511	183,105	189,872	355,326	286,215	185,794	1,191,226
Transportation	2,691,836	1,978,435	2,441,655	2,572,664	2,689,914	2,566,791	2,537,022	1,829,159	1,677,235	1,633,553
Culture and recreation	1,323,813	1,045,270	1,643,719	1,707,368	2,161,352	3,078,829	2,113,288	1,907,505	1,699,851	1,347,634
Operating grants and contributions:										
General government	6,359,000	5,879,144	5,551,403	5,521,769	4,803,382	6,690,084	4,941,733	6,253,912	7,588,761	5,813,834
Capital grants and contributions:	--	--	--	689,982	2,616,764	2,374,178	348,392	285,142	1,630,221	2,330,864
Total Governmental Activities	45,116,485	42,294,321	44,811,800	41,338,919	42,301,316	41,639,940	38,399,703	31,747,355	30,410,731	30,161,451
Business-type activities:										
Charges for services:										
Water and sewer	23,889,173	23,932,893	27,394,983	25,729,905	25,556,346	24,908,850	25,296,809	24,754,868	24,651,018	24,250,089
Solid waste	17,392,321	17,456,238	17,770,995	16,754,407	15,832,628	15,327,755	14,748,707	14,626,474	15,441,291	14,701,713
Stormwater utility	2,183,627	2,233,083	2,117,203	--	--	--	--	--	--	--
BUS-operating grants and contributions	71,705	126,990	--	--	--	--	--	--	--	--
Capital grants and contributions	--	--	--	--	--	--	--	45,899	111,699	27,539
Total Business-type Activities	43,536,826	43,749,204	47,283,181	42,484,312	41,787,274	40,236,605	40,109,968	39,427,241	40,204,008	38,979,341
Total Primary Government Program Revenues	88,653,311	86,043,525	92,094,981	83,823,231	84,088,590	81,876,545	78,509,671	71,174,596	70,614,739	69,140,792
Net (Expense) Revenue				398,300		64,452				
Governmental activities	(69,222,972)	(73,075,275)	(52,606,999)	(73,541,057)	(65,338,730)	(56,302,116)	(52,670,990)	(55,341,691)	(53,402,062)	(49,425,195)
Business-type activities	3,036,867	(3,860,171)	6,450,822	(1,344,434)	(1,717,721)	(758,028)	2,071,735	3,367,346	4,950,158	5,316,480
Total Primary Government Net Expense	\$ (66,186,105)	\$ (70,911,446)	\$ (46,156,177)	\$ (74,885,491)	\$ (67,056,451)	\$ (57,068,641)	\$ (50,600,255)	\$ (51,974,345)	\$ (48,451,904)	\$ (44,108,715)

CITY OF DEERFIELD BEACH, FLORIDA

CHANGES IN NET POSITION (CONTINUED)

**LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)**

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes:										
Property taxes	\$ 51,262,337	\$ 48,309,392	\$ 45,215,722	\$ 42,852,391	\$ 39,732,879	\$ 37,603,317	\$ 35,512,381	\$ 33,750,761	\$ 28,188,611	\$ 27,073,004
Utility taxes	8,694,445	8,421,784	8,709,365	8,429,194	8,307,025	8,074,781	7,976,554	7,907,567	7,343,575	6,705,240
Sales taxes	5,670,300	4,803,143	5,321,474	5,384,431	5,062,149	5,413,109	4,875,615	4,648,145	4,394,070	4,123,936
Franchise taxes	8,267,024	7,365,570	7,840,494	7,622,049	7,648,226	7,795,465	6,832,413	8,867,645	8,959,809	8,652,572
Motor fuel taxes	1,282,239	1,203,827	1,427,609	1,418,558	1,416,578	1,491,230	1,353,883	1,318,433	1,285,882	1,289,074
Alcoholic beverage/mobile home license taxes	87,244	86,107	85,214	86,067	96,204	85,980	96,892	55,777	48,407	52,419
Intergovernmental	2,483,335	1,715,329	1,983,976	2,065,013	1,987,520	1,868,658	1,804,085	1,622,476	1,471,496	1,072,777
Unrestricted investment earnings	165,996	1,325,584	2,403,213	894,912	279,975	207,623	85,147	56,617	64,333	39,677
Miscellaneous revenues	492,195	2,128,836	1,454,295	2,187,154	730,852	380,032	1,797,415	166,676	166,419	176,178
Transfers	411,171									
Total Governmental Activities	78,816,286	75,514,783	74,712,323	71,246,468	65,261,408	63,241,308	60,605,278	58,394,097	51,922,602	48,707,690
Business-type activities:					321,113				(477,187)	
Unrestricted investment earnings	47,444	708,666	1,112,080	493,611	237,770	168,703	59,880	55,312	45,401	27,383
Miscellaneous revenues	155,211	270,961	306,699	--	--	270,893	(46,381)	--	--	--
Transfers	(411,171)			--			--			
Total Business-type Activities	(361,402)	631,105	841,119	186,912	(68,929)	(152,410)	(257,394)	(209,649)	(1,632,670)	504,570
Total Primary Government	78,454,884	76,145,888	75,553,442	71,433,380	65,192,479	63,088,898	60,347,884	58,184,448	50,289,932	49,212,260
	(155,211)	(270,961)	(306,699)	(306,699)	(321,113)	(270,893)	(264,961)	(1,678,071)		
Changes in Net Position									477,187	
Governmental activities	9,593,314	2,439,508	22,105,324	(2,294,589)	(77,322)	6,939,192	7,934,288	3,052,406	(1,479,460)	(717,505)
Business-type activities	2,675,465									
Total Primary Government	\$ 12,268,779	\$	\$	\$	\$	\$	\$	\$	\$	\$
	(3,229,066)	7,291,941	(1,157,522)	(1,786,650)	(910,438)	1,814,341	3,157,697	3,317,488	5,821,050	
		29,397,265	(3,452,111)	(1,863,972)	6,028,754	9,748,629	6,210,103	1,838,028	5,103,545	
	(789,558)									

CITY OF DEERFIELD BEACH, FLORIDA

GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE

LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING)

Fiscal Year	Property Tax	Utility Taxes	Sales Taxes	Franchise Taxes	Local Option Gas Tax	Alcoholic Beverage/ Mobile Home License Taxes	Total
2012	\$ 27,073,004	\$ 6,705,240	\$ 4,123,936	\$ 8,652,572	\$ 1,289,074	\$ 52,419	\$ 47,896,245
2013	28,188,611	7,343,575	4,394,070	8,959,809	1,285,882	48,407	50,220,354
2014	33,750,761	7,907,567	5,934,513	8,867,645	1,318,433	55,777	57,834,696
2015	35,512,381	7,976,554	4,875,615	6,832,413	1,353,883	96,892	56,647,738
2016	37,603,317	8,074,781	6,393,307	7,639,677	1,491,230	85,980	61,288,292
2017	39,732,879	8,307,025	5,062,149	7,648,226	1,416,578	96,204	62,263,061
2018	42,852,391	8,429,194	6,677,330	7,622,049	1,418,558	86,067	67,085,589
2019	45,215,722	8,709,365	5,321,474	7,840,494	1,427,609	85,214	68,599,878
2020	48,309,392	8,421,784	4,803,143	7,365,570	1,203,827	86,107	70,189,823
2021	51,262,337	8,694,445	5,670,300	8,267,024	1,282,239	87,244	75,263,589

CITY OF DEERFIELD BEACH, FLORIDA

FUND BALANCES OF GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
General Fund										
Non-spendable	\$ 355,872	\$ 402,789	\$ 231,158	\$ 700,972	\$ 441,359	\$ 245,932	\$ 211,331	\$ 663,995	\$ 696,001	\$ 705,590
Assigned to:	4,704,811	9,543,562	8,848,378	8,291,753	8,057,917	7,855,937	7,028,371	4,502,471	4,193,717	4,600,367
Unassigned	<u>35,043,050</u>	<u>21,664,616</u>	<u>17,617,916</u>	<u>17,968,892</u>	<u>16,400,894</u>	<u>16,512,401</u>	<u>11,631,572</u>	<u>8,781,650</u>	<u>2,823,003</u>	<u>1,711,253</u>
Total General Fund	<u>\$40,103,733</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
All Other Governmental Funds										
Unreserved, reported in:										
Non-spendable	\$ 1,684,603	\$ 1,492,547	\$ 1,408,008	\$ 1,408,008	\$ 1,657,455	\$ 1,066,318	\$ 1,251,701	\$ 1,240,498	\$ 1,229,499	\$ 1,217,499
Restricted	35,610,967	26,601,453	26,356,017	24,300,084	22,614,378	18,875,474	13,328,156	17,303,614	26,844,034	12,280,648
Assigned	5,258,898	2,341,276	--	--	--	--	--	--	--	--
Unassigned	<u>(39,209)</u>	<u>(208,849)</u>	<u>(164,575)</u>	<u>(164,575)</u>	<u>(294,146)</u>	<u>(284,862)</u>	<u>(231,284)</u>	<u>(181,733)</u>	<u>101,767</u>	<u>(245,058)</u>
Total All Other Governmental Funds	<u>\$50,173,867</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
	50,326,429	50,599,517	50,599,517	13,680,697	13,044,605	12,343,670	18,362,379	24,175,320	13,253,089	

CITY OF DEERFIELD BEACH, FLORIDA
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Revenues										
Property taxes	\$ 51,262,337	\$ 48,309,392	\$ 45,215,722	\$ 42,852,391	\$ 39,732,879	\$ 37,603,317	\$ 35,512,396	\$ 28,291,130	\$ 27,771,349	\$ 34,252,646
Sales and use taxes	6,965,726	6,179,244	6,725,332	6,677,330	6,374,461	6,790,747	6,221,255	5,565,280	5,432,787	5,165,731
Fire assessment fees	13,534,043	13,687,279	11,288,253	11,026,863	11,041,726	11,068,185	11,007,913	8,491,262	8,371,764	8,090,526
Franchise fees	8,267,025	7,365,570	7,840,494	7,622,049	7,648,226	7,795,465	8,447,210	8,959,809	8,704,150	9,584,608
Utility taxes	8,694,445	8,421,784	8,709,365	8,429,194	8,307,025	8,074,781	7,976,554	7,343,575	6,705,240	--
Local option gas tax	1,282,238	1,203,827	1,427,609	1,418,558	1,416,578	1,491,230	1,353,883	1,285,882	1,289,074	1,283,545
Alcoholic beverage/mobile home license taxes	87,244	86,107	85,214	--	--	--	--	--	--	--
Local business taxes/permits	5,004,356	7,344,457	7,535,466	4,951,256	5,432,035	4,202,781	4,674,337	3,006,077	2,906,324	2,567,037
Intergovernmental	5,771,003	6,632,289	3,494,173	5,838,827	7,000,870	5,058,080	5,058,080	8,753,280	7,380,901	6,779,390
Charges for services	10,227,471	9,005,717	10,050,895	9,998,883	10,275,886	9,674,471	9,785,012	8,236,329	7,476,283	8,098,203
Fines and forfeitures	1,491,805	1,770,589	1,325,231	1,529,006	1,484,146	1,830,841	1,726,615	911,536	1,031,508	1,246,585
Impact fees	244,801	664,558	457,807	138,626	244,612	176,954	--	--	--	--
Investment earnings	165,996	1,325,584	2,403,213	894,911	279,974	207,695	85,191	64,333	39,677	78,154
Miscellaneous	12,032,341	9,497,112	10,600,470	9,244,581	9,424,423	9,085,943	17,030,831	6,870,128	7,651,004	5,918,709
Total Revenues	125,030,831	121,493,509	117,159,244	110,622,475	108,662,841	103,060,490	108,879,277	87,778,621	84,760,061	83,065,134
Expenditures										
General government	14,173,917	14,636,010	16,796,303	16,637,413	20,379,141	18,083,088	21,977,441	15,510,007	15,483,228	16,674,774
Economic environment	4,278,742	3,457,681	2,832,044	2,782,544	2,121,390	2,770,158	1,821,340	2,964,052	2,113,478	1,250,183
Public safety	71,241,015	71,277,001	68,763,739	65,048,696	61,789,116	60,100,777	58,670,678	54,809,205	51,659,751	48,742,790
Human services	1,948,179	2,520,942	2,832,728	2,915,117	2,436,525	2,197,031	2,842,242	2,154,433	2,081,504	2,085,353
Physical environment	5,984,005	6,138,135	7,361,321	7,265,038	6,160,397	4,843,967	6,845,708	3,518,440	4,334,094	3,263,916
Transportation	2,542,517	2,497,918	2,398,753	2,902,618	2,795,435	2,812,545	2,737,514	2,292,118	1,850,040	1,574,080
Culture and recreation	4,110,789	4,624,314	5,725,177	5,507,911	4,603,199	3,975,250	3,658,093	2,997,052	3,504,151	4,600,545
Capital outlay	5,418,970	7,700,899	5,434,535	2,885,587	2,885,587	4,717,906	5,872,209	5,770,037	6,176,331	9,607,475
Debt service:										
Principal retirement	3,723,045	2,653,195	2,564,594	2,745,479	2,725,773	2,520,002	2,504,085	2,606,667	2,285,825	2,285,825
Interest and fiscal charges	3,680,619	3,673,954	4,026,808	2,101,051	2,150,785	2,048,017	2,063,110	2,710,837	2,208,582	1,908,170
Fiscal agent fees and other fees	--	--	--	--	--	--	--	--	332,013	--
Total Expenditures	117,101,798	119,180,049	118,736,002	110,791,454	108,047,348	104,068,741	108,992,420	95,434,905	92,028,997	91,993,111
Excess of Revenues Over (Under) Expenditures	7,929,033	2,313,460	(1,576,758)	(168,979)	615,493	(1,008,251)	(113,143)	2,057,716	(7,268,936)	(8,927,977)
Other Financing Sources (Uses)										
Transfers in	7,726,482	8,686,107	6,425,237	6,896,744	7,316,052	6,843,592	6,966,774	7,517,606	10,647,167	4,954,400
Transfers out	(7,315,311)	(8,530,897)	6,154,275	6,590,045	7,009,353	6,552,479	6,695,875	7,252,645	8,969,096	4,971,176
Premiums on bonds issued	--	--	--	5,826,066	--	--	--	--	1,125,416	--
Proceeds from refunded bonds	--	--	--	--	--	--	--	--	(14,282,254)	--
Bonds and notes issued	--	--	--	36,155,000	--	--	--	--	34,860,000	--
Bonds and notes issued	--	--	--	36,155,000	--	--	--	--	--	--
CARES act funds	--	1,374,764	--	--	--	--	--	--	--	--
Capital lease proceeds	--	--	--	--	--	--	--	--	--	--
Total Other Financing Sources (Uses)	411,171	3,368,596	12,579,512	91,622,855	14,325,405	13,396,071	13,662,649	14,770,251	41,319,425	9,925,576
Net Change in Fund Balances	\$ 8,340,204	\$ 838,622	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --
Debt Service as a Percentage of										
Non-Capital Expenditures	3.21%	3.15%	3.46%	1.95%	2.04%	2.02%	1.94%	3.02%	2.82%	2.11%

5,682,056

11,002,754

91,453,876

14,940,898

12,387,820

13,549,506

7,113,967

34,050,489

997,599

125

CITY OF DEERFIELD BEACH, FLORIDA

GENERAL GOVERNMENTAL TAX REVENUES BY SOURCE

LAST TEN FISCAL YEARS (MODIFIED ACCRUAL BASIS OF ACCOUNTING)

Fiscal Year	Property Taxes	Utility Service Taxes	Sales Taxes	Franchise Taxes	Local Option Gas Tax	Alcoholic Beverage/ Mobile Home License Taxes	Total
2012	\$27,771,349	\$ 6,705,240	\$ 5,432,787	\$ 8,704,150	\$ 1,289,074	\$ 52,419	\$49,955,019
2013	28,291,130	7,343,575	5,565,280	8,959,809	1,285,882	48,407	51,494,083
2014	33,750,761	7,907,567	5,934,513	8,867,645	1,318,433	55,777	57,834,696
2015	35,512,396	7,976,554	4,875,615	6,832,413	1,353,883	96,892	56,647,753
2016	37,603,317	8,074,781	6,393,307	7,639,677	1,377,907	85,980	61,174,969
2017	39,732,879	8,307,025	6,374,461	7,648,226	1,416,578	96,204	63,575,373
2018	42,852,391	8,429,194	6,677,330	7,622,049	1,418,558	86,067	67,085,589
2019	45,215,722	8,709,365	6,725,332	7,840,494	1,427,609	85,214	70,003,736
2020	48,309,392	8,421,784	6,179,244	7,365,570	1,203,827	86,107	71,565,924
2021	51,251,890	7,190,501	4,691,707	6,038,244	1,055,335	80,104	70,307,781

CITY OF DEERFIELD BEACH, FLORIDA

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY

LAST TEN FISCAL YEARS

Fiscal Year Ending September 30,	Real Property ⁽¹⁾	Personal Property	Less Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value ⁽¹⁾	Taxable Assessed Value as a Percentage of Actual Taxable Value
2012	\$ 6,085,548,562	\$ 392,877,631	\$ 1,636,113,175	\$ 4,842,313,018	5.7688	\$ 7,629,719,059	63.466%
2013	6,068,817,518	389,788,094	1,614,924,968	4,843,680,644	5.7688	7,605,089,169	63.690%
2014	6,282,449,796	398,719,587	1,673,533,699	5,007,635,684	6.7688	7,864,092,199	63.677%
2015	6,965,511,494	402,157,090	2,064,034,621	5,303,633,963	6.7688	8,646,548,680	61.338%
2016	7,575,534,000	428,708,115	2,347,582,606	5,656,659,509	6.6688	9,388,030,664	60.254%
2017	8,307,953,360	439,084,367	2,667,289,990	6,079,747,737	6.5007	10,961,317,366	55.465%
2018	8,926,809,490	449,468,620	1,425,792,130	7,950,485,980	6.5007	11,710,313,829	67.893%
2019	9,581,418,870	452,285,512	1,952,768,762	8,080,935,620	6.4810	12,993,128,014	62.194%
2020	10,703,956,100	456,247,845	1,536,709,678	9,623,494,267	6.3560	12,993,128,014	74.066%
2021	11,310,071,470	496,696,461	1,572,158,502	10,234,609,429	6.1416	13,755,438,418	74.404%

Note: Assessed values are determined as of January 1st for each fiscal year.

⁽¹⁾ Real Property is assessed at 88% and Personal Property is assessed at 55%

Source: Broward County, Florida Property Appraiser

CITY OF DEERFIELD BEACH, FLORIDA

DIRECT AND OVERLAPPING PROPERTY TAX RATES

LAST TEN FISCAL YEARS

Fiscal Year Ending September 30,	City of Deerfield Beach			Overlapping Rates										
				County			School District			North	South Florida	Florida	Total Direct	
	Debt			Debt			Debt			Broward	Water	Inland	and	
	Operating	Service	City	Operating	Service	County	Operating	Service	School	Children's	Hospital	Management	Navigation	Overlapping
	Millage	Millage	Millage	Millage	Millage	Millage	Millage	Millage	Millage	Services	District	District	District	Rates
2012	5.1865	0.5832	5.7697	5.1860	0.3670	5.5530	7.4180	--	7.4180	0.4789	1.8750	0.4363	0.0345	21.5654
2013	5.1856	0.5832	5.7688	5.2576	0.2954	5.5530	7.4560	--	7.4560	0.4902	1.8564	0.4289	0.0345	21.5878
2014	6.2317	0.5371	6.7688	5.44	0.2830	5.7230	7.4800	--	7.4800	0.4882	1.7554	0.411	0.0345	22.6609
2015	6.2745	0.4943	6.7688	5.4584	0.2646	5.7230	7.4380	--	7.4380	0.4882	1.5939	0.3842	0.0345	22.4306
2016	6.1949	0.4739	6.6688	5.4741	0.2489	5.7230	7.2030	0.0710	7.2740	0.4882	1.4425	0.3551	0.0320	21.9836
2017	6.0493	0.4514	6.5007	5.4474	0.2216	5.6690	6.8360	0.0703	6.9063	0.4882	1.3462	0.3307	0.0320	21.2731
2018	6.0981	0.4026	6.5007	5.4623	0.2067	5.6690	6.4740	0.0654	6.5394	0.4882	1.2483	0.3100	0.0320	20.7876
2019	6.1267	0.3740	6.5007	5.4792	0.1898	5.6690	6.2750	0.1279	6.4029	0.4882	1.0855	0.2936	0.0320	20.4719
2020	6.0018	0.3542	6.3560	5.4999	0.1691	5.6690	6.4140	0.9120	7.3260	0.4882	1.1469	0.2675	0.0320	21.2856
2021	6.0018	0.3107	6.3125	5.5134	0.1556	5.6690	6.3180	0.1441	6.4621	0.4699	1.2770	0.2675	0.0320	20.4900

Source: Broward County, Florida Property Appraiser

CITY OF DEERFIELD BEACH, FLORIDA

PRINCIPAL PROPERTY TAX PAYERS

CURRENT YEAR AND NINE YEARS AGO

	2021				2012			
	Taxable Assessed Valuation	Taxes	Rank	Percentage of Total Taxes Levied	Taxable Assessed Valuation	Taxes	Rank	Percentage of Total Taxes Levied
Florida Power & Light Co.	90,647,091	--	1	1.59	51,888,407	--	3	1.07%
Publix Super Markets Inc.	88,876,010	\$ --	2	1.56	\$ --	\$ --	-	
SCG Atlas Deercreek 11 LLC %	87,857,770	--	3	1.54	64,621,890	--	1	1.33%
Deerfield Beach ES Hotel LLC	69,909,930	--	4	1.23	--	--	-	
Weingarten Realty Investors	68,967,696	--	5	1.21	42,701,760	--	4	0.88%
Quiet Waters Business Park LLC %	60,549,640	--	6	1.06	41,236,190	--	6	0.85%
Hillsboro Technology Center LLC	54,200,640	--	7	0.95	--	--	-	
Land TR	45,996,422	--	8	0.81	--	--	-	
EQR-Waterways LLC	45,929,210	--	9	0.81	32,522,483	--	9	0.67%
Crown Diversified Ind Corp	41,427,745	--	10	0.73	--	--	-	
City National Bank of FL TRSTE	--	--	-	-	58,471,609	--	2	1.21%
CP Deerfield LLC	--	--	-	-	42,551,670	--	5	0.88%
City National Bank of Florida	--	--	-	-	40,260,191	--	7	0.83%
Florida Land Holdings LLC TR	--	--	-	-	29,831,040	--	10	0.62%
News & Sun Sentinel	--	--	-	-	37,297,365	--	8	0.77%
Totals	\$ 654,362,154	\$			\$ 441,382,605	\$		

Source: Broward County Records, Taxes and Treasury Division

Broward County, Florida Property Appraiser

11.50

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9.11%

CITY OF DEERFIELD BEACH, FLORIDA

PROPERTY TAX LEVIES AND COLLECTIONS

LAST TEN FISCAL YEARS

Fiscal Year Ending September 30,	Tax Roll Year	Tax Levies	Collected within the Fiscal Year of the Levy		Delinquent Tax Collections*	Total Collections to Date	
			Amount	Percentage of Levies		Amount	Percentage of Levy
2012	2011	\$ 27,996,499	\$ 27,771,349	99.20%	\$ 36,493	\$ 27,807,842	99.33%
2013	2012	28,007,125	26,185,412	93.50%	362,795	26,548,207	94.79%
2014	2013	31,263,431	29,869,364	95.54%	(113,030) *	29,756,334	95.18%
2015	2014	33,333,975	32,924,554	98.77%	(121,127) *	32,803,427	98.41%
2016	2015	35,102,340	34,887,089	99.39%	47,214	34,934,303	99.52%
2017	2016	39,631,940	37,991,955	95.86%	62,509	38,054,464	96.02%
2018	2017	42,810,803	40,940,537	95.63%	860,484	41,801,021	97.64%
2019	2018	46,146,136	44,107,935	95.58%	912,471	45,020,406	97.56%
2020	2019	45,040,154	44,481,393	98.76%	1,324,546	45,805,939	101.70%
2021	2020	46,740,320	46,096,554	98.62%	1,239,938	47,336,492	101.28%

Delinquent tax collections are recognized when received. Amounts not collected as of the applicable fiscal year end have been fully reserved and are not reported in the basic financial statements.

* Negative amount represents refund of prior year's taxes as a result of decision by Broward County Value Adjustment Board.

Source: Broward County, Florida Revenue Collector

CITY OF DEERFIELD BEACH, FLORIDA

WATER SOLD BY TYPE OF CUSTOMER

LAST TEN FISCAL YEARS (IN THOUSANDS OF GALLONS)

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Residential - Single Family	\$ 838,760	\$ 827,172	\$ 794,050	\$ 796,740	\$ 853,859	\$ 790,967	\$ 784,548	\$ 745,569	\$ 772,444	\$ 747,798
Residential - Multi-Family	894,770	710,714	663,433	753,441	763,095	1,006,073	1,084,878	1,063,107	1,123,024	1,063,976
Commercial	539,279	518,004	540,127	596,111	546,010	592,708	554,552	532,985	557,271	513,810
Irrigation	517,839	538,558	596,566	578,262	579,577	520,962	548,671	556,219	551,942	505,949
Hydrants	10,264	1,113	8,862	5,102	7,988	793				
Total	\$ 2,800,912	\$	\$	\$	\$	\$	\$ 2,982,444	\$ 2,898,225	\$ 3,004,779	\$
Total Direct Rate Per 1,000 Gallons	\$ 5.35	\$ 5.84	\$ 6.41	\$ 5.47	\$ 2.65	\$ 2.65	\$ 2.65	\$ 2.65	\$ 2.65	\$ 2.65
						9,795			44	
							345	98		
Source: City of Deerfield Beach, Department of Financial Services	2,595,561	2,603,038	2,729,656	2,750,529	2,911,503				2,831,577	

CITY OF DEERFIELD BEACH, FLORIDA

WATER AND SEWER RATES

LAST TEN FISCAL YEARS

Fiscal Year Ending September 30,	Water		Sewer	
	Monthly Base Rate		Monthly Base Rate	
2012	\$ 15.00	\$ 2.65	\$ 10.98	\$ 2.71
2013	15.00	2.65	10.98	2.71
2014	15.00	2.65	10.98	2.71
2015	15.00	2.65	10.98	2.71
2016	15.00	2.65	10.98	2.71
2017	15.00	2.65	10.98	2.71
2018	15.00	2.65	10.98	2.71
2019	15.00	2.65	10.98	2.71
2020	15.00	2.65	10.98	2.71
2021	15.00	2.65	10.98	2.71

Note: Rates are based on 3/4" meter, which is the standard household meter size.

Source: City of Deerfield Beach, Customer Service

CITY OF DEERFIELD BEACH, FLORIDA

RATIOS OF OUTSTANDING DEBT BY TYPE

LAST TEN FISCAL YEARS

Fiscal Year	Governmental Activities			Business-type Activities			Total Primary Government	Percentage of Personal Income	Per Capita	Population	Personal Income
	General Obligation Bonds	Covenant Bonds	Capital Leases	Water and Sewer Bonds	Capital Leases	Loans and Notes					
2012	\$ 22,369,937	\$ 12,670,000	\$ 479,369	\$ 15,426,772	\$ 2,607,256	\$ 17,798,020	\$ 71,351,354	4.02%	934	76,389	\$ 1,776,923,000
2013	21,128,368	25,265,000	231,996	14,827,383	1,760,609	16,388,471	79,601,827	4.33%	1041	76,473	1,836,793,000
2014	19,797,105	24,140,000	80,981	14,938,143	1,087,825	14,196,426	74,240,480	4.06%	960	77,361	1,829,286,000
2015	18,533,690	22,980,000	--	14,042,421	639,800	14,196,426	70,392,337	3.96%	918	76,662	1,779,325,000
2016	17,295,290	21,785,000	1,665,572	12,839,802	3,042,143	12,498,150	69,125,957	3.77%	890	77,659	1,834,539,000
2017	16,977,148	20,921,705	1,296,968	12,112,720	831,697	10,884,734	63,024,972	3.34%	793	78,042	1,852,951,000
2018	15,073,185	51,265,000	951,425	11,397,243	610,114	9,246,973	88,543,940	3.78%	1127	78,573	2,343,754,000
2019	14,262,255	56,186,812	601,070	10,595,004	9,696,445	7,579,659	98,921,245	4.79%	1244	79,497	2,066,445,000
2020	12,877,338	55,153,304	3,458,318	9,678,126	10,309,198	5,882,575	97,358,859	4.18%	1124	81,066	2,179,216,212
2021	11,785,277	53,662,414	2,250,967	8,733,448	9,880,254	4,165,505	90,477,865	3.87%	1048	86,339	2,335,728,967

Source: City of Deerfield Beach, Financial Services Department

CITY OF DEERFIELD BEACH, FLORIDA

RATIOS OF GENERAL BONDED DEBT OUTSTANDING

LAST TEN FISCAL YEARS

Fiscal Year	General Obligations Bonds	Less: Amounts Available in Debt Service Funds	Total	Percentage of Actual Taxable Value	Per Capita
2012	\$ 22,369,937	\$ 290,782	\$ 22,079,155	0.29%	\$ 289.04
2013	2,112,836	2,539,617	(426,781)	0.24%	243.00
2014	19,797,105	2,513,964	17,283,141	0.22%	223.00
2015	18,533,690	2,534,573	15,999,117	0.19%	209.00
2016	17,295,290	2,400,835	14,894,455	0.18%	223.00
2017	16,977,148	2,440,501	14,536,647	0.17%	207.00
2018	15,073,185	6,507,301	8,565,884	0.10%	140.00
2019	14,262,255	4,537,565	9,724,690	0.08%	122.00
2020	12,877,338	4,252,912	8,624,426	0.07%	108.00
2021	11,785,277	4,117,908	7,667,369	0.10%	89.00

Source: City of Deerfield Beach, Financial Services Department

CITY OF DEERFIELD BEACH, FLORIDA

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

AS OF SEPTEMBER 30, 2021

	Debt Outstanding ⁽¹⁾	Estimated Percentage Applicable	Estimated Share of Overlapping Debt ⁽²⁾
Direct Debt			
General obligation bonds	\$ 11,785,277	100.00%	\$ 11,785,277
Covenant bonds ⁽³⁾	53,662,414	100.00%	53,662,414
Capital leases	<u>2,222,334</u>	100.00%	<u>2,222,334</u>
Total Direct Debt	<u>67,670,025</u>		<u>67,670,025</u>
Overlapping Debt			
School Board of Broward County, Florida:			
Certificates of participation	1,319,468	0.06%	818
Capital leases	<u>89,344</u>	0.06%	<u>55</u>
Subtotal, Overlapping Debt	<u>1,408,812</u>		<u>873</u>
Total Direct Debt and Overlapping Debt	<u>\$ 69,078,837</u>		<u>\$ 67,670,898</u>

(1) Debt outstanding data provided by each government unit.

(2) Overlapping debt includes only general obligation debt secured by ad valorem taxes as of September 30, 2021.

(3) \$4,350,000 of covenant bonds are secured by and payable from the Florida Power and Light Company electric franchise fees. The remaining balance of covenant bonds are payable from all governmental activities revenue sources of the City, except for ad valorem taxes.

Sources: Assessed value data used to estimate applicable percentages provided by the Broward County, Florida Property Appraiser.

* Ratio of taxable assessed value in the City of Deerfield Beach to total Broward County assessed value.

Note: The computation of legal debt margin is not included in the statistical section, since neither the Florida statutes nor the current ordinances of the City of Deerfield Beach specify a legal debt margin.

CITY OF DEERFIELD BEACH, FLORIDA
WATER AND SEWER PLEDGED REVENUE COVERAGE

LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	Gross		Net Revenue Available for Debt Service	Debt Service Requirements			Coverage ^(D)
	Revenues ^(A)	Expenses ^(B)		Escrow or Principal	Interest	Total ^(C)	
2012	\$ 24,839,275	\$ 14,564,201	\$ 10,275,074	\$ 1,936,139	\$ 1,359,143	\$ 3,295,282	3.12
2013	24,277,472	13,681,310	10,596,162	1,962,273	1,293,540	3,255,813	3.25
2014	24,810,180	17,417,474	7,392,706	2,081,285	1,152,032	3,233,317	3.22
2015	25,356,689	15,350,588	10,006,101	1,498,498	1,065,191	2,563,689	2.29
2016	25,077,553	15,838,252	9,239,301	2,238,878	877,272	3,116,150	2.97
2017	25,395,815	17,079,275	8,316,540	2,340,498	829,997	3,170,495	2.62
2018	25,434,035	16,904,326	8,529,709	2,402,352	875,366	3,277,718	2.60
2019	28,213,257	14,086,816	14,126,441	2,584,194	650,132	3,234,326	2.78
2020	24,529,012	15,471,131	9,057,881	2,661,747	447,769	3,109,516	2.91
2021	23,596,878	15,312,199	8,284,679	2,823,409	324,925	3,148,334	2.63

Gross revenue for the purpose of determining debt service coverage, is equal to the sum of the operating revenues of the Water and Sewer Fund and total interest earnings.

Expenses, for the purpose of determining debt service coverage, are equal to the total operating expenses of the Water and Sewer Fund less depreciation and less the general administrative charge.

The debt service requirement for the Florida Municipal Loan Council Revenue bonds, Series 2008A is set forth in the tri-partite loan agreement between the City ("the Borrower"); Banc of America Public Capital Corporation ("the Purchaser"); and the Florida Municipal Loan Council ("the Issuer").

The debt service requirements for the State of Florida Drinking Water Revolving Loan, as well as the State's Water Pollution Control Financing Corporation revolving loans are set forth in the 'Clean Water State Revolving Fund Agreement' between the City and the State of Florida, Department of Environment Protection.

CITY OF DEERFIELD BEACH, FLORIDA

NON AD-VALOREM REVENUE ANTI-DILUTION TEST

AS OF SEPTEMBER 30, 2021

	FY 2021	TY 2020	Prior Two- Year Average
Revenues			
Total governmental funds	\$ 125,030,831	\$ 121,493,509	123,262,170
Less: Ad valorem tax revenues	(46,864,226)	(44,281,635)	(45,572,931)
Incremental tax revenues	(4,398,111)	(4,027,757)	(4,212,934)
Total Governmental Non-Ad Valorem Revenues	73,768,494	73,184,117	73,476,306
Less: restricted funds:			
Community Redevelopment Agency	(3,080)	(36,509)	(19,795)
General Construction Fund	(741,873)	(549,805)	(645,839)
Non-major governmental funds	(11,146,607)	(12,445,997)	(11,796,302)
Adjusted Non-Ad Valorem Revenues	61,876,934	60,151,806	61,014,370
Expenditures			
Essential expenditures			
Public Safety	\$ 71,241,015	\$ 71,277,001	71,259,008
General government	14,173,917	14,636,010	14,404,964
Total Essential Expenditures	85,414,932	85,913,011	85,663,972
Less: Ad valorem revenues available to pay essential expenditures	(46,864,226)	(44,281,635)	(45,572,931)
Adjusted Essential Expenditures	38,550,706	41,631,376	40,091,041
Net Non Ad-Valorem Revenues Available for Debt Service	<u>\$ 23,326,228</u>	<u>\$ 18,520,430</u>	<u>\$ 20,923,329</u>
Adjustments			
Ad valorem revenue restricted for debt service	<u>\$ 2,493,150</u>	<u>\$ 2,653,195</u>	<u>\$ 2,573,173</u>
Test 1 - Prior Two Year Average of Non-Ad Valorem Revenues Covers Projected MADS by 150%			
Net non-ad valorem revenues available for debt service			\$ 20,923,329
Maximum annual non-ad valorem debt service			\$ 2,000,000
Coverage			1046.17%
Test 2 - Projected MADS does not exceed 20% of Governmental Fund, Less Ad Valorem Revenues Restricted for Debt Service and Debt Proceeds			
Two-year average net total governmental funds			\$ 106,420,116
Maximum annual non-ad valorem debt service			\$ 2,000,000
Coverage			1.88%

CITY OF DEERFIELD BEACH, FLORIDA

DEMOGRAPHIC AND ECONOMIC STATISTICS

LAST TEN FISCAL YEARS

Fiscal Year	Population ⁽¹⁾	Personal Income**	Per Capita Personal Income ⁽²⁾	Median Age ⁽¹⁾	School Enrollment ⁽³⁾	Unemploy- ment Rate ⁽²⁾
2012	76,389	\$ 1,776,923	\$ 23,262	44.2	8,422	10.8%
2013	76,473	1,836,793	24,019	43.3	7,496	7.1%
2014	77,361	1,829,286	23,646	43.2	7,442	6.6%
2015	76,662	1,779,325	26,210	42.1	7,961	5.1%
2016	77,659	1,834,539	23,623	42.9	7,397	4.9%
2017	78,042	1,852,951	23,743	43.5	7,285	4.4%
2018	78,573	2,343,754	29,829	41.6	7,522	3.0%
2019	79,497	2,066,445	25,994	42.5	6,861	2.9%
2020	80,188	2,220,049	27,689	41.6	6,455	7.0%
2021	86,339	2,356,479	27,053	41.5	7,100	3.5%

Sources:

⁽¹⁾ Bureau of Economic and Business Research (BEBR)

⁽²⁾ American Factfinder and QuickFacts Census.gov

⁽³⁾ School Board of Broward County, Florida

** Personal income data expressed in thousands

CITY OF DEERFIELD BEACH, FLORIDA

PRINCIPAL EMPLOYERS

CURRENT YEAR AND NINE YEARS AGO

Employer	2021			2012		
	Employees	Rank	Percentage of Total Employment	Employees	Rank	Percentage of Total Employment
Publix Corporation	2,579	1	7.04%	1,518	1	3.41%
JM Family Enterprises	1,354	2	3.69%	1,086	3	2.54%
Broward Health North	1,100	3	3.00%	1,305	2	3.06%
City of Deerfield Beach	538	4	1.47%	467	6	1.09%
UPS	460	5	1.26%	515	5	1.30%
Target	455	6	1.24%	--		0.00%
Republic National Distribution	390	7	1.06%	325	7	0.00%
Peoples Trust	358	8	0.98%	--		0.00%
List Industries	240	9	0.65%	220	9	0.56%
Broward Sheriff Office	132	10	0.36%	310	8	0.79%
Sun-Sentinel	--		0.00%	752	4	1.73%
MAPEI	--		0.00%	--		0.00%
Medics Ambulance Services	--		0.00%	114	10	0.35%
Totals	<u>7,606</u>			<u>6,612</u>	N/A*	<u>14.83%</u>

⁽¹⁾ Source: Employer's Human Resource Department
Florida Department of Economic Opportunity

CITY OF DEERFIELD BEACH, FLORIDA

FULL-TIME EQUIVALENT GOVERNMENT EMPLOYEES BY FUNCTION

LAST TEN FISCAL YEARS

Function/Program	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
General government	60	60	64	62	60	66	73	63	64	66
Public safety:										
Police:	--									
Uniformed	132	135	135	135	130	127	127	126	126	126
Civilians	17	17	17	17	42	42	45	45	46	43
Fire/Rescue:										
Firefighters and officers	146	146	146	145	141	139	138	147	143	154
Bldg. inspection services	--	--	--	--	--	--	--	16	19	18
Civilians	1	1	1	1	2	5	5	6	2	2
Economic environment	2	2	2	2	2	1	1	1	1	1
Culture and recreation	90	84	53	53	94	75	72	66	70	64
Human services	28	28	23	22	39	40	39	40	39	38
Public works administration	--	--	--	--	--	--	--	--	--	--
Grounds maintenance	4	4	4	4	42	39	36	37	31	38
Parks	11	11	7	5	7	7	10	10	7	7
Water and sewer	104	105	81	81	69	56	60	58	58	60
Solid waste	69	75	68	68	68	75	64	54	55	53
Transportation:										
Street maintenance	<u>15</u>	<u>11</u>	<u>11</u>	<u>15</u>	<u>14</u>	<u>11</u>	<u>12</u>	<u>11</u>	<u>10</u>	<u>10</u>
Total	<u><u>679</u></u>	<u><u>679</u></u>	<u><u>612</u></u>	<u><u>610</u></u>	<u><u>710</u></u>	<u><u>683</u></u>	<u><u>682</u></u>	<u><u>680</u></u>	<u><u>671</u></u>	<u><u>680</u></u>

Source: City of Deerfield Beach, Financial Services Department

CITY OF DEERFIELD BEACH, FLORIDA

OPERATING INDICATORS BY FUNCTION

LAST TEN FISCAL YEARS

Function/Program	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Public Safety										
Police										
Physical arrests	1,563	1,298	2,136	2,552	2,600	2,616	2,563	2,729	2,435	2,432
Parking violations	17,116	14,803	18,474	17,413	17,982	19,980	20,084	15,315	15,248	16,603
Traffic violations	16,007	11,354	17,361	14,031	15,402	17,220	17,631	17,382	11,214	17,357
Fire/Rescue										
Number of emergency responses	16,485	15,531	15,927	15,472	11,642	15,458	15,217	14,606	21,005	229,146
Inspections	3,702	2,879	2,651	3,193	2,420	3,916	7,653	5,332	5,400	7,033
Fire extinguished	127	118	130	145	185	162	139	152	162	115
Transportation										
Street maintenance:										
Streets resurfacing (miles)	6	20	11	--	--	--	22	28	13	--
Potholes repaired	117	427	403	577	436	200	204	556	800	1,800
Sidewalk repaired (feet)	3,430	4,383	4,781	3,911	2,894	3,920	8,555	5,705	12,000	13,900
Transit Services										
Total route miles	1,595	89,674	143,705	148,424	116,317	140,124	106,942	142,690	64,570	99,846
Number of trips	329	41,949	71,996	43,020	79,836	86,048	91,902	97,743	87,205	25,368
Physical Environment										
Number of burials	151	153	121	125	104	112	110	122	113	84
Culture and Recreation										
Athletic field permits issued	106	36	--	116	1,682	1,344	493	246	65	99
Number of participants in arts and education classes	1,500	1,500	6,217	2,560	2,015	6,144	5,684	5,498	13,625	3,500
Number of special event permits issued	156	57	70	115	81	76	88	192	121	129
Attendance at special events	49,990	99,513	275,677	325,000	336,644	292,000	285,500	298,530	231,995	224,000
Human Services										
Childcare:										
Average daily attendance	--	12	15	12	18	12	10	12	15	13
Number of meals served	--	9,235	6,302	18,505	15,098	18,467	18,381	15,785	20,491	15,639
Adult daycare:										
Average daily attendance	--	4	4	31	31	5	7	7	8	7
Alzheimer's daycare:										
Average daily attendance	--	34	34	151	139	28	24	27	25	18
Water										
New connections	20	30	287	34	32	5	10	10	8	12
Water main breaks	8	17	192	60	36	40	13	12	53	39
Average daily consumption (millions of gallons)	10	9	--	--	10	9	9	9	9	9
Permitted raw water withdrawal	14	14	--	9	17	12	14	14	14	14
Sewer										
Average daily sewage treatment (thousands of gallons)	5,664	5,900	5,324	5,796	7,000	7,000	7,000	7,000	7,000	7,000
Solid Waste										
Refuse collected (tons/day)	333	433	371	464	260	402	276	247	251	246
Recyclables collected (tons/day)	--	23	25	35	29	49	27	33	29	25

Sources: Various City departments

Note: Indicators are not available for the general government function

* The average daily attendance for Adult daycare and Alzheimer's daycare are higher than the previous years due to a change in the counting mechanism

CITY OF DEERFIELD BEACH, FLORIDA

CAPITAL ASSET STATISTICS BY FUNCTION

LAST TEN FISCAL YEARS

Function	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Public Safety										
Police										
Stations	2	2	2	2	2	2	2	2	2	2
Patrol units	130	130	130	130	130	130	130	126	126	126
Fire/Rescue										
Stations	6	6	6	6	6	6	6	6	6	6
Rescue ambulances	6	6	6	6	6	6	6	6	6	8
Fire engines	4	4	4	4	4	4	4	4	4	6
Ladder/heavy squad trucks	--	--	1	1	1	1	1	1	1	1
Transportation										
Streets (miles)	146	146	146	146	146	146	146	146	146	146
Sidewalks (miles)	136	136	136	136	136	136	136	136	136	135
Streetlights (poles)	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Traffic signals	7	7	70	70	70	70	68	68	68	68
Culture and Recreation										
Parks acreage	398	398	398	298	398	398	345	338	317	324
Parks acreage	52	52	52	52	52	52	44	35	34	33
Swimming pools	1	1	1	1	1	1	1	1	1	1
Tennis courts	12	12	12	12	12	12	12	12	12	12
Community centers	3	3	3	3	3	3	3	2	2	2
Water										
Water main (miles)	234	234	234	234	234	234	232	232	232	232
Maximum daily capacity (millions of gallons)	24	24	24	24	24	24	24	24	35	35
Sewer										
Sanitary sewers (miles)	136	136	136	136	136	136	137	137	137	137
Storm sewers (miles)	48	48	48	48	48	48	48	48	48	48
Average daily treatment capacity (thousands of gallons)	7,400	7,400	7,400	7,400	7,400	7,400	7,400	7,400	7,400	7,400
Solid Waste										
Collection trucks	42	42	23	23	23	23	23	28	32	32

Sources: Various City departments

Note: No capital assets indicators are available for the general government

REPORTING SECTION

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mayor, City Commission, and City Manager
City of Deerfield Beach, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Deerfield Beach, Florida (the "City"), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 24, 2022. Our report includes a reference to other auditors who audited the financial statements of the City of Deerfield Beach Municipal Firefighter's Pension Trust Fund, City of Deerfield Beach Non-Uniformed Employees' Retirement Plan and the City of Deerfield Beach Police Officer's Retirement Plan as described in our report on the City's financial statements. This report does not include the results of the other auditors' testing on internal control over financial reporting or compliance and other matters that are reported separately by those auditors.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item SD 2018-002 that we consider to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City's Response to Findings

The City's response to the findings identified in our audit are described in the accompanying schedule of findings and questions costs and corrective action plan. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Marcum LLP

Fort Lauderdale, FL
June 24, 2022

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR THE MAJOR
FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE;
AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REQUIRED BY THE UNIFORM GUIDANCE**

To the Honorable Mayor, City Commission, and City Manager
City of Deerfield Beach, Florida

Report on Compliance for the Major Federal Program

We have audited the City of Deerfield Beach, Florida's (the "City") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended September 30, 2021. The City's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal and state statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for the City's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on the Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the major federal program for the year ended September 30, 2021.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on its major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for its major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated June 24, 2022, which contained unmodified opinions on those financial statements. Our report includes a reference to other auditors who audited the pension trust funds, as described in our report on the City's financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Marcum LLP

Fort Lauderdale, FL
June 24, 2022

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

Federal Agency, Pass-Through Entity Federal Program	AL No.	Contract/Grant Number	Expenditures
<i>U.S. Department of Health and Human Services</i>			
Indirect Programs:			
Pass-through the Broward County - Department of Elder Affairs:			
Special Programs for the Aging			
Title III, Part C - Nutrition Services Incentive Program	93.045	JB8311F-06-2021	\$ 3,781
Title III, Part C - Nutrition Services Incentive Program	93.045	JB8311F-06-2021	1,403
			<u>5,184</u>
Title III, Part B - Grants for Supportive Services and Seniors Centers	93.044	JA 121-06-2021	46,750
Title III, Part B - Grants for Supportive Services and Seniors Centers - COVID-19	93.044	JA 121-06-2021	16,065
			<u>62,815</u>
<i>Total Special Programs for the Aging Cluster</i>			<u>67,999</u>
Low-Income Home Energy Assistance Program Grants (EHEAP)			
Home Energy Assistance	93.568	JP119-06-2020	3,008
Home Energy Assistance	93.568	JPC20-06-2021	8,945
			<u>11,953</u>
Title III, Part E - National Family Caregiver Support	93.052	JA 120-06-2020	315
Title III, Part E - National Family Caregiver Support	93.052	JA 121-06-2021	2,589
Title III, Part E - National Family Caregiver Support - COVID-19	93.052	JA 121-06-2021	1,739
			<u>4,643</u>
<i>Total U.S. Department of Health and Human Services</i>			<u>84,595</u>
<i>U.S. Department of Housing and Urban Development</i>			
Direct Programs:			
Community Development Block Grant (CDBG):			
CDBG Entitlement Cluster	14.218	B18MC120046	26,935
CDBG Entitlement Cluster	14.218	B19MC120046	208,150
CDBG Entitlement Cluster	14.218	B20MC120046	777,835
CDBG Entitlement Cluster (COVID-19)	14.218	B20MW 120046	149,547
			<u>1,162,467</u>
<i>Total Community Development Block Grant (CDBG) Entitlement Cluster</i>			<u>1,162,467</u>
Community Housing Development Organization:			
Home Rehabilitation Program	14.239	N/A	144,060
			<u>144,060</u>
<i>Total U.S. Department of Housing and Urban Development</i>			<u>1,306,527</u>
<i>U.S. Department of Homeland Security</i>			
Indirect Program:			
Passed through State of Florida			
Division of Emergency Management - Disaster Relief Funding, Hurricane Irma	97.036	4337	118,199
Division of Emergency Management - Disaster Relief Funding, Hurricane Dorian	97.036	4468	2,997
			<u>121,196</u>
Passed through Florida Division of Emergency Management			
Disaster Grants - Public Assistance, Flood Mitigation	97.036	B0057	78,000
			<u>78,000</u>
<i>Total U.S. Department of Homeland Security</i>			<u>199,196</u>
<i>U.S. Department of Justice</i>			
Direct Program:			
Emergency Supplemental Funding Program (COVID-19)	16.034	2020-VD-BD1705	62,401
			<u>62,401</u>
<i>Total U.S. Department of Homeland Security</i>			<u>62,401</u>
<i>U.S. Department of Treasury</i>			
Direct Programs:			
Coronavirus State and Local Fiscal Recovery Fund	21.027	N/A	49,475
			<u>49,475</u>
<i>Total U.S. Department of Treasury</i>			<u>49,475</u>
<i>Total Expenditures of Federal Awards</i>			<u>\$ 1,702,194</u>

See notes to schedule of expenditures of federal awards.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the “Schedule”) presents the expenditure activity of all federal awards of the City of Deerfield Beach, Florida (the “City”) for the year ended September 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or cash flows of the City.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported in the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – INDIRECT COST RATE

The City has elected not to use the 10-percent de minimis indirect cost rate for federal programs allowed under the Uniform Guidance.

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued on whether the financial

statements audited were prepared in accordance with GAAP:

Unmodified Opinion

Internal control over financial reporting:

Material weakness(es) identified?

___ Yes ___ X No

Significant deficiency(ies) identified?

X Yes ___ None reported

Noncompliance material to financial statements noted?

___ Yes ___ X No

Federal Awards

Internal control over the major federal program:

Material weakness(es) identified?

___ Yes ___ X No

Significant deficiency (ies) identified?

___ Yes ___ X None reported

Type of auditors' report issued on compliance for the major federal program:

Unmodified Opinion

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)

___ Yes ___ X No

Identification of major programs:

Federal Program

AL No.

Community Development Block Grants
Entitlement Cluster

14.218

Dollar threshold used to distinguish between Type A and Type B federal programs:

\$750,000

Auditee qualified as a low-risk auditee for federal awards?

___ Yes ___ X No

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2021

SECTION II – FINANCIAL STATEMENT FINDINGS

SIGNIFICANT DEFICIENCY

SD 2018-002 – Financial Close and Reporting (Repeat Finding)

Criteria

The City should follow its Accounting Policies and Procedures to ensure the financial statement closing process is completed in a timely manner.

Condition

The City is currently not performing its monthly and annual financial reporting closing process in a timely manner. We commenced audit fieldwork on January 20, 2020 for the audit of the year ended September 30, 2019, and many general ledger accounts were not properly reconciled or recorded. We commenced audit fieldwork on January 18, 2021 for the audit of the year ended September 30, 2020, and many general ledger accounts were not properly reconciled or recorded. This resulted in several entries subsequent to receiving the trial balances.

Cause

The City is not prioritizing the importance to adhere to the monthly and year-end closing procedures that have been established to ensure all transactions are properly captured and reported in the general ledger in a timely manner.

Effect

A lack of completing required closing procedures led to preliminary misstatements to the financial statements and a significant number of adjusting journal entries and reversal entries to be posted after the commencement of the audit.

Prior Year's Recommendation

We believe that the year-end closing could proceed more quickly and smoothly by developing a logical order for closing procedures and assigning responsibility for completing the procedures to specific City personnel. In order to make the financial reports generated by the accounting system as meaningful as possible, the City should reconcile the general ledger accounts on a monthly basis. A benefit of monthly reconciliations is that errors do not accumulate but can be identified and attributed to a particular period, which makes it easier to perform future reconciliations. Also, it provides for accurate and timely financial reports which are relied upon by City management for operational decisions.

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2021

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SIGNIFICANT DEFICIENCY (CONTINUED)

SD 2018-002 – Financial Close and Reporting (Repeat Finding) (continued)

Prior Year's Views of Responsible Officials and Planned Corrective Actions

Management agrees with the recommendations and have taken steps to correct this deficiency. We have filled all but one position which recruitment has been delayed due to the COVID-19 response. With the new as well as seasoned staff, assignments have been delegated, schedules developed, and a monthly review process is in place.

Current Year Status

Due to various reasons, not limited to; a transition of management in the finance department and COVID-19, a timely close of annual financial reporting closing processes was not addressed in the current year. We commenced audit fieldwork phase on January 10, 2022 for the audit of the year ended September 30, 2021, and many general ledger accounts were not properly reconciled and several transactions were pending to be recorded. This resulted in several entries subsequent to receiving the trial balances and a delay in the completion of the audit procedures.

Current Year's Recommendation

We believe that the year-end closing could proceed more quickly and smoothly by developing a logical order for closing procedures and assigning responsibility for completing the procedures to specific City personnel. In order to make the financial reports generated by the accounting system as meaningful as possible, the City should reconcile the general ledger accounts on a monthly basis. A benefit of monthly reconciliations is that errors do not accumulate but can be identified and attributed to a particular period, which makes it easier to perform future reconciliations. Also, it provides for accurate and timely financial reports which are relied upon by City management for operational decisions.

Current Year's Views Responsible Officials and Planned Corrective Actions

See accompanying Corrective Action Plan.

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2021

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None.

CITY OF DEERFIELD BEACH, FLORIDA
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2021

I. PRIOR YEAR FINANCIAL STATEMENT FINDINGS AND STATUS

MATERIAL WEAKNESS

MW2020-001 - was addressed and the finding was not repeated.

SIGNIFICANT DEFICIENCY

SD 2018-002 - was not addressed and the finding is repeated.

SD 2020-002 - was addressed and the finding was not repeated.

II. PRIOR YEAR FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None

**MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE
AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Honorable Mayor, City Commission, and City Manager
City of Deerfield Beach, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Deerfield Beach, Florida (the City), as of and for the year ended September 30, 2021, and have issued our report thereon dated June 24, 2022. We did not audit the financial statements of the Pension Trust Funds, which represent 94%, 95% and 85%, respectively, of the assets, net position/fund balance and revenues/additions of the aggregate remaining fund information.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for the Major Federal Program; Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance; Schedule of Findings and Questioned Costs; Summary Schedule of Prior Audit Findings and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedules, which are dated June 24, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. The status of recommendations made in the preceding annual financial audit report have been addressed except as noted in the summary schedule of prior audit findings and in Appendix A to this report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information regarding the specific legal authority for the City and its component units is discussed in Note 1 to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same. Our assessment was performed as of the fiscal year end.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did have two recommendations identified as MLC 2020-002 and MLC 2021-001 which are included in Appendix A.

Special District Component Units

Section 10.554(1)(i)5.d., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, please see Appendix A.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal, state and other granting agencies, the Mayor and the City Commission, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Marcum LLP

Fort Lauderdale, FL
June 24, 2022

CITY OF DEERFIELD BEACH, FLORIDA

APPENDIX A – CURRENT YEAR AND PRIOR YEARS RECOMMENDATIONS TO IMPROVE FINANCIAL MANAGEMENT

FOR THE YEAR ENDED SEPTEMBER 30, 2021

No.	Current Year's Observations	Observation Is Still Relevant	Observation Addressed or No Longer Relevant
MLC 2021-001	Utility Billing – Solid Waste Rate		

No.	Prior Year's Observations	Observation Is Still Relevant	Observation Addressed or No Longer Relevant
MLC 2020-001	Utility Billing – Utility Tax Rate		X
MLC 2020-002	Solid Waste Fund Deficit Net Position	X	

CITY OF DEERFIELD BEACH, FLORIDA

APPENDIX A – CURRENT YEAR AND PRIOR YEARS RECOMMENDATIONS TO IMPROVE FINANCIAL MANAGEMENT (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2021

MLC 2021-001 –UTILITY BILLING – SOLID WASTE RATE

Criteria

All utility bills should be processed with the authorized rates listed in the appropriate Ordinance approved by City Commission.

Condition

During the utility billings and collections testing, the auditor noted one discrepancy, out of a sample of 25 selections tested, between the authorized solid waste rate being charged/billed to customers. Additional testing selections were made, and no further exceptions were identified. The exception related to the solid waste charge not being updated to reflect the most recent approve ordinance rate charged to a customer.

Cause

After discussion with the City and review of supporting documentation provided, it appears there was an error when updating the customer profile in the City's utility billing system and not activating the new solid waste rate charge for the particular account.

Effect

Improper billing rates could create "over-billing(s)" and "under-billing(s)"; in this case, an under billing in the amount of \$0.94.

Recommendation

Marcum recommends that an internal control be developed to ensure that accurate data is input into the utility billing system and that an internal review be performed to ensure the above discrepancy is an isolated instance. Authorized rates used by the Utility Billing Division, should be reviewed and compared against the corresponding ordinance(s). This should reduce the incidence of discrepancies between the authorized rates per approved ordinance and the rates charged/billed on City customer's utility bills.

Management's Response

See accompanying Corrective Action Plan.

CITY OF DEERFIELD BEACH, FLORIDA

APPENDIX A – CURRENT YEAR AND PRIOR YEARS RECOMMENDATIONS TO IMPROVE FINANCIAL MANAGEMENT (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2021

MLC 2020-002 –SOLID WASTE NET POSITION/FUND BALANCE DEFICIT

Criteria

Per Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements- and Management's Discussion and Analysis—for State and Local Governments*, paragraph 67, Enterprise funds should establish pricing policies that are designed to recover its costs, including capital costs (such as depreciation or debt service).

Condition

During the fiscal year ended September 30, 2021, it was noted that the Solid Waste fund had a deficit net position/fund balance of \$9,673,893. The Solid Waste fund has an ending deficit net position fund balance of \$11,800,689, \$7,403,536, \$9,418,532 and \$611,423 as of September 30, 2020, 2019, September 30, 2018 and September 30, 2017, respectively. Ending net position of the fund as of September 30, 2016 was a positive \$1,026,508.

Cause

This was due to solid waste utility rates not being sufficient to meet the increased personal and contractual service costs incurred by the solid waste fund during the year and previous years.

Effect

This could impact the City's bond ratings as well as other financial indicators. Enterprise funds distinguish between current and non-current assets and liabilities. It is possible to take advantage of this distinction to calculate working capital (i.e., current assets less current liabilities). The measure of working capital indicates the relatively liquid portion of total enterprise fund capital, which constitutes a margin or buffer for meeting obligations and considerations of future debt payments. It is essential that a government maintain adequate levels of working capital in its enterprise funds to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenses) and to ensure stable services and fees.

Recommendation

Marcum recommends that the City consider reviewing the solid waste rate charges to ensure future solid waste utility rates/revenues are sufficient in order to continue funding annual operating and maintenance costs, debt service, meet debt service coverage ratio requirements, eliminate the deficit and build/maintain a positive net position/fund balance.

Management's Response

See accompanying Corrective Action Plan.

**INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE PURSUANT TO
SECTION 218.415 FLORIDA STATUTES**

To the Honorable Mayor, City Commission, and City Manager
City of Deerfield Beach, Florida

We have examined the City of Deerfield Beach, Florida's (the "City") compliance with Section 218.415 Florida Statutes, Local Government Investment Policies for the year ended September 30, 2021. Management of the City is responsible for the City's compliance with the specified requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the City's compliance with the specified requirements.

In our opinion, the City complied, in all material respects, with Section 218.415 Florida Statutes, for the year ended September 30, 2021.

This report is intended solely to describe our testing of compliance with Section 218.415, Florida Statutes, and it is not suitable for any other purpose.

Marcum LLP

Fort Lauderdale, FL
June 24, 2022



SD 2018-002 – Financial Close and Reporting (Repeat Finding)

Management agrees with the recommendations and has taken steps to correct this deficiency. Improvements done include ending the use of a 3rd party financial reporting software reducing the added layer of complexity and building on our partnership with the auditors in the development of the financial reporting. It was a lengthy labor-intensive process to make the conversion from the 3rd party software. With the conversion and reconciliations completed, we are not expected that workload effort going forward. In addition, the City has upgraded our financial systems of record during fiscal year 2022. Finally, improvements have been seen with the implementation of the Monthly Reconciliation Check List as per our Accounting Policies and Procedures Manual. Improvements in better organization, tracking, and monitoring of account reconciliations have been seen.

MLC 2021-001 – Utility Billing – Solid Waste Rate

Management acknowledges and is aware that the item resulted in a minor underbilling to the customer due to a data entry error. Management has implemented an internal control function where all rate adjustments are entered by the Revenue Collections Manager with review and sign-off by the Financial Services Manager. Financial Services Department is also collaborating with the Information Technology Department to develop the necessary reports to facilitate a more complete review and development of exception reporting.

MLC2020-002 – Solid Waste net position/fund balance deficit

Management acknowledges the condition of the Solid Waste Fund. During FY2022, the City contracted with a consulting firm to conduct a Solid Waste Rate Sufficiency Study to cover the need to maintain and replace assets, servicing new growth, while achieving and maintain a strong financial position. It will include multi-year operating expense projection along with a Capital Improvement Program Funding Plan. The study is slated to be completed towards the end of FY2022. Once the study is completed, management will propose steps to implement a multi-year funding plan that will include reducing the fund balance deficit.



IMPACT FEE AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared CFO, Stephanie Tinsley, who being duly sworn, deposes and says on oath that:

1. I am the Chief Financial Officer of the City of Deerfield Beach which is a local governmental entity of the State of Florida;
2. The governing body of the City of Deerfield Beach adopted Ordinances 2016/008 implementing an impact fee.
3. The City of Deerfield Beach has complied and, as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

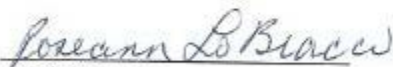
FURTHER AFFIANT SAYETH NAUGHT.



Chief Financial Officer, Stephanie Tinsley

STATE OF FLORIDA
COUNTY OF BROWARD

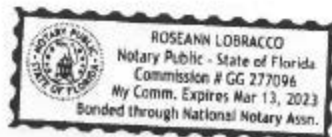
SWORN TO AND SUBSCRIBED before me this 15 day of June, 2022.


NOTARY PUBLIC
Print Name Roseann LoBracco

Personally known ☒ or produced identification _____

Type of identification produced: _____

My Commission Expires: Mar. 13, 2023





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1354

Agenda Date: 7/12/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of fire rescue services, facilities and programs in the City of Deerfield Beach, Florida; describing the method of assessing fire rescue assessed cost against assessed property located within the City of Deerfield Beach; directing the preparation of an assessment roll; authorizing a public hearing and directing the provision of notice thereof; and providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

For Fiscal Year 2020, a full updated study of the City's fire assessment was conducted by Government Services Group, Inc. ("GSG") to determine the adequacy of the City's fire assessment rates. It was determined that the previous fire assessment rate charged to property owners was not covering all of the assessable costs to provide fire protection services. Per the GSG study, based on a 100% funding of the projected five-year average assessable costs, the residential rate would be \$301 per residential dwelling.

The City Commission ultimately adopted a fire rescue assessment rate of \$235 per residential dwelling for Fiscal Year 2020 and subsequently for Fiscal Year 2021 and Fiscal Year 2022.

Current Activity

For Fiscal Year 2023, another full updated study of the City's fire assessment was conducted by GSG to determine the adequacy of the City's fire assessment rates. It was determined that the previous fire assessment rate charged to property owners does not cover all of the assessable costs to provide fire protection services. Per the GSG study, based on a 100% funding of the projected five-year average assessable costs, the residential fee would be \$372 per residential dwelling.

The City staff is recommending a rate of \$309 per residential dwelling unit, which will maintain the same percentage level of coverage. The estimated gross revenue for Fiscal Year 2023 is \$19,402,611. The estimated exempt buy-down is \$1,940,100, with a net revenue of approximately \$17,462,511. The City staff has retained the services of GSG to assist in the administration of our annual fire rescue assessment program.

Recommendation

To assist in partially funding the cost of fire/rescue services, the City staff recommend approval of this resolution.

CITY OF DEERFIELD BEACH, FLORIDA

**AMENDED AND RESTATED
INITIAL ASSESSMENT RESOLUTION**

ADOPTED JULY 12, 2022

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RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO THE PROVISION OF FIRE RESCUE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF DEERFIELD BEACH, FLORIDA; DESCRIBING THE METHOD OF ASSESSING FIRE RESCUE ASSESSED COST AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF DEERFIELD BEACH; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Fire Rescue Assessment Ordinance (No. 2002/003), the City Charter of the City of Deerfield Beach, Article VIII, Section 2(b) of the Florida Constitution, sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This resolution constitutes the Amended and Restated Initial Assessment Resolution as defined in the Ordinance and serves as the Preliminary Rate Resolution for the Fiscal Year commencing October 1, 2022. It initiates the annual process for updating the Assessment Roll and directs the reimposition of Fire Rescue Assessments for the Fiscal year beginning October 1, 2022.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in this

resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Building Area" means the adjusted area of a Building expressed in square feet and reflected on the Tax Roll or, in the event such information is not reflected or determined not to be accurately reflected on the Tax Roll, that area determined by the City. For purposes of RV spaces within Recreational Vehicle Parks the Building Area shall be 191 square feet. For purposes of mobile home spaces within Recreational Vehicle Parks the Building Area shall be 720 square feet.

"Code Descriptions" mean the descriptions listed in the Fixed Property Use Codes, DOR Codes, and the Improvement Codes.

"Commercial Property" means collectively those Tax Parcels with a Code Description designated as "Commercial" in the Improvement Codes specified in Appendix C, and those Tax Parcels meeting the definition of Recreational Vehicle Park property.

"Cost Apportionment" means the apportionment of the Fire Rescue Assessed Cost among all Property Use Categories according to the Demand Percentages established pursuant to the apportionment methodology described in Section 6 of this Initial Assessment Resolution.

"Cost Factor" means the factor that represents the City's varying costs in providing fire rescue services to the different Property Use Categories, as calculated in accordance with Section 7 hereof.

"Demand Percentage" means the percentage of demand for fire rescue services, facilities, or programs attributable to each Property Use Category determined by analyzing the historical demand for fire rescue services, the City's initial response staffing, associated

resource allocation, and the average time-in-service, as reflected in Fire Rescue Incident Reports under the methodology described in Sections 6 and 7 of this Initial Assessment Resolution.

"DOR Code" means a property use code established in Rule 12D-8.008, Florida Administrative Code, assigned by the Property Appraiser to Tax Parcels within the City.

"Dwelling Unit" means (1) a Building, or a portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of land in which lots or spaces are offered for rent or lease for the placement of mobile homes for residential purposes.

"Emergency Medical Services" means those services recorded in Incident Reports that are assigned as "EMS" in the "type of situation found codes" attached hereto as Appendix A.

"Emergency Medical Services Cost" means the amount, other than first response medical rescue services, determined by the City Commission to be associated with Emergency Medical Services.

"Estimated Fire Rescue Assessment Rate Schedule" means that rate schedule set forth in Section 9, specifying the Fire Rescue Assessed Cost and the estimated Fire Rescue Assessments.

"Fire Rescue Assessed Cost" means the Fire Rescue Assessed Cost as defined in the Ordinance, as qualified by the following:

(1) In the event the City also imposes an impact fee upon new growth or development for fire rescue related capital improvements, the Fire Rescue Assessed Cost

shall not include costs attributable to capital improvements necessitated by new growth or development that will be paid by such impact fees.

(2) In no event shall the Fire Rescue Assessed Cost include any amount attributable to the Emergency Medical Services Cost.

"Fire Rescue Incident Reports" means those Incident Reports that do not record Emergency Medical Services.

"Fixed Property Use Codes" mean the property use codes used by the City to assign property use for each response in the Fire Rescue Incident Reports as specified in Appendix B attached hereto and incorporated herein by reference.

"Government Property" means property owned by the United States of America, a sovereign state or nation, the State of Florida, a county, or a special district, or any agencies of the aforementioned governmental entities, or property owned or controlled by a municipal corporation, or any agency thereof and used for governmental purposes, including affordable housing.

"Improvement Codes" mean the building use codes assigned by the Property Appraiser to Tax Parcels within the City as specified in Appendix C attached hereto and incorporated herein by reference.

"Incident Report" means an individual report filed with the Florida State Fire Marshal under FFIRS.

"Industrial/Warehouse Property" means those Tax Parcels with a Code Description designated as "Industrial/Warehouse" in the Improvement Codes specified in Appendix C.

"Institutional Property" means those Tax Parcels with a Code Description designated as "Institutional" in the Improvement Codes specified in Appendix C.

"Mixed Use Property" means a Tax Parcel that contains Buildings whose use descriptions are capable of assignment under a Code Description in the Improvement Codes in more than one Property Use Category.

"Mobile Home Park Property" means (1) a place set aside and offered by a person, for either direct or indirect remuneration of the owner, lessor, or operator of such place, for the parking, accommodation, or rental of five or more mobile homes; and (2) licensed by the Department of Health of the State of Florida, or its successor in function as a "mobile home park" under Chapter 513, Florida Statutes, as may be amended from time-to-time.

"NFIRS" means the National Fire Incident Reporting System maintained by the Florida State Fire Marshal.

"Non-Residential Property" means, collectively, Commercial Property, Industrial/Warehouse Property, and Institutional Property.

"Parcel Apportionment" means the further apportionment of the Fire Rescue Assessed Cost allocated to each Property Use Category by the Cost Apportionment among the Tax Parcels under the methodology established in Section 8 of this Initial Assessment Resolution.

"Pole Barn" means a nonresidential farm building in which 70 percent or more of the perimeter walls are permanently open and allow free ingress and egress as defined in Section 170.01(4), Florida Statutes.

"Property Use Categories" mean, collectively, Residential Property and all categories of Non-Residential Property.

"Residential Property" means those Tax Parcels with a Code Description designated as "Residential" in the Improvement Codes specified in Appendix C.

"State Database" means the incident data specific to the City derived from the NFIRS Incident Reports maintained by the Florida State Fire Marshal.

"Tax Parcel" means a parcel of property located within the City to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

SECTION 3. PROVISION AND FUNDING OF FIRE RESCUE SERVICES.

(A) Upon the imposition of a Fire Rescue Assessment for fire rescue services facilities, or programs against Assessed Property located within the City, the City shall provide fire rescue services to such Assessed Property. A portion of the cost to provide such fire rescue services, facilities, or programs shall be funded from proceeds of the Fire Rescue Assessments. The remaining cost required to provide fire rescue services, facilities, and programs shall be funded by legally available City revenues other than Fire Rescue Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City will be benefited by the City's provision of fire rescue services, facilities, and programs in an amount not less than the Fire Rescue Assessment imposed against such parcel, computed in the manner set forth in this Initial Assessment Resolution.

SECTION 4. IMPOSITION AND COMPUTATION OF FIRE RESCUE ASSESSMENTS. Fire Rescue Assessments shall be imposed against all Tax Parcels

within the Property Use Categories. Fire Rescue Assessments shall be computed in the manner set forth in this Initial Assessment Resolution.

SECTION 5. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. It is hereby ascertained and declared that expenditure of the Fire Rescue Assessed Cost provide a special benefit to the Assessed Property based upon the following legislative determinations and based upon that certain report entitled "Deerfield Beach Fire Rescue Assessment Memorandum, May 2022," prepared by Government Services Group, Inc., which is hereby incorporated herein by reference.

General

(A) Upon the adoption of this Amended and Restated Initial Assessment Resolution determining the Fire Rescue Assessed Cost and identifying the Assessed Property to be included in the Assessment Roll, the legislative determinations of special benefit ascertained and declared in Section 1.04 of the Ordinance are hereby ratified and confirmed.

(B) Fire rescue services possess a logical relationship to the use and enjoyment of property and thereby provide a special benefit to property by: (1) protecting the value and integrity of the property improvements and structures through the provision of available fire rescue services; (2) protecting the life and safety of intended occupants in the use and enjoyment of property; (3) preserving or lowering the cost of fire insurance by the presence of a professional and comprehensive fire program within the City; and (4) containing the spread of fire incidents occurring on vacant property with the potential to spread and endanger property and property features on improved properties within the City.

(C) The availability and provision of comprehensive fire rescue services enhance and strengthen the relationship of such services to the use and enjoyment of the parcels of property, the market perception of the area and, ultimately, the property and rental values within the City.

(D) It is fair and reasonable to use the Improvement Codes and the DOR Codes for the Cost Apportionment and the Parcel Apportionment because: (1) the Tax Roll database employing the use of such property use codes is the most comprehensive, accurate, and reliable information readily available to determine the property use and Building Area for improved property within the City, and (2) the Tax Roll database within such property use codes is maintained by the Property Appraiser and is thus consistent with parcel designations on the Tax Roll which compatibility permits the development of an Assessment Roll in conformity with the requirements of the Uniform Method of Collection.

(E) The data available in the Improvement Codes is more useful and accurate to determine Building Area than relying exclusively upon the data maintained in the DOR Code alone because (1) the data maintained in the Improvement Codes reveals the existence of a Building with a different use than the use described on the DOR Code, and (2) the Improvement Codes represent records maintained by the Property Appraiser with the most information relative to Building Area regardless of property use.

Cost Apportionment

(F) It is fair and reasonable and consistent with the decision from the Florida Supreme Court in the case of City of North Lauderdale v. SMM Properties, Inc., 825 So. 2d 343 (Fla. 2002), to exclude from the Fire Rescue Assessed Cost amounts determined to constitute the Emergency Medical Services Cost.

(G) Apportioning Fire Rescue Assessed Cost among classifications of property based upon historical demand for fire rescue services, but not Emergency Medical Services, is fair and reasonable method of Cost Apportionment because it reflects the property uses' potential fire risk based upon Building use and is a reasonable proxy for the amount of fire flow, fire fighters, quantity and size of apparatus, and other special fire fighting equipment that must be available in accordance with the City's standards and practices.

(H) Apportioning the Fire Rescue Assessed Cost among classifications of improved property based upon historical demand for fire rescue services, but not Emergency Medical Services, is fair and reasonable and proportional to the special benefit received, and will ensure that no property is assessed an amount greater than the special benefit received.

(I) The Fire Rescue Incident Reports are the most reliable data available to determine the potential demand for fire rescue services from property use and to determine the benefit to property use resulting from the availability of fire rescue services to protect and serve Buildings located within Assessed Property and their intended occupants. There exist sufficient Fire Rescue Incident Reports that document the historical demand for fire rescue services from Assessed Property within the Property Use Categories. The Demand Percentage that has been determined for each Property Use Category by an examination of such Fire Rescue Incident Reports is consistent with the experience of the City. Therefore, the use of Demand Percentages that were determined by an examination of Fire Rescue Incident Reports is a fair and reasonable method to apportion the Fire Rescue Assessed Cost among the Property Use Categories.

(J) As a result of the urbanized character of the City, the suppression of fire on vacant property primarily benefits the Buildings within the adjacent improved property by the containment of the spread of fire rather than the preservation of the vacant property. Additionally, pursuant to Section 170.01(4), Florida Statutes, the City is prohibited from imposing a Fire Rescue Assessment on lands classified as agricultural lands pursuant to Section 193.461, Florida Statutes. Therefore, it is fair and reasonable not to apportion any of the Fire Rescue Assessed Cost to vacant property and the Fire Rescue Incident Reports documenting historical fire services provided to vacant property were thus omitted from the Demand Percentage calculation.

(K) The City's budget is sized based upon its ability to provide service to improved property within its boundaries. Therefore, the level of services required to meet anticipated demand for fire rescue services and the corresponding annual fire rescue budget required to fund fire rescue services provided to non-specific property uses would be required notwithstanding the occurrence of any incidents from such non-specific property use. Therefore, it is fair and reasonable to omit from the Demand Percentage calculation the Fire Rescue Incident Reports documenting fire rescue services provided to non-specific property uses.

(L) The City's initial response staffing, associated resource allocation, and the average time-in-service from the Fire Rescue Incident Reports varies among the Property Use Categories. Therefore, it is fair and reasonable to use a Cost Factor in calculating the weighted Demand Percentage because it reflects the varying costs that are associated with the City's response and service to different Property Use Categories.

Residential Parcel Apportionment

(M) The historical demand for fire rescue service availability for multi-family and single family Residential Property is substantially similar and any difference in the percentage of documented fire rescue calls to such specific property uses is statistically insignificant.

(N) Neither the size nor the value of Residential Property determines the scope of the required fire rescue response. The potential demand for fire rescue services is driven by the existence of a Dwelling Unit and the anticipated average occupant population.

(O) Apportioning the Fire Rescue Assessed Cost for fire rescue services attributable to Residential Property on a per Dwelling Unit basis is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of Parcel Apportionment based upon historical call data.

Non-residential Parcel Apportionment

(P) The risk of loss and the demand for fire rescue service availability is substantially the same for Buildings below a certain minimum size. Because the value and anticipated occupancy of non-residential Buildings below a certain minimum size is less, it is fair, reasonable and equitable to provide a lesser assessment burden on improved property containing such Buildings by the creation of specific Building Area classification ranges for such parcels.

(Q) The separation of improved Non-Residential Property into Building Area classification ranges is fair and reasonable for the purposes of Parcel Apportionment because: (1) the absence of a need for precise square footage data within the ad valorem tax records maintained by the Property Appraiser undermines the use of actual Building

Area within each improved parcel as a basis for Parcel Apportionment; (2) the administrative expense and complexity created by an on-site inspection to determine the actual Building Area within each improved parcel assessed is impractical; (3) the demand for fire rescue service availability is not precisely determined or measured by the actual Building Area within benefitted parcels; and (4) the classification of parcels within Building Area classification ranges is a fair and reasonable method to classify benefitted parcels and to apportion costs among benefitted parcels that create similar demand for the availability of fire rescue services.

(R) The greater the Building Area, the greater the potential for a large fire and the greater amount of fire fighting resources that must be available in the event of a fire in a structure of that Building's size. Therefore, it is fair and reasonable to use Building Area as a proxy for determining the Tax Parcel's Fire Rescue Assessment.

(S) The demand for the availability of fire rescue services diminishes at the outer limit of Building size because a fire occurring in a structure greater than a certain size is not capable of being suppressed under expected conditions with the City's existing fire flow, equipment resources and staffing, and the fire control activities under such circumstances are directed to avoid the spread of the fire event to adjacent Buildings. Therefore, it is fair and reasonable to place a cap on the Building Area classification of benefitted parcels within Non-Residential Property.

(T) Section 166.223, Florida Statutes, mandates that the Town treat Recreational Vehicle Park property as Commercial Property for non-ad valorem special assessments levied by the Town. According to the Florida Association of RV Parks and Campgrounds, the average size of a recreational vehicle is 191 square feet. Thus, it is fair and reasonable

to treat each recreational vehicle space within Mobile Home Park property as a Building of Commercial Property and assign the square footage of 191 square feet to that recreational vehicle space.

(U) In accordance with available data and field surveying, the City has determined that the average mobile home located on Recreational Vehicle Park property in the City has a Building Area of 720 square feet. Given that the actual Building Area for these mobile homes within the City may not be available and that the cost of measuring or verifying the Building Area for each individual mobile home greatly exceeds any benefit to be derived from individual measurement and verification, it is fair and reasonable to assign each mobile home located on Recreational Vehicle Park property an assumed Building Area of 720 square feet.

(V) Institutional Property whose building use is wholly exempt from ad valorem taxation under Florida law provides facilities and uses to the ownership, occupants, membership as well as the public in general that otherwise might be requested or required to be provided by the City and such uses thereof serve a public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Fire Rescue Assessments upon such buildings of Institutional Property whose building use is wholly exempt from ad valorem taxation under Florida law. Accordingly, no Fire Rescue Assessment shall be imposed upon a building of Institutional Property whose building use is wholly exempt from ad valorem taxation under Florida law.

(W) Government Property provides facilities and uses to the community, local constituents and the public in general that serve a legitimate public purpose and provide a

public benefit. Therefore, it is fair and reasonable not to impose Fire Rescue Assessments upon such parcels of Government Property.

(X) Government Property that is owned by federal government mortgage entities, such as the VA and HUD, due to foreclosures are not serving a governmental purpose nor providing a public benefit but are instead being held by these federal government mortgage entities in a proprietary capacity. Accordingly, these properties shall not be considered Government Property for purposes of the Fire Rescue Assessments and shall not be afforded an exemption from the Fire Rescue Assessment that is granted to other Government Property.

(Y) As a consequence of the transient use and potential extraordinary vacancies within Mobile Home Park property as compared to other Residential Property and the lack of demand for fire rescue services for unoccupied spaces, it is fair and reasonable to provide for an extraordinary vacancy adjustment procedure for Mobile Home Park Property.

(Z) In accordance with Section 170.01(4), Florida Statutes, the City is required to exempt the following from the Fire Rescue Assessment: (i) Buildings of Non-Residential Property with a just value of \$10,000 or less that are located on lands classified as agricultural lands pursuant to Section 193.461, Florida Statutes; and (ii) any Pole Barns that are located on lands classified as agricultural lands pursuant to Section 193.461, Florida Statutes. Accordingly, it is fair and reasonable not to impose Fire Rescue Assessments upon such Buildings.

SECTION 6. COST APPORTIONMENT METHODOLOGY.

(A) The City examined the Code Descriptions related to the type of calls and physical location of each call and, using this data where available or field verification when

needed, the City assigned fire rescue incidents to specific properties located within the City by correlating these Fire Rescue Incident Reports to the Improvement Codes.

(B) Based upon such assignment of Fire Rescue Incident Reports to Property Use Categories, the number of Fire Rescue Incident Reports filed within a sampling period was determined for each Property Use Category.

(C) Cost Factors for personnel and call duration, as set out in Section 7 hereof, were then determined for each Property Use Category. A Demand Percentage was then determined for each Property Use Category by calculating the percentage that Fire Rescue Incident Reports allocated to each Property Use Category bear to the total number of Fire Rescue Incident Reports documented for all Property Use Categories within the sampling period and then applying the Cost Factors to that Fire Rescue Incident Report allocation for each Property Use Category, using the following formula: $(\text{Actual Fire Rescue Incident Reports} \times \text{Typical Personnel Initial Response Cost Factor} \times 0.5) + (\text{Actual Fire Rescue Incident Reports} \times \text{Average Call Duration Cost Factor} \times 0.5)$.

(D) The Demand Percentage for each Property Use Category was then applied to the Fire Rescue Assessed Cost and the resulting product is the cost allocation of that portion of the Fire Rescue Assessed Cost allocated to each individual Property Use Category.

SECTION 7. COST FACTOR CALCULATION. The Cost Factor for a fire rescue call to Residential Property and each category of Non-Residential Property was calculated in the following manner:

(A) Based upon the information recorded in the City's Fire Rescue Incident Reports and the City's response protocol the City calculated: (i) the average time out of

service for vehicles and apparatus at each call to each Property Use Category and (ii) the typical initial number of personnel responding to each call for each Property Use Category.

(B) The resulting products described in paragraph (A) were divided by the average time out of service or number of personnel, as applicable, for the Residential Property Use Category. The average time out of service or number of personnel, as applicable, for each category of Non-Residential Property is then divided by the Residential Property average time out of service or number of personnel, as applicable, to calculate the relative Cost Factor for those respective categories.

SECTION 8. PARCEL APPORTIONMENT METHODOLOGY.

(A) The apportionment among Tax Parcels of that portion of the Fire Rescue Assessed Cost allocated to each Property Use Category under the Cost Apportionment shall be consistent with the Parcel Apportionment methodology described and determined in this Section 8.

(B) It is hereby directed that the Parcel Apportionment methodology is to be applied in the calculation of the estimated Fire Rescue Assessment rates established in Section 9 of this Initial Assessment Resolution.

(C) The Fire Rescue Assessed Cost allocated to each Property Use Category and to Mixed Use Property pursuant to the Cost Apportionment set forth in Section 6 above, shall be apportioned among the Tax Parcels within each Property Use Category and to Mixed Use Property Tax Parcels as follows:

(1) RESIDENTIAL PROPERTY. The Fire Rescue Assessment for each Tax Parcel of Residential Property shall be computed by multiplying the Demand

Percentage attributable to Residential Property by the Fire Rescue Assessed Cost, dividing such product by the total number of Dwelling Units shown on the Tax Roll within the City, and then multiplying such quotient by the number of Dwelling Units located on such Tax Parcel.

(2) NON-RESIDENTIAL PROPERTY. The Fire Rescue Assessments for each Building of Non-Residential Property shall be computed as follows:

(a) Respectively, multiply the Fire Rescue Assessed Cost by the Demand Percentage attributable to each of the non-residential Property Use Categories. The resulting dollar amounts reflect the portions of the City's fire rescue budget to be respectively funded from Fire Rescue Assessment revenue derived from each of the non-residential Property Use Categories.

(b) Separate each Building in each of the non-residential Property Use Categories into one of the following square footage categories:

- (1) Buildings with a Building Area of less than 1,999 square feet;
- (2) Buildings with a Building Area between 2,000 square feet and 3,499 square feet;
- (3) Buildings with a Building Area between 3,500 square feet and 4,999 square feet;
- (4) Buildings with a Building Area between 5,000 square feet and 9,999 square feet;

(5) Buildings with a Building Area between 10,000 square feet and 19,999 square feet;

(6) Buildings with a Building Area between 20,000 square feet and 29,999 square feet;

(7) Buildings with a Building Area between 30,000 square feet and 39,999 square feet;

(8) Buildings with a Building Area between 40,000 square feet and 49,999 square feet; and

(9) Buildings with a Building Area of 50,000 square feet or greater.

(c) As to each non-residential Property Use Category multiply the number of Buildings categorized in:

(1) Subsection (b)(1) of this Section by 1,000 square feet;

(2) Subsection (b)(2) of this Section by 2,000 square feet;

(3) Subsection (b)(3) of this Section by 3,500 square feet;

(4) Subsection (b)(4) of this Section by 5,000 square feet;

(5) Subsection (b)(5) of this Section by 10,000 square feet;

(6) Subsection (b)(6) of this Section by 20,000 square feet;

(7) Subsection (b)(7) of this Section by 30,000 square feet;

(8) Subsection (b)(8) of this Section by 40,000 square feet;

and

(9) Subsection (b)(9) of this Section by 50,000 square feet.

(d) For each non-residential Property Use Category, add the products of subsections (c)(1) through (c)(9) of this Section. The sum of these products reflects an aggregate square footage area for each non-residential Property Use Category to be used by the City in the computation of Fire Rescue Assessments.

(e) Divide the product of subsection (a) of this Section relative to each of the non-residential Property Use Categories by the sum of the products for each nonresidential Property Use Category described in subsection (d) of this Section. The resulting quotient expresses a dollar amount adjusted or weighted per square foot of improved area to be used in computing Fire Rescue Assessments on each of the respective non-residential Property Use Categories.

(f) For each of the non-residential Property Use Categories, multiply the resulting quotients from subsection (e) of this Section by each of the respective products in subsections (c)(1) through (c)(9) of this Section. The resulting products for each nonresidential Property Use Category expresses a series of gross dollar amounts expected to be funded by all Buildings in the respective non-residential Property Use Categories in each of the square footage categories described in subsection (B) of this Section.

(g) For each of the non-residential Property Use Categories, divide each of the respective products of subsection (f) of this Section by the number of Buildings determined to be in each of the square footage categories identified in subsection (b) of this Section. The result expresses the respective dollar amounts of the Fire Rescue Assessments to be imposed upon each Building in each of the non-residential Property Use Categories.

(3) **MIXED USE PROPERTY.** The Fire Rescue Assessments for each Tax Parcel classified in two or more Property Use Categories shall be the sum of the Fire Rescue Assessments computed for each Property Use Category.

SECTION 9. DETERMINATION OF FIRE RESCUE ASSESSED COST; ESTABLISHMENT OF ANNUAL FIRE RESCUE ASSESSMENTS.

(A) The Fire Rescue Assessed Cost to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year beginning October 1, 2022, is \$19,402,611.00.

(B) The estimated Initial Assessment Assessments to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2022, are hereby established as follows for the purpose of this Initial Assessment Resolution:

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit			
Residential	\$309.00			
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/ Warehouse	Institutional
	< 1,999	\$489	\$147	\$1,415
	2,000 - 3,499	\$978	\$294	\$2,829
	3,500 - 4,999	\$1,711	\$514	\$4,950
	5,000 - 9,999	\$2,445	\$734	\$7,071
	10,000 - 19,999	\$4,889	\$1,467	\$14,142
	20,000 - 29,999	\$9,777	\$2,933	\$28,283
	30,000 - 39,999	\$14,666	\$4,399	\$42,424
	40,000 - 49,999	\$19,554	\$5,865	\$56,565
	> 49,999	\$24,443	\$7,331	\$70,706

(C) The following exemptions shall apply to the Fire Rescue Assessment program:

(1) No Fire Rescue Assessment shall be imposed upon a parcel of Government Property; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempted from the Fire Rescue Assessment.

(2) No Fire Rescue Assessment shall be imposed upon Buildings located upon parcels of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law.

(3) In accordance with Section 170.01(4), Florida Statutes, no Fire Rescue Assessment shall be imposed against any Building of Non-Residential Property located on a Tax Parcel that is classified by the Property Appraiser as agricultural lands pursuant to Section 193.461, Florida Statutes, unless that Building exceeds a just value of \$10,000 as determined by the Property Appraiser and is not a Pole Barn.

(D) Any shortfall in the expected Fire Rescue proceeds due to any reduction or exemption from payment of the Fire Rescue Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Rescue Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the City Commission is improper or otherwise adversely affects the validity of the Fire Rescue Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Rescue Assessment upon each affected Tax Parcel in the amount of the Fire Rescue Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the City Commission.

(E) The approval of the Estimated Fire Rescue Assessment Rate Schedule by the adoption of this Initial Assessment Resolution determines the amount of the Fire Rescue Assessed Cost. The remainder of such Fiscal Year budget for fire rescue services, facilities, and programs shall be funded from available City revenue other than Fire Rescue Assessment proceeds.

(F) The estimated Fire Rescue Assessments specified in the Estimated Fire Rescue Assessment Rate Schedule are hereby established to fund the specified Fire Rescue Assessed Cost determined to be assessed in the Fiscal Year commencing October 1, 2022. No portion of such Fire Rescue Assessed Cost are attributable to impact fee revenue that funds capital improvements necessitated by new growth or development. Further, no portion of such Fire Rescue Assessed Cost are attributable to the Emergency Medical Services Cost.

(G) The estimated Fire Rescue Assessments established in this Initial Assessment Resolution shall be the estimated assessment rates applied by the City Manager in the preparation of the updated Assessment Roll for the Fiscal Year commencing October 1, 2022, as provided in Section 10 of this Initial Assessment Resolution.

SECTION 10. ANNUAL ASSESSMENT ROLL.

(A) The City Manager is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year beginning October 1, 2022, in the manner provided in the Ordinance. The Assessment Roll shall include all Tax Parcels within the Property Use Categories. The City Manager shall apportion the estimated Fire Rescue

Assessed Cost to be recovered through Fire Rescue Assessments in the manner set forth in this Initial Assessment Resolution.

(B) A copy of the Ordinance, this Initial Assessment Resolution, documentation related to the estimated amount of the Fire Rescue Assessed Cost to be recovered through the imposition of Fire Rescue Assessments, and the updated Assessment Roll shall be maintained on file in the office of the City Manager and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Rescue Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(C) It is hereby ascertained, determined, and declared that the method of determining the Fire Rescue Assessments for fire rescue services as set forth in this Initial Assessment Resolution is a fair and reasonable method of apportioning the Fire Rescue Assessed Cost among parcels of Assessed Property located within the City.

SECTION 11. VACANCY ADJUSTMENT.

(A) As a consequence of the transient use and potential for significant numbers of vacancies within Mobile Home Park Property, as compared to other Residential Property, and the potential sustained lack of demand for fire rescue services for unoccupied spaces, each Owner of Mobile Home Park Property shall be afforded the opportunity to demonstrate, in the manner described below, the vacancy rate in space occupancy within such property and receive a vacancy adjustment to the Fire Rescue Assessments imposed upon such property.

(B) Notwithstanding any language to the contrary herein, vacant spaces in Mobile Home Park Property shall not be considered Residential Property and shall not be

subject to the Fire Rescue Assessments.

(C) Vacant spaces shall be those determined by the City Manager based on evidence of a vacancy rate provided by the Owner on or before July 1 of each year. The vacancy rate shall be defined as the percentage of available spaces within Mobile Home Park Property that were vacant between January 1 through and including December 31 of the calendar year preceding the applicable deadline for the Owner's submittal of vacancy rate evidence for each year and shall be calculated as follows:

Exact Number of Permitted Sites within the park (not including overflow areas)	_____A
Times (x) Days in Reporting Period	(x 365) B
Total Possible Space Nights A x B = C (Example: 100 sites x 365 days = 36,500)	_____C
Actual Space Nights	_____D
Sum of Number of Actual Occupied Spaces for Each Day in Calendar Year	
Occupancy Percentage D/C = E (Example: 12,500/36,500 = 34.2%)	_____E
Vacancy Rate	_____F
Subtract E from 100% (Example: 100% – 34.2% = 65.8%)	

The Owner shall certify by affidavit to the City, on a form provided by the City Manager, the vacancy rate for the respective time period; such certification shall be subject to verification and audit. At a minimum, such affidavit shall conclusively identify and affirm (1) the tax parcel, (2) the number of spaces and type of improvements in the Mobile Home Park Property, and (3) the vacancy rate.

(D) The City Manager is directed and authorized to adjust, or cause to be adjusted, any Fire Rescue Assessment imposed for the Fiscal Year beginning October 1, 2022 upon a parcel of Mobile Home Park Property whose Owner timely and satisfactorily

demonstrates by affidavit that such parcel has experienced vacancies by multiplying the vacancy rate (expressed as a decimal) by the Fire Rescue Assessment attributable to the entire parcel of Mobile Home Park property and reducing the assessment by an equivalent amount.

(E) Any shortfall in the expected Fire Rescue Assessment proceeds due to any adjustment for vacancy shall be supplemented by any legally available funds and shall not be paid for by proceeds or funds derived from Fire Rescue Assessments.

SECTION 12. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 7:00 p.m. on September 14, 2022, in City Commission Chambers of City Hall, 150 N.E. Second Avenue, Deerfield Beach, Florida, Florida, at which time the City Commission will receive and consider any comments on the Fire Rescue Assessments from the public and affected property owners and consider imposing Fire Rescue Assessments.

SECTION 13. NOTICE BY PUBLICATION. The City Manager shall publish a notice of the public hearing authorized by Section 12 hereof in the manner and time provided in Section 2.04 of the Ordinance. The notice shall be published no later than August 24, 2022 in substantially the form attached hereto as Appendix D.

SECTION 14. NOTICE BY MAIL. Pursuant to section 200.069(10)(a), Florida Statutes, and with agreement of the Property Appraiser, the City Commission elects to combine the notice required by Section 3.02 of the Ordinance and this Resolution with the truth-in-millage notification required pursuant to section 200.069, Florida Statutes. Such mailed notice shall be in the form required by section 200.069(10)(a), Florida Statutes, and consistent with the Uniform Assessment Collection Act and the Ordinance for the purpose

of imposing Fire Rescue Assessments for the Fiscal Year beginning October 1, 2022. Such notices shall be mailed no later than August 24, 2022.

SECTION 15. METHOD OF COLLECTION. It is hereby declared that the Fire Rescue Assessments shall be collected and enforced pursuant to the Uniform Assessment Collection Act as provided in Section 3.01 of the Ordinance for the Fiscal Year beginning October 1, 2022.

SECTION 16. APPLICATION OF ASSESSMENT PROCEEDS. The revenue derived from the City's Fire Rescue Assessments will be utilized for the provision of fire rescue services, facilities, and programs, as reflected by the Fire Rescue Assessed Cost. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire rescue services, facilities, and programs.

SECTION 17. EFFECTIVE DATE. This Initial Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 12th day of July, 2022.

CITY OF DEERFIELD BEACH, FLORIDA

Bill Ganz, Mayor

ATTEST:

Samantha Gillyard, CMC, City Clerk

APPENDIX A

TYPE OF SITUATION FOUND CODES

APPENDIX A

TYPE OF SITUATION FOUND CODES

Situation Found	Situation Found Description	EMS/Non-EMS
111	Building Fire	Non-EMS
112	Fires in structures other than in a building	Non-EMS
113	Cooking fire, confined to a container	Non-EMS
115	Incinerator overload or malfunction, fire contained	Non-EMS
117	Commercial compactor fire, confined to contents	Non-EMS
118	Trash or rubbish fire, contained	Non-EMS
121	Fire in mobile home used as fixed residence	Non-EMS
122	Fire in motor home, camper, recreational vehicle	Non-EMS
130	Mobile property (vehicle) fire, other	Non-EMS
131	Passenger vehicle fire	Non-EMS
132	Road freight or transport vehicle fire	Non-EMS
134	Water vehicle fire	Non-EMS
138	Off-road vehicle or heavy equipment fire	Non-EMS
140	Natural vegetation fire, other	Non-EMS
142	Brush, or brush and grass mixture fire	Non-EMS
143	Grass fire	Non-EMS
150	Outside rubbish fire, other	Non-EMS
151	Outside rubbish, trash or waste fire	Non-EMS
154	Dumpster or other outside trash receptacle fire	Non-EMS
160	Special outside fire, other	Non-EMS
162	Outside equipment fire	Non-EMS
200	Overpressure rupture, explosion, overheat, other	Non-EMS
251	Excessive heat, scorch burns with no ignition	Non-EMS
311	Medical assist, assist EMS crew	EMS
321	EMS call, excluding vehicle accident with injury	EMS
322	Vehicle accident with injuries	EMS
323	Motor vehicle/pedestrian accident (MV Ped)	EMS
324	Motor Vehicle Accident, No Injuries	EMS
331	Lock-in (if lock out, use 511)	Non-EMS
342	Search for person in water	Non-EMS
352	Extrication of victim(s) from vehicle	Non-EMS
353	Removal of victim(s) from stalled elevator	Non-EMS
356	High angle rescue	Non-EMS

Situation Found	Situation Found Description	EMS/Non-EMS
357	Extrication of victim from machinery	Non-EMS
381	Rescue or EMS standby	EMS
410	Flammable gas or liquid condition, other	Non-EMS
411	Gasoline or other flammable liquid spill	Non-EMS
412	Gas leak	Non-EMS
413	Oil or other combustible liquid spill	Non-EMS
421	Refrigeration leak	Non-EMS
422	Chemical spill or leak	Non-EMS
424	Carbon monoxide incident	Non-EMS
440	Electrical wiring/equipment problem, other	Non-EMS
441	Heat from short circuit (wiring), defective/worn	Non-EMS
442	Overheated motor	Non-EMS
443	Light ballast breakdown	Non-EMS
444	Power line down	Non-EMS
445	Arcing, shorted electrical equipment	Non-EMS
460	Accident, potential accident, other	Non-EMS
461	Building or structure weakened or collapsed	Non-EMS
463	Vehicle accident, general cleanup	Non-EMS
480	Attempted burning, illegal action, other	Non-EMS
481	Attempted to burn	Non-EMS
510	Person in distress, other	Non-EMS
511	Lock-out	Non-EMS
520	Water problem, other	Non-EMS
522	Water or steam leak	Non-EMS
531	Smoke or odor removal	Non-EMS
540	Animal problem, other	Non-EMS
541	Animal problem	Non-EMS
542	Animal rescue	Non-EMS
550	Public service assistance, other	Non-EMS
551	Assist police or other governmental agency	Non-EMS
552	Police matter	Non-EMS
553	Public service	Non-EMS
554	Assist invalid	EMS
555	Defective elevator	Non-EMS
561	Unauthorized burning	Non-EMS
571	Cover assignment, standby, move up	Non-EMS
611	Dispatched & canceled en route	Non-EMS

Situation Found	Situation Found Description	EMS/Non-EMS
621	Wrong location	Non-EMS
622	No incident found upon arrival	Non-EMS
631	Authorized controlled burning	Non-EMS
632	Prescribed fire	Non-EMS
650	Steam, other gas mistaken for smoke, other	Non-EMS
651	Smoke scare, odor of smoke	Non-EMS
652	Steam, vapor, fog or dust thought to be smoke	Non-EMS
653	Barbecue, tar kettle	Non-EMS
661	EMS call, party transported by non-fire agency	EMS
671	Hazmat release investigation w/no hazmat	Non-EMS
710	Malicious, mischievous false call, other	Non-EMS
711	Municipal alarm system, malicious false alarm	Non-EMS
713	Telephone, malicious false alarm	Non-EMS
714	Central station, malicious false alarm	Non-EMS
715	Local alarm system, malicious false alarm	Non-EMS
721	Bomb scare - no bomb	Non-EMS
730	System malfunction	Non-EMS
731	Sprinkler activation due to malfunction	Non-EMS
732	Extinguishing system activation due to malfunction	Non-EMS
733	Smoke detector activation due to malfunction	Non-EMS
734	Heat detector activation due to malfunction	Non-EMS
735	Alarm system sounded due to malfunction	Non-EMS
736	CO detector activation due to malfunction	Non-EMS
740	Unintentional transmission of alarm, other	Non-EMS
741	Sprinkler activation, no fire - unintentional	Non-EMS
743	Smoke detector activation, no fire - unintentional	Non-EMS
744	Detector activation, no fire - unintentional	Non-EMS
745	Alarm system sounded, no fire - unintentional	Non-EMS
746	Carbon monoxide detector activation, no CO	Non-EMS
814	Lightning strike, no fire	Non-EMS

APPENDIX B
FIXED PROPERTY USE CODES

APPENDIX B

FIXED PROPERTY USE CODES

Fixed Property Use	Fixed Property Use Description	Category Assigned
000	FIXED PROP USE UNDETERMINED	NON-SPECIFIC
100	UNKNOWN OTHER	NON-SPECIFIC
110	FIXED USE RECREATION, OTHER	COMMERCIAL
122	CONVENTION CENTER, EXHIBITION HALL	COMMERCIAL
124	PLAYGROUND	COMMERCIAL
129	AMUSEMENT CENTER INDOOR/OUTDOOR	COMMERCIAL
131	CHURCH/CHAPEL	INSTITUTIONAL
140	CLUBS, OTHER	INSTITUTIONAL
141	ATHLETIC CLUB/YMCA	INSTITUTIONAL
142	CLUB HOUSE	COMMERCIAL
150	PUBLIC, GOVT, OTHER	INSTITUTIONAL
151	LIBRARY	INSTITUTIONAL
155	COURT ROOM	INSTITUTIONAL
161	RESTAURANT	COMMERCIAL
162	NIGHTCLUB	COMMERCIAL
173	BUS TERMINAL	INSTITUTIONAL
174	RAPID TRANSIT STATION	INSTITUTIONAL
200	EDUCATIONAL PROPERTY OTHER	INSTITUTIONAL
210	SCHOOLS NON-ADULT OTHER	INSTITUTIONAL
211	PRE-SCHOOL	INSTITUTIONAL
213	ELEMENTARY SCHOOL	INSTITUTIONAL
215	HIGH SCHOOL/JR HIGH/MIDDLE SCHOOL	INSTITUTIONAL
241	COLLEGE/UNIVERSITY	INSTITUTIONAL
254	DAY CARE-IN COMMERCIAL PROPERTY	COMMERCIAL
300	HEALTHCARE/DETENTION OTHER	INSTITUTIONAL
311	CARE OF THE AGED/NURSING STAFF MENTAL RETARDATION/DEVELOPMENT DISABILITY	INSTITUTIONAL
321	FACILITY	INSTITUTIONAL
322	ALCOHOL/SUBSTANCE ABUSE RECOVERY CENTER	INSTITUTIONAL
331	HOSPITAL-MEDICAL/PSYCHIATRIC	INSTITUTIONAL
340	CLINICS, OTHER	INSTITUTIONAL
342	DOCTOR/DENTIST/SURGEONS OFFICE	INSTITUTIONAL
343	HEMODIALYSIS UNIT	INSTITUTIONAL
361	JAIL/PRISON - NOT JUVENILE	INSTITUTIONAL
365	POLICE STATION	INSTITUTIONAL

Fixed Property Use	Fixed Property Use Description	Category Assigned
400	RESIDENTIAL OTHER	RESIDENTIAL
419	ONE- AND TWO-FAMILY DWELLING	RESIDENTIAL
429	MULTI-FAMILY DWELLINGS	RESIDENTIAL
439	ROOMING, BOARDING, RESIDENTIAL HOTELS	RESIDENTIAL
449	HOTELS, MOTELS, INNS, LODGES	COMMERCIAL
459	RESIDENTIAL BOARD AND CARE	INSTITUTIONAL
460	DORMITORIES OTHER	INSTITUTIONAL
500	MERCANTILE PROPERTIES OTHER	COMMERCIAL
511	CONVENIENCE STORE	COMMERCIAL
519	FOOD, BEVERAGE SALES, GROCERY STORE	COMMERCIAL
539	HOUSEHOLD GOODS SALES, REPAIRS	COMMERCIAL
549	SPECIALTY SHOPS	COMMERCIAL
557	BARBER, BEAUTY SHOP, PERSONAL SERVICES	COMMERCIAL
559	RECREATIONAL, HOBBY, HOME SALES, PET STORE	COMMERCIAL
569	PROFESSIONAL SUPPLIES	COMMERCIAL
571	SERVICE STATION	COMMERCIAL
579	MOTOR VEHICLE, BOAT SALES/SERVICE/REPAIRS	COMMERCIAL
580	GENERAL ITEM STORES, OTHER	COMMERCIAL
581	DEPARTMENT STORE	COMMERCIAL
592	BANK W/FIRST STORY BANKING FACILITY	COMMERCIAL
593	VETERINARY OR RESEARCH OFFICE	COMMERCIAL
599	BUSINESS OFFICES	COMMERCIAL
600	UTILITY, DEFENSE, AGRICULTURE, MINING, OTHER	INDUSTRIAL/WAREHOUSE
647	WATER UTILITY	INDUSTRIAL/WAREHOUSE
648	SANITATION UTILITY	INDUSTRIAL/WAREHOUSE
669	FOREST, TIMBERLAND	VACANT
700	MANUFACTURING PROPERTY, PROCESSING	INDUSTRIAL/WAREHOUSE
800	STORAGE PROPERTY OTHER	INDUSTRIAL/WAREHOUSE
839	REFRIDGERATED STORAGE	INDUSTRIAL/WAREHOUSE
880	VEHICLE STORAGE; OTHER	INDUSTRIAL/WAREHOUSE
882	GENERAL VEHICLE PARKING GARAGE	INDUSTRIAL/WAREHOUSE
888	FIRE STATIONS	INSTITUTIONAL
891	GENERAL WAREHOUSE	INDUSTRIAL/WAREHOUSE
898	DOCK, MARINA, PIER, WHARF	INDUSTRIAL/WAREHOUSE
899	RESIDENTIAL OR SELF STORAGE UNITS	INDUSTRIAL/WAREHOUSE
900	OUTSIDE, SPECIAL PROPERTIES; OTHER	NON-SPECIFIC
919	DUMP SANITARY LANDFILL	NON-SPECIFIC
931	OPEN LAND, FIELD	VACANT

Fixed Property Use	Fixed Property Use Description	Category Assigned
935	CAMPSITE WITH UTILITIES	NON-SPECIFIC
936	VACANT LOT	VACANT
937	BEACH	NON-SPECIFIC
938	GRADED AND CARED FOR PLOTS OF LAND	
940	WATER AREAS, OTHER	NON-SPECIFIC
941	OPEN OCEAN, SEA, TIDAL WATER	NON-SPECIFIC
946	LAKE/RIVER/STREAM	NON-SPECIFIC
951	RAILROAD RIGHT OF WAY	NON-SPECIFIC
960	STREET, OTHER	NON-SPECIFIC
961	DIVIDED HIGHWAY, HIGHWAY	NON-SPECIFIC
962	PAVED PUBLIC STREET, RESIDENTIAL	NON-SPECIFIC
963	PAVED PRIVATE STREET, COMMERCIAL	NON-SPECIFIC
965	UNCOVERED PARKING AREA	NON-SPECIFIC
981	CONSTRUCTION SITE	NON-SPECIFIC
984	INDUSTRIAL PLANT YARD	NON-SPECIFIC
NNN	NONE	NON-SPECIFIC
UUU	UNDETERMINED	NON-SPECIFIC

APPENDIX C
IMPROVEMENT CODES

APPENDIX C

IMPROVEMENT CODES

Use Code	Description
00-09 - Residential	
00	Vacant residential
01	Single family
01 *	Single family townhomes/patio homes/zero lot lines
02	Manufactured Housing
03	Multi-family – 10 units or more
04	Condominium
05	Cooperatives
06	Retirement homes (not eligible for exemption under section 196.192 F.S. others shall be given an institutional classification)
07	Miscellaneous residential (migrant camp, boarding homes, etc.)
08	Multi-family – less than 10 units
09	Residential common elements/areas
10-39 Commercial	
10	Vacant commercial
11	Stores, 1-story
12	Mixed use – store and office or store and residential or residential combination
13	Department stores
14	Supermarkets
15	Regional shopping centers
16	Community shopping centers
17	Office buildings, non-professional services buildings, one-story
18	Office buildings, non-professional services buildings, multi-story
19	Professional services building
20	Airports (private or commercial), bus terminals, marine terminals, piers, marinas
21	Restaurants, cafeterias
22	Drive-in restaurants
23	Financial institutions (banks, savings & loan companies, mortgage companies, credit services)
24	Insurance company offices
25	Repair service shops (excluding automotive), radio & TV repair, laundries, laundromats
26	Service stations
27	Auto sales, repair and storage, auto-service shops, body and fender shops, commercial garages, farm and machinery sales and services, auto rental, marine equipment, mobile home sales, motorcycles, construction vehicle sales
28	Parking lots (commercial or patron), mobile home parks

Use Code	Description
29	Wholesale outlets, produce houses, manufacturing outlets
30	Florist, greenhouses
31	Drive-in theatres, open stadiums
32	Enclosed theatres, enclosed auditoriums
33	Nightclubs, cocktail lounges, bars, yacht clubs, social clubs, tennis clubs, clubhouses
34	Bowling alleys, skating rinks, pool halls, enclosed arenas
35	Tourist attractions, permanent exhibits, other entertainment facilities, fairgrounds (privately owned)
36	Camps
37	Race tracks, horse, auto or dog
38	Golf courses, driving ranges
39	Hotels, motels
40-49 Industrial	
40	Vacant industrial
41	Light manufacturing, small equipment manufacturing plants, small machine shops, instrument manufacturing, printing plants
42	Heavy industrial, heavy equipment manufacturing, large machine shops, foundries, steel fabricating plants, auto or aircraft plants
43	Lumber yards, sawmills, planning mills
44	Packing plants, fruit & vegetable packing plants, meat packing plants
45	Canneries, fruit & vegetable, bottlers & brewers, distillers, wineries
46	Other food processing, candy factories, bakeries, potato chip factories
47	Mineral processing, phosphate processing, cement plants, refineries, clay plants, rock & gravel plants
48	Warehousing, distribution terminals, trucking terminals, van & storage warehousing
49	Open storage, new & used bldg supplies, junk yards, auto wrecking, fuel storage, equipment & materials storage
50-69 Agricultural	
50	Improved agricultural
51	Cropland soil capability class I
52	Cropland soil capability class II
53	Cropland soil capability class III
54	Timberland – site index 90 & above
55	Timberland – site index 80-89
56	Timberland – site index 70-79
57	Timberland – site index 60-69
58	Timberland – site index 50-59
59	Timberland not classified by site index to pines
60	Grazing land soil capability class I
61	Grazing land soil capability class II
62	Grazing land soil capability class III
63	Grazing land soil capability class IV

Use Code	Description
64	Grazing land soil capability class V
65	Grazing land soil capability class VI
66	Orchard groves, citrus, etc
67	Poultry, bees, tropical fish, rabbits, etc.
68	Dairies, feed lots
69	Ornamentals, miscellaneous agriculture
70-79 Institutional	
70	Vacant institutional
71	Churches
72	Private schools and colleges
73	Privately owned hospitals
74	Homes for the aged
75	Orphanages, other non-profit or charitable services
76	Mortuaries, cemeteries, crematoriums
77	Clubs, lodges, union halls
78	Sanitariums, convalescent & rest homes
79	Cultural organizations, facilities
80-89 Government	
80	Vacant governmental
81	Military
82	Forests, parks, recreational areas
83	Public county schools – includes all property of board of public instruction
84	Colleges
85	Hospitals
86	Counties (other than public schools, colleges, hospitals) including non-municipal
87	State other than military, forests, parks, recreational areas, colleges, hospitals
88	Federal other than military, forests, parks, recreational areas, hospitals, colleges
89	Municipal other than parks, recreational areas, colleges, hospitals
90-97 Miscellaneous	
90	Leasehold interests (government owned property leased by a non-governmental lessee)
91	Utility, gas & electricity, telephone & telegraph, locally assessed railroads, water & sewer service, pipelines, canals, radio/television communication
92	Mining lands, petroleum lands, or gas lands
93	Subsurface rights
94	Right-of-way, streets, roads, irrigation channel, ditch, etc.
95	Rivers & lakes, submerged lands
96	Sewage disposal, solid waste, borrow pits, drainage reservoirs, waste lands, marsh, sand dunes, swamps

Use Code	Description
97	Outdoor recreational or park land subject to classified use assessment
Centrally Assessed	
98	Centrally assessed
Non-Agricultural Acreage	
99	Acreage not zoned agricultural

APPENDIX D

FORM OF NOTICE TO BE PUBLISHED

APPENDIX D

FORM OF NOTICE TO BE PUBLISHED

To Be Published No Later Than August 24, 2022

[INSERT MAP OF CITY]

NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF FIRE RESCUE SPECIAL ASSESSMENTS

Notice is hereby given that the City Commission of the City of Deerfield Beach will conduct a public hearing to consider reimposing fire rescue special assessments for the provision of fire rescue services within the City of Deerfield Beach for the Fiscal Year beginning October 1, 2022.

The hearing will be held at 7:00 p.m. on September 14, 2022, in the City Commission Chambers of City Hall, 150 N.E. Second Avenue, Deerfield Beach, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (954)480-4200 at least two (2) days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire rescue assessment schedule:

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit			
Residential	\$309.00			
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/ Warehouse	Institutional
	< 1,999	\$489	\$147	\$1,415
	2,000 - 3,499	\$978	\$294	\$2,829
	3,500 - 4,999	\$1,711	\$514	\$4,950
	5,000 - 9,999	\$2,445	\$734	\$7,071
	10,000 - 19,999	\$4,889	\$1,467	\$14,142
	20,000 - 29,999	\$9,777	\$2,933	\$28,283
	30,000 - 39,999	\$14,666	\$4,399	\$42,424
	40,000 - 49,999	\$19,554	\$5,865	\$56,565
	> 49,999	\$24,443	\$7,331	\$70,706

Copies of the Fire Rescue Assessment Ordinance (Ordinance No. 2002/003), the Amended and Restated Initial Assessment Resolution (Resolution No. _____), and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's office in City Hall, located at 150 N.E. Second Avenue, Deerfield Beach, Florida.

The assessments will be collected on the ad valorem property tax bill which will be mailed in November 2022, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Customer Service Department at (954)480-4279, Monday through Friday between 8:00 a.m. and 5:00 p.m.

**CITY CLERK
OF DEERFIELD BEACH, FLORIDA**

City of Deerfield Beach, Florida

Fire Rescue Assessment Memorandum

MAY 2022

Presented by:

Government Services Group, Inc.
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308
(850) 681-3717
(850) 224-7206 (fax)

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Introduction

The City of Deerfield Beach (City) has engaged the professional services and specialized assistance of Government Services Group, Inc. (GSG) and Nabors, Giblin & Nickerson, P.A. (NG&N) to assist the City with updating the fire rescue assessment program for Fiscal Year 2022-23.

GSG is a consulting firm that specializes in addressing and resolving local government finance and taxation issues by working with cities, counties, special districts, and state agencies to develop uniquely tailored funding and service delivery solutions for critical infrastructure and service needs.

NG&N is a law firm dedicated to the legal representation of local governments with related issues of finance and taxation. Combined, both firms maintain extensive experience with structuring and implementing alternative revenue sources for local governments within the State of Florida.

This document is the City of Deerfield Beach Fire Rescue Assessment Memorandum (Assessment Memorandum), which is one of the project deliverables specified in the agreed-to Scope of Services.

BACKGROUND

In Fiscal Year 2021-22, the assessment program funded approximately \$16 million of the City's total fire rescue costs. Table 1 lists the City's current special assessment rates as implemented for Fiscal Year 2021-22.

Table 1
City of Deerfield Beach Fire Assessment Rates (Fiscal Year 2021-22)

RESIDENTIAL PROPERTY USE CATEGORIES		Rate Per Dwelling Unit		
Residential		\$235		
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/ Warehouse	Institutional
	< 1,999	\$437	\$106	\$1,225
	2,000 - 3,499	\$874	\$212	\$2,450
	3,500 - 4,999	\$1,529	\$371	\$4,288
	5,000 - 9,999	\$2,184	\$529	\$6,125
	10,000 - 19,999	\$4,368	\$1,058	\$12,249
	20,000 - 29,999	\$8,736	\$2,115	\$24,498
	30,000 - 39,999	\$13,103	\$3,173	\$36,747
	40,000 - 49,999	\$17,471	\$4,230	\$48,996
	> 49,999	\$21,839	\$5,287	\$61,245

For Fiscal Year 2022-23, the City has decided to update the fire rescue assessment program to reflect changes in the fire rescue call data, the City's property composition and the delivery of fire rescue services within the City.

Service Delivery Description and Assessable Cost Calculations

SERVICE DELIVERY DESCRIPTION

The City has a contract with the Broward Sheriff's Office (BSO) to provide fire rescue services. In addition to emergency medical services/rescue services and fire suppression services, the City receives additional services including, but not limited to, public education, fire prevention, fire investigation and hazardous materials mitigation. The rescue service component in the City, provided by BSO, is certified at an Advance Life Support (ALS) level of service.

The BSO facilities dedicated to the City are comprised of six (6) fire rescue stations. Table 2 lists the stations with the corresponding physical address.

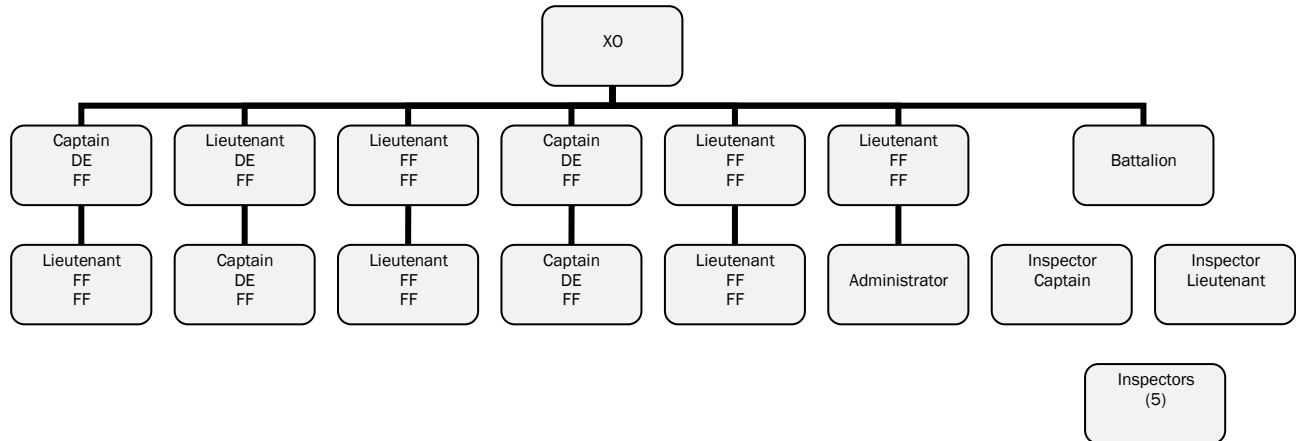
Table 2
Buildings/Facilities Inventory

Station	Address
Station 102	1441 SW 11 th Way Deerfield Beach, FL 33441
Station 4	928 E Hillsboro Blvd Deerfield Beach, FL 33441
Station 75	71 SE 21 st Avenue Deerfield Beach, FL 33441
Station 66	500 S Powerline Road Deerfield Beach, FL 33442
Station 111	232 Goolsby Blvd Deerfield Beach, FL 33442
Station 51	1200 Velerios Blvd. Deerfield Beach, FL 33064

Source: City of Deerfield Beach

Tables 3 through 5 outline the fire rescue service operations and service components within the City. Table 3 outlines the organizational structure. Table 4 describes the minimum staffing for each apparatus. The information in Table 4 is used in the development of the Administrative Factor, as further discussed in the "Development of Factors" section of this Assessment Memorandum. Table 5 lists the location and the fire flow/pumping capacity of the fire suppression apparatus.

Table 3
Fire Rescue Organizational Chart



Source: City of Deerfield Beach

Table 4
Apparatus Minimum Staffing Requirements

Apparatus	Minimum Staffing
Engine	3
Rescue	3
Platform	3
Battalion Chief Vehicle	1
District Chief Vehicle	1

Source: City of Deerfield Beach

Table 5
Apparatus Fire Flow

Station	Apparatus	Fire Flow
Station 102	District Fire Chief Vehicle	N/A
	Executive Officer Vehicle	N/A
	Battalion Chief Vehicles	N/A
	Platform	1,500
	Engine	1,500
	Rescue	N/A
	Dually Pick-Up Truck	N/A
	Mobile Command Vehicle	N/A
	CERT Vehicle	N/A
	Flatbed Vehicle	N/A
	Fire Inspector Vehicles (7)	N/A
Station 4	Engine	1,500
	Rescue	N/A
Station 75	Engine	1,500
	Rescue	N/A
Station 66	Engine	1,500
	Rescue	N/A
Station 111	Rescue	N/A
Station 51	Rescue	N/A
Total Fire Flow		7,500

Source: City of Deerfield Beach

The current pumping capacity is defined as the combined amount of water that all apparatus can pump to a first alarm, non-residential fire. As outlined in Table 5, the pumping capacity readily available to the City is 7,500 gallons per minute.

Accordingly, based on National Fire Protection Association firefighting standards for fire flow as provided for in NFPA 1 Fire Code, 2015, Chapter 18 (assuming ordinary construction), the fire-flow capacity readily available to the City would be substantially consumed in the event of a structure fire involving more than 179,400 square feet. However, the City has made a policy decision not to change the current 50,000 square foot cap on non-residential buildings.

DEVELOPMENT OF FACTORS

FIRE RESCUE V. EMERGENCY MEDICAL SERVICES

In June 2000, litigation over the City of North Lauderdale fire rescue assessment program resulted in a decision by the Fourth District Court of Appeals in the case of SMM Properties, Inc. v. City of North Lauderdale, (the “North Lauderdale” case). The Fourth District Court of Appeals concluded that Emergency Medical Services (EMS) did not provide a special benefit to property. The Court, however, reaffirmed that fire suppression, fire prevention, fire/building inspections and first response medical services do provide a special benefit to property.

To address these concerns, GSG developed a methodology that removed the costs associated with emergency medical services. This method of splitting the fire and EMS portions of a consolidated public safety department’s budget was upheld by the Fourth District Court of Appeals in July 2010 in Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4th DCA 2010). Accordingly, the City’s fire rescue costs were split from emergency medical service costs based on the following general guidelines.

DIRECT ALLOCATIONS

To the extent that certain line items could be allocated directly between fire and EMS, direct allocations were made. For example, all costs associated with “Fire Apparatus” were allocated entirely to fire. Similarly, all costs associated with “EMS Apparatus” were allocated entirely to EMS.

ADMINISTRATIVE FACTOR

Certain line items were allocated between fire and EMS based on an Administrative Factor. This Administrative Factor is derived by creating a ratio between non-EMS or fire personnel and total combat personnel. Based on the minimum staffing, the City has 20.3 non-EMS personnel and 18 EMS personnel, for a total of 38.3 combat personnel readily available per shift. This minimal staffing therefore yields a 53.01 percent non-EMS Administrative Factor.

This percentage was applied to all applicable line items to allocate the costs that could not be directly allocated as Fire costs or EMS costs, and that could not be operationally allocated (see section below). For example, the personnel expenditures for salaries and benefits were allocated based on the Administrative Factor. Similarly, the Administrative Factor was applied to operating expenditures for “Utility Service,” “R/M Equipment” and “Office Supply - Misc” to determine the fire service costs of these line items.

OPERATIONAL FACTOR

Other expenditure line items may also be allocated between Fire and EMS based on an Operational Factor. The Operational Factor is derived by creating a ratio between non-EMS (i.e. fire) calls and EMS calls, and this ratio, which is based on the fire rescue calls within the City, was applied to certain budget line items such as “R/M Vehicles” and “Oper Supply – Gas/Oil/Lube”.

To develop the Operational Factor for the City, GSG obtained fire rescue incident data identifying the number of fire rescue calls made within the City for calendar year 2021.

The ratio between non-EMS (i.e. fire) calls and EMS calls is then applied to all applicable line items to allocate the costs that could not be directly allocated as fire costs or EMS costs, and that could not be administratively allocated. For calendar year 2021, the city had 16,380 total fire rescue incidents, of which 4,434 were non-EMS (i.e. fire) calls and 11,946 were EMS calls. This information results in a 27.07 percent non-EMS Operational Factor.

ASSESSABLE COST CALCULATIONS

The fire rescue assessable cost calculations are based on the following assumptions for the purpose of this Assessment Memorandum.

- The City provided the FY 2022-23 proposed budget and the 5-year CIP.
- A 5% annual increase was applied across all “Personnel Expenses,” “Operating Expenses,” and “Transfers/Reserves.”
- No annual increase was applied to “Capital Outlay” or “Revenues.”
- The line items comprising “Revenues” are shown as a reduction of the total projected expenditures for each fiscal year, thereby reducing the total assessable costs for each respective year. “Revenues” are comprised of revenue directly received from or for the delivery of fire rescue services. Most revenues were able to be allocated between fire and EMS based on a Direct Factor allocation.
- Pursuant to section 197.3632, Florida Statutes, the tax collector and property appraiser must each enter into an agreement with the local government for reimbursement of necessary administrative costs incurred from the collection of the non-ad valorem assessment. Accordingly, if any such fee(s) is charged, the fee may be recouped as an add-on to the total assessable costs for the year.

The line item “Collection Costs @ 2% (tax collector)” under “Additional Costs” reflects reimbursement for the collection costs associated with the non-ad valorem assessment incurred by the Tax Collector. Pursuant to section 197.3632, Florida Statutes, a municipal or county government shall only compensate the tax collector and property appraiser for the actual costs of collecting the non-ad valorem assessment. Accordingly, the Tax Collector and Property Appraiser’s collection costs are estimated to be 2% of the total assessable costs. The applied collection charge is estimated to be adequate to cover the Tax Collector’s actual collection costs.

- The line item “Statutory Discount @ 5%” under “Additional Costs” reflects a 95% collection of the Fire Rescue Assessment to cover the 4% statutory discount allowed by the Uniform Method and 1% reserve for under collection. Accordingly, the statutory discount is budgeted at 5% of the total assessable costs.

Table 6 provides a calculation of the assessable costs for Fiscal Year 2022-23 based on an application of the above factors to the proposed Fiscal Year 2022-23 budget as provided by the City. The calculation yields an assessable cost of \$18,243,571 for Fiscal Year 2022-2023.

Table 6
Assessable Cost Calculations (Fiscal Year 2022-23)

Expenses	Proposed FY 2022-23	FY 2022-23 Assessable Budget
Personnel Expenses		
Regular Salary	16,532,892	8,764,086
Cell Phone Supplement	1,200	636
Overtime	902,000	478,150
Special Pay	51,724	27,419
Total Personnel Services	17,487,816	9,270,291
Fringe Benefits		
FICA Taxes	1,318,848	699,121
Retire/Regular	7,931	4,204
Retire/Special Risk	4,321,716	2,290,942
Retire/Drop Special Risk	0	0
Life/Health Insurance	3,065,662	1,625,107
OPEB	329,850	174,853
IAFF-BIVA	587,604	311,489
RHSP	1,222	648
Worker's Comp	693,747	367,755
Employee Benefits	7,433,097	3,940,285
Overhead Allocation	1,238,561	656,561
Total Fringe Benefits	18,998,238	10,070,966
Operating Expenses		
Prof Svc/Admin	67,206	35,626
Contract Services/General	68,100	36,100
Travel-In/Out State	3,660	1,940
Communication Svc/Fixed	13,996	7,419
Communication Svc/Portable	13,176	6,985
Communication Svc/Aircards	13,600	7,209
Utility Service	5,000	2,651
Water & Waster Disposal	4,600	2,438
R/L Office Machines	6,200	3,287
R/L Equipment	75,000	39,758
R/L Building/Grounds	30,007	15,907
Ins/Admin-Bond/Ins	239,270	126,837
R/M Equipment	9,500	5,036
R/M Vehicles	307,000	83,105
R/M Build/Ground	3,000	1,590
R/M Comm-Equip	1,500	795
Contract Print & Binding	1,000	530
Other/Chg/Obl/Laund	40,000	21,204
Data Processing	10,100	5,354
Office Supply-Misc	5,500	2,916
Office Supply-Office	6,000	3,181
Off Supp/Cln/Janit	20,000	10,602
Debt Interest Expense	0	0
Operat Supply-Equipment < \$5,000	9,000	4,771
Oper Supply-Gas/Oil/Lube	193,817	52,466
Oper Supply-Tools	123,850	65,653
Oper Supply-Kitch Supply	2,250	1,193

Expenses	Proposed FY 2022-23	FY 2022-23 Assessable Budget
Oper Supply-Instit	330,000	0
Oper supply/Misc	62,000	32,866
Oper Supply-Uniforms	140,264	74,354
Computers less than \$1,000	5,910	3,133
Books/Pub/Sub	3,479	1,844
Dues/Membership	1,000	530
Education/Tuition	31,800	16,857
Training/Misc	2,500	2,500
Materials/Supplies (EMS Capital)	0	0
Materials/Supplies (Fire Capital)		
Preventative Maint. (Fire)	10,000	10,000
Preventative Maint. (EMS)		0
Total Operating Expenses	1,859,285	686,636
Capital Outlay		
Mach-Equip/Equipment	58,000	30,746
Communications	90,123	47,774
Total Capital	148,123	78,520
CIP		
35 SCBA Packs	258,300	258,300
70 SCBA Cylinder Bottles	87,192	87,192
105 SCBA Face Msk	36,162	36,162
Rescue - 92142	510,000	0
Rescue - 15-92102	0	0
Rescue - 19-92004	950,000	0
Rescue - 21 92111		0
Inspector Vehicle 2038	42,000	42,000
Inspector Vehicle 2039	42,000	42,000
Inspector Vehicle 2041		0
Inspector Vehicle 2085		0
Inspector Vehicle 2086		0
Inspector Vehicle 2151		0
Engine	1,083,500	1,083,500
Total CIP	3,305,400	1,706,194
Transfers/Reserves		
Transfer to General Fund	604,327	320,354
Total Transfers/Reserves	604,327	320,354
Total Expenditures	\$42,403,189	\$22,132,961
Revenues		
Fire Insurance Premium Tax	618,399	618,399
Hillsboro Fire Agreement	803,114	425,731
Fire Inspection Fees	375,000	375,000
Fire Plan Review Fees	200,000	200,000
Fire Interlocal Agmt - BSO	109,694	58,149
Ambulance Service Fees	3,000,000	0
Total Revenues	\$5,106,207	\$1,677,279
Total Expenditures	42,403,189	22,132,961

Expenses	Proposed FY 2022-23	FY 2022-23 Assessable Budget
Total Revenue	5,106,207	1,677,279
Net Expenditures	\$37,296,982	\$20,455,682
Additional Expenditure		
Study Costs		23,350
Collection costs @ 2% (Tax Collector)		461,021
Collection costs @ 2% (Property Appraiser)		461,021
Statutory Discount @ 5%		1,188,949
Total Additional Costs		2,134,340
Total Assessable Costs		\$22,590,023

Table 7 shows the assessable costs for Fiscal Year 2022-23 through Fiscal Year 2026-27 and the five-year average assessable costs based on an application of the above factors to the proposed Fiscal Year 2022-23 budget as provided by the City.

Table 7
Assessable Cost Calculations (Fiscal Year 2022-23 through Fiscal Year 2026-27 and Five-Year Average)

Expenses	FY 2022-23 Assessable Budget	FY 2023-24 Assessable Budget	FY 2024-25 Assessable Budget	FY 2025-26 Assessable Budget	FY 2026-27 Assessable Budget	5-Year Average Assessable Budget
Personnel Services	9,270,291	9,733,806	10,220,496	10,731,521	11,268,097	10,244,842
Fringe Benefits	10,070,966	10,574,514	11,103,240	11,658,402	12,241,322	11,129,689
Operating Expenses	686,636	772,268	813,971	858,069	904,711	747,768
Capital	78,520	82,446	86,568	90,897	95,442	86,775
CIP	1,706,194	267,092	270,157	288,515	190,883	249,880
Transfers/Reserves	320,354	336,371	353,190	370,850	389,392	354,031
Total Expenditures	22,132,961	21,766,497	22,847,622	23,998,253	25,089,847	22,812,985
Total Revenue	1,677,279	1,677,279	1,677,279	1,677,279	1,677,279	1,677,279
Net Expenditures	\$20,455,682	\$20,089,219	\$21,170,343	\$22,320,975	\$23,412,568	\$21,135,706
Total Additional Costs	2,134,340	2,096,565	2,208,008	2,326,616	2,439,138	2,240,933
Total Assessable Costs	\$22,590,023	\$22,185,784	\$23,378,351	\$24,647,590	\$25,851,706	\$23,376,640

Determination of Fire Rescue Services Demand

INCIDENT DATA

GSG obtained information from the City in an electronic format, identifying the number and type of fire rescue incident responses by BSO within the City for Calendar Year 2021.

BSO uses the National Fire Incident Reporting System (NFIRS) to record the fire rescue incidents within the City. The NFIRS is a tool for fire departments to report and maintain computerized records of fire rescue incidents and other department activities in a uniform manner.

Under this system, a series of basic phrases with code numbers are used to describe fire rescue incidents. A data field in the NFIRS, “type of situation found,” identifies the incident as an EMS or non-EMS type of call for each incident. Appendix A provides a codes list for the “type of situation found” as recorded on the fire rescue incident reports used to identify EMS and non-EMS calls.

Another data field in the NFIRS, “fixed property use,” identifies the type of property that fire rescue departments respond to for each fire rescue incident. The fixed property uses correlate to property uses determined by the Broward County Property Appraiser on the ad valorem tax roll. Appendix B provides a codes list for the “fixed property use” as recorded on the fire rescue incident reports.

GSG analyzed the Calendar Year 2021 fire rescue incident data from the NFIRS files to evaluate trends and determine if aberrations were present. The fire rescue incident data for Calendar Year 2021 represents 16,380 total fire rescue incidents.

Of the 16,380 fire rescue incidents, there were 11,946 incidents classified as EMS type incidents based on the type of situation found indicated on the incident report. The 11,946 EMS type incidents were not included in the analysis.

There are certain fire rescue incidents that could not be assigned to a specific property or parcel. These calls represent non-specific type incidents, which are incidents that either could not be correlated to a specific parcel or calls that involved auto accidents and other types of incidents along roads and highways. Of the 4,434 remaining fire type incidents, 2,975 were calls to specific property uses. Accordingly, 1,459 incidents were considered non-specific type incidents. Because of the inability to correlate these non-specific type incidents to specific property categories, the call analysis does not include these 1,459 incidents. The City’s budget is sized based upon its ability to provide service to improved property within its boundaries. Therefore, the level of services required to meet anticipated demand for fire rescue services and the corresponding annual fire rescue budget required to fund fire rescue services provided to non-specific property uses would be required notwithstanding the occurrence of any incidents from such non-specific property use.

Because of the urbanized character of the City, the suppression of fires on vacant land and agricultural property primarily benefits adjacent property by containing the spread of fire rather than preserving the integrity of the vacant parcel. Thus, incidents to vacant and agricultural property were not included in the final analysis of the fire call database. The 21 calls to these two property-use categories were removed.

Using the fixed property use codes, the remaining 2,954 fire type incidents corresponding to specific properties were assigned to the following property use categories: residential, commercial, industrial/warehouse and institutional.

Table 8 outlines the property use category assignment of fire type incidents based on the analysis conducted.

Table 8
Fire Rescue Calls by Category (Calendar Year 2021)

Category	Number of Incidents	Percentage of Calls
Residential	2,107	71.33%
Commercial	395	13.37%
Industrial/Warehouse	118	3.99%
Institutional	334	11.31%
Total	2,954	100.00%

Source: City of Deerfield Beach

WEIGHTING OF INCIDENTS

The cost of responding to calls varies among the property use categories. To address these different costs, GSG assigned a cost factor for each property category based on two factors:

1. the number of personnel initially responding to incidents in the property use category; and
2. the average time that personnel and equipment were out-of-service while responding to incidents in the particular property use category.

The number of personnel typically initially responding based on the response protocol within the City and the relative weighting factor for each property use category are seen in Table 9 below.

Table 9
Typical Initial Response and Relative Weighting Factors

Property Category	Typical Initial Response	Relative Weighting Factor
Residential	12	1.0000
Commercial	16	1.3333
Industrial/Warehouse	16	1.3333
Institutional	16	1.3333

In addition, the City's fire rescue incident data maintains the time that each apparatus is out-of-service (not available to respond to a call for service). These times were aggregated by property use category and divided by the number of calls in each particular property use category to arrive at an average time out-of-service. These times and relative weighting factors for each property use category are seen in Table 10 below:

Table 10
Average Call Duration and Relative Weighting Factors

Property Category	Average Call Duration	Relative Weighting Factor
Residential	17.67	1.0000
Commercial	22.35	1.2644
Industrial/Warehouse	26.88	1.5208
Institutional	20.20	1.1431

The actual fire calls in Table 8, typical initial response relative weighting factors in Table 9 and average call duration relative weighting factors in Table 10 were used to calculate the weighted fire calls for each property use category based on the formula below:

$(\text{Actual Fire Calls} \times \text{Typical Initial Response Relative Weighting Factor} \times 0.5) + (\text{Actual Fire Calls} \times \text{Average Call Duration Relative Weighting Factor} \times 0.5)$

Table 11 outlines the property use category assignment of weighted fire type incidents based on the analysis conducted by GSG.

Table 11
Weighted Fire Calls by Property Category (Calendar Year 2021)

Property Category	Number of Weighted Incidents	% Weighted Calls
Residential	2,107	65.80%
Commercial	513	16.02%
Industrial/Warehouse	168	5.25%
Institutional	414	12.93%
Total	3,202	100%

PROPERTY DATA

The City provided GSG with the number of dwelling units and non-residential building square footage for each property category which were obtained from the City's special assessment roll maintained by the Broward County Property Appraiser's Office.

Each property use within the City on the ad valorem tax roll was assigned, by the City, to one or more of the property use categories based on their assignment of use by the Broward County Property Appraiser or verification of use obtained through field research based on the Florida Department of Revenue (DOR) two digit property use codes reflected in the Rule 12D-8.008, Florida Administrative Code. A listing of Broward County's Property Use (DOR) codes is provided as Appendix C.

Further analysis was conducted to determine the use of each building on a parcel. The Property Appraiser assigns a building improvement code based on a building's assigned use on a parcel of property. An analysis regarding building improvement types based on the assignment of use by the Broward County Property Appraiser was conducted. A list of building improvement codes used by the Broward County Property Appraiser and associated assessment category is provided as Appendix D.

For parcels assigned to the residential property use category, the total number of dwelling units was determined.

For parcels within the non-residential property use categories of commercial, industrial/warehouse and institutional, the amount of square footage of the non-residential structures was determined from the building files on the ad valorem tax roll and assigned to the appropriate square foot tier.

Computation of Fire Rescue Assessments

SPECIAL BENEFIT ASSUMPTIONS

The following assumptions support a finding that the fire rescue services, facilities, and programs provided by the City provide a special benefit to the assessed parcels.

- Fire rescue services, facilities, and programs possess a logical relationship to the use and enjoyment of property by: (i) protecting the value and integrity of improvements and structures through the availability and provision of comprehensive fire rescue services; (ii) protecting the life and safety of intended occupants in the use and enjoyment of property; and (iii) lowering the cost of fire insurance by the presence of a professional and comprehensive fire rescue program.
- The availability and provision of comprehensive fire rescue services enhance and strengthen the relationship of such services to the use and enjoyment of the parcels of property, the market perception of the area and, ultimately, the property and rental values within the assessable area.

APPORTIONMENT METHODOLOGY

The following section describes the assessment apportionment methodology for fire rescue services based on: (i) the fire rescue assessable cost calculations; (ii) the ad valorem tax roll maintained by the property appraiser and (iii) the fire rescue incident data.

COST APPORTIONMENT

The proposed Fiscal Year 2022-23 assessable costs were apportioned among property use categories based upon the historical demand for fire services reflected by the calendar year 2021 fire incident data. This apportionment is illustrated in Table 12.

Table 12
Cost Apportionment (Fiscal Year 2022-23)

Category	Number of Weighted Calls	Percentage of Weighted Calls	Percentage of Fiscal Year 2022-23 Assessable Costs
Residential	2,107	65.80%	\$14,864,828
Commercial	513	16.02%	\$3,619,201
Industrial/Warehouse	168	5.25%	\$1,185,235
Institutional	414	12.93%	\$2,590,023
Total	3,202	100.00%	\$22,590,023

The projected five-year average (Fiscal Year 2022-23 through Fiscal Year 2026-27) assessable costs were apportioned among property use categories based upon the historical demand for fire services reflected by the calendar year 2021 fire incident data. This apportionment is illustrated in Table 13.

Table 13
Five-Year Average Cost Apportionment (Fiscal Year 2022-23 through Fiscal Year 2026-27)

Category	Number of Weighted Calls	Percentage of Weighted Calls	Percentage of Five-Year Average Assessable Costs
Residential	2,107	65.80%	\$15,382,442
Commercial	513	16.02%	\$3,745,227
Industrial/Warehouse	168	5.25%	\$1,226,507
Institutional	414	12.93%	\$3,022,464
Total	3,202	100.00%	\$23,376,640

PARCEL APPORTIONMENT

The share of the assessable costs apportioned to each property use category was further apportioned among the individual buildings of property within each property use category on the basis shown in Table 14.

Table 14
Parcel Apportionment within Property Use Categories

Category	Parcel Apportionment
Dwelling Unit	Per Dwelling Unit
Non-Residential	
-Commercial	Improvement Area Per Building
-Industrial/Warehouse	Within Square Footage Ranges
-Institutional	

Applying the foregoing parcel apportionment methodology, fire rescue assessment rates were computed for each property use category.

RESIDENTIAL PARCEL APPORTIONMENT ASSUMPTIONS

The following assumptions support findings that the parcel apportionment applied in the Residential Property Use Category is fair and reasonable. The Residential Property Use Category includes such properties as single-family dwelling units, multi-family dwelling units and mobile homes.

- The size or the value of the residential parcel does not determine the scope of the required fire services. The potential demand for fire services is driven by the existence of a dwelling unit and the anticipated average occupant population.
- Apportioning the assessed costs for fire services attributable to the residential property use category on a per dwelling unit basis is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of parcel apportionment based upon historical fire call data.

RESIDENTIAL PARCEL APPORTIONMENT CALCULATION

Based upon the historical demand for fire services, the percentages of assessable costs attributable to residential property was calculated. The amount of assessable costs allocable to the residential property use category was divided by the number of dwelling units in the City to compute the fire assessment to be imposed against each dwelling unit. For each residential parcel, the actual number of dwelling units located on the parcel will be multiplied by the residential dwelling unit rate to compute the residential fire assessment amount for the parcel.

Table 15 illustrates the assignment of dwelling units under this apportionment methodology to the Residential Property Use Category.

Table 15
Residential Dwelling Units

Residential Property Use Category	Number of Dwelling Units
Residential	41,401

Source: Broward County Property Appraiser's Office

NON-RESIDENTIAL PARCEL APPORTIONMENT ASSUMPTIONS

The following assumption supports findings that the parcel apportionment applied in the Non-Residential Property Use Category is fair and reasonable.

- The separation of the non-residential buildings by square foot tier is fair and reasonable for the purpose of parcel apportionment because the demand for fire services is determined and measured by the size of structures and improvements within benefited parcels.
- In accordance with section 166.223, Florida Statutes, which mandates that the City treat recreational vehicle park property as commercial property for non-ad valorem special assessments levied by the City, like the fire rescue assessment, it is fair and reasonable to treat each RV space within recreational vehicle park property as a building of commercial property and assign the square footage of 191 square feet, the average size of a recreational vehicle, according to the Florida Association of RV Parks and Campgrounds. This square footage was then aggregated by parcel.

NON-RESIDENTIAL PARCEL APPORTIONMENT CALCULATION

Based upon the historical demand for fire services, property in the Non-Residential Property Use Category will be responsible for funding a percentage of assessable costs. The amount of the assessable costs allocable to each non-residential parcel will be based upon the aggregate of all non-residential buildings within each square foot tier situated on the parcel.

The non-residential assessment rate was determined by multiplying the percent of total fire calls attributable to non-residential property by the total assessable costs. This calculated amount of assessable costs was then divided by the number of assigned non-residential square feet to obtain an assessment amount per building within each non-residential property category. For buildings containing non-residential improvements of 50,000 square feet or more, an assignment of improved area of 50,000 square feet was made.

Table 16 shows the number of buildings in each square foot range for each non-residential property use category.

Table 16
Non-Residential Buildings by Property Category and Square Foot Range

Non-Residential Property Use Categories	Building Classification (in square foot ranges)	Commercial	Industrial/Warehouse	Institutional
	≤ 1,999	239	138	13
	2,000 - 3,499	171	109	10
	3,500 - 4,999	98	45	16
	5,000 - 9,999	101	142	21
	10,000 - 19,999	85	103	22
	20,000 - 29,999	28	51	8
	30,000 - 39,999	24	16	4
	40,000 - 49,999	20	21	2
	> 49,999	40	47	20

Source: Broward County Property Appraiser's Office

COMPUTATION OF FIRE ASSESSMENT RATES

Fire assessment rates were calculated based on the assessable costs of providing fire rescue services, the number of weighted fire calls apportioned to specific property categories and the number of billing units within the specified property categories.

Table 17 illustrates the assessment rates after application of the assessment methodology based on 100% funding of the Fiscal Year 2022-23 assessable budget.

Table 17
Fire Assessment Rates (Fiscal Year 2022-23) (100% Funding)

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit			
Residential	\$360.00			
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/Warehouse	Institutional
	< 1,999	\$570	\$171	\$1,647
	2,000 - 3,499	\$1,139	\$342	\$3,293
	3,500 - 4,999	\$1,993	\$598	\$5,763
	5,000 - 9,999	\$2,846	\$854	\$8,233
	10,000 - 19,999	\$5,692	\$1,707	\$16,465
	20,000 - 29,999	\$11,383	\$3,414	\$32,929
	30,000 - 39,999	\$17,075	\$5,121	\$49,393
	40,000 - 49,999	\$22,766	\$6,828	\$65,858
	> 49,999	\$28,458	\$8,535	\$82,322

*Estimated Gross Revenue: \$22,590,023; Estimated Exempt Buy-down: \$2,259,017; Estimated Net Revenue: \$20,331,006.

Table 18 illustrates the assessment rates after application of the assessment methodology based on 100 percent funding of the projected five-year average (Fiscal Year 2022-23 through Fiscal Year 2026-27) assessable costs.

Table 18

Five-Year Average Fire Assessment Rates (Fiscal Year 2022-23 through Fiscal Year 2026-27) (100% Funding)

RESIDENTIAL PROPERTY USE CATEGORIES		Rate Per Dwelling Unit		
Residential		\$372.00		
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/Warehouse	Institutional
	< 1,999	\$589	\$177	\$1,704
	2,000 - 3,499	\$1,178	\$354	\$3,408
	3,500 - 4,999	\$2,062	\$619	\$5,964
	5,000 - 9,999	\$2,945	\$884	\$8,519
	10,000 - 19,999	\$5,890	\$1,767	\$17,038
	20,000 - 29,999	\$11,780	\$3,533	\$34,076
	30,000 - 39,999	\$17,669	\$5,300	\$51,113
	40,000 - 49,999	\$23,559	\$7,066	\$68,151
	> 49,999	\$29,449	\$8,833	\$85,188

*Estimated Gross Revenue: \$23,376,640; Estimated Exempt Buy-down: \$2,337,212; Estimated Net Revenue: \$21,039,428.

EXEMPTIONS AND IMPACT OF EXEMPTIONS

Because the fire rescue assessment is being developed to meet the case law standards for a valid special assessment, any proposed exemptions require special scrutiny. The crafting of an exemption must be founded upon a legitimate public purpose, and not tramp on state or federal constitutional concepts of equal protection and constitutional prohibitions against establishment of religion or the use of the public treasury directly or indirectly to aid religious institutions. Furthermore, to ensure public acceptance, any exemption must make common sense and be fundamentally fair. Finally, the impact of any proposed exemption should be evaluated in terms of its magnitude and fiscal consequences on the City's general funds.

Whenever crafting an exemption, it is important to understand that the fair apportionment element required by Florida case law prohibits the shifting of the fiscal costs of any special assessment from exempt landowners to other non-exempt landowners. In other words, the funding for an exemption from a special assessment must come from a legally available external revenue source, such as the City's general fund. Funding for fire assessment exemptions cannot come from the proceeds derived directly from the imposition of special assessments for fire services and facilities. Because any exemption must be funded by an external funding source, the grant of any exemption will not have any impact upon the fire assessment to be imposed upon any other non-exempt parcels.

Whether or not the City decides to fund exemptions for fire rescue assessments on property owned by non-governmental entities would be based upon a determination that such exemptions constituted a valid public purpose. The importance of special assessments on non-governmental, tax-exempt parcels has been addressed by the Florida Supreme Court in Sarasota County v. Sarasota Church of Christ, 667 So.2d 180 (Fla. 1995) (In reciting the facts of the case on appeal, the Court stated that the party challenging the assessment consisted of religious organizations or entities owning developed real property in Sarasota County [the Churches] that are exempt from ad valorem taxes but not from special assessments.) The funding of exemptions for non-governmentally owned institutional property wholly exempt from ad valorem taxes could be based on a finding that such properties provide facilities and uses to their ownership, occupants, or membership, as well as the public in general, that otherwise

might be required to be provided by the City. Such a finding would be the basis for a determination that such properties served a legitimate public purpose or provided a public benefit that merited the City's funding of an exemption from the fire rescue assessment.

In identifying an appropriate exemption scheme, the City should be cautious not to confuse the ownership of a parcel with the parcel's use. For example, a determination to exempt properties used for institutional purposes would have to be extended to similar institutional property owned by entities created for profit, as well as institutional property owned by non-profit or governmental entities. However, if the City wanted to make the policy decision to narrow the exemption to only institutional property owned by not-for-profit entities, it might consider adding a second test to the exemption which afforded exemptions to institutional properties which were wholly exempt from ad valorem taxes. Adding the tax-exempt criteria further narrows the exemption on a well-tested tax-exempt premise.

Whether the City decides to charge governmental entities or fund exemptions on governmentally owned property requires somewhat different considerations. First, a forced sale of government property is not available as an enforcement mechanism. The charge to governmentally owned parcels would be more akin to a service fee for each government parcel's proportionate benefit from the availability and provision of fire rescue services by the City. The billing would be direct, received by government buildings and facilities. Enforcement would be by judicial proceedings to require payment. As to each level of government, differing concepts of immunity and other statutory provisions or case law decisions may prevent collection or frustrate special assessment imposition.

State and federal laws contain a patchwork of provisions exempting certain governmental property owners from the payment of special assessments. For example, section 423.02, Florida Statutes, exempts certain housing projects from the payment of special assessments. This general law does provide that a housing authority may agree with a local government to make payments in lieu of taxes, but past experience is that such an agreement, if in existence at all, under-funds the impact of such properties on a City's fire assessable cost calculations.

Accordingly, if the City chooses to exempt governmentally owned property from the fire rescue assessment and fund such costs from inter-local agreement with the affected government or from the City's general fund, it is important that the City take steps to set up a reasonable contingency within its general budget to fund the cost incurred in providing fire rescue services to governmentally owned properties.

Table 19 summarizes the estimated Fiscal Year 2022-23 and five-year average impact of exempting institutional, wholly tax-exempt and governmental, wholly tax-exempt property.

Table 19
Fiscal Year 2022-23 and Five-Year Average Estimated Exemptions (100% Funding)

Financial Classification	Fiscal Year 2022-23	Five-Year Average
Estimated Assessable Costs	\$22,590,023	\$23,376,640
Estimated Buy-down for Institutional Tax-Exempt	\$997,231	\$1,031,797
Estimated Buy-down for Governmental Tax-Exempt	\$1,261,786	\$1,305,415
Estimated Revenue Generated	\$20,331,006	\$21,039,428

Outstanding Issues

NON-SPECIFIC CALLS

In the fire call analysis, certain fire related calls were classified as non-property specific, because of the location of occurrence in the incident report. These calls represent non-specific incidents that either could not be correlated to a specific parcel or involved auto accidents or other types of incidents along roads and highways. These calls are excluded from the analysis that determines the percentage of calls for service to respective property types and, therefore, are not considered in the determination of the extent of budget required to fund the department. Because the budget is established based on the ability of the department to adequately protect structures, no adjustment has been made to the budget due to non-property specific calls. Further, even if such calls did affect the cost of the department's operations, there are sufficient non-assessment revenues available to offset any impact upon the budget.

EXTENSION OF RATES

To accurately calculate the rates for this fiscal year GSG apportioned the assessable cost amongst properties using a particular methodology as detailed in this Assessment Memorandum. In order to ensure that the special assessment program is not compromised, the person/persons that prepare the assessment roll and extend the rates to particular properties should do so in the same manner as the rates were calculated in this Assessment Memorandum. Failure to do so may result in inconsistencies between the methodology used to calculate rates for a specific property and the rates that a specific property is billed.

Appendix A

SITUATION FOUND CODES AND DESCRIPTIONS

Situation Found	Situation Found Description	EMS/Non-EMS
111	Building Fire	Non-EMS
112	Fires in structures other than in a building	Non-EMS
113	Cooking fire, confined to a container	Non-EMS
115	Incinerator overload or malfunction, fire contained	Non-EMS
117	Commercial compactor fire, confined to contents	Non-EMS
118	Trash or rubbish fire, contained	Non-EMS
121	Fire in mobile home used as fixed residence	Non-EMS
122	Fire in motor home, camper, recreational vehicle	Non-EMS
130	Mobile property (vehicle) fire, other	Non-EMS
131	Passenger vehicle fire	Non-EMS
132	Road freight or transport vehicle fire	Non-EMS
134	Water vehicle fire	Non-EMS
138	Off-road vehicle or heavy equipment fire	Non-EMS
140	Natural vegetation fire, other	Non-EMS
142	Brush, or brush and grass mixture fire	Non-EMS
143	Grass fire	Non-EMS
150	Outside rubbish fire, other	Non-EMS
151	Outside rubbish, trash or waste fire	Non-EMS
154	Dumpster or other outside trash receptacle fire	Non-EMS
160	Special outside fire, other	Non-EMS
162	Outside equipment fire	Non-EMS
200	Overpressure rupture, explosion, overheat, other	Non-EMS
251	Excessive heat, scorch burns with no ignition	Non-EMS
311	Medical assist, assist EMS crew	EMS
321	EMS call, excluding vehicle accident with injury	EMS
322	Vehicle accident with injuries	EMS
323	Motor vehicle/pedestrian accident (MV Ped)	EMS
324	Motor Vehicle Accident, No Injuries	EMS
331	Lock-in (if lock out, use 511)	Non-EMS
342	Search for person in water	Non-EMS
352	Extrication of victim(s) from vehicle	Non-EMS
353	Removal of victim(s) from stalled elevator	Non-EMS
356	High angle rescue	Non-EMS
357	Extrication of victim from machinery	Non-EMS
381	Rescue or EMS standby	EMS
410	Flammable gas or liquid condition, other	Non-EMS
411	Gasoline or other flammable liquid spill	Non-EMS
412	Gas leak	Non-EMS
413	Oil or other combustible liquid spill	Non-EMS
421	Refrigeration leak	Non-EMS
422	Chemical spill or leak	Non-EMS

Situation Found	Situation Found Description	EMS/Non-EMS
424	Carbon monoxide incident	Non-EMS
440	Electrical wiring/equipment problem, other	Non-EMS
441	Heat from short circuit (wiring), defective/worn	Non-EMS
442	Overheated motor	Non-EMS
443	Light ballast breakdown	Non-EMS
444	Power line down	Non-EMS
445	Arcing, shorted electrical equipment	Non-EMS
460	Accident, potential accident, other	Non-EMS
461	Building or structure weakened or collapsed	Non-EMS
463	Vehicle accident, general cleanup	Non-EMS
480	Attempted burning, illegal action, other	Non-EMS
481	Attempted to burn	Non-EMS
510	Person in distress, other	Non-EMS
511	Lock-out	Non-EMS
520	Water problem, other	Non-EMS
522	Water or steam leak	Non-EMS
531	Smoke or odor removal	Non-EMS
540	Animal problem, other	Non-EMS
541	Animal problem	Non-EMS
542	Animal rescue	Non-EMS
550	Public service assistance, other	Non-EMS
551	Assist police or other governmental agency	Non-EMS
552	Police matter	Non-EMS
553	Public service	Non-EMS
554	Assist invalid	EMS
555	Defective elevator	Non-EMS
561	Unauthorized burning	Non-EMS
571	Cover assignment, standby, move up	Non-EMS
611	Dispatched & canceled en route	Non-EMS
621	Wrong location	Non-EMS
622	No incident found upon arrival	Non-EMS
631	Authorized controlled burning	Non-EMS
632	Prescribed fire	Non-EMS
650	Steam, other gas mistaken for smoke, other	Non-EMS
651	Smoke scare, odor of smoke	Non-EMS
652	Steam, vapor, fog or dust thought to be smoke	Non-EMS
653	Barbecue, tar kettle	Non-EMS
661	EMS call, party transported by non-fire agency	EMS
671	Hazmat release investigation w/no hazmat	Non-EMS
710	Malicious, mischievous false call, other	Non-EMS
711	Municipal alarm system, malicious false alarm	Non-EMS

Situation Found	Situation Found Description	EMS/Non-EMS
713	Telephone, malicious false alarm	Non-EMS
714	Central station, malicious false alarm	Non-EMS
715	Local alarm system, malicious false alarm	Non-EMS
721	Bomb scare - no bomb	Non-EMS
730	System malfunction	Non-EMS
731	Sprinkler activation due to malfunction	Non-EMS
732	Extinguishing system activation due to malfunction	Non-EMS
733	Smoke detector activation due to malfunction	Non-EMS
734	Heat detector activation due to malfunction	Non-EMS
735	Alarm system sounded due to malfunction	Non-EMS
736	CO detector activation due to malfunction	Non-EMS
740	Unintentional transmission of alarm, other	Non-EMS
741	Sprinkler activation, no fire - unintentional	Non-EMS
743	Smoke detector activation, no fire - unintentional	Non-EMS
744	Detector activation, no fire - unintentional	Non-EMS
745	Alarm system sounded, no fire - unintentional	Non-EMS
746	Carbon monoxide detector activation, no CO	Non-EMS
814	Lightning strike, no fire	Non-EMS

Appendix B

FIXED PROPERTY USE CODES AND DESCRIPTIONS

Fixed Property Use	Fixed Property Use Description	Category Assigned
000	FIXED PROP USE UNDETERMINED	NON-SPECIFIC
100	UNKNOWN OTHER	NON-SPECIFIC
110	FIXED USE RECREATION, OTHER	COMMERCIAL
122	CONVENTION CENTER, EXHIBITION HALL	COMMERCIAL
124	PLAYGROUND	COMMERCIAL
129	AMUSEMENT CENTER INDOOR/OUTDOOR	COMMERCIAL
131	CHURCH/CHAPEL	INSTITUTIONAL
140	CLUBS, OTHER	INSTITUTIONAL
141	ATHLETIC CLUB/YMCA	INSTITUTIONAL
142	CLUB HOUSE	COMMERCIAL
150	PUBLIC, GOVT, OTHER	INSTITUTIONAL
151	LIBRARY	INSTITUTIONAL
155	COURT ROOM	INSTITUTIONAL
161	RESTAURANT	COMMERCIAL
162	NIGHTCLUB	COMMERCIAL
173	BUS TERMINAL	INSTITUTIONAL
174	RAPID TRANSIT STATION	INSTITUTIONAL
200	EDUCATIONAL PROPERTY OTHER	INSTITUTIONAL
210	SCHOOLS NON-ADULT OTHER	INSTITUTIONAL
211	PRE-SCHOOL	INSTITUTIONAL
213	ELEMENTARY SCHOOL	INSTITUTIONAL
215	HIGH SCHOOL/JR HIGH/MIDDLE SCHOOL	INSTITUTIONAL
241	COLLEGE/UNIVERSITY	INSTITUTIONAL
254	DAY CARE-IN COMMERCIAL PROPERTY	COMMERCIAL
300	HEALTHCARE/DETENTION OTHER	INSTITUTIONAL
311	CARE OF THE AGED/NURSING STAFF	INSTITUTIONAL
321	MENTAL RETARDATION/DEVELOPMENT DISABILITY FACILITY	INSTITUTIONAL
322	ALCOHOL/SUBSTANCE ABUSE RECOVERY CENTER	INSTITUTIONAL
331	HOSPITAL-MEDICAL/PSYCHIATRIC	INSTITUTIONAL
340	CLINICS, OTHER	INSTITUTIONAL
342	DOCTOR/DENTIST/SURGEONS OFFICE	INSTITUTIONAL
343	HEMODIALYSIS UNIT	INSTITUTIONAL
361	JAIL/PRISON - NOT JUVENILE	INSTITUTIONAL
365	POLICE STATION	INSTITUTIONAL
400	RESIDENTIAL OTHER	RESIDENTIAL
419	ONE- AND TWO-FAMILY DWELLING	RESIDENTIAL
429	MULTI-FAMILY DWELLINGS	RESIDENTIAL
439	ROOMING, BOARDING, RESIDENTIAL HOTELS	RESIDENTIAL
449	HOTELS, MOTELS, INNS, LODGES	COMMERCIAL
459	RESIDENTIAL BOARD AND CARE	INSTITUTIONAL
460	DORMITORIES OTHER	INSTITUTIONAL

Fixed Property Use	Fixed Property Use Description	Category Assigned
500	MERCANTILE PROPERTIES OTHER	COMMERCIAL
511	CONVENIENCE STORE	COMMERCIAL
519	FOOD, BEVERAGE SALES, GROCERY STORE	COMMERCIAL
539	HOUSEHOLD GOODS SALES, REPAIRS	COMMERCIAL
549	SPECIALTY SHOPS	COMMERCIAL
557	BARBER, BEAUTY SHOP, PERSONAL SERVICES	COMMERCIAL
559	RECREATIONAL, HOBBY, HOME SALES, PET STORE	COMMERCIAL
569	PROFESSIONAL SUPPLIES	COMMERCIAL
571	SERVICE STATION	COMMERCIAL
579	MOTOR VEHICLE, BOAT SALES/SERVICE/REPAIRS	COMMERCIAL
580	GENERAL ITEM STORES, OTHER	COMMERCIAL
581	DEPARTMENT STORE	COMMERCIAL
592	BANK W/FIRST STORY BANKING FACILITY	COMMERCIAL
593	VETERINARY OR RESEARCH OFFICE	COMMERCIAL
599	BUSINESS OFFICES	COMMERCIAL
600	UTILITY, DEFENSE, AGRICULTURE, MINING, OTHER	INDUSTRIAL/WAREHOUSE
647	WATER UTILITY	INDUSTRIAL/WAREHOUSE
648	SANITATION UTILITY	INDUSTRIAL/WAREHOUSE
669	FOREST, TIMBERLAND	VACANT
700	MANUFACTURING PROPERTY, PROCESSING	INDUSTRIAL/WAREHOUSE
800	STORAGE PROPERTY OTHER	INDUSTRIAL/WAREHOUSE
839	REFRIDGERATED STORAGE	INDUSTRIAL/WAREHOUSE
880	VEHICLE STORAGE; OTHER	INDUSTRIAL/WAREHOUSE
882	GENERAL VEHICLE PARKING GARAGE	INDUSTRIAL/WAREHOUSE
888	FIRE STATIONS	INSTITUTIONAL
891	GENERAL WAREHOUSE	INDUSTRIAL/WAREHOUSE
898	DOCK, MARINA, PIER, WHARF	INDUSTRIAL/WAREHOUSE
899	RESIDENTIAL OR SELF STORAGE UNITS	INDUSTRIAL/WAREHOUSE
900	OUTSIDE, SPECIAL PROPERTIES; OTHER	NON-SPECIFIC
919	DUMP SANITARY LANDFILL	NON-SPECIFIC
931	OPEN LAND, FIELD	VACANT
935	CAMPSITE WITH UTILITIES	NON-SPECIFIC
936	VACANT LOT	VACANT
937	BEACH	NON-SPECIFIC
938	GRADED AND CARED FOR PLOTS OF LAND	
940	WATER AREAS, OTHER	NON-SPECIFIC
941	OPEN OCEAN, SEA, TIDAL WATER	NON-SPECIFIC
946	LAKE/RIVER/STREAM	NON-SPECIFIC
951	RAILROAD RIGHT OF WAY	NON-SPECIFIC
960	STREET, OTHER	NON-SPECIFIC
961	DIVIDED HIGHWAY, HIGHWAY	NON-SPECIFIC

Fixed Property Use	Fixed Property Use Description	Category Assigned
962	PAVED PUBLIC STREET, RESIDENTIAL	NON-SPECIFIC
963	PAVED PRIVATE STREET, COMMERCIAL	NON-SPECIFIC
965	UNCOVERED PARKING AREA	NON-SPECIFIC
981	CONSTRUCTION SITE	NON-SPECIFIC
984	INDUSTRIAL PLANT YARD	NON-SPECIFIC
NNN	NONE	NON-SPECIFIC
UUU	UNDETERMINED	NON-SPECIFIC

Appendix C

BROWARD COUNTY USE CODES

Use Code	Description
00-09 - Residential	
00	Vacant residential
01	Single family
01 *	Single family townhomes/patio homes/zero lot lines
02	Manufactured Housing
03	Multi-family – 10 units or more
04	Condominium
05	Cooperatives
06	Retirement homes (not eligible for exemption under section 196.192 F.S. others shall be given an institutional classification)
07	Miscellaneous residential (migrant camp, boarding homes, etc.)
08	Multi-family – less than 10 units
09	Residential common elements/areas
10-39 Commercial	
10	Vacant commercial
11	Stores, 1-story
12	Mixed use – store and office or store and residential or residential combination
13	Department stores
14	Supermarkets
15	Regional shopping centers
16	Community shopping centers
17	Office buildings, non-professional services buildings, one-story
18	Office buildings, non-professional services buildings, multi-story
19	Professional services building
20	Airports (private or commercial), bus terminals, marine terminals, piers, marinas
21	Restaurants, cafeterias
22	Drive-in restaurants
23	Financial institutions (banks, savings & loan companies, mortgage companies, credit services)
24	Insurance company offices
25	Repair service shops (excluding automotive), radio & TV repair, laundries, laundromats
26	Service stations
27	Auto sales, repair and storage, auto-service shops, body and fender shops, commercial garages, farm and machinery sales and services, auto rental, marine equipment, mobile home sales, motorcycles, construction vehicle sales
28	Parking lots (commercial or patron), mobile home parks
29	Wholesale outlets, produce houses, manufacturing outlets
30	Florist, greenhouses
31	Drive-in theatres, open stadiums
32	Enclosed theatres, enclosed auditoriums
33	Nightclubs, cocktail lounges, bars, yacht clubs, social clubs, tennis clubs, clubhouses
34	Bowling alleys, skating rinks, pool halls, enclosed arenas
35	Tourist attractions, permanent exhibits, other entertainment facilities,

Use Code	Description
	fairgrounds (privately owned)
36	Camps
37	Race tracks, horse, auto or dog
38	Golf courses, driving ranges
39	Hotels, motels
40-49 Industrial	
40	Vacant industrial
41	Light manufacturing, small equipment manufacturing plants, small machine shops, instrument manufacturing, printing plants
42	Heavy industrial, heavy equipment manufacturing, large machine shops, foundries, steel fabricating plants, auto or aircraft plants
43	Lumber yards, sawmills, planing mills
44	Packing plants, fruit & vegetable packing plants, meat packing plants
45	Canneries, fruit & vegetable, bottlers & brewers, distillers, wineries
46	Other food processing, candy factories, bakeries, potato chip factories
47	Mineral processing, phosphate processing, cement plants, refineries, clay plants, rock & gravel plants
48	Warehousing, distribution terminals, trucking terminals, van & storage warehousing
49	Open storage, new & used bldg supplies, junk yards, auto wrecking, fuel storage, equipment & materials storage
50-69 Agricultural	
50	Improved agricultural
51	Cropland soil capability class I
52	Cropland soil capability class II
53	Cropland soil capability class III
54	Timberland – site index 90 & above
55	Timberland – site index 80-89
56	Timberland – site index 70-79
57	Timberland – site index 60-69
58	Timberland – site index 50-59
59	Timberland not classified by site index to pines
60	Grazing land soil capability class I
61	Grazing land soil capability class II
62	Grazing land soil capability class III
63	Grazing land soil capability class IV
64	Grazing land soil capability class V
65	Grazing land soil capability class VI
66	Orchard groves, citrus, etc
67	Poultry, bees, tropical fish, rabbits, etc.
68	Dairies, feed lots
69	Ornamentals, miscellaneous agriculture
70-79 Institutional	
70	Vacant institutional
71	Churches
72	Private schools and colleges

Use Code	Description
73	Privately owned hospitals
74	Homes for the aged
75	Orphanages, other non-profit or charitable services
76	Mortuaries, cemeteries, crematoriums
77	Clubs, lodges, union halls
78	Sanitariums, convalescent & rest homes
79	Cultural organizations, facilities
80-89 Government	
80	Vacant governmental
81	Military
82	Forests, parks, recreational areas
83	Public county schools – includes all property of board of public instruction
84	Colleges
85	Hospitals
86	Counties (other than public schools, colleges, hospitals) including non-municipal
87	State other than military, forests, parks, recreational areas, colleges, hospitals
88	Federal other than military, forests, parks, recreational areas, hospitals, colleges
89	Municipal other than parks, recreational areas, colleges, hospitals
90-97 Miscellaneous	
90	Leasehold interests (government owned property leased by a non-governmental lessee)
91	Utility, gas & electricity, telephone & telegraph, locally assessed railroads, water & sewer service, pipelines, canals, radio/television communication
92	Mining lands, petroleum lands, or gas lands
93	Subsurface rights
94	Right-of-way, streets, roads, irrigation channel, ditch, etc.
95	Rivers & lakes, submerged lands
96	Sewage disposal, solid waste, borrow pits, drainage reservoirs, waste lands, marsh, sand dunes, swamps
97	Outdoor recreational or park land subject to classified use assessment
Centrally Assessed	
98	Centrally assessed
Non-Agricultural Acreage	
99	Acreage not zoned agricultural



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1355

Agenda Date: 7/12/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City of Deerfield Beach, Florida, relating to the collection of Nuisance Abatement Services Assessments; adopting findings of fact; directing the preparation of an assessment roll; providing for notice; and providing 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 City currently imposes a nuisance abatement fee, which includes the actual cost of abating the nuisance, the cost of serving notice, the cost of obtaining title information, the cost of lien recordation, the cost of inspections, and all other specifically related costs. Any funds in the Nuisance Abatement Trust Fund may be used to abate public nuisances on property to which title is not clear, abate nuisances on government property that may not be assessed, or for other purposes directly related to the abatement of nuisances.

Current Activity

Nuisance abatement services assessments for the upcoming and for prior fiscal years are as follows: FY2023 - \$23,400; FY2022 - \$49,931.12; FY 2021 - \$22,633.60; FY2020 - \$27,525.42; FY2019 - \$29,357.62.

Recommendation

To help to defray the cost of providing nuisance abatement services, staff recommends City Commission approval of this item.

RESOLUTION 2022/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO THE COLLECTION OF NUISANCE ABATEMENT SERVICES ASSESSMENTS; ADOPTING FINDINGS OF FACT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR NOTICE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Deerfield (“City”) has been continuously confronted with the challenge of abandoned and unmaintained homes within the City; and

WHEREAS, the City has instituted its Nuisance Abatement Program to address certain property maintenance issues affecting these abandoned and unmaintained homes; and

WHEREAS, these property maintenance issues negatively affect the public health, safety and welfare by enabling the deterioration of neighborhoods, facilitating and providing opportunities for criminal activity, producing blight and contributing to lower property values; and

WHEREAS, affected property owners and mortgagees were provided notice and an opportunity to be heard concerning conditions on their property that threatened the public health, safety and welfare; and

WHEREAS, the owners or mortgagees have either abandoned the property or refused to address the issues that threaten the community; and

WHEREAS, in an effort to combat these negative effects on the City of Deerfield Beach and its residents, the City has undertaken to improve the various properties throughout the City by abating conditions deemed to be a nuisance pursuant to its Nuisance Abatement Program; and

WHEREAS, the City Commission finds that properties so improved have specifically benefited from the City’s actions in an amount equal to or greater than the costs incurred by the City in carrying out its Nuisance Abatement Program and greater in kind and degree than other properties located within the City; and

WHEREAS, some owners or mortgagees of the benefited properties have failed or refused to reimburse the City for the costs incurred by the City in improving their property; and

WHEREAS, the City Commission finds that it is fair and equitable to assess against each benefited property a non-ad valorem special assessment in an amount equal to the costs incurred by the City in improving said property, less any amounts paid by the property owner to offset such costs; and

WHEREAS, the uniform method of collecting non-ad valorem assessments, as authorized by section 197.3632, Florida Statutes, provides for the collection of non-ad valorem assessments by including such assessments on the tax bills issued for the collection of non-ad valorem taxes.

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

SECTION 1. This Resolution is adopted pursuant to the provisions of Chapter 34, Nuisance Abatement Program of the City of Deerfield Beach Code of Ordinances, Chapter 170, Florida Statutes, and Sections 197.3632 and 197.3635, Florida Statutes, and other applicable provisions of law.

SECTION 2. The foregoing findings are incorporated herein by reference and made a part hereof. Further, it is hereby ascertained, determined and declared as set forth in Chapter 34 of the City of Deerfield Beach Code of Ordinances, that the City Commission of the City of Deerfield Beach has the authority under its home rule powers and other applicable Florida Statutes to impose Nuisance Abatement Services Assessments upon certain defined residential properties ("Assessed Property"), within the incorporated area of the City of Deerfield Beach, as more fully described in Exhibit A attached hereto and incorporated herein by this reference.

In addition, it is hereby ascertained, determined and declared that each parcel of Assessed Property has been benefited by the City's provision of nuisance abatement services in an amount not less than the cost of such service by the City for each parcel computed in the manner set forth in this preliminary Assessment Resolution based upon the following legislative determinations:

(A) Nuisance abatement services provide a special benefit and possess a logical relationship to the use and enjoyment of property.

(B) Nuisance abatement services benefit Assessed Property by providing reasonable, safe and cost effective remediation of nuisance conditions on such property.

(C) Nuisance abatement services benefit Assessed Property by protecting the value of the property, protecting the property from becoming the target of crime, and promoting the health, safety and welfare of the owners and occupants of such property, if any, resulting from the delivery of such services in a reasonable and cost effective manner.

(D) Nuisance abatement services assist in facilitating the eventual sale of property following foreclosure by promoting maintenance of the property, preventing vandalism of the property and improving the appearance of the neighborhood.

SECTION 3. Nuisance Abatement Services are provided to benefited properties after the property has been declared a nuisance pursuant to the City's Nuisance Abatement Program. Nuisance Abatement Services Assessments are imposed when the property owner fails to abate the conditions which give rise to the nuisance and, as a result, the City abates the nuisance(s). Each assessment includes the actual cost incurred by the City for the work performed on the property in abating the nuisance condition(s), utilizing either an outside contractor or City forces; the cost of providing notice, including, but not limited to, the cost of postage and publication and/or service by a process server; and a flat fee of \$325.00 for administrative/personnel costs. The Assessments set forth in the attached Exhibit A are hereby approved and shall be collected utilizing the uniform method of collecting non-ad valorem assessments.

SECTION 4. The City Manager is hereby directed to prepare, or cause to be prepared, an Assessment Roll for the Fiscal Year commencing October 1, 2022 to include the properties set forth in Exhibit A.

SECTION 5. There is hereby established a public hearing to be held on Wednesday, September 14, 2022, at 7:00 p.m. in the City Commission Chambers of City Hall, 150 N.E. Second Avenue, Deerfield Beach, Florida, at which time the City Commission will receive and consider any comments on the Nuisance Abatement Services Assessments from the public and affected property owners and consider imposing the Nuisance Abatement Services Assessments and collecting such assessments on the same bill as ad valorem taxes.

SECTION 6. The City Manager shall cause to be published a notice of the public hearing authorized by Section 5 above. The notice shall be published no later than August 24, 2022, in substantially the form attached as Exhibit B.

SECTION 7. The City Manager shall also provide notice by first class mail to the Owner of each parcel of Assessed Property in substantially the form attached as Exhibit C. Such notices shall be mailed no later than August 24, 2022. If the City determines that the Truth-in-millage (“TRIM”) notice that is mailed by the Property Appraiser under Section 200.069, Florida Statutes, also fulfills the above requirements of this section, then the separate mailing requirement described above will be deemed to be fulfilled by the TRIM notice.

SECTION 8. This Preliminary Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF JULY, 2022.

CITY OF DERFIELD BEACH, FLORIDA

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

EXHIBIT A

NAME OF OWNER	PARCEL ID#	AMOUNT	MAILING ADDRESS
TOLEDANO PROPERTIES LLC	4743 31 00 0240	\$ 2146.60	50 E 28 ST APT 21E NEW YORK NY 10016-7980
KOWALSKI ANNE M EST	4843 07 12 0340	\$ 5325.40	1313 S E AVE DEERFIELD BEACH FL 33441
BP FOUNDATION LAND TR % KIRSCHBAUM LAW OFFICE LLCTRSTEE	4842 01 08 0040	\$ 2304.48	2240 PALM BEACH LAKES BLVD #250A WEST PALM BEACH FL 33409
PUDGY PECULICAN CO LLC	4843 05 04 2250	\$ 878.12	2651 N E 49 ST LIGHTHOUSE POINT FL 33064
YING SEM P0%RAE FRANKS PA	4842 01 03 0940	\$ 1534.84	9534 EQUUS CIR BOYNTON BEACH FL 33472
HOUSING & URBAN DEV %BECKER & POLIAKOFF PA	4842 10 03 3280	\$ 3092.60	121 ALHAMBRA PLAZA 10 TH FL CORAL GABLES FL 33134
HOLDER DOROTHY L EST	4842 14 03 1140	\$ 4724.96	6510 BRAVA WAY BOCA RATON FL 33433
WILLIAMS GAIL JULIET 811 SW TR LAND TRUST ASSISTANCE LLC TRSTEE	4842 12 16 0310	\$ 1851.20	4151 LAKE WORTH RD #6308 LAKE WORTH FL 33461
381 THE COVE	4843 05 08 1090	\$ 1272.00	2500 N MILITARY TRL ST 100, BOCA RATON FL 33431
TOTAL		\$ 23400.20	

Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessment is available for inspection in the office of the City Clerk, located at 150 N.E. Second Avenue, Deerfield Beach, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2022, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the property, which may result in a loss of title.

EXHIBIT B

NAME
ADDRESS
CITY AND ZIP

NOTICE OF HEARING TO IMPOSE A
NON-AD VALOREM ASSESSMENT FOR
NUISANCE ABATEMENT SERVICES

NOTICE DATE: AUGUST 22 2022

Parcel Identification Number: Parcel ID
Legal Description:

******* NOTICE TO PROPERTY OWNER*******

As required by Section 197.3632, Florida Statutes, and at the direction of the City Commission for the City of Deerfield Beach, Florida, notice is hereby given by the City of Deerfield Beach, Florida, that the City is proposing to collect a previously imposed special assessment against your property for nuisance abatement services, using the tax bill collection method. The special assessment was levied against your property for the cost to the City of providing nuisance abatement services pursuant to Chapter 34, of the City's Code of Ordinances. The assessment levied against your property was based upon the actual cost to the City for providing the service, including all direct and indirect costs. However, the City will waive any interest on its liens when paid as a non-ad valorem assessment on the tax roll.

The Nuisance Abatement Services Assessment for your property which the City is proposing to collect on the 2022 tax roll is =\$\$ The total revenue the City will collect for the nuisance abatement services assessments for nuisance abatement services is estimated to be **\$23,400.20**. The nuisance abatement service assessments levied will be collected in the same manner as ad valorem taxes by the Broward County Department of Finance and Management Services and will appear on the "non-ad valorem" portion of the 2022 tax bill. If the property owner fails to pay this assessment when due, it will result in the sale of a tax certificate against the affected property and may subject the property owner to loss of title to the property.

All affected property owners have the right to appear and be heard at a public hearing held by the City Commission and have the right to file written objections with the City Clerk within twenty (20) days of this notice. **The public hearing is to be held on Wednesday, September 14, 2022 at 7:00 p.m. in the Commission Chambers, City Hall - 150 N.E. Second Avenue, Deerfield Beach, Florida.** At the hearing, the City Commission will consider comments and objections to collection of nuisance abatement services assessments in this manner and will approve the assessment roll as final. Upon the filing of such assessment roll with the Broward County Department of Finance and Management Services, the assessments shall stand as legal, valid and binding liens, co-equal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles, and claims, until paid. In accordance with the Americans with Disabilities Act, persons needing special accommodations should contact the City Clerk's office at 954-480-4200 at least two (2) days prior to the hearing.

In the event any person decides to appeal any decision by the City with respect to any matter relating to the consideration of the resolution at the above referenced public hearing, a record of the proceeding may be needed and in such event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based.

EXHIBIT C

NOTICE OF PUBLIC HEARING REGARDING THE COLLECTION OF NUISANCE ABATEMENT SERVICES SPECIAL ASSESSMENTS ON THE 2022 TAX ROLL

Notice is hereby given that the City Commission of the City of Deerfield Beach, Florida ("Commission") will conduct a public hearing concerning the collection of nuisance abatement services assessments on the 2022 tax roll for the purpose of adopting the non-ad valorem assessment roll. The nuisance abatement services assessments were previously assessed against certain properties, which were declared public nuisances and located within the city boundaries of the City of Deerfield Beach, to recover the cost of providing nuisance abatement services to such properties. The assessments for each property were calculated based upon the actual cost of the abatement, plus administrative costs, 8% interest, and the cost of collection.

The public hearing will be held in the City Commission Chambers at City Hall located at 150 N.E. Second Avenue, Deerfield Beach, Florida at 7:00 p.m. on September 14, 2022 or as soon thereafter as the matter may be heard, for the purpose of receiving public comment on the proposed collection of the assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Commission in care of the City Clerk within 20 days of this notice. If a person decides to appeal any decision made by the Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to arrange for a court reporter to ensure that a verbatim record is made. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's office at 954-480-4200, at least two (2) days prior to the date of the hearing.

The assessments to be included as non-ad valorem assessments on the 2022 tax roll include the following:

EXHIBIT C – “CONTINUED”

NAME OF OWNER	PARCEL ID#	AMOUNT	MAILING ADDRESS
TOLEDANO PROPERTIES LLC	4743 31 00 0240	\$ 2416.60	50 E 28 ST APT 21E NEW YORK NY 10016-7980
KOWALSKI ANNE M EST	4843 07 12 0340	\$ 5325.40	1313 SE AVE DEERFIELD BEACH FL 33441
BP FOUNDATION LAND TR % KIRSCHBAUM LAW OFFICE LLC TRSTEE	4842 01 08 0040	\$ 2304.48	2240 PALM BEACH LAKES BLVD #250A WEST PALM BEACH FL 33409
PUDGY PELICAN CO LLC	4843 05 04 2250	\$ 878.12	2651 NE 49 ST LIGHTHOUSE POINT FL 33064
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TOTAL		\$ 23400.20	

Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessment is available for inspection in the office of the City Clerk, located at 150 N.E. Second Avenue, Deerfield Beach, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2022, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the property, which may result in a loss of title.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1311

Agenda Date: 7/12/2022

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 facility use agreement with Day 1 Academies, Inc. dba Bezos Academy for Bezos Academy to use the child care center at the Center for Active Aging Redevelopment site to operate a free-tuition preschool for children within the City; authorizing execution of the Agreement for a ten year term, with a five year renewal option; providing for execution, conflicts 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 City is in the process of reconstructing the Center for Active Aging (the "Center"), including the child care center. In March 2022, the Bezos Academy reached out to the City's Community Services department to partner in the City's future preschool. The Bezos Academy is a nonprofit organization that provides high-quality, tuition-free preschool education for children around three (3) to five (5) years of age. Bezos Academy also provides its students with educational materials and services to set each student up for success, including but not limited to, educational materials, books, arts and crafts, field trips, and meals (collectively, the "***Tuition-Free Education and Services***"). Bezos Academy provides the Tuition-Free Education and Services to children who otherwise cannot receive a preschool education because their families cannot afford it. Bezos Academy desires to provide the Tuition-Free Education and Services to children in City's community. Bezos Academy would provide full day, year-round, tuition-free preschool with trained educators, classroom materials, and food service.

Current Activity

The City has agreed to allow Bezos Academy to use a portion of the Center to provide Tuition-Free Education and Services at no cost. This would require space that includes without limitation classrooms, bathrooms, meeting areas, and access to an outdoor playground environment that is prepared with purpose and care, providing a space for early learning, exploration, creativity, fine and gross motor skills, joy, and imagination development. Staff has negotiated a facilities use agreement with Bezos Academy for its use of the Center for the Tuition-Free Education Services. Below is a summary of the key terms of the agreement:

- Initial term of 10 years, commencing on the date that the City delivers the facilities to Bezos Academy. The parties have the option to extend the term for one additional five-year period.
- City will engage an architectural/engineering firm for the schematic design of the child care

center based on the layout provided by Bezos Academy. Bezos Academy shall have the opportunity to review, provide input, and approve or disapprove the final construction documents.

- City's contractor will construct the improvements.
- Bezos Academy will contribute \$300,000 towards the improvements to the Center for the child care center.
- Bezos Academy will maintain the child care center in good condition.

Recommendation

Staff recommends approval of the facilities use agreement with Bezos Academy to provide Tuition-Free Education and Services at the Child Care Center for a ten-year term, with a five-year renewal option.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A FACILITY USE AGREEMENT WITH DAY 1 ACADEMIES, INC. DBA BEZOS ACADEMY FOR BEZOS ACADEMY TO USE THE CHILD CARE CENTER AT THE CENTER FOR ACTIVE AGING REDEVELOPMENT SITE TO OPERATE A FREE-TUITION PRESCHOOL FOR CHILDREN WITHIN THE CITY; AUTHORIZING EXECUTION OF THE AGREEMENT FOR A TEN YEAR TERM, WITH A FIVE YEAR RENEWAL OPTION; PROVIDING FOR EXECUTION, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the City is in the process of redeveloping the Center for Active Aging, which will include a child care center (the “Child Care Center”); and

WHEREAS, in March 2022, Day 1 Academies, Inc. dba Bezos Academy (“Bezос Academy”) reached out to the City's Community Services Department to partner in the City's future preschool; and

WHEREAS, Bezos Academy is a nonprofit organization that provides high-quality, tuition-free preschool education for children around three (3) to five (5) years of age; and

WHEREAS, Bezos Academy provides its students with educational materials and services to set each student up for success, including but not limited to, educational materials, books, arts and crafts, field trips, and meals (collectively, the “Tuition-Free Education and Services”); and

WHEREAS, Bezos Academy provides the Tuition-Free Education and Services to children who otherwise cannot receive a preschool education because their families cannot afford it; and

WHEREAS, Bezos Academy desires to provide the Tuition-Free Education and Services to children in City’s community and has indicated they would provide full day, year-round, tuition-free preschool with trained educators, classroom materials, and food service at the Child Care Center; and

WHEREAS, Bezos Academy has offered to provide \$300,000 towards the construction of the Child Care Center; and

WHEREAS, City staff recommends approving a facilities use agreement with Bezos Academy, attached as Exhibit “A,” for Bezos Academy to use the Child Care Center to provide Tuition-Free Education and Services to children in the City’s community for a ten year term, with a five-year renewal option (“Facilities Use Agreement”); and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve, and authorize execution of, the Facilities Use Agreement with Bezos Academy, attached as Exhibit “A,” to provide for the Tuition Free Education and Services at the Child Care Center.

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 approves the Facilities Use Agreement with Bezos Academy, attached as Exhibit “A,” for a ten-year term, with a five-year renewal option, to provide for the Tuition Free Education and Services at the Child Care Center.

Section 3. The Mayor and City Manager are authorized to execute the Facilities Use Agreement with Bezos Academy, 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

FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT (this “**AGREEMENT**”) is entered into as of the Effective Date (defined below) between City of Deerfield Beach, a Florida municipal corporation (“**City**”), and DAY 1 ACADEMIES, dba Bezos Academy, a Delaware nonprofit nonstock corporation (“**Academy**”) (collectively, “**Parties**”).

I. RECITALS

City is the owner of certain real property located at 227 Northwest 2nd Street, Deerfield Beach, Florida 33441, United States, as legally described on the attached Exhibit A (the “**Land**”). City has agreed to construct a new building on the Land (the “**Building**”) that will serve as a child day care facility, together with parking and other improvements (collectively, the “**Property**”).

Academy is a nonprofit organization that provides high-quality, tuition-free preschool education for children around three (3) to five (5) years of age. Academy also provides its students with educational materials and services to set each student up for success, including but not limited to, educational materials, books, arts and crafts, field trips, and meals (collectively, the “**Tuition-Free Education and Services**”). Academy provides the Tuition-Free Education and Services to children who otherwise cannot receive a preschool education because their families cannot afford it. Academy desires to provide the Tuition-Free Education and Services to children in City’s community.

Because a community need exists for Academy’s Tuition-Free Education and Services, and because the fundamental value of these services, especially for those children Academy proposes to serve, is great, the Parties desire for Academy to provide the Tuition-Free Education and Services at the Property under the terms and conditions set forth in this Agreement.

II. AGREEMENT

City and Academy agree as follows:

1. **Basic Agreement Terms.**

1.1. The Facilities. City allows Academy to use all space in the “**Facilities**,” which consist of an agreed area of approximately (i) 4,935 gross square feet in the Building and (ii) 2,329 square feet of outdoor space, all as outlined on the “**Work Letter**” attached to this Agreement as Exhibit B.

1.2. Initial Term. The Initial Term will be for at least one hundred and twenty (120) full consecutive months (plus the partial month in which the Initial Term commences, if applicable), commencing on the date that City delivers the Facilities to Academy pursuant to the terms of the Work Letter (the “**Delivery Date**”) and terminating at 11:59 p.m. on June 30, 2034 (the “**Initial Term**”). Upon the Delivery Date, City shall deliver vacant possession of the Facilities in broom clean condition to Academy with keys and all utilities in working order ready for Academy to commence Academy’s Work (defined below).

1.3. Inspection of Facilities. This Agreement is expressly contingent upon Academy’s approval of the Facilities as constructed pursuant to the Work Letter. At any time prior to the Delivery Date (defined below), Academy may inspect the Facilities and determine whether the

Facilities are suitable for Academy's proposed use (the "**Inspection Period**"). During the Inspection Period, City agrees to provide reasonable documentation in the City's possession necessary for Academy to evaluate the Facilities. Reasonable documentation may include, without limitation, environmental reports, a title report, survey, fire department approvals, or any other documentation that Academy may reasonably request and that the City maintains. If Academy determines that the Facilities are not satisfactory due to licensing, zoning, building permits, or the existence of hazardous materials, then Academy shall have the right to terminate this Agreement by giving written notice to City before the end of the Inspection Period, whereupon this Agreement shall terminate, City shall refund any prepaid fees or deposits, and Academy and City shall have no further rights or obligations hereunder as of the date of such notice.

1.4. Option to Extend and Termination. The Parties shall have the right to extend the term of this Agreement for one (1) additional five (5)-year period, on the same terms and conditions of this Agreement (the "**Renewal Period**"), by entering a written renewal prior to the expiration of the Initial Term. Additionally, Academy shall have the right to terminate this Agreement before the scheduled termination date (as the same may be extended) by giving at least one hundred and eighty (180) days' advance written notice to City.

1.5. Use Fee. The monthly monetary use fee shall be: One Dollar (\$1.00). The use fee shall be payable at City's address shown in Section 1.8 below, or such other place designated in writing by City. Within thirty (30) days of the Delivery Date, Academy shall deliver to City the sum of One Hundred and Twenty Dollars (\$120.00) as prepaid use fees, to be applied to the monthly use fees due for the Initial Term of the Agreement. In addition to use fees, Academy will provide the Tuition-Free Education and Services at the Property during the entire Initial Term and any Renewal Period.

1.6. Exclusive Use for Tuition-Free Education and Services. Academy will have access and exclusive use of the Facilities for the operation of a preschool and for other related lawful purposes (including but not limited to preparation of food) seven (7) days per week, twenty-four (24) hours per day, subject to City's performance of maintenance, repairs, and inspections to the Facilities as provided in this Agreement. Tuition-Free Education and Services shall include the right for Academy to offer related educational, social, and charitable services to students and their parents or guardians, and for such other lawful purposes as may be directly related thereto, without City's prior written consent. Academy shall be deemed to be in default under this Agreement if Academy fully ceases to provide the Tuition-Free Education and Services in the Facilities for any reason, unless (1) such cessation is agreed by the Parties (with the City's agreement thereto in writing) or (2) such cessation is a temporary closure for twelve (12) months or less for documented reasons beyond Academy's control. Reasons beyond Academy's control may include but are not limited to closing for construction, remodeling, pandemics, governmental restrictions, labor strikes, licensing issues, or staffing shortages. For avoidance of doubt, Academy will not be required to provide Tuition-Free Education and Services prior to enrolling its first class of students or outside of Academy's normal days and times of operation.

1.7. Signage. Academy will have the right to install signage around the Facilities as well as directional signs on the Property identifying the location of the Facilities. Attached as Exhibit D is Academy's sign package. By entering into this Agreement, City approves of Academy's sign package, subject to compliance with applicable law.

1.8. Notice and Payment Addresses.

City: City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441
Email: DSantucci@deerfield-beach.com
Attn: City Manager

With a copy to: City Attorney
City of Deerfield Beach
150 NE. 2nd Avenue
Deerfield Beach, FL 33441
ASoroka@wsh-law.com

Academy: Bezos Academy
3040 78th Avenue SE, #1042
Mercer Island, WA 98040
Email: legal@bezosacademy.org
Attn: General Counsel

2. Academy's Preparation of Facilities.

2.1. Academy's Work. Academy may perform additional work necessary beyond the Work Letter, if any, to bring the Facilities into condition satisfactory to Academy ("**Academy's Initial Work**"). After the completion of Academy's Initial Work, if any, Academy may make subsequent alterations, additions, or improvements to the Facilities ("**Subsequent Alterations**"). Academy shall be responsible for the design, payment, and performance of Academy's Initial Work and Subsequent Alterations, if any. Academy's Initial Work and Subsequent Alterations shall be in compliance with all applicable laws and the approval procedures below.

2.2. City Approval. Academy's Initial Work and Subsequent Alterations that impact the structure of the Facilities (collectively, the "**Initial and Structural Work**") may only be made with the prior written consent of City, which shall not be unreasonably withheld, conditioned, or delayed. Upon request, City shall provide Academy with a single point of contact for reviewing and approving the Initial and Structural Work. In connection with the granting of its approval, City may require Academy to provide City with the construction documents of the proposed Initial and Structural Work, including plans and specifications from architectural and engineering professionals.

2.3. Approval Procedures. Within ten (10) days following City's receipt of Academy's proposal (the "**Proposal**") describing the proposed Initial and Structural Work and any related plans and specifications required by City, City shall either approve or disapprove the Proposal in writing. Such approval shall not be unreasonably withheld, conditioned, or delayed, and any disapproval must be in writing and based on legitimate and detailed governmental or business reasons. City may provide written approval or disapproval via email. If City has not provided City's written approval or disapproval of Academy's Proposal within such ten (10) day period, Academy may send a second notice requesting same from City. Failure by City to provide written approval or disapproval of Academy's Proposal within five (5) days after receipt of such second notice from Academy shall be deemed an approval by City. If City disapproves such Proposal, City's notice shall include the written reasons for such disapproval. Academy shall promptly cause such Proposal (including any applicable plans and specifications) to be revised to address the reasons for City's disapproval and shall resubmit such revised Proposal and plans and specifications to City for City's review and approval in the same fashion as the initial Proposal and plans and specifications were submitted. The approval process will continue until the Proposal is approved by City or Academy terminates the Agreement. Any Initial and Structural Work approved by City ("**Approved Alterations**") shall be completed by a licensed contractor in compliance with applicable laws and in accordance with the Proposal and any applicable plan and specifications so approved by City. The Academy shall cause such licensed contractor to (i) indemnify the City from any claims, damages or losses of any nature resulting from the negligent acts or omissions of the Contractor, or its subcontractors, employees and agents, and (ii) include the City as an additional insured on the contractor's general liability insurance policy and provide proof of such compliance prior to commencing any Initial and Structural Work.

2.4. Security Systems. Academy shall have the sole and absolute right to design and install its security systems, which may include without limitation access control, intrusion control, and camera systems. Academy shall reasonably cooperate with City to provide City access to the Facilities (e.g. by providing City with a key card or similar access mechanism) as required for City to perform any construction, repair, and maintenance obligations under the Agreement and Work Letter.

3. Utilities; Taxes. City shall furnish the following services to the Facilities: water, electricity, sewer, and heating, ventilation and air conditioning ("**HVAC**") for the Facilities seven (7) days per week, twenty-four (24) hours per day. Academy shall pay the cost of water, electricity, sewer

and HVAC supplied exclusively to the Facilities. To the extent utilities are separately metered, Academy shall pay directly to the provider the cost of such services supplied to the Facilities. If utilities are not separately metered, the Parties shall agree in writing upon a reasonable method to allocate the proportionate costs to Academy, and Academy shall reimburse City on a monthly basis upon receipt of an invoice from City. Academy shall furnish and pay, at Academy's sole expense, all other utilities (including, but not limited to, telephone, cable, and internet service if available) and other services which Academy requires with respect to the Facilities. City shall be responsible for paying all property taxes for the Property, if applicable.

4. Common Areas. Academy shall have the non-exclusive right to use the Common Areas. Academy shall not materially interfere with the use of Common Areas by others. City shall maintain the Common Areas in good order, condition and repair. Without limiting the foregoing, City shall keep the Common Areas in clean, safe and orderly condition and shall maintain any landscaping on the Property in neat condition. As used in this Section, "**Common Areas**" means all areas, facilities, and building systems of the Property that are provided by the City for the general non-exclusive use and convenience of Academy with other occupants of the Property. Common Areas of the Property include without limitation driveways, walkways, loading areas, trash facilities, parking areas, roadways, pedestrian sidewalks, and landscaped areas. City shall not, without Academy's prior written consent, remove, alter or reconfigure Common Areas if doing so would materially interfere with Academy's use or access of the Facilities. City reserves the use of exterior walls and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, systems, conduits, and wires leading through the Facilities in areas which will not materially interfere with Academy's use thereof, or as otherwise needed to replace, repair, and maintain the Building and Property. City shall be responsible, throughout the Agreement term, for ensuring that the Building structure (excluding the Facilities) and the Common Areas comply with all applicable laws, including but not limited to the ADA, as such laws may be amended from time to time.

5. Repairs and Maintenance. Academy shall, at its sole expense, maintain the Facilities in good condition and promptly make all non-structural repairs and replacements necessary to keep the Facilities safe and in good condition. City shall, at its sole expense, maintain in good condition, repair, and replace as necessary the Building structure, HVAC systems, plumbing, foundation, slab, flashings, exterior walls, roof (including roof membrane, roof decking, roof gutters and drains), all utilities serving the Facilities, and the Common Areas (including parking and landscaped areas located on the Property). The Parties shall not be responsible for any repairs to the Facilities or Property made necessary by the negligence or willful misconduct of the other Party or its agents, employees, contractors, or invitees.

6. Surrender. Upon expiration of the Agreement term or earlier termination of this Agreement, Academy shall surrender the Facilities to City in as is condition as thereafter may be improved by Academy subject to the terms of this Agreement, reasonable wear and tear excepted. City shall be deemed the owner of all improvements, except for (a) personal property, furniture, equipment, and removable trade fixtures, and (b) those which City reasonably requires to be removed at the end of the Agreement term, provided that the Parties agreed in writing for removal.

7. Shared Services. City will provide the shared services identified in Exhibit D to Academy during the Term of this Agreement at no additional cost to Academy, unless Exhibit D provides otherwise (the "**Shared Services**"). The Shared Services are in addition to any services, repair, and maintenance promised to be performed by City in in this Agreement. City will provide the Shared Services: (a) using personnel or contractors of required skill, experience, licenses, and qualifications (including passing all legally required background checks); (b) in a timely, workmanlike, and professional manner; (c) in accordance with generally recognized industry standards and applicable

law, including applicable state and county early learning regulations provided in advance by Academy in writing to City; and (d) to the reasonable satisfaction of Academy. The Parties will meet to review and assess the Services on a regular basis upon the reasonable request by either Party. Academy has the right to terminate or request changes to the Shared Services by providing written notice to City. The Parties must mutually agree in writing to add or amend the Shared Services provided by City. It is understood and acknowledged that in providing the Shared Services, City acts in the capacity of a City and independent contractor and not as an employee or agent of Academy. The Parties have no authority to commit, act for or on behalf of the other Party, or to bind the other Party to any obligation or liability.

8. Entry into Facilities. Due to the sensitive nature of early childhood education and security, any entry into the Facilities by City must be at a time agreeable to Academy and City. Except in the event of an emergency or mutually agreed upon times for custodial or maintenance services, in which case prior notice is not necessary, City shall coordinate with Academy's Head of School to find a mutually agreeable time. If City and Academy's Head of School are unable to find a mutually agreeable time, then City will provide Academy with at least three (3) full business days' prior notice to any entry into the Facilities, unless a shorter time period is agreed to by the Academy. Academy has the right to have a representative of Academy accompany City during any entry into the Facilities. Except in connection with emergency repairs, temporary closures due to necessary maintenance or repairs, or as required by law or any applicable governing authority, City will make every reasonable effort to not disrupt Academy's business operation at the Facilities in connection with any entry into the Facilities. City will not obstruct vehicular or pedestrian access to the Facilities at any time (without Academy's prior written consent). City's access to the Facilities will be subject to all of the foregoing provisions and City will comply with all of Academy's reasonable written conditions to City or its designees' access to the Facilities related to health and safety issues for the children at the Facilities, provided such reasonable conditions are consistent with this Agreement.

9. Parking. City shall provide Academy with the use of eight (8) adjoining parking stalls in the parking lot located on the Property, as outlined on Exhibit C, which parking stalls are not part of the Facilities but are marked as reserved for the exclusive use of Academy and its employees, agents, contractors, guests and invitees. Academy may mark the stalls or install placards to indicate that the stalls are reserved, which marking or placards shall be subject prior City approval, which shall not be unreasonably withheld, conditioned or delayed.

10. Destruction or Condemnation. If the Facilities or a portion thereof, or a portion of the Property necessary for Academy's use, are damaged by fire or other casualty, or taken by a governmental authority (or conveyed in lieu of condemnation), then Academy may elect to either (a) terminate this Agreement by giving written notice to City, in which case the Agreement will terminate as of the date of termination specified in such notice, or (b) continue this Agreement, in which case City shall diligently restore the Facilities and the portion of the Property necessary for Academy's occupancy, to the extent possible, provided, however, City or Academy may terminate the Agreement effective on written notice to the other if City determines at City's sole discretion that City will not be able to reasonably restore the Facilities within six (6) months of the casualty event or condemnation. If the Facilities are condemned or destroyed due to no fault of Academy, then Academy shall have a right to recover any proceeds made available to City related to Academy's improvements, furnishings, business property, and trade fixtures.

11. Insurance.

11.1. Academy's Liability Insurance. Academy shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name City, and its elected officials, employees and agents, as an additional insured, and shall insure Academy's activities and those of Academy's employees, officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors with respect to the Facilities against loss, damage or liability for personal injury or death or loss or damage to property with a combined single limit of not less than \$1,000,000. The insurance will be non-contributory with any liability insurance carried by City. Academy shall maintain adequate insurance or reserves to cover all reasonably foreseeable risks that are insurable related to its use of the Facilities in amounts reasonably acceptable to the City. At any time during the term of this Agreement, Academy may select to self-insure the insurance coverages provided for in this Section. Upon City's request to the Academy, Academy will provide a certificate of insurance and such other information reasonably necessary to document Academy's compliance with this Section.

11.2. City's Insurance. City shall carry special form extended coverage fire insurance of the Building shell and core in the amount of their full replacement value, and such other insurance as City, in its reasonable discretion, deems appropriate.

12. Hazardous Substances. Academy shall not cause or permit any storage, use, sale, release, generation or disposal of any Hazardous Materials (as defined below) in, on or about the Facilities or the Building; provided, however, Academy shall be permitted without notice or City's written consent to handle, store, use, or dispose of products containing small and lawful quantities of Hazardous Materials, such as ordinary cleaning and ordinary maintenance products used by Academy for cleaning and maintenance in the reasonable and prudent conduct of providing Tuition-Free Education and Services within the Facilities. City acknowledges and agrees that to the best of the City's knowledge the Property does not as of the Effective Date contain and is free from all hazardous substances or wastes, toxic and nontoxic pollutants and contaminants including, but not limited to, petroleum products and asbestos ("**Hazardous Substances**"). In the event Hazardous Substances are identified at the Property by Academy and provided the Academy is not responsible for the existence of such Hazardous Substances at the Property, Academy may i) elect to terminate this Agreement immediately without any further obligation or ii) work with City to develop a mutually agreeable remediation plan.

13. Conditions Precedent. The Parties' obligations under this Agreement are expressly conditioned upon City obtaining all necessary approvals from any governmental entity with jurisdiction for the City's construction of the Facilities and Academy obtaining all necessary approvals from any governmental entity or agency with jurisdiction for the provision of the Tuition-Free Education and Services. Notwithstanding the foregoing, City and Academy agree to use their best efforts to obtain such approvals, to cooperate with one another, attend meetings, file applications and permits, execute and deliver documents as needed, diligently and continuously pursue, and otherwise comply with their obligations under this Agreement solely in an effort to secure such approvals.

14. Legal Compliance. All use of the Facilities and Property by the Academy or the City shall comply with applicable laws and regulations.

15. Default. Academy shall be deemed to be in default under this Agreement if Academy fails to perform any of its other obligations under this Agreement, and such failure continues for thirty (30) days following receipt of written notice from City of such failure to perform; provided, however,

that if the nature of such failure is such that Academy cannot reasonably cure it within such thirty (30) day period, then the cure period shall be extended as reasonably necessary, but in no event shall the cure period extend beyond 180 days unless agreed to in writing by the Parties. City shall be deemed to be in default under this Agreement if City fails to perform its obligations under this Agreement and such failure continues for thirty (30) days after receipt of written notice from Academy; provided, however, that if the nature of such failure is such that Academy cannot reasonably cure it within such thirty (30) day period, then the cure period shall be extended as reasonably necessary, but in no event shall the cure period extend beyond 180 days unless agreed to in writing by the Parties. In the event of default, each Party may exercise all rights and remedies available at law and/or in equity.

16. Notices. All notices under this Agreement shall be in writing and effective: (i) when delivered in person, (ii) the day after being sent via reputable overnight carrier to the Notice Addresses set forth in Section 1.8; or (iii) upon confirmed transmission by email to such persons at the email addresses set forth in Section 1.8, or such other addresses as may from time to time be designated by such parties in writing.

17. Publicity; Written Consent. Unless otherwise required to comply with applicable law, neither Party shall, without the other Party's prior written consent, issue or release any announcement, statement, press release, or other publicity or marketing materials relating to the other Party or any services performed for the other Party, or otherwise use the name, logo, trademarks, service marks, or other trade names of the other Party or any individual associated with the other Party in publicity release, promotional material, customer lists, advertising, or other marketing. The restrictions in this Section apply to posts on a Party's website and social media sites and platforms, including without limitation Facebook, Instagram, YouTube, Twitter, and LinkedIn. This Section shall survive the termination of this Agreement.

18. Confidentiality. All non-public, confidential or proprietary information of the Parties ("**Confidential Information**"), including, but not limited to, specifications, samples, patterns, designs, sketches, photographs, plans, drawings, documents, data, reports, financial information, business and educational operations, and directors, officer, employee, vendor, donor, family and student identities or lists disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether disclosed orally, visually, or accessed in written, electronic, or other form or media, or otherwise learned by the Receiving Party in connection with this Agreement, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the Receiving Party's use, and may not be disclosed or copied unless authorized by the Disclosing Party in writing or required to comply with the law. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than because of the Receiving Party's breach of this Agreement; (b) is a public record subject to disclosure under applicable law, or (c) is obtained by the Receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information. If the Receiving Party receives a subpoena or other formal request from a third-party for Confidential Information, then prior to making any disclosure, the Receiving Party shall provide the Disclosing Party with notice and a reasonable opportunity to object, subject to the City's obligations under Chapter 119, Florida Statutes.

19. General Provisions.

19.1. Successors and Assigns. This Agreement shall apply to and be binding upon City and Academy and their respective successors and assigns. Academy may not assign all or part of this Agreement without the prior written consent of City, which may be withheld in the City's sole discretion; provided, however, Academy may change its name, branding, and state of incorporation at

any time during the Agreement or transfer this Agreement to a parent, subsidiary, or affiliated entity (“Transferee”) for the purposes of providing the Tuition-Free Education and Services at the Facilities without obtaining City’s consent, provided that the Transferee assumes the obligations of Academy under this Agreement and provides written notification of such assumption of obligations to the City.

19.2. Entire Agreement. This Agreement contains all of the covenants and agreements between City and Academy relating to the Facilities. No prior or contemporaneous agreements or understanding pertaining to the Agreement shall be valid or of any force or effect and the covenants and agreements of this Agreement shall not be altered, modified or added to except in writing signed by City and Academy.

19.3. Waiver. No waiver by either party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19.4. Governing Law/Venue. This Agreement will be governed by and construed and interpreted in accordance with the laws of the state of Florida. The venue for any legal action arising from this Agreement shall be in Broward County, Florida.

19.5. Alternative Dispute Resolution. The Parties agree to mediate in good faith before filing a suit for damages. The Parties shall equally share the cost of mediation.

19.6. Effective Date. The “Effective Date” of this Agreement means the last date upon which both Academy and City have executed this Agreement as shown beneath their signatures on the signature pages below.

19.7. City and Academy’s Title and Authority. City represents and warrants as follows: (a) City has fee simple title to the Property; (b) City has full right, power and authority to execute, deliver and perform this Agreement, and all required action and approvals therefore have been duly taken and obtained; (c) this Agreement will not result in a breach of or constitute a default of any instrument or agreement to which City or the Property is subject or bound; and (d) City’s lender, if any, has consented to the terms of this Agreement if such consent is required by City’s lender. The individual(s) executing this Agreement on behalf of City represent and warrant that they are duly authorized to do so and that, by their execution of this Agreement, City is bound by the terms of this Agreement. Academy represents and warrants as follows: (a) Academy has full right, power and authority to execute, deliver and perform this Agreement, and all required action and approvals therefore have been duly taken and obtained; (b) no other person or entity is required to sign this Agreement to make it binding and enforceable against Academy in accordance with its terms; and (c) this Agreement will not result in a breach of or constitute a default of any instrument or agreement to which Academy or the Property is subject or bound. The individual(s) executing this Agreement on behalf of Academy represent and warrant that they are duly authorized to do so and that, by their execution of this Agreement, Academy is bound by the terms of this Agreement.

19.8. Counterparts; Electronic Signatures. This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original document and all of which together shall constitute but one and the same document. The Parties agree to accept electronic signatures and/or remotely notarized documents and intend to be bound by them.

19.9 Legal Responsibility. Each Party shall each be separately liable and responsible for the actions of their own respective officers, agents and employees in the performance of their respective obligations under this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by either Party of any immunity to which it is entitled by law, including but not limited to the Party's sovereign immunity as set forth in Section 768.28, Florida Statutes.

19.10 No Third Party Beneficiaries. Neither Academy nor City intends to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against Academy or City.

19.11 Radon Gas Disclosure. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from Academy's County Public Health Unit.

20. Exhibits. The following exhibits are made a part of this Agreement:

- | | |
|-----------|---|
| Exhibit A | Legal Description |
| Exhibit B | Work Letter |
| Exhibit C | Outline of the Facilities, including the Parking Stalls |
| Exhibit D | Academy's Sign Package |
| Exhibit E | Shared Services |

This Agreement has been executed as of the Effective Date.

CITY:

City of Deerfield Beach
a Florida municipal entity

By _____

Name: _____

Title: _____

Date: _____

ACADEMY:

DAY 1 ACADEMIES,
a Delaware nonprofit nonstock corporation

By _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Legal Description

NORTHEAST FOCAL POINT CAMPUS 148-12 B TRACT B

EXHIBIT B

Work Letter

THIS WORK LETTER (this “**Work Letter**”) is attached to and incorporated into that certain Facilities Use Agreement dated _____, 2022 (the “**Agreement**”), by and between the City of Deerfield Beach (“**City**”) and Day 1 Academies, dba Bezos Academy, a Delaware nonprofit nonstock corporation (“**Academy**”) (collectively, the “**Parties**”). The Parties acknowledge that this Work Letter supplements the provisions of the Agreement.

BACKGROUND

City is in the process of developing and constructing the Property (as defined in the Agreement), which consists of several buildings and other facilities that include and are not limited to a preschool built to the specifications approved by Academy.

City has allowed the Academy to use a portion of the Property for purposes of providing Tuition-Free Education and Services (as defined in the Agreement). The Tuition-Free Education and Services require space that includes without limitation classrooms, bathrooms, meeting areas, and access to an outdoor playground environment that is prepared with purpose and care, providing a space for early learning, exploration, creativity, fine and gross motor skills, joy, and imagination development.

The Parties desire for City to develop and construct the Facilities (as defined in the Agreement) (the “**Improvements**”) for providing Tuition-Free Education and Services at the Property. Academy will have the opportunity to review and approve the design for construction of the Facilities to ensure that it will meet or exceed the needs of its educational program.

Based on the above background, the Parties agree to the following:

1. **Purpose**. This Work Letter establishes responsibilities for the design, permitting, and construction of the Facilities as well as the costs of the Improvements. The terms, conditions, and requirements of the Agreement, except where clearly inconsistent or inapplicable to this Work Letter, are incorporated into this Work Letter. Capitalized terms not expressly defined herein shall have the meanings ascribed to them in the Agreement.

2. **Plan Approval**. City shall engage its architectural / engineering firm (the “**AE Firm**”) to prepare: 1) a schematic design package based on the layout shared by the Academy, 2) design development, and 3) a final proposed set of construction documents for the Improvements, including and not limited to: architectural, structural, electrical, mechanical, plumbing, landscape and civil engineering plans and specifications as applicable. Academy shall have an opportunity to review, provide input, and approve the schematic design, design development, and construction documents (at 50% and 90% complete). Prior to City’s and/or the AE Firm’s final permit submission to the applicable governmental authority for permits, Academy shall review, provide input, and approve or disapprove in writing City’s final permit set of construction documents within ten (10) business days of receipt. If Academy disapproves City’s final permit set of construction documents, Academy will provide written comments describing the reason for such disapproval in the notice to the City of disapproval. City will within ten (10) business days of receipt of the comments from Academy revise such plans and resubmit them to Academy for approval in accordance with this

Section. This process will continue until City's final permit set of construction documents are approved in writing by Academy. If Academy and City are unable, after good faith efforts, to agree upon the final permit set of construction documents, Academy or City will have the right to terminate the Work Letter and Agreement, exercisable by written notice delivered to the other Party within twenty (20) days after a disapproval. For purposes of this Work Letter, the mutually approved permit construction documents for the Improvements will be referred to as the "**Approved Drawings and Specifications.**" The Parties will incorporate the Approved Drawings and Specifications and their written approval regarding them as Exhibit 1 to this Work Letter. Subject to Sections 3 and 4 below, once the Approved Drawings and Specifications are considered "Final," and the permit for the Improvements has been issued, City will cause the Contractor (as defined below) to commence construction of Improvements.

3. **Government Mandated Changes.** If a governmental authority requires revisions to the Approved Drawings and Specifications as a condition to granting any required governmental approval, the Parties will work together to modify the Approved Drawings and Specifications to comply with the governmental requirements, and such agreed, modified Approved Drawings and Specifications shall be deemed the "**Final Approved Drawings and Specifications.**" Notwithstanding the foregoing, if Academy reasonably determines that any governmental mandated changes will have a material adverse effect on the ability of Academy to use the Facilities for the provision of the Tuition-Free Education and Services, Academy will promptly notify City in writing. If, within fifteen (15) days after written notice from Academy, Academy and City are unable, after good faith efforts, to agree upon revisions to the Approved Drawings and Specifications, which will both accommodate government requirements and reduce or eliminate the material interference with Academy's ability to use the Facilities (to the reasonable satisfaction of Academy), Academy or City will have the right to terminate this Work Letter and the Agreement, exercisable by written notice delivered to the other Party within twenty (20) days after the end of such fifteen (15) day period, in which case the Parties will have no further obligations to each other under the Agreement and this Work Letter. If there are no government mandated changes and permits are issued to complete the Improvements, the Approved Drawings and Specifications will be deemed the "**Final Approved Drawings and Specifications.**"

4. **Change Requests.** No changes to the Final Approved Drawings and Specifications may be made without the prior written consent of Academy, which consent shall not be unreasonably withheld, conditioned or delayed. Any changes requested by Academy shall be subject to approval by City, which approval shall not be unreasonably withheld, conditioned or delayed. Academy shall be responsible for any cost increases directly resulting from changes to the Final Approved Drawings and Specifications requested solely by Academy for Academy's sole convenience or benefit. For the sake of clarity, Academy shall not be responsible for any cost increases for changes: (i) requested by City, the AE Firm, the Contractor (defined below), a government authority, or any third-party; or (ii) that are not for Academy's sole convenience or benefit.

5. **Construction Contracts and Insurance.** City shall enter into a construction contract for construction of the Improvements (the "**Construction Contract**") with a contractor (the "**Contractor**"). City shall require Contractor to maintain general commercial liability, automobile liability, worker's compensation, and builder's risk insurance policies as may be sufficient to reasonably protect against applicable insurable risks of the project and to name Academy as an additional insured on Contractor's applicable policies (with Academy responsible for payment of any additional documented Contractor costs for naming Academy as an additional insured). City

will provide Academy with certificates of Contractor's insurance and other supporting materials as Academy may reasonably request to verify Contractor's continuing compliance with the preceding sentence.

6. **Performance of the Improvements.**

(a) City shall cause Contractor to perform the Improvements, including without limitation obtaining all applicable building permits for construction of the Improvements (collectively, the "**Permits**"). City shall require that the Improvements are performed in a good and workmanlike manner, in accordance with the terms of the Final Approved Drawings and Specifications, and in compliance with the Permits and all applicable laws in effect at the time of construction.

(b) Academy shall have the right to visit the Property to view the progress of the Improvements and provide ongoing input to City and Contractor so long as Academy makes an appointment with City in advance and is escorted by Contractor or City. Academy will comply with all applicable OSHA safety requirements and City or Contractor requirements for access to the Property during construction.

(c) No later than ninety (90) days after the issuance of the building permit, City and Academy will meet to discuss and finalize the construction milestone timeline. The Parties will incorporate the construction milestone timeline as Exhibit 2 to this Work Letter. The construction milestone timeline shall include the date of Substantial Completion (defined below). City will provide Academy with updates about the status of the construction timeline if material changes to the timeline arise. City understands and acknowledges that Academy will hire preschool staff and make operational plans in reliance on the construction milestone timeline. If City does not deliver possession of the Facilities to Academy in accordance with the construction milestone timeline within sixty (60) days of the agreed-upon delivery date, subject to extension due to Force Majeure, Academy may elect to cancel the Agreement by giving written notice to City no later than thirty (30) days after such date.

7. **Commencement and Substantial and Final Completion.**

(a) When the Improvements are certified as Substantially Complete (defined below), City shall notify Academy in writing. The Parties shall at a mutually convenient date and time conduct a joint walk-through of the Facilities in order to review the Improvements. Based upon said walk-through, the Parties shall prepare a list of Punch List Work (defined below), and City shall cause Contractor to complete the Punch List Work items within ten (10) days after such joint walk-through, unless otherwise agreed upon by the Parties. City will provide no less than sixty (60) days' notice to Academy of the anticipated Substantial Completion date.

(b) For purposes of this Work Letter, "**Construction Commencement Date**" begins on the point of obtaining all applicable Permits and construction activities for the Facilities Improvements begin at the Facilities.

(c) For purposes of this Work Letter, "**Substantial Completion**" of the Improvements shall be deemed to have occurred on the date that the Improvements reached Substantial Completion under the terms of the Construction Contract, including that the

Improvements have been performed in accordance with the terms of the Final Approved Drawings and Specifications, excluding any Punch List Work (defined below).

(d) For purposes of this Work letter, “**Punch List Work**” means those minor corrections of construction or decoration details, and minor mechanical adjustments, that are required to cause any applicable portion of the Improvements as constructed to conform to the Final Approved Drawings and Specifications in all material respects and that do not materially interfere with Academy's use or occupancy of the Building and the Facilities.

(e) For purposes of this Work Letter, “**Final Completion**” of the Improvements shall be deemed to have occurred on the date that the Improvements have reached Final Completion under the terms of the Construction Contract and all of the following are completed: (i) City delivers to Academy a certificate of occupancy for the Facilities issued by the applicable local government agency; (ii) City and Academy mutually confirm in writing that the Punch List Work has been performed in accordance with the terms of this Work Letter; and (iii) City delivers vacant possession of the Facilities in broom clean condition to Academy with keys and all utilities in working order.

8. **Cost Allocation.**

(a) Academy shall reimburse City for the cost of the Improvements in the amount of \$300,000.00 total (the “**Academy Reimbursement**”). City shall issue written reimbursement requests to Academy at the following milestones:

- (i) Twenty-five percent (25%) of the Academy Reimbursement (\$75,000.00) upon issuance of the Permits.
- (ii) Twenty-five percent (25%) of the Academy Reimbursement (\$75,000.00) upon Construction Commencement.
- (iii) Twenty-five percent (25%) of the Academy Reimbursement (\$75,000.00) upon Substantial Completion.
- (iv) Twenty-five percent (25%) of the Academy Reimbursement (\$75,000.00) upon Final Completion.

(b) Upon receipt of a written reimbursement request, Academy shall confirm within ten (10) business days that City has completed the applicable milestone. If the milestone has been completed, Academy shall issue the reimbursement payment promptly, and no later than thirty (30) days after the receipt of the reimbursement request. If Academy reasonably determines that the applicable milestone has not been completed, then Academy shall have the right to give written notice (each, a “Deficiency Notice”) to City, whereupon City shall have thirty (30) days from receipt thereof to correct any deficiency, or as otherwise mutually extended by the Parties (the “Cure Period”). If City fails to correct a deficiency set forth in a Deficiency Notice during the Cure Period, then Academy may terminate this Agreement by giving written notice to City within thirty (30) days of the expiration of the Cure Period, whereupon this Agreement shall terminate, City shall refund any paid Academy Reimbursement, and Academy shall have no further rights or obligations hereunder as of the date of such notice.

(c) In the event that any costs associated with the Improvements exceed the Academy Reimbursement, the amount of such excess (the “***Overage Amount***”) shall be paid by City. Academy shall have no obligation to make any payments for Overage Amounts.

9. **Miscellaneous.**

(a) All Improvements to be performed by City (and any installations on the Property as set forth in the Final Approved Drawings and Specifications, or otherwise) shall use specifications, materials, finishes, and supplies as set forth in the Final Approved Drawings and Specifications. City may only substitute items, materials, or finishes with Academy’s prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed..

(b) Each Party shall each be separately liable and responsible for the actions of their own respective officers, agents and employees in the performance of their respective obligations under this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by either Party of any immunity to which it is entitled by law, including but not limited to the Party’s sovereign immunity as set forth in Section 768.28, Florida Statutes.

(c) The Parties acknowledges that the timely completion of the Improvements is of the utmost importance to City and Academy. Accordingly, City and Academy, and such other parties as may be useful or appropriate, shall meet on a scheduled, regular basis to be determined by the Parties to discuss progress in connection with the same.

(d) If at any time on or before the Substantial Completion of the Improvements City is in default under this Work Letter, beyond all notice and cure periods under this Work Letter, then in addition to all other rights and remedies granted to Academy pursuant to the Agreement, all other obligations of Academy under the terms of this Work Letter may be suspended by the Academy until such time as such default is fully and finally cured. If at any time on or before the Substantial Completion of the Improvements, Academy is in default under this Work Letter, beyond all notice and cure periods under this Work Letter, then in addition to all other rights and remedies granted to City pursuant to the Agreement, all other obligations of City under the terms of this Work Letter may be suspended by the City until such time as such default is fully and finally cured.

(e) City will require Contractor to construct all Improvements in a manner free of defects, structurally sound and consistent with all applicable laws. Upon Academy’s request, City will either: (i) enforce any warranties for the Improvements in effect on Academy’s behalf; or (ii) assign any applicable warranties for the Improvements to Academy.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, City and Academy have executed this Work Letter as of the date set out above.

CITY OF DEERFIELD BEACH

By_____

Name:

Title:

Date:

DAY 1 ACADEMIES, DBA BEZOS
ACADEMY

By_____

Name:

Title:

Date:

EXHIBIT 1

Approved Work Drawings and Specifications

[Parties to incorporate upon mutual agreement at later date]

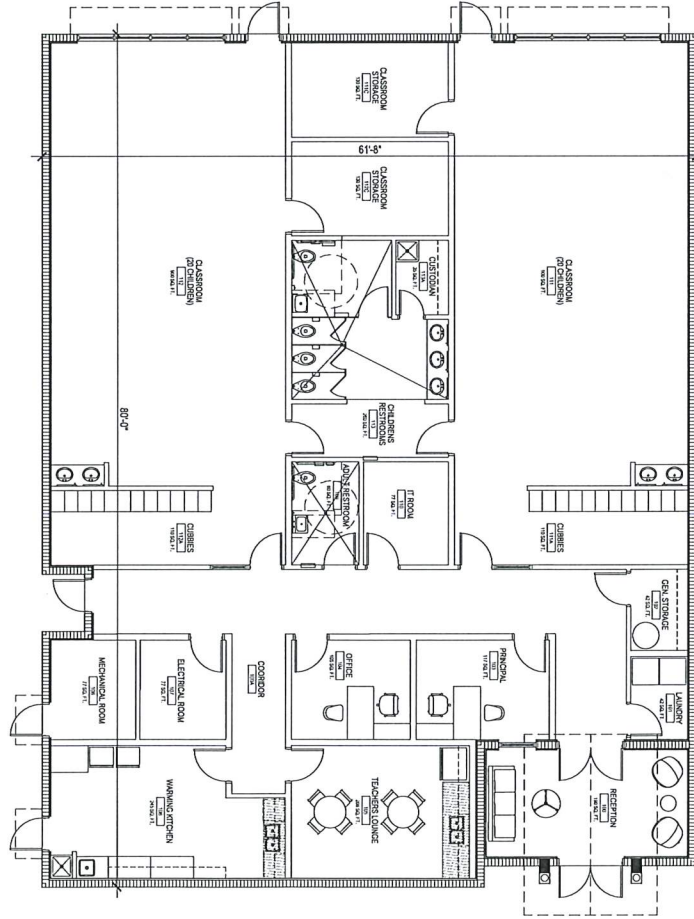
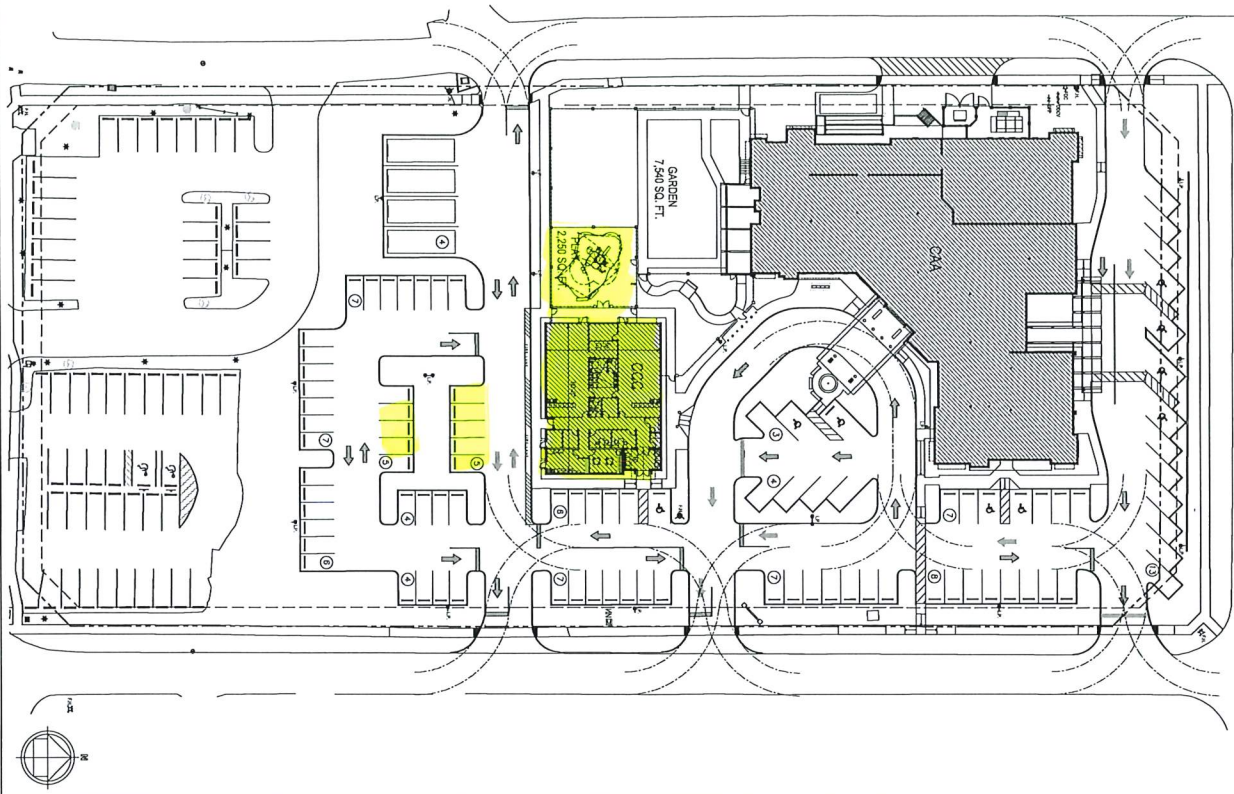
EXHIBIT 2

Construction Milestone Timeline

[Parties to incorporate upon mutual agreement at later date]

EXHIBIT C

Outline of the Facilities, including the Parking Stalls



CENTER FOR ACTIVE AGING
CHILD CARE CENTER

227 NW 2ND STREET
DEERFIELD BEACH, FL 33441

CLIENT: SHIFF CONSTRUCTION + DEVELOPMENT

SHIFT

UCINSE NO. AA26001863

CONSTRUCTION + DEVELOPMENT

MANUEL SYMONEWSKI, AKA
AR 0011628
SEAL

SEAL

Architecture • Planning • Interior Design

Fort Lauderdale, FL 33306

erleben,

PL 2003-223

716

www.sprindell.com

Methods

ML.com

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DESIGN DELIVERABLE: BEZOS ACADEMY ISSUE DATE: 07/11/22	PROJECT NUMBER: 1974-200514 DRAWN BY: CB CHECKED BY: MS Copyright © by THE DESIGN RESEARCH GROUP, LLC All Rights Reserved
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EXHIBIT D

Academy's Sign Package

Standard Bezos Academy Monument Sign

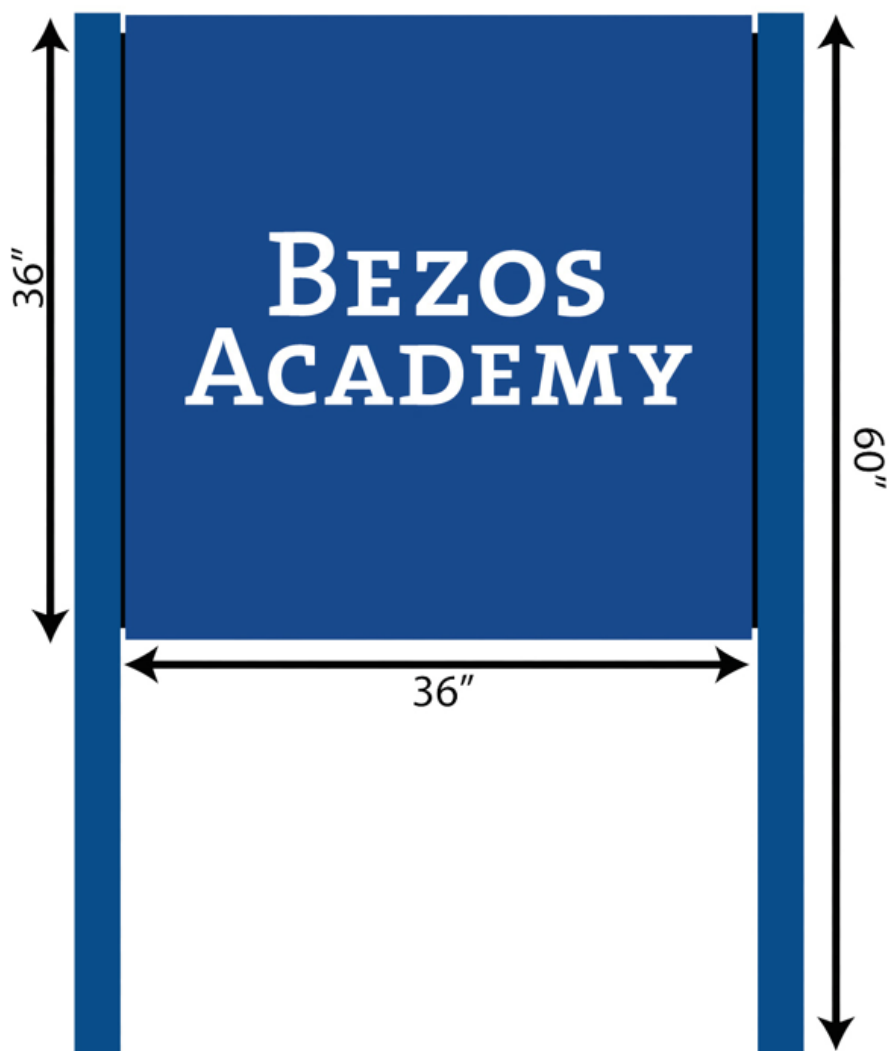


EXHIBIT E

Shared Services

Grass Mowing/Yard Maintenance. City will perform weekly grass mowing and yard maintenance on the Property as part of its regular maintenance program for the Property. City will also perform weekly maintenance of Academy's outdoor play area, including leaf blowing, debris clean-up, and woodchip tidying.

Landscaping/Irrigation. City will maintain landscaping and irrigation on the Property.

Fire Monitoring System. City will inspect, monitor, and maintain the fire monitoring system inside the Premises and Building on the Property, and City will ensure that the monitoring system complies with all applicable law. City will inform Academy if the City becomes aware that the system is broken, defective, or otherwise requires service or repair. Academy will inform the City if the Academy becomes aware that the monitoring system is broken, defective or otherwise requires service or repair. City will add an Academy representative on the fire monitoring call list for emergency notification purposes. City will provide prior written notification to Academy staff for any inspections related to the fire monitoring system that require access to the Premises.

Fire Extinguishers. City will inspect, monitor, and maintain fire extinguishers on the Property upon request of the Academy, and City will ensure they comply with all applicable law. City will inform Academy if City becomes aware that a fire extinguisher(s) is broken, defective, or otherwise require service or repair. Academy will inform the City if the Academy becomes aware that a fire extinguisher(s) is broken, defective or otherwise requires service or repair.

Shared Security. City will grant Academy permission to view security camera footage upon reasonable request, subject to applicable law and City's reasonable policies related to access and distribution of security camera footage.

Waste Removal Services. City shall also provide Academy with access to the Property's waste removal services.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1312

Agenda Date: 7/12/2022

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 change order in the amount of \$1,887,985.27 to provide for a larger child care facility for the design-build construction of the Center for Active Aging Project, for a total project cost of \$13,609,437.02; providing for execution and an effective date. (Funds from Account #358-8000-569-61-12 - Construction (Center for Active Aging) & Account #358-8000-519-61-12 - Construction (City Hall))

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$1,887,985.27

Account Name: Construction (Center for Active Aging)

Account Number: 358-8000-569-61-12 - \$464,432

Secondary Account Name: Construction (City Hall)

Secondary Account Number: 358-8000-519-61-12 - \$1,423,553

Background/History

The City issued Request for Proposals #20-34-PC for Design-Build Construction Services for the Center for Active Aging (rebid) (the "RFP"). On November 20, 2020, the City Commission approved the Evaluation Committee rankings with Shiff Construction & Development, Inc. ("Shiff") as the top ranked firm, and authorized negotiation of a contract with Shiff for the design-build construction of the Center for Active Aging (the "Project"). On April 20, 2021, the City Commission approved and authorized execution of an agreement with Shiff for the design-build construction of the Project. On April 26, 2021, the City entered into an agreement with Shiff for the design-build construction of the Project. Pursuant to the Agreement, the City issued Purchase Order #210250 (the "PO") to Shiff for the Project in the amount of \$11,247,918.64. Change Order #1 was issued to increase the PO by \$473,533.11 due to shell price increases, for a total Project cost of \$11,721,451.75.

In March 2022, the Bezos Academy reached out to the City's Community Services department to partner in the City's future preschool. The Bezos Academy is a non-profit organization that is launching a network of tuition-free Montessori-inspired preschools in underserved communities. The Bezos Academy would provide full day, year-round, tuition-free preschool with trained educators, classroom materials, and food service. As a partner, the City would provide usage of the facility at no cost for ten years, with the ability to renew for future periods.

The City is currently constructing the future Center for Active Aging facility. As part of the

design/build contract, Shiff Construction was to construct a 2,360 sf facility for 24 children (the "Facility"). In coordination with Bezos Academy, the design/builder has provided the City with a revised design to accommodate the programmatic needs of the Facility for up to 40 children at 4,782 sf, an increase of 2,513 sf.

Current Activity

The original contract with Shiff Construction for the Child Care facility provided for a 2,630 sf facility. With the overall increase in the building size, additional costs associated with utilities, technology, and modifications to the site, Shiff Construction provided the City with a change order cost of \$1,887,985.27, for a total Project cost of \$13,609,437.02.

The City has evaluated its operating costs, taking into account the revenue generated from this Facility. With Bezos Academy assuming the operations of this Facility, the City would see operational savings over the ten-year term of the agreement. Bezos Academy has further agreed to contribute \$300,000 towards the construction of the Facility, fund the play area, and contract for janitorial services for the term of the agreement. In consideration of the reduction in City operational costs and the overall benefit to the community for the 40 children of underserved families in our community over this ten-year timeframe, it is the recommendation of staff to partner with Bezos Academy and issue a change order to Shiff Construction for construction of the Facility in accordance with Bezos Academy's programmatic needs.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach, Florida, approve a Change Order with Shiff Construction in the amount of \$1,887,985.27 for construction of the Child Care Center, for a total Project cost of \$13,609,437.02.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A CHANGE ORDER IN THE AMOUNT OF \$1,887,985.27 TO PROVIDE FOR A LARGER CHILD CARE FACILITY FOR THE DESIGN-BUILD CONSTRUCTION OF THE CENTER FOR ACTIVE AGING PROJECT, FOR A TOTAL PROJECT COST OF \$13,609,437.02; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals #20-34-PC for Design-Build Construction Services for the Center for Active Aging (rebid) (the “RFP”); and

WHEREAS, on November 20, 2020, the City Commission approved the Evaluation Committee rankings with Shiff Construction & Development, Inc. (“Shiff”) as the top ranked firm, and authorized negotiation of a contract with Shiff for the design-build construction of the Center for Active Aging (the “Project”); and

WHEREAS, on April 20, 2021, the City Commission approved and authorized execution of an agreement with Shiff for the design-build construction of the Project; and

WHEREAS, on April 26, 2021, the City entered into an agreement with Shiff for the design-build construction of the Project; and

WHEREAS, pursuant to the Agreement, the City issued Purchase Order #210250 (the “PO”) to Shiff for the Project in the amount of \$11,247,918.64; and

WHEREAS, Change Order #1 was issued to increase the PO by \$473,533.11 due to shell price increases, for a total Project cost of \$11,721,451.75; and

WHEREAS, as part of the Agreement, Shiff was to construct a 2,360 square foot facility for 24 children (the “Child Care Center”); and

WHEREAS, in March 2022, the Bezos Academy reached out to the City's Community Services Department to partner with the City for the Child Care Center; and

WHEREAS, in coordination with Bezos Academy, Shiff has provided the City with a revised design to accommodate the programmatic needs of the Child Care Center for up to 40 children at 4,782 square feet, an increase of 2,513 square feet (the “Additional Space”); and

WHEREAS, Shiff provided City staff with an updated proposal for the Project with the Additional Space included, which would increase the PO by \$1,887,985.27 (the “Change Order”); and

WHEREAS, Section 38-120 of the City Code requires City Commission approval for change orders to construction contracts that increase the contract amount more than \$30,000 or ten percent of the original construction contract amount; and

WHEREAS, staff recommends that the City Commission approve the Change Order for the Project in the amount of \$1,887,985.27, for a total Project cost of \$13,609,437.02.

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 Change Order in the amount of \$1,887,985.27 to provide for the Additional Space for the Child Care Center, for a total Project cost of \$13,609,437.02.

Section 3. The appropriate City officials are authorized to execute the Change Order.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including any necessary amendments to the Agreement.

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



Shiff Construction & Development
180 SW 6th Street
Pompano Beach, Florida 33060
Phone: (954) 524-2575
Fax: (954) 524-2576

Project: PR210250 - DB21-01 Center for Active Aging (CAA)
325 NW 2nd Avenue
Deerfield, Florida 33441

Prime Contract Change Order #002: Bezos Academy Expansion

TO:	City of Deerfield City of Deerfield Beach Florida	FROM:	Shiff Construction & Development, Inc. 180 SW 6th Street Pompano Beach, Florida 33060
DATE CREATED:	7/01/2022	CREATED BY:	Kurt Bennett (Shiff Construction & Development, Inc.)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	PO210250:DB21-01 Center for Active Aging Prime Contract	TOTAL AMOUNT:	\$1,887,985.27

DESCRIPTION:

City of Deerfield Beach & Bezos Academy partnership required the originally proposed Child Care Center (2,630 Sq. Ft.) to be enlarged to meet Bezos Academy's requirements (4,782 Sq. Ft.). This expansion in effect requires modification to the site. See below SOV.

ATTACHMENTS:**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

PCO #	Title	Schedule Impact	Amount
004	Additional Site Utilities		\$30,483.34
005	South Parking/Retention Area		\$160,237.31
007	Bezoes Academy Expansion		\$1,697,264.62
Total:			\$1,887,985.27

CHANGE ORDER LINE ITEMS:**PCO # 004: Additional Site Utilities**

#	Budget Code	Description	Amount
1	33-05 05.O Underground Utilities.Other	Additional Fire Hydrant @ Child Care Building	\$18,792.50
2	33-05 05.O Underground Utilities.Other	Credit 251 LF 15" High Density Polyethylene Pipe	\$(8,785.00)
3	33-05 05.O Underground Utilities.Other	ADD 263 LF Exfiltration Trench	\$16,385.00
Subtotal:			\$26,392.50
Overhead @ 10% (10.00% Applies to all line item types.):			\$2,639.25
Profit on Sum Above @ 5% (5.00% Applies to all line item types.):			\$1,451.59
Grand Total:			\$30,483.34

PCO # 005: South Parking/Retention Area

#	Budget Code	Description	Amount
1	32-12 16.O Asphalt Paving.Other	Asphalt Restoration & Striping	\$14,500.00
2	31-23 03.O Field Excavation & Soils Removal.Other	Excavate Dry Retention (3,140 CY @ \$3/CY)	\$9,420.00
3	31-23 03.O Field Excavation & Soils Removal.Other	Load Excavated Material w/ 1.3 Swell Factor (3,140 * 1.33 = \$4,176.2 @ 3.75/CY)	\$15,660.75

#	Budget Code	Description	Amount
4	31-23 03.O Field Excavation & Soils Removal.Other	Haul Excavated Material w/ 1.3 Swell Factor (3,140 * 1.33 = \$4,176.2 @ 4.25/CY)	\$17,748.85
5	02-41 00.O Demolition.Other	Remove Asphalt, Car Stops & Light Poles	\$22,000.00
6	02-41 00.O Demolition.Other	Remove & Dispose of Lime Rock 12" (Estimated) Base	\$18,000.00
7	02-41 00.O Demolition.Other	Remove Trees 37 thru 41 & 95 (ALLOWANCE)	\$7,800.00
8	32-91 00.O Landscaping.Other	Landscaping & Irrigation (ALLOWANCE)	\$58,004.00
9	32-01 16.71.O Cold Milling Asphalt Paving.Other	CREDIT Bid Alt 2 - South Parking Lot	\$(75,000.00)
10	32-31 13.O Fencing,Wrought Iron.Other	740 LF 4' High Decorative Mechanical Fence @ \$40/LF (ALLOWANCE)	\$29,600.00
11	02-41 00.O Demolition.Other	Remove & Haul ROW 200 LF of 5' Wide Sidewalk @ 4.50/SF (ALLOWANCE)	\$4,500.00
12	32-16 00.O Curbs,Gutters, Sidewalks, & Driveways.Other	Replace ROW 200 LF of 5' Wide Sidewalk @ \$6.50/SF (ALLOWANCE)	\$6,500.00
13	32-12 16.O Asphalt Paving.Other	Offsite Pavement Restoration (ALLOWANCE)	\$10,000.00
Subtotal:			\$138,733.60
Overhead @ 10% (10.00% Applies to all line item types.):			\$13,873.36
Profit on Sum Above @ 5% (5.00% Applies to all line item types.):			\$7,630.35
Grand Total:			\$160,237.31

PCO # 007: Bezos Academy Expansion

#	Budget Code	Description	Amount
1	03-11 13.O Concrete Shell.Other	Revised Total Building Square Feet - (4,782 Sq. Ft.)	\$1,020,000.00
2	01-33 51.O Architectural Design.Other	Synalovski Romanik Saye LLC (SRS) - Design	\$152,640.00
3	01-21 16.O Owner Contingency Allowances.Other	FP&L Allowance - (Relocate Power Pole)	\$50,000.00
4	33-40 00.O Storm Drainage Utilities.Other	Underground Modification Allowance	\$40,000.00
5	23-20 00.O HVAC Equipment.Other	Technology Updgade	\$173,212.66
6	01-52 13.O Temp Storage / Office.Other	Trailer Rental - (bring Earlier, @ Months)	\$20,000.00
7	00-72 00.O General Conditions.Other	General Contractor Extension	\$127,567.05
8	32-12 16.O Asphalt Paving.Other	Paving Modification Allowance	\$50,000.00
9	00-61 00.O Insurance, Payment & Performance Bond.Other	Insurance Payment/Performance Rider	\$63,844.91
Subtotal:			\$1,697,264.62
Grand Total:			\$1,697,264.62

The original (Contract Sum)	\$11,247,918.64
Net change by previously authorized Change Orders	\$473,533.11
The contract sum prior to this Change Order was	\$11,721,451.75
The contract sum would be changed by this Change Order in the amount of	\$1,887,985.27
The new contract sum including this Change Order will be	\$13,609,437.02
The contract time will not be changed by this Change Order.	

City of Deerfield

City of Deerfield Beach
Florida

Shiff Construction & Development, Inc.

180 SW 6th Street
Pompano Beach, Florida 33060

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City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1296

Agenda Date: 7/12/2022

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 66-58 "PARKING PROHIBITED ON CERTAIN STREETS AND COMMERCIAL VEHICLE PARKING RESTRICTIONS" OF THE CITY CODE OF ORDINANCES TO PROHIBIT PARKING ON NW ELLER STREET BETWEEN NW 2ND COURT AND NW 2ND TERRACE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for August 2, 2022

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City's Code Compliance Division and residents have identified issues with overnight parking in the swale and damage to an existing fence on NW Eller Street between NW 2nd Court and NW 2nd Terrace. The existing fence was installed many years ago as a deterrent to parking. It is a violation of the roadside clear zone. The clear zone must be kept unobstructed for a minimum of 6 feet.

Current Activity

In addition to future installation of No Parking Signs, the City will look to improve the corridor with curbs to further discourage parking in the swale. This work will be done by city staff.

Recommendation

Staff recommends amending section 66-58 "Parking Prohibited on Certain Streets and Commercial Vehicle Parking Restrictions" of the City Code to prohibit parking on NW Eller Street between NW 2nd Court and NW 2 Terrace.

ORDINANCE NO. 2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 66-58 “PARKING PROHIBITED ON CERTAIN STREETS AND COMMERCIAL VEHICLE PARKING RESTRICTIONS” OF THE CITY CODE OF ORDINANCES TO PROHIBIT PARKING ON NW ELLER STREET BETWEEN NW 2ND COURT AND NW 2ND TERRACE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, the City’s Code Compliance Division and the Broward Sheriff’s Office have identified issues with overnight parking on NW Eller Street between NW 2nd Court and NW 2nd Terrace (the “Street”); and

WHEREAS, specifically, the City’s Code Compliance Division and residents have identified issues with overnight parking in the Swale on the Street, causing damage to an existing fence along the Street; and

WHEREAS, amending the City Code to prohibit parking along the Street and installing “no parking” signs would enable the City to enforce no parking on the Street, and authorize the City to cite and remove vehicles for parking on the Street; and

WHEREAS, the City Commission has determined that it is in the best interests of the citizens and general public to amend City Code Section 66-58 to prohibit parking on NW Eller Street between NW 2nd Court and NW 2nd Terrace.

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 incorporated and made a part of this Ordinance.

Section 2. Section 66-58 “Parking prohibited on certain streets and commercial vehicle parking restrictions” of the City Code is hereby amended to read as follows¹:

Chapter 66 – TRAFFIC AND VEHICLES

ARTICLE II. – Stopping, Standing, Parking

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

Division 3. – Regulations, Generally

Sec. 66-58 – Parking prohibited on certain streets and commercial vehicle parking restrictions.

- (a) Except in compliance with law or the directions of a police officer, no person shall stop, stand or park a vehicle upon certain areas of the following streets of the city:

(70) NW Eller Street between NW 2nd Court and NW 2nd Terrace.

(71) On any streets where an authorized no parking zone sign is erected. The city manager shall be authorized to direct the installation of a no parking zone sign.

Section 3. 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 4. 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 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. That this Ordinance shall be effective immediately upon 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