



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

August 16, 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: July 12, 2022

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes

Attachment: June 8, 2022

APPROVAL OF THE AGENDA

August 16, 2022

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/88651210723?pwd=WIBYUWpGVEF1YlVKbmV5ZzgxTmVRdz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 886 5121 0723#

Participant ID: #

Passcode: 442172#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. **Certificate of Recognition presented to Dave Mirantz for his contributions and dedication to the business community and promoting economic growth within the City while serving as Executive Director of Deerfield Beach Economic Development Council.**

Sponsor: Mayor Bill Ganz

2. **Certificate of Recognition presented to Ocean Rescue Lifeguards in honor of their participation in the 2022 USLA Southeast Regional Championships.**

Sponsor: Vice Mayor Michael Hudak

PUBLIC HEARINGS – SECOND READING

3. **P.H. 2022-075: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 50 "PARKS AND RECREATION" OF THE CITY CODE OF ORDINANCES, BY CREATING SECTION 50-115 "SMOKING PROHIBITED" TO PROHIBIT SMOKING AT PUBLIC BEACHES AND PUBLIC PARKS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Commissioner Todd Drosky

Attachment: Smoking Regulations

- 4. P.H. 2022-073: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS" OF THE CITY LAND DEVELOPMENT CODE BY AMENDING SECTION 98-71 "LOT REGULATIONS" AND SECTION 98-87 "DOCKING AND MOORING FACILITIES" REGARDING THE MINIMUM ELEVATION AND LIGHTING REQUIREMENTS FOR DOCKS AND MAXIMUM WIDTH OF SEAWALL CAPS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Planning & Development Services

Attachment: Docking and Mooring Facilities

- 5. P.H. 2022-072: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 70-134 "CHARGES FOR WATER METERS, WATER METER INSTALLATION, AND TAPS AND SERVICE LINES" OF CHAPTER 70 "UTILITIES" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR WATER METER RELATED DEPOSITS AND CHARGES TO BE ADOPTED BY RESOLUTION AND TO UPDATE THE DEPOSIT RETURN POLICY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Environmental Services

Attachment: Water Meter Deposits and Charges

- 6. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the water service connection deposit amounts and charges for water meters, water meter installation, taps and service lines; providing for implementation and an effective date. (*Departmental Business*)**

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: Water Service Connection Deposit Amounts and Charges

- 7. P.H. 2022-074: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS", ARTICLE IV "SUPPLEMENTARY REGULATIONS", BY AMENDING SECTION 98-104 "SEPARATION REQUIREMENTS FOR ALCOHOLIC BEVERAGE ESTABLISHMENTS" OF THE CITY'S LAND DEVELOPMENT CODE TO PERMIT PACKAGE STORES AND BUSINESSES THAT ARE NOT CONSIDERED ALCOHOLIC BEVERAGE ESTABLISHMENTS WHO WISH TO SELL ALCOHOLIC BEVERAGES ON-SITE TO SUBMIT APPLICATIONS TO THE SPECIAL MASTER FOR A VARIANCE, SUBJECT TO CONDITIONS, FROM THE DISTANCE SEPARATION REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Planning & Development Services

Attachment: Alcoholic Beverage Establishments

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

- 8. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract JP022-06-2023 with the Areawide Council on Aging of Broward County, Inc., for the Center of Active Aging Emergency Home Energy Assistance Program; authorizing execution of the Contract in an amount not to exceed \$26,081.37; 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 Community Services

Attachment: Emergency Home Energy Assistance Program

- 9. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the filing of the Local Government Funding Request for Fiscal Year 2023/2024 with the Florida Department of Environmental Protection for projects to mitigate beach erosion in Deerfield Beach; authorizing projects for which funding is requested; authorizing City's ability to serve as a local sponsor; authorizing City's ability to fund the appropriate local share of projects; approving City's funding source; 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 Sustainable Management

Attachment: FY23/24 Local Government Funding Request

- 10. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving submission of the application to the US Department of Agriculture for the Composting and Food Waste Reduction Cooperative Agreement Pilot Program; approving execution of the Grant Agreement if awarded; 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 Sustainable Management

Attachment: CFWR Pilot Program

- 11. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing submission of a 2022 Bridge Investment Program Bridge Projects**

Grant Application to the Federal Highway Administration for replacement of the Southeast 15th Avenue Bridge; authorizing execution of the Grant Agreement if awarded to the City; providing for an effective date. (*Funds from Account #108-0000-381-0100 - Road & Bridge Fund/Transfer in General Fund & Account #108-5050-541-6031 - Infrastructure Maintenance/Improvement Other than Building*)

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: 2022 Bridge Investment Program

- 12. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a cooperative purchasing agreement with Shiff Construction & Development, Inc. through Sourcewell, Inc. Job Order Contract (JOC) #FL-R10-GC02-111821-SCD to construct community center improvements in an amount not to exceed \$580,598.50; providing for an effective date. (*Funds from Account #146-8000-539-6031 - Parks Impact Fees - Improvements Other than Buildings (West Community Center Building Project)*)**

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: Shiff Construction & Development, Inc.

- 13. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the sole source purchase of main generator automatic switchgear upgrades from ABB, Inc. for water plant operations in the amount of \$355,017.00, utilizing \$200,000.00 in American Rescue Plan Act Funding; providing for execution of a purchase agreement; providing for an effective date. (*Funds from Account #413-5000-536-6031 - Automatic Transfer Switch (ARP41327)*)**

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: ABB, Inc.

DEPARTMENTAL BUSINESS

- 14. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting a 10 foot wide water and sewer utility easement, a 10 foot wide right-of-way dedication, and a 10 foot by 10 foot wide utility easement from the Boys & Girls Clubs of Broward County, Inc. in connection with the 7,280 sq. ft. teen center addition on the 4.24 acre property located at 27 South Dixie Highway; providing for conflicts, 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: Boys & Girls Clubs of Broward County, Inc.

- 15. ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 50-2 "DEFINITIONS" OF THE CITY CODE OF ORDINANCES TO ADD DEFINITIONS FOR "DIVE", "DIVER", "UNDERWATER BREATHING APPARATUS", AND "VESSEL EXCLUSION ZONE"; AMENDING SECTION 50-108 "RECREATIONAL ACTIVITIES AT PARK FACILITIES AND BEACHES", AND SECTION 50-112 "MUNICIPAL/PUBLIC BEACH REGULATIONS" TO MODIFY AND PROVIDE FOR ADDITIONAL MUNICIPAL BEACH REGULATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for September 6, 2022

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

Sponsor: Department of Ocean Rescue

Attachment: Beach Regulations

- 16. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying an amendment to the 2021-2024 Collective Bargaining Agreement between the City of Deerfield Beach and Local 1010/District Council 78 of the International Union of Painters and Allied Trades (IUPAT) to provide for a cost of living increase, effective October 1, 2022; authorizing the City Manager to take all actions necessary to implement the Amendment; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Human Resources

Attachment: IUPAT Collective Bargaining Agreement

- 17. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying an amendment to the 2021-2024 Collective Bargaining Agreement between the City of Deerfield Beach and the Professional Managers and Supervisors Association to provide for a cost of living increase, effective October 1, 2022; authorizing the City Manager to take all actions necessary to implement the Amendment; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Human Resources

Attachment: PMSA Collective Bargaining Agreement

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

- 18. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Third Amendment to the Settlement Agreement with Broward County for the litigation styled *City of Sunrise et. al. vs. Broward County*; 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: Commissioner Todd Drosky

Attachment: Solid Waste Working Group

- 19. City Manager's Annual Performance Evaluation.**

Suggested Action: Motion on decision of Commission

Sponsor: City Commission

Attachment: CM Annual Performance Evaluation

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, September 6, 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, July 12, 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: 4 – Commissioner Todd Drosky
Commissioner Ben Preston
Vice Mayor Michael Hudak
Mayor Bill Ganz

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

Absent: 1 - Commissioner Bernie Parness

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Ganz announced that Jim Lusk, Deerfield Beach Observer, recently passed. Thereafter, was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - June 21, 2022

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Redevelopment Agency Meeting Minutes - April 12, 2022

Hillsboro Inlet District Meeting Minutes - May 16, 2022

Education Advisory Board Meeting Minutes - March 2 & April 6, 2022

Affordable Housing Advisory Committee Meeting Minutes - October 11, 2021, November 8, 2021, & February 7, 2022

ACKNOWLEDGEMENT OF CITY BOARD MINUTES – CONTINUED

Code Compliance Board Meeting Minutes - May 10, 2022

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

July 12, 2022

MOTION was made by Commissioner Preston, seconded by Vice Mayor Hudak, to approve the agenda as amended; tabling Item #5 and discussing Items 18 and 19 after Awards & Recognition. Voice Vote:

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

Nays: 0

AWARDS & RECOGNITION**1. Presentation by Dr. Vickie Cartwright, Superintendent, regarding the educational campaign about the upcoming Secure the Next Generational Referendum renewal.**

Dr. Cartwright introduced Dr. Jermaine Fleming, North Area Regional Superintendent, who oversees schools in the north area, which includes Deerfield Beach. Thereafter, Dr. Cartwright thanked the City for the partnership related to school safety and the school resource officer program and outlined Broward County Public Schools priorities and focus: the children, attracting and retaining highly qualified employees by increasing teacher and staff compensation, investing in mental health services for students and families and ensuring safer learning environments. To achieve these goals, the District is presenting voters with the Secure the Next Generation Referendum on the August 23rd primary election ballot. She explained that the half mil approved in 2018 is set to expire and without the renewal, many of the resources, i.e. school safety personnel and mental health personnel, will be lost. Dr. Cartwright continued to explain how the loss of these funds will severely impact the public-school system.

Continuing, Dr. Cartwright said 20% of funds generated from the referendum will be shared with charter schools and those funds must be used according to the ballot language; e.g. school safety personnel, supplements for workforce, and mental health personnel. Renewing the referendum will generate approximately \$177 million for Broward County Public Schools (BCPS) and \$45 million for charter schools, combined total of about \$227 million annually. The funds would be broken down into the following allocations: 75% or more to be used for recruitment and retaining high quality teachers and eligible staff by increasing compensation supplements; up to 14% for additional school resource officers and safety staff and up to 8% to enhance essential programs like mental health services. Dr. Cartwright acknowledged the financial burden for cities to fund the school resource officer program; thus, based on the current referendum, BCPS was able to increase their contributions from approximately \$54,000 to \$62,000. If the renewal passes, she said she is committed to bringing a proposal to the School Board to continue to increase the contribution. Dr. Cartwright explained the financial impact to homeowners with an average market value of \$393,000 would be a \$23 a month investment, which is an added \$11.50 above the current investment; condo owners with a market value of \$192,000, would have a monthly investment of \$13 month, an additional \$6.50 more than the current. Lastly, she advised that the referendum is meant for people and in no way relates to the Smart Bond Program passed in 2014 and replaces the 2018 referendum as it will expire in 2023.

AWARDS & RECOGNITION – CONTINUED**2. Proclamation in recognition of the Florida League of Cities' 100th year Anniversary.**

Vice Mayor Hudak read and presented a proclamation recognizing the League's 100th year anniversary; thereafter, he outlined the accomplishments made by the League and their pursuit to helping municipalities maintain home rule.

Eryn Russell, Florida League of Cities, thanked the Commission for presenting the proclamation, as well as Commissioner Drosky for serving on the League's Board of Directors.

DEPARTMENTAL BUSINESS

David Santucci, City Manager, outlined Items 18 and 19; whereby, Item 19 is necessary to meet the guidelines of the Bezos Academy.

Anthony Soroka, City Attorney, advised that both items will be voted upon separately. Thereafter, he outlined key terms of the agreements; 10-year term which starts when the facility is delivered to the Academy, which is anticipated for 2024; one 5-year renewal option; exclusive use of the childcare facility as well as playground to be built; eight parking spots; the Academy is to provide the City with \$300,000 toward construction of the childcare center, and will handle the playground equipment and provide tuition free preschool education to eligible families. The City will build the facility, maintain the landscaping and irrigation, waste removal, fire inspection and monitoring, as well as structural repairs as needed, HVAC, other systems and common areas. Each party is responsible for their own acts and those of their respective employees and agents.

Priscilla Cygielnik, Director of Environmental Services, provided a PowerPoint presentation on changes to the campus. She displayed a rendering of the future center, currently under construction, and the child care facility. She explained that the intent is to expand the building for the Bezos Academy; thereafter, she outlined the changes to the campus. Originally, the child care center was to accommodate 20 children; whereby, the terms of the agreement with the Academy will accommodate 40 children in two classrooms. The aggregate square footage is 4800 square feet. Further, due to this coordination with the Academy, the play area will also increase. Ms. Cygielnik outlined some of the changes prior to the proposed agreement with the Academy; \$1 million building with 2600 square foot building, 1600 square feet play area. The larger space and play area with ancillary facilities, the price increased by \$1.8 million.

Continuing, Ms. Cygielnik outlined the return on investment; after 10 years based on the operational and net costs; due to the \$300,000 contribution from Bezos, the City is showing an operational savings over the 10-year timeframe. She stressed that if the City were providing the service for 40 children, the costs would be doubled. Furthermore, Bezos has indicated an annual expense of approximately \$500,000 to provide services for 40 children. Lastly, Ms. Cygielnik said staff supports the change order because it provides tuition free education to 40 children in the community. Thereafter, Ms. Cygielnik entertained questions by the Commission.

Mayor Ganz asked for clarification on whether the families pay a fee for childcare and whether the amount was known.

Ms. Cygielnik replied yes, a fee is charged for childcare.

Mr. Santucci replied that the revenue for 20 children is approximately \$130,000, \$54 monthly.

Vice Mayor Hudak commented on the increased costs for the facility being around \$14 million.

Ms. Cygielnik said the anticipated construction costs for the Center for Active Aging was \$10.5 million and \$1 million for the childcare center.

Vice Mayor Hudak asked what protection does the City have against an upsurge in construction considering prices continue to increase.

DEPARTMENTAL BUSINESS – CONTINUED

Ms. Cygielnik replied that significant progress is being made on the construction and the proposed changes are inclusive of the costs to date for shell construction and everything else anticipated for the childcare facility. Also, a guaranteed maximum contract price was established with the contractor, there is a clause in the contract for escalation and they are trying to operate within the guaranteed maximum price through creative efforts.

Vice Mayor Hudak asked for the anticipated timeline between 2023 and 2024.

Ms. Cygielnik replied that staff expects a six-month extension on the contract with the childcare center changes and believes the Center for Active Aging will be complete by Spring 2023. Also, students would not be in the school until Summer 2024.

In response to Commissioner Preston's question, Mr. Santucci advised that a presentation is forthcoming and describes the curriculum and programming in its entirety. Mr. Santucci commented on the operating costs for the childcare facility which is run at a deficit; however, with the change order and partner contribution, staff foresees an operational savings of a little under \$400,000 over the 10-year agreement and does not include the play area being constructed. He advised that the play area could range from \$25,000 to \$200,000 depending on the equipment.

Mayor Ganz spoke in support of the partnership because it doubles the number of children and provides free tuition for the students.

Vice Mayor Hudak spoke in support of the partnership and listed various opportunities provided to the students. Nevertheless, he expressed the importance of staff handling the cost overruns and keeping them as low as possible.

Commissioner Preston explained the Montessori model and how the teaching is different but has been very successful.

18. Resolution 2022/123 - 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.

The Resolution was read by title only.

Sheila Shedd, Bezos Academy Regional Partnership Development Leader, explained how the Bezos Academy came to fruition. Currently, there are five schools operating in Washington, four coming to Florida, one opening in 2023 at Florida Atlantic University, and three in the Orlando/Kissimmee area. The school at the campus will be the first in Broward County. Ms. Shedd explained that the Montessori model is very student focused and the main principle is child first. The children are ages 3 to 5, Bezos recognizes the needs of the community and adjusts the curriculum to help the community. Additionally, three meals are provided daily, along with a take home dinner snack. She explained that the program will be available to families below the 250% federal poverty line, so they have a fair shot in the lottery. Furthermore, the other 50% of space is allotted for families over the 250% mark, but under 400%. First preference is given to homeless students and those in foster care. Ms. Shedd also commented on the play area and incorporating space for seniors to read to the children which builds the community. The school will be open year-round, persons from the community are hired and will be placed on a succession plan so they can start as an assistant teacher and work towards head of school.

Mayor Ganz opened the public hearing.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke in support of the proposed partnership.

DEPARTMENTAL BUSINESS – CONTINUED

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked about the square footage per child and whether the State's mandate is being followed.

Ms. Shedd replied that Bezos will exceed the State's mandate, whereas the Montessori model, allows everything to happen inside the classroom. She said 750 square feet for one class is typical, but they are offering 1,000 square feet.

Mr. Santucci advised that based on the square footage proposed, the State allows 52 children, but Bezos proposes 40.

Janice Fulmore-Tigner, 1090 SW 4th Terrace, Deerfield Beach, expressed concern that if the spots are taken first by homeless and foster children, there may not be many spots left for those who are under the poverty level. Nevertheless, she applauded the program.

Mayor Ganz closed the public hearing.

Ms. Shedd advised that foster or homeless children outnumbering other students has not been considered, but those students are the first priority.

In response to Commissioner Drosky's question, Ms. Cygielnik replied that the campus will be secured with CCTV cameras tied into the police department throughout the entire campus.

In response to Commissioner Drosky's question, Manny Synalowski, Architect, replied that there is significant technology inside and outside. The building is hardened and will uphold through hurricane loads; furthermore, the police have reviewed the campus to assure protection from blind spots. He also advised that the students will be well protected inside the facility; the play area is fully enclosed.

Mr. Santucci advised that the aforementioned security system is City standard; whereas, Bezos does have the right to install their own system, if desired.

Commissioner Drosky spoke in support of the project due to the intrinsic value for the kids, support received, free education, opportunity for parents to work or seek higher education, and others.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to approve Item 18, adopted Resolution 2022/123. Roll Call:

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

Nays: 0

19. Resolution 2022/124 - 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))

The Resolution was read by title only.

See comments starting on page 3, Departmental Business.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to approve Item 19, adopted Resolution 2022/124. Roll Call:

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

Nays: 0

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.**

David Santucci, City Manager, said the housing program has a high value threshold of \$50,000 for rehabilitation and purchase assistance programs and has been so for about a decade. He explained that the housing market and home repairs have increased since then and the threshold has created difficulty in assisting homeowners in both programs; therefore, the consideration is to increase the threshold by \$20,000 for purchase and rehabilitation programs. Also, there is an accompanying agenda item (#14) related to the procurement code and will allow the implementation if the Commission agrees.

Mayor Ganz spoke in support of the increase; thereafter, the public hearing was opened. Since there were none to speak, the public hearing was closed.

PUBLIC COMMENT

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked for assistance in reviewing the agenda backup online without downloading all documents. Additionally, she said there are two signs on the ground at SW 15th Street, directional for Dixie Highway, and SW 4th at the bus stop on Dixie Highway, directional for railroad crossing.

Chris Marino, 1525 SE 14th Court, Deerfield Beach, expressed disappointment in two city commissioners during the last meeting regarding gun control and opined that this should not have been a topic of discussion from the dais.

Laura Ortiz, 3500 SW Natura Boulevard, Deerfield Beach, provided statistics on mass shootings and how experts correlate these shootings to mistreatment of mental health.

Lucia Delgenio, 707 North Shore Drive, Deerfield Beach, said she shares the views of the previous speakers on gun control and agreed that gun ownership is important with the crime rate in the City. Thereafter, she commented on the presentation by Dr. Cartwright (Item #1) and commended the possible changes outlined, i.e. school protection, mental health support, and higher pay for the teachers.

Joe Miller, 248 SE 18th Avenue, Deerfield Beach, thanked the Commission for authorizing the 4th of July fireworks display. Also, he commended the Broward Sheriff's Office for assuring the safety at the beach; however, he had a negative experience with a DJ playing loud music on the south side of the main beach parking lot, causing him to be unable to hear the music from the stage. Lastly, he said he supports the Second Amendment.

Mayor Ganz asked that the City Manager look into competing musicians on the beach when there is a City event. Furthermore, he said the Commissioners do not give up their right to share their views.

Commissioner Preston said he does not like his point misrepresented and expounded on his belief of the Second Amendment, but feels that assault weapons should not be in the hands of regular citizens.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Anthony Soroka, City Attorney, reminded the Commission that Item 5 was tabled.

Mayor Ganz opened the public hearing; there was a request to speak on Item 10; thereafter, a recap was provided on Items 7, 8, and 9 (see Item 7 for comments)

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to approve Items 4, 6 - 9, 11 - 13 of the Consent Agenda. Roll Call:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

4. **Resolution 2022/108 - 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.**
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.**
6. **Resolution 2022/112 - 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*)**
7. **Resolution 2022/113 - 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.**

Priscilla Cygielnik, Director of Environmental Services, said the agreements pertain to the relocation of City facilities for water and sewer lines that follow the FDOT right of way; whereas, they are acquiring additional right of way to provide for utility corridor that will house the city's water and sewer and allow the City to maintain these facilities in the future. All expenses are at the State's level and no cost to the City. Item 8 is associated with the second phase of the project; whereas, there are two separate project ID numbers. Item 7 is the east portion of I-95 to SW 10th Street, Item 8 is the west portion of SW 10th Street and interconnects to Sawgrass Expressway and Item 9 is the right of way acquisition memorandum which enables FDOT to perform work within the City's rights of way and improvements consist of improvements to Military Trail and Natura Boulevard. Also, Item 10 reverts the maintenance of the local streets to the City perpetually. She advised that FDOT is also present for any questions.

8. **Resolution 2022/114 - 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.**
9. **Resolution 2022/115 - 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.**
10. **Resolution 2022/116 - 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.**

The Resolution was read by title only.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

Mayor Ganz opened the public hearing.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke in opposition to the proposed resolution because the SW 10th Street project will have consequences. Further, there is no final decision on the design for 10th Street and there is a lot of uncertainty at the County and State level.

Mayor Ganz closed the public hearing; thereafter, he explained that Item 10 is necessary and denying it would only create more issues.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to approve Item 10, adopted Resolution 2022/116. Roll Call:

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

Nays: 0

- 11. Resolution 2022/117 - 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)**
- 12. Resolution 2022/118 - 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)**
- 13. Resolution 2022/119 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Johnson-Laux Construction, LLC through the Sourcwell, 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)**

DEPARTMENTAL BUSINESS – CONTINUED

- 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.**

The Ordinance was read by title only.

DEPARTMENTAL BUSINESS – CONTINUED

David Santucci, City Manager, advised that this item accompanies Item 3 to increase the home rehabilitation and purchase assistance subsidy. Upon second reading, the Resolution for Item 3 will be considered as well as the Ordinance.

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 Item 14 on first reading. Roll Call:

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

Nays: 0

15. Resolution 2022/120 - 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.

The Resolution was read by title only.

Stephanie Tinsley, Chief Financial Officer, provided a presentation on the City's financial report ending fiscal year September 30, 2021. The discussion will include compliance requirements, which were met, financial highlights, financial results for various funds, audit finding and comments, as well as others. Ms. Tinsley advised that total assets increased by \$12.4 million due to the ARPA funds and others; liabilities decreased by \$1.7 million; and combined governmental fund balances increased by \$8.3 million. The City's net position continues to improve year to year which is due primarily to the improvements in pension and OPEB and the paydown of debt and cost containment measures taken in 2021; whereby, due to COVID, restrictive measures were taken.

Commissioner Drosky left the dais temporarily at 8:34 p.m. and returned at 8:36 p.m.

Vice Mayor Hudak left the dais temporarily at 8:37 p.m. and returned at 8:40 p.m.

Additionally, Ms. Tinsley said from 2020 – 2021, the General Fund fund balance experienced the largest increase, which resulted from staff performing a detailed analysis of the outstanding encumbrances and encumbering about \$1 million in digital OPEB funds. Moreover, the fund balance policy is at least 10% of the General Fund expenditure and is compliant. Notwithstanding, Ms. Tinsley advised that the best practice for compliance is 15% to 18% operating; whereas, if the fund balance were increased to that level, the City would still have excess fund balance available for use. Also, the unassigned fund balance does not include the assigned emergency fund of \$3.5 million nor the subsequent year's budget of approximately \$1 million.

Continuing, Ms. Tinsley outlined the financial results of various funds. General Fund: budgeted use of fund balance of approximately \$1 million, but the actual results yields a contribution of \$8.5 million to the fund balance. Solid Waste Fund: the fund has struggled since 2018 due to GASB 75 OPEB and the energy performance contract in fiscal years 2019/2020. Utility Fund: demonstrated a good net position that has remained stable, but predicts a downslide without a plan to increase operating revenues; furthermore, the \$75.96 million ending net position includes \$50 million in investment and capital assets. There is also approximately \$1 million in debt service reserve; resulting in approximately \$25 million in unrestricted funding. She said with the number of capital projects forthcoming, there is available funding. Stormwater Fund: this fund is relatively new and the ending net position is \$3.28 million; however, there are numerous projects upcoming.

In closing, Ms. Tinsley said the City received a clean audit opinion, but there is one repeat finding, financial close and reporting. She said the third-party software has been deleted as it added a level of complexity to

DEPARTMENTAL BUSINESS – CONTINUED

the year-end process, along with the aggressive implementation of policies and procedures to eliminate this finding. Also, two observations were found; utility billing – solid waste rate and solid waste fund deficit net. Ms. Tinsley advised that during testing, a lower rate for solid waste was discovered; whereas, separation of duties review was implemented, so there is not only one person adding the rate without a secondary review to ensure compliance. To curtail the solid waste fund deficit, staff plans to create a master plan for their revenue streams, rate study plan, as well as review various avenues to bring the fund out of the deficit.

Branden Lopez, Marcum Senior Manager, presented the financial statements for fiscal year 2021; thereafter, he applauded staff for their assistance. Mr. Lopez explained various reports in brief. First, the independent auditor report explains responsibilities of management and the auditor; the opinion given to the City is a clean, unmodified opinion. The decrease in net pension liability and OPEB liability was expected as it has occurred in multiple cities due to the investments of the plans; the City complies with all required contributions to the plan, with one significant deficiency related to the financial close. In the past, material weaknesses and significant deficiencies were observed, but have been addressed over the last couple of years; the material weakness from last year was addressed this year. Now, there is one significant deficiency which is an improvement; nevertheless, the goal is to resolve, so there are no deficiencies next year.

Continuing, Mr. Lopez explained the audit process for grant funding from the State and Federal Government; whereby, a single audit was conducted to ensure funds were spent appropriately for associated programs and concluded that there were no issues. Another report, Management Letter to Florida Auditor General, allows Marcum to communicate any issues during the audit or disagreements with management, recommendations or times when information was requested, but not provided. He advised that the findings and observations identified by Ms. Tinsley were not significant enough to be reported; however, he said the observations should be improved upon. Another disclosure, Financial Condition Assessment, relates to observing the City's operations for a 5-year trend, of any upward or downward trends and comparing to similar municipalities. After the review, it was determined that there were no significant downward trends to be reported. Thereafter, Mr. Lopez entertained questions of the Commission.

Vice Mayor Hudak asked what are the plans to address the solid waste fund deficit.

Ms. Tinsley replied that a rate study plan will be done for the solid waste fund and will present information during the FY 2023 budget to include rate options and plans to shore up the fund over the course of time.

David Santucci, City Manager, advised that a lot of cost containment has been performed over the past couple of years, to include, performance route optimization, removal of approximately \$1 to \$1.2 million operational burden of the fund through the sanitation division and removing recycling from the operation which was a small offset, but now due to the cost being more expensive than disposal, there has not been much of an improvement. Although these changes have occurred, there is still a steady increase to disposal rates since the term of that particular contract; nevertheless, the City has among the lowest disposal rates in the area, but the contractor is not sure about his viability to hold the rates due to inflationary costs.

Vice Mayor Hudak implored staff to resolve the repeat finding outlined in the audit as it has been ongoing for four years.

Commissioner Drosky agreed and asked Marcum what can be done on their behalf to eliminate the repeat finding.

Mr. Lopez replied that the finding relates to the closing of the books, whereby, there is a lot of information that goes into that process, but there are certain duties management must handle and they must remain independent. He said they can only teach staff, provide guidance and give them tools. This year, they sat down with staff and provided an overview of certain transactions continually seen that were being misreported and misquoted. They explained how to process certain transactions, and identifying deficit credits. Next year, the goal is to exceed the deadline and believes it is achievable based on interactions this year.

DEPARTMENTAL BUSINESS – CONTINUED

Commissioner Drosky said on page 72 of the report, contingent liabilities, corresponds to FEMA funds. He said \$1.9 million was clawed back from FEMA and the City ended up suing, but lost. He read the excerpt from the report and does not remember the City and FEMA coming to an agreement, but recalls FEMA telling the City how it would be handled. He said he does not want anyone to think the Commission agreed. Additionally, the language outlines an outstanding amount of \$883,000 for the City to use toward future claims which means it has to be used for future storms in order to get to zero. Thus, he asked if it could be corrected because that is not what he remembers.

Anthony Soroka, City Attorney, advised that the City joined other municipalities regarding claw back actions from FEMA. He agreed with Commissioner Drosky that the City did not enter into an agreement with FEMA, nor was it voluntary. Additionally, he understands that FEMA has recouped their money from the State, but because the State was out of money, when the next payment is made for the next storm, they have taken the entire amount.

Mr. Lopez said if the Commission would like a revision in the wording that will not alter the audit opinion or the date of issue. Also, he said the report was already submitted to the auditor general to ensure the deadline was met; nevertheless, he is willing to make the change.

Mr. Soroka advised that in order to accept the money, an agreement must be executed, but he understands it was not voluntary. Lastly, he agreed with looking further into the language and approving the resolution.

Mayor Ganz explained what happened during Hurricane Wilma and how FEMA came back to the City for those funds. He then explained how the findings have decreased over the years, but is concerned with the repeat finding and implored staff to resolve it. He asked Mr. Lopez if he is confident the proposed actions will help remove the finding from the next audit.

Mr. Lopez replied that the direction provided to staff this year, if taken, applied, and call when something unusual is noticed, the finding should be addressed. Additionally, he replied that the City falls in the middle with its current financial status.

Commissioner Preston said he is confident that things are headed in the right direction; whereas, year after year, findings are being reduced. He also applauded the City Manager and Ms. Tinsley for outlining how findings and observations will be addressed.

Mayor Ganz said his concern is that the repeat finding is still being reported after four years; notwithstanding, he said the City has come a long way from the myriad findings in the past. Thereafter, Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Commissioner Preston, seconded by Commissioner Drosky, to approve Item 15, directing staff to address FEMA language within the Report; adopted Resolution 2022/120. Roll Call:

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

Nays: 0

16. Resolution 2022/121 - 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.

The Resolution was read by title only.

DEPARTMENTAL BUSINESS – CONTINUED

David Santucci, City Manager, said recommendations will be provided for FY 2023 since it has not been changed for almost three years. Government Services Group will provide an overview on the rate calculation and the second hearing will accompany the budget hearing in September.

Sandi Neubarth, Government Services Group, provided an overview of the proposed rates. Ms. Neubarth outlined the residential rate which is currently \$235 annually per dwelling unit and non-residential rates are based on square footage. The fire assessment can only be used to fund fire protection services and cannot be used for EMS services; therefore, the total budget without EMS is averaged to generate a 5-Year average assessable budget. Based on the assessment, the City can fund \$23,376,000 for the program which is what the figures are based. Currently, the demand percentages for the calls are as follows based on the 2019 study: residential – 63.21%; commercial - 18.02%; industrial/warehouse - 4.92%; and institutional – 13.85%. Ms. Neubarth advised that the study conducted in 2021 for calls for services revealed that residential calls increased to 65.8%; industrial/warehouse increased to 5.25%; commercial and institutional slightly decreased. This is the key to keeping the City legally defensible regardless of the portion the City decided to fund up to the \$23,376,000.

Continuing, Ms. Neubarth said the apportionment to the categories listed will not change for residential; whereas, the charge will be per dwelling unit. Non-residential properties will remain on square footage tiers, capped at 50,000 square feet. She advised that number of units also increased, but not enough to keep the level for residential rates; therefore, almost 900 additional residential units were added. The makeup of non-residential units was also referenced. Ms. Neubarth outlined the proposed rates: 100% funding - \$372 per dwelling unit. Since government properties have been exempted, she explained steps the City could take for them to contribute, i.e. submit a separate bill asking them to pay, file suit, but whether they choose to pay is a different story. Also, the City provides an institutional tax exemption which refers to buildings of institutional use and are wholly tax exempt; about 90 to 95% of clients exempt them as well. Excluding these categories results in a buy-down of \$2.3 million and has to be funded from the General Fund or other fund; however, it cannot be shifted or shared among those that are paying.

Moreover, Ms. Neubarth said staff is recommending \$309 per dwelling unit, which is about a \$74 increase over the current fee and will generate an additional \$2.7 million. She advised that when people pay their tax bill early in November, a discount is also received on the fire assessment and yield a payment of \$296.64, but paid in March, it would be \$309. She continued to list other rates: \$295 to generate an additional \$2.5 million with a gross revenue of approximately \$18.5 million, net \$16.69 million. Next, to maintain the same revenue neutral funding, the cost per dwelling unit would be \$257, generating \$16 million. It would increase by \$22 yearly because of the increased demand residential is placing on the fire department. Last, if the rate remains at \$235, the City would lose revenue and generate a loss of \$1.27 million. Furthermore, Ms. Neubarth outlined the impact of the exemptions at various percentage rates and the buydown for churches and non-profits for each rate listed.

Mayor Ganz explained why churches are excluded as they would be charged based on square footage, making it unsustainable for them.

Ms. Neubarth explained that exempting the churches and non-profits at 50%, it would reduce the residential rate by \$7; thus, the fully funded amount at 100% would be approximately \$14.

In response to Commissioner Drosky's question, Vice Mayor Hudak replied that he recommended the \$295 rate because it would be a monthly increase of \$5 and more palatable for those on fixed incomes. The City cannot continue subsidizing, but looked at another option to help the residents.

Continuing, Ms. Neubarth outlined the history of the fire assessment rate from 2002 to present; whereby, the progression would be \$309 for the next rate. She then provided a graph comparing the residential rates for various cities in the County and the average rate is \$308.77 which is the approximate rate staff has recommended. Also, the rates are from last year since rates have not been set for the upcoming fiscal year. Lastly, Ms. Neubarth outlined the schedule from adopting the preliminary assessment tonight and by November 1, 2022, tax bills being mailed. Thereafter, she entertained questions of the Commission.

DEPARTMENTAL BUSINESS – CONTINUED

Mayor Ganz said the fee allows all the residents to contribute and is not based on property values or homestead exemptions; nevertheless, he cannot support staff's recommendation of \$309 or the highest rate of \$372.

Commissioner Preston commented on how much additional residents will have to pay based on the current rate and proposed rates. He said this may be a strain on households and believes a \$74 annual increase is a lot; therefore, he spoke in favor of the \$257 rate.

Mayor Ganz said the cost of supplying services is not going down and consistently increases; whereby, \$75 annually is \$6.15 monthly. Also, he said he struggles with the percentage increase compared to the revenue and though he understands the need, it is a hard decision, as he sees what the increase has been but sees how much more the City is taking on with the current fee.

Mr. Santucci said the rate recommendation of \$309 allows the City to keep the same percentage of contribution of the fire assessment fee to the total fire budget. Notwithstanding, he understands the Commission's concerns and thanked them for recognizing the increased cost for services which will continue but hopefully at a lower rate. Furthermore, any reduction in contribution to the fire assessment fee will pull on the ad valorem tax revenue to provide other services.

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

There was a brief discussion referencing the \$295 and \$257 rate and its impact on the city and residents; notwithstanding, the rate selected tonight is the max rate which can be decreased should the Commission choose at the September budget hearing.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Drosky, to approve a maximum residential rate of \$295 for the fire assessment fee; adopted Resolution 2022/121. Roll Call:

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

Nays: 1 - Commissioner Preston

17. Resolution 2022/122 - 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.

The Resolution was read by title only.

Anthony Soroka, City Attorney, explained the process for nuisance abatement services related to code enforcement issues; wherein, the special magistrate authorizes the City to go onto a property to abate the nuisance and charge the cost to the property. This is the mechanism used to recoup the City's costs by placing it on the tax bill.

In response to Mayor Ganz's question, Rodney Brimlow, Director of Public Safety, replied that the 2023 cost reflects the actual cost incurred this year; last year, it was higher and will vary by year. Furthermore, the work has already been done and it will be paid in 2023.

Mayor Ganz explained how the assessment was implemented because homes were being abandoned and not cared for; thus, who ever owns the property will pay taxes and reimburse those costs. Thereafter, 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 Drosky, to approve Item 17, adopted Resolution 2022/122. Roll Call:

DEPARTMENTAL BUSINESS – CONTINUED

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL**CITY ATTORNEY**

House Bill 105 - Anthony Soroka, City Attorney, advised that he is in the process of creating an ordinance regarding no smoking on public beaches or parks; it will be forthcoming at a future meeting.

CITY MANAGER

Billboards - David Santucci, City Manager, advised that Code Enforcement has begun inspecting various billboards to address possible code violations.

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.

The Ordinance was read by title only.

David Santucci, City Manager, advised that this ordinance was presented by Commissioner Preston due to him witnessing various problems at the location. If approved, the ordinance will allow the enforcement of no parking in the area of the roadway. Also, curbing was installed to deter parking in the swale area.

Commissioner Preston said there are 18-wheelers parking illegally throughout his district and although the police have addressed it, when the police are present, the drivers comply. He said they are parking in the roadway so the residents do not have access to the roadway and sometimes, the trucks stay on all night. He thanked staff for looking into this as the problem needs to be resolved.

Mayor Ganz opened the public hearing.

Janice Fulmore-Tigner, 1090 SW 4th Terrace, Deerfield Beach, thanked Commissioner Preston for bringing this forward and advised that the 18-wheelers are parking all over and recommended continual fines to stop the illegal parking. Ms. Fulmore-Tigner advised that she has experienced it also.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Hudak, to approve Item 20 on first reading. Voice Vote:

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

Nays: 0

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

No Report.

COMMISSIONER PRESTON**DISTRICT 2**

Football Camp - Commissioner Preston applauded staff for the success of the camp. He also commented on a student who committed suicide and his mother continues to address suicide prevention. He also commented on a forum (Channel 10) held on mental health issues, the expert panel engaging the topic and how enlightening it was.

District 2 Community Meeting - Commissioner Preston advised that the district meeting will be held on August 1, 2022 at the Hillsboro Community Center at 6:00 p.m. to discuss the Historical Society.

4th of July Fireworks - Commissioner Preston applauded the fireworks display and staff for a great job.

COMMISSIONER DROSKY**DISTRICT 4**

4th of July Fireworks - Commissioner Drosky applauded the event as well as staff's efforts with the clean-up and fireworks display; he thanked all involved for making it successful and safe.

Saturday Office Hours - Commissioner Drosky advised that his Saturday office hours will be held on August 6, 2022; contact the City Manager's Office for an appointment.

MAYOR BILL GANZ

Jim Lusk - Mayor Ganz advised that he passed recently, which was a tremendous loss. He outlined the contributions Mr. Lusk made to the City through the Observer Newspaper.

Massage Parlors - Mayor Ganz said Mr. Lusk made sure the massage parlors were operating as required and asked that BSO continue to do the same.

Sprinkler System Malfunction - Mayor Ganz asked that the sprinkler system along Natura be investigated.

4th of July Fireworks - Mayor Ganz said he has received outstanding feedback from the residents on the event. He thanked Chief Adam Hofstein, Broward Sheriff's Office, and Chief Mike Brown, Ocean Rescue for keeping the residents safe.

Boil Water Notification - Mayor Ganz thanked staff for getting the word out on the boil water notice. The water affected, supplied about 20% of the drinking water, but there were no issues with the City's water plant, but the Broward County well that supplies the water. He encouraged people to sign up via social media, so they are aware.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made Commissioner Preston, seconded by Vice Mayor Hudak to adjourn the meeting at 10:12 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

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
June 8, 2022**

A regular meeting of the Community Appearance Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:01 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll call showed:

Present: Harry Belton, Chair
 Jack Hugentugler
 Mark Damiano, Alternate

Also Present: Anthony Soroka, City Attorney
 Eric Power, Director of Planning and Development Services – Via Zoom
 Jenna Lane, Planner
 Tracy Britten, Administrative Support Specialist

Absent: Terrance Glunt, Vice Chair
 Tinka Ellington
 Patrick Morris
 Daryl Brown, Alternate

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Damiano made a motion, seconded by Mr. Hugentugler to approve the April 27, 2022 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEM

**#7024 Broward County Housing Authority
 385 North Dixie Highway
 Major Site Plan**

Jenna Lane, Planner, displayed images captured via Google maps.

The applicant provided plans for the proposed redevelopment of a vacant parcel for a six (6) story multi-family building composed of 75 rental apartments for seniors 55 years of age and older. It will be 100 percent affordable housing with rent set at below 80 percent of the median income for the area. The first and second floors will be used for parking while the third floor will have a courtyard, multi-purpose room and fitness room. Rooftop terraces will be available on the sixth floor.

A neutral color pallet and natural materials will be used to match the look of nearby Pioneer Grove.

The brick façade will be a muted orange or rust color. Spanish stopper shrubs will be planted along Dixie Highway, royal palms on the south side, and oak trees on the west side. Aside from the entrance and along the landscaping, limited lighting will be utilized so surrounding neighbors are not disturbed.

Mr. Hugentugler made a motion, seconded by Mr. Damiano to approve Item #7024 as submitted. The motion CARRIED by unanimous vote.

**#7025 CRD Federal LLC & CRD 201 Federal LLC
201, 221, 231, 299 North Federal Highway
& 226-228 NE 9th Avenue
Major Site Plan**

Jenna Lane, Planner, displayed images captured via Google maps.

The applicant provided the proposed site plans for a five (5) story rental apartment building consisting of 277 units with one (1) to two (2) bedrooms with the largest unit being 1,169 square feet. Additionally, there will be a separate five (5) story parking garage. Other amenities include a dog park and motor court. Coastal styled architecture will be utilized throughout the building and the awnings, shutters, and towers will create a cohesive pattern throughout. The anchor towers on the corners and in the middle of the building will have metal roofing while all other towers will have concrete.

Landscaping will consist of mostly small trees and sabal palms with a few Royal and Phoenix palms. The applicant advised planting larger trees along Federal Highway is difficult due to FPL easements, so staggered heights and fan palm species will need to be utilized. Oak trees and staggered cabbage palms will be planted in the back of the property. The green wall will consist of confederate jasmine growing from the top and the bottom of the wall, affixed to wire mesh.

Mr. Hugentugler made a motion, seconded by Mr. Damiano to approve Item #7025 with the stipulation of adding taller species of palm trees along Federal Highway to add variation and height. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

Anthony Soroka, City Attorney, advised that Items 7024 and 7025 were proposed to be rezoned to Planned Development Districts which gives the developer flexibility on dimensional requirements while adding substantial public benefits not typically required in other developments. Stipulations to the public benefit requirements include incorporating green elements such as energy efficiency and green walls. Mr. Soroka said the developer from Item #7025 has proposed to make significant improvements along Eller Street and undergrounding powerlines to meet the public benefit requirements.

Comments by Deerfield Beach Planning and Development Services Department

None.

ADJOURNMENT

Chair Belton adjourned the meeting at 7:59 p.m.

Harry Belton, Chair
Community Appearance Board



City Commission Meeting - August 16, 2022

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, August 16, 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 August 16, 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 August 16, 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 August 16, 2022.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/88651210723?pwd=WIBYUWpGV5ZzgxTmVRdz09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 886 5121 0723#, Participant ID: #, Passcode: 442172#

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 August 16, 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. 2022-1433

Agenda Date: 8/16/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2022-075: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 50 "PARKS AND RECREATION" OF THE CITY CODE OF ORDINANCES, BY CREATING SECTION 50-115 "SMOKING PROHIBITED" TO PROHIBIT SMOKING AT PUBLIC BEACHES AND PUBLIC PARKS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Commission to vote on Resolution

Background/History

Chapter 386, Part II of Florida Statutes, the Florida Clean Indoor Air Act, implements Article X, Section 20 of the Florida Constitution, which prohibits a person from smoking tobacco or using a vapor-generating electronic device in an enclosed indoor workplace, with certain exceptions.

Current Activity

On June 24, 2022, the Florida Governor signed into law House Bill 105 ("HB 105"), which amends the Florida Clean Indoor Air Act to allow counties and municipalities to restrict smoking within the boundaries of any public beach or park, except for unfiltered cigars. Prior to the enactment of HB 105, Florida Statutes completely preempted the local regulation of smoking and did not allow counties or municipalities to regulate smoking. HB 105 became effective on July 1, 2022.

Recommendation

Staff recommends consideration and discussion by the City Commission on adopting this ordinance, amending Chapter 50 "Parks and Recreation" of the City Code to prohibit smoking at public beaches and parks.

ORDINANCE NO. 2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 50 “PARKS AND RECREATION” OF THE CITY CODE OF ORDINANCES, BY CREATING SECTION 50-115 “SMOKING PROHIBITED” TO PROHIBIT SMOKING AT PUBLIC BEACHES AND PUBLIC PARKS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, Chapter 386, Part II of Florida Statutes, the Florida Clean Indoor Air Act, implements Article X, Section 20 of the Florida Constitution, which prohibits a person from smoking tobacco or using a vapor-generating electronic device in an enclosed indoor workplace, with certain exceptions; and

WHEREAS, on June 24, 2022, the Florida Governor signed into law House Bill 105 (“HB 105”), which amends the Florida Clean Indoor Air Act to allow counties and municipalities to restrict smoking within the boundaries of any public beach or park, except for unfiltered cigars; and

WHEREAS, prior to the enactment of HB 105, Florida Statutes completely preempted the regulation of smoking and did not allow counties or municipalities to regulate smoking; and

WHEREAS, HB 105 became effective on July 1, 2022; and

WHEREAS, the City desires to prohibit smoking at public beaches and parks; and

WHEREAS, staff recommends the City Commission adopt this ordinance, amending Chapter 50 “Parks and Recreation” of the City Code to prohibit smoking at public beaches and public parks within the City.

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

Section 1. The above “WHEREAS” clauses are true and correct and are made a part of this Ordinance.

Section 2. Chapter 50 “Parks and Recreation” of the City Code of Ordinances is hereby amended to read as follows¹:

Chapter 50 PARKS AND RECREATION

¹ Additions to existing City Code text are shown in underline. Deletions to existing text are shown in ~~striketrough~~. Changes between first and second reading are shaded.

ARTICLE V. RULES AND REGULATIONS

Sec. 50-115. Smoking Prohibited on Municipal Beach and In Public Parks.

Smoking within the boundaries of any municipal/public beach or public park within the City is prohibited to the fullest extent permitted under state law. Any person in violation of this Section shall be fined in an amount not exceeding \$100.

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 take effect 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

**CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, August 16, 2022** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some City staff participating through video conferencing via Zoom (virtual meeting), to consider the adoption of the following ordinances:

P.H. 2022-075: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 50 "PARKS AND RECREATION" OF THE CITY CODE OF ORDINANCES, BY CREATING SECTION 50-115 "SMOKING PROHIBITED" TO PROHIBIT SMOKING AT PUBLIC BEACHES AND PUBLIC PARKS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Copies of the Ordinances are available for public inspection in the City Clerk's Office, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441. All interested persons are urged to attend the Public Hearing(s) in person, virtually, send a representative or express their views by letter.

You may either be present in person at the Public Hearing(s) or attend online or by phone virtually utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing(s) and govern yourselves accordingly.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, August 5, 2022



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1431

Agenda Date: 8/16/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2022-073: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS" OF THE CITY LAND DEVELOPMENT CODE BY AMENDING SECTION 98-71 "LOT REGULATIONS" AND SECTION 98-87 "DOCKING AND MOORING FACILITIES" REGARDING THE MINIMUM ELEVATION AND LIGHTING REQUIREMENTS FOR DOCKS AND MAXIMUM WIDTH OF SEAWALL CAPS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Commission to vote on Ordinance

Background/History

The Planning & Development Services department is proposing changes to the Land Development Code as it relates to supplementary regulations.

Broward County will permit elevation differences for construction prior to 2035 instead of 2050. With this, City staff has re-reviewed the code amendment approved by the City Commission at the January 4, 2022 meeting (Ordinance No. 2022/003) and is recommending the City permit docks to be constructed prior to 2035 at an elevation of four (4) feet NAVD88 and not five (5) feet NAVD88. Along with this significant change to Section 98-87, City staff is also recommending minor changes to this section as well as minor changes to Section 98-71. Proposed changes to these sections are as follows:

98-71 - Lot Regulations

1. Updates to the retaining wall setbacks for consistency with chapter 98-87;
2. Allowing improvements to vacant lots for sea walls for erosion control;
3. Adding an additional requirement that temporary buildings are not permitted within a required setback

98-87 - Docking and mooring facilities

4. Definition of "upland stem wall" for understanding of terminology related to flood barriers;
5. Increase of 42 inches as maximum allowable seawall cap width and clarification on projection to ensure improvement standards of the City and County are achievable;
6. Adding bulb watt intensity for additional clarification.

On July 7, 2022, Planning and Zoning Board voted to recommend approval of the modifications to the City Commission.

Recommendation

Recommendation to the City Commission on the proposed code amendment.

ORDINANCE NO. 2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 “LAND DEVELOPMENT REGULATIONS” OF THE CITY LAND DEVELOPMENT CODE BY AMENDING SECTION 98-71 “LOT REGULATIONS” AND SECTION 98-87 “DOCKING AND MOORING FACILITIES” REGARDING THE MINIMUM ELEVATION AND LIGHTING REQUIREMENTS FOR DOCKS AND MAXIMUM WIDTH OF SEAWALL CAPS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, Section 98-71 of the City Land Development Code provides for the lot regulations; and

WHEREAS, Section 98-87 of the City Land Development Code provides for the regulation of docking and mooring facilities; and

WHEREAS, Broward County currently permits elevation differences for construction prior to 2035 instead of 2050; and

WHEREAS, in light of Broward County’s permitted elevation differences for construction, staff reviewed the code amendment approved by the City Commission at the January 4, 2022 meeting (Ordinance No. 2022/003); and

WHEREAS, staff recommends the City Commission adopt this ordinance, amending Land Development Code Section 98-87 to revise and update the relevant provisions to permit docks to be constructed prior to 2035 at an elevation of four (4) feet NAVD88 and not five (5) feet NAVD88 and to clarify the lighting standards for docks and maximum width of seawall caps, and to make clarifications to the lot regulations in Land Development Code Section 98-87; and

WHEREAS, staff recommends the City Commission adopt this ordinance, amending City Land Development Code Sections 98-71 “Lot Regulations”, and 98-87, “Docking and Mooring Facilities” as provided herein.

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

Section 1. The above “WHEREAS” clauses are true and correct and are made a part of this Ordinance.

Section 2. Chapter 98 “Land Development Regulations” of the City’s Land Development Code is hereby amended by amending Section 98-71, “Lot regulations” and Section 98-87, “Docking and mooring facilities” to read as follows:¹

¹ Additions to existing Code text are shown in underline. Deletions to existing Code text are shown in ~~strikethrough~~.

Chapter 98 Land Development Regulations

ARTICLE IV. SUPPLEMENTARY REGULATIONS

Sec. 98-71. - Lot regulations.

(c) *Yard encroachments.* Every part of every required yard shall be open and unobstructed from the ground to the sky except as hereinafter provided or as otherwise permitted below:

- (1) Sills or belt courses may project not over 12 inches into a required yard.
- (2) Roof overhangs, cornices, or eaves may project not over $\frac{1}{3}$ of the required yard provided ~~it~~ such structure does not exceed five feet; further provided that where the yard is less than five feet in width such projections shall not exceed $\frac{1}{2}$ the width of the yard.
- (3) Chimneys, fireplaces or pilasters may project not over two feet into a required yard.
- (4) Awnings may be placed over doors or windows in any required yard, but such awnings shall not project closer than one foot to any lot line.
- (5) Fire escapes, stairways and balconies which are unroofed and unenclosed may project not over five feet into a required rear yard, or not over three feet into a required side yard.
- (6) Retaining walls, and steps are permitted in waterfront yards provided that said structures may not extend in height above the finish grade elevation of the principal building lot, and ~~extend no closer than five feet from side lot lines~~ adhere to the standards set forth in Land Development Code Section 98-87.
- (7) Excessive use of lighting shall be considered a yard encroachment. Exteriors may be used to illuminate property for safety purposes and for temporary holiday events but may not be used to advertise, draw considerable attention to or cause adjacent properties to be unable to utilize said property in a manner that is consistent with the neighborhood.

(d) *Temporary buildings.* Temporary buildings used in conjunction with a specific project development, including those employed for models, sales, and construction work may be allowed in any zoning district, when approved by the building official in conjunction with an active building permit for which the temporary building is needed and being used. Such buildings shall be removed at the time of project completion. No other such temporary buildings may be considered. Temporary buildings may not be located in a required setback.

(e) *Use of premises without buildings.* No lot or parcel may be occupied for a permitted use without a principle structure and attendant improvements first being constructed. For the purpose of erosion and upland control, tidal flood barriers are exempt from this requirement.

Sec. 98-87. - Docking and mooring facilities.

(c) *Definitions.* For purposes of this section 98-87, the following terms shall have the definition and meanings as set forth in this subsection.

Upland stem wall. (See “retaining wall”)

(d) Standards and design criteria for docks, mooring facilities, and other water-dependent structures.

(1) *Docking facility general standards.*

c. No dock, mooring structure, or water-dependent accessory structure shall be permitted on a property that does not have a principal structure with a certificate of occupancy.

e. When no seawall exists, the dock shall have a minimum height of four feet as measured from the mean low water line to the top of the dock. When a seawall exists, the minimum elevation of any dock constructed prior to 2035 shall be four feet five feet NAVD88 provided they are designed and constructed to accommodate a minimum elevation of five feet NAVD88 by January 1, 2050. Notwithstanding the foregoing, docks may include appurtenances at elevations less than 4 feet NAVD88, such as lower levels containing steps or ramps, provided the majority of the dock affixed to the land at which it belongs adheres to the minimum elevation as required by this provision.

(2) *Docking and mooring standards.*

Table A: Dock and Boat Lift Setbacks

WATERFRONT TYPE	Minimum dock side setback; lot frontage less than 100 feet in width	Minimum dock side setback; lot frontage greater than 100 feet in width	Maximum dock projection into the water	Minimum boat lift side setback; lot frontage less than 100 feet in width	Minimum boat lift side setback; lot frontage greater than 100 feet in width	Maximum projection for docks/boat lifts/mooring structures
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Seawall-Tidally Influenced Properties						
Properties fronting water bodies less than 100 feet wide:	5 feet	5 feet	10% of the waterbody width	10 feet	25 feet	25% of canal width
Properties fronting water bodies greater than 100 feet wide:	5 feet	5 feet	10% of the waterbody width	10feet	25 feet	25% of canal width
Shorelines along intracoastal waterway:	5 feet	5 feet	20 feet or as permitted by the Army Corps of Engineers	10 feet	25 feet	25% of Intracoastal width or 30 feet whichever is more restrictive
Canal dead ends & properties with non-parallel waterfronts:	5 feet or 10% of the length of the waterfront lot line, whichever is less	5 feet	10% of the waterbody width	10 feet	25 feet	25% of canal width
Seawall-Nontidal Properties (Lots with no navigable access to a tidal waterway)						
Properties fronting water bodies with a width of less than 100 feet:5	feet	5 feet	10% of the waterbody width	10 feet	25 feet	25% of canal width
Properties fronting water bodies with a width of 101 feet to 199 feet:	5 feet	5 feet	10% of the waterbody width	10 feet	25 feet	25% or 25 feet whichever is more restrictive
Properties fronting water bodies greater than 200 feet:	5 feet	5 feet	10% of the waterbody width	10 feet	25 feet	25% or 50 feet whichever is more restrictive
Unaltered Waterfronts Mangrove Fringe						
Properties fronting water bodies less than 100 feet wide:	5 feet	5 feet	20% of the waterbody width	10 feet	25 feet	25% of canal width
Properties fronting water bodies greater than 100 feet wide:	5 feet	5 feet	20% of the waterbody width	10 feet	25 feet	25% of canal width
Canal dead ends & properties with non-parallel waterfronts:	5 feet or 10% of the length of the waterfront lot line, whichever is less	5 feet	10% of the waterbody width	10 feet	25 feet	25% of canal width

Maximum Dock Height: No greater than seawall - No greater than 5 feet above mean high water line when no seawall exists.

Minimum Dock Height: No less than ~~5-ft.~~ 4 feet (NAVD88) w/seawall - No less than 4 feet above mean low water when no seawall exists.

All side setbacks measured from bisecting lines.

(4) *Additional criteria; miscellaneous standards.*

- a. *Dock lighting.* Any light installed on or below a water structure shall not produce glare, shall not cause illumination in excess of 1.0 foot candles on any abutting residential property, and shall adhere to the outdoor lighting restrictions established in section 34-60 and the following design criteria:

2. Light source shall consist of yellow bug type bulbs not exceeding 25 watts (incandescent) or 4 watts (LED) or low-pressure sodium vapor lamps;

- b. *Tidal flood barriers and minimum elevations for coastal infrastructure within tidally influenced areas.*

13. The width of any seawall cap shall be no less than 18 inches and no greater than ~~30~~ 42 inches.

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 take effect 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

**CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, August 16, 2022** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some City staff participating through video conferencing via Zoom (virtual meeting), to consider the adoption of the following ordinances:

P.H. 2022-073: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS" OF THE CITY LAND DEVELOPMENT CODE BY AMENDING SECTION 98-71 "LOT REGULATIONS" AND SECTION 98-87 "DOCKING AND MOORING FACILITIES" REGARDING THE MINIMUM ELEVATION AND LIGHTING REQUIREMENTS FOR DOCKS AND MAXIMUM WIDTH OF SEAWALL CAPS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Copies of the Ordinances are available for public inspection in the City Clerk's Office, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441. All interested persons are urged to attend the Public Hearing(s) in person, virtually, send a representative or express their views by letter.

You may either be present in person at the Public Hearing(s) or attend online or by phone virtually utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing(s) and govern yourselves accordingly.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, August 5, 2022



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1435

Agenda Date: 8/16/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2022-072: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 70-134 "CHARGES FOR WATER METERS, WATER METER INSTALLATION, AND TAPS AND SERVICE LINES" OF CHAPTER 70 "UTILITIES" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR WATER METER RELATED DEPOSITS AND CHARGES TO BE ADOPTED BY RESOLUTION AND TO UPDATE THE DEPOSIT RETURN POLICY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City is upgrading its water meter infrastructure with the Advanced Meter Infrastructure ("AMI") Project. AMI is an integrated system of smart meters, communication networks, and data management which enables communication between utilities and customers. It provides for the ability to automatically measure water use, connect and disconnect services, detect tampering, and provides customers with real-time data on their water usage to better detect leaks and reduce overall costs. The existing City Code Sections 70-133 and 70-134 were last updated in 2003 and 1995, respectively. The costs in the current City Code associated with charges for water meters, water meter installation, taps, and service lines are significantly below the City's true cost for providing these materials and services. As such, staff recommends updating the charges to reflect the City's true costs for new water meter infrastructure being installed with the AMI project.

Deposits in Section 70-133 are updated to be consistent with Broward County metered customers, so all residents of the City are paying the same regardless of where they reside in the City. For metered customers with meter sizes greater than 2 inches, the customer deposit will equal the cost of the meter as set forth in the backup.

Charges for water meters, water meter installation, taps and service lines are established based on the personnel, equipment, and material required for each of these activities enumerated in the backup. All new services will require tap for service, in addition to the installation charge for a new meter and meter box. Only where a service line exists and an upgrade is not required, will the installation charge for a meter apply. Upgrades from 3/4 inch meters to 1 inch meters are the installation charge for the meter materials only. Upgrades greater than 1 inch require a new tap for service.

Current Activity

Staff recommends the deposits and charges for water meters, water meter installation, and taps and service lines be adopted by resolution of the City Commission. The enclosed Ordinance revises the City Code to provide that the deposits and charges for water meters shall be adopted by City Commission by resolution and to update the deposit return policy. A resolution establishing the new charges for deposits, water meters, water meter installation, taps and service lines will be presented to the City Commission at the same Commission Meeting as the second reading of this Ordinance.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach, Florida, amend sections 70-133 and 70-134 of Chapter 70 "Utilities" of the City Code of Ordinances to provide for the deposits and charges for water meters, water meter installation, taps and service lines be adopted by resolution and to update the deposit return policy.

ORDINANCE NO. 2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 70-134 “CHARGES FOR WATER METERS, WATER METER INSTALLATION, AND TAPS AND SERVICE LINES” OF CHAPTER 70 “UTILITIES” OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR WATER METER RELATED DEPOSITS AND CHARGES TO BE ADOPTED BY RESOLUTION AND TO UPDATE THE DEPOSIT RETURN POLICY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the City is upgrading its water meter infrastructure with the Advanced Meter Infrastructure (“AMI”) Project; and

WHEREAS, AMI is an integrated system of smart meters, communication networks, and data management which enables communication between utilities and customers; and

WHEREAS, the costs in the current City Code associated with charges for water meters, water meter installation, taps, and service lines are significantly below the City's true cost for providing these services; and

WHEREAS, the City desires to update the deposits and charges for water meters, water meter installation, taps and service lines to reflect the City’s actual costs, and to be consistent with the costs for the new water meter infrastructure being installed with the AMI project; and

WHEREAS, staff recommends amending Sections 70-133 and 70-134 of the City Code to provide for the deposits and charges for water meters, water meter installation, taps and service lines to be established by the City Commission by resolution and to update the deposit return policy; and

WHEREAS, staff recommends the City Commission adopt this ordinance, amending Section 70-133 “Deposits for water service” and Section 70-134 “Charges for water meters, water meter installation, and taps and service lines” of the City Code to provide for the deposits and charges for water meters, water meter installation, taps and service lines to be adopted by resolution approved by the City Commission.

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

Section 1. The above “WHEREAS” clauses are true and correct and are made a part of this Ordinance.

Section 2. Chapter 70 “Utilities” of the City Code of Ordinances is hereby amended to read as follows¹:

¹ Additions to existing City Code text are shown in underline. Deletions to existing text are shown in ~~strikethrough~~.

Chapter 70 UTILITIES

ARTICLE III. WATER SYSTEM

Division 2. Water Rates and Charges

Sec. 70-133. Deposits for water service.

- (a) For all connections and for all water, sewer, or related utility service connections, either residential or general service, the city shall collect a deposit from any person securing water service from the city, before such service is provided, in the amounts adopted by the City Commission by resolution, according to the following schedule:

~~For all connections and for all water service connections, either residential or general service, there shall be a deposit based on meter size as follows:-~~

Meter size-	Deposit-
1-inch or less-	\$ 100.00-
1½-inch-	150.00-
2-inch-	200.00-
3-inch-	350.00-
4-inch-	550.00-
6-inch-	1,050.00-
8-inch-	1,650.00-
10-inch-	2,350.00-

~~*For parties with solid waste container service, the deposit shall equal one month's solid waste charge or \$100.00, whichever is greater.~~

- (b) The deposits provided for in this section shall help ensure payment of all sums of money owed to the city by virtue of furnishing water service to the persons making such deposits. Upon payment of all such sums, the city shall, upon disconnection of water service, refund and return to the person making such deposit the net amount of such deposit; ~~or the net amount thereof~~ after deducting such sums as may be due to the city.
- (c) The city shall, on an annual basis, pay interest on all water, sewer and solid waste utility deposits that it holds. The interest paid on said deposits shall be equal to the average interest rate that is paid each year by the State of Florida Local Government Surplus Funds Trust Fund. The annual interest payment may be made by issuing a check or by crediting the

customer's utility account and clearly indicating the amount of interest earned on the appropriate monthly utility bill.

- (d) ~~The city shall return to the account holder any utility deposit that is placed on a water, sewer or solid waste account if said utility account has not been in a delinquent status, as indicated by administrative charges, more than three times during the previous year. The return of utility deposits in accordance with this section shall only apply to residential accounts and may be made by issuing a check or by crediting the customer's utility account and clearly indicating the return of deposit on the appropriate utility bill.~~

Sec. 70-134. Charges for water meters, water meter installation, and taps and service lines.

- (a) Concurrently with any application by an owner/consumer/developer for the city to supply and install a water meter having a size of two inches or less, such applicant shall pay a charge to the city ~~as follows:~~ in the amounts adopted by the City Commission by resolution.

Meter size	Charge
5/8 inch by 3/4 inch	\$370.00
1 inch	410.00
1 1/2 inch	490.00
2 inch	560.00

- (b) Any owner/consumer/developer who wishes to install or have installed a water meter having a size greater than two inches shall supply such a meter to the city, at no cost to the city. Such water meter must be satisfactory to the city. The city will install such meter and render a bill for actual costs of associated parts and material, labor, and equipment usage and the owner/consumer/developer shall pay such bill within ten days.
- (c) Concurrently with any application by an owner/consumer/developer for the city to provide a water tap and service line, such applicant shall pay a charge to the city ~~as follows:~~ in the amounts adopted by the City Commission by resolution.

Service line — size	Charge
1 inch	\$370.00
2 inch	540.00

- (d) Concurrently with any application by an owner/consumer/developer for the city to replace an existing meter by supplying and installing a meter having a larger or smaller size, such applicant shall pay a charge to the city ~~as follows:~~ in the amounts adopted by the City Commission by resolution.

Replacement — meter size	Charge
5/8 inch by 3/4 inch	\$370.00

1-inch	-410.00-
1½-inch	-490.00-
2-inch	-560.00-

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 take effect 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



WATER METER INSTALLATION

RESIDENTIAL AND COMMERCIAL CHARGES

METER SIZE (in inches)	INSTALLATION CHARGE	TAP FOR SERVICE LINE	DEPOSIT	AMOUNT	INITIAL
3/4	\$ 1,200.00	\$ 880.00	\$ 185.00	\$ 2,265.00	
1	\$ 1,250.00	\$ 880.00	\$ 185.00	\$ 2,315.00	
1 1/2	\$ 1,700.00	\$ 1,140.00	\$ 400.00	\$ 3,240.00	
2	\$ 1,900.00	\$ 1,140.00	\$ 900.00	\$ 3,940.00	

METER SIZE (in inches)	INSTALLATION CHARGE	TAP FOR SERVICE LINE (if not needed)	DEPOSIT	AMOUNT	
3/4	\$ 1,200.00	\$ -	\$ 185.00	\$ 1,385.00	
1	\$ 1,250.00	\$ -	\$ 185.00	\$ 1,435.00	
1 1/2	\$ 1,700.00	\$ -	\$ 400.00	\$ 2,100.00	
2	\$ 1,900.00	\$ -	\$ 900.00	\$ 2,800.00	

METER SIZE (in inches)	INSTALLATION CHARGE (if meter already exist)	TAP FOR SERVICE LINE (if not needed)	DEPOSIT	AMOUNT	
1 inch or less	\$ -	\$ -	\$ 185.00	\$ 185.00	
1 1/2	\$ -	\$ -	\$ 400.00	\$ 400.00	
2	\$ -	\$ -	\$ 900.00	\$ 900.00	
3	\$ -	\$ -	\$ 1,030.00	\$ 1,030.00	
4	\$ -	\$ -	\$ 1,930.00	\$ 1,930.00	
6	\$ -	\$ -	\$ 3,355.00	\$ 3,355.00	
8	\$ -	\$ -	\$ 5,630.00	\$ 5,630.00	

Upgrades from 3/4" to 1" meter is the installation charge for the meter only. Upgrades greater than 1" require a new tap for service

Meters 3" and larger need to be ordered from:

Core and Main (Make of meter - Sensus OMNI)

Installation charges for meters 3" and larger are billed to customer after installation.

Meters 3" and larger are installed by city forces or utility contractors.

Contact: Customer Service 954 480 4279 option 2
Utilities Maintenance 954-480-4400

IN ACCORDANCE WITH THE CITY RESOLUTION xxxx, I UNDERSTAND THAT I AM FULLY RESPONSIBLE FOR ALL CHARGES OUTLINED ABOVE BASED ON WORK PERFORMED BY THE CITY. I AGREE TO PAY FOR SERVICES PROMPTLY AT THE RATES ESTABLISHED BY THE CITY OF DEERFIELD BEACH.

Service Address: _____

SIGNATURE OF APPLICANT: _____ DATE: _____

**CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, August 16, 2022** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some City staff participating through video conferencing via Zoom (virtual meeting), to consider the adoption of the following ordinances:

P.H. 2022-072: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 70-133 "DEPOSITS FOR WATER SERVICES" AND SECTION 70-134 "CHARGES FOR WATER METERS, WATER METER INSTALLATION, AND TAPS AND SERVICE LINES" OF CHAPTER 70 "UTILITIES" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR WATER METER RELATED DEPOSITS AND CHARGES TO BE ADOPTED BY RESOLUTION AND TO UPDATE THE DEPOSIT RETURN POLICY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Copies of the Ordinances are available for public inspection in the City Clerk's Office, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441. All interested persons are urged to attend the Public Hearing(s) in person, virtually, send a representative or express their views by letter.

You may either be present in person at the Public Hearing(s) or attend online or by phone virtually utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing(s) and govern yourselves accordingly.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, August 5, 2022



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1434

Agenda Date: 8/16/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the water service connection deposit amounts and charges for water meters, water meter installation, taps and service lines; providing for implementation and an effective date. (Departmental Business)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The second reading of the related amended Ordinance revises the City Code to provide that the deposits and charges for water meters shall be adopted by City Commission by resolution and to update the deposit return policy. The previous City Code Sections 70-133 and 70-134 and the deposit amounts and charges therein were last updated in 2003 and 1995, respectively. Deposits in Section 70-133 are updated to be consistent with Broward County metered customers, so all residents of the City are paying the same regardless of where they reside in the City. For metered customers with meter sizes greater than 2 inches, the customer deposit will equal the cost of the meter as set forth in the backup. The proposed resolution amends the charge structure to be consistent with the City's true costs for new water meter infrastructure being installed with the Advanced Meter Infrastructure ("AMI") project to include charges for water meters, water meter installation, taps, and service lines.

Charges for water meters, water meter installation, taps and service lines are established based on the personnel, equipment, and material required for each of these activities enumerated in the backup. All new services will require tap for service, in addition to the installation charge for a new meter and meter box. Only where a service line exists and an upgrade is not required, will the installation charge for a meter apply. Upgrades from 3/4 inch meters to 1 inch meters are the installation charge for the meter materials only. Upgrades greater than 1 inch require a new tap for service.

Current Activity

The second reading of the amended Ordinance revises the City Code to provide that the deposits and charges for water meters shall be adopted by City Commission by resolution and to update the deposit return policy. This resolution establishing the new water connection deposit amounts and charges for water meters, water meter installation, taps and service lines is being presented to the City Commission at the same Commission Meeting as the second reading of the related amended Ordinance.

Recommendation

Staff recommends adoption of the resolution approving the new water connection deposit amounts and charges for water meters, water meter installation, taps and service lines.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE WATER SERVICE CONNECTION DEPOSIT AMOUNTS AND CHARGES FOR WATER METERS, WATER METER INSTALLATION, TAPS AND SERVICE LINES; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on August 16, 2022, the City Commission approved an amendment to Section 70-134 “Charges for Water Meters, Water Meter Installation, and Taps and Service Lines” of Chapter 70 “Utilities” of the City Code of Ordinances to provide water meter related deposits and charges to be adopted by resolution and to update the deposit return policy; and

WHEREAS, charges for water meters, water meter installation, taps and service lines are established based on the personnel, equipment, and material required for each of these activities; and

WHEREAS, the previous City Code Sections 70-133 and 70-134 relating to the City’s water meter charges and deposits have not been updated since 2003 and 1995, respectively; and

WHEREAS, the City desires to amend the water service connection deposit amounts and charges for water meters, water meter installation, taps and service lines to reflect the City’s true cost to provide these services; and

WHEREAS, staff recommends that the City Commission approve the water connection deposit amounts and charges for water meters, water meter installation, taps and service lines, as set forth in the attached 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 approves the water connection deposit amounts and charges for water meters, water meter installation, taps and service lines, as set forth in the attached Exhibit “A”.

Section 3. The appropriate City officials are authorized 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

EXHIBIT "A"

WATER CONNECTION DEPOSIT AMOUNTS AND CHARGES FOR WATER METERS, WATER METER INSTALLATION, TAPS AND SERVICE LINES

Deposits for water service

For all water service connections there shall be a deposit based on meter size:

Meter size	Previous Deposit	Deposit
1-inch or less	\$ 100.00	\$185.00
1½-inch	150.00	\$400.00
2-inch	200.00	\$900.00
3-inch	350.00	\$1,030.00
4-inch	550.00	\$1,930.00
6-inch	1,050.00	\$3,355.00
8-inch	1,650.00	\$5,630.00
10-inch	2,350.00	N/A

Charges for water meters, water meter installation and taps and service lines

City to supply and install a water meter of two inches or less:

Meter size	Previous Charge	Charge
⅝-inch by ¾-inch	\$370.00	\$1,200.00
1-inch	410.00	\$1,250.00
1½-inch	490.00	\$1,700.00
2-inch	560.00	\$1,900.00

City to provide a water tap and service line:

Service line size	Previous Charge	Charge
1-inch	\$370.00	\$880.00
2-inch	540.00	\$1,140.00

City to replace an existing meter by supplying and installing a meter having a larger or smaller size:

Replacement meter size	Previous Charge	Charge
⅝-inch by ¾-inch	\$370.00	\$1,200.00
1-inch	410.00	\$1,250.00
1½-inch	490.00	\$1,700.00 (+ \$1,140 tap*)
2-inch	560.00	\$1,900.00 (+ \$1,140 tap*)

Upgrades from ¾" to 1" meter is the installation charge for the meter only. *Upgrades greater than 1" require a new tap for service.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1432

Agenda Date: 8/16/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2022-074: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS", ARTICLE IV "SUPPLEMENTARY REGULATIONS", BY AMENDING SECTION 98-104 "SEPARATION REQUIREMENTS FOR ALCOHOLIC BEVERAGE ESTABLISHMENTS" OF THE CITY'S LAND DEVELOPMENT CODE TO PERMIT PACKAGE STORES AND BUSINESSES THAT ARE NOT CONSIDERED ALCOHOLIC BEVERAGE ESTABLISHMENTS WHO WISH TO SELL ALCOHOLIC BEVERAGES ON-SITE TO SUBMIT APPLICATIONS TO THE SPECIAL MASTER FOR A VARIANCE, SUBJECT TO CONDITIONS, FROM THE DISTANCE SEPARATION REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Planning & Development Services department is proposing changes to the Land Development Code as it relates to alcoholic beverage establishments. Current Land Development Regulations related to alcoholic beverage establishments are restrictive and do not account for newer trends in retail/grocery and entertainment. City staff has reviewed Land Development Code Section 98-104, "separation requirements for alcoholic beverage establishments", and is recommending revisions that address these issues, which are as follows:

- **Package Stores:** City staff recognizes two new retail requests, which are grocery and retail stores seeking to sell alcohol and national retail package stores who are predominately seen as primary and secondary anchors to retail shopping plazas due to their size. In order to accommodate these requests and to ensure that these proposed new uses meet the requirements of this code section, City staff is recommending consideration of these uses as variance requests that would require approval from the Special Master pursuant to Section 98-116 of the Land Development Code.
- **Indoor recreation/personal service:** It is more and more popular for indoor recreation uses and personal services to offer alcoholic beverages as part of their appeal. The current definition of alcoholic beverage establishments would prohibit such uses from offering alcoholic beverages. City staff is recommending consideration of these uses as variance requests that would require approval from the Special Master pursuant to Section 98-116 of the Land Development Code.

Staff recommends amending Section 98-104, "Separation Requirements for Alcoholic Beverage Establishments" of the City's Land Development Code to permit package stores and businesses that are not considered alcoholic beverage establishments who wish to sell alcoholic beverages on-site to submit applications to the Special Master for a variance, subject to conditions, from the distance separation requirements. On July 7, 2022, the Planning and Zoning Board voted to recommend approval to the City Commission.

Recommendation

Staff recommends that the City Commission approve the proposed Land Development Code amendments.

ORDINANCE NO. 2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 “LAND DEVELOPMENT REGULATIONS”, ARTICLE IV “SUPPLEMENTARY REGULATIONS”, BY AMENDING SECTION 98-104 “SEPARATION REQUIREMENTS FOR ALCOHOLIC BEVERAGE ESTABLISHMENTS” OF THE CITY’S LAND DEVELOPMENT CODE TO PERMIT PACKAGE STORES AND BUSINESSES THAT ARE NOT CONSIDERED ALCOHOLIC BEVERAGE ESTABLISHMENTS WHO WISH TO SELL ALCOHOLIC BEVERAGES ON-SITE TO SUBMIT APPLICATIONS TO THE SPECIAL MASTER FOR A VARIANCE, SUBJECT TO CONDITIONS, FROM THE DISTANCE SEPARATION REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the City is granted the authority under Section 2(b), Article VIII of the Florida Constitution to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, pursuant to Section 98-104, “Separation Requirements for Alcoholic Beverage Establishments” of the City’s Land Development Code, no alcoholic beverage establishments shall be located within 1,000 feet from any other alcoholic beverage establishment; and

WHEREAS, staff recommends amending Section 98-104, “Separation Requirements for Alcoholic Beverage Establishments” of the City’s Land Development Code to permit package stores and businesses that are not considered alcoholic beverage establishments who wish to sell alcoholic beverages on-site to submit applications to the Special Master for a variance, subject to conditions, from the distance separation requirements; and

WHEREAS, the City Commission hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Deerfield Beach.

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

Section 1. The above “WHEREAS” clauses are true and correct and are made a part of this Ordinance.

Section 2. Section 98-104, “Separation Requirements for Alcoholic Beverage Establishments” of Article IV “Supplementary Regulations” of Chapter 98 “Land Development Regulations” of the City’s Land Development Code is hereby amended to read as follows¹:

¹ Additions to existing Code text are shown in underline. Deletions to existing text are shown in ~~striketrough~~.

CHAPTER 98 LAND DEVELOPMENT REGULATIONS

ARTICLE IV. SUPPLEMENTARY REGULATIONS

Sec. 98-104. - Separation requirements for alcoholic beverage establishments.

- (1) No alcoholic beverage establishments shall be located within 1,000 feet from any other alcoholic beverage establishment.
 - (a) The distance between alcoholic beverage establishments shall be measured and computed by following a straight line from the nearest point of the existing building or structure, or part thereof, in which an alcoholic beverage establishment is located to the nearest point of the building or structure in which an alcoholic beverage establishment is proposed to be located.
 - (b) Distance separation requirements shall not apply if one (a) or both of the two (b) establishments is:
 1. An alcoholic beverage establishment within a hotel, motel, resort or convention center; or
 2. An alcoholic beverage establishment operated as part of a permitted outdoor event.
- (2) No alcoholic beverage establishment shall be located within 1,000 feet from any school, house of worship or child care center.
 - (a) For the purpose of determining the distance between alcoholic beverage establishments and houses of worship, schools, child care centers and other alcoholic beverage establishments, the applicant for such use shall furnish a certified survey from a land surveyor registered in the State of Florida, indicating the distance between the proposed establishment and any house of worship, school, child care center and any existing alcoholic beverage establishment.
 - (b) The survey shall indicate the shortest distance as measured and computed in the manner set forth herein.
 - (c) In case there are no houses of worship, schools, child care centers or existing alcoholic beverage establishments within the distances set forth herein, the survey shall so certify.
- (3) If the proposed establishment is to be located within a single building or structure containing multiple tenants, which includes an existing alcoholic beverage establishment, school, house of worship or child care center, the required distances shall be measured and computed by utilizing the main entrances of the proposed establishment and the existing alcoholic beverage establishment, school, house of worship or child care center therein.
- (4) Where an alcoholic beverage establishment is located in conformity with the provisions of this section, the subsequent locating of a house of worship, school or child care center within one 1,000 feet of the existing alcoholic beverage establishment shall not be construed to cause such establishment to be in violation of this article or to be considered a non-conforming use.
- (5) A Package Store may apply for a variance to the distance requirements of this Section to the Special Master in accordance with Section 98-116, provided that the following conditions are met:
 - (a) The package store is solely owned and operated by a retail or grocery store that shares a common wall with the Alcoholic Beverage Establishment, and the retail or grocery store

- has a floor plan that is greater than 5,000 square feet; and
- (b) The package store has a floor plan greater than 3,000 square feet and does not permit the sale of alcohol for consumption on site.
- (6) A business that has received a Certificate of Occupancy for a use that would not be considered an Alcoholic Beverage Establishment that desires to sell alcohol on site as part of its business plan, may apply for a variance to the distance requirements of this Section to the Special Master in accordance with Section 98-116, provided that the following conditions are met:
- (a) The sale of alcohol is for on-site consumption only and accessory to the primary use of the business; and
- (b) The sale of alcohol will not occur outside of the hours of operation for the primary use of the business; and
- (c) The business does not permit customers to bring their own alcohol for consumption on the premises (ex. a bottle club).

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 Land Development 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 take effect 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

**CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, August 16, 2022** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some City staff participating through video conferencing via Zoom (virtual meeting), to consider the adoption of the following ordinances:

P.H. 2022-074: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS", ARTICLE IV "SUPPLEMENTARY REGULATIONS", BY AMENDING SECTION 98-104 "SEPARATION REQUIREMENTS FOR ALCOHOLIC BEVERAGE ESTABLISHMENTS" OF THE CITY'S LAND DEVELOPMENT CODE TO PERMIT PACKAGE STORES AND BUSINESSES THAT ARE NOT CONSIDERED ALCOHOLIC BEVERAGE ESTABLISHMENTS WHO WISH TO SELL ALCOHOLIC BEVERAGES ON-SITE TO SUBMIT APPLICATIONS TO THE SPECIAL MASTER FOR A VARIANCE, SUBJECT TO CONDITIONS, FROM THE DISTANCE SEPARATION REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, August 5, 2022



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1278

Agenda Date: 8/16/2022

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 Contract JP022-06-2023 with the Areawide Council on Aging of Broward County, Inc., for the Center of Active Aging Emergency Home Energy Assistance Program; authorizing execution of the Contract in an amount not to exceed \$26,081.37; 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 of Deerfield Beach Center for Active Aging/Northeast Focal Point Senior Center and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging have been working together in collaboration for over 41 years to provide supportive services for the senior population in the City.

Current Activity

This agreement provides funding in the amount not to exceed \$26,081.37 for the EHEAP program. The City will assist eligible elders aged sixty (60) or older experiencing a heating or cooling emergency with a payment of their electric bill to Florida Power and Light.

Recommendation

It is recommended that the City Commission approve agreement # JP022-06-2023 with the Areawide Council on Aging of Broward County, Inc., in the amount not to exceed \$26,081.37 for the EHEAP program.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CONTRACT JP022-06-2023 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., FOR THE CENTER OF ACTIVE AGING EMERGENCY HOME ENERGY ASSISTANCE PROGRAM; AUTHORIZING EXECUTION OF THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$26,081.37; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on December 3, 2019, the City Commission approved Master Contract #JM020-06-2022 (the “Master Contract”) with the Areawide Council on Aging of Broward County, Inc. (the “Council”) for service delivery for the Center for Active Aging; and

WHEREAS, the contract term for the Master Contract with the Council is from January 1, 2020 through December 31, 2022; and

WHEREAS, the Council desires to contract with the City to provide funds for the Center for Active Aging’s Emergency Home Energy Assistance Program (the “EHEAP”); and

WHEREAS, the EHEAP provides funds for emergency home energy assistance to income eligible seniors that are 60 years old and older who have received final notice or disconnection notices from Florida Power & Light; and

WHEREAS, financial assistance may be provided up to twice a year, up to \$1,000; and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve and authorize execution of Contract #JP022-06-2023 with the Council, attached as Exhibit “A,” for EHEAP funding in an amount not to exceed \$26,081.37 (the “Contract”).

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 Contract with the Council, attached as Exhibit “A,” for EHEAP funding in an amount not to exceed \$26,081.37.

Section 3. The City Manager is authorized to execute the Contract with the Council, attached as Exhibit “A,” together with such additional terms and conditions 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 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

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **City of Deerfield Beach, Florida/Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the “Contractor”, and collectively referred to as the “Parties.” This Contract is subject to all provisions contained in the Master Contract executed between the Council and the Contractor and its successor, as revised or renewed from time to time, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and **WHEREAS**, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor for the Council.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract

The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract including all attachments, forms, exhibits and references incorporated, which constitute the contract document.

2. Incorporation of Documents within the Contract

This Contract will incorporate attachments, proposal(s), service provider application(s), grant contracts, relevant State of Florida, Department of Elder Affairs’ handbooks, manuals or desk books and Master Contract, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents reference above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. Term of Contract

This Contract when executed will have an effective date of April 1, 2022. It will end at midnight, Eastern Standard time on September 30, 2022.

4. Contract Amount

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$26,081.37** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Renewals

By mutual agreement of the Parties, in accordance with s. 287.058(1)(g), F.S., the Council may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply to the Council’s request for Service Provider Application. No other costs for the renewal may be charge. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by the Council and the availability of funds.

6. Provision of Services:

The Contractor shall provide services in the manner described in ATTACHMENT I.

7. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441 954-480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road Sunrise, FL 33351
e.	The name, address, and telephone number of the Council's Program Specialist for this Contract is:	Olga Fortune Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, address, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.		

8. All Terms and Conditions Included:

This Contract and its Attachments, I - XX and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS THEREOF, the Parties hereto have caused this 64-page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

**City of Deerfield Beach, Florida / Northeast
Focal Point Senior Center dba Department
of Active Aging**

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

**Areawide Council on Aging of
Broward County, Inc.**

SIGNATURE

NAME:

TITLE:

DATE:

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30
DUNS: 086-382-090

SIGNATURE

JOHN G. PRIMEAU
NAME:

PRESIDENT
TITLE:

DATE:

ATTACHMENT I

STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. DEFINITION OF TERMS

1. **Eighteen (18) hour rule** – The timeframe within which all applications for life-threatening crisis assistance shall be acted upon, with an eligible action to mediate the crisis being taken and documented in the client file within eighteen (18) hours of the application date stamp.
2. **Forty-eight (48) hour rule** – The timeframe within which all applications for standard crisis assistance shall be acted upon, with an eligible action to mediate the crisis being taken and documented in the client file within forty-eight (48) hours of the application date stamp.
3. **Caseworker** – Person who is responsible for determining program eligibility by completing the Emergency Home Energy Assistance for the Elderly Program (EHEAP) Eligibility Worksheet (Attachment XVI) and for awarding crisis benefits.
4. **Caseworker Signature Date** – The date that the client's completed application is processed, eligibility determined, and the crisis resolved. This date shall not be changed. Signatures must be in ink. Rubber-stamped signatures will not be accepted.
5. **Categorically Eligible** – Applicants will be considered eligible to receive EHEAP services, regardless if their household income is exceeding 150% of the Federal Poverty Guideline, if any member of their household is receiving Temporary Assistance for Needy Families (TANF), Supplemental Social Security (SSI), or Supplemental Nutrition Assistance Program (SNAP) benefits.
6. **Client Application Date** – The date the application is completed (whether by self or with assistance) and signed by the elder. This date shall not be changed. If an elder cannot write their signature on the application, or any other required document, the elder shall sign with an "X" in the presence of two witnesses, who shall also sign the application. Signatures must be in ink. Rubber-stamped signatures will not be accepted.
7. **Crisis** – A home cooling or heating crisis exists when an elder has no access to, or is in danger of losing access to, needed home energy.
8. **Crisis Assistance** – Assistance provided to an elder who has no access to, or is in danger of losing access to, needed home energy.
9. **Date of Resolution** – The date that a documented commitment to pay was made to the utility vendor to resolve the energy crisis. This date is used as the EHEAP Client Enrollment date in the Department of Elder Affairs' Client Information and Registration Tracking System (CIRTS). This date shall not be changed.
 - a. The amount of time elapsed between the Date Stamp and the Date of Resolution shall determine if the 18 or 48-hour rule was met.
 - b. Vendors must be paid within forty-five (45) days of the date of resolution.
10. **Date Stamp** – The date the application and all required documentation is presented in acceptable form to intake staff. An inked stamp must be used, and the date shall not be changed. The 18 or 48-hour rule for crisis resolution begins when the application is date stamped.
11. **Disability** – A disabling condition that causes an elder to be determined eligible to receive Supplement Security Income (SSI) or Social Security Disability Income (SSDI) from the Social Security Administration.

12. **Elder** – An individual aged sixty (60) years or older.
13. **Eligible Action** – An action taken by the caseworker to mediate an elder’s energy crisis. Eligible actions include:
 - a. Approval of an elder’s application;
 - b. Denial of an elder’s application pending further information;
 - c. Denial of an elder’s application because the elder is deemed ineligible;
 - d. Contact with a utility vendor to halt utility disconnection or interruption in services; or
 - e. Written referral to, and providing the elder with assistance to contact, another agency if EHEAP funding is not available or the elder is ineligible.
14. **Energy Subsidy** – Utility costs paid directly or indirectly to the elder who lives in government–subsidized housing.
15. **Household** – Any individual or group of individuals who are living together as one economic unit for whom residential energy is customarily purchased in common or who make undesignated payments for energy in the form of rent.
16. **Household Member** – Persons in a household who share a common kitchen or bath and purchase residential energy in common.
17. **Intake Worker** – Person who accepts the EHEAP application and required documentation and may have the responsibility to determine eligibility or award crisis benefits.
18. **Minimum Level of Service** – Service to a minimum of one household per month.
19. **Crisis Assistance Benefit** – Payment of heating/cooling energy bill; the purchase of a heating/cooling device; and/or the repair of a heating/cooling device.
20. **Priority for Assistance** – Households with the highest home energy needs and lowest household income, which will be determined by taking into account both the energy burden and the unique situation of such households with members of vulnerable populations, including very young children, individuals with disabilities, and frail elder individuals.
21. **Provider** – The entity that has entered into a contract, subcontract, or Memorandum of Understanding (MOU) to provide services under EHEAP. For the purposes of this Contract, the terms “Provider” and “Contractor” may be used interchangeably.
22. **Reasonable Promptness** - Within fifteen (15) working days of receiving the client’s completed application.
23. **Request for Payment** – Submission of actual monthly expenditures for reimbursement.
24. **Service Unit** – One individual (elder) served.
25. **Social Security Number** – The number on an elder’s Social Security card or the number provided by an award or determination letter from an entity, such as a government agency, that has already verified the social security number.
26. **Supervisory/Peer Review Date** – The date that a supervisor or peer reviewed the application and documentation and signed the application indicating vendor payment can be made. The intent of the supervisor/peer review is to avoid errors in eligibility determination and payment amounts and to alleviate the possibility of fraud. This date shall not be changed. Signatures must be in ink. Rubber-stamped signatures will not be accepted.
27. **Verification Date** – The date the caseworker verified previous Low-Income Home Energy Assistance Program (LIHEAP) crisis benefits with the LIHEAP provider or verified the

minimum amount necessary to resolve the crisis with the utility company. This date shall not be changed.

B. GENERAL DESCRIPTION

1. General Statement

The Emergency Home Energy Assistance for the Elderly Program (EHEAP) serves the mission of the Department of Elder Affairs by providing home energy assistance aid to elders in the event of a home energy heating or cooling emergency. EHEAP is designed to assist low-income households with at least one member aged sixty (60) or older experiencing a heating or cooling emergency.

2. Authority

The relevant federal and state authorities governing EHEAP are:

- a. Low Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35), as amended;
- b. 42 United States Code (U.S.C.) § 8621 et seq.;
- c. 45 Code of Federal Regulations (CFR) Part 96, Subpart H (§§ 96.80-96.89);
- d. Section 409.508, Florida Statutes (F.S.) and Rule 73C-26.021(3), Florida Administrative Code (F.A.C.);
- e. Rule Chapter 73C-26, F.A.C.;
- f. State of Florida LIHEAP Policies and Procedures Manual; and
- g. LIHEAP State Plan.

3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of EHEAP. Eligible elders may receive one crisis assistance benefit per heating or cooling season, not to exceed \$1,000.00 each. If eligible, elders may receive one summer crisis assistance benefit during the period from April 1 to September 30, and one winter crisis assistance benefit during the period of October 1 to March 31, each year. An elder's eligibility for crisis benefits is not related to EHEAP contract periods.

- a. The services provided under this Contract shall be in a manner consistent with and described in Attachment I, Section II. Manner of Service Provision. The Contractor shall ensure the following service tasks are completed:
 - (1) Consumer Outreach;
 - (2) Elder's Benefit Eligibility Determination; and
 - (3) Benefit Disbursement.

4. Major Program Goals

EHEAP is designed to provide crisis assistance to eligible low-income households with at least one individual aged sixty (60) or older experiencing a heating or cooling emergency.

a. Standard Crisis

A standard home cooling or heating crisis exists when an elder has no access to, or is in danger of losing access to, needed home energy because one or more of the following conditions is present:

- (1) The elder has been notified that the energy source for cooling or heating is going to be disconnected;
- (2) The elder has received a notice indicating the energy source is delinquent or past due; and/or
- (3) The elder has an energy bill for which the due date has lapsed;

b. Life-Threatening Crisis

A life-threatening home cooling or heating crisis exists if one of the following conditions is present:

- (1) The elder's home cooling or heating energy source has been disconnected;
- (2) The elder is unable to get delivery of fuel for heating, is out of fuel for heating, or is in danger of being out of fuel for heating; or
- (3) The elder has other problems with lack of cooling or heating in the home, such as needing to pay a deposit, needing a repair of heating or cooling equipment, or needing an interim emergency measure to avoid further crisis.

c. Crisis Assistance

Allowable categories for crisis assistance are:

- (1) Utility payments for heating/cooling bill assistance for electric, gas, propane, wood, coal, or refillable fuels;
- (2) Temporary emergency shelter (if needed due to energy-related crisis);
- (3) Payment to landlords (when utility costs are included in rent);
- (4) Repairs or replacements to heating/cooling units (as long as the amount is within the benefit limits and the work is done by a licensed contractor);
- (5) Deposits to connect or restore energy;
- (6) Late fees, disconnect fees, and reconnect fees;
- (7) Charges from a previous account held by the applicant that is now closed;
- (8) Blankets and fans;
- (9) Taxes and fees associated with the client's utility bill towards the energy portion. In some cases, where the utility vendor combines all the other fees and taxes, which also includes non-home energy services, such taxes and fees can be paid with EHEAP funding.

Example: In a case where taxes for other services are commingled with taxes for home energy services, proceed with paying the taxes portion of the bill.

- (10) Other allowable payments are those related to the start-up of services, including reasonable connection or reconnection fees, delivery fees, deposits, and other fees related to the start-up of service.

C. CLIENTS TO BE SERVED

1. General Description

EHEAP provides for direct client services to elders in low-income households experiencing

a home energy heating or cooling emergency. A household receiving EHEAP services may not have an income above one hundred fifty percent (150%) of the poverty level, as published by the United States Department of Health and Human Services, unless the household is determined categorically eligible.

2. Client Eligibility

To be eligible for services under this Contract, and to receive assistance, an elder must:

- a. Be aged sixty (60) or older;
- b. Reside in the EHEAP service area (Broward County) at the time the home energy costs were incurred;
- c. Complete and return an EHEAP application with all required information and verification to the Contractor, while funds remain available;
- d. Provide a fuel bill or other documentation evidencing an energy emergency and an obligation to pay for home energy costs for the home in which they live;
- e. Possess a total gross household income of not more than one hundred fifty percent (150%) of the Office of Management and Budget (OMB) federal poverty level for the size of the household, in accordance with Section I.C.3.d. below, or be determined categorically eligible to receive EHEAP benefits;
- f. Be experiencing one or more verifiable home cooling or heating crises;
- g. Not be a resident of a group living facility or a home where the cost of residency is at least partially paid (or subsidized) through a foster care or residential program administered by the state;
- h. Not be a student living in a dormitory; and
- i. Legally reside in the State of Florida.

3. Client Determination

The Contractor shall begin taking applications for EHEAP services upon execution of this Contract and continue taking applications until the contract expires or funds are exhausted. The Contractor shall not accept applications when funds are exhausted for a particular time period. The Contractor shall:

- a. Provide assistance to elders in completing DOE-provided applications for assistance and determining eligibility;
- b. Ensure that no one is excluded from program participation on the grounds of race, color, national origin, sex, or age, and ensure that such persons shall not be subjected to discrimination under any activity funded in whole or in part with these funds;
- c. Treat homeowners and those who rent equitably under this Contract;
- d. Calculate the income eligibility of the elder by using the past thirty (30) days earnings for all occupants of the household annualized or the elder's current economic situation and reference the current year Sources of Income (Attachment XV) to determine what is considered allowable income. The Contractor shall proceed as follows:
 - (1) Total household income cannot exceed one hundred fifty percent (150%) of the current Federal Poverty Income Guidelines (Attachment XIII), unless the household is determined categorically eligible; and
 - (2) Obtain a written self-declaration from any household members aged eighteen (18)

years or older claiming zero income. The self-declarations must be completed and signed by the household member who is claiming zero income.

- e. Determine if all or part of the elder's utility costs are paid directly (utility reimbursement) or indirectly (utility allowance) by the government if the elder lives in government-subsidized housing. The Contractor shall proceed as follows:
 - (1) If total home heating or cooling costs are included in the rent and the elder has no obligation to pay any portion of the costs, then the elder is not eligible for assistance; and
 - (2) If there is a Florida Section 8 (Housing Choice Voucher Program) or a Public Housing Authority (PHA) Program energy subsidy available to the elder during the period covered by the utility bill, then the elder is only eligible for partial assistance. The energy subsidy for the period covered by the utility bill must be subtracted from the allowable EHEAP benefit calculated for the household.
- f. Use program qualification approvals or notifications from TANF, SSI, or SNAP to document household size and income of elders, or to determine and document categorical eligibility to receive EHEAP benefits. The benefit level to be provided to elders receiving TANF, SSI, and SNAP shall be the same as that provided to other qualified elders;
- g. Obtain a signed statement of maintenance from the elder explaining how basic living expenses (i.e., food, shelter, and transportation) are being provided if the total household income is less than fifty percent (50%) of the current federal poverty guidelines and no one in the household is receiving SNAP;
- h. Ensure elders receive no more than one approved crisis assistance benefit during the cooling season, April 1 through September 30, and one approved crisis assistance benefit during the heating season, October 1 through March 31. The Contractor shall proceed as follows:
 - (1) Crisis assistance benefit may consist of payment of more than one energy obligation, per heating and cooling season, for a household to resolve a single crisis, thus allowing for:
 - (i) The purchase or repair of fans, blankets, air conditioners, and/or portable heaters in addition to heating/cooling bill assistance, that combined does not exceed the maximum crisis; and
 - (ii) Crisis situations which may involve a heater or air conditioner that is powered by both gas and electricity, in which case both energy obligations are eligible for a crisis benefit payment that combined does not exceed the maximum crisis benefit.
 - (2) Water, sewer, garbage, and fire, etc. charges may not be paid;
 - (3) Repair or replacement of a heating/cooling unit is allowable, provided any required installation or repair work is completed by a licensed contractor;
 - (4) Deposits to connect or restore energy are allowable;
 - (5) Late fees, disconnect fees, and reconnect fees are allowable;
 - (6) Charges from a previous account held by the elder that is now closed are allowable;
 - (7) Payment to landlord when utility costs are included in the elder's rent is allowable;

and

(8) Payment for temporary emergency shelter is allowable if due to an energy-related crisis.

- i. In no case shall the Contractor be required to incur costs in excess of the full contract amount to provide services to the clients.

II. MANNER OF SERVICE PROVISION

A. SERVICE TASKS

In order to achieve the goals of EHEAP, the Contractor shall ensure the following tasks are performed:

1. Ensure that all eligible elders meet the requirements of Section I.C.2. above;
2. Ensure that all energy assistance payments made to home energy vendors comply with the requirements of Section II.A.14.d. below;
3. Implement appropriate program management and operational controls to ensure actions are taken to resolve a home energy emergency within 18 hours of application approval for crisis benefits when the consumer is in a life-threatening situation. For non-life-threatening situations, actions must be undertaken to resolve the home energy emergency within 48 hours of application approval with standard crisis assistance.
4. Provide all elders approved for EHEAP funding with a written Notice of Approval and Appeal within fifteen (15) working days of crisis resolution. The written Notice of Approval and Appeal shall include:
 - a. Type and amount of assistance;
 - b. Name of the home energy vendor to be paid on elder's behalf;
 - c. The next date when the elder will be eligible to apply for further assistance; and
 - d. Contractor's appeal process.
5. Provide all elders whose EHEAP applications were denied with a written Notice of Denial and Appeal within fifteen (15) working days of receiving the elder's application. The written Notice of Denial and Appeal shall contain:
 - a. Name of the elder;
 - b. Date of application;
 - c. Type of benefit sought;
 - d. Reason(s) for denial;
 - e. Statement on Contractor's benefit limits, if applicable;
 - f. Contractor's appeal process;
 - g. Explanation of circumstances under which the elder may reapply;
 - h. Information or documentation needed for the elder to reapply;
 - i. The name, address, and phone number applicable to the appeal process; and
 - j. Number of days the elder has to file the appeal.
6. Maintain consumer appeal procedures that provide an opportunity for a fair administrative

- hearing to elders whose applications for assistance are denied or whose applications are not acted upon with reasonable promptness;
7. Provide an opportunity for elders to file a written appeal or complaint with the Contractor within ten (10) working days of receipt of the written Notice of Denial and Appeal.
 - a. Upon receipt of a validly filed appeal or complaint, the Contractor must respond in writing within ten (10) working days;
 - b. Elders may appeal the Contractor's first response by filing objections to the response with the Contractor's Director, Executive Director, or Board Chair, as applicable, within five (5) working days of receipt of the first response; and
 - c. Upon receipt of a validly filed objection to the first response, the Contractor must respond in writing within ten (10) working days, and the response must clearly state the final outcome of the appeal, that the decision is final, and if applicable, the circumstances under which the elder may reapply for services.
 8. Post appeal provisions in a prominent place and in plain view at all locations where EHEAP applications are received;
 9. Ensure all ineligible applicants and applicants denied crisis assistance, when EHEAP funds are not available or are insufficient to meet their emergency home energy needs, are referred to and assisted in securing help through other community resources;
 10. Ensure no consumer fees are charged to, nor donations accepted from, an elder as a prerequisite for receiving EHEAP benefits. The Contractor shall post the following notice in a conspicuous place at all locations where EHEAP applications are received: "No money, cash, or checks will be requested or received from customers in the EHEAP office. If an employee asks for money, report this to the agency executive director or department head.";
 11. Compare LIHEAP records and EHEAP records for households with elderly members to avoid duplicate crisis assistance payment during the same eligibility period and maintain documentation sufficient to ensure compliance with this requirement;
 12. Maintain a written policy and implement procedures to protect and secure elder applicants' information and social security numbers in order to protect their identities from theft or fraud. This policy shall address the handling of both paper and electronic records and files. The Contractor shall, in collecting elders' social security numbers, use the Notice Regarding Collection of Social Security Numbers, which is incorporated into this Contract by reference, (Notice of Instruction #071113-1-I-SWCBS, <http://elderaffairs.state.fl.us/doea/notices/July13/LIHEAP%20Notice%20re%20Social%20Security%20Numbers%20Final.pdf>). The Notice Regarding Collection of Social Security Numbers shall be signed by the elder and retained in the client file;
 13. Perform consumer outreach to ensure that households Broward County wishing to benefit from the program have the opportunity to do so. The Contractor shall undertake consumer outreach initiatives in Broward County designed to inform potentially eligible households about EHEAP. Outreach efforts must focus on elderly households with disabled individuals, young children, and where the highest percentage of the household income is required to pay for their home energy. Specific outreach initiatives shall include, but are not limited to, the following:
 - a. Informing all local agencies, non-profits, and similar organizations that are in regular contact with the low-income population about the EHEAP program, especially those serving seniors;

- b. Encouraging EHEAP program participation through local television and radio programs, and placing announcements of the EHEAP program in media community calendars;
 - c. Developing and implementing a written procedure for making home visits to households with homebound elderly persons in order to assist with the completion of the program application when other assistance is not available;
 - d. Making visits to provide information and/or making presentations about EHEAP in response to requests by local congregational centers serving elderly or disabled persons;
 - e. Providing information concerning the local weatherization program to all persons who request it (including organizations that provide outreach activities); and
 - f. Maintaining an EHEAP Outreach Activity Report to demonstrate to the Council that outreach efforts to inform potentially eligible households about EHEAP are conducted to target households in service area.
14. Coordinate services with other program partners and stakeholders to prevent the duplication of services, facilitate referrals, and improve the efficiency of services for consumers. Coordination activities shall include, but not be limited to, the following:
- a. Communicating with DEO LIHEAP contractors in their respective service areas to prevent the duplication of benefits to elders. Additionally, the Contractor shall review LIHEAP and EHEAP records for households with elderly members to ensure that duplicate crisis assistance payments are not received during the same heating or cooling season;
 - b. Developing a new, or continuing an existing, Memorandum of Understanding (MOU) with the Weatherization Assistance Program (WAP) in Broward County. The MOU shall detail cooperative efforts and describe the actions that will be taken by either the Contractor or the Council and WAP agency to ensure coordination and referrals. Contractor, in coordination with the local WAP agency, shall develop a system by which elders who have received more than three EHEAP and LIHEAP benefits in the last eighteen (18) months and who are homeowners are referred to a WAP provider. The MOU shall be reviewed and renewed at least every five years. The Contractor shall maintain copies of all MOUs. MOUs with local WAP agencies shall be updated if the contracting parties change. The MOUs must be applicable to Contractor's current EHEAP program requirements and guidelines;
 - c. Establishing a new, or continuing an existing, MOU with Broward County LIHEAP contractors. Each MOU shall ensure coordination of services to avoid duplication of assistance and increase the quality of services provided to elders. The MOU shall direct LIHEAP providers to refer elders aged sixty (60) or older to EHEAP providers for energy assistance. The MOU shall be reviewed and renewed at least every five (5) years. The Contractor shall maintain copies of all MOUs. MOUs with local LIHEAP agencies shall be updated if the contracting parties change. The MOUs must be applicable to Contractor's current EHEAP program requirements and guidelines;
 - d. Developing agreements with home energy vendors that benefit elders. The Contractor shall maintain copies of all vendor agreements. All agreements between the Contractor and home energy vendors shall contain the following conditions:
 - (1) The beginning and ending date of the Vendor Agreement;
 - (2) The Contractor's representative(s) authorized to resolve a crisis situation and make

- a payment commitment on behalf of an elder;
- (3) The home energy vendor's representative(s) authorized to resolve a crisis;
 - (4) A description of how energy payments will be made directly to the home energy vendor on behalf of the EHEAP eligible customer;
 - (5) Assurance from the home energy vendor that no household receiving EHEAP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements;
 - (6) Assurance that the home energy vendor will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made;
 - (7) A statement that only energy-related elements of a utility bill are to be paid. Water, sewer, garbage, and fire, etc. charges are not covered as part of the utility bill of the household. However, EHEAP does allow an exception with water that is used for air conditioning, i.e. an evaporated cooler;
 - (8) A statement that the Contractor may not pay for charges that result from illegal activities such as a worthless check or meter tampering, and that the home energy vendor is aware that those charges are the responsibility of the elder;
 - (9) Assurance from the home energy vendor that when the benefit amount to the elder does not pay for the complete charges owed by an elder, the elder is responsible for the remaining amount owed;
 - (10) Details on how the home energy vendor will assist the Contractor in verifying the elder's account information and, in the case of crisis assistance, make timely commitments to resolve the crisis. A process should be in place to verify the current amount owed and the minimum amount necessary to resolve the crisis situation;
 - (11) Contractor's commitment to make payment to the home energy vendor within forty-five (45) days of the date of crisis resolution;
 - (12) Assurance from the home energy vendor that when EHEAP payments made to the vendor cannot be applied to the elder's account, the funds will be returned to the Contractor or, with the Contractor's approval, be applied to another eligible customer's account;
 - (13) Assurance that the Contractor shall collect a signed Authorization for Release of General and/or Confidential Information (http://elderaffairs.state.fl.us/doea/notices/sept15/Authorization_for_Release_client%20waiver_8%2020%2015.pdf) for EHEAP Data from each eligible elder and ensure the signed releases are available for inspection by the home energy vendor;
 - (14) Assurance that the home energy vendor is aware that as long as signed Authorization for Release of General and/or Confidential Information for EHEAP Data are collected and available, the home energy vendor will provide the requested customer data to DEO;
 - (15) The agreement will be reviewed by both parties at least every five (5) years;
 - (16) The agreement must be signed by a representative of both the Contractor and the vendor who has authority to bind the entity and enter into such commitments; and
 - (17) The home energy vendor, with the exception of municipal providers, must be in

“active” status with the State of Florida (<http://sunbiz.org/search.html>) and the vendor’s name must be checked on Excluded Parties List System (EPLS) (<https://www.epls.gov>). The business name on the vendor agreement must match the legal business name on the State of Florida website.

15. Comply with the Federal Financial Accountability and Transparency Act (FFATA) by securing a Dun and Bradstreet Numbering System (DUNS) number (www.dnb.com) and maintaining an active and current profile in the System for Award Management (SAM) (www.sam.gov); and
16. Based on local need for EHEAP services and other non-EHEAP energy assistance resources in the service area, the Contractor may limit crisis benefits to less than those stated in Section I.C.3.h. Policy changes concerning the amount of crisis benefits available to elders require DOE A approval and require notification of the change be sent to current and potential elders.

B. STAFFING REQUIREMENTS

1. The Contractor shall dedicate the staff necessary as required to meet the obligations of this Contract and ensure that the staff responsible for performing under this Contract have the qualifications as specified in the DOE A Program and Services Handbook. The Contractor shall ensure the provision of training for all staff members assigned responsibilities within the program.
 - a. For the term of this Contract, each month the Contractor shall provide to the Council the following information:
 - (1) The total number of individuals served with crisis assistance for the reporting month;
 - (2) The total number of individuals ineligible or denied assistance during the reporting month;
 - (3) The total number of individuals served by referral to other community resources for energy assistance during the reporting month;
 - (4) The total amount of funding expended for crisis assistance per service area for the reporting month; and
 - (5) An EHEAP Outreach Activity Report to demonstrate that outreach efforts to inform potentially eligible households about EHEAP are conducted to target households in Broward County.
2. **Use of Subcontractors**

If an entity other than the Contractor provides any service required under this Contract, the Contractor shall ensure the following requirements are met:

- a. Eligible entities that provide outreach, perform intake, make eligibility determinations, or process benefit payments must be one of the following:
 - (1) A Local City Government;
 - (2) A Local County Government;
 - (3) A Community-Based Organization;
 - (4) A Faith-Based Organization; or
 - (5) A State Community Services Agency.

- b. The Contractor is required under this Contract must comply with the FFATA. This includes securing a DUNS number (www.dnb.com) and maintaining an active and current profile in the System for Award Management (SAM) (<https://sam.gov/SAM/>).
- c. Entities must maintain current written agreements in the following formats with service providers:
 - (1) A MOU shall be executed by both parties if a service provider performs any service required under this Contract and is paid for providing specific services without a direct pass-through of federal funds. The MOU shall clearly state program expectations and the role and responsibilities of each entity. Contractor shall submit a copy of all MOUs to the Council's Program Director & Finance Director within thirty (30) days of the contract execution date; and
 - (2) An EHEAP subcontract shall be executed by both parties if a service provider performs any service required under this Contract and is awarded a direct pass-through of federal funds to operate the program and provide program services. The Contractor shall submit a copy of all subcontracts to the Council's Program Director & Finance Director within thirty (30) days of the contract execution date.
 - (3) All service provider written agreements shall include the requirements set forth in paragraph ten, Public Records and Retention, and paragraph eleven, Audits, Inspections, Investigations, of the Standard Contract section of this Agreement.
 - (4) All service providers must complete the Assurances and Certifications attachment to this agreement.
- d. Eligible entities must provide the service provider commensurate compensation for the delivery of administrative and outreach activities and for the delivery of crisis benefits. Commensurate compensation of administration and outreach activities shall include cost-reimbursement of actual expenses or a negotiated rate for specific activities.
- e. The Contractor is bound by the terms of this Agreement and by all applicable State and Federal laws and regulations; therefore, if any of the work required under this Contract is subcontracted, the Contractor shall include in the written agreement that the subcontractor is bound by the terms of this Contract, is bound by all applicable state and federal laws and regulations, and shall hold the Council and the Contractor harmless against all claims of any nature arising out of the subcontractor's performance of work under this Contract to the extent allowed and required by law.
- f. A subcontractor shall not be permitted to perform services related to this Contract without an executed subcontract and MOU verifying that the subcontractor's staff is paid from non-federal resources or is compensated for such activities by EHEAP. In accordance with Sections 23 and Sections 25 of the Contractor's Master Contract, the Council shall not be responsible or liable for any obligations or claims resulting from any subcontract.
- g. The Contractor shall document the subcontractor's progress in performing its work under this Contract in the monthly client service report.
- h. For each subcontractor, the Contractor shall provide a written statement to the Council regarding whether that subcontractor is a minority business enterprise, as defined in Section 288.703, F.S.
- i. If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the subcontractor. If any

circumstances occur that may result in a delay of the initiation of the subcontract or in the performance of the subcontractor for a period of sixty (60) days or more, the Contractor shall notify the Council's Program Director and Finance Director in writing of such delay.

C. SERVICE DELIVERY

1. Service Delivery Location

The Contractor shall ensure that the services provided under this Contract are available to residents within Broward County by in-person service, telephone, and/or other electronic means.

2. Service Times

The Contractor shall provide the services listed in this Contract during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding holidays and force majeure.

3. The Contractor shall publish its service delivery location, toll-free telephone number, and normal business hours in available forms of media (i.e. newspapers, radio, television, website, publications, etc.).

D. DELIVERABLES

1. Deliverables

- a. Certification that the Contractor must operate during its regular business hours, as identified in Section II.C.2. of this Contract.
- b. The Contractor shall provide the minimum level of service per month in each county served, as defined in Section I.A.18.

2. Source Documentation

The deliverables shall be reported monthly on Contractor's monthly financial status reports. Successful completion of the deliverables shall be determined by the Council's receipt of Contractor's Receipts and Expenditure Report (Attachment X) and Request for Payment (Attachment XI) containing the number of individuals served with crisis assistance; number of individuals ineligible or denied assistance; number of applicants served by referral to other community resources for energy assistance; a summary of funds expended per county for the reporting month using the EHEAP Cost Reimbursement Summary form (Attachment XIX); and the certification required in Section II. D.1.

3. Records and Documentation

The Contractor will maintain a separate record (paper and CIRT) for each EHEAP applicant that includes the following, as applicable:

- a. The EHEAP Application and Eligibility Worksheet (Attachment XVI) completed and signed by Contractor and the elder. The application must be approved by a supervisor or peer prior to payment remittance. Contractor is responsible for using the most recent application, eligibility worksheet, and EHEAP Application and Eligibility Worksheet Instructions (Attachment XVII) issued by the Department of Elder Affairs.

- (1) If Contractor approves an application, one elderly member of the household must be registered in CIRT using the EHEAP Application and Eligibility Worksheet (Attachment XVI); or

- (2) If Contractor denies an application, the elder must be registered in CIRTS using the EHEAP Application and Eligibility Worksheet (Attachment XVI).
- b. The elder's name, address, sex, and age;
 - c. Names, ages, and current identification documentation (no more than one year expired) of all household members;
 - d. Social Security numbers and documentation of those numbers for all household members, or the citation to the applicable exemption;
 - e. Signed notice regarding the collection of Social Security numbers (Notice of Instruction #071113-1-I- SWCBS,
<http://elderaffairs.state.fl.us/docx/notices/July13/LIHEAP%20Notice%20re%20Social%20Security%20Numbers%20Final.pdf>);
 - f. Income amount and method of verification for all household members;
 - g. Income documentation to support eligibility that is representative of the elder's current economic situation;
 - h. Statement of self-declaration of income, if applicable;
 - i. A signed statement of how basic living expenses (i.e., food, shelter, and transportation) are being provided if the total household income is less than fifty percent (50%) of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance;
 - j. Documentation of the elder's obligation(s) to pay an energy bill for the residence in which they live;
 - (1) The elder's utility bill must include detail to identify unallowable categories of assistance resulting from charges for water, sewer, garbage, and fire, etc.; charges resulting from meter-tampering and returned checks; and other charges that are not energy-related and are not required for cooling/heating the household.
 - (2) Use of the most current utility bill(s) which provides the vendor's name and address, account holder's name and physical address, account number, and amount(s) due is required. If an elder's utility bill, cutoff notice, door-hanger notice, or similar documentation does not include all of this information, Contractor must document the verified missing information by writing the information on the utility bill and on the EHEAP Application and Eligibility Worksheet (Attachment XVI).
 - k. Signed Authorization for Release of General and/or Confidential Information for LIHEAP/EHEAP Federal Reporting or a statement on the application which states that the elder refused to sign the waiver;
 - l. Copies of approval or denial letters, including those related to the initial application and all appeals, which are provided to the elder;
 - m. If preference is given due to a disability, documentation of such disability that includes disability income or a physician's statement;
 - n. Documentation of referrals to LIHEAP and WAP;
 - o. Notation if EHEAP prevented a disconnection or restored an energy disruption;
 - p. Documentation of coordination with LIHEAP providers to avoid duplication of crisis services for households with elderly residents;

- q. Proof of payment made to vendors;
- r. Documented calculation of crisis benefits for elders living in subsidized housing;
- s. Documented calculation of crisis benefits for elders whose energy bill includes unallowable charges; and
- t. Completed EHEAP Client File Content Checklist (Attachment XVIII).

E. PERFORMANCE SPECIFICATIONS

1. Reports

Contractor is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Council. Contractor must establish due dates for any subcontractor's report that permits Contractor to meet the Council's reporting requirements.

- a. Contractor shall report monthly on Contractor's Request for Payment (Attachment XI) as delineated in Section II.E.1.c. of this Contract.

b. Administrative and Outreach Expense Budget Detail

Contractor shall submit to the Council's EHEAP Program Specialist the EHEAP Administrative and Outreach Expense Budget Detail (Attachment IX). The Administrative and Outreach Expense Budget Detail shall clearly delineate planned expenditures for funds retained by the Contractor and funds subcontracted. The Administrative and Outreach Expense Budget Detail shall include all Contractor positions, by title, to be paid with these funds and shall detail the estimated number of hours, the hourly wage, and the estimated salary to be paid by EHEAP. Funding sources, estimated hours, and hourly wage shall be identified for the balance of salary where EHEAP funds are used to pay less than one hundred percent (100%) of the salary.

c. Monthly Client Service Report

For the term of this Contract, each month Contractor shall provide the Council, on the 5th day of the month for the preceding calendar month, the following:

- (1) The total number of households served per service area;
- (2) The total amount of funding expended for crisis assistance per service area;
- (3) The total number of households served by referral to other community resources for energy assistance; and
- (4) The total number of households ineligible or denied crisis assistance.

d. EHEAP Outreach Activity Report

Contractor shall ensure the use of outreach efforts that will inform potentially eligible households about EHEAP. The EHEAP Outreach Activity Report is due on the 10th day following the end of each quarter and shall consist of the following:

- (1) Date;
- (2) County;
- (3) Location Address;
- (4) Description of Activity; and
- (5) Name and Position of Staff.

e. EHEAP Administrative Costs Report

Within the first quarter of this Contract, Contractor shall provide the Council a list of all individuals performing any administrative functions for EHEAP. The list must include Contractor's employees, agents, and representatives; as well as, all employees, agents, or representatives of subcontractors, serving EHEAP administratively. For each individual on the list, Contractor must also provide the individual's EHEAP administrative duties and functions. Additionally, Contractor must provide total salary and benefit amounts for each individual on the list, specifying all funding sources from which that person is paid, and the corresponding amounts of that pay charged to each funding source.

f. Program Effectiveness Reports

The Contractor agrees to provide to the Council any additional service reports requested by the Council concerning the effectiveness of the program and shall include any statistics and information that the Council may require. The reporting period shall begin with the effective date of this Contract in a format and according to a schedule provided by the Council for each report.

2. Monitoring and Evaluation Methodology

The Contractor shall monitor its performance under this Contract, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Contract, to ensure that the scope of work is accomplished within the specified time periods and budgets set and that other performance goals stated in this Contract are achieved. Such review shall be made for each function or activity set forth in this Contract and reported in the monthly client service report.

- a. Contractor shall review completed EHEAP applications in accordance with the EHEAP Client File Content Checklist (Attachment XVIII).
- b. The Council shall, at its own discretion, conduct investigations concerning any aspect of Contractor's performance of this Contract.
- c. The Council shall conduct a full onsite review of the Contractor at least once during each three-year period. Contractor shall allow the Council to carry out monitoring, evaluation, and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom the Contractor contracts to carry out program activities.
- d. The Council shall conduct desk review activities throughout the year to monitor contractual program requirements.
- e. The Council shall conduct EHEAP intake site visits.
- f. In conjunction with onsite monitoring visits and desk review activities, the Council shall review a sample of completed EHEAP client files in accordance with the EHEAP Client File Content Checklist (Attachment XVIII).
- g. The Council shall conduct follow-up reviews including prompt return visits to Contractors that fail to meet the goals, standards, and requirements established by the state and federal funding agency.

F. CONTRACTOR RESPONSIBILITIES

1. Make vendor payments directly to fuel and/or home energy providers on behalf of eligible elders.

2. Determine the correct amount of each crisis benefit based on the minimum necessary amount needed to resolve the crisis, but not more than the item limits or total limit set by the Department of Elder Affairs.
3. Encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest, or late payments.
4. Provide EHEAP crisis services to households with elders in Broward County.
 - a. The Contractor shall provide oversight to ensure the minimum level of crisis services monthly, as delineated in Section I.A.17.; and
 - b. EHEAP funded staff shall make themselves available to ensure that the minimum level of service is met.
5. Make crisis benefit payments to vendors on behalf of approved elders within forty-five (45) days of the date of crisis resolution.
6. Make payments on behalf of those elders with the highest home energy needs and the lowest household income, which will be determined by taking into account both the energy burden and the unique situation of households that result from having members of a vulnerable population, including very young children, the disabled, and frail elders.
7. Refund to the Council, with non-federal funds, all funds incorrectly paid on behalf of elders that cannot be collected from the elder.
8. Develop adequate procedures to ensure EHEAP funds are appropriately budgeted and expended to permit payment of energy assistance benefits in both the heating and cooling seasons, ensure that this is a twelve (12) - month program, and ensure that funding is available within the Contractor's service area. Procedures should include referral to other community agencies when funds budgeted for a particular time period are exhausted and elders are subsequently denied.
9. Develop monitoring and oversight procedures to ensure that administrative costs that exceed the contracted EHEAP administrative award to the Contractor or Subcontractor are paid from non-federal sources.
10. Develop adequate procedures to address the use of EHEAP funds for elders who are on oxygen support or a "Lifeline Program" and must have power.
11. Develop a written policy regarding the use of funds for repairing or replacing heating or cooling equipment. The procedures must address the conditions under which an elder is eligible for such funds and what constitutes an emergency related to lack of heating or cooling.
12. Ensure providers and appropriate staff participate in training opportunities scheduled by the Council to cover EHEAP policies and procedures.
13. Ensure the provision of training for all providers and staff members assigned responsibilities within the program.
14. Maintain an EHEAP Policies and Procedures Manual to serve as a local resource for program administration, training, and reference. The EHEAP Policies and Procedures Manual shall be reviewed monitoring, and shall include the following:
 - a. The State of Florida LIHEAP Policies and Procedures Manual;
 - b. An MOU or Subcontract with EHEAP providers;
 - c. An MOU with all service area LIHEAP providers;

- d. An MOU with all service area WAP providers;
- e. Contractor's cost allocation methodology;
- f. Written policies and procedures to ensure that all energy assistance payments made to home energy vendors comply with the requirements of the Vendor Agreement, as stated in Section II. A, 14. d., of this Attachment;
- g. Adequate procedures to ensure that EHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons, ensure that this is a twelve (12) - month program, and to ensure that funding is available to, and expended within the Contractor's service area;
- h. Policies regarding the detection and prevention of fraud and abuse of program funds. At a minimum the policy will address initiatives reflective of the detection and prevention of internal and external collusion, conspiracy, and complacency.
 - i. These policies will incorporate internal controls that provides for safeguarding assets, proper recording of transactions, efficient and effective accomplishment of goals and objectives, and compliance of rules and other governance through the segregation of duties.
 - ii. The concept of segregation of duties is to separate the following responsibilities in each business process.
 - 1. Custody of assets
 - 2. Record keeping
 - 3. Authorization
 - 4. Reconciliation
 - iii. When duties cannot be segregated, compensating controls should be considered. Compensating controls can be preventative, detective, or monitoring controls that are executed by an independent, supervisory-level employee who does not have custody, record-keeping, authorization, or reconciliation responsibilities for the process.
- i. Policies that address serving friends, family members, and employees, that includes senior management oversight and approval of:
 - 1. Application and eligibility determination; and
 - 2. Benefit determination and award.
- j. Policies and procedures to secure applicant Social Security Numbers in order to protect applicants' identities, that at a minimum, include:
 - i. Storage of active and archived paper client files.
 - ii. Access to, use of, storage, and disposal of client database printouts and reports containing client information.
 - iii. Transporting applicant information and client files from one location to another.
 - iv. Authorization to access both paper and electronic files.
 - v. Retention conditions and means of disposal of archived client information and files.

- k.** Procedures for data integrity;
 - i. The Council will ensure Contractor maintains written procedures for computer system backup and recovery.
 - ii. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system.
 - iii. The security over the backed-up data is to be as stringent as the protection required of the primary system.
 - iv. An appropriate level of security includes approving and tracking all employees that request system or information access and ensuring that user access has been removed from all terminated employees.
- l.** Procedures for referral or access assistance to the "Lifeline Program";
- m.** A policy outlining the criteria to determine if a household has a "home energy crisis" and the information and/or documentation required to verify the crisis, as outlined in Section I. B. 4 a. Standard Crisis, and Section I. B. 4. b. Life-Threatening Crisis, of this Attachment;
- n.** Policies and procedures for determining the eligibility of elders applying for EHEAP, as outlined in Section I. C. 2. Client Eligibility, and Section I. C. 3. Eligibility Determination;
- o.** Policies which encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest, or late payments;
- p.** Procedures referring elderly homeowners who have received more than three energy benefits (EHEAP or LIHEAP) in the last eighteen (18) months to the WAP provider;
- q.** A policy concerning the use of funds for the purchase or repair of heating or cooling equipment;
- r.** Policies and procedures which detail allowable timeframes for elders to submit required documentation, if missing at the time of application;
- s.** A resource guide to access other energy assistance resources available at the local level to provide referrals to elders when EHEAP funding is not available or they do not qualify;
- t.** Consumer appeal procedures that provide an opportunity for a fair administrative hearing at the provider level to elders whose applications for assistance are denied, or whose applications are not acted upon with reasonable promptness; and
- u.** Policies and procedures for conducting home visits to home-bound elders for completion of the program application or eligibility determination when other assistance is not available, that at a minimum, includes:
 - i. Designation of appropriate staff to conduct home visits;
 - ii. Applicant and staff safety and security precautions;
 - iii. Confidentiality;
 - iv. Means to collect required documentation;
 - v. Safeguarding Applicant information and documentation during transport; and
 - vi. Training and technical assistance.

15. Notwithstanding that tasks for which the Contractor is held accountable involve coordination with other entities in performing this Contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract.

16. Ensure timely and accurate CIRTIS data entry of EHEAP activity is completed prior to submitting Request for Payment (Attachment XI).

G. COUNCIL RESPONSIBILITIES

1. The Council may provide technical support and assistance to the Contractor within the resources of the Council to assist the Contractor in meeting the requirements of this Contract. The Council's support and assistance, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.
2. The Council will provide to the Contractor the State of Florida LIHEAP Policies and Procedures Manual. The State of Florida LIHEAP Policies and Procedures Manual will provide information and procedures needed to administer EHEAP in Florida.
 - a. This Contract excludes all provisions of the State of Florida LIHEAP Policies and Procedures Manual in reference to LIHEAP Regular Home Energy Annual Benefits.
 - b. To the extent any conflict arises between this Contract and any incorporated reference contained herein, this Contract shall have precedence.

III. METHOD OF PAYMENT

A. PAYMENT METHOD USED

The method of payment for this Contract is a combination of cost reimbursement and advance payments, subject to the availability of funds and Contractor performance. The Council will pay the Contractor upon satisfactory completion of the Tasks/Deliverables, as specified in Section II., Manner of Service Provision, and in accordance with other terms and conditions of this Contract.

1. Cost Reimbursement

The Contractor agrees to distribute funds as detailed in the Budget Summary (Attachment VIII) attached to this Contract. Any change in allocation of categorical or total amounts of funds identified on the Budget Summary form require a contract amendment. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in Attachment VIII. All Cost Reimbursement Requests for Payment must include the actual Receipts and Expenditure Reports beginning with the first month of this Contract.

a. Budget Summary

Contractor agrees to implement the distribution of funds as detailed in the Budget Summary (Attachment VIII). An amendment is required to change category allocations or the total amount of this Contract.

(1) Administrative Expense

Administrative expenses include costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe benefits (i.e. insurance, retirement, etc.), rent, utilities, travel, etc. associated with financial and administrative management of the program. The use of other federal funds to supplement the administrative operations of EHEAP, above and beyond

the budgeted amount, is prohibited. Administrative costs that exceed the contracted EHEAP administrative award to the Contractor or subcontractor must be paid from non-federal sources. Contractors must have adequate procedures for monitoring and oversight to ensure compliance.

(2) Outreach Expense

Outreach expenses are those costs incurred in delivering EHEAP services that are not purely administrative in nature. This may include staff expenses such as salaries, fringe benefits (i.e. insurance, retirement, etc.), rent, utilities, travel, etc. for those employees performing outreach and intake. Outreach expenses shall not include senior management expense, except when outreach and intake involving direct contact with elders occurs. Documentation to support this exception shall be maintained by the Contractor and available upon request.

2. Advance Payments

Contractor may request up to two (2) months of advances at the start of the contract period to cover program administration, outreach, and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Council by the Department of Elder Affairs (budget release). The Contractor's requests for advance payments require the written approval of the Council's Finance Director. For the first month's advance request, the Contractor shall provide the Council's Finance Director with documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month. If sufficient budget is available, and the Council's Finance Director, in his or her sole discretion, has determined that there is a justified need for an advance, the Council will issue approved advance payments after April 1, 2021.

- a. Any advance payment the Contractor requests must be distributed within seven days of receipt of payment from the Council. The Contractor shall submit to the Council documentation to support full distribution of advance funds with report number 3, due to the Council upon execution of contract, in accordance with the Invoice Report Schedule (Attachment XII) attached to this Contract.
- b. All advance funds requested for the Contractor must be fully expended no later than June 30, 2021. Any amount of advance payments not expended must be fully recouped on the Request for Payment submitted with Receipts and Expenditure Report number 5 due to the Council on July 15, 2021, in accordance with the Invoice Report Schedule (Attachment XII) attached to this Contract.
- c. All advance payments made to the Contractor shall be reimbursed to the Council as follows: one – tenth of the advance payment received shall be reported as an advance recoupment on each Request for Payment, starting with Receipts and Expenditure Report number 5, in accordance with the Invoice Report Schedule (Attachment XII) attached to this Contract.
- d. Interest earned on advances must be identified separately by source of funds, state or federal. Contractor shall maintain advances of federal funds in FDIC interest

bearing accounts, unless an exception is made in accordance with 45 C.F.R. § 75.305(b)(8). Interest earned in excess of \$250 per year on Federal cash balances shall be returned to the Council at the end of each quarter of the contract period.

- B. All payment requests shall be based on actual monthly expenditures beginning with the first month of this Contract. The schedule for submission of advance requests and requests for payment is in Attachment XII to this Contract.
- C. The final close-out request for payment is due to the Council no later than October 16, 2023.

D. METHOD OF INVOICE PAYMENT

Payment shall be made upon Contractor's presentation of an invoice subsequent to the acceptance and approval by the Council of the deliverables on the invoice. The form and substance of each invoice submitted by Contractor shall be as follows:

- 1. Contractor shall prepare Requests for Payment and Receipts and Expenditure Reports that support requests for payment and shall submit them to the Council using the Receipts and Expenditure Report (Attachment X), Request for Payment (Attachment XI), and Cost Reimbursement Summary (Attachment XIX);
- 2. Contractor shall include required supporting documentation as delineated in Section III.F. with the cost reimbursement portion of the invoice.

E. PAYMENT WITHHOLDING

Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved.

F. SUPPORTING DOCUMENTATION REQUIREMENTS

For the reporting month, Contractor shall include the following with Request for Payment:

- 1. The number of individuals served, that include:
 - a. The number of individuals served with crisis assistance during the reporting month;
 - b. The number of individuals ineligible or denied assistance during the reporting month;
 - c. The number of individuals referred to other community resources for energy assistance during the reporting month;
- 2. Certification that Contractor operated during its normal business hours during the reporting month;
- 3. The total amount of funding expended for crisis assistance per county for the reporting period; and

G. FINANCIAL CONSEQUENCES

Failure to meet the deliverables described in this Contract may result in a financial consequence and may result in the redistribution of funding. Contractor shall ensure the provision of services and the successful completion of deliverables as set forth in this Contract.

- 1. The Council shall not reimburse any expenditures associated with deliverables not accepted by the Council as successfully completed; however, this does not preclude Contractor from receiving payment for such expenditures upon successful completion of the deliverable.

2. If Contractor fails to be open and available for services according to its regular business hours as identified in Section II.C.2. of this Contract, excluding weekends or state and federal holidays, Contractor shall pay to the Council financial consequences for such failure, unless the Council waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor.
3. Contractor's failure to operate according to its regular business hours shall result in an assessment of a financial consequence in the amount of \$10.00 per day.
4. Any amounts due from financial consequences shall be paid by Contractor out of non-federal funds.

H. REMEDIES-NONCONFORMING SERVICES

Contractor shall ensure that all participants served under this Contract are eligible for the program and that all monthly performance reports and financial records are maintained for each reporting period and submitted as stipulated in this Contract.

1. Any nonconforming program service, performance report, or financial record not meeting the aforementioned requirements is not eligible for reimbursement under this program. Contractor shall solely bear the costs associated with enrolling, training, reporting and/or managing the program. Contractor shall give immediate notice to the Council of any significant and/or systemic infraction that compromises Contractor's ability to provide participant services, to achieve programmatic performance, or to provide sound financial management of the program.

I. CONSEQUENCES FOR NON-COMPLIANCE

Contractor shall ensure that one hundred percent (100%) of the deliverables identified in this Contract are performed pursuant to contract requirements. The deliverables described in Section II.D. are identified as major deliverables in this Contract.

1. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, or adequately perform these major deliverables, the Contractor will have ten (10) days to submit a Corrective Action Plan (CAP) to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Director. The Council shall assess a Financial Consequence for Non-Compliance on the Contractor for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP. If Contractor fails to timely submit a CAP, the Council shall deduct 1% of the monthly value of the administrative funds in the contract for each day the CAP is overdue, beginning the 11th day after notification by the Council's Program Specialist of the deficiency. The deduction will be made from the payment for the invoice of the following month.

In the event that Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the deficiency is not corrected. The Council may also deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the Contractor fails to timely submit a CAP.

IV. SPECIAL PROVISIONS

A. The following is incorporated by reference:

1. State of Florida LIHEAP Policies and Procedures Manual.

B. Modifications

The Council shall not be obligated to reimburse Contractor for expenditures in excess of the funded amount of this Contract unless and until the Council officially approves such expenditures by executing a written modification to the original contract, signed by both parties.

1. Contractor must use a Council approved budget modification process.
2. For the purpose of transferring funds, the following are considered budget categories: (1) Administration, (2) Outreach, and (3) Crisis Assistance.

C. Enforcement

1. The Council shall rescind designation of a Contractor or take intermediate measures against the Contractor, including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by the Council, placement on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action, if the Council finds that any of the following have occurred:
 - a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program;
 - b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
 - c. The Contractor has committed multiple or repeated violations of legal and regulatory requirements or Council standards;
 - d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
 - e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this Contract with the Council;
 - f. The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or
 - g. The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.
2. In making any determination under this provision, the Council may rely upon findings of another state or federal agency or other regulatory body. Any claims for damages for breach of contract are exempt from administrative proceedings.

END OF ATTACHMENT

ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council staff, limited scope audits and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Council to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council, Department of Elder Affairs’ or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the Council by this Contract. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contracts with the Council shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through the Department by this Contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Department of the Elder Affairs, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council in effect during the audit period. For local governmental entities, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end. For non-profit or for-profit organizations, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this Contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of financial reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR § 200.512 by or on behalf of the Contractor directly to each of the following:

**Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street**

Jeffersonville, IN 47132

Pursuant to 2 CFR § 200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor directly to the Council.

**Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road
Sunrise, FL 33351**

Additionally, copies of financial reporting packages required by this Contract's Financial Compliance Audit Attachment, Part II, shall be submitted by or on behalf of the Contractor directly to each of the following:

The Department at the following address:

**Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road
Sunrise, FL 33351**

The Auditor General's Office at the following address:

**State of Florida Auditor
General Claude Pepper
Building, Room 574 111 West
Madison Street Tallahassee,
Florida 32399-1450**

Any reports, management letters, or other information required to be submitted to the Council pursuant to this Contract shall be submitted timely in accordance with 2 CFR Part 200, F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of six (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Council or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

ATTACHMENT II**EXHIBIT 1****PART I: AUDIT RELATIONSHIP DETERMINATION**

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.38 and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

☐ Vendor not subject to 2 CFR § 200.38 and/or Section 215.97, F.S.

☒ Recipient/sub-recipient subject to 2 CFR §§ 200.86 and 200.93 and/or Section 215.97, F.S.

☐ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and/or state financial assistance, and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and/or 2 CFR § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules, and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR § 200.416 - § 200.417 – Special Considerations for States, Local Governments, and Indian Tribes*
- 2 CFR § 200.201 – Administrative Requirements**
- 2 CFR § 200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR § 200.400 - § 200.411 – Cost Principles*
- 2 CFR § 200.100 – Administrative Requirements
- 2 CFR § 200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR § 200.418 – § 200.419 – Special Considerations for Institutions of Higher Education*
- 2 CFR § 200.100 – Administrative Requirements
- 2 CFR § 200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5)(c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules, and regulations:

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules, and regulations

EXHIBIT 2

FUNDING SUMMARY (2021-2022)

Note: Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

**1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT
CONSIST OF THE FOLLOWING:**

GRANT AWARD (FAIN#): 2002FLLIEA		FEDERAL AWARD DATE: 10/1/2019	
DUNS NUMBER: 039652961			
PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Emergency Home Energy Assistance for the Elderly Program	United States Department of Health and Human Services	93.568	\$26,081.37
TOTAL FEDERAL AWARD			\$26,081.37

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT
TO THIS CONTRACT ARE AS FOLLOWS:**

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

**2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF
THE FOLLOWING:**

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

STATE FINANCIAL ASSISTANCE SUBJECT TO SECTION 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS
CONTRACT ARE AS FOLLOWS:**

STATE FINANCIAL ASSISTANCE

Sections 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations

ATTACHMENT III

CERTIFICATIONS AND ASSURANCES

Council will not award this Vcontract unless Contractor completes this CERTIFICATIONS AND ASSURANCES. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. **Certification Regarding Public Entity Crimes, section 287.133, E.S.**
- E. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. **Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, E.S.**
- G. **Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreements**
- H. **Verification of Employment Status Certification**
- I. **Records and Documentation**
- J. **Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- 2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
- 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan,

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A. NON- DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80). - As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity.

Contractor understands that the Council, Department of Elder Affairs and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

A. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

B. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

C. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Contract and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this Contract.

D. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACTS, AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified

to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

1. If this Contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
2. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
3. The Contractor and any Subcontractors of services under this Contract warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

E. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Contract, and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire Contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

F. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or any party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

G. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Section 10 of the Master Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council and any attorneys' fees assessed or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or services performed thereunder.
 - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of Elder Affairs)** are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does ☐ does not ☐ provide for institutional memberships.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available for inspection if applicable, as stated above.

By execution of this Contract, Contractor must include these provisions (A-J) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies that the representations outlined in parts A through J above are true and correct.

	227 NW 2nd Street
Signature and Title of Authorized Representative	Street Address
City of Deerfield Beach, Florida/Northeast Focal Point Senior Center dba Department of Active Aging	Deerfield Beach, FL 33441
Contractor Date	City, State, Zip code

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average forty-five (45) minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043),

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND

BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and §§ 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

1. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
2. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-contracts.
3. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
4. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION City of Deerfield Beach, Florida/Northeast Focal Point Senior Center dba Department of Active Aging		DATE SUBMITTED

ATTACHMENT V

FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name City of Deerfield Beach, Florida/Northeast Focal Point Senior Center dba Department of Active Aging	County	AAA/Contractor
Address 227 NW 2nd Street	Completed By	
City, State, Zip Code Deerfield Beach, FL 33441	Date	Telephone 954-480-4449

PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

For questions 2-5 please indicate the following:

2. Population of area served
3. Staff currently employed
4. Clients currently enrolled/registered
5. Advisory/Governing Board if applicable

	Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
Source of data:								
Effective date:								
Effective date:								

PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE. IF N/A or NO, EXPLAIN.

6. Is an Assurance of Compliance on file with DOEA?

N/A YES NO

☐ ☐ ☐

7. Compare the staff composition to the population. Is staff representative of the population?

N/A YES NO

☐ ☐ ☐

1. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability?

N/A YES NO

☐ ☐ ☐

1. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability?

N/A YES NO

☐ ☐ ☐

1. For in-patient services, are room assignments made without regard to race, color, national origin or disability?

N/A YES NO

☐ ☐ ☐

2. Is the program/facility accessible to non-English speaking clients?

N/A YES NO

☐ ☐ ☐

1. Are employees, applicants and participants informed of their protection against discrimination? If YES, how?
Verbal ☐ Written ☐ Poster ☐

N/A YES NO

☐ ☐ ☐

N/A NUMBER

1. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility.

☐ _____

1. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?

N/A YES NO

☐ ☐ ☐

PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES. IF NO, EXPLAIN.

1. Has as a self-evaluation been conducted to identify any barriers to serving disabled individuals and to make any necessary modifications?

YES NO

☐ ☐

1. Is there an established grievance procedure that incorporates due process in the resolution of complaints?

YES NO

☐ ☐

2. Has a person been designated to coordinate Section 504 compliance activities?

YES NO

☐ ☐

1. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability?

YES NO

☐ ☐

1. Are auxiliary aids available to ensure accessibility of services to hearing and sight-impaired individuals?

YES NO

☐ ☐

PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

2. Do you have a written affirmative action plan? If NO, explain.

YES NO

☐ ☐

DOEA USE ONLY

Reviewed by		In Compliance: YES ☐ NO* ☐
Program Office		*Notice of Corrective Action Sent ____ / ____ / ____
Date	Telephone	Response Due ____ / ____ / ____
On-Site ☐	Desk Review ☐	Response Received ____ / ____ / ____

ATTACHMENT V**INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST**

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race, sex, disability, and over the age of 40. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex, disability, and over the age of 40. Include the date that enrollment was counted.
 - a. Where there is a significant variation between the race, sex, or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the contract language for DOE A Recipients and their Sub-grantees. 45 CFR § 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR § 80.3(a) and 45 CFR § 80.1.
9. Participants or clients must be provided services such as medical, nursing, and dental care, laboratory services, physical and recreational therapies, counseling, and social services without regard to race, sex, color, national origin, religion, age, or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR § 80.3(b).
10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR § 80.3(a).
11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR § 80.3(a).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.
13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement,

termination, etc.). Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).

1. The program/facility must be physically accessible to mobility, hearing, and sight-impaired individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps, and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, and information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
2. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
 - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
3. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
4. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
5. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
6. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailled and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
7. Programs or facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT VI

CONTRACTOR'S STATE CONTRACT LIST

Contractor's State Contract List

REPORT PERIOD:

From:

To:

CONTRACTOR INFORMATION:

Name: _____

Phone: _____

Address: _____

Email: _____

FEID: _____

Contact: _____

	Contract #	Contract/ Program Name	State Agency/ Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total									

SIGNATURE: _____

DATE: _____

TITLE: _____

ATTACHMENT VII

BACKGROUND SCREENING



Ron DeSantis
Governor

Richard Prudom
Secretary

BACKGROUNDSCREENING

Attestation of Compliance -Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term “employer” means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is “a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client’s living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities and volunteers.” § 430.0402(1)(b), Fla.Stat.

ATTESTATION:

As the duly authorized representative of

Employer Name

located at _____,
Street Address City State ZIP code

I, _____ do hereby affirm under penalty of
Name of Representative

perjury that the above-named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

Signature of Representative

Date

ATTACHMENT VIII

BUDGET SUMMARY

ADMINISTRATIVE COSTS

PERSONNEL

Total Personnel: \$0.00

RECURRING EXPENSES:

Printing & Supplies \$2,467.30

Total Recurring Expenses: \$2,467.30**TOTAL ADMINISTRATIVE BUDGET** \$2,467.30**OUTREACH COSTS**

PERSONNEL

Case Manager \$ 592.23

I&R Coordinator \$ 3,028.27

Total Personnel: \$3,620.50

RECURRING EXPENSES:

Total Recurring Expenses: \$0.00**TOTAL OUTREACH BUDGET** \$3,620.50**TOTAL EHEAP Benefits (Crisis)** \$19,993.57**TOTAL** \$26,081.37Projected minimum number of applications* (Crisis): 72

*Eligible households may be provided one benefit per season. The minimum number of consumers may reflect duplicated consumers if a consumer receives a benefit in both seasons. The projected minimum number is for the entire contract period.

EHEAP ADMINISTRATIVE AND OUTREACH EXPENSE BUDGET DETAIL

PSA

#

Emergency Home Energy Assistance Program

Administrative & Outreach Expense Budget

Detail

[illegible]

Total \$ -

RECEIPTS AND EXPENDITURE REPORT
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

PROVIDER NAME, ADDRESS, PHONE # & FEID	Program Funding Source : EHEAP (Emergency Home Energy Assistance for the Elderly Program)	THIS REPORT PERIOD CONTRACT PERIOD CONTRACT #: REPORT # PSA#		
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract. Prepared by : Date: Approved by : Date :				
PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts for this Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. Agreement Amount	\$0.00	\$0.00	\$0.00	0.00%
2. Interest on Agreement Funds	\$0.00	\$0.00	\$0.00	0.00%
3. TOTAL AGREEMENT AMOUNT	\$0.00	\$0.00	\$0.00	0.00%
PART B : EXPENDITURES	1. Approved Budget	2. Expenditures for this Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Administration	\$0.00	\$0.00	\$0.00	0.00%
2. Outreach	\$0.00	\$0.00	\$0.00	0.00%
3. Crisis Services	\$0.00	\$0.00	\$0.00	0.00%
4. Weather Related Services	\$0.00	\$0.00	\$0.00	0.00%
5. TOTAL EXPENDITURES	\$0.00	\$0.00	\$0.00	0.00%

DOEA FORM 105

REQUEST FOR PAYMENT
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

CONTRACTOR NAME, ADDRESS, PHONE# and FEID#	TYPE OF REPORT : Advance Request _____ Reimbursement Request <u>X</u>	This Request Period: CONTRACT PERIOD CONTRACT #: REPORT # PSA# 10			
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above agreement, including that Contractor has been open and operating during its normal business hours for the reporting month.					
Prepared by : Date: Approved by : Date :					
PART A: BUDGET SUMMARY	ADMIN SERVICES	OUTREACH SERVICES	CRISIS SERVICES	WEATHER RELATED	TOTAL
1. Approved Agreement Amount	\$ -	\$ -	\$ -	\$ -	\$ -
2. Previous Funds Received	\$ -	\$ -	\$ -	\$ -	\$ -
3. Agreement Balance	\$ -	\$ -	\$ -	\$ -	\$ -
4. Previous Funds Requested but not Received	\$ -	\$ -	\$ -	\$ -	\$ -
5. Agreement Balance	\$ -	\$ -	\$ -	\$ -	\$ -
PART B: AGREEMENT FUNDS REQUEST					
1. Anticipated Cash Needs (1st - 2nd month, Attach Justification)	\$ -	\$ -	\$ -	\$ -	\$ -
2. Net Expenditures For Month (DOEA Form 105P, Part B, Line 5)	\$ -	\$ -	\$ -	\$ -	\$ -
3. TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -
PART C: NET FUNDS REQUESTED					
1. Less Advance Applied	\$ -	\$ -	\$ -	\$ -	\$ -
2. TOTAL FUNDS REQUESTED (Part B, Line 3 minus Part C, Line 1)	\$ -	\$ -	\$ -	\$ -	\$ -
PART D: SERVICE INFORMATION					
1. Number of individuals served with crisis energy assistance this period: 					
2. Number of individuals ineligible or denied assistance during this period: 					
3. Number of individuals referred to other community resources for energy assistance during this period: 					
Certification statement: Contractor hereby certifies that it has been open and operating during its normal business hours for this period, as described in the Statement of Work section, of the EHEAP contract.					

INVOICE REPORT SCHEDULE

<u>Report Number</u>	<u>Based Upon</u>	<u>Date Due to the Department</u>
1	April Advance Request*	Upon Execution of Contract
2	May Advance Request*	Upon Execution of Contract
3	April Expenditure Report	May 6, 2022
4	May Expenditure Report	June 7, 2022
5	June Expenditure Report	July 7, 2022
6	July Expenditure Report	August 5, 2022
7	August Expenditure Report	September 7, 2022
8	September Expenditure Report	October 7, 2022
9	Final Close Out Report	October 16, 2022

* Advance based on projected cash need.

Note 1 Advance basis invoices, cannot be submitted to the Department of Elder Affairs (DOEA) prior to April 1 or until the contract with the Council has been executed.

Note 2 Report numbers 3 through 8 shall reflect an adjustment of one-tenth of the total advance amount, on each of the reports, repaying advances issued for the first one or two months of the agreement. The adjustment shall be recorded in Part C, 1 of the report (Attachment XII).

Note 3 Submission of invoices may or may not generate a payment request. If final invoice reflects funds due back to the Department, payment is to accompany the final close-out invoice.

POVERTY INCOME GUIDELINES

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
(LIHEAP)
POVERTY INCOME GUIDELINES***

EFFECTIVE JULY 1, 2020

PEOPLE IN THE HOUSEHOLD	150%
1	\$ 19,140
2	\$ 25,860
3	\$ 32,580
4	\$ 39,300
5	\$ 46,020
6	\$ 52,740
7	\$ 59,460
8	\$ 66,180
For each additional person in the household with more than 8 people, add:	\$ 6,720

*These figures are based on the 2020 U.S. Department of Health and Human Services (HHS) poverty guidelines published in the Federal Register on January 17, 2020

ATTACHMENT XIV

LIHEAP PAYMENT MATRIX

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM PAYMENT MATRIX - FY 2020									
HOME ENERGY BENEFITS ¹ AND POVERTY LEVELS BY HOUSEHOLD SIZE AND INCOME HOUSEHOLD INCOME IN DOLLARS PER YEAR									
NUMBER OF PEOPLE IN HOUSEHOLD	50% of Poverty or Less	Over 50% of Poverty but Less than 75%		At least 75% but no more than 100% Poverty		Over 100% but no more than 125% Poverty		Over 125% but no more than 150% Poverty	
	At or Below	Annual Income at Least but No Greater Than							
1	\$ 6,380.00	\$6,381.00	\$9,569.00	\$ 9,570.00	\$12,760.00	\$12,761.00	\$15,950.00	\$15,951.00	\$19,140.00
2	\$ 8,620.00	\$8,621.00	\$12,929.00	\$12,930.00	\$17,240.00	\$17,241.00	\$21,550.00	\$21,551.00	\$25,860.00
3	\$10,860.00	\$10,861.00	\$16,289.00	\$16,290.00	\$21,720.00	\$21,721.00	\$27,150.00	\$27,151.00	\$32,580.00
4	\$13,100.00	\$13,101.00	\$19,649.00	\$19,650.00	\$26,200.00	\$26,201.00	\$32,750.00	\$32,751.00	\$39,300.00
5	\$15,340.00	\$15,341.00	\$23,009.00	\$23,010.00	\$30,680.00	\$30,681.00	\$38,350.00	\$38,351.00	\$46,020.00
6	\$17,580.00	\$17,581.00	\$26,369.00	\$26,370.00	\$35,160.00	\$35,161.00	\$43,950.00	\$43,951.00	\$52,740.00
7	\$19,820.00	\$19,821.00	\$29,729.00	\$29,730.00	\$39,640.00	\$39,641.00	\$49,550.00	\$49,551.00	\$59,460.00
8	\$22,060.00	\$22,061.00	\$33,089.00	\$33,090.00	\$44,120.00	\$44,121.00	\$55,150.00	\$55,151.00	\$66,180.00
9	\$24,300.00	\$24,301.00	\$36,449.00	\$36,450.00	\$48,600.00	\$48,601.00	\$60,750.00	\$60,751.00	\$72,900.00
10	\$26,540.00	\$26,541.00	\$39,809.00	\$39,810.00	\$53,080.00	\$53,081.00	\$66,350.00	\$66,351.00	\$79,620.00
11	\$28,780.00	\$28,781.00	\$43,169.00	\$43,170.00	\$57,560.00	\$57,561.00	\$71,950.00	\$71,951.00	\$86,340.00
12	\$31,020.00	\$31,021.00	\$46,529.00	\$46,530.00	\$62,040.00	\$62,041.00	\$77,550.00	\$77,551.00	\$93,060.00
13	\$33,260.00	\$33,261.00	\$49,889.00	\$49,890.00	\$66,520.00	\$66,521.00	\$83,150.00	\$83,151.00	\$99,780.00
14	\$35,500.00	\$35,501.00	\$53,249.00	\$53,250.00	\$71,000.00	\$71,001.00	\$88,750.00	\$88,751.00	\$106,500.00
15	\$37,740.00	\$37,741.00	\$56,609.00	\$56,610.00	\$75,480.00	\$75,481.00	\$94,350.00	\$94,351.00	\$113,220.00
16	\$39,980.00	\$39,981.00	\$59,969.00	\$59,970.00	\$79,960.00	\$79,961.00	\$99,950.00	\$99,951.00	\$119,940.00
17	\$42,220.00	\$42,221.00	\$63,329.00	\$63,330.00	\$84,440.00	\$84,441.00	\$105,550.00	\$105,551.00	\$126,660.00
18	\$44,460.00	\$44,461.00	\$66,689.00	\$66,690.00	\$88,920.00	\$88,921.00	\$111,150.00	\$111,151.00	\$133,380.00
19	\$46,700.00	\$46,701.00	\$70,049.00	\$70,050.00	\$93,400.00	\$93,401.00	\$116,750.00	\$116,751.00	\$140,100.00
20	\$48,940.00	\$48,941.00	\$73,409.00	\$73,410.00	\$97,880.00	\$97,881.00	\$122,350.00	\$122,351.00	\$146,820.00
LIHEAP HOME ENERGY BENEFIT ¹	\$350 to \$600**			\$300 to \$550**		\$250 to \$500**		\$200 to \$450**	

** Additional Assistance if applicant household includes

(1) Elderly	\$75
(2) Disabled	\$75
(3) Applicant with child age 5 or younger	\$100

¹ These benefit levels are effective July 1, 2020

These figures are based upon the 2020 U.S. Department of Health and
Human Services (HHS) Poverty Guidelines published in the Federal Register
on January 17, 2020

ATTACHMENT XV

SOURCES OF INCOME

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) SOURCES OF INCOME EFFECTIVE July 1, 2020	
INCLUDED SOURCES OF INCOME (Includes total annual cash receipts before taxes from all sources)	EXCLUDED SOURCES OF INCOME
1. Money wages and salaries before any deductions 2. Net receipts from non-farm employment (receipts from a person's own unincorporated business, professional enterprise, or partnership, after deductions for business expenses) 3. Net receipts from farm self-employment (receipts from a farm which one operates as an owner, renter, or sharecropper, after deductions for farm operating expenses) 4. <u>REGULAR PAYMENTS FROM:</u> Social Security Railroad retirement Unemployment compensation Strike benefits from union funds Worker's compensation Veteran's payments Public Assistance or Temporary Assistance for Needy Families (TANF), Supplemental Security Income, and non-federally funded General Assistance or General Relief money payments. 5. Payments to foster children age 18 or older received through the Independent Living Program 6. Training stipends 7. Alimony 8. Child Support 9. Social Security Benefit Garnishes for Non-Payment of School Loans. (The total amount of the Social Security Retirement benefit including the garnished deduction must be used when calculating the applicant's income.) 10. Military family allotment or other regular support from a family member or someone not living in the household 11. Private pensions 12. Government employee pensions (including military retirement pay) 13. Regular insurance or annuity payments 14. Educational Assistance: Grants, Fellowships, Assistantships, College or University Scholarships – <u>Only count as income those funds specifically allotted for living expenses</u> 15. Dividends 16. Interest 17. Net rental income 18. Net royalties 19. Periodic receipts from estates or trusts 20. Net gambling or lottery winnings	1. <u>CAPITAL GAINS</u> Any Assets drawn down as withdrawals from a bank, or the sale of property, a house, or a car. 2. Tax Refunds 3. Gifts 4. Loans 5. Lump-sum inheritances 6. One-time insurance payments 7. Foster Care Payments* 8. Compensation for injury 9. Combat zone pay to the military 10. Adoption Subsidies 11. Reverse Mortgage Payments 12. <u>NON-CASH BENEFITS</u> (a) Employer-paid or union paid portion of health insurance or other employee benefits (b) Food or housing received in lieu of wages (c) The value of food and fuel produced and consumed on farms. (d) The imputed value of rent from owner-occupied non-farm or farm housing. (e) Federal non-cash benefit programs such as Medicare, Medicaid, Food Stamps, school lunches, and housing assistance. 13. Supplemental Security Income (SSI) benefits cannot be garnished for any reason <u>unless</u> a recipient received an overpayment of benefits. The total amount of the SSI benefit minus the garnished deduction for recoupment must be used when calculating the applicant's income. *Persons whose cost of residence is paid through a foster care or residential program administered by the state <u>cannot</u> be counted as household members.

EHEAP APPLICATION AND ELIGIBILITY WORKSHEET

Section One: Applicant (Aged 60 and older) Information			
Name: (First, M, Last)		☐ Heating Season ☐ Cooling Season	
Date of birth:	Age:	SSN:	
Service address:			
City:	Florida County:	ZIP Code:	
Sex: ☐ Male ☐ Female	Number of people in the household:	Phone:	
Marital Status: ☐ Married ☐ Partnered ☐ Single ☐ Separated ☐ Divorced ☐ Widowed			
Race: ☐ White ☐ Black/African American ☐ Asian ☐ Native Hawaiian/Pacific Islander ☐ American Indian/Alaska Native ☐ Other			
Ethnicity: ☐ Hispanic/Latino ☐ Other		Primary Language: ☐ English ☐ Spanish ☐ Other _____	
Does client have limited ability reading, writing, speaking, or understanding the English language? ☐ Yes ☐ No			
Is the client a veteran? ☐ Yes ☐ No		Was client referred to the local Veteran's Affairs office? ☐ Yes ☐ No ☐ N/A	
Applicant's income type(s):		Applicant's monthly income amount:	
Section Two: Additional Household Members Information			
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Section Three: Household Characteristics			
Is there a child 5 years of age or younger in the household? ☐ Yes ☐ No If Yes, select all that applies: ☐ 0-2 years old ☐ 3-5 years old			
Is there an individual with a disability in the household? ☐ Yes ☐ No			
Is the applicant a U.S. citizen or an alien lawfully admitted for permanent residence? ☐ Yes ☐ No			
Is the applicant a homeowner? ☐ Yes ☐ No			
Does applicant live in government subsidized housing, such as Section 8? ☐ Yes ☐ No If yes, provide the complex name: _____ If yes, does the household receive an energy subsidy? ☐ Yes ☐ No			
Does applicant live in a student dormitory, adult family care home, or any kind of group living facility? ☐ Yes ☐ No If yes, provide the facility name: _____			
Section Four: Heating and Cooling Information			
Have you or any member of your household received energy assistance in the current season? ☐ Yes ☐ No If yes, provide the name of Agency: _____ Type of Assistance: ☐ Crisis ☐ Home Energy ☐ Weather-Related Date: _____			
What is the primary source of home heating? (select one) ☐ Electricity ☐ Natural Gas ☐ Propane ☐ Wood/Coal ☐ Refillable Fuels			

Date Stamp

Intake worker's name:

Phone:

Does household use supplemental heating source? ☐ Electricity ☐ Wood/Coal ☐ N/A	
Air conditioning unit type? ☐ Central A/C ☐ Window/Wall A/C ☐ Fans ☐ Other – specify (including evaporative cooler) _____	
Section Five: Energy Crisis Explanation	Client Attestation and Signature
☐ Home cooling or heating energy source has been disconnected. <i>(Life-Threatening)</i>	The information provided on this application, is to the best of my knowledge, true and complete. I understand that priority in providing assistance will be given to those households with the lowest income and greatest need, i.e. those households in which the elderly, disabled, medically needy, or children reside. I authorize the agency to make benefit payments directly to my energy supplier. I am aware that after I have provided all the information requested to determine my eligibility, if I am applying for crisis assistance, the agency has 18 hours to act upon my application with an eligible action. I am also aware that if I am not approved or denied within the time allowed, or not approved for the correct amount, I have a right to appeal the decision. (If you sign with an "X" two witnesses are required.) Client Signature: _____ Date: _____
☐ Unable to get delivery of fuel, is out of fuel, or is in danger of being out of fuel for heating. <i>(Life-Threatening)</i>	
☐ Other problems with lack of cooling or heating in the home, such as needing to pay a deposit, repair of equipment, or interim emergency measure to avoid further crisis. <i>(Life-Threatening)</i>	
☐ Notified that the energy source for cooling or heating is going to be disconnected. <i>(Standard)</i>	
☐ Received a notice indicating the energy source bill is delinquent or past due. <i>(Standard)</i>	
☐ Has an energy source bill for which the due date has lapsed. <i>(Standard)</i>	

ALL CLIENTS SHOULD SIGN THE WAIVER, AUTHORIZING THE RELEASE OF GENERAL AND/OR CONFIDENTIAL INFORMATION FOR LIHEAP/EHEAP FEDERAL REPORTING.

Emergency Home Energy Assistance for the Elderly Program - Eligibility Worksheet

Section Six: Income Eligibility Determination

Annualize all household income.	Staple calculator tape here showing income calculations or write calculations in this space.	Poverty Guidelines effective 07/01/2020. Select the annual income limit by household size: <table border="1"> <thead> <tr> <th></th> <th>150% of Poverty</th> <th>50% of Poverty</th> </tr> </thead> <tbody> <tr> <td>☐ 1.....</td> <td>\$19,140</td> <td>\$ 6,380</td> </tr> <tr> <td>☐ 2.....</td> <td>\$25,860</td> <td>\$ 8,620</td> </tr> <tr> <td>☐ 3.....</td> <td>\$32,580</td> <td>\$10,860</td> </tr> <tr> <td>☐ 4.....</td> <td>\$39,300</td> <td>\$13,100</td> </tr> <tr> <td>☐ 5.....</td> <td>\$46,020</td> <td>\$15,340</td> </tr> <tr> <td>☐ 6.....</td> <td>\$52,740</td> <td>\$17,580</td> </tr> <tr> <td>☐ 7.....</td> <td>\$59,460</td> <td>\$19,820</td> </tr> <tr> <td>☐ 8.....</td> <td>\$66,180</td> <td>\$22,060</td> </tr> </tbody> </table> (Add \$6,720 for each additional member of family unit with more than 8 members.)		150% of Poverty	50% of Poverty	☐ 1.....	\$19,140	\$ 6,380	☐ 2.....	\$25,860	\$ 8,620	☐ 3.....	\$32,580	\$10,860	☐ 4.....	\$39,300	\$13,100	☐ 5.....	\$46,020	\$15,340	☐ 6.....	\$52,740	\$17,580	☐ 7.....	\$59,460	\$19,820	☐ 8.....	\$66,180	\$22,060
		150% of Poverty	50% of Poverty																										
☐ 1.....		\$19,140	\$ 6,380																										
☐ 2.....		\$25,860	\$ 8,620																										
☐ 3.....		\$32,580	\$10,860																										
☐ 4.....	\$39,300	\$13,100																											
☐ 5.....	\$46,020	\$15,340																											
☐ 6.....	\$52,740	\$17,580																											
☐ 7.....	\$59,460	\$19,820																											
☐ 8.....	\$66,180	\$22,060																											
1. Add all gross monthly earned and unearned income from the past 30 days of all household members.																													
2. Add Medicare Premium (\$148.50), if not included in SSA amount.																													
3. Add Medicare Part D, if applicable.																													
4. To annualize, multiply the monthly total by 12 months.																													
Annual Household Income																													
\$ _____																													
☐ Categorically Eligible If the total annual household income is less than 50% of the current Federal Poverty Guidelines for household size (using chart above), and no one in the household is receiving SNAP assistance, the applicant must provide a signed statement of how basic living expenses (i.e., food, shelter and transportation) are provided for the household.																													

Section Seven: Vendor, Benefit, and Verification Information

Energy Vendor #1 Name: _____		Other Vendor #1 Name: _____		Contact made with LIHEAP provider to verify previous crisis assistance. Contact Person: _____ Date of contact: _____ Has the applicant received LIHEAP crisis assistance during the current season? ☐ Yes ☐ No
Account Number: _____		Account/Voucher Number: _____ Date: _____		
Minimum Amount Due: _____		Amount Due: _____		
Verification and Commitment Contact Person: _____ Date: _____		☐ Blanket ☐ Repair Existing Heating or Cooling Equipment ☐ Portable Fan ☐ Emergency Shelter ☐ Space Heater ☐ Other ☐ Window A/C		If the minimum amount due is more than the past due amount, did the energy vendor verify that this amount is required? ☐ Yes ☐ No ☐ N/A
Energy Vendor #2 Name: _____		Other Vendor #2 Name: _____		
Account Number: _____		Account/Voucher Number: _____ Date: _____		
Minimum Amount Due: _____		Amount Due: _____		If the minimum amount due to resolve the crisis is more than the maximum allowed, explain how the balance of the amount due will be paid if approved for EHEAP crisis assistance. _____ _____ _____
Verification and Commitment Contact Person: _____ Date: _____		☐ Blanket ☐ Repair Existing Heating or Cooling Equipment ☐ Portable Fan ☐ Emergency Shelter ☐ Space Heater ☐ Other ☐ Window A/C		
(1) Total Energy Vendors	\$ _____	(4) Total Other Vendors	\$ _____	Is the name on the fuel bill that of the applicants? ☐ Yes ☐ No If no, provide name on bill: _____
(2) Energy Subsidy	\$ _____	Total EHEAP Benefit Add Total Energy Vendor (4) & Total Other Vendor (4)	\$ _____	
(3) Water, Sewer, Garbage, Fire, etc.	\$ _____			
(4) Deduct (2&3) from (1)	\$ _____			

Section Eight: Weatherization Assistance Program (WAP) Referral

If the applicant is a homeowner, has he/she received more than three LIHEAP or EHEAP benefits in the last 18 months? ☐ Yes ☐ No ☐ N/A
If the answer to the previous question is "yes", was the applicant referred to WAP? ☐ Yes ☐ No ☐ N/A
If the answer to the last question is "no", explain: _____

Section Nine: Resolution of Crisis

Resolution of the Heating/Cooling Energy Crisis occurred within 18/48 hours, by the following eligible action(s): (Select all that apply)	
☐ Approval of application	☐ EHEAP benefit prevented disconnection
☐ Commitment made to vendor	☐ EHEAP benefit restored energy already disconnected
☐ Denial of Application, pending additional information	☐ Yes, client signed waiver
☐ Denial of Application, ineligible	☐ No, client refused to sign waiver
☐ Written referral and assistance to access other community resources	
Case Worker Signature	Approval Signature
<u>I have determined the eligibility of the applicant.</u> I am not the applicant, nor	The application and eligibility determination must be reviewed for errors and
Case Worker's Name:	Supervisor/Peer's Name:
Case Worker's Signature:	Supervisor/Peer's Signature:
Date:	Date:
Agency Name:	Agency Name:

DOEA Form 114 – 4/1/2021

ATTACHMENT XVII

EHEAP APPLICATION AND ELIGIBILITY INSTRUCTIONS**EHEAP Application Instructions****Section One: Applicant (Age 60 and older) Information**

Complete Section One in its entirety.

Special notes:

- ✓ The Date Stamp is the official application date;
- ✓ The Intake Worker (with name and phone number recorded) is the person who accepts the application and required documentation;
- ✓ The applicant's income type(s) and monthly income amount is recorded in this section, and
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Two: Additional Household Members Information

Complete Section Two by listing additional household members and providing the information requested.

Special notes:

- ✓ At a minimum, the name(s), age(s), and Social Security number(s) of each additional household member is required;
- ✓ You will be attaching a calculator tape of the household's income calculations in the section provided on the EHEAP Eligibility Worksheet; and
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Three: Household Characteristics

Complete Section Three by answering each "Yes" or "No" question and providing additional information if applicable.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Four: Heating and Cooling Information

Complete Section Four by answering each question.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Five: Energy Crisis Explanation

Section Five is completed by choosing the best possible explanation for the applicant's crisis and obtaining their signature and date of signature.

Special note:

- ✓ *If energy crisis is life-threatening, provide crisis resolution within 18 hours.*
- ✓ *If energy crisis is non-life-threatening, provide crisis resolution within 48 hours.*
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Client Attestation and Signature

The applicant should read the attestation statement. If the applicant is unable to read the attestation statement, the intake worker should read it to them before they sign and date the application.

At this point, the intake worker should have the applicant sign the waiver authorizing the release of general and/or confidential information for LIHEAP/EHEAP federal reporting. CIRTIS will require you to verify that either the waiver has been signed or that the client has refused to sign.

EHEAP Eligibility Worksheet Instructions**Section Six: Income Eligibility Determination**

Complete Section Six by stapling the calculator tape in the space provided, entering the annual income, and checking the appropriate number of individuals in the household to determine the household annual income limit.

Special notes:

- ✓ If the applicant is over-income and received TANF, SSI, or SNAP, check the categorical eligibility box and include the appropriate documentation in client file.
- ✓ Adjacent to the annual income limit by household size is the fifty percent (50%) of poverty amount by household size. If the annual household income is below the amount for the household size, AND the household does not receive SNAP, the applicant must provide a written statement of how basic living expenses are provided for the household.
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Seven: Vendor, Benefit, and Verification Information

Complete Section Seven by completing in its entirety.

Special notes:

- ✓ The minimum amount due is the amount provided to you during the verification process with the home energy vendor.
- ✓ For those applicants receiving an energy subsidy, the minimum amount due will be reduced by the energy subsidy amount listed on the applicant's public housing lease to determine the total EHEAP benefit. The energy subsidy is deducted from home energy vendor payments only.
- ✓ Water, sewer, garbage, and fire, etc. MAY NOT be paid with EHEAP funds. Utility bills that include charges that are not directly related to cooling and heating will be reduced by the amounts for these charges.
- ✓ Charges incurred due to illegal activities, such as a worthless check or meter tampering, MAY NOT be paid with EHEAP funds.
- ✓ It is allowable to make several crisis benefit payments for a household to resolve a single crisis. This may include the purchase of blankets, portable fans, space heaters, and/or repair of existing heating/cooling equipment, in addition to energy bill assistance.
- ✓ Crisis situations that involve a heater or air conditioner that is powered by both gas and electricity are eligible for a crisis benefit payment to both home energy vendors.
- ✓ Allowable utility categories for heating/cooling bill assistance include the following:
 - Utility payments for heating/cooling bill assistance for electric, gas, propane, wood, coal, or refillable fuels;
 - Temporary emergency shelter (if needed due to energy-related crisis);
 - Payment to landlords (when utility costs are included in rent);
 - Repairs or replacements to heating/cooling units (as long as the amount is within the benefit limits and work is done by a licensed contractor);
 - Deposits to connect or restore energy;
 - Late fees, disconnect fees, and reconnect fees;
 - Charges from a previous account held by the applicant that is now closed;
 - Blankets and fans;
 - Taxes and fees associated with the client's utility bill towards the energy portion. In some cases, where the utility vendor combines all the other fees and taxes, which also includes non-home energy services, such taxes and fees can be paid with EHEAP funding. Example: In a case where

heating and cooling taxes are commingled with other service taxes, proceed with paying the taxes portion of the bill.

- Other allowable payments are those related to the start-up of services, including reasonable connection or reconnection fees, delivery fees, deposits, and other fees related to the start-up of service.

✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Eight: Weatherization Assistance Program (WAP) Referral

Complete Section Eight in its entirety.

Special notes:

- ✓ When determining the number of LIHEAP or EHEAP crisis benefits the applicant has had, you will include the current application in the count, provided the application is approved. Refer back to Section Seven, to the information obtained from the LIHEAP provider.

✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Nine: Resolution of Crisis

Complete Section Nine by selecting all that applies to this applicant and application for services.

Special notes:

- ✓ The left-hand selections indicate that the application has been acted upon within the 18-hour or 48-hour requirement.
- ✓ If the selection is made to deny the application pending additional information from the client, the 18-hour or 48-hour requirement has been met and does not repeat itself when the client returns with the pending information. You have already met the requirement.

✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Case Worker Signature

To complete this section, the individual who completes the EHEAP Eligibility Worksheet, determines income eligibility, and provides the commitment to the utility vendor must sign and complete the requested information.

Special note:

- ✓ If you are the applicant, or a friend, relative, or employee of the applicant, you cannot determine the eligibility or award EHEAP benefits. This application must be processed by someone who is not the applicant or a friend, relative, or employee of the applicant.

Approval Signature

To complete this section, the signer is attesting that he/she has reviewed the application for completeness, determined that all required documentation is included, and verified that the annual household income calculation and EHEAP benefit awarded are correct.

EHEAP CLIENT FILE CONTENT CHECKLIST

PROGRAM REQUIREMENTS MONITORED				Yes	No	N/A	COMMENTS
1.	Individual client file for the elder includes consumer's name, address, sex, and age.						
2.	Household contains a member 60 or older.						
3.	The household is in the Florida county covered by the contract.						
4.	All household members are listed and their name, age, DOB, and income(s) are included.						
5.	Client file contains documentation of Social Security numbers for all household members, or citation to the applicable exemption.						
6.	Client file contains signed notice regarding collection of social security number(s).						
7.	The client file contains official income documents for all household members and TANF, SSI, or SNAP documentation, if categorically eligible.						
8.	If income is self-declared, is there a self-declaration form signed by each individual household member (18 years of age or older) lacking income verification or claiming zero income?						
9.	The household's total gross income is calculated correctly and is at or below 150% of the OMB Federal Poverty Level for the household size, or the household is determined categorically eligible.						
10.	Statement of how basic living expenses (i.e., food, shelter and transportation) are being provided if total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance.						
11.	Checked that elder does not live in student dormitory, adult family care home, or any kind of group living facility.						
12.	Verified and documented household has not received LIHEAP Crisis Assistance during the same heating or cooling season.						
13.	Documentation of Weatherization Assistance Program (WAP) referral, if applicable.						
14.	Copies of fuel bills, or other supporting documentation as proof of energy crisis, for the residence in which they reside.						
15.	Signed copy of Authorization for Release of General and/or Confidential Information.						
16.	Only eligible components of the utility bill are paid to resolve the crisis.						
17.	Only the minimum necessary to resolve the crisis is paid. If a different amount is required by the utility company, provide additional information on the Eligibility Worksheet.						
18.	Crisis energy benefit was reduced by unallowable charges, such as: water, sewer, garbage, and fire, etc., if applicable.						
19.	Crisis energy benefit was reduced by energy subsidy, if applicable.						
20.	Energy crisis resolved within 18 or 48 hours by an eligible action.						
21.	Written notice of approval or denial for services that includes appeal procedures is issued within 15 working days of eligibility determination.						
22.	Appropriate benefit provided.						
23.	All required sections of the application are signed and dated by the elder, staff, and supervisory/peer PRIOR to payment.						
24.	Proof of payment to vendor.						
25.	Place completed DOEA Form 211 in client file.						

INSTRUCTIONS: A check mark in the Yes column indicates the requirement has been met. A check mark in the No column indicates the requirement has not been met or is questionable. Each "No" mark must be explained under "COMMENTS".

Supervisor/Peer Signature

Consumer File Monitoring Date

ATTACHMENT XIX

EHEAP COST REIMBURSEMENT SUMMARY

Provider: _____ Contract # _____
Report Period: _____

Budget	Line Item	Description	Ck #, D.D., EFT	Amount
Administration				
		TOTAL ADMINISTRATION		\$ -
Outreach				
		TOTAL OUTREACH		\$ -

Ck #, D.D., EFT = Check #, Direct Deposit or Electronic Funds Transfer

#	Client CIRT ID:	Utility account # or Service Provided*	Amount Paid
1			
2			
3			
4			
5			
6			
7			
8			

TOTAL \$0.00

of applications pg.1: 0

* Please write utility company acct #, purchase of blankets, portable heaters or fans, repairs of heating or cooling equipment.

ATTACHMENT XX

RECIPENT INFORMATION

FEDERAL YEAR: CONTRACT PERIOD: _____

I. PLANNING & SERVICE AREA:

II. CONTRACT NUMBER:

CONTRACT AMOUNT:

III. COUNTIES TO BE SERVED:

IV. GENERAL ADMINISTRATIVE INFORMATION

a. Recipient:

Recipient Address:

Telephone:

Fax:

Website:

b. Executive Director or Chief Administrator:

Telephone:

Email Address:

c. President/Chairman of the Board:

Name:

Address:

Telephone:

Fax:

Email Address:

d. Program Contacts:

Name:

Title:

Telephone:

Email Address:

Name:

Title:

Telephone:

Email Address:

e. Fiscal Contacts:

Name:

Title:

Telephone:

Email Address:

Name:

Title:

Telephone:

Email Address:

f. Person(s) authorized to sign reports and/or contracts:

g. Agency's FEID Number:

Agency's DUNS #

h. AUDIT DUE DATE: Audit(s) are due by the end of the Ninth month following the end of the agency's fiscal year.

Recipient Fiscal Year:

thru

Audit Due to Council:



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1409

Agenda Date: 8/16/2022

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, authorizing the filing of the Local Government Funding Request for Fiscal Year 2023/2024 with the Florida Department of Environmental Protection for projects to mitigate beach erosion in Deerfield Beach; authorizing projects for which funding is requested; authorizing City's ability to serve as a local sponsor; authorizing City's ability to fund the appropriate local share of projects; approving City's funding source; 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 City of Deerfield Beach manages several coastal projects along their shoreline, which require planning and budgeting for existing and future projects. In order to qualify and obtain State cost sharing and reimbursement funds, the City must demonstrate eligibility and financial need, which is done through application and/or documentation. Specifically, the Local Government Funding Request (the "LGFR") is required of all Florida coastal protection projects on an annual basis to determine project ranking for funding allocation. This year's application includes a request for reimbursement for the proposed upcoming joint beach nourishment project with the Town of Hillsboro Beach.

Recommendation

City Staff recommends the approval of this Resolution with the understanding that most, if not all projects, will require upfront costs with the anticipation of receiving some reimbursement from this State Program.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE FILING OF THE LOCAL GOVERNMENT FUNDING REQUEST FOR FISCAL YEAR 2023/2024 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR PROJECTS TO MITIGATE BEACH EROSION IN DEERFIELD BEACH; AUTHORIZING PROJECTS FOR WHICH FUNDING IS REQUESTED; AUTHORIZING CITY'S ABILITY TO SERVE AS A LOCAL SPONSOR; AUTHORIZING CITY'S ABILITY TO FUND THE APPROPRIATE LOCAL SHARE OF PROJECTS; APPROVING CITY'S FUNDING SOURCE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Deerfield manages several coastal projects along their shoreline, which require planning and budgeting for existing and future projects; and

WHEREAS, in order to qualify and obtain State cost sharing and reimbursement funds, the City must demonstrate eligibility and financial need, which is done through application and/or documentation; and

WHEREAS, the Local Government Funding Request ("LGFR") is required of all Florida coastal protection projects on an annual basis to determine project ranking for funding allocation; and

WHEREAS, Staff recommends approval of this Resolution to authorize filing of the LGFR for fiscal year 2023/2024 with the Florida Department of Environmental Protection ("FDEP"), to authorize projects for which funding is requested, to authorize the city to fund the appropriate local share of projects, and to approve the City's funding source, with the understanding that most, if not all projects, will require upfront costs with the anticipation of receiving some reimbursement from this program with FDEP.

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 hereof.

Section 2. The City Commission approves application for the LGFR for fiscal year 2023/2024 with the FDEP.

Section 3. The City Commission authorizes projects for which funding is requested in connection with the LGFR.

Section 4. The City Commission authorizes the City to fund the appropriate local share of projects in connection with the LGFR.

Section 5. The City Commission approves the City's identification of funding sources in connection with the LGFR.

Section 6. The appropriate City officials are authorized to do all things necessary to carry out the items of this Resolution.

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



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PART I: GENERAL INFORMATION

Local Sponsor	City of Deerfield Beach		
Federal ID Number (FEID)	59-60000305		
Primary Contact Name	Patrick Bardes	Title	Coastal & Waterway Coordinator
Mailing Address Line 1	401 SW 4th Street		
Mailing Address Line 2			
City	Deerfield Beach	Zip Code	33441
		Telephone Number	954-480-1426
Email Address	pbardes@deerfield-beach.com		

Additional Contact Information

The City of Deerfield Beach has retained the professional services of Coastal Protection Engineering (CPE) to assist with technical aspects of this funding request. The point of contact at CPE is:

Tara Brenner, PG, PE
631-896-9137
tbrenner@coastalprotectioneng.com

PART II: CERTIFICATION

I hereby certify that all information provided with this application is true and complete to the best of my knowledge.

Signature of Local Sponsor

Electronic or scanned signatures accepted.

Printed Name

Patrick Bardes

Date



Beach Management Funding Assistance Program
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PART III: EVALUATION CRITERIA

1. Project Name: (as listed in the Strategic Beach Management Plan)

Hillsboro Beach Nourishment Project

2. Project Description: Include county, location with reference to DEP range monuments, brief project history, and description of proposed activities.

The Hillsboro Beach Nourishment Project has placed approximately 1.4 million cubic yards (cy) of beach compatible sand within approximately 7,000 ft of shoreline in the Town of Hillsboro Beach and the City of Deerfield Beach since 1972. Placement has occurred in different sections of beach between R-monuments 6 and 12. Large scale dredging projects occurred in 1972 (360,000 cy), 1998 (555,000 cy), and 2011 (339,000 cy). Smaller scale truck haul projects have occurred in 2008 (10,000 cy), 2015 (45,000 cy), 2018 (34,000 cy), and 2020 (69,000 cy).

In 2020, two municipalities within Broward County approved a settlement agreement to settle the litigation of Town of Hillsboro Beach vs. City of Deerfield Beach regarding beach management (provided as Attachment 2 to this application). This funding request is to support the first project to be constructed as part of this settlement agreement. The municipalities are planning for a joint nourishment project to place sand from R-5+350 in Deerfield Beach to R-9 in Hillsboro Beach.

The 2022/2023 Settlement Agreement Area Nourishment, aims to place sand throughout the full settlement area (R-5+350 to R-9). Material may come from multiple sand sources (Boca Raton ebb shoal and/or permitted upland sand sources) and could require construction in phases. Funds are being requested to support construction activities and design tasks to support future implementation of the settlement agreement.

The 2022/2023 project is currently estimated to be a 220,000 cy nourishment event to be constructed outside of sea turtle nesting season. Additional construction funds are requested for FY22/23 within the Schedule and Budget table to address increased construction costs estimated for the upcoming project if constructed entirely by truck hauling methods using upland sand sources and in consideration of ongoing industry issues associated with inflation, market fluctuations, and related cost implications.

Design funds are requested for FY23/24 within the Schedule and Budget table to perform preliminary engineering for the next renourishment event, currently planned for 2027/2028 subject to further planning, engineering and project monitoring. A feasibility study has been performed previously by the City of Deerfield Beach for the City's beaches and, likewise, the Town of Hillsboro Beach is in the process of completing a separate study for the Town's beaches. The aim of the upcoming preliminary engineering study being requested herein will be to merge and build upon these feasibility studies for joint implementation of the Settlement Agreement and regional sand management to include the inlets north (Boca Raton Inlet) and south (Hillsboro Inlet) of the project area.

The following are provided attached to this application:

- Attachment 1 - Project Area Maps (as requested in question #4)
- Attachment 2 - Settlement Agreement
- Attachment 3 - Hillsboro Beach Draft Resolution
- Attachment 4 - Deerfield Beach Fiscal Plan
- Attachment 5 - Excerpt from Hillsboro Beach Annual Budget
- Attachment 6 - Lighting Ordinance (City of Deerfield Beach)
- Attachment 7 - Lighting Ordinance (Town of Hillsboro Beach)
- Attachment 8 - FEMA PW - Hurricane Matthew (City of Deerfield Beach)
- Attachment 9 - FEMA PW - Hurricane Dorian (Town of Hillsboro Beach)
- Attachment 10 - 2021 Property Values (as requested in question #4)



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3. Use of Requested Program Funds: Provide a brief description of tasks to be completed in each requested phase (Feasibility, Design, Construction, Monitoring, or USACE Multiphase). Indicate which tasks are cost reimbursement from previous fiscal years.

CONSTRUCTION: Additional construction funds requested for construction and related professional services for 2022/2023 nourishment event in addition to previous funds requested in FY22/23 LGFR.

DESIGN: Preliminary engineering for future implementation of the settlement agreement.

MONITORING: Post-construction monitoring of Settlement Agreement 2022/2023 project to include: physical monitoring, environmental monitoring, and tilling.

4. Map: Provide as an attachment. The map(s) of the project area must be formatted at a minimum of 1" = 200' scale and include a compass rose and legend.

Map elements must include:

1. **Project boundary:** DEP reference monuments and shoreline designated as critically eroded
2. **Eligibility:** Indicate lengths of eligible shoreline based on criteria outlined in Chapter 62B-36.007, F.A.C.
 - a. **Beach access locations:** indicate primary or secondary access, and include the shoreline length, number and location of auto parking spaces, mass transit stops, bike parking spaces, and public restroom facilities within 1/4 mile walking distance of each access
 - b. **Public lodging establishments:** include the length fronting the project shoreline, and include the length of street-side frontage for lodging within 1/4 mile walking distance of a secondary beach access location
3. **Recreational benefits:** Comprehensive list of current land use designations of properties fronting the project shoreline
4. **Value of upland property:** Include one-quarter mile buffer and provide a comprehensive list of the values of properties (data from year 2021) that are enclosed or intersected by the buffer. The 2021 property value tax roll data and ArcGIS shapefiles can be obtained from the Department of Revenue website: https://floridarevenue.com/property/Pages/DataPortal_RequestAssessmentRollGISData.aspx. See Guidance Document for more information.

5. Project length: Total restored project length (in feet) of the critically eroded area (as listed in the Strategic Beach Management Plan).

Settlement Area 3,700 ft (Full Hillsboro Beach Nourishment Project 16,896 ft)



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6. Eligibility: Required for all beach projects pursuant to Chapter 62B-36.007, F.A.C. Provide as a separate attachment, if needed.

- Location/Access Name: Use the official name of the park or road that is associated with the public access.
- DEP Reference Monument: Use the DEP monument that is closest to the main public access location.
- Type of Access: Indicate Primary or Secondary beach access in accordance with the definitions in Chapter 62B-36, F.A.C.
- Width of Access/Frontage: The length of the legal boundary (in feet) of the public access or lodging along the beach project shoreline. For public lodging establishments that do not front the beach, indicate the street-side length of the legal property boundary (in feet) that is used as the main access to the establishment.
- Number of Eligible Units: A unit is defined as one automobile parking space, one rental unit in a public lodging establishment, one mass transit stop, or four bicycle parking spots.
- Additional Width from Eligible Units: Total distance (feet) added to the Width of Access/Frontage. If there are multiple types of eligibility units used for this calculation, show the calculation separately for each.
- Total Eligible Shoreline: Sum of the Width of Access/Frontage and Additional Width from Eligible Units columns. Eligible shorelines cannot overlap.
- Website Link for DBPR License: Provide the link to the Department of Business and Professional Regulation (DBPR) website for proof of licensure for any public lodging establishments used for eligibility or the Recreational Benefits ranking criteria.

Location/ Access Name	DEP Reference Monument	Type of Access	Width of Access/ Frontage (ft)	Number of Eligible Units	Additional Width from Eligible Units (ft)	Total Eligible Shoreline (ft)	Website Link for DBPR License
South Beach - SE 6th St to SE ⁺	R-5.3 to R-6.7	Primary	1430	318	16,790	6,710	
The Emerald Seas	R-1.1	Secondary	200	overlap	overlap	0	<a href="https://www.myflorida<sup>+</sup>">https:// www.myflorida⁺
Berkshire Beach Club	R-1.2	Secondary	100	overlap	overlap	0	<a href="https://www.myflorida<sup>+</sup>">https:// www.myflorida⁺
Wyndham Hotel	R-2.9	Secondary	269	overlap	overlap	0	<a href="https://www.myflorida<sup>+</sup>">https:// www.myflorida⁺
Royal Blues Hotel	R-3.3	Secondary	125	overlap	overlap	0	<a href="https://www.myflorida<sup>+</sup>">https:// www.myflorida⁺
Ashley Brooke Resort	R-5.6	Secondary	100	overlap	overlap	0	<a href="https://www.myflorida<sup>+</sup>">https:// www.myflorida⁺
Ocean Villas	R-5.7	Secondary	100	overlap	overlap	0	<a href="https://www.myflorida<sup>+</sup>">https:// www.myflorida⁺
Ocean Pearl	R-6.1	Secondary	58	overlap	overlap	0	<a href="https://www.myflorida<sup>+</sup>">https:// www.myflorida⁺
Embassy Suites	R-6.5	Secondary	367	overlap	overlap	0	<a href="https://www.myflorida<sup>+</sup>">https:// www.myflorida⁺



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7. Schedule and Budget: Provide as a separate attachment, if needed. Clearly indicate project phase: Feasibility (F), Design (D), Construction (C), Monitoring (M), or USACE Multiphase (USACE). Include the year of post-construction monitoring in the description.

- **Cost Reimbursement:** Specify eligible costs incurred during the three years prior to the current application's fiscal year that are not in a current DEP agreement and have not been reimbursed (this includes fiscal years 20/21, 21/22, and 22/23). Eligible costs will be added to the current funding request.
- **Current and Future Costs:** Specify eligible costs for the current application's fiscal year that are not in a current DEP agreement and have not been reimbursed as well as the estimated costs for the next 4 years. Note: If Construction costs are requested in the current fiscal year, then the Year 1 Post-Construction Monitoring costs will be added to the current funding request.

Fiscal Year	Project Phase	Description	Federal Cost	State Cost	Local Cost	Total Cost
20/21						
20/21						
20/21						
21/22						
21/22						
21/22						
22/23	Construction	Settlement Agreement 2022/23 Project: Additional Funds for Construction	1,880,894	4,222,053	4,222,053	10,325,000
22/23						
22/23						
23/24	Design	Preliminary Engineering	0	100,000	100,000	200,000
23/24						
23/24						
24/25	Monitoring	Post-Construction Monitoring	0	92,500	92,500	185,000
24/25						
24/25						



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Fiscal Year	Project Phase	Description	Federal Cost	State Cost	Local Cost	Total Cost
25/26	Monitoring	Post-Construction Monitoring	0	95,500	95,500	191,000
25/26	Design	Engineering and Permitting	0	150,000	150,000	300,000
25/26						
26/27	Monitoring	Post-Construction Monitoring	0	98,500	98,500	197,000
26/27						
26/27						
27/28	Design	Permitting & Pre-Construction Tasks	0	100,000	100,000	200,000
27/28	Construction	Settlement Agreement Area Renourishment	0	8,000,000	8,000,000	16,000,000
27/28						

8. Tourism-related impacts: Criteria is calculated by the Department using 2021 data. For reference, tax data can be obtained from the Department of Revenue website: https://floridarevenue.com/taxes/pages/colls_from_7_2003.aspx. See Guidance Document for more information.

- ☒ Current funding request includes construction and year one post-construction monitoring
☐ Project is managed by two or more counties

Additional comments

9. Federal involvement: The documentation to verify authorization, federal cost share percentage, and status of funding award must be provided with the application materials for the award of points.

Is the project Federally authorized by the USACE?

No

Authorization Year:

Expiration Year:

Does this project have a signed USACE Chief's report or Civil Works Congressional authorization for the requested phase?

No

USACE federal cost share percentage for this project (excluding FCCE):

0



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Select all that apply for the requested project phase(s) and include documentation with application materials.

- ☐ Executed USACE project agreement
☐ Included in USACE work plan
☒ Approved FEMA Project Worksheet
☐ Included in Congressional Appropriations Act
☐ Other documentation:

10. Storm damage reduction benefits: Criteria is calculated by the Department.

What is the volume (cy) of advanced nourishment lost since the last sand placement event of a beach restoration or nourishment project as measured above the Mean High Water contour? Data should be consistent with the annual post-construction monitoring reports.

For restoration projects, what is the historical erosion rate?

-1.03 ft/yr (source: Long Range Beach Renourishment Plan for Hillsboro Beach, CSI 1997)

11. Cost effectiveness: Criteria is calculated by the Department. A project design analysis and supporting documentation must be provided with the application materials for the award of points. See Guidance Document for more information.

What is the proposed sand placement volume (cy)?

What is the nourishment interval (years)?

Select all that apply for the current project funding request:

- ☐ Enhanced longevity: Propose structural or design components that could extend the beach nourishment interval
☐ Dune addition: Incorporate new or enhanced dune structures or new or existing dune restoration and revegetation projects
☐ Innovative technology: Propose innovative technologies designed to reduce project costs
☒ Regionalization: Two or more local sponsors manage projects together or projects propose regional sediment management strategies to conserve sand resources or reduce project costs

Additional comments for storm damage reduction benefits and cost effectiveness

There are two local sponsor for this project (City of Deerfield Beach and Town of Hillsboro Beach) who are committed to this project construction through their 2020 settlement agreement provided as Attachment 2.



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12. Previous state commitment

Has the Department previously reviewed, approved, and cost-shared on a feasibility or design phase for this project?

Has the current proposed project phase(s) received a partial state appropriation within 3 years of phase completion?

Additional comments

13. Accessible beach area: Criteria is calculated by the Department. Provide additional information for consideration.

Describe the landward and seaward edge of the accessible beach width

Provide the project boundaries (R-monuments)

Provide citations of reference sources

14. Recreational benefits: Provide the percentage of linear footage within the project boundaries which is zoned recreational or open space; for commercial use; or to allow for public lodging establishment, or the equivalent. Provide additional documentation and DBPR website link in a separate attachment, if needed.

Project boundaries = 3700 ft.
Private development (Hillsboro) = 1700 ft

15. Mitigation of inlet effects: Criteria is calculated by the Department.

Additional comments

16. Successive unfunded requests

Is the current proposed project phase(s) a successive, unfunded request? If so, how many years of successive request(s) is the current application?

Does the successive request add the construction phase?



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17. Environmental habitat enhancement: Criteria is calculated by the Department. See Guidance Document for more information.

Is the project within a designated critical habitat area for threatened or endangered species that is subject to extensive shoreline armoring?

Is the project within a non-designated area where extensive shoreline armoring threatens the habitat of threatened or endangered species?

If yes to either of the above, does the project exceed best management practices to incorporate turtle-friendly designs and management strategies to protect resources or benefit critical habitat preservation?

Provide an explanation and supporting documentation for the strategies which exceed best management practices

The City and Town have adopted lighting ordinances and the project will be constructed outside of marine turtle nesting season. Ordinances provided in Attachments 6 and 7.

18. Readiness to construct

Does the project have an active state permit?

Does the project have an active federal permit?

Permit number

0289706-001-JC

Permit number

Authorization date

12/15/2010

Authorization date

Expiration date

12/15/2025

Expiration date

Have all necessary easements been acquired for the upcoming or proposed construction phase?

Has the necessary local funding been secured for the proposed project? If so, provide a copy of the draft Resolution. The signed Resolution is due by October 5, 2022.

Is an Erosion Control Line established along the project length?

Additional comments for readiness to construct

A federal permit request was submitted on 1/19/2022 and is currently under review by USACE.

The ECL was established in 1998 by Coastal Systems International, Inc. and extends from R-6 to R-13.



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Provide additional information and comments below or attach supporting documents.

The City of Deerfield Beach has submitted quarterly reports on time in 2022. August 2021 Physical Monitoring Survey Data submitted

Attachment 1

Project Area Maps



Figure 2
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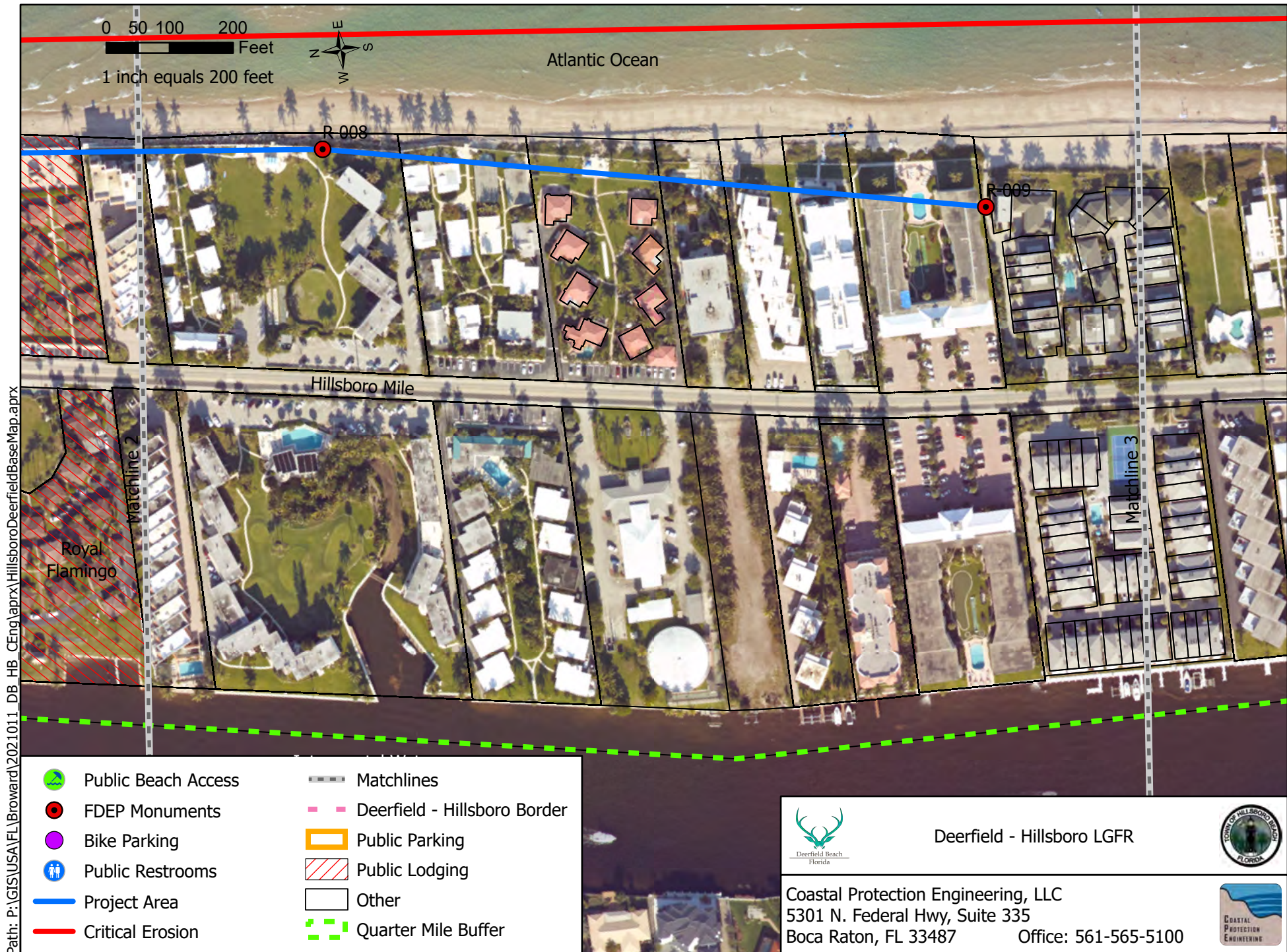


Figure 3
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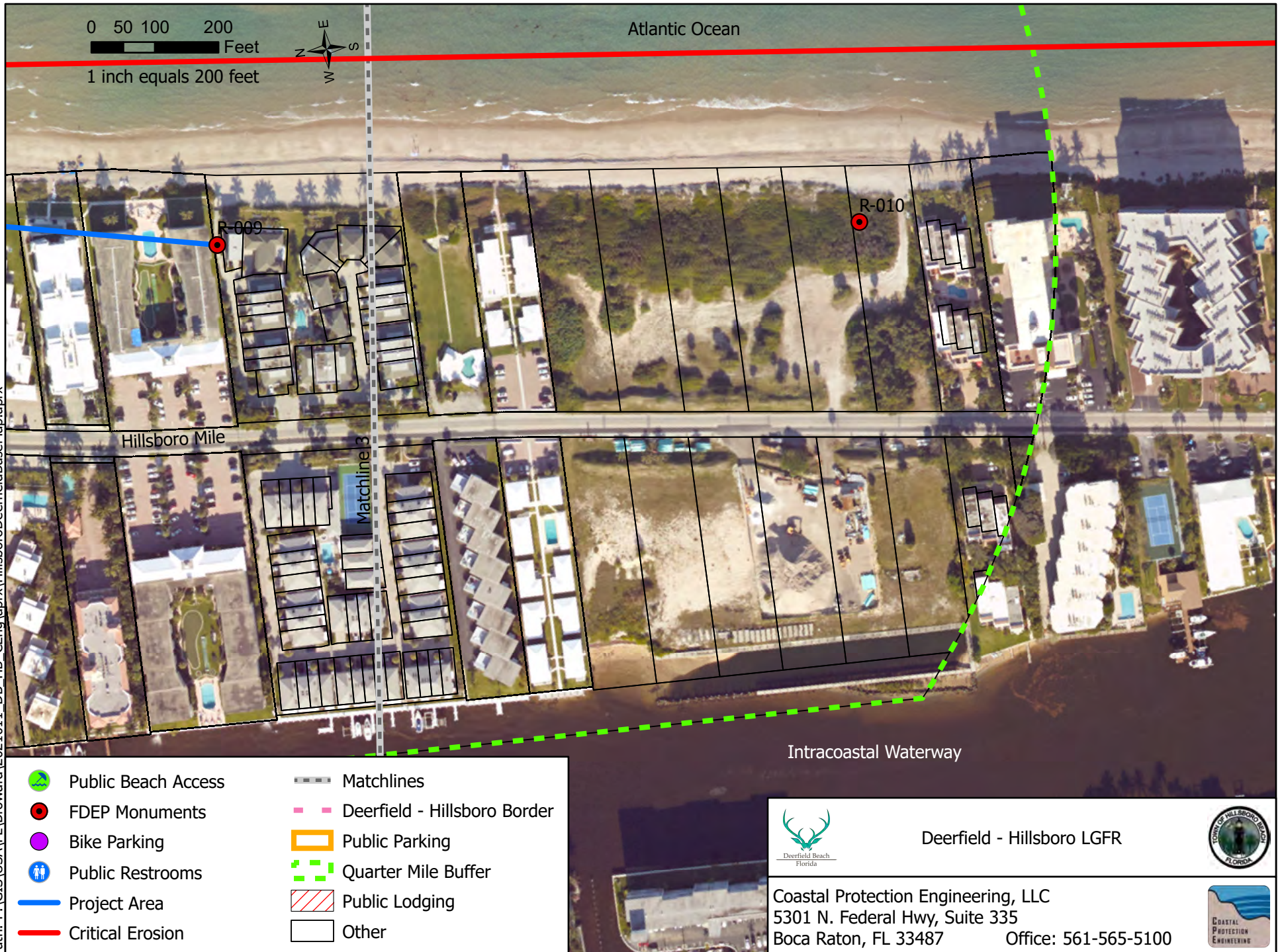


Figure 4
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Attachment 2

Settlement Agreement
Between the Town of Hillsboro Beach and City of Deerfield Beach

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Settlement Agreement” or “Agreement”) is entered into between the Town of Hillsboro Beach (the “Town” or “Hillsboro”), and the City of Deerfield Beach (the “City” or “Deerfield”) (collectively, the “Parties”) with an effective date as described herein.

WHEREAS, Hillsboro is a municipal corporation and body politic within the State of Florida located in Broward County, Florida.

WHEREAS, Deerfield is a municipal corporation and body politic within the State of Florida located in Broward County, Florida.

WHEREAS, Deerfield and Hillsboro are coastal communities that border on the Atlantic Ocean, with Hillsboro being located adjacent to and immediately south of Deerfield.

WHEREAS, a number of erosion control structures (“Structures”) were constructed by Deerfield in the 1950s and 1960s pursuant to permits from the Board of Trustees of the Internal Improvement Trust Fund (“Trustees”).

WHEREAS, Hillsboro filed suit against Deerfield in Broward County Circuit Court, Case Number Case No. 17-007784 (08), seeking to enforce the permits issued to Deerfield by the Trustees (the “Litigation”).

WHEREAS, the Parties desire to settle the Litigation and to avoid future litigation on these issues because it is in the best interest of both, without any admission of error, liability, or wrongdoing.

WHEREAS, the Parties have identified a mutually beneficial solution, without attribution of cause, and recognize that it is to their mutual benefit, and the benefit of the public, to work cooperatively to implement that solution.

WHEREAS, the parties have settled upon a shared solution, and cooperation on engineering, permitting, funding, monitoring, management, maintenance and renourishment of Deerfield and Hillsboro’s beaches.

WHEREAS, this settlement agreement is intended to and shall resolve all issues raised in the Litigation or related to the subject matter of the Litigation.

WHEREAS, the Parties desire to cooperate on maintaining public access and free passage along the shoreline of Deerfield Beach and Hillsboro Beach to the extent required

by state law and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, only in accordance with the terms of this Agreement.

WHEREAS, the Parties agree to manage their combined shoreline, cooperate and coordinate their beach management activities, and to increase the possibility of establishing a longer life for renourishments, and receiving local, state and federal third party funding for beach management, maintenance and nourishment, only to the extent, and based upon the terms, set forth below.

WHEREAS, the Parties agree to jointly manage the beach and sediment regionally, approach, jointly or after consultation, independently, the City of Boca Raton, the Hillsboro Inlet District, Broward County, the State of Florida and the federal government to foster regional cooperation on regional sediment management issues, and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, only to the extent, and based upon the terms, set forth below.

WHEREAS, the Parties agree to meet regularly, and if needed on an emergency basis, to provide for a well-managed, maintained and nourished beach in Hillsboro and Deerfield, and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, and to foster cooperation on regional sediment management issues, only to the extent, and based upon the terms, set forth below.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree, as follows:

- I. **Recitals.** The foregoing recitals are incorporated herein by reference; provided however, that to the extent any conflict may exist, the terms of the Agreement below shall take precedence over the recitals.
- II. **Effective Date.** This Agreement shall become effective on the date it is executed by all the Parties. The last date of execution by all the Parties shall be known as the "Effective Date" of this Agreement.
- III. **Definitions.** The terms used in this document are defined as follows:
 - a. "Agreement" or "Settlement Agreement" means this agreement to settle the Litigation as of the Effective Date.
 - b. "City" or "Deerfield" means the City of Deerfield Beach, a municipal corporation and body politic within the State of Florida located in

Broward County, Florida.

- c. “Claims” means all issues raised in the Litigation or related to the subject matter of the Litigation.
- d. “Corps” means the United States Army Corps of Engineers.
- e. “Effective Date” means the last date of execution of this Agreement by all the Parties.
- f. “FEMA” means the Federal Emergency Management Agency, or its successor agency.
- g. “FEMA Project” means, as more particularly described in Section IV.e, a renourishment project to address storm damage that is undertaken by Hillsboro Beach and/or Deerfield Beach with beach compatible sand using third party funds from the Federal Emergency Management Agency, or its successor agency.
- h. “Gross Cost” means all costs prior to application of Third Party Funds.
- i. “Litigation” means the suit filed by Hillsboro against Deerfield in Broward County Circuit Court, Case Number Case No. 17-007784 (08), seeking to enforce the permits issued to Deerfield by the Trustees for the Structures.
- j. “Net Costs” means all costs remaining after the application of Third Party Funds.
- k. “Parties” means Deerfield and Hillsboro collectively.
- l. “Project Management” means procurement and contracting; engineering; permitting; applying for local, state and federal third party funding; but shall not include work performed by City or Town employees.
- m. “Renourishment Project” means a joint renourishment project undertaken by Hillsboro Beach and Deerfield Beach as described by Section IV.
- n. “Revetment” means the portion of the sloping rock or boulder structures placed on Deerfield’s shore to absorb the energy of incoming water that is located within Deerfield landward of the last two Structures adjacent to the Deerfield and Hillsboro border.
- o. “Sand Costs” means all costs to purchase and place sand during a Renourishment Project, including, without limitation, costs for acquisition,

filtering, transportation, delivery, and mobilization, but not including costs for work performed by City or Town employees.

- p. "Semi-Annual Beach Monitoring" means the monitoring in May and November pursuant to the physical monitoring plan in the permits for the most recent Project, as more fully described in Section IV.c of this Agreement.
- q. "Soft Costs" means costs associated with any Renourishment Project other than Sand Costs, including, but not limited to, the cost of Project Management. Soft Costs shall not include costs for work performed by City or Town employees.
- r. "Structures" means the erosion control structures that were constructed by Deerfield in the 1950s and 1960s pursuant to permits from the Trustees.
- s. "Third Party Funds" or "Third Party Funding" means funding obtained from third parties other than the City or the Town, including, but not limited to, local, state and federal sources.
- t. "Town" or "Hillsboro" means the Town of Hillsboro Beach, a municipal corporation and body politic within the State of Florida located in Broward County, Florida.
- u. "Trustees" means the Board of Trustees of the Internal Improvement Trust Fund.

IV. Settlement Terms. The Parties agree to settle the Litigation upon the following terms:

- a. Joint Coordinated Beach Renourishment.
 - i. The parties agree to jointly perform, in coordination with each other, Renourishment Projects every 5 years during the term of this Agreement (except as provided in IV.a) with a minimum design life of 5 years, for a total of up to 6 Renourishment Projects, so that the following Beach Profiles are achieved in the City and the Town at the conclusion of each Renourishment Project:
 - 1. Deerfield Beach Profile. Nourish the beach with beach compatible sand so that the groins and rubble mounds in the South Sector from SE 6th Street to SE 10th Street are buried by sand at the conclusion of each Renourishment. Nothing herein shall be construed as requiring Deerfield to ensure

that the groins and rubble mounds in the South Sector are buried by sand at any time other than immediately at the conclusion of each Renourishment Project.

2. Hillsboro Beach Profile. Nourish the beach with beach compatible sand from the Town line at SE 10th Street (approximately R-6.7) to approximately R-9.
- ii. Construction Date. The Parties agree that the anticipated construction date of the first Renourishment Project is between 2021 and 2023, and Renourishment Projects will take place every 5 years thereafter unless the Renourishment Project is deemed premature by the coastal engineers for both parties, or that it should take place at other times mutually agreed to by the Parties, in accordance with Section IV(a)(i), above.
- iii. Project Management. Hillsboro and Deerfield agree to jointly perform Project Management in coordination with each other. Deerfield shall be kept informed of Project Management activities through its City Manager or his or her designee, and Hillsboro shall be kept informed through its Town Manager or his or her designee. In the event the Parties have a disagreement over Project Management that they are unable to resolve, the Parties shall resolve the disagreement utilizing the Reviewing Consultant process in Section IV.d.
- iv. Selection Committee. The Parties will select the Renourishment Project contractor(s) in accordance with the qualifications-based selection process outlined in Section 287.055, Florida Statutes, as it may be amended from time to time or any superseding Florida Statute. The Selection Committee shall consist of the Hillsboro Beach Town Manager and the City of Deerfield Beach City Manager, or their designees, and one additional member from each of the Parties, for a total of two members from Hillsboro Beach and two members from Deerfield Beach.

The Selection Committee is authorized to review and rank proposals and issue a recommendation to the Parties. The Hillsboro Beach Commission and the Deerfield Beach Commission shall then meet in a joint session to discuss and approve a proposal, or reject all of them. In the event that the Commissions reject all proposals, they may vote to solicit and advertise for other qualified bids.
- v. Costs for Beach Renourishment. The Parties agree to use best

efforts to reduce the costs for Beach Renourishment by using the least expensive source of beach compatible sand and maximizing Third Party Funding for both Parties. The Parties agree, to the extent possible, to first apply Third Party Funds towards all Soft Costs, with remaining Third Party Funds being applied to Sand Costs.

However, Third Party Funds a Party receives from FEMA for a FEMA Project will apply only to that Party's Soft or Sand Costs subject to any limitation imposed by regulation or law.

In the event that Third Party Funds cannot be applied in whole or in part to a Renourishment Project due to the non-public status of any beach area or portion of any beach area, then such restricted Third Party Funds will nevertheless be applied to other permissible costs, including Soft Costs or Sand Costs even if only one Party receives a greater reduction of the Net Sand Costs. Nothing herein should be construed to permit the application of funds to any portion of a Renourishment Project that would violate law or conditions imposed as part of the disbursement of Third Party Funds. The Parties agree to pay for their own portion of the Net Sand Costs, based on the percentage of sand placed on each Party's respective Profile. Net Soft Costs will be divided evenly.

vi. Conditions Precedent

1. Monetary Cap

If the Net Cost of any Renourishment Project (after deducting Third Party Funds) shall exceed \$3 million for either Party, as adjusted by the Construction CPI for the Southeast Florida Region from the Effective Date (the "Monetary Cap"), then the renourishment project shall not move forward unless the greater expenditure is agreed to by the party or parties that would need to spend in excess of the Monetary Cap.

In the event that a Renourishment Project does not satisfy the Monetary Cap, the Parties agree to work together in good faith to reduce the scope of the Renourishment Project so that it will satisfy the Monetary Cap.

2. Third Party Funding.

If the Parties are unable to obtain Third Party Funding to cover at least 50% of the total cost of a Renourishment Project, then that Renourishment Project shall not proceed during that fiscal year ("Year One") and shall be attempted during the following fiscal year ("Year Two"), unless the Parties otherwise agree in writing.

If, during Year Two, the Parties are still unable to obtain Third Party Funding to cover at least 50% of the total cost of the Renourishment Project, then the Renourishment Project shall not proceed during Year Two and shall be attempted during the following fiscal year ("Year Three"), unless the Parties otherwise agree in writing.

If, during Year Three, the Parties are still unable to obtain Third Party Funding to cover at least 50% of the total cost of the Renourishment Project, then the Parties shall nevertheless proceed with that Renourishment project, subject to the Monetary Cap.

3. Nothing herein shall be construed to prevent the Parties from approving, in writing, a Renourishment Project that does not otherwise satisfy these conditions precedent.

- b. Maintenance of Public Access. Deerfield agrees that it will maintain public access along the shoreline at the Revetment to the extent required by state law.
- c. Semi-Annual Beach Monitoring. The Parties agree to jointly conduct and pay for Semi-Annual beach monitoring in May and November per the physical monitoring plan for the most recently completed Renourishment Project under this Agreement to determine whether, and the extent, a Renourishment Project is necessary. The Semi-Annual Beach Monitoring shall be treated as a Soft Cost. The Parties shall jointly manage the Semi-Annual Beach Monitoring. The Semi-Annual Beach Monitoring should be designed to fulfill the requirements necessary to pursue Third Party Funding (including, but not limited to, potential FEMA or other reimbursement sources should such reimbursement be available to maintain the beach renourishment). Each party shall share the results of this Semi-Annual Beach Monitoring data during the process of obtaining the report, including drafts, and once the report is prepared in final form. Within 30 days of receipt of a report on the Semi-Annual Beach Monitoring data, the designated staff or consultants of the Parties shall meet to review the data and formulate action plans regarding the need for

a Renourishment Project.

- d. Reviewing Consultant. In the event of a technical disagreement between the Parties' coastal engineers or consultants, the Parties shall use the following process to resolve the technical disagreement:
- i. The Party invoking the Reviewing Consultant process described herein shall so notify the other party in writing and, as part of that writing, provide the other party a list of at least three (3) potential Reviewing Consultants to resolve the disagreement. The other Party may select a Reviewing Consultant from that list or propose three alternative Reviewing Consultants, in which case the invoking Party may choose one of the three alternative Reviewing Consultants. If the invoking party does not choose one of the three alternative Reviewing Consultants proposed by the other Party, then each Party shall appoint a Reviewing Consultant and those two Reviewing Consultants shall appoint a third, neutral Reviewing Consultant, and the three shall serve as the Reviewing Consultant.
 - ii. The Parties will jointly engage the Reviewing Consultant and split the cost of the Reviewing Consultant with each Party paying 50% of the costs.
 - iii. The Parties shall jointly meet with the Reviewing Consultant and provide the Reviewing Consultant with information that the Reviewing Consultant deems necessary to resolve the disagreement.
 - iv. The Reviewing Consultant shall provide a written opinion to resolve the disagreement within 30 days of retention of the Reviewing Consultant, or such other time as the Parties may mutually agree.
 - v. The Parties are bound to use the Reviewing Consultant's opinion to resolve the disagreement unless both Parties mutually agree in writing to resolve the disagreement in a different manner from the Reviewing Consultant's opinion.
- e. FEMA Projects. If FEMA funds could be available to fund a FEMA Project, the Parties agree to apply, individually or jointly, for such FEMA funds. The Parties agree to coordinate with each other to jointly coordinate and undertake their FEMA Projects pursuant to any conditions or restrictions applicable to funds received from FEMA. Funds that a Party

receives from FEMA for a FEMA Project may be applied to that Party's Sand Costs at that Party's option and subject to any requirements or limitations imposed by FEMA. FEMA Projects do not qualify as a Renourishment Project under Section IV.a. However, if a FEMA Project is anticipated to take place in the same year that a Renourishment Project would regularly take place, the Parties may combine the FEMA Project with the Renourishment Project.

- f. Regional Sediment Management. Hillsboro and Deerfield shall work cooperatively to achieve the goal of establishing a regional sediment management process, and associated interlocal or other agreements, to maximize Third Party Funding, and to proactively manage the beach and inlet resources on a regional, rather than a municipal, basis that includes all government bodies with authority over the region between Boca Raton Inlet and Hillsboro Inlet — including, but not limited to, the Parties, the City of Boca Raton, the Hillsboro Inlet District, Broward County, Palm Beach County, the State of Florida and the federal government (“Regional Sediment Management”). The staff for the Parties shall meet and discuss the status of their efforts on Regional Sand Management at the same time they meet to discuss the Semi-Annual Beach Monitoring.
- g. Opportunities with Hillsboro Inlet District. Hillsboro shall explore cooperative opportunities with Hillsboro Inlet District to assist Hillsboro and Deerfield in achieving their goals discussed in this Agreement, including, but not limited to, Regional Sediment Management, better management of the Hillsboro Inlet, use of the Hillsboro Inlet and Inlet Ebb Shoal as a sand source, joint participation on projects, and Third Party Funding. Hillsboro shall keep Deerfield informed of such exploration when the staff for the Parties meet to discuss the Semi- Annual Beach Monitoring.
- h. Opportunities with City of Boca Raton. Deerfield agrees to work in good faith to explore cooperative opportunities with the City of Boca Raton to assist Hillsboro and Deerfield in achieving the goals discussed in this Agreement, including, but not limited to, Regional Sediment Management, confirm the the use of best practices for management of the Boca Raton Inlet, use of the Boca Raton Inlet and Inlet Ebb Shoal as a sand source, joint participation on projects, and Third Party Funding. Deerfield shall keep Hillsboro informed of such exploration when the staff for the Parties meet to discuss the Semi- Annual Beach Monitoring.
- i. Dismissal of the Litigation. Within 7 days of the Effective Date, Hillsboro shall file a voluntary dismissal of the Litigation with prejudice. Each Party shall bear its own attorney's fees, costs and expenses associated with the Litigation. This Settlement Agreement is intended to and shall resolve all

the Claims. By executing this Agreement, the Parties acknowledge and agree that all further judicial or administrative action related to the Claims are barred, except that the Parties sole recourse for any Claims shall be to move the Court to enforce the terms of this Settlement Agreement. The court shall retain jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

- j. Consultants. Any agreements with consultants shall contain a provision that requires the consultant to have insurance that names both Deerfield and Hillsboro as additional insureds. Deerfield and Hillsboro agree that consultants working on beach renourishment projects shall be solely responsible for that consultant's negligent acts or omissions. Neither Deerfield nor Hillsboro will seek to hold the other party liable for any act or omission committed by any consultant. The Parties further agree that the Party selecting the consultant shall have no liability whatsoever to the other related to the selection of any consultant as permitted herein.
- k. Temporary Construction Easement. Deerfield agrees to grant Hillsboro a temporary construction easement for construction purposes only, as shown by Exhibit "A" or as otherwise agreed in writing, subject to appropriate surveying to establish the actual boundaries upon 60 days written notice of the need for such temporary construction easement. Any request for a temporary construction easement will be made by the engineers of record for a particular project based upon a determination that there is a need for such an easement for that project. Hillsboro agrees to be responsible for any damage caused in connection with independent construction activities that utilize the easement. Any use of the easement by Hillsboro is contingent upon the approval by Deerfield of a maintenance of traffic plan so as to ensure that traffic and businesses in the vicinity are not materially disrupted.

V. Miscellaneous Provisions.

- a. Notice. All notices, amendments, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by prepaid express overnight courier or messenger service, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses or to such other address(es) as a Party may designate by prior written notice in accordance with this provision to the other Party:

As to the Town: Town of Hillsboro Beach
 1210 Hillsboro Mile

Hillsboro Beach, Florida 33062

With a copy to: Goren, Cherof, Doody & Ezrol, P.A.
(Which Shall Not 3099 East Commercial Boulevard, Suite 200
Constitute Notice) Ft. Lauderdale, Florida 33308
Attn: D.J. Doody, Esq.

As to the City: City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

With a copy to: Weiss Serota Helfman Cole & Bierman, P.L.
(Which Shall Not 200 E. Broward Blvd., STE 1900
Constitute Notice) Fort Lauderdale, Florida 33301
Attn: Anthony Soroka, Esq.

- b. Authority to Enter Agreement. The Parties represent and warrant that each has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties has been duly authorized by the governing authority of each of the Parties.
- c. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement also supersedes and replaces all prior representations, statements and understandings between the Parties with respect to the matters and things addressed herein, either written or oral. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- d. Binding Effect and Term. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors and permitted assigns. This Agreement is effective for a term of thirty (30) years from the execution of the first Renourishment Project contract. This Agreement may be renewed by mutual agreement of the parties for up to four additional five-year periods.
- e. Default and Remedy.
 - i. Default. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or express warranty contained in this Agreement shall constitute a Default under this

Agreement.

- ii. Notice of Default and Opportunity to Cure. Upon occurrence of an alleged Default by any Party, the Parties' respective Town and City Managers shall first meet to discuss and attempt to resolve the alleged Default. If the Parties' respective Town and City Managers are unable to resolve the alleged Default, then the other Party shall deliver written notice to the Party allegedly in Default that identifies the specific nature of the alleged Default. The Party receiving such notice shall have thirty (30) days within which to cure the alleged Default. Provided, that if the alleged Default is of such nature that it cannot be reasonably cured within thirty (30) days, the Party allegedly in Default shall have such additional time as may be reasonably necessary to cure the alleged Default, so long as within said period, the alleged defaulting Party commences the cure and diligently prosecutes such cure until completion.
- iii. Remedy for Default. For any alleged Default not cured as provided in Section IV.e.ii of this Agreement, the non-Defaulting Party may seek injunctive relief or specific performance against the alleged Defaulting Party as the sole remedy. The court retains jurisdiction over the Parties to enforce the terms of this Agreement.
- iv. Mediation. Prior to seeking any legal remedy for a Default as provided in Section V.e.iii of this Agreement, a Party shall be required to mediate the dispute with the Party declared to be in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Party a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within 10 business days after receipt of the notice from the requesting Party, the other Party shall in writing provide notice of either the selection of one of the mediators proposed by the requesting Party or offer a list of three additional mediators for consideration. Within 10 business days of the requesting Party's receipt of the notice of selection or list of alternative mediators, the Parties shall meet for the purpose of selecting one of the mediators proposed by the Parties. Within 20 days after a mediator is agreed upon, a reasonable time and date for the mediation shall be scheduled between the Parties, subject to the chosen mediator's availability, and documented in writing. The location of the mediation shall be at a location mutually selected by the Parties, or at a location in Broward County of the mediator's choosing if the Parties cannot agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their

respective attorney's fees, expert fees and other expenses related to the mediation. Any settlement achieved through mediation shall be made in writing approved by the Parties. If a settlement is not reached within 120 days after the initiation of mediation or, if the mediator declares an impasse, then the Parties may seek any and all legal or equitable remedies for the alleged Default. Mediation under Chapter 164, Florida Statutes, is not sufficient to comply with the requirements of this section.

- f. Time Extensions. The Parties by joint written consent may extend or change any of the deadlines specified in this Agreement.
- g. Amendment or Modification. This Agreement may only be amended or modified, in whole or in part, at any time, through a written instrument that sets forth such changes and which is signed by all the Parties.
- h. Waiver. Any failure by a Party to exercise any right, power or privilege under this Agreement shall not constitute a waiver of that right, power, or privilege under this Agreement.
- i. Assignability. This Agreement may not be assigned without the prior written consent of all the Parties to this Agreement.
- j. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement, on any person other than the Parties their legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to any Party nor shall any provision of this Agreement be interpreted to give any third person any right of subrogation or action over or against the Parties.
- k. Recording. The Parties intend this Agreement to be an interlocal agreement pursuant to Section 163.01, Florida Statutes and it shall be recorded by the Parties in the official records of Broward County, Florida.
- l. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- m. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida without regard

to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall be exclusively in Broward County, Florida and each Party hereby waives whatever their respective rights may have been in the selection of venue.

- n. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- o. Attorneys' Fees, Costs, and Expenses. The Parties agree that each party shall bear its own attorneys' fees, expert witness fees, costs, and expenses incurred in connection with this Agreement.
- p. Waiver of Jury Trial. The Parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected to this Agreement.
- q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- r. No Construction Against Drafting Party. The Parties to this Agreement expressly recognize that this Agreement results from a negotiation process in which each Party was given the opportunity to consult with counsel and contribute to the drafting of this Agreement. Given this fact, no legal or other presumptions against the Party drafting any portion of this Agreement concerning its construction, interpretation, or otherwise shall accrue to the benefit of any Party to this Agreement and each Party expressly waives the right to assert such presumption in any proceeding or disputes connected with, arising out of, or involving this Agreement.
- s. Agency. No Party shall be deemed to be an agent of any other Party nor shall represent that it has the authority to bind any other Party.
- t. Computation of Time. In computing any time period under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday or legal holiday.
- u. Police Powers. Nothing in this Agreement shall be deemed a waiver of any

Party's police powers.

- v. Fiscal Year. The obligations of the City or the Town to expend funds under this Agreement are limited to the availability of funds appropriated in a current fiscal period, and continuation of the expenditure of funds under this Agreement into a subsequent fiscal period, regardless of the Agreement term, and are subject to appropriation and the availability of funds in accordance with Chapter 166, Florida Statutes.
- w. Governmental and Property Owner Approvals. All obligations of the City and the Town under this Agreement are subject to all necessary governmental approvals, including without limitation, permits from the applicable federal, state, and county agencies and any consent from affected private property owners to the extent that the scope of a project requires work to be performed on private property.
- x. No Third Party Beneficiaries. This Agreement is not intended to and shall not give any party other than the Town or the City any interest or rights with respect to or in connection with this Agreement. Therefore, no third party shall be entitled to assert a right or claim against either the Town or the City based upon this Agreement.

TOWN OF HILLSBORO BEACH

By: Deborah L. Tarrant Deborah Tarrant, Mayor

Date: 10/6/2020

Approved as to Form and Correctness:

[Signature]
Town Attorney

ATTEST:

Sherry A. Henderson
Town Clerk



CITY OF DEERFIELD BEACH

By:  Bill Ganz, Mayor

Date: 10-8-2020

Approved as to Form and Correctness:


City Attorney

ATTEST:

[Seal]


for City Clerk

RESOLUTION NO. 2020/148

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT WITH THE TOWN OF HILLSBORO BEACH TO SETTLE THE LITIGATION STYLED *TOWN OF HILLSBORO BEACH VS. CITY OF DEERFIELD BEACH*; AUTHORIZING EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach and the Town of Hillsboro Beach are coastal communities that border on the Atlantic Ocean, with Hillsboro being located adjacent to and immediately south of Deerfield; and

WHEREAS, Hillsboro Beach filed suit against Deerfield Beach in Broward County Circuit Court, Case No. 17-007784 (08), seeking to enforce permits issued to Deerfield Beach by the Board of Trustees of the Internal Improvement Trust Fund regarding certain erosion control structures that were constructed in the 1950s and 1960s (the "Litigation"); and

WHEREAS, the parties have negotiated a Settlement Agreement, attached as Exhibit "A," which is intended to resolve all issues raised in the Litigation or related to the subject matter of the Litigation.

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 hereof.

Section 2. The City Commission hereby approves the Settlement Agreement with the Town of Hillsboro Beach, attached as Exhibit "A".

Section 3. That the Mayor and City Manager are authorized to execute the Settlement Agreement, 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. That the appropriate City officials are authorized to execute all documents deemed necessary by the City Attorney, and to do all things necessary, to implement the intent of this Resolution.

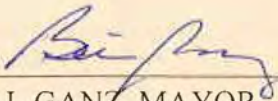
Section 5. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared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

Section 6. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 8TH DAY OF OCTOBER, 2020.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:


for SAMANTHA GILLYARD, CMC, CITY CLERK

RESOLUTION NO. 2020-64

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN THE TOWN OF HILLSBORO BEACH AND THE CITY OF DEERFIELD BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town officials to execute a Settlement Agreement between the Town of Hillsboro Beach and the City of Deerfield Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate Town officials to execute a Settlement Agreement between the Town of Hillsboro Beach and the City of Deerfield Beach; a copy of the Settlement Agreement is attached hereto as Exhibit "A".

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

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ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this
6th day of OCTOBER 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson
Sherry D. Henderson, CMC
Town Clerk



RESOLUTION NO. 2020-64

RECORD OF TOWN COMMISSION VOTE:

		<u>YES</u>	<u>NO</u>
MAYOR D. TARRANT		☒	☐
VICE MAYOR I. KIRDAHY		☒	☐
COMMISSIONER V. FEAMAN	Motion	☒	☐
COMMISSIONER B. BALDASARRE		☒	☐
COMMISSIONER A. BROWN	Second	☒	☐

Attachment 3

Hillsboro Beach Draft Resolution

RESOLUTION NO. 2021-32

A RESOLUTION OF THE COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AUTHORIZING THE FILING OF THE LOCAL GOVERNMENT FUNDING REQUEST FOR FISCAL YEAR 2022/2023 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR PROJECTS TO MITIGATE BEACH EROSION IN HILLSBORO BEACH; SUPPORTING PROJECTS FOR WHICH FUNDING IS REQUESTED; CONFIRMING THE TOWN'S ABILITY TO FUND THE APPROPRIATE LOCAL SHARE OF PROJECTS; IDENTIFYING TOWN'S FUNDING SOURCE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Town of Hillsboro Beach (Town) and the City of Deerfield Beach (City) are working jointly on a combined beach nourishment project; and

WHEREAS, the Town and City hope to work with the City of Boca Raton on a regional approach to sand management by utilizing dredged material as a source of sand for the join beach nourishment project; and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") will reimburse up to 50% of the funds for beach management projects that serve areas of critical concern through the Beach Management Funding Assistant Program (the "Program"); and

WHEREAS, in order to be eligible to apply for the Program, the Town must meet certain requirements, including confirmation that it can fund the local share of the projects, and that there is a funding source for the projects; and

WHEREAS, the Town has budgeted funds for certain projects, and will continue to explore all avenues for funding in order to continue implementation of the Plan; and

WHEREAS, upon approval of this Resolution by the Town Commission, the Town will be eligible to submit the Local Government Funding Request for Fiscal Year 2022/2023; and

WHEREAS, staff recommends the Town Commission authorize the Town Manager to submit the LGFR for Fiscal Year 2022/2023 to FDEP in order to receive reimbursement for appropriately identified projects in the Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made part hereof.

Section 2. The Town Commission hereby authorizes the filing of the LGFR for Fiscal Year 2022/2023, attached as Exhibit "A," in order to receive reimbursement for the beach management projects identified in the LGFR and Plan.

Section 3. The Town Manager is hereby authorized to execute the documents necessary to effectuate the filing of the LGFR with FDEP.

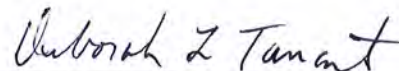
Section 4. The Town Commission hereby supports the projects identified in the LGFR.

Section 5. The Town Commission hereby confirms the Town's ability to fund the local cost share portion of the LGFR projects utilizing town funds.

Section 6. This Resolution shall become effective immediately upon adoption.

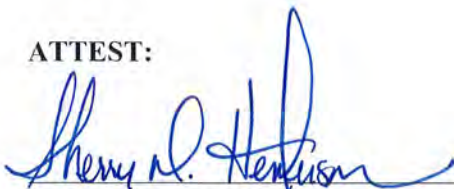
ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this 7th day of September 2021.

TOWN OF HILLSBORO BEACH, FLORIDA



Deborah L. Tarrant, Mayor

ATTEST:



Sherry D. Henderson, CMC, Town Clerk

RESOLUTION NO. 2021-32

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR DEBORAH L. TARRANT	☒	☐
VICE MAYOR IRENE KIRDAHY	☒	☐
COMMISSIONER VICKY FEAMAN	☒	☐
COMMISSIONER BARBARA BALDASARRE	☒	☐
COMMISSIONER JANE REISER	☒	☐

Second Motion

TOWN OF HILLSBORO BEACH
1210 HILLSBORO MILE
HILLSBORO BEACH, FL 33062

Attachment 4

Deerfield Beach Fiscal Plan

City of Deerfield Beach

Capital Improvement Plan

Capital Project Development Worksheet

Name of Project:	Beach Nourishment Project	Project Manager:	Coastal & Waterway Coordinator
Capital Project Category:	Physical Environment	Department/Division:	Sustainable Management/Coastal & Waterways
Funding Source:	General Fund	Project Type:	Rehabilitation
Comprehensive Plan Element	Coastal Management	Project Initiation Date:	FY23 (1st FY/Budget year)
Commission District:	1	Estimated Total Project Value:	\$ 3,000,000

Project Scope

Description (What will be done under this project?)

This project is a joint beach nourishment with the Town of Hillsboro Beach (Town). The City constructed a joint south beach project in 2015 due to the impacts of Hurricane Sandy. This project is the first project to be constructed since the recently adopted settlement with the Town. The City has also recently received approximately 16,000 c.y. of beach compatible sand from a beach construction site in Delray Beach. The cost of this project will depend on permissible volumes and contracted pricing for sand and consulting. The estimated total project value represents the monetary cap from the settlement agreement with the Town.

Location (Name and exact street address or cross street location)

Sand will be placed on the City's public beach between SE 6th and SE 10th Streets.

Stakeholders (List groups, departments, regulatory agencies, etc. who are also involved with this project.)

City Commission, residents and visitors. Departments include Sustainable Management, Ocean Rescue, and Parks and Recreation.

Anticipated challenges/constraints (i.e. permitting, stakeholder coordination, aggressive schedule, traffic, special events, public outreach, etc.)

The City is currently pursuing permits at this time. There will be an impediment to traffic and use of the beach during construction. Site restoration will be a requirement of this project. By not initiating this project, we subject the beach to severe damage and possible loss of the dune system and threatening the structural integrity of the already constructed revetment.

Project Justification

Issue/Drivers/Regulatory Requirements (Why is the project needed? What problem will it resolve?)

The southern 700 feet of our coastline is deemed critically eroded by the Florida Department of Environmental Protection. This joint project will satisfy requirements set forth in the recently agreed upon settlement with the Town. This project will continue to preserve one of the City's most valuable natural resources for future generations. Three years of monitoring may be required.

Project Alternatives (What are the other options or risks to the City if this project is not done?)

The City risks losing both recreational value and possible property loss.

Strategic Priority (Identify which strategic goal the project satisfies)

[Adopted Strategic Plan](#)

Priority 1. Promote & protect a prosperous atmosphere for residents, businesses and visitors.

Directional Statement (Identify which strategic goal the project satisfies)

F. Continue to protect the environment, including the beachfront.

Schedule of Major Milestones (Include all milestones necessary to accomplish the project)

Project Milestone	Start Date (MM/YYYY)	End Date (MM/YYYY)	Project Milestone	Start Date (MM/YYYY)	End Date (MM/YYYY)
Construction	11/2022	04/2023	Notice to Proceed	01/2023	
Annual Monitoring Requirement	04/2024	04/2024			
Annual Monitoring Requirement	04/2025	04/2025			
Annual Monitoring Requirement	04/2026	04/2026			

City of Deerfield Beach
Capital Improvement Plan
Capital Project Development Worksheet

Grant Funding						
Is this project associated with or being funded by a grant? ☒ No ☐ Yes (If yes, provide additional details below) 						
Grantor Name:			Effective Date:			
Grant Amount:			Expiration Date:			
Matching Req's:						
Other pertinent details:	50% of the annual project costs would qualify for reimbursement by the Florida Department of Environmental Protection subject to legislative approval and allocation of funds. The City has also historically been able to secure 12% funding from Broward County. City staff will also try to utilize funds					
Funding Analysis						
	FY 2022 Estimate	FY 2023 Estimate	FY 2024 Estimate	FY 2025 Estimate	FY 2026 Estimate	Estimated 5 year Total Cost
Proposed Capital Costs		\$ 3,000,000				\$ 3,000,000
Financing	Total Project Financing					
General Fund Operating		\$ 3,000,000				3,000,000
Enterprise Fund Operating						-
Fund Balance-Committed	-	-	-	-	-	-
Fund Balance-Unassigned						-
Debt	-	-	-	-	-	-
Grant-Federal, State, Local	-	-	-	-	-	-
CRA Fund	-	-	-	-	-	-
Other Sources	-	-	-	-	-	-
Total Capital Funding	-	3,000,000	-	-	-	3,000,000
Variance-over (short)	-	-	-	-	-	-
Project Cash Flow Estimate						
Project Activity	FY 2022 Cash Flow Estimate	FY 2023 Cash Flow Estimate	FY 2024 Cash Flow Estimate	FY 2025 Cash Flow Estimate	FY 2026 Cash Flow Estimate	Estimated 5 year Total Cost
Planning, Development, Procurement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering, Design, Permitting	-	-	-	-	-	-
Land Acquisition		-	-	-	-	-
Construction, Commissioning		3,000,000	-	-	-	3,000,000
Contract/Construction Administration						-
Other	-				-	-
Total:	-	3,000,000	-	-	-	3,000,000
Contingency - 10%	-	-	-	-	-	-
Project Budget:	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ 3,000,000
Previously Expended Project Costs:	\$ -		Total Project Costs:			\$ 3,000,000

City of Deerfield Beach
Capital Improvement Plan
Capital Project Development Worksheet

Impact on Annual Operating Budget						
Operating Impacts (Increase/Decrease in Costs - describe and quantify):						
Permitting requirements for Beach Nourishment projects stipulate three years of subsequent Physical and Biological monitoring at a cost of \$40,000 annually.						
Cost Estimates	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
Personnel	\$ -	\$ -	\$ -		\$ -	\$ -
Materials/Supplies	-	-	-		-	-
Contractual Services	-	-	40,000	40,000	40,000	120,000
Equipment	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Preventative Maintenance	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
TOTAL	\$ -	\$ -	\$ 40,000	\$ 40,000	\$ 40,000	\$ 120,000
Revenue Impacts (Increase/Decrease in Revenues - describe and quantify):						
Revenue Estimates	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
User Fees	-	-	-	-	-	-
Program Fees	-	-	-	-	-	-
Other/Miscellaneous	-	-	-	-	-	-
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Attachment 5

Excerpt from Hillsboro Beach Annual Budget



TOWN OF HILLSBORO BEACH

Florida's **Magnificent** Mile

ANNUAL BUDGET

FISCAL YEAR 2023



**Town of Hillsboro Beach
Fiscal Year 2023 Budget**

General Fund - Capital Improvement Program (CIP)

Description	FY2021	FY2022			FY2023		
	Actual	Annual Budget	Forecast	Variance Fav/(Unfav)	Annual Budget	Incr. Over Budget	% Incr. Budget
Beach Renourishment							
<u>FUNDING</u>							
Revenue							
Grant Revenue	\$ -	\$ 4,066,845	\$ 218,803	\$ (3,848,042)	\$ 4,049,845	\$ (17,000)	-0.4%
Total Revenue	-	4,066,845	218,803	(3,848,042)	4,049,845	(17,000)	-0.4%
Loans							
Bank Loan	-	570,625	-	(570,625)	565,625	(5,000)	-0.9%
Loans	-	570,625	-	(570,625)	565,625	(5,000)	-0.9%
Transfer From General Fund	56,684	-	-	-	-	-	N/A
Total Funding	56,684	4,637,470	218,803	(4,418,667)	4,615,470	(22,000)	-0.5%
<u>EXPENDITURES</u>							
Engineering - Monitoring	51,214	57,000	57,000	-	75,000	18,000	31.6%
Engineering - Qtrly Reporting	-	10,000	10,000	-	10,000	-	0.0%
Beach Tilling / Scarp Removal	-	5,470	5,500	(30)	5,470	-	0.0%
Beach Salvage (Boat Removal)	5,470	-	-	-	-	-	N/A
Engineering - FY2022 Project	-	365,000	146,303	218,697	225,000	(140,000)	-38.4%
Construction - FY2022 Project	-	4,200,000	-	4,200,000	4,300,000	100,000	2.4%
Total Expenditures	56,684	4,637,470	218,803	4,418,667	4,615,470	(22,000)	-0.5%
Funding Over/(Under) Expend.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A

Attachment 6

Lighting Ordinance (City of Deerfield Beach)

Sec. 34-60. - Beach area outdoor lighting restrictions.

- (a) *Definitions.* [The following words, terms and phrases, when used in this article, will have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Artificial light means any source of light emanating from a man-made device, including, but not limited to, incandescent mercury vapor, metal halide, or sodium lamps, flashlights, spotlights, street lights, vehicular lights, construction or security lights.

Beach means that area of unconsolidated material that extends landward from the mean low water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation (usually the effective limit of storm waves).

Certified wildlife lighting means lighting fixtures and bulbs reviewed and approved with conditions of use through the Florida Fish and Wildlife Conservation Commission's Wildlife Lighting Certification Process.

Cumulatively visible means light from numerous artificial light sources that as a group can be seen by an observer standing anywhere on the beach.

Directly visible means when glowing elements, lamps, globes, or reflectors of an artificial light source can be seen by an observer standing anywhere on the beach.

Foot-candle means the English unit for measuring illuminance; the uniform illumination of a surface one foot away from a point source of one candela; one lumen per square foot; equal to 10.76 lux.

Floodlight means reflector type light fixture which is attached directly to a building and which is unshielded.

Full cutoff means lighting fixture constructed in such a manner that no light emitted by the fixture, either directly from the lamp or a diffusing element or indirectly by reflection or refraction from any part of the luminaire, is projected at or above 90 degrees as determined by photometric test or certified by the fixture manufacturer.

Fully shielded means a lighting fixture constructed in such a manner that the glowing elements, lamps, globes, or reflectors of the fixture are completely covered by an opaque material to prevent them from being directly visible from the beach. Any structural part of the light fixture providing this shielding must be permanently affixed.

Indirectly visible means light reflected from glowing elements, lamps, globes, or reflectors of an artificial light source that can be seen by an observer standing anywhere on the beach without the light source being directly visible.

Low level fixture means a light fixture set on a base that raises the source of the light no higher than 48 inches off the ground, and is designed in such a way that light is directed downward from a hooded light source.

Long wavelength means a lamp or light source emitting light wavelengths of 560 nanometers or greater and absent wavelengths below 560 nanometers.

New development shall include new construction and remodeling of existing structures when such remodeling includes alteration of exterior lighting.

Non-egress lighting means exterior lighting that is not being used to light a distinct route or meet minimum requirements for emergency access to or from a building, including, but not limited to, decorative lights (e.g. strobe lights, string lights, etc.), balcony lights, landscape lights, and uplights.

Outdoor area means any portion of a property that could have an artificial light source not attached to a permanent structure, including, but not limited to, pathway lighting, landscape lighting, pool lighting, etc.

Pole lighting means light fixture set on a base or pole which raises the source of the light higher than 48 inches off the ground.

Sea turtle means any turtle, including all life stages from egg to adult, of these species: Green (*Cheloniemydas*), Leatherback (*Dermochelys coriacea*), Loggerhead (*Caretta caretta*), Hawksbill(*Eretmochelys imbricata*), and Kemp's ridley (*Lepidochelys kempii*). For the purposes of this section, the term sea turtle is synonymous with marine turtle.

Sea turtle nesting habitat means all sandy beaches adjoining the waters of the Atlantic Ocean, the Gulf of Mexico, and the Straits of Florida in all coastal counties and all inlet shorelines of those beaches. Nesting habitat includes all sandy beach and unvegetated or sparsely vegetated dunes immediately adjacent to the sandy beach and accessible to nesting female turtles.

Shading coefficient means a coefficient expressing that percentage of the incident radiation which passes through the window as heat.

Solar screen means screens that are fixed installations and permanently project shade over the entire glass area of the window.

Tinted or filmed glass means glass modified via tinting, film or other material to reduce the inside to outside light transmittance value.

- (b) *New development*. It is the policy of the City of Deerfield Beach that no artificial light illuminate any area of the incorporated beaches of Deerfield Beach, Florida. To meet this intent, building and electrical plans for construction of single-family or multifamily dwellings, commercial or other

structures, including electrical plans associated with parking lots, dune walkovers or other outdoor lighting for real property if lighting associated with such construction or development can be seen from the beach, shall be in compliance with the following:

(1) *General regulations.*

- a. Floodlights are prohibited. Non-egress lighting may be affixed to the landward exterior of permanent structures provided that the lighting is fitted with a long-wavelength source and are not directly, indirectly, or cumulatively visible from any portion of the beach.
- b. Lighting at egress points shall be limited to the minimum number of fixtures and foot-candles necessary to meet federal, state, and local safety requirements.
- c. All lighting installed shall be Certified Wildlife Lighting, approved by the Florida Fish and Wildlife Conservation Commission.
- d. All egress and non-egress lighting shall comply with the minimum light levels set forth in applicable federal, state, and local laws to protect public safety.
- e. Temporary security lights at construction sites shall not be mounted more than 15 feet above the ground. Illumination from the lights shall not spread beyond the boundary of the property being developed, and in no case shall those lights illuminate the beach.

(2) *Exterior and interior lighting affixed to new structures.*

- a. All lighting affixed to the exterior of new permanent structures shall be long wave length, downward directed, full cut-off, fully shielded, and mounted as close to the ground or finished floor surface as possible to achieve the required foot-candles.
- b. Locations including, but not limited to, stairwells, elevators, parking garages, or courtyards shall not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach. Solar screens, shades or curtains shall be used to block visibility of interior lights from the beach. Solar screens shall be used on open or enclosed staircases on the seaward or shore-perpendicular side of a building or parking garage to limit visibility of lights from the sea turtle nesting habitat.
- c. All glass windows, walls, railings, and doors on the seaward and shore-perpendicular sides of any new construction shall use tinted glass or solar screens, which must be installed outside the glass, and must have:
 1. A shading coefficient of .45 or less, and
 2. A minimum five-year warranty, and
 3. Adhesive as an integral part, and
 4. Performance claims that are supported by approved testing procedures and documentation.
- d. Emergency lights are not subject to the above standards if on a separate circuit and

activated only during power outages or other situations in which emergency lighting is necessary for public safety and required by law.

(3) *Lighting of outdoor areas.*

a. Lighting of parking and roadways shall consist of either:

1. Ground-level downward-directed fixtures, equipped with interior dark-colored, non-reflective baffles or louvers, mounted either with a wall mount, on walls or piles, facing away from the beach, or
2. Bollard-type fixtures, which do not extend more than 48 inches above the adjacent floor or deck, measured from the bottom of fixture, equipped with downward-directed louvers that completely hide the light source, and externally shielded on the side facing the beach, or
3. Pole-mounted lights, which shall be downward directed on non-reflective surfaces, mounted at the minimum light level requirement to comply with section 34-60(b)(1)d.

- b. Lighting of paths, walks, and routes of building access shall use low level fixtures such as step, paver, path, recessed wall, or bollard lights. Bollard lights are not to exceed 48 inches in height and other low-level fixtures are to meet the height requirements of FWC's Wildlife Lighting Guidelines. Fixtures shall be downward directed and utilize long wavelength lamps and beachside shields.
- c. Ponds and fountains on the seaward and shore-perpendicular sides of any structures shall not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach.

- d. Underwater lighting of pools or spas shall be mounted horizontally in the wall.

(c) *Exemptions for new development.* The provisions of subsection (b) of this section shall not apply to any structure for which a building permit has been issued by the City of Deerfield Beach Building Department prior to the effective date of this article. Said structures shall be governed by the provisions of subsection (d) of this section.

(d) *Existing development.* It is the policy of the City of Deerfield Beach that no artificial light illuminates any area of the incorporated beaches of Deerfield Beach, Florida. To meet this intent, lighting of existing structures that can be seen from the beach shall be in compliance with the following upon the effective date of this article:

- (1) Lights illuminating buildings or associated grounds for decorative or recreational purposes or all lighting or sources of illumination of any kind shall be shielded or screened such that they are not visible from the beach or turned off between sunset to sunrise during the period of March 1 to October 31 of each year.
- (2) Lights illuminating dune crosswalks of any areas oceanward of the dune line shall be turned off between sunset and sunrise during the period of March 1 and October 31 of each year.

- (3) Security lighting shall be permitted throughout the night so long as low-level fixtures are used and screened in such a way that those lights do not illuminate the beach.
- (4) Window treatments in windows facing the ocean above the first floor or multistory structures are required so that interior lights do not illuminate the beach.
- (5) No light fixture or source of illumination shall be illuminated between sunset and sunrise where the light emanating from said fixture illuminates any portion of the beach.
- (6) To reduce or eliminate the negative effects of existing artificial lighting, an existing development may implement one or more of the following measures:
 - a. Reposition, modify, or remove existing lighting fixtures so that the point source of light or any reflective surface of the light fixture is no longer directly, indirectly, or cumulatively visible from the beach;
 - b. Replace fixtures having an exposed light source with fully shielded fixtures;
 - c. Replace any light source, light bulb, or lamp that is not long wavelength (e.g. incandescent, fluorescent, or high intensity lighting) with the lowest wattage long wavelength (e.g. LED or low-pressure sodium) light source or lamp available for the specific application;
 - d. All replacement fixtures shall be certified wildlife lighting.
- (e) *Publicly owned lighting.* Street lights and lighting at parks and other publicly owned beach access areas shall be subject to the following:
 - (1) Whenever possible, street lights shall be located so that the bulk of their illumination will travel away from the beach. These lights shall be equipped with shades or shields that will minimize backlighting and reduce their visibility from the beach.
 - (2) Lights at parks or other public beach access points shall be shielded or shaded during the period of March 1 to October 31 of each year.
 - (3) Lightbulbs and or fixtures may be replaced per the standards set forth in section 34-60(d)(6).
- (f) The owner of the property where the offending light source exists shall be responsible for compliance with this article as well as any person or entity which owns the light source or that has responsibility for the care or maintenance of the light source.

(Ord. No. 2015/022, § 6, 8-18-15; Ord. No. 2022/002, § 2, 1-4-22)

Attachment 7

Lighting Ordinance (Town of Hillsboro Beach)

Sea Turtle Lighting Information

The Town of Hillsboro Beach, Florida has an oceanfront beach which serves as a prime nesting habitat for sea turtles. The sea turtle has been identified as a threatened and endangered species whose hatchlings are threatened at least in part due to the artificial light from beachfront structures.

The Hazard for Sea Turtle Hatchlings

On beaches where artificial lighting is visible, the hatchlings' important journey to the sea is disrupted. Hatchling sea turtles emerging from nests at night are strongly attracted to light sources along the beach. Consequently, hatchlings move toward streetlights, porch lights or interior lighting visible through windows, and away from the relative sanctuary of the ocean. Hatchlings so misled fail to find their way to the sea and succumb to attacks by predators and exhaustion, drying in the morning sun, or strikes by automobiles on nearby parking lots and roads. Quite literally, a single light left on near a sea turtle nesting beach can misdirect and kill hundreds of hatchlings.

Turtle Lighting Ordinance

On September 4, 2007, the Town of Hillsboro Beach passed Ordinance 232 a Turtle Lighting Ordinance. This will allow for protection of the marine turtle nesting habitat, nesting females, and hatchlings. It is the policy of the Town to actively protect the sea turtles, their nests and their hatchlings. No lighting shall be installed, maintained or illuminated on public or private property that would directly illuminate the beach from sunset to sunup during the sea turtle nesting period from March 1 through October 31 of each year. Property owners are responsible for ensuring that all lighting along the beach is controlled so as not to illuminate the beach from sunset to sunrise during this period.

For more information, see the [Florida Fish and Wildlife Conservation Commission](#) website.

Reporting Violations

If you believe someone is in violation of the ordinance, you may [fill out and submit an online contact form](#).

Attachment 8

FEMA PW – Hurricane Matthew

<u>P</u>	
Applicant Name:	Application Title:
DEERFIELD BEACH	DBGMM04 - Deerfield Beach Sand Loss
Period of Performance Start:	Period of Performance End:
	04-08-2018

Bundle Reference # (Amendment #)	Date Awarded

Subgrant Application - FEMA Form 90-91

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET						
DISASTER			PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4283	- DR -FL	DBGMM04	011-16725-00	09-28-2017	G
APPLICANT: DEERFIELD BEACH					WORK COMPLETE AS OF: 09-20-2017 : 0 %	
Site 1 of 1						
DAMAGED FACILITY:				COUNTY: Broward		
Deerfield Beach Interim Beach Nourishment Project						
LOCATION:					LATITUDE:	LONGITUDE:
Current Version: The Hillsboro Beach/Deerfield Beach Interim Beach Nourishment Project is located on the Atlantic Coast of Florida in Broward County. The 2015 nourishment project starts 295 Linear Feet (LF) north of Florida Department of Environmental Protection (FDEP) reference monument R-6 and extends south to 300 LF north of R-8. Note that this project is a joint project with the Town of Hillsboro Beach which lies immediately south of Deerfield Beach. The Hillsboro Beach section of shoreline is the subject of another sand loss Project Worksheet (HBGMM01). (See Project Note below for the rationale for separating these projects.) This PW refers to the subject stretch of shoreline as The Deerfield Beach Project. The Deerfield Beach portion of the project that is the subject of this PW starts at a point 295 LF north of R-6 and extends south to the border between the Towns of Hillsboro Beach and Deerfield Beach which is 750 LF south of R-6 (see Attachment 1. Deerfield Beach Project Map). North end at GPS: 26.308217, -80.075913 South end at GPS: 26.305354, -80.076330 Project length = 1,050 LF					26.305354 26.308217	-80.07633 -80.075913
DAMAGE DESCRIPTION AND DIMENSIONS:						
Current Version: During the declared incident period from October 3, 2016, to October 19, 2016, Hurricane Matthew generated storm surge and wave action that caused beach and dune erosion in Broward County, Florida. Aerial photos that show this damage are shown in Attachment 2. Deerfield Beach Pre and Post Matthew Aerial Photos. Surface photos are provided in Attachment 2A. Deerfield Pre and Post Matthew Photos A major disaster, DR-4283-FL, was declared on October 8, 2016. PROJECT HISTORY / MAINTENANCE: As can be seen in Attachment 1, a series of rock groins was placed along the beach to control erosion. These rock groins were constructed in 1963. The first beach nourishment project was completed in 1998 with approximately 550,000 cubic yards of sand along the Deerfield Beach/Hillsboro Beach shoreline between FDEP Broward County monuments R-5 and R-12+400. Maintenance fill projects were completed in 2011 and 2015. The locations of the 1998, 2011 and 2015 are shown in Attachment 3. Deerfield-Hillsboro Nourishment Projs Map. The 2015 Project placed approximately 50,000 cubic yards of sand along the Deerfield						

Beach/Hillsboro Beach shoreline between 295 feet north of R-6 to 300 feet north of R-8, with 24,400 cubic yards placed in the City of Deerfield Beach.

The construction template along Deerfield Beach for the 2015 Project was designed with a uniform berm elevation of +6.0 FT NAVD from the landward limit of fill to the construction berm crest as shown in Attachment 4. Typical Design Cross-Section. The beach was constructed by the placement of sand to a designed elevation, width, grain size, and slope. Additional design information is provided in Attachment 5. Deerfield Beach Matthew Damage Report.

Sand for the project was obtained from a permitted upland source, the E.R. Jahna Ortona Mine (Ortona) near LaBelle in Glades County, Florida. The QA/QC plan, including specifications for the sand that was placed, is shown in Attachment 6. Beach Sediment QAQC Plan.

INCIDENT-RELATED THE DAMAGE TO THE DEERFIELD BEACH PROJECT: Pre and post incident surveys were assessed to estimate the volume of sand lost due to erosion caused by Hurricane Matthew within the approximately 1,050 FT section north of the Hillsboro Beach / Deerfield Beach town boundary.

A Storm Damage Assessment Report was submitted to FEMA in April 2017 (see Attachment 5) to document the sand losses using wading depth profiles. Attachment 7. Deerfield Beach Matthew Storm Damage Report Adden.1 includes beach profiles that extend offshore beyond the depth of closure, to further quantify incident-related sand losses. Depth of Closure is approximately -20 feet NAVD in the project area (See Attachment 8. Depth of Closure USACE Review FL Sand Study).

The Applicant's Engineer of Record (EOR), CB&I Environmental & Infrastructure, Inc., used pre and post-storm LiDAR surveys of the project area that were collected by the US Army Corps of Engineers Joint Airborne LiDAR Bathymetry Technical Center of Expertise (JALBTCX). The pre-storm survey was conducted on May 20 and May 22, 2016. The post-storm survey was conducted between November 12 and November 14, 2016.

The volumetric changes reported by the Applicant represent the change in the quantity of sediment measured through comparison of the pre-storm and post-storm beach surveys. The methodology used is detailed in Attachment 7.

The measured storm loss, without considering background erosion, was 4,102 cubic yards in the project area.

To adjust for background erosion, the EOR calculated the long term erosion rate by comparing the profile at R-6 from May 2011 (post-construction) to February 2015 (pre-construction). This time period includes 3.75 years without significant storm impacts or beach nourishment projects. Only one profile (R-6) with sufficient data was available within the project area (given its small scale). The background erosion rate was calculated to be +0.135 CY/FT/Month which is slightly accretional. Thus, for the 6 month period, the EOR determined the background erosion (accretion in this case) to be + 0.81 CY/FT over the effective length of the project as shown in Table 1 of Attachment 7.

The total quantity of background erosion for the project is the product of the effective length and the six month background erosion rate:

Background Erosion between Pre and Post Hurricane Matthew Surveys = 0.81 CY/ FT x 1,312 FT* = + 1,063 CY = Approx. 1,060 CY

*Background Erosion was computed using available data along a 1,312 FT section that has been historically nourished (1998, 2011 and 2015 nourishment projects).

(Note that small differences in the total background erosion shown in Table 1 of Attachment 7 are due to rounding.)

Total Incident-Related Erosion Adjusted for Background Erosion = 4,102 CY + 1,060 CY* = 5,162 CY

*Background Erosion in this case is actually background accretion or the amount of sand that accumulated between the pre and post storm profiles. Therefore it is accounted for by adding it to the measured loss

SCOPE OF WORK:

Current Version:

The Applicant will return the beach to its pre-incident condition as follows:

WORK TO BE COMPLETED

The Applicant plans to repair the sand loss caused by Hurricane Matthew by replacing a total of 5,162 CY of sand between the southern boundary of Deerfield Beach and a point 295 LF north of FDEP Broward County marker R-6. Sand from a permitted onshore sand mine(s) will be placed to the design specifications of the EOR. The elevations, volume, sand grain size distribution, location and slopes of the restored beach and dune system will be equivalent to pre-Hurricane Matthew conditions consistent with the 2015 beach nourishment project. The Applicant will secure bids for the work necessary to complete this restoration. The EOR has provided a cost estimate for the work as follows (see Attachment 7):

Mobilization/Demobilization = \$15,000

Beach Fill (Includes Material Cost, Transportation and Placement) of 5,162 CY at \$50 / CY = \$258,100

Beach Surveys and Tilling = \$25,000

Environmental Protection = \$8,000

Bonds and Insurance = \$13,000

Subtotal for Construction Cost = \$319,100

Engineering, Design, Permitting, Supervision, & Administration (15%) = \$47,865

Total Project Costs = \$366,965.

FEMA CC 9001

Estimate of Total Work to be Completed = \$366,965.00

Estimate Notes:

The EOR based this cost estimate to replace sand lost due to Hurricane Matthew on obtaining fill material from the same upland mine used for the previous 2015 project. The Engineer's estimate is also based on actual historic costs for placing sand on Deerfield Beach and accounts for recent construction bid prices and increases due to inflation and increased fuel prices from the time of the previous project (completed in April 2015) to present. The cost includes engineering and design of the fill templates, geotechnical sampling to characterize the source and native area, permitting, NEPA compliance, plans and specifications, pre-construction surveys, construction administration, and post-construction survey and certification. The Engineering, Design, Permitting, Supervision and Administration is estimated at 15% of the construction cost, which is typical for this type of project. The FEMA Project Specialist assigned to this project has reviewed this estimate and finds it to be reasonable based on experience with bid prices and costs in the area.

Note that the FEMA Project Specialist reviewed the engineer's estimate and found the 10% contingency fee to be unreasonable since this Grant Application is a Large Project with cost reimbursement made on the Applicant's actual work invoices, as submitted.

DIRECT ADMINISTRATIVE COSTS (DAC): The Applicant estimated DAC as shown in Attachment 9. Deerfield Beach DAC. Rates for the personnel in DAC are shown in Attachment 10. DAC Personnel Rates. Fringe Benefit Rates for these personnel are shown in Attachment 11. Fringe Benefit Rates.

FEMA CC 9901 DAC = \$3,826.91

PROCUREMENT: The Applicant has followed and will continue to follow their procurement policy (see Attachment 12 Deerfield Procurement Policy) in completing this work.

ENVIRONMENTAL COMPLIANCE: The 2015 Project was constructed under Broward County Environmental Resource License No. DF14-1082 (Attachment 13. Broward County Renourishment License), FDEP Permit Modification No. 0289706-006-JN and the US Army Corps of Engineers permit for the original project, SAJ-1997-02355 (see Attachment 14. 2015 Post-Construction Monitoring Rpt for additional information).

Permits / modifications for the repair work that is the subject of this PW have not been obtained, but have been budgeted in the engineer's estimate (see above) and will be obtained prior to initiation of this renourishment project.

Sand sources for the repair work have not been finalized. The selected upland mine will depend on the contractor but will likely be a facility which has previously supplied beach compatible sand for beach nourishment projects in south Florida (e.g. Stewart Mining Industries' Immokalee Mine, Vulcan Materials' Witherspoon Mine, and/or the ER Jahna's Ortona Mine). The Sediment QA/QC plan used on the 2015 project is shown in Attachment 6.

TOTAL COST

Total Cost of this Project = Work to be Completed + Direct Administrative Costs

Total Cost of this Project = \$366,965.00 + \$3,826.91 = \$370,791.91

PROJECT NOTE

Although the original 1998 Project and the subsequent renourishment projects were completed jointly by the City of Deerfield Beach and Town of Hillsboro Beach, there is an ongoing lawsuit between these two entities involving beach erosion. For this reason, it was decided to complete a separate sand loss Project Worksheet for each Applicant (see Attachment 15. Lawsuit Update).

STANDARD COMMENTS:

--RECORD RETENTION: Complete records and cost documents for all approved work must be maintained for at least five years from the date of the Sub-recipient's Account Closeout. Project worksheets are subject to examination and audit by the State of Florida, and must reflect work related to disaster specific costs.

-- DIRECT ADMINISTRATIVE COSTS (ESTIMATED): Direct Administrative Costs (Subgrantee) 9901 have been estimated from the DAC Spreadsheet (Attached). These costs were calculated based on the total project value. The Subgrantee has been notified that back-up documentation will be requested at close-out which supports all costs incurred for assistance in formulating or administering this project assistance grant.

-- HAZARD MITIGATION PROPOSAL: Hazard Mitigation under section 406 has been considered for this project and due to the type of work or project, effective mitigation is not feasible within the requirements of 44 CFR 206.226(c).

-- PROCUREMENT: The Applicant was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

-- RECORD RETENTION: As described in 2 CFR 200.33 Subgrantee must maintain all work-related records for a period of three (3) years from Subgrantee closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

-- PERMITS: Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The applicant is responsible for obtaining all required permits prior to the commencement of work.

-- ENVIRONMENTAL AND HISTORIC PRESERVATION: Applicant must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

-- CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION): The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant shall notify the Florida Division of Emergency Management program representative prior to starting work.

-- INSURANCE REVIEW: The applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain /maintain insurance requirement. The Subgrantee must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

-- COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS: Costs used to formulate this project were based on:

- Unit Costs provided by Applicant
- Actual or Recent Contract costs
- Local material cost

-- AUDIT STATEMENT: All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The applicant has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later.

-- 75% FEDERAL FUNDING: In accordance with 44 CFR 206.47(a) and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs.

-- By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period for DR-4283 with the exception of requests for alternate or improved projects.

-- LARGE PROJECT ADJUSTMENT, ANY CATEGORY: When Subgrant Applications for Assistance (Project Worksheets) are written as Large Projects (\$121,800.00 or greater) not participating in the SRIA Alternative Procedures Pilot Program for Permanent Work – fixed estimated cost, an adjustment must be made during the closeout process in order to match the actual eligible dollars spent. This will require a Change (Version) to be submitted in EMMIE to capture the over-run/under-run.

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☒ No

Special Considerations included? ☒ Yes ☐ No

Hazard Mitigation proposal included? ☐ Yes ☒ No

Is there insurance coverage on this facility? ☐ Yes ☒ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9001	Contract	1/LS	\$ 366,965.00	\$ 366,965.00
		Direct Subgrantee Admin Cost			
2	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 3,826.91	\$ 3,826.91
				TOTAL COST	\$ 370,791.91
PREPARED BY ROBERT C GLASSEN			TITLE Project Specialist	SIGNATURE	
APPLICANT REP. Sophia H Taylor			TITLE Finance Division Chief	SIGNATURE	

Attachment 9

FEMA PW – Hurricane Dorian

PA-04-FL-4468-PW-00259(0) <u>P</u>	
Applicant Name:	Application Title:
HILLSBORO BEACH	130748 - Beach Renourishment
Period of Performance Start:	Period of Performance End:
10-21-2019	04-21-2021

Subgrant Application - Entire Application

Application Title: 130748 - Beach Renourishment

Application Number: PA-04-FL-4468-PW-00259(0)

Application Type: Subgrant Application (PW)

Preparer Information

Prefix
First Name WANDE
Middle Initial
Last Name SHAW
Title PDMG
Agency/Organization Name FDEM
Address 1 2555 Shumard Oak Blvd.
Address 2
City Tallahassee
State FL
Zip 32399 - 2100
Phone 850-815-4410
Email Melissa.Shirah@em.myflorida.com

Is the application preparer the Point of Contact? No

Point of Contact Information

Prefix
First Name Tim
Middle Initial
Last Name Blakenship
Title Consultant
Agency/Organization Hillsboro Beach, Town of
Address 1 1210 Hillsboro Mile, Suite A
Address 2
City Hillsboro Beach
State FL
ZIP 33062
Phone 954-427-4011
Fax

Email

TimBlakenship@moffattnichol.com

Alternate Point of Contact Information

Prefix

First Name

Mac

Middle Initial

Last Name

Serda

Title

Alternate Contact

Agency/Organization

Address 1

Address 2

City

State

ZIP

Phone

954-427-4011

Fax

Email

mserda@townofhillsborobeach.com

Project Description

Disaster Number:

4468

Pre-Application Number:

PA-04-FL-4468-RPA-0184

Applicant ID:

011-30850-00

Applicant Name:

HILLSBORO BEACH

Subdivision:

Project Number:

130748

Standard Project Number/Title:

799 - Recreational or Other

Please Indicate the Project Type:

Neither Alternate nor Improved

Application Title:

130748 - Beach Renourishment

Category:

G.RECREATIONAL OR OTHER

Percentage Work Completed?

0.0 %

As of Date:

11-20-2020

Comments

PDMG - WANDE SHAW

Attachments

Damage Facilities (Part 1 of 2)

Facility (Site) Number	Facility (Site) Name	Address	County	City	State	ZIP	Previously Damaged?	Action
1	Damage #366999; Beach Nourishment		Broward		FL		No	

Comments

Attachments

Facility (Site) Name:	Damage #366999; Beach Nourishment
Address 1:	
Address 2:	
County:	Broward
City:	
State:	FL
ZIP:	
Damage Category:	G
Was this facility (site) previously damaged?	No
Percentage Work Completed?	0.00 %
Location:	PA-04-FL-4468-PW-00259(0): 1210 Hillsboro Mile Hillsboro Beach, Florida 33062
Damage Description and Dimensions:	PA-04-FL-4468-PW-00259(0): The Disaster #4468DR, which occurred between 8/28/2019 and 9/9/2019 , caused: During the declared incident period from August 28, 2019 to September 9, 2019 Hurricane Dorian generated storm surge and wave action that caused loss of 64,030 CY of sand along the beach and dune erosion between FDEP Broward County markers R-6+750 and R-12+450 in the Town of Hillsboro Beach, Broward County, Florida. Damage #366999; Beach Nourishment See attached Subject Matter Expert (SME) report for additional information on project history, design, maintenance, DDD, Statement of Work, Cost Estimate and Environmental Compliance information. General Facility Information: Facility Type: Beaches Facility: Hillsboro Beach Renourishment Project Facility Description: engineered beach 5,700 LF (approximately 1.1 miles) long Year Built: 2011 Location Description: Atlantic coast of Broward County in the Town of Hillsboro Beach, between Florida Department of Environmental Protection (FDEP) reference monument markers R-6+750 and R-12+450, in Broward County, FL." Start GPS Latitude/Longitude: 26.30528, -80.07658 End GPS Latitude/Longitude: 26.29099, -80.07804 Design Elevation: Varies Design Slope: Varies Pre- and Post-Storm Profiles Available?: Yes General Damage Information: Date Damaged: 8/28/2019 to 9/9/2019

Cause of Damage: Hurricane Dorian generated storm surge and wave action that caused beach and dune erosion

Facility Damage:

Beach, 64,030 CY of engineered beach 5,700 LF long, Incident-Related Sand Loss, Hurricane Dorian generated storm surge and wave action that caused beach and dune erosion, 0% work completed.

Vessel Exclusion Buoys, 3 each of Floating Buoys, 5 FT long, Hurricane Dorian generated storm surge and wave action that caused the buoys to break free and float away, 0% work completed.

Scope of Work:

PA-04-FL-4468-PW-00259(0):
366999 Beach Nourishment

Work to be Completed:

The applicant will utilize contract services to perform sand renourishment to Town of Hillsboro Beach engineered public beach between FDEP reference monuments R-6+750 (26.305281,-80.076575) to R-12+450 (26.290990,-80.078038):

A. Furnish and install 64,030 CY of engineered beach sand, along 5,700 LF of reach between monuments R-6+750 and R-12+450, with a crest elevation of 7.50' (NAVD), 15:1 (H:V) design slope, and an average fill density of 11.23 CY/LF.

B. Furnish and install 3 EA floating vessel exclusion buoys, 5 FT long.

Work to be Completed Total (CEF): \$4,337,876.00

Project Notes:

1. The Applicant engaged their Engineer of Record (EOR) to assess the damages to the Town of Hillsboro Beach engineered public beach as result of Hurricane Dorian.
2. The beach assessment report, which was prepared and sealed by a Professional Engineer (PE), compared the pre-storm and post-storm survey profiles, with background erosion losses, to compute the quantity of eligible beach sand loss due to the incident. Refer to document 11. 2020-04-17 Hillsboro Beach – Hurricane Dorian Summary Letter PE Stamped.pdf.
3. The PE's damage assessment also includes a statement of probable cost. Refer to document 11. 2020-04-17 Hillsboro Beach – Hurricane Dorian Summary Letter PE Stamped.pdf
4. The statement of probable cost includes mobilization, delivered sand, engineering design, environmental permitting and monitoring, construction administration, tilling, and all other incident costs associated with beach renourishment. These costs were used to compute an "all-in" cost per cubic yard for the project.
5. The FEMA CEF cost estimate was prepared based on the PE's quantity of incident eligible sand loss computed in the beach assessment report and the PE's estimated probable costs. Refer to document 130748-DR4468FL FEMA CEF Cost Estimate.xlsx.
6. The beach is not a federally constructed shoreline under the specific authority of the USACE.

7. The beach was constructed by the placement of imported sand, of proper grain size, to a designed elevation, width, and slope.
8. The Applicant has legal responsibility and has established, and plans to adhere to, a maintenance program involving periodic re-nourishment with imported sand to preserve the original design. Refer to document 6. Hillsboro Beach – Nourishment & Maintenance Plan.pdf.
9. The applicant has provided environmental permits for this renourishment project. Refer to documents 8. 2017 Hillsboro FDEP Permit 0289706-009 FO.pdf, 9. 2018 Hillsboro USACE Permit SAJ-1997-02355.pdf, and 10. 2017 Boward ERL Modification.pdf.
10. The beach renourishment project is expected to begin in December 2020 and be completed by March 2021.
11. There are no Coastal Barrier Resource Act (CBRS) units in the vicinity of the project.
12. The applicant intends to use an upland sand source to complete the beach renourishment project. Probable sources are: Stewart Mining Industries' Immokalee Mine (Immokalee, FL), Vulcan Materials Company's Witherspoon Mine (LaBelle, FL), or ER Jahna's Ortona Mine (Moore Haven, FL).
13. The procurement documents have been provided.
14. The insurance policy has been provided.
15. Refer to Subject Matter Expert (SME) document 4468 – Hillsboro Beach Cat G Project #130748, SME Report – Bob Glassen.pdf for more information.

Hazard Mitigation Proposal

* Is effective mitigation feasible on this facility (site)? Yes

If you answered **Yes** to the above question, the next question is required

Will mitigation be performed on this facility (site)? Yes

If you answered **Yes** to the above question, the next question is required

Do you wish to attach a Hazard Mitigation Proposal? Yes

If you answered **Yes** to the above question, the next two questions are required

Please provide the Scope of Work for the estimate:
(maximum 4000 characters)

406 HMP Scope
Damage Inventory #366999

Address: Atlantic Coast of Broward County, Hillsboro Beach, Florida - GPS: Start 26.30528, -80.07658; End 26.29099, -80.07804

(I) Damages Description & Dimensions (DDD):

During the incident period, Hurricane Dorian generated storm surge and wave action that caused the loss of 64,030 CY of sand along the beach and dune erosion between Florida Department of Environmental Protection (FDEP) markers R-6+750 and R-12+450. There were also 3 floating buoys that broke free and floated away due to Hurricane Dorian.

Project Worksheet (PW) total cost of damage elements for DI 366999 = \$4,337,876.00

(II) Hazard Mitigation Proposal (HMP) Scope of Work:

To reduce or minimize damage in a future similar event, the Applicant proposes performing a feasibility study to determine the appropriate mitigation alternative to implement in the project area. The feasibility study shall gather and review existing data for the project area and for adjacent coastal systems (from Boca Inlet to Hillsboro Inlet); analyze the shoreline and volumetric changes for the project area and for adjacent coastal systems; conduct an alternatives analysis for potential mitigation options, and evaluate the effectiveness of those options through numerical modeling of shoreline response during storm events; develop the conceptual mitigation design, and report study findings, recommended mitigation, and next steps for implementation.

Costs provided by the MOFFAT & NICHOL, Inc. Reference attachment labeled 2020-10-16 Hillsboro Beach Feasibility Study_V2.

Feasibility Study Estimated Cost = \$99,135.00

Net mitigation cost for DI 366999 = \$99,135.00

(III) Hazard Mitigation Ratio (HMR):

HMR = (Total Hazard Mitigation Cost/PW Total Cost of Damage Elements) X 100

HMR = (\$99,135.00/\$4,337,876.00) X 100 = 2.29%

(IV) HMP Feasibility and Cost-Effectiveness:

The Hazard Mitigation Proposal for DI 366999 is deemed cost effective in accordance with the 15% Rule allowed by the FEMA PA Program and Policy Guide.

Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?

Yes

Cost Estimates

Option(s) that apply to this facility (site):

Hazard Mitigation Proposal : \$99,135.00

#	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate
*** Version 0 ***								
1	0909	Mitigation	1	LS	\$ 99,135.00	OTHER		\$ 99,135.00

Facility (Site) Level Cost Estimate Total: \$ 99,135.00

GIS Coordinates

Project Location	Latitude	Longitude
1210 Hillsboro Mile Hillsboro Beach, Florida 33062	26.300932	-80.078838
Start - (FDEP) reference monument markers R-6+750 and R-12+450, in Broward County, FL."	26.30528	-80.07658

End - (FDEP) reference monument markers R-6+750 and R-12+450, in Broward County, FL."

26.29099

-80.07804

Special Considerations

1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)? No
2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland? Yes
3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area? No
4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)? Yes
5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal? Yes
6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site? No
7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland? No
8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work? Yes
9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work? No

Attachments

For Category C, D, E, F, and G Projects only

Is effective mitigation feasible on this project? Yes

If you answered **Yes** to the above question, the next question is required

Will mitigation be performed on any sites in this project? Yes

If you answered **Yes** to the above question, the next question is required

Do you wish to attach a Hazard Mitigation Proposal? Yes

If you answered **Yes** to the above question, the next two questions are required

Please provide the Scope of Work for the estimate:

Mitigation opportunities identified for this project. Please refer to the individual damage(s) for Mitigation SOW

Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost? Yes

Hazard Mitigation Proposal - 0909

#	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
1	9888	Site 1 Damage #366999; Beach Nourishment	1	LS	\$ 99,135.00			\$ 99,135.00	☒ Include
Total Cost: \$ 99,135.00									View Sites

Comments

Cost Estimate

Is this Project Worksheet for

Cost Estimate Format

(Preferred) Repair									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
Work To Be Completed									
1	9000	CEF Cost Estimate (See Attached Spreadsheet)	1	LS	4,337,876.00	\$ CONSTRUCTION	Work To Be Completed	\$ 4,337,876.00	
Total Cost :								\$ 4,337,876.00	

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
Total Cost : \$ 0.00									

Hazard Mitigation Proposal - 0909									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
1	9888	Site 1 Damage #366999; Beach Nourishment	1	LS	99,135.00	\$		\$ 99,135.00	☒ Include
Total Cost :								\$ 99,135.00	

Total Cost Estimate:		\$ 4,437,011.00
(Preferred Estimate Type + Insurance Adjustments + Hazard Mitigation Proposal)		

Comments

Attachments

Existing Insurance Information

Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required	Facility (Site) No.
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Comments

Attachments

Comments and Attachments

Name of Section

Comment

Attachment

Project Description

PDMG - WANDE SHAW

Bundle Reference # (Amendment #)	Date Awarded
PA-04-FL-4468-PW-00259(287)	06-16-2021

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4468 - DR -FL	130748	011-30850-00	11-20-2020	G
APPLICANT: HILLSBORO BEACH				WORK COMPLETE AS OF: 11-20-2020 : 0 %	
Site 1 of 1					
DAMAGED FACILITY:				COUNTY: Broward	
Damage #366999; Beach Nourishment					
LOCATION:				LATITUDE:	LONGITUDE:
PA-04-FL-4468-PW-00259(0): 1210 Hillsboro Mile Hillsboro Beach, Florida 33062				26.29099 26.300932 26.30528	-80.07804 -80.078838 -80.07658
Current Version:					
DAMAGE DESCRIPTION AND DIMENSIONS:					
PA-04-FL-4468-PW-00259(0): The Disaster #4468DR, which occurred between 8/28/2019 and 9/9/2019 , caused:					
During the declared incident period from August 28, 2019 to September 9, 2019 Hurricane Dorian generated storm surge and wave action that caused loss of 64,030 CY of sand along the beach and dune erosion between FDEP Broward County markers R-6+750 and R-12+450 in the Town of Hillsboro Beach, Broward County, Florida.					
Damage #366999; Beach Nourishment					
See attached Subject Matter Expert (SME) report for additional information on project history, design, maintenance, DDD, Statement of Work, Cost Estimate and Environmental Compliance information.					
General Facility Information:					
Facility Type: Beaches					
Facility: Hillsboro Beach Renourishment Project					
Facility Description: engineered beach 5,700 LF (approximately 1.1 miles) long					
Year Built: 2011					
Location Description: Atlantic coast of Broward County in the Town of Hillsboro Beach, between Florida Department of Environmental Protection (FDEP) reference monument markers R-6+750 and R-12+450, in Broward County, FL."					
Start GPS Latitude/Longitude: 26.30528, -80.07658					
End GPS Latitude/Longitude: 26.29099, -80.07804					
Design Elevation: Varies					
Design Slope: Varies					
Pre- and Post-Storm Profiles Available?: Yes					
General Damage Information:					
Date Damaged: 8/28/2019 to 9/9/2019					

Cause of Damage: Hurricane Dorian generated storm surge and wave action that caused beach and dune erosion

Facility Damage:

Beach, 64,030 CY of engineered beach 5,700 LF long, Incident-Related Sand Loss, Hurricane Dorian generated storm surge and wave action that caused beach and dune erosion, 0% work completed.

Vessel Exclusion Buoys, 3 each of Floating Buoys, 5 FT long, Hurricane Dorian generated storm surge and wave action that caused the buoys to break free and float away, 0% work completed.

Current Version:

SCOPE OF WORK:

PA-04-FL-4468-PW-00259(0):
366999 Beach Nourishment

Work to be Completed:

The applicant will utilize contract services to perform sand renourishment to Town of Hillsboro Beach engineered public beach between FDEP reference monuments R-6+750 (26.305281,-80.076575) to R-12+450 (26.290990,-80.078038):

A. Furnish and install 64,030 CY of engineered beach sand, along 5,700 LF of reach between monuments R-6+750 and R-12+450, with a crest elevation of 7.50' (NAVD), 15:1 (H:V) design slope, and an average fill density of 11.23 CY/LF.

B. Furnish and install 3 EA floating vessel exclusion buoys, 5 FT long.

Work to be Completed Total (CEF): \$4,337,876.00

Project Notes:

1. The Applicant engaged their Engineer of Record (EOR) to assess the damages to the Town of Hillsboro Beach engineered public beach as result of Hurricane Dorian.
2. The beach assessment report, which was prepared and sealed by a Professional Engineer (PE), compared the pre-storm and post-storm survey profiles, with background erosion losses, to compute the quantity of eligible beach sand loss due to the incident. Refer to document 11. 2020-04-17 Hillsboro Beach – Hurricane Dorian Summary Letter PE Stamped.pdf.
3. The PE's damage assessment also includes a statement of probable cost. Refer to document 11. 2020-04-17 Hillsboro Beach – Hurricane Dorian Summary Letter PE Stamped.pdf
4. The statement of probable cost includes mobilization, delivered sand, engineering design, environmental permitting and monitoring, construction administration, tilling, and all other incident costs associated with beach renourishment. These costs were used to compute an "all-in" cost per cubic yard for the project.
5. The FEMA CEF cost estimate was prepared based on the PE's quantity of incident eligible sand loss computed in the beach assessment report and the PE's estimated probable costs. Refer to document 130748-DR4468FL FEMA CEF Cost Estimate.xlsx.
6. The beach is not a federally constructed shoreline under the specific authority of the USACE.
7. The beach was constructed by the placement of imported sand, of proper grain size, to a designed elevation, width, and slope.
8. The Applicant has legal responsibility and has established, and plans to adhere to, a maintenance program involving periodic re-nourishment with imported sand to preserve the original design. Refer to document 6. Hillsboro Beach – Nourishment & Maintenance Plan.pdf.
9. The applicant has provided environmental permits for this renourishment project. Refer to documents 8. 2017 Hillsboro FDEP Permit 0289706-009 FO.pdf, 9. 2018 Hillsboro USACE Permit SAJ-1997-02355.pdf, and 10. 2017 Boward ERL Modification.pdf.
10. The beach renourishment project is expected to begin in December 2020 and be completed by March 2021.
11. There are no Coastal Barrier Resource Act (CBRS) units in the vicinity of the project.
12. The applicant intends to use an upland sand source to complete the beach renourishment project. Probable sources are: Stewart Mining Industries' Immokalee Mine (Immokalee, FL), Vulcan Materials Company's Witherspoon Mine (LaBelle, FL), or ER Jahna's Ortona Mine (Moore Haven, FL).
13. The procurement documents have been provided.
14. The insurance policy has been provided.
15. Refer to Subject Matter Expert (SME) document 4468 – Hillsboro Beach Cat G Project #130748, SME Report – Bob Glassen.pdf for more information.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? ☒ Yes ☐ No

Special Considerations included? ☒ Yes ☐ No

Hazard Mitigation proposal included? ☒ Yes ☐ No

Is there insurance coverage on this facility? ☐ Yes ☒ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9000	CEF Cost Estimate (See Attached Spreadsheet)	1/LS	\$ 4,337,876.00	\$ 4,337,876.00
2	0909	Hazard Mitigation Proposal	1/LS	\$ 99,135.00	\$ 99,135.00
				TOTAL COST	\$ 4,437,011.00
PREPARED BY WANDE SHAW		TITLE PDMG	SIGNATURE		
APPLICANT REP. Tim Blakenship		TITLE Consultant	SIGNATURE		

HILLSBORO BEACH : PA-04-FL-4468-PW-00259					
Conditions Information					
Review Name	Condition Type	Condition Name	Description	Monitored	Status
Insurance Review	Conditions (Grant Specific)	Insurance	REQUIREMENTS No insurance requirements will be required for this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, or vehicles. (FEMA Recovery Policy FP 206-086-1). Billy J. Graham, Jr., PA Insurance Specialist, CRC East	No	Recommended
Final Review	Other (EHP)	Endangered Species Act (ESA)	ESA CONDITIONS: The proposed project must adhere to the Conservation Measures, Terms and Conditions, and Reasonable and Prudent Measures of the following Biological Opinions: USFWS Programmatic Piping Plover BO and the USFWS Statewide Programmatic BO for Sand Placement. The subgrantee must also adhere to the attached Sea Turtle and Smalltooth Sawfish Construction Conditions and Standard Manatee Conditions for In-Water Work. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.	No	Approved

HILLSBORO BEACH : PA-04-FL-4468-PW-00259**Conditions Information**

Final Review	Program Conditions (Program Specific)	Standard Conditions Part 2	UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS REQUIRED The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110. CHANGES IN SCOPE OF WORK REQUIRED The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide. Duplication of Federal Programs REQUIRED Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.	No	Approved
Final Review	Program Conditions (Program Specific)	Standard Conditions Part 1	RECORD RETENTION/DOCUMENTATION REQUIRED As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through	No	Approved

		HILLSBORO BEACH : PA-04-FL-4468-PW-00259		
		Conditions Information		
			entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs. PROCUREMENT In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326. LARGE PROJECTS The Recipient must submit its certification of the subrecipient's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work, or the project deadline, whichever occurs first. FEMA reimburses Large Projects (those with costs above the large project threshold) based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs. FEMA-STATE AGREEMENT REQUIRED The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance. DHS STANDARD TERMS AND CONDITIONS REQUIRED The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.	

HILLSBORO BEACH : PA-04-FL-4468-PW-00259**Conditions Information**

Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Approved
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Approved
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Approved
Final Review	Other (EHP)	Executive Order 11988 - Floodplains	EO 11988 PROGRAM CONDITION: Per EO 11988 and 44 CFR Part 9.12(f) requirements, project cannot be obligated until 03/18/2021.	No	Approved
Final Review	Other (EHP)	Migratory Bird Treaty Act (MBTA)	MBTA CONDITION: The subgrantee must comply with all the permit conditions and BO requirements regarding monitoring, reporting, and conservation requirements for birds. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.	No	Approved
Final Review	Other (EHP)	Coastal Zone Management Act (CZMA)	CZMA CONDITON: The subgrantee is responsible for coordinating with and obtaining any required permit(s) from FDEP Bureau of Beaches and Coastal Systems. Subgrantee must obtain a Joint Coastal Permit (JCP) permit prior to initiating work or verification that no permit was required. The subgrantee shall comply with all conditions of the required permit. All coordination pertaining to these activities should be documented and compliance maintained in their permanent files. Best Management Practices (BMPs) should be followed. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.	No	Approved

HILLSBORO BEACH : PA-04-FL-4468-PW-00259**Conditions Information**

Final Review	Other (EHP)	National Historic Preservation Act (NHPA)	NHPA CONDITION: Prior to conducting repairs, the subgrantee must identify the source and location of fill material and provide this information to FDEM and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer will be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout.	No	Approved
Final Review	Other (EHP)	Clean Water Act (CWA)	CWA CONDITION: The subgrantee is responsible for coordinating with and obtaining any required Section 404 permit(s) from the United States Army Corps of Engineers (USACE) and 401 permit(s) from the responsible state or tribal agency prior to initiating work. The subgrantee shall comply with all conditions and pre-construction notification requirements of the required permit(s), including any applicable regional conditions. All coordination pertaining to these activities or compliance with applicable permits must be documented and maintained in the subgrantee's permanent files. Copies must be forwarded to the Recipient (state or tribal EMA) and FEMA as part of the permanent project file. Failure to comply with this requirement may jeopardize receipt of federal funds.	No	Approved
EHP Review	Other (EHP)	National Historic Preservation Act (NHPA)	NHPA CONDITION: Prior to conducting repairs, the subgrantee must identify the source and location of fill material and provide this information to FDEM and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer will be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Recommended

HILLSBORO BEACH : PA-04-FL-4468-PW-00259**Conditions Information**

EHP Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Recommended
EHP Review	Other (EHP)	Endangered Species Act (ESA)	ESA CONDITIONS: The proposed project must adhere to the Conservation Measures, Terms and Conditions, and Reasonable and Prudent Measures of the following Biological Opinions: USFWS Programmatic Piping Plover BO and the USFWS Statewide Programmatic BO for Sand Placement. The subgrantee must also adhere to the attached Sea Turtle and Smalltooth Sawfish Construction Conditions and Standard Manatee Conditions for In-Water Work. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.	No	Recommended
EHP Review	Other (EHP)	Migratory Bird Treaty Act (MBTA)	MBTA CONDITION: The subgrantee must comply with all the permit conditions and BO requirements regarding monitoring, reporting, and conservation requirements for birds. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.	No	Recommended
EHP Review	Other (EHP)	Coastal Zone Management Act (CZMA)	CZMA CONDITON: The subgrantee is responsible for coordinating with and obtaining any required permit(s) from FDEP Bureau of Beaches and Coastal Systems. Subgrantee must obtain a Joint Coastal Permit (JCP) permit prior to initiating work or verification that no permit was required. The subgrantee shall comply with all conditions of the required permit. All coordination pertaining to these activities should be documented and compliance maintained in their permanent files. Best Management Practices (BMPs) should be followed. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.	No	Recommended

HILLSBORO BEACH : PA-04-FL-4468-PW-00259**Conditions Information**

EHP Review	Other (EHP)	Clean Water Act (CWA)	CWA CONDITION: The subgrantee is responsible for coordinating with and obtaining any required Section 404 permit(s) from the United States Army Corps of Engineers (USACE) and 401 permit(s) from the responsible state or tribal agency prior to initiating work. The subgrantee shall comply with all conditions and pre-construction notification requirements of the required permit(s), including any applicable regional conditions. All coordination pertaining to these activities or compliance with applicable permits must be documented and maintained in the subgrantee's permanent files. Copies must be forwarded to the Recipient (state or tribal EMA) and FEMA as part of the permanent project file. Failure to comply with this requirement may jeopardize receipt of federal funds.	No	Recommended
EHP Review	Other (EHP)	Executive Order 11988 - Floodplains	EO 11988 PROGRAM CONDITION: Per EO 11988 and 44 CFR Part 9.12(f) requirements, project cannot be obligated until 03/18/2021.	No	Recommended

Internal Comments

No.	Queue	User	Date/Time	Reviewer Comments
12	OLA Review	SYSTEM	06-15-2021 12:47 AM GMT	DHS Section 507 embargo until June 15 2021.
11	OLA Review	BROMLEY-WENGER STACY	06-11-2021 01:45 PM GMT	DHS Section 507 embargo until June 15 2021.
10	OLA Review	BROMLEY-WENGER STACY	05-27-2021 02:17 PM GMT	Public Assistance Division (HQ) has reviewed and approved the following Subgrant Application.
9	OLA Review	BROMLEY-WENGER STACY	05-27-2021 12:50 PM GMT	Public Assistance Division (HQ) has reviewed and approved the following Subgrant Application.
8	OLA Review	KIMBALL ROBERT	05-26-2021 09:26 PM GMT	Public Assistance Division (HQ) has reviewed and approved the following Subgrant Application.
7	Final Review	JOHNSON TERI	05-26-2021 02:08 PM GMT	Verified by DIU The CRC Net Cost in GM is equal to the total project cost in EMMIE and Cost Share matches in both systems. Project is ready for OLA Review. 05/26/2021

Internal Comments

No.	Queue	User	Date/Time	Reviewer Comments
6	Insurance Review	JOHNSON TERI	05-26-2021 01:56 PM GMT	11/19/2020 FACTS During the declared incident period, storm surge and wave action caused damages to the sand and dunes along the beach line FINDINGS Applicant provided a copy of their commercial insurance policy with Preferred Governmental Insurance Trust, policy number PK2FL1006200618-03, from October 1, 2019 to October 1, 2020. The policy has a blanket property and contents limit of \$8,770,911.00 with a 5% TIV per occurrence/per location for 'Named Storm subject to a minimal of \$10,000 per occurrence. The scope of work represented in this project is neither insured nor insurable. No insurance relief is anticipated. No insurance narrative will be produced or uploaded into documents or attachments. FEMA Policy 206-086-1 PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act) A. Duplication of Benefits. FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance. 1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property. 2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds. 3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s). 11/19/2020 04:45 PM by GRAHAM JR, BILLY J.
5	Mitigation Review	JOHNSON TERI	05-26-2021 01:56 PM GMT	Mitigation opportunities identified for this project. 11/19/2020 04:04 PM by Adorno Rosado, Joseph J.
4	Mitigation Review	JOHNSON TERI	05-26-2021 01:45 PM GMT	Mitigation opportunities identified for this project. 11/19/2020 04:04 PM by Adorno Rosado, Joseph J.

Internal Comments

No.	Queue	User	Date/Time	Reviewer Comments
3	Insurance Review	JOHNSON TERI	05-26-2021 01:39 PM GMT	11/19/2020 FACTS During the declared incident period, storm surge and wave action caused damages to the sand and dunes along the beach line FINDINGS Applicant provided a copy of their commercial insurance policy with Preferred Governmental Insurance Trust, policy number PK2FL1006200618-03, from October 1, 2019 to October 1, 2020. The policy has a blanket property and contents limit of \$8,770,911.00 with a 5% TIV per occurrence/per location for 'Named Storm subject to a minimal of \$10,000 per occurrence. The scope of work represented in this project is neither insured nor insurable. No insurance relief is anticipated. No insurance narrative will be produced or uploaded into documents or attachments. FEMA Policy 206-086-1 PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act) A. Duplication of Benefits. FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance. 1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property. 2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds. 3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s). 11/19/2020 04:45 PM by GRAHAM JR, BILLY J.

Internal Comments

No.	Queue	User	Date/Time	Reviewer Comments
2	EHP Review	HYATT LARISSA	03-16-2021 07:47 PM GMT	SOW: Town of Hillsboro Beach, Broward County, (26.305281, -80.076575) to (26.290990, -80.078038), Cat G, 0% work completed, total cost \$4,437,011.00. Applicant will perform sand renourishment by installing 64,030 CY of engineered beach sand along 5,700 LF of reach between monuments R-6+750 and R-12+450. The applicant plans on using an upland sand source. 3 floating vessel exclusion buoys will also be replaced in-kind. HMP is included to perform a feasibility study to determine the appropriate mitigation alternative to implement in the project area. The feasibility study shall gather and review existing data for the project area and for adjacent coastal systems. - kelkins - 03/04/2021 20:12:46 GMT The Applicant will complete the Hurricane Dorian (DR-4468) repair as a stand-alone project. - kelkins - 03/15/2021 17:52:45 GMT CWA: SEE CONDITION. - kelkins - 03/04/2021 20:23:28 GMT CZMA: SEE CONDITION. - kelkins - 03/04/2021 20:24:16 GMT EO 11990: A review of the National Wetland Inventory (NWI) online mapper, accessed on 10/01/2020, indicates that portions of the project may be located within a designated wetland. 8-Step completed as part of the EO 11988 review. - kelkins - 03/04/2021 20:39:41 GMT ESA: Per the USFWS Programmatic Piping Plover BO dated 05/22/2013 and the revised USFWS Statewide Programmatic BO (SPBO) for Sand Placement, dated 03/13/2015, the proposed project falls under the Conservation Measures, Terms and Conditions, and Reasonable and Prudent Measures of those documents attached. SEE CONDITIONS. - kelkins - 03/04/2021 20:18:38 GMT MBTA: Per attached Biological Opinions in ESA, the applicant is required to comply with FL Fish and Wildlife Commissions Nesting Bird guidelines. Applicant must also comply with monitoring, reporting, and conservation requirements for birds included in their permits. SEE CONDITION. - kelkins - 03/04/2021 20:25:36 GMT Uncheck catex Kari - see rework email EO 11988: The project is located in Zone VE per Broward County FIRM Panel #12099C1200F dated 10/05/2017. See 8-Step checklist attached. SEE CONDITION. - kelkins - 03/04/2021 20:26:53 GMT NHPA: Regarding buoys: Per the executed Programmatic Agreement among FL SHPO, FL DEM, and FEMA dated September 10, 2014, the SOW meets the following allowance in Appendix B: I.C.1.e. Regarding beach renourishment: FEMA has determined that there will be No Effect on Historic Properties. SHPO concurrence with this determination was received, dated 02/22/2021. Tribal consultation letters were submitted to the Alabama-Quassarte Tribal Town, Miccosukee Tribe of Indians of Florida, Poarch Band of Creek Indians, Seminole Tribe of Florida, and the Seminole Nation of Oklahoma on 01/27/2021. THPO concurrence from the Seminole Tribe of Florida was received on 02/03/2021. No other tribal consultation responses were received from any of the other interested tribes. SEE CONDITION. - kelkins - 03/04/2021 20:13:34 GMT

Internal Comments

No.	Queue	User	Date/Time	Reviewer Comments
1	Initial Review	O NEAL CARLA	11-20-2020 02:05 PM GMT	PA-04-FL-4468-PW-00259(0) - has been created in EMMIE. Reviewer should refer to Grants Manager to obtain project specific information. The final DDD, SOW, Cost, all Documentation and Insurance will be populated in EMMIE during the DIU EMMIE Final Record Upload process step by DIU.

[Go Back](#)

Attachment 10

2021 Property Values

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308AD0400	\$325,090.00
484308AE0290	\$747,480.00
484308AP0800	\$200,680.00
484308AP0690	\$200,680.00
484305FB0050	\$871,240.00
484305NU0840	\$382,980.00
484305050140	\$441,580.00
484308AN0130	\$699,610.00
484305AC0090	\$189,000.00
484305041251	\$176,040.00
484308CG0040	\$515,330.00
484305042530	\$832,110.00
484308BC1400	\$286,610.00
484305AN0110	\$585,620.00
484308BC1140	\$280,660.00
484308AP0190	\$265,050.00
484305DJ0070	\$254,910.00
484305AC0540	\$265,200.00
484305DA0880	\$542,460.00
484305NU0730	\$382,980.00
484308AP0060	\$261,160.00
484308BC1540	\$292,490.00
484305160050	\$322,170.00
484305DA0620	\$338,260.00
484305EB0360	\$827,110.00
484305EA0080	\$686,390.00
484305FB0020	\$558,470.00
484308NT0170	\$293,940.00
484308080230	\$910,980.00
484305AH0560	\$332,900.00
484308AP0880	\$133,770.00
484308BC0010	\$304,320.00
484308NT0220	\$239,430.00
484305AH0260	\$240,420.00
484308PR0220	\$208,010.00
484305EB0300	\$864,970.00
484308CM0530	\$326,940.00
484308CG0030	\$512,800.00
484308AA0030	\$291,760.00
484305NU0220	\$242,430.00
484305AB0150	\$152,660.00
484308CM0750	\$248,870.00
484305CD0110	\$289,160.00
484305EA0060	\$620,540.00
484308BC1990	\$289,510.00
484305AH0080	\$502,200.00
484305EA0050	\$644,240.00
484308BC0510	\$422,480.00
484308BC1630	\$348,600.00
484305AN0090	\$585,620.00
484305AH0530	\$528,140.00
484308BC1120	\$327,910.00
484305DA0150	\$288,680.00
484308080050	\$908,230.00
484308NN0330	\$168,690.00
484308CB0070	\$364,170.00
484305AH1220	\$409,970.00

Total JV
\$849,234,930.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305042470	\$586,430.00
484308BC1220	\$333,860.00
484305NV0050	\$160,920.00
484305DA0950	\$297,260.00
484305AH0460	\$579,510.00
484308130014	\$2,201,480.00
484308BC2020	\$292,490.00
484308BC1940	\$286,610.00
484305EB0340	\$1,084,390.00
484308080390	\$512,200.00
484308BM0080	\$858,180.00
484308AP0640	\$234,110.00
484308BC0670	\$310,200.00
484308CM0690	\$591,500.00
484305CD0040	\$289,160.00
484308PP0100	\$614,630.00
484305NU0860	\$375,590.00
484308BC0540	\$307,220.00
484308080570	\$390,780.00
484305AH1090	\$404,810.00
484305DA0610	\$294,390.00
484308BM0070	\$893,010.00
484305AH1070	\$384,260.00
484308NN0120	\$359,920.00
484305AN0400	\$716,370.00
484305220040	\$366,550.00
484305DA0930	\$297,260.00
484305BJ0020	\$283,330.00
484305DA0800	\$299,730.00
484308BC0100	\$316,140.00
484305AB0330	\$214,510.00
484308NN0820	\$151,380.00
484308CG0080	\$552,280.00
484308CB0110	\$372,080.00
484305DA0590	\$326,270.00
484308AP0410	\$261,160.00
484305CH0020	\$208,480.00
484308NT0110	\$321,130.00
484308BC1061	\$10.00
484305CK0220	\$603,610.00
484305DA0330	\$285,940.00
484305NZ0100	\$393,430.00
484305AH0750	\$394,570.00
484308BC1970	\$354,540.00
484308CM0120	\$429,200.00
484305041400	\$3,832,530.00
484305AM0140	\$343,330.00
484308CM0250	\$287,800.00
484305NU0490	\$375,690.00
484308NN0480	\$220,580.00
484305EC0020	\$157,040.00
484308CM0260	\$287,800.00
484305CG9998	\$1,124,070.00
484305CK0020	\$493,820.00
484308BC0260	\$316,140.00
484308PP0170	\$469,800.00
484305DJ0080	\$260,910.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308BC0870	\$319,060.00
484305EB0030	\$755,000.00
484308BC0160	\$310,200.00
484305NU0710	\$361,280.00
484308NN0720	\$242,630.00
484305AH1240	\$610,320.00
484305042770	\$136,460.00
484305AH0800	\$260,980.00
484305041520	\$870,740.00
484308NN0520	\$237,870.00
484305060080	\$370,930.00
484305CA0030	\$348,000.00
484305NU0300	\$244,880.00
484305AH0930	\$266,130.00
484308AP0890	\$200,680.00
484308AN0190	\$780,670.00
484305AC0300	\$265,200.00
484305CH0120	\$175,820.00
484308CB0020	\$407,710.00
484308NN0770	\$152,890.00
484308AN0050	\$486,740.00
484305AH1060	\$271,280.00
484305CD0060	\$291,790.00
484305AN0360	\$716,370.00
484305AH0970	\$389,410.00
484308080330	\$439,180.00
484305AH1180	\$553,800.00
484308BC0750	\$413,620.00
484308BC1050	\$280,660.00
484308CB0100	\$423,540.00
484305DA0540	\$360,540.00
484305EB0130	\$788,410.00
484305BM0010	\$325,890.00
484305EB0250	\$1,042,820.00
484308BC1820	\$286,610.00
484305043020	\$1,169,890.00
484305AH1020	\$363,760.00
484305AH0490	\$384,260.00
484308130021	\$3,726,530.00
484308080100	\$716,770.00
484305042880	\$1,504,110.00
484305AB0190	\$154,160.00
484305NU0810	\$254,570.00
484308AP0130	\$261,160.00
484308AP0740	\$287,620.00
484305AN0280	\$851,970.00
484305DA0340	\$293,960.00
484305NU0820	\$254,570.00
484308AE0040	\$751,530.00
484305DA0890	\$299,730.00
484308080360	\$516,660.00
484305NY0060	\$68,690.00
484305DA0020	\$600,610.00
484305AC0160	\$251,940.00
484308AP0520	\$361,200.00
484305AH1160	\$399,710.00
484308PR0180	\$173,340.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308BK0050	\$928,170.00
484305220010	\$369,370.00
484308BC1910	\$289,510.00
484305FB0040	\$586,390.00
484308AE0190	\$823,890.00
484308AD0340	\$295,920.00
484308BC1560	\$277,690.00
484305042930	\$194,800.00
484305AM0190	\$351,670.00
484305NZ0070	\$396,640.00
484308BC0170	\$313,180.00
484308NN0280	\$236,240.00
484308NN0170	\$376,760.00
484308080760	\$10.00
484308BC1720	\$280,660.00
484305NU0170	\$242,430.00
484305EB0290	\$864,970.00
484308AP0070	\$261,160.00
484305160120	\$343,000.00
484305AH0440	\$379,160.00
484308NT0180	\$293,940.00
484305AG0050	\$139,430.00
484308BC0850	\$316,140.00
484305NU0190	\$242,430.00
484305050081	\$242,800.00
484305AM0160	\$343,330.00
484305AH0250	\$363,760.00
484308AP1090	\$133,770.00
484305060090	\$451,520.00
484308PR0210	\$164,680.00
484305042140	\$134,230.00
484305DC0110	\$252,280.00
484305BJ0010	\$300,000.00
484308AP1050	\$213,900.00
484305NU0360	\$368,390.00
484308080500	\$606,520.00
484305AH0820	\$343,200.00
484308NN0340	\$151,380.00
484305AN0330	\$762,920.00
484305AN0410	\$771,470.00
484308AN0200	\$606,230.00
484308BC0520	\$304,320.00
484308CM0590	\$326,940.00
484305AH1270	\$415,120.00
484305NZ0050	\$631,910.00
484308BC1000	\$327,910.00
484308BC1390	\$289,510.00
484305AH0520	\$250,720.00
484308NP0160	\$426,790.00
484308CM0740	\$339,020.00
484305AB0100	\$151,160.00
484305AH0390	\$245,580.00
484305AH0410	\$245,580.00
484305NU0480	\$372,040.00
484308AD0250	\$295,920.00
484305AH0730	\$610,320.00
484308NN0420	\$146,290.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305BE0110	\$412,380.00
484305AH0910	\$266,130.00
484305EB0120	\$791,690.00
484308AP0610	\$133,770.00
484305DJ0050	\$259,410.00
484308NN0060	\$136,340.00
484305DA0430	\$293,960.00
484308BK0170	\$701,740.00
484308NN0620	\$240,260.00
484305NU0290	\$244,880.00
484305AG0090	\$92,960.00
484305AH1150	\$368,860.00
484308AD0090	\$270,000.00
484308BJ0030	\$744,960.00
484308CM0370	\$248,870.00
484305043110	\$10.00
484308AE0010	\$920,070.00
484308BC0040	\$313,180.00
484308AP1140	\$200,680.00
484305042520	\$485,090.00
484308AP1160	\$287,620.00
484305AC0670	\$243,870.00
484305AC0130	\$189,000.00
484308AD0220	\$295,920.00
484305AM0120	\$343,330.00
484308AP0310	\$261,160.00
484305NU0870	\$520,210.00
484308080020	\$1,916,720.00
484305AH0780	\$260,980.00
484308BC1500	\$292,490.00
484305042840	\$452,470.00
484308AP0790	\$200,680.00
484305NU0460	\$247,290.00
484305AB0020	\$179,580.00
484308BC0020	\$307,220.00
484305EB0060	\$959,740.00
484308AP0030	\$294,440.00
484308CM0180	\$281,860.00
484308AP0091	\$157,860.00
484308AD0270	\$299,960.00
484308AE0080	\$920,070.00
484308BC0810	\$325,000.00
484308130022	\$3,711,400.00
484308NN0840	\$151,380.00
484305AM0150	\$343,330.00
484308PP0210	\$492,180.00
484308080240	\$910,980.00
484305EB0330	\$1,084,390.00
484305AN0070	\$585,620.00
484305BH0060	\$261,480.00
484308130016	\$2,324,980.00
484308AE0090	\$893,730.00
484305DA0420	\$532,040.00
484305DA0940	\$341,670.00
484305BJ0100	\$300,000.00
484308AP0230	\$261,160.00
484305AB0210	\$207,520.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305DA0500	\$334,990.00
484308CM0600	\$591,500.00
484308080160	\$875,790.00
484308BM0060	\$611,310.00
484305042320	\$791,880.00
484308CM0220	\$438,210.00
484308AD0040	\$270,000.00
484305AC0600	\$189,000.00
484308AP0730	\$287,620.00
484308BC0220	\$319,060.00
484305NU0420	\$247,290.00
484305AK0040	\$654,580.00
484308PP0180	\$469,800.00
484305DA0560	\$288,740.00
484305AH1010	\$404,810.00
484305AH0100	\$368,860.00
484305NU0140	\$347,370.00
484305AN0290	\$707,780.00
484305DC0120	\$252,280.00
484305042680	\$10.00
484305AN0170	\$799,210.00
484308080300	\$395,900.00
484308080070	\$695,260.00
484308BC1180	\$280,660.00
484308AP0200	\$261,160.00
484308CM0470	\$248,870.00
484305NV0100	\$166,080.00
484305EB0350	\$1,348,600.00
484305AB0090	\$201,540.00
484308080280	\$910,980.00
484308BC0380	\$322,030.00
484308NT0230	\$239,430.00
484308080680	\$386,950.00
484308CM0450	\$320,990.00
484308BC0550	\$249,380.00
484308AN0110	\$505,960.00
484308AD0100	\$270,000.00
484308NP0170	\$426,790.00
484305NY0050	\$116,240.00
484308BJ0010	\$744,960.00
484305042550	\$485,960.00
484305042170	\$387,930.00
484308AE0200	\$823,890.00
484308AP0110	\$261,160.00
484305NU0330	\$244,880.00
484308AP0290	\$261,160.00
484305AN0160	\$945,080.00
484305EC0010	\$157,040.00
484308NN0650	\$162,530.00
484305AM0180	\$347,500.00
484305AM0250	\$833,330.00
484308AN0300	\$1,078,340.00
484308NN0550	\$237,870.00
484305AG0080	\$139,430.00
484305EB0410	\$1,244,160.00
484308BC0460	\$327,910.00
484305EB0320	\$1,198,260.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308AP0250	\$314,520.00
484305AM0270	\$351,670.00
484308PP0070	\$726,900.00
484308AP0930	\$234,260.00
484305CK0130	\$503,600.00
484308NN0750	\$242,630.00
484305060100	\$560,700.00
484305AN0560	\$1,374,210.00
484308NN0880	\$151,380.00
484308080260	\$699,080.00
484305AH0940	\$379,160.00
484305DA0070	\$335,310.00
484308NN0090	\$130,830.00
484308CM0270	\$248,870.00
484305AH0040	\$363,760.00
484308080250	\$699,180.00
484305AC0490	\$265,200.00
484305NU0410	\$247,290.00
484308PR0120	\$199,340.00
484308AP0600	\$133,770.00
484305050050	\$988,720.00
484308BC1350	\$289,510.00
484308NP0100	\$409,980.00
484308AE0280	\$655,390.00
484308AP0500	\$294,440.00
484305042830	\$299,540.00
484305CH0010	\$87,910.00
484305043100	\$674,040.00
484308BC1250	\$343,200.00
484305AH0980	\$600,070.00
484305NU0650	\$252,140.00
484308BM0150	\$558,000.00
484305BH0040	\$215,900.00
484305041800	\$177,930.00
484308BC0630	\$319,060.00
484308AP0210	\$261,160.00
484308080480	\$746,660.00
484305AN0080	\$585,620.00
484308AP1030	\$133,770.00
484305AN0230	\$754,340.00
484305220050	\$373,870.00
484305NU0600	\$375,690.00
484308BC0450	\$319,060.00
484305AC0020	\$265,200.00
484305041580	\$979,460.00
484305AH0850	\$594,910.00
484305042064	\$437,400.00
484305AC0280	\$265,200.00
484305041540	\$1,592,970.00
484305DA0960	\$341,560.00
484305AC0420	\$265,200.00
484308AD0380	\$293,490.00
484305CK0060	\$431,140.00
484305AC0040	\$265,200.00
484308BC0090	\$310,200.00
484305042063	\$395,550.00
484308PR0100	\$225,340.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305AB0140	\$152,660.00
484305EB0020	\$717,570.00
484308CM0380	\$314,870.00
484305AB0280	\$209,520.00
484308BC0910	\$325,000.00
484308080290	\$732,710.00
484308NN0680	\$162,530.00
484308PP0130	\$519,610.00
484305DH0120	\$244,520.00
484308BC1010	\$425,460.00
484308BC1880	\$286,610.00
484308NN0190	\$251,180.00
484305042870	\$264,450.00
484305BJ0070	\$283,330.00
484308BM0140	\$605,510.00
484305AC0620	\$179,540.00
484308AD0180	\$295,920.00
484308NT0190	\$293,940.00
484308AE0170	\$1,942,910.00
484305AH0810	\$374,010.00
484308BC0560	\$281,330.00
484308NP0060	\$376,260.00
484305NZ0110	\$405,360.00
484308080210	\$728,760.00
484308080410	\$761,770.00
484305EB0040	\$755,000.00
484305AH0280	\$240,420.00
484308AE0060	\$1,999,890.00
484305DA0100	\$283,140.00
484305AB0360	\$214,510.00
484305AN0380	\$860,540.00
484305NU0660	\$252,140.00
484305AN0510	\$1,176,970.00
484305CD0120	\$291,790.00
484308BC1270	\$283,630.00
484305EB0070	\$959,740.00
484305DA0180	\$606,610.00
484308BC1740	\$351,570.00
484308PP0220	\$484,770.00
484305NU0680	\$252,140.00
484308080200	\$1,021,930.00
484305AH1030	\$394,570.00
484305AC0010	\$265,200.00
484308BC0420	\$419,500.00
484305AH0340	\$594,910.00
484305AN0320	\$906,110.00
484308CM0630	\$332,890.00
484308AD0060	\$270,000.00
484305NU0280	\$244,880.00
484308AN0250	\$697,730.00
484305AC0330	\$189,000.00
484308BC1690	\$283,630.00
484308BC1160	\$280,660.00
484308AP0560	\$200,680.00
484305NU0670	\$252,140.00
484305AB0230	\$155,660.00
484305AH0060	\$353,460.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305EC0040	\$132,060.00
484305NZ0120	\$405,360.00
484305AH0370	\$338,040.00
484308AP1120	\$200,680.00
484305220020	\$366,490.00
484308AP0760	\$234,260.00
484305EB0190	\$787,230.00
484308BK0190	\$886,780.00
484308AP0650	\$133,770.00
484308AP0960	\$287,620.00
484308NN0290	\$238,610.00
484308PR0040	\$117,500.00
484308AD0130	\$270,000.00
484308NN0350	\$152,890.00
484305042060	\$10.00
484308BC0270	\$316,140.00
484305AH0720	\$589,760.00
484308BC1040	\$280,660.00
484305220060	\$10.00
484305AN0500	\$724,940.00
484305042050	\$10.00
484305AH0790	\$538,400.00
484308BC0430	\$319,060.00
484305DA0840	\$297,260.00
484308PP0040	\$1,028,760.00
484305042820	\$10.00
484308BK0160	\$701,740.00
484305AH0620	\$389,410.00
484305AH0290	\$440,000.00
484308AP1150	\$234,260.00
484305AH0600	\$605,220.00
484308NT0090	\$167,220.00
484308NP0020	\$384,710.00
484305AH0380	\$368,860.00
484305AC0610	\$179,540.00
484305BE0040	\$371,890.00
484308AE0030	\$893,730.00
484308AA0050	\$291,760.00
484305AB0250	\$209,520.00
484308AE0140	\$920,070.00
484308BC1060	\$280,660.00
484308AA0140	\$303,420.00
484305AH0770	\$384,260.00
484308CB0060	\$415,620.00
484305AN0480	\$869,130.00
484308NP0200	\$477,320.00
484305041770	\$101,630.00
484308NN0410	\$147,740.00
484305AH0120	\$358,600.00
484308BK0110	\$701,740.00
484308BC0410	\$422,480.00
484305BJ0030	\$283,330.00
484308AP0100	\$175,820.00
484305000140	\$143,310.00
484308AP0150	\$361,200.00
484305DA0130	\$319,940.00
484305EB0370	\$856,930.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305BM0030	\$319,500.00
484308NN0020	\$292,180.00
484308AN0090	\$630,040.00
484308NN0150	\$376,760.00
484308AD0120	\$270,000.00
484308BC0140	\$413,620.00
484305042370	\$2,925,570.00
484305041611	\$1,001,400.00
484305NY0090	\$83,790.00
484305DA0040	\$328,420.00
484305043210	\$10.00
484305AH1300	\$281,530.00
484308CM0560	\$326,940.00
484305CK0230	\$603,610.00
484308NN0450	\$147,740.00
484305AH1050	\$548,700.00
484305EB0420	\$1,125,900.00
484308PP0010	\$898,500.00
484305NZ0020	\$397,410.00
484305EB0200	\$828,320.00
484308PR0190	\$182,010.00
484305041510	\$545,160.00
484305EB0440	\$1,400,260.00
484305CD0020	\$289,160.00
484308AP0220	\$261,160.00
484305AN0460	\$724,940.00
484305DC0150	\$252,280.00
484305DA0780	\$345,260.00
484308AP0950	\$287,620.00
484305DA0300	\$338,610.00
484308000030	\$10.00
484305042240	\$787,680.00
484308BC0150	\$410,640.00
484305AH0540	\$250,720.00
484305AC0030	\$265,200.00
484308NP0140	\$393,070.00
484305DC0100	\$252,280.00
484308AE0220	\$823,890.00
484308CM0170	\$248,870.00
484308AP0770	\$200,680.00
484308CM0350	\$314,870.00
484305NU0500	\$357,790.00
484305NY0070	\$53,590.00
484308AD0190	\$295,920.00
484308NN0790	\$152,890.00
484308AN0060	\$623,780.00
484305AH0500	\$343,200.00
484305220030	\$366,490.00
484308BC1280	\$286,610.00
484308CM0010	\$456,230.00
484308BC1030	\$327,910.00
484308AD0070	\$270,000.00
484305041250	\$241,270.00
484305DA0980	\$599,790.00
484308100010	\$3,558,000.00
484308130010	\$2,016,250.00
484308BK0140	\$701,740.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305AC0580	\$189,000.00
484308BC1260	\$286,610.00
484308CB0010	\$407,710.00
484305AN0050	\$585,620.00
484305AH0110	\$327,740.00
484305NZ0090	\$393,430.00
484305AB0160	\$203,530.00
484305AC0110	\$189,000.00
484308AP0440	\$314,520.00
484308AE0240	\$655,390.00
484305AB0350	\$160,890.00
484308NN0890	\$152,890.00
484305042000	\$2,588,990.00
484305AM0230	\$347,500.00
484305CH0110	\$175,820.00
484305AN0200	\$719,270.00
484308NP0080	\$376,260.00
484308BC1510	\$289,510.00
484308CM0320	\$447,220.00
484308NN0660	\$164,130.00
484305CD0010	\$291,790.00
484308BC0190	\$319,060.00
484308AP0340	\$361,200.00
484308BC1330	\$336,830.00
484305AC0200	\$265,200.00
484308BC0250	\$313,180.00
484305DA0570	\$296,860.00
484308BC0330	\$416,600.00
484308PR0080	\$164,680.00
484308AN0310	\$8,780.00
484308CB0090	\$423,540.00
484308AD0390	\$295,920.00
484305AH0420	\$358,600.00
484308AD0240	\$295,920.00
484308BC0440	\$322,030.00
484305AB0130	\$203,530.00
484308CM0200	\$474,260.00
484308CM0550	\$326,940.00
484308AN0020	\$609,160.00
484305AH0240	\$332,900.00
484305050160	\$427,750.00
484305NU0750	\$254,570.00
484305DC0050	\$251,210.00
484305060210	\$662,270.00
484305AH1340	\$363,760.00
484308AD0150	\$303,240.00
484308CM0280	\$287,800.00
484305CH0070	\$175,820.00
484308AD0230	\$295,920.00
484305160080	\$327,310.00
484308CM0430	\$320,990.00
484308BC1770	\$283,630.00
484308AP0710	\$234,260.00
484305AC0510	\$265,200.00
484305042850	\$432,580.00
484305DA0720	\$294,390.00
484308NN0390	\$147,740.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308AP0580	\$200,680.00
484308NT0130	\$339,640.00
484308NN0780	\$151,380.00
484305AC0220	\$265,200.00
484305AH0830	\$394,570.00
484305NU0520	\$249,710.00
484305AM0080	\$339,170.00
484308080270	\$910,980.00
484308NN0560	\$240,260.00
484308AN0030	\$618,340.00
484308080440	\$755,700.00
484308BM0040	\$572,120.00
484308AA0160	\$350,100.00
484308BC0940	\$319,060.00
484305AN0130	\$585,620.00
484308NP0030	\$342,520.00
484308BC0210	\$322,030.00
484308080660	\$393,030.00
484308CM0030	\$420,190.00
484308AP0420	\$301,190.00
484308AN0240	\$627,330.00
484305AK0020	\$588,960.00
484308CM0720	\$339,020.00
484308BJ0050	\$523,800.00
484305NZ0080	\$397,410.00
484308BC0530	\$307,220.00
484308NN0760	\$151,380.00
484308BC1340	\$333,860.00
484308CG0050	\$329,640.00
484305DA0050	\$546,830.00
484305041220	\$1,124,210.00
484308BC1960	\$357,520.00
484308AA0090	\$350,100.00
484305AH0920	\$543,560.00
484308BM0090	\$858,180.00
484308PP0060	\$726,900.00
484305NU0850	\$758,130.00
484308NN0740	\$240,260.00
484308BC0240	\$413,620.00
484308AA0110	\$303,420.00
484308BK0080	\$1,300,610.00
484305041780	\$72,900.00
484308NP0120	\$393,070.00
484305NV0030	\$160,920.00
484305DA0200	\$291,080.00
484305AG0130	\$139,430.00
484305CK0240	\$925,630.00
484308BC1950	\$228,000.00
484305EB0080	\$1,193,630.00
484305AM0100	\$339,170.00
484308PP0110	\$519,970.00
484308BK0230	\$886,780.00
484308AP0860	\$234,110.00
484308BK0150	\$701,740.00
484308CM0610	\$627,580.00
484308BC1460	\$292,490.00
484305DA0920	\$291,580.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308PP0050	\$801,460.00
484305060110	\$815,250.00
484308BC0700	\$319,060.00
484308BM0160	\$605,510.00
484308BC1490	\$289,510.00
484308NP0180	\$443,700.00
484305DH0010	\$340,460.00
484305AC0550	\$189,000.00
484305NU0340	\$244,880.00
484308AD0350	\$295,920.00
484308BC1200	\$280,660.00
484305AN0120	\$585,620.00
484305DA0230	\$283,140.00
484308BC1830	\$283,630.00
484305NU0390	\$247,290.00
484305EC0060	\$157,040.00
484305NU0250	\$368,390.00
484305AN0540	\$998,400.00
484308080560	\$511,230.00
484308NN0400	\$146,290.00
484305AH0670	\$223,200.00
484308NN0460	\$216,260.00
484305EB0050	\$1,060,580.00
484305AC0470	\$265,200.00
484308NN0430	\$147,740.00
484305AH1230	\$399,710.00
484305060070	\$363,040.00
484305AH0210	\$589,760.00
484308BC1370	\$289,510.00
484305042780	\$139,600.00
484305BE0030	\$371,890.00
484305AB0300	\$158,640.00
484308BC2060	\$292,490.00
484305AC0120	\$189,000.00
484308NN0540	\$242,630.00
484308BK0130	\$701,740.00
484305NY0100	\$57,370.00
484308NN0700	\$237,870.00
484305EC0100	\$157,040.00
484305AM0280	\$355,830.00
484308NN0510	\$242,630.00
484308AP0320	\$294,440.00
484305BH0030	\$258,980.00
484308NN0100	\$247,370.00
484305NV0090	\$166,080.00
484308AP0460	\$175,820.00
484308AA0120	\$303,420.00
484305AC0640	\$251,940.00
484305EA0090	\$661,140.00
484308BC0790	\$322,030.00
484308AN0340	\$12,960.00
484308NT0100	\$321,130.00
484308080120	\$1,821,960.00
484308PR0090	\$182,010.00
484305EB0180	\$759,840.00
484305AH0020	\$579,510.00
484305AM0130	\$347,500.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305AB0080	\$199,540.00
484305DA0280	\$552,290.00
484308BC1110	\$330,890.00
484308AP0720	\$287,620.00
484308AP1170	\$287,620.00
484305FB0030	\$383,530.00
484305CK0050	\$499,800.00
484308NN0010	\$214,270.00
484308CM0480	\$320,990.00
484308AP0360	\$361,200.00
484305DA0460	\$285,940.00
484305NU0610	\$379,340.00
484305BH0020	\$232,500.00
484308AP0270	\$301,190.00
484305CK0100	\$411,510.00
484305NY0020	\$83,790.00
484305AH0480	\$363,760.00
484308BK0180	\$701,740.00
484308AN0170	\$505,960.00
484308080710	\$512,050.00
484305AH1310	\$558,960.00
484308AN0320	\$8,780.00
484305EB0160	\$1,001,300.00
484305AH0740	\$374,010.00
484308080040	\$908,280.00
484305042760	\$124,680.00
484305CD0080	\$289,160.00
484305AC0340	\$189,000.00
484308BM0020	\$572,120.00
484305AB0220	\$155,660.00
484305DA0710	\$338,400.00
484305041880	\$2,344,210.00
484305EB0100	\$752,400.00
484308080190	\$1,133,650.00
484308NT0080	\$167,220.00
484308NN0130	\$431,910.00
484305AM0070	\$343,330.00
484305AH0140	\$512,740.00
484308080170	\$979,660.00
484305AH0270	\$517,840.00
484308NT0010	\$419,410.00
484305EB0260	\$1,296,940.00
484308080510	\$746,790.00
484305AH0050	\$322,640.00
484308BC0860	\$319,060.00
484308AP0700	\$200,680.00
484308CM0700	\$627,580.00
484308BC1080	\$239,940.00
484305AB0340	\$160,890.00
484305042620	\$852,530.00
484305NU0240	\$364,740.00
484305NU0430	\$247,290.00
484305AH0990	\$620,620.00
484305AH0170	\$317,490.00
484305CK0110	\$528,780.00
484305DA0630	\$294,390.00
484305AN0490	\$724,940.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308AP0260	\$314,520.00
484308BJ0080	\$523,800.00
484308BC1900	\$286,610.00
484305AH1210	\$358,600.00
484308AP0590	\$200,680.00
484305EB0170	\$1,245,330.00
484308BC1700	\$280,660.00
484308PR0150	\$131,740.00
484308NT0020	\$361,180.00
484305041380	\$676,050.00
484308BC1800	\$286,610.00
484308BC0390	\$327,910.00
484308NP0130	\$376,260.00
484308AE0110	\$1,748,620.00
484308AA0130	\$303,420.00
484308NN0710	\$240,260.00
484305DA0730	\$338,260.00
484305AH1190	\$276,380.00
484305042350	\$2,141,270.00
484308BC1410	\$289,510.00
484308BC0970	\$327,910.00
484305AH0180	\$368,860.00
484305041610	\$445,620.00
484305BE0120	\$420,310.00
484305AH0640	\$379,160.00
484308BC0400	\$325,000.00
484308AP0180	\$361,200.00
484308BK0060	\$928,170.00
484305AH0550	\$363,760.00
484305041970	\$1,735,120.00
484308BC0620	\$313,180.00
484308NN0810	\$152,890.00
484308AD0210	\$295,920.00
484308CM0660	\$248,870.00
484305EB0210	\$828,320.00
484305NU0550	\$249,710.00
484305AH0190	\$358,600.00
484308080320	\$512,750.00
484305AH0330	\$574,360.00
484305EB0270	\$793,500.00
484305BE0080	\$386,480.00
484305EB0240	\$1,042,820.00
484305042310	\$1,122,910.00
484308BC0120	\$319,060.00
484305AC0460	\$265,200.00
484308AD0370	\$293,490.00
484308CM0340	\$314,870.00
484308BC0030	\$307,220.00
484308PR0110	\$182,010.00
484308CM0230	\$287,800.00
484308AP0390	\$261,160.00
484308BC2050	\$289,510.00
484305DA0550	\$341,960.00
484308CM0330	\$314,870.00
484308080730	\$511,960.00
484305NU0890	\$520,210.00
484308CM0040	\$275,900.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305042540	\$756,840.00
484305DH0060	\$244,880.00
484305BH0080	\$218,020.00
484308AA0150	\$303,420.00
484308NN0070	\$129,530.00
484305050150	\$395,770.00
484308CM0390	\$314,870.00
484305042700	\$1,916,290.00
484305CK0090	\$472,940.00
484305DC0160	\$253,340.00
484308AD0020	\$267,620.00
484308AP0970	\$287,620.00
484305043070	\$1,035,130.00
484305EC0050	\$157,040.00
484308BK0200	\$886,780.00
484305DC0010	\$252,280.00
484308080400	\$402,480.00
484308AP0850	\$254,330.00
484305CK0180	\$499,020.00
484305NU0310	\$244,880.00
484305AH0030	\$343,200.00
484308PR0020	\$131,740.00
484305BM0050	\$323,760.00
484305DM0050	\$408,500.00
484308CM0190	\$281,860.00
484308AD0080	\$270,000.00
484308NN0570	\$242,630.00
484305000090	\$10.00
484305042800	\$10.00
484305NU0450	\$247,290.00
484305AH0400	\$523,000.00
484308BC0730	\$319,060.00
484305NU0380	\$354,320.00
484308AP0050	\$261,160.00
484305AC0410	\$265,200.00
484305DA0700	\$294,390.00
484308NN0230	\$251,180.00
484305AN0450	\$724,940.00
484305AH0630	\$348,300.00
484308NN0590	\$240,260.00
484305CK0080	\$489,320.00
484305AC0400	\$251,940.00
484308080420	\$743,810.00
484305DA0060	\$576,740.00
484305CD0070	\$291,790.00
484308BC0710	\$316,140.00
484308BC0050	\$316,140.00
484305042250	\$241,990.00
484305NU0880	\$520,210.00
484305AG0070	\$139,430.00
484305DH0140	\$245,240.00
484308AP1080	\$234,110.00
484305AC0060	\$265,200.00
484305AH0430	\$327,740.00
484308BC1210	\$283,630.00
484308NT0030	\$361,180.00
484305060200	\$1,330,470.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305DJ0060	\$253,410.00
484305AH0230	\$374,010.00
484308PR0200	\$164,680.00
484308CM0730	\$339,020.00
484305NY0080	\$58,880.00
484305CK0200	\$419,680.00
484308AP1060	\$254,330.00
484308BC0300	\$325,000.00
484305DA0450	\$323,100.00
484305AN0210	\$754,340.00
484308PP0090	\$681,660.00
484308NT0040	\$501,640.00
484308NN0730	\$237,870.00
484308CB0050	\$415,620.00
484305BE0100	\$404,440.00
484308AP0450	\$301,190.00
484305000091	\$10.00
484305DA0210	\$283,140.00
484308000410	\$252,920.00
484308BC0290	\$319,060.00
484305AH1330	\$394,570.00
484308AP1020	\$200,680.00
484308CB0080	\$364,170.00
484308130020	\$3,765,750.00
484308AA0010	\$338,430.00
484308AN0180	\$722,380.00
484308CM0240	\$287,800.00
484308AE0070	\$920,070.00
484305050060	\$3,464,790.00
484308NT0210	\$239,430.00
484305042071	\$452,140.00
484308AN0150	\$630,040.00
484305AH1320	\$281,530.00
484308CM0070	\$275,900.00
484305CK0030	\$493,820.00
484308BC0590	\$310,200.00
484305CK0140	\$509,700.00
484305042890	\$12,100.00
484305DA0740	\$563,240.00
484305BM0040	\$319,500.00
484305DA0690	\$288,740.00
484308BK0070	\$1,300,610.00
484308NN0910	\$152,890.00
484305AH0160	\$348,300.00
484305AH0300	\$322,640.00
484308CM0060	\$275,900.00
484308AE0270	\$655,390.00
484305AN0300	\$707,780.00
484305DA0240	\$288,680.00
484308NT0150	\$339,640.00
484305AH0860	\$615,470.00
484308CM0500	\$501,300.00
484305AH1120	\$625,720.00
484305AM0020	\$335,000.00
484308CM0310	\$393,120.00
484305DA0380	\$291,510.00
484305AB0290	\$211,520.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308080550	\$511,190.00
484308AN0280	\$637,780.00
484308BC1650	\$366,960.00
484305042950	\$62,529,120.00
484305EC0070	\$157,040.00
484305CH0100	\$175,820.00
484308BC0230	\$416,600.00
484308BC1750	\$348,600.00
484308AP0090	\$314,520.00
484308BC1190	\$283,630.00
484308PR0170	\$138,680.00
484308080630	\$511,590.00
484308BC2010	\$289,510.00
484308AN0040	\$609,160.00
484305AC0350	\$189,000.00
484305041590	\$486,370.00
484305AM0240	\$351,670.00
484305041850	\$442,460.00
484308080740	\$394,320.00
484305042600	\$10.00
484305EA0040	\$650,100.00
484305DA0140	\$331,820.00
484305AN0270	\$707,780.00
484308AN0010	\$618,130.00
484308AD0170	\$295,920.00
484305NU0790	\$254,570.00
484305CA0040	\$351,200.00
484308AD0140	\$303,240.00
484308BC0720	\$322,030.00
484305NY0040	\$92,090.00
484308PP0230	\$514,540.00
484305AH0890	\$358,600.00
484308130030	\$3,681,550.00
484305NV0040	\$160,920.00
484305NU0210	\$242,430.00
484308AP0370	\$294,440.00
484305DA0390	\$334,990.00
484308NN0580	\$237,870.00
484308BC1320	\$286,610.00
484305BH0010	\$263,960.00
484308BC1930	\$289,510.00
484308BC0920	\$422,480.00
484305AH1350	\$415,120.00
484305DA0750	\$594,040.00
484305AC0650	\$265,200.00
484305CK0120	\$503,600.00
484305AH0880	\$399,710.00
484305NU0900	\$1,027,590.00
484305DJ0040	\$253,410.00
484305DH0100	\$243,800.00
484305AC0230	\$265,200.00
484305FB0010	\$365,270.00
484305AH1040	\$271,280.00
484308AP0120	\$261,160.00
484305160110	\$329,710.00
484305DA0220	\$319,940.00
484308AD0010	\$267,620.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308AE0210	\$823,890.00
484305AB0320	\$211,520.00
484305042810	\$10.00
484308BJ0020	\$803,160.00
484308AP0680	\$200,680.00
484305AM0170	\$343,330.00
484308BC1090	\$277,690.00
484305AN0020	\$585,620.00
484305042070	\$971,400.00
484305050040	\$1,026,040.00
484308CM0440	\$320,990.00
484308AP0170	\$361,200.00
484305NU0800	\$254,570.00
484308CM0400	\$492,290.00
484308080530	\$623,400.00
484305NU0590	\$357,790.00
484308CM0620	\$332,890.00
484305AC0320	\$179,540.00
484308130013	\$2,139,750.00
484305DJ0020	\$257,910.00
484308PP0150	\$469,800.00
484308CM0290	\$287,800.00
484305AN0440	\$869,130.00
484308AN0160	\$627,330.00
484305AN0370	\$716,370.00
484308AN0230	\$870,700.00
484305DC0140	\$252,280.00
484308NN0240	\$253,670.00
484308CM0540	\$326,940.00
484305AH0360	\$379,160.00
484305AC0250	\$265,200.00
484308NN0630	\$242,630.00
484305AC0380	\$179,540.00
484308AN0330	\$8,780.00
484308NP0090	\$393,070.00
484305042690	\$852,100.00
484308NN0600	\$242,630.00
484308000030	\$10.00
484305CH0050	\$175,820.00
484305042960	\$1,960.00
484308NN0900	\$151,380.00
484308080600	\$511,230.00
484308BK0100	\$701,740.00
484305AC0680	\$265,200.00
484308NN0860	\$151,380.00
484305CH0060	\$87,910.00
484305CK0170	\$468,500.00
484308BC1150	\$283,630.00
484308AE0260	\$823,890.00
484305CH0030	\$213,500.00
484305AH0010	\$558,960.00
484305160070	\$327,130.00
484308080620	\$397,040.00
484305NV0120	\$166,080.00
484305AH1250	\$630,880.00
484305042460	\$696,410.00
484305EB0230	\$1,152,370.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305050120	\$508,960.00
484308NP0230	\$629,040.00
484308BC0660	\$410,640.00
484305EC0030	\$132,060.00
484305AB0060	\$149,670.00
484305CD0100	\$289,160.00
484308BC0080	\$310,200.00
484305AH0590	\$584,670.00
484308BC1850	\$354,540.00
484305NU0400	\$247,290.00
484308BC0490	\$325,000.00
484308NT0120	\$339,640.00
484308NN0870	\$152,890.00
484308AP0380	\$261,160.00
484308CM0050	\$275,900.00
484305DA0580	\$288,740.00
484305AC0700	\$265,200.00
484308BC1440	\$339,740.00
484305NU0690	\$252,140.00
484305AB0180	\$154,160.00
484305AM0040	\$335,000.00
484308BC1420	\$286,610.00
484308BC1530	\$289,510.00
484308AD0300	\$295,920.00
484308CM0580	\$326,940.00
484308AP0630	\$254,330.00
484305NU0200	\$242,430.00
484305050130	\$606,160.00
484305NU0620	\$361,280.00
484305AH1200	\$389,410.00
484305AC0180	\$265,200.00
484308BC0800	\$319,060.00
484305NV0060	\$160,920.00
484308AP0080	\$301,010.00
484308NN0440	\$146,290.00
484305AK0030	\$621,770.00
484305NZ0030	\$397,410.00
484305DA0870	\$624,630.00
484308BC0320	\$419,500.00
484308BK0220	\$886,780.00
484305AM0220	\$347,500.00
484305NU0230	\$347,370.00
484308130012	\$2,077,980.00
484308AP0820	\$133,770.00
484308AN0260	\$1,078,340.00
484305AN0470	\$724,940.00
484308BC0880	\$325,000.00
484305AH0690	\$338,040.00
484308NP0220	\$541,790.00
484308080140	\$718,980.00
484308PP0120	\$515,860.00
484308BC1790	\$283,630.00
484305050110	\$469,570.00
484308080670	\$384,050.00
484308BC0340	\$316,140.00
484308CB0120	\$372,080.00
484305AH0900	\$389,410.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308BC1360	\$286,610.00
484305050080	\$516,220.00
484308AN0270	\$870,700.00
484308NN0800	\$151,380.00
484305AN0220	\$897,520.00
484305EB0140	\$1,106,470.00
484305042150	\$45,490.00
484308BC1470	\$289,510.00
484305AG0030	\$135,210.00
484305DH0110	\$244,520.00
484305DC0060	\$251,210.00
484305160060	\$322,170.00
484308NP0040	\$376,260.00
484308NT0050	\$167,220.00
484305DH0030	\$243,430.00
484305DM0030	\$408,500.00
484305BH0130	\$271,430.00
484305AK0010	\$556,140.00
484308AP0350	\$361,200.00
484305DM0040	\$408,500.00
484305042480	\$585,930.00
484308AP0910	\$200,680.00
484308NT0070	\$167,220.00
484305DA0010	\$328,420.00
484305DM0060	\$408,500.00
484308NP0010	\$466,700.00
484305160020	\$330,010.00
484308AP0620	\$234,110.00
484308PP0250	\$648,780.00
484305DA0090	\$335,310.00
484305AB0110	\$151,160.00
484305160030	\$386,530.00
484305NU0580	\$249,710.00
484308AP1040	\$133,770.00
484305050010	\$1,571,520.00
484308BC1520	\$292,490.00
484305BE0070	\$386,480.00
484305NV0110	\$166,080.00
484308CM0680	\$332,890.00
484305AM0010	\$335,000.00
484305042790	\$148,550.00
484305DC0080	\$252,280.00
484308AP0480	\$261,160.00
484305BE0020	\$364,600.00
484305042450	\$1,394,950.00
484308AP0470	\$261,160.00
484305DC0130	\$252,280.00
484305042190	\$519,140.00
484305NU0270	\$244,880.00
484305NU0780	\$254,570.00
484308AP1110	\$200,680.00
484308BC1310	\$283,630.00
484305AC0270	\$265,200.00
484305043060	\$2,652,230.00
484305NU0760	\$254,570.00
484308BJ0060	\$465,600.00
484305BH0120	\$220,130.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305NU0570	\$249,710.00
484308BC0900	\$327,910.00
484305NU0260	\$350,860.00
484308AP0920	\$200,680.00
484308AP0020	\$361,200.00
484305DA0850	\$341,560.00
484308AP1000	\$200,680.00
484305NV0010	\$160,920.00
484308080540	\$402,260.00
484305AC0560	\$179,540.00
484305DC0070	\$251,210.00
484305AB0040	\$181,380.00
484305NV0020	\$160,920.00
484305AN0550	\$1,374,210.00
484305AH1080	\$353,460.00
484305AB0070	\$149,670.00
484308AD0330	\$303,240.00
484305DH0050	\$303,600.00
484305043160	\$1,200,700.00
484305AG0110	\$92,960.00
484308AE0120	\$1,999,890.00
484308NP0210	\$999,720.00
484308AN0210	\$644,040.00
484308NP0081	\$185,760.00
484305NU0150	\$242,430.00
484308BC1860	\$351,570.00
484308CM0140	\$281,860.00
484308080700	\$392,650.00
484305EA0070	\$692,630.00
484305DA0510	\$557,740.00
484305CK0040	\$499,800.00
484308NN0040	\$136,340.00
484308BC1480	\$292,490.00
484305AB0240	\$207,520.00
484305AH0580	\$374,010.00
484305DH0080	\$247,040.00
484305BH0050	\$266,460.00
484305BM0020	\$319,500.00
484308AN0100	\$627,330.00
484308CM0640	\$332,890.00
484305041460	\$2,191,760.00
484308CG0020	\$410,990.00
484308NN0310	\$165,380.00
484308NT0200	\$308,770.00
484308BC0570	\$407,740.00
484305AH0070	\$564,110.00
484305NV0070	\$166,080.00
484308080490	\$606,520.00
484308080080	\$908,280.00
484305AN0340	\$860,540.00
484305DA0650	\$537,240.00
484308AN0350	\$12,960.00
484305DM0020	\$408,500.00
484308AP0300	\$261,160.00
484308NN0270	\$253,670.00
484305DA0640	\$618,630.00
484308AN0120	\$722,380.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308PP0140	\$476,310.00
484305AN0350	\$716,370.00
484308PP0080	\$771,740.00
484308BC0110	\$313,180.00
484308NN0500	\$240,260.00
484308BC0780	\$316,140.00
484305DA0170	\$288,680.00
484305BJ0060	\$300,000.00
484305AB0010	\$134,680.00
484305BJ0080	\$283,330.00
484305AC0310	\$189,000.00
484305042330	\$2,802,990.00
484308CM0510	\$411,140.00
484305042061	\$437,400.00
484305AN0310	\$762,920.00
484305DJ0090	\$254,910.00
484305DA0250	\$331,820.00
484308CG0070	\$453,260.00
484305AM0030	\$335,000.00
484308080220	\$691,610.00
484308BC1590	\$277,690.00
484305AN0030	\$585,620.00
484305DA0270	\$331,690.00
484305AN0430	\$771,470.00
484305DA0190	\$526,800.00
484308080060	\$695,150.00
484308PP0260	\$648,780.00
484308BC1620	\$280,660.00
484308BC0770	\$316,140.00
484305041200	\$7,904,460.00
484308AD0200	\$295,920.00
484305AH0760	\$353,460.00
484305NU0560	\$249,710.00
484308BC0310	\$322,030.00
484308080470	\$746,390.00
484308AP1130	\$200,680.00
484308AP0430	\$314,520.00
484308BC1890	\$289,510.00
484305AH0510	\$374,010.00
484305DA0370	\$335,090.00
484305NU0510	\$249,710.00
484308080610	\$398,600.00
484305AC0430	\$243,870.00
484308AN0080	\$630,470.00
484308BC0600	\$310,200.00
484308BC0830	\$419,500.00
484308NN0360	\$216,260.00
484308080450	\$606,600.00
484308NP0150	\$409,980.00
484305EA0030	\$579,960.00
484308AP0780	\$200,680.00
484308BC0360	\$316,140.00
484308CM0490	\$320,990.00
484305AC0500	\$265,200.00
484308AN0140	\$630,470.00
484305DA0680	\$326,270.00
484308AN0290	\$697,730.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308BK0210	\$886,780.00
484308AP1010	\$200,680.00
484305DA0480	\$335,090.00
484305AN0010	\$585,620.00
484308AD0050	\$270,000.00
484308PR0140	\$121,330.00
484305BE0060	\$379,180.00
484305DA0470	\$291,510.00
484305DA0490	\$291,510.00
484308BC1550	\$342,710.00
484308NT0041	\$10.00
484305EB0150	\$1,001,300.00
484308BJ0070	\$465,600.00
484308BJ0090	\$465,600.00
484308CM0150	\$281,860.00
484305CK0150	\$509,700.00
484305DH0070	\$243,080.00
484308NT0160	\$293,940.00
484305042160	\$92,410.00
484308080180	\$973,390.00
484305DA0120	\$255,750.00
484308BC1430	\$289,510.00
484308NN0380	\$146,290.00
484308080720	\$512,010.00
484308CM0460	\$320,990.00
484308BC0060	\$410,640.00
484308080090	\$908,230.00
484305EB0310	\$861,430.00
484308080350	\$516,620.00
484305AM0060	\$335,000.00
484308BC0640	\$316,140.00
484305DA0900	\$291,580.00
484308080310	\$511,740.00
484308080460	\$746,660.00
484308CM0360	\$314,870.00
484308BC0541	\$265,920.00
484305AC0170	\$265,200.00
484305BH0110	\$263,960.00
484308NN0160	\$373,020.00
484308AP0940	\$287,620.00
484308BM0050	\$572,120.00
484308130024	\$3,692,740.00
484305AC0150	\$251,940.00
484308AA0060	\$291,760.00
484308BC0930	\$419,500.00
484305AC0290	\$265,200.00
484305DA0110	\$291,080.00
484308AP0140	\$294,440.00
484305CK0070	\$459,400.00
484308AP0280	\$175,820.00
484308AE0100	\$751,530.00
484305AH0310	\$374,010.00
484305AN0040	\$585,620.00
484305AB0050	\$199,540.00
484305AC0370	\$179,540.00
484305EC0080	\$132,060.00
484308BC2030	\$289,510.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308BC1810	\$283,630.00
484308BC1870	\$289,510.00
484308AP0540	\$287,620.00
484308PR0060	\$147,340.00
484308BC1170	\$283,630.00
484305AH0840	\$384,260.00
484308PR0010	\$121,330.00
484305BE0090	\$396,510.00
484305AH0130	\$235,270.00
484305AG0020	\$92,960.00
484308BC0890	\$322,030.00
484308AE0050	\$1,898,730.00
484305AN0420	\$914,640.00
484305NZ0040	\$393,430.00
484308080370	\$393,080.00
484308AA0070	\$291,760.00
484305AH1170	\$276,380.00
484308080520	\$746,680.00
484305DA0770	\$364,070.00
484308BM0120	\$917,120.00
484308BC0980	\$325,000.00
484308BC0200	\$316,140.00
484305NU0530	\$249,710.00
484308130015	\$2,263,200.00
484308080110	\$702,750.00
484308CG0081	\$10.00
484305AG0120	\$139,430.00
484308AP0840	\$254,330.00
484305DA0670	\$288,740.00
484308BC0580	\$307,220.00
484308CM0100	\$465,240.00
484308NN0490	\$237,870.00
484308BC1020	\$422,480.00
484308AP0510	\$361,200.00
484305AH1290	\$404,810.00
484305DA0160	\$331,690.00
484305DA0410	\$612,640.00
484308NN0220	\$248,690.00
484305AG0140	\$139,430.00
484308AP0570	\$200,680.00
484305DA0760	\$345,260.00
484305BH0160	\$222,260.00
484305AC0070	\$265,200.00
484305DH0020	\$330,000.00
484308CM0670	\$332,890.00
484308AD0160	\$303,240.00
484308BC1780	\$286,610.00
484308PR9999	\$10.00
484305CD0030	\$289,160.00
484308NN0260	\$251,180.00
484305AN0060	\$585,620.00
484305AM0200	\$347,500.00
484308NN0470	\$218,410.00
484305AM0260	\$351,670.00
484305CA0020	\$348,000.00
484305AH1280	\$374,010.00
484308NP0190	\$443,700.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305AB0310	\$158,640.00
484308CB0040	\$356,240.00
484308NN0200	\$273,560.00
484308CM0570	\$201,880.00
484305AH0350	\$358,600.00
484305DA0320	\$338,610.00
484305042491	\$1,354,410.00
484305AC0050	\$265,200.00
484308NN0030	\$136,340.00
484308AD0260	\$303,240.00
484305AC0630	\$251,940.00
484305050030	\$1,039,980.00
484305BH0140	\$266,460.00
484308NN0180	\$248,690.00
484305AM0050	\$335,000.00
484305042880	\$1,504,110.00
484308BC0500	\$425,460.00
484308AP0010	\$361,200.00
484305CK0010	\$493,820.00
484308BC1980	\$292,490.00
484305050100	\$557,890.00
484308NN0210	\$276,290.00
484308BC1100	\$280,660.00
484305AC0140	\$189,000.00
484308CM0160	\$281,860.00
484308BC0280	\$322,030.00
484308AP1100	\$133,770.00
484305AC0450	\$265,200.00
484305AN0520	\$1,090,570.00
484308NN0530	\$240,260.00
484305AC0390	\$251,940.00
484308PR0130	\$121,330.00
484305AN0100	\$585,620.00
484305EA0020	\$602,100.00
484305AH0450	\$368,860.00
484308AP0330	\$361,200.00
484305DA0830	\$341,670.00
484305AC0360	\$189,000.00
484305NU0320	\$244,880.00
484305DA0400	\$270,000.00
484308CG0060	\$456,610.00
484308AP0670	\$200,680.00
484305AB0170	\$205,530.00
484305041690	\$2,007,570.00
484308BC0610	\$316,140.00
484308NT0060	\$239,670.00
484308CM0520	\$465,240.00
484305NZ0010	\$631,910.00
484308NN0320	\$167,020.00
484305EB0390	\$901,610.00
484305AH1000	\$384,260.00
484305AB0120	\$201,540.00
484305160040	\$386,610.00
484308BJ0120	\$523,800.00
484308CM0080	\$230,870.00
484308AE0250	\$823,890.00
484305AC0190	\$243,870.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305AH0090	\$348,300.00
484305AC0690	\$265,200.00
484308BC0041	\$265,920.00
484308AP0240	\$301,190.00
484305EA0010	\$607,570.00
484305NU0720	\$379,340.00
484305NY0010	\$56,610.00
484308BC1710	\$283,630.00
484308BM0130	\$631,660.00
484305DA0080	\$353,540.00
484305BE0010	\$364,600.00
484305DA0910	\$329,420.00
484308BC2000	\$292,490.00
484308BC0070	\$307,220.00
484305NU0740	\$364,740.00
484308AA0020	\$291,760.00
484308BC1130	\$283,630.00
484308NN0110	\$345,540.00
484305AN0260	\$707,780.00
484305CH0080	\$208,480.00
484305NU0540	\$249,710.00
484308NN0050	\$136,340.00
484308NP0070	\$332,420.00
484305160090	\$328,430.00
484305NU0350	\$350,860.00
484308BC0350	\$319,060.00
484305NU0630	\$252,140.00
484308BK0040	\$928,170.00
484308BC1610	\$280,660.00
484308CM0410	\$402,130.00
484305041450	\$1,595,410.00
484305DH0090	\$244,160.00
484305AH0200	\$569,200.00
484308CM0300	\$483,280.00
484308130023	\$3,698,390.00
484305EB0110	\$791,690.00
484308AN0220	\$1,051,400.00
484308NP0110	\$376,260.00
484305EB0090	\$726,230.00
484308BC1600	\$277,690.00
484308BC1290	\$283,630.00
484305BJ0090	\$283,330.00
484305AH0470	\$600,070.00
484305CD0050	\$289,160.00
484305041930	\$567,550.00
484305NU0700	\$252,140.00
484305DJ0030	\$251,910.00
484308080750	\$10.00
484305DA0600	\$338,400.00
484308AP0160	\$361,200.00
484308PR0050	\$182,010.00
484305041500	\$901,980.00
484308AP0660	\$133,770.00
484305CD0090	\$289,160.00
484305AH0950	\$348,300.00
484308AE0130	\$920,070.00
484308BC1450	\$336,830.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305AH1260	\$394,570.00
484305AH0680	\$368,860.00
484305AH1140	\$409,970.00
484305BH0150	\$266,460.00
484308AD0320	\$295,920.00
484308CM0090	\$275,900.00
484305EB0220	\$824,920.00
484308BC1680	\$280,660.00
484308BJ0040	\$465,600.00
484305AG0010	\$139,430.00
484305DA0030	\$521,600.00
484305160150	\$10.00
484308080430	\$743,880.00
484305DH0130	\$245,970.00
484305AC0520	\$265,200.00
484305DA0530	\$341,960.00
484305041790	\$70,200.00
484308NN0690	\$164,130.00
484305BH0070	\$261,480.00
484308BC0680	\$313,180.00
484305NU0180	\$242,430.00
484308BC1070	\$280,660.00
484305NU0130	\$364,740.00
484308CB0030	\$356,240.00
484305DA0260	\$288,680.00
484308AE0230	\$655,390.00
484305EB0280	\$822,100.00
484308AA0040	\$291,760.00
484308CM0020	\$366,080.00
484308CG0010	\$546,660.00
484305AH0650	\$255,820.00
484308BC1920	\$286,610.00
484308NN0250	\$248,690.00
484308AP0870	\$133,770.00
484308BC1580	\$280,660.00
484305FB0060	\$840,770.00
484308CM0110	\$375,100.00
484308080640	\$511,600.00
484305AH1100	\$394,570.00
484305042062	\$395,550.00
484305AN0530	\$1,061,690.00
484305042510	\$671,150.00
484308NN0640	\$160,900.00
484308NN0080	\$130,830.00
484305EB0430	\$1,125,900.00
484308AE0180	\$1,999,890.00
484305NV0080	\$166,080.00
484308PP0030	\$1,019,130.00
484308BC1730	\$283,630.00
484308BC0820	\$322,030.00
484308NT0140	\$339,640.00
484305AB0030	\$136,030.00
484305AB0270	\$157,140.00
484305160010	\$375,610.00
484308BM0010	\$595,340.00
484308NN0140	\$373,020.00
484308PP0190	\$492,180.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305AH0700	\$389,410.00
484305AG0040	\$92,960.00
484305EC0090	\$132,060.00
484308NT0211	\$239,430.00
484308BK0030	\$928,170.00
484308BM0100	\$858,180.00
484305NU0440	\$247,290.00
484305AC0660	\$265,200.00
484308AP0400	\$261,160.00
484308NN0830	\$152,890.00
484308AP0900	\$200,680.00
484308AA0100	\$303,420.00
484305DA0360	\$323,100.00
484308PR0240	\$199,340.00
484308NP0050	\$332,420.00
484308BC1660	\$280,660.00
484308BC0950	\$322,030.00
484308BC0840	\$416,600.00
484305DA0660	\$296,860.00
484308BC0480	\$330,890.00
484308PR0070	\$164,680.00
484305CH0040	\$175,820.00
484308BK0120	\$701,740.00
484308080580	\$390,810.00
484308BC1240	\$286,610.00
484308BC0990	\$330,890.00
484308AP0990	\$200,680.00
484308BC0690	\$313,180.00
484305AB0200	\$205,530.00
484305DA0290	\$582,490.00
484305AC0590	\$189,000.00
484308BC1640	\$345,690.00
484308AD0280	\$295,920.00
484305DA0520	\$588,270.00
484308AE0160	\$751,530.00
484308080010	\$1,282,040.00
484305NY0030	\$80,770.00
484305NU0160	\$242,430.00
484305DM0010	\$408,500.00
484305AN0240	\$851,970.00
484305AG0100	\$135,210.00
484308NN0610	\$237,870.00
484308AP0040	\$261,160.00
484308BC0960	\$322,030.00
484308AD0290	\$299,960.00
484308AP1070	\$254,330.00
484305AH0960	\$399,710.00
484308BM0180	\$647,620.00
484308BC0470	\$325,000.00
484308BC1230	\$330,890.00
484305AM0210	\$347,500.00
484308080340	\$392,080.00
484305NU0770	\$254,570.00
484305AH0870	\$379,160.00
484308BK0020	\$2,015,940.00
484305041910	\$567,120.00
484308BC2040	\$292,490.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305CK0190	\$515,970.00
484308AA0080	\$338,430.00
484305AH0220	\$353,460.00
484308BC1380	\$286,610.00
484305DA0350	\$285,940.00
484308AP0810	\$133,770.00
484308CM0210	\$384,110.00
484305CA0010	\$351,200.00
484308AD0310	\$295,920.00
484305AC0080	\$265,200.00
484305DH0040	\$245,600.00
484305DA0310	\$357,070.00
484305AC0100	\$179,540.00
484305160100	\$329,970.00
484305AN0150	\$799,210.00
484308PR0160	\$131,740.00
484308BM0110	\$858,180.00
484305AH0660	\$533,240.00
484308PP0200	\$492,180.00
484308AD0110	\$270,000.00
484305NU0470	\$354,320.00
484305AC0530	\$265,200.00
484305DA0440	\$285,940.00
484308BC0740	\$416,600.00
484308PP0160	\$469,800.00
484305AH0610	\$368,860.00
484305AC0260	\$265,200.00
484308BC1570	\$277,690.00
484305AC0570	\$189,000.00
484308PR0230	\$182,010.00
484305043240	\$8,950.00
484308BC0760	\$313,180.00
484308AN0070	\$699,610.00
484308AP0530	\$287,620.00
484308BC1760	\$286,610.00
484305NU0370	\$372,040.00
484305043190	\$872,710.00
484305DJ0010	\$251,910.00
484305AN0140	\$585,620.00
484305BH0100	\$263,960.00
484308AP0980	\$234,260.00
484308PP0020	\$893,310.00
484308080150	\$848,590.00
484308BC0180	\$313,180.00
484305AN0390	\$716,370.00
484308BC1670	\$283,630.00
484305DA0970	\$568,700.00
484308AD0360	\$295,920.00
484308CM0710	\$339,020.00
484305EB0010	\$692,580.00
484308AE0020	\$920,070.00
484305041360	\$1,378,960.00
484305BJ0050	\$300,000.00
484305AC0240	\$265,200.00
484308BM0030	\$572,120.00
484305AH0320	\$363,760.00
484308080590	\$511,160.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484308CM0130	\$281,860.00
484308AP0490	\$261,160.00
484305CH0090	\$213,500.00
484308CM0420	\$456,230.00
484305AH1110	\$605,220.00
484308PR0030	\$164,680.00
484308BK0090	\$1,300,610.00
484305DA0860	\$297,260.00
484308080030	\$696,680.00
484305AN0190	\$888,940.00
484308BC1581	\$242,270.00
484305BJ0040	\$283,330.00
484308AP0750	\$287,620.00
484308BC0130	\$316,140.00
484308AE0150	\$893,730.00
484305DA0810	\$291,580.00
484308NN0300	\$240,970.00
484305AM0110	\$339,170.00
484305NU0830	\$364,740.00
484305AN0180	\$719,270.00
484305AH1360	\$404,810.00
484305CK0160	\$439,770.00
484308NN0370	\$218,410.00
484305AH1130	\$389,410.00
484305050020	\$1,029,540.00
484308AD0030	\$270,000.00
484305CK0210	\$816,740.00
484305AM0090	\$339,170.00
484305DC0040	\$251,210.00
484308BC0370	\$325,000.00
484308PP0240	\$514,540.00
484305DC0030	\$251,210.00
484305AH0150	\$235,270.00
484305BH0090	\$268,940.00
484305AB0260	\$157,140.00
484308BM0170	\$605,510.00
484305AC0440	\$265,200.00
484305EB0400	\$897,900.00
484305DA0820	\$329,420.00
484308080650	\$412,450.00
484305NU0640	\$252,140.00
484308BC1840	\$286,610.00
484305DC0020	\$251,210.00
484308AP0830	\$234,110.00
484308000090	\$2,275,020.00
484305AC0210	\$265,200.00
484308CM0650	\$332,890.00
484305BE0050	\$379,180.00
484308AP0550	\$234,260.00
484305042490	\$695,990.00
484305AC0480	\$265,200.00
484308BC0650	\$413,620.00
484308NN0850	\$152,890.00
484305AH0710	\$379,160.00
484308NN0670	\$160,900.00
484305AH0570	\$384,260.00
484305AG0060	\$92,960.00

2021 Broward County Tax Role Data	
City of Deerfield Beach/Town of Hillsboro Beach	
Beach Renourishment Project	
PARCEL_ID	JV - Just Value
484305AN0250	\$707,780.00
484305NZ0060	\$631,910.00
484308NN0081	\$10.00
484305DC0090	\$253,340.00
484305DA0790	\$291,580.00
484308080380	\$392,070.00
484305EB0380	\$901,610.00



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1414

Agenda Date: 8/16/2022

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 submission of the application to the US Department of Agriculture for the Composting and Food Waste Reduction Cooperative Agreement Pilot Program; approving execution of the Grant Agreement if awarded; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

\$6,000 Cash Match and in-kind services.

Background/History

Food scraps and yard waste together are currently estimated to make up about 30% of the waste stream in South Florida. In a landfill, organic material can take tens to hundreds of years to decompose and releases copious amounts of harmful emissions into the atmosphere.

Composting is the natural process of recycling organic matter, such as leaves and food scraps, into a valuable fertilizer that can enrich soil and plants. Anything that grows decomposes eventually; composting simply speeds up the process, resulting in a nutrient-dense decomposed matter that can be reused for gardening, horticulture, and agriculture.

Diverting food waste to compost reduces landfill waste and its harmful emissions. Composting enriches soil, increases its moisture content, and reduces plant pests and the need for harmful chemical fertilizers.

The Fiscal Year 2022 United States Department of Agriculture ("USDA")'s competitive Composting and Food Waste Reduction ("CFWR") Pilot Grant Program provides eligible municipalities with a maximum of \$300,000 to plan and implement activities that minimize food waste through organic composting efforts.

Current Activity

The City of Deerfield Beach ("City") seeks Commission approval to apply for the FY 2022 Composting and Food Waste Reduction Pilot Grant in partnership with Filthy Organics ("FO") and the NJ Organics Recycling Foundation ("NJORF"), to implement a food composting pilot program. The proposed pilot program will involve residential and commercial composting collection in Deerfield Beach via four organic collection components:

1. Residential Collection Service (100 home cap);
2. Residential Drop-Off (Deerfield Beach residents only);
3. Commercial Collection Service (5 business cap); and
4. Special Event Collection (4 events).

In alignment with the City's Strategic Plan and sustainability initiatives, the goals of the pilot program are as follows:

1. Divert organic waste from landfills and repurpose it locally
2. Reduce City solid waste disposal costs by diverting from the landfill
3. Explore the effectiveness and viability of a compost program in Deerfield Beach
4. Generate high-quality compost to utilize in the community and improve soil composition for more naturally sustainable garden beds
5. Reduce use and reliance on fertilizers for community agriculture initiatives, City parks and landscaping, supporting improved water quality
6. Engage underprivileged communities in food security, gardening and composting through grant-funded education

The grant encourages projects that include partnerships with both non-profit and for-profit entities. As part of the proposed project, FO will manage all collection and processing of the compost material, as well as manage the start-up kit delivery, customer education and material giveback. NJORF will provide consulting services, data collection and educational programming.

If awarded funding, the City intends to enter into a Memorandum of Understanding outlining the partnership arrangements.

The City is requesting the maximum award amount of \$300K. The grant requires a 25% (\$75,000) local match which will be met through in-kind contributions, of which \$40,000 will be contributed from partner organizations. The remaining \$35,000 match will be provided by City through cash and in-kind services.

Grant Expenses	Value
Education, Outreach & Marketing	\$77,000
Consulting	\$40,000
Operations	\$117,000
Equipment	\$66,000
Matching	
NJORF In-Kind Service	\$20,000
DFB In-Kind Service	\$29,000
DFB Match	\$6,000
FO In-Kind Service	\$15,000
FO Match	\$5,000
Grant Expenses	\$300,000
Matching	\$75,000
Total	\$375,000

The City in-kind match of \$29,000 is comprised of all staff time for project management, procurement, marketing and Drop-Off Center management. Sustainable Management will contribute a cash match of \$3,000 to cover the cost of organic material collection at the Drop-Off Center and \$1,000 for backyard composters. Parks and Recreation will cover \$1,000 for booth rental at the selected special events and \$1,000 for recreation center rental for the educational workshops.

By implementing this project, the City has the opportunity to further its sustainability goals and reduce its negative impacts on the environment. A composting program has the potential to greatly reduce overall solid waste costs while working towards zero-waste goals. The auxiliary benefits to the giveback and community outreach can target social equity and food security challenges in the City. Overall, this program can provide environmental, economic and social benefits.

Recommendation

Staff recommends that City Commission authorize the application of the CWFR Pilot Project to the USDA in partnership with NJORF and FO, as well as authorize the execution of the grant agreement if awarded, providing for an effective date.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING SUBMISSION OF THE APPLICATION TO THE US DEPARTMENT OF AGRICULTURE FOR THE COMPOSTING AND FOOD WASTE REDUCTION COOPERATIVE AGREEMENT PILOT PROGRAM; APPROVING EXECUTION OF THE GRANT AGREEMENT IF AWARDED; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, food scraps and yard waste together are currently estimated to make up about 30% of the waste stream in South Florida; and

WHEREAS, diverting food waste to compost reduces landfill waste and its harmful emissions; and

WHEREAS, composting enriches soil, increases its moisture content, and reduces plant pests and the need for harmful chemical fertilizers; and

WHEREAS, the Fiscal Year 2022 United States Department of Agriculture (“USDA”)’s competitive Composting and Food Waste Reduction (“CFWR”) Pilot Grant Program provides eligible municipalities with a maximum of \$300,000 to plan and implement activities that minimize food waste through organic composting efforts; and

WHEREAS, the City of Deerfield Beach (“City”) seeks approval to apply for the Fiscal Year 2022 Composting and Food Waste Reduction Pilot Grant in partnership with Filthy Organics (“FO”) and the NJ Organics Recycling Foundation (“NJORF”), to implement a food composting pilot program; and

WHEREAS, the proposed pilot program will involve residential and commercial composting collection in Deerfield Beach via four organic collection components: (1) residential collection service (100 home cap), (2) residential drop-off (Deerfield Beach residents only); (3) commercial collection service (5 business cap), and special event collection (4 events) (the “Pilot Program”); and

WHEREAS, the Pilot Program aligns with the City’s Strategic Plan and sustainability initiatives; and

WHEREAS, as part of the proposed project, FO will manage all collection and processing of the compost material, as well as manage the start-up kit delivery, customer education and material giveback; and

WHEREAS, NJORF will provide consulting services, data collection and educational programming; and

WHEREAS, the City is requesting the maximum award amount of \$300,000, which will require a 25% (\$75,000) local match that will be met through in-kind contributions, of which \$40,000 will be contributed from partner organizations, and the remaining \$35,000 match will be provided by the City through cash and in-kind services; and

WHEREAS, Staff finds that it is in the best interest of the City to authorize the application for the CFWR Pilot Grant Program to the USDA in partnership with NJORF and FO, and authorize the execution of the grant agreement if awarded.

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 of the City of Deerfield Beach hereby authorizes the submission of an application for the CWFR Pilot Grant Program to the USDA in partnership with NJORF and FO, and authorizes the execution of the Pilot Program grant agreement if awarded.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including execution of the Pilot Program grant agreement if awarded.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED 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. 2022-1440

Agenda Date: 8/16/2022

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, authorizing submission of a 2022 Bridge Investment Program Bridge Projects Grant Application to the Federal Highway Administration for replacement of the Southeast 15th Avenue Bridge; authorizing execution of the Grant Agreement if awarded to the City; providing for an effective date. (Funds from Account #108-0000-381-0100 - Road & Bridge Fund/Transfer in General Fund & Account #108-5050-541-6031 - Infrastructure Maintenance/Improvement Other than Building)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$3,200,000

Account Name: Road & Bridge Fund/Transfer-in General Fund

Account Number: 108-0000-381-0100

Secondary Account Name: Infrastructure Maintenance/Improvement Other Than Building

Secondary Account Number: 108-5050-541-6031

Background/History

The U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA) is soliciting applications for the 2022 Bridge Investment Program (BIP), which has allocated a total of 2.3 billion in 2022 BIP funds for Large Bridge and Bridge Projects. These funds will be awarded on a competitive basis for bridge replacement, rehabilitation, and preservation projects to improve the safety, efficiency, and reliability of movement of people and freight over bridges. A total of \$20 million is available in 2022 BIP funds with a minimum grant award of \$2.5 million. The award amount will require a 20 percent match of the total eligible project costs.

SE 13th Ave. Bridge, currently under rehabilitation, was funded by the Broward County Surtax. SE 15th Avenue bridge, is on the Surtax List but not funded at this point in time and remains a priority for funding. The 15th Ave. bridge does not meet current road design standards for deck geometry, or sufficient width for the two-lane configuration of the roadway. Additionally, in the numerical values used to rate a bridge, the 15th Avenue Bridge has a sufficiency rating of 25.6 and a health index of 60, which are well below the 80 and 85 metrics established for federal programs, and indicate the need to replace the 15th Avenue Bridge. Under the Federal Government's National Bridge Inventory (NBI) ratings, the 15th Avenue Bridge rates as 'fair'. The structure requires weight restriction postings, with the most recent load analysis in 2019 restricting the weight to 12 tons.

In late 2020 and early 2021, the City conducted extensive public meetings and initiated a public poll to solicit opinions about the disposition of this bridge to either decommission the bridge or replace it. The poll received over 765 responses, and the overwhelming consensus (77.65%) was to program

the future replacement for this bridge. In addition, after coordination with Public Safety and Law Enforcement, it was determined that the SE 15th Avenue Bridge is critical to unit response time performance standards.

The bridge replacement will address the minimum roadway width required for two lanes of travel and address bicycle facilities and sidewalks, which currently do not exist on the bridge. Federal law requires that all projects with Federal participation provide for safe accommodation for all modalities of pedestrians, which includes persons with disabilities, bicyclists, and freight. These practices are consistent with the City's Complete Streets guidelines and goals for improved quality of life for all residents. In-road bicycle lanes and minimum 5' wide sidewalks will be constructed on both sides of the bridge with its replacement. Additionally, the bridge will need to be raised above the minimum flood elevation to ensure climate change resilience and to reduce its impact on the flood plain. This may also result in improved navigability of the canal. No additional right of way is anticipated for this project.

Current Activity

The City's current replacement cost for this bridge is estimated at \$2.5 million. In addition to the cost for replacement, the city will need to have design documents prepared for construction bidding. The design cost is estimated at \$700,000. The BIP will fund 80% of the cost for the bridge design and replacement and the city will need to fund the remaining 20%. If awarded this grant, funding will be provided from the fund balance in the Road and Bridge Fund.

Recommendation

Staff is requesting the Commission's approval to apply for the 2022 Bridge Investment Program Bridge Projects grant and to allow the City Manager to execute the grant agreement if awarded, providing for an effective date.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING SUBMISSION OF A 2022 BRIDGE INVESTMENT PROGRAM BRIDGE PROJECTS GRANT APPLICATION TO THE FEDERAL HIGHWAY ADMINISTRATION FOR REPLACEMENT OF THE SOUTHEAST 15TH AVENUE BRIDGE; AUTHORIZING EXECUTION OF THE GRANT AGREEMENT IF AWARDED TO THE CITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City is the owner and operator of SE 15th Avenue bridge (“Bridge”) and, as such, has the maintenance obligation in perpetuity for it; and

WHEREAS, in late 2020 and early 2021, the City conducted extensive public meetings and initiated a public poll to solicit opinions about the disposition of the Bridge, which is identified as a “scour critical” bridge that requires annual inspection by the State of Florida; and

WHEREAS, the poll received over 765 responses and the overwhelming consensus (77.65%) was to program the future replacement for the Bridge; and

WHEREAS, the City determined the Bridge is critical to ensuring appropriate public safety and law enforcement response time and performance standards; and

WHEREAS, the City’s current replacement cost for the Bridge is estimated at \$2.5 million and an estimated \$700,000 for design documents to be prepared for construction bidding; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration (“FHA”) is soliciting applications for the 2022 Bridge Investment Program (“BIP”); and

WHEREAS, the City is seeking funds in the eligible category for Bridge Projects; and

WHEREAS, a total of \$20 million is available in the 2022 BIP funds with a minimum grant award of \$2.5 million; and

WHEREAS, the BIP will fund 80% of the cost for Bridge design and replacement and the City will need to fund the remaining 20%; and

WHEREAS, the City Commission finds it to be in the best interest of the City to authorize submission a 2022 Bridge Investment Program Bridge Projects grant application to the FHA, and to authorize the City Manager to execute the BIP grant agreement if awarded to the City.

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 authorizes the City to submit a 2022 Bridge Investment Program Bridge Projects grant application to the FHA for the SE 15th Avenue Bridge replacement.

Section 3. The Mayor and City Manager are authorized to execute the BIP grant agreement, if awarded, with such terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

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. 2022-1438

Agenda Date: 8/16/2022

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 cooperative purchasing agreement with Shiff Construction & Development, Inc. through Sourcewell, Inc. Job Order Contract (JOC) #FL-R10-GC02-111821-SCD to construct community center improvements in an amount not to exceed \$580,598.50; providing for an effective date. (Funds from Account #146-8000-539-6031 - Parks Impact Fees - Improvements Other than Buildings (West Community Center Building Project))

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$580,598.50

Account Name: Parks Impact Fees - Improvements Other than Buildings (West Community Center Building Project)

Account Number: 146-8000-539-6031

Background/History

In April 2017, in accordance with Consultant Services CCNA RFQ#2101-13/16, the city hired Kenneth Carlson Architects to design and develop a code compliant plan for remodeling the existing "BSO Field Office" and "Bonus and Recreational Training Facility", also commonly referred to as the West Community Center. Plans include remodeling of two tenant spaces and building common areas. Included with the remodel were adjustments to plumbing, air conditioning, power, and lighting.

Due to delays associated with Covid-19 and shifting priorities, the City shelved these improvements. This year it was determined to prioritize and fund these improvements with Park Impact Fees.

Current Activity

The City sought pricing in accordance with Sourcewell Inc. Job Order Contract #FL-R10-GC02-111821-SCD. Under this contract, Shiff Construction and Development provided a proposal in the amount of \$580,598.50 for the following construction activities:

- Demolition of existing asphalt, as per plans
- Demolition of existing CMU wall, as per plans
- Demolition of existing floor and wall tiles (male, female, and storage area), as per plans
- Demolition of existing partitions and accessories in male/female restrooms, as per plans
- Demolition of existing light fixtures and electrical devices, as per plans
- Demolition of existing ceiling grid/ACT, as per plans

- Demolition of existing FRP, as per plans
- Demolition of existing framing/drywall, as per plans
- Demolition of existing awning, as per plans
- Demolition of existing sink(s) in male/female restrooms, as per plans
- Demolition of toilet(s) female restrooms, as per plans
- Demolition of lockers, as per plans
- Demolition of millwork/countertops and casement, as per plans
- Demolition of doors and windows, as per plans
- Demolition of existing urinal(s) male restroom, as per plans
- Demolition of HVAC grilles, as per plans
- Provide new sidewalk (bring to grade) and pads at door ways
- Provide new ADA ramp, as per plans
- Provide ADA sign, as per plans
- Provide new paint for existing wheel stops, as per plans
- Replace existing handicap signs, as per plans
- Resurface/Reseal Asphalt, as per plans
- Provide new yellow tactile warning strip, as per plans
- Supply new striping for parking lot, as per plans
- Supply and install new steel railing, as per plans
- Supply and install new steel columns for awnings, as per plans
- Supply and install new frame and awnings, as per plans
- Provide engineering drawings for new columns, as per plans
- Supply and install new millwork/countertop (new computer station) cabinets), as per plans
- Relocate existing light fixtures , as per plans
- Supply and install new concrete light pole, fixtures and receptacles (relocate panel, new time clock, wiring, breakers, switches, outlets, EMT for new camera, backfill, etc.), as per plans
- Supply and install new doors and impact windows, as per plans
- Supply and install new framing/drywall, as per plans
- Supply and install new floor and wall tiles and cove base for male/female restrooms and storage area, as per plans
- Supply and install new FRP or GWB, as per plans.
- Supply and install new access control systems (card readers, cameras) , as per plans
- Supply and install new partitions and accessories for male/female restrooms, as per plans
- Supply and install (low voltage, cameras and access controls), as per plans
- HVAC scope by Owner
- Paint interior walls, as per plans
- Exterior Stucco Repair/Paint
- Installation of door signs (male/female restrooms) , as per plans

Recommendation

It is recommended the City Commission of the City of Deerfield Beach, Florida approve a Contract with Shiff Construction in the amount not to exceed \$580,598.50 for the West Community Center Improvements.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A COOPERATIVE PURCHASING AGREEMENT WITH SHIFF CONSTRUCTION & DEVELOPMENT, INC. THROUGH SOURCEWELL, INC. JOB ORDER CONTRACT (JOC) #FL-R10-GC02-111821-SCD TO CONSTRUCT COMMUNITY CENTER IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$580,598.50; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in April 2017, in accordance with Consultant Services CCNA RFQ#2101-13/16, the city hired Kenneth Carlson Architects to design and develop a code compliant plan for remodeling the existing "BSO Field Office" and "Bonus and Recreational Training Facility", also commonly referred to as the West Community Center; and

WHEREAS, plans include remodeling of two tenant spaces and West Community Center common areas, including adjustments to plumbing, air conditioning, power, and lighting (collectively, the Improvements"); and

WHEREAS, due to delays associated with Covid-19 and shifting priorities, the City shelved these improvements, and this year staff determined to prioritize and fund these improvements with Park Impact Fees; and

WHEREAS, due to the small size and scope of the Improvements, use of a job order contract was recommended; and

WHEREAS, Section 38-116(3)(b)12 of the City Code allows for the procurement of goods or services pursuant to a competitively procured job order contract; and

WHEREAS, City staff recommends use of the cooperative purchasing agreement with Shiff Construction & Development, Inc. ("Shiff"), through Sourcewell, Inc. job order contract #FL-R10-GC02-111821-SCD (the "JOC") to construct the Improvements for an amount not to exceed \$580,598.50; and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve and authorize execution of the JOC.

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 JOC with Shiff, attached as Exhibit "A," for the Improvements in an amount not to exceed \$580,598.50.

Section 3. The City Manager is hereby authorized to execute the JOC with Shift, attached as Exhibit “A,” together with such terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including effectuating the Budget Transfer.

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 Order Signature Document

EZIQC Contract No.: FL-R10-GC02-111821- SCD

☒

New Work Order

☐

Modify an Existing Work Order

Work Order Number.: 108345.00

Work Order Date: 08/03/2022

Work Order Title: City of Deerfield Beach Community Center Remodeling

Owner Name: City of Deerfield Beach

Contractor Name: Shiff Construction & Development, Inc.

Contact: Jeffrey Brazil

Contact: Justen Shiff

Phone: 954-480-4315

Phone: 9545242575

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R10-GC02-111821- SCD.

Brief Work Order Description:

Remodeling the Deerfield Beach West Community Center. Scope of Work: Interior: 1. Floor Layout: Reconfiguration of some areas within the building, the addition or elimination of any doors, walls, plumbing fixtures, lights, flooring, windows, etc. 2. The reconfiguration of electrical and mechanical systems and the installation of any additional equipment. Exterior: 1. Site: Replace existing concrete walk along west side, new concrete walk along east side, new parking layout and striping, new wheel stops and parking signs. Repair & re-finish of portion of existing asphalt. New light poles and fixtures. 2. Building: New wall mounted fixtures and security cameras.

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$580,598.50

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

8-3-22

Date

Detailed Scope of Work

To: Justen Shiff
Shiff Construction & Development, Inc.
1350 NE 56th St -Ste. 100
Fort Lauderdale, FL 33334
9545242575

From: Jeffrey Brazil
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
954-480-4315

Date Printed: August 03, 2022

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Brief Scope: Remodeling the Deerfield Beach West Community Center. Scope of Work: Interior:
1. Floor Layout: Reconfiguration of some areas within the building, the addition or elimination of any doors, walls, plumbing fixtures, lights, flooring, windows, etc. 2. The reconfiguration of electrical and mechanical systems and the installation of any additional equipment. Exterior: 1. Site: Replace existing concrete walk along west side, new concrete walk along east side, new parking layout and striping, new wheel stops and parking signs. Repair & re-finish of portion of existing asphalt. New light poles and fixtures. 2. Building: New wall mounted fixtures and security cameras.

☐

Preliminary

☐

Revised

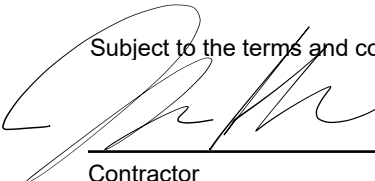
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Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see the attached Scope of Work.

Subject to the terms and conditions of JOC Contract **FL-R10-GC02-111821- SCD**.



Contractor

8-3-22

Date

Owner

Date

Contractor's Price Proposal - Summary

Date:	August 03, 2022		
Re:	IQC Master Contract #:	FL-R10-GC02-111821- SCD	
	Work Order #:	108345.00	
	Owner PO #:		
	Title:	City of Deerfield Beach Community Center Remodeling	
	Contractor:	Shiff Construction & Development, Inc.	
	Proposal Value:	\$580,598.50	

Phase 1 - Sitework	\$179,409.91
Phase 2 - Interior West	\$231,169.41
Phase 3 - Interior East	\$170,019.18
Proposal Total	\$580,598.50

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: August 03, 2022

Re: IQC Master Contract #: FL-R10-GC02-111821- SCD
 Work Order #: 108345.00
 Owner PO #:
 Title: City of Deerfield Beach Community Center Remodeling
 Contractor: Shift Construction & Development, Inc.
 Proposal Value: \$580,598.50

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Phase 1 - Sitework					
1	01	22	20	00 0006	
			HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$6,545.92
			Installation	Quantity 140.00 x Unit Price 44.11 x Factor 1.0600 = Total 6,545.92	
				Carpenter hours for all misc. work related to the sidewalks.	
2	01	22	20	00 0015	
			HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$351.84
			Installation	Quantity 8.00 x Unit Price 41.49 x Factor 1.0600 = Total 351.84	
				Labor to clean pavement and prime oil spillage areas prior to seal coat.	
3	01	22	20	00 0015	
			HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$5,277.53
			Installation	Quantity 120.00 x Unit Price 41.49 x Factor 1.0600 = Total 5,277.53	
				Laborer crew for demolition of all work noted.	
4	01	22	20	00 0019	
			HR	Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$430.95
			Installation	Quantity 12.00 x Unit Price 33.88 x Factor 1.0600 = Total 430.95	
				Paint existing wheel stops.	
5	01	22	20	00 0059	
			HR	Senior Engineer	\$1,373.08
			Installation	Quantity 8.00 x Unit Price 161.92 x Factor 1.0600 = Total 1,373.08	
				Engineered drawings for new awnings.	
6	01	22	23	00 0006	
			WK	40' Engine Powered, Telescoping Boom Man Lift With Platform	\$2,221.44
			Installation	Quantity 2.00 x Unit Price 1,047.85 x Factor 1.0600 = Total 2,221.44	
				Necessary lift to work on new light poles.	
7	01	22	23	00 0277	
			WK	700 LB Capacity, 36" Wide, Skid-Steer Loader With Full-Time Operator	\$8,369.92
			Installation	Quantity 3.00 x Unit Price 2,632.05 x Factor 1.0600 = Total 8,369.92	
				Skid-steer for all concrete related site work.	
8	01	22	23	00 0278	
			MO	700 LB Capacity, 36" Wide, Skid-Steer Loader With Full-Time Operator	\$11,358.26
			Installation	Quantity 1.10 x Unit Price 9,741.22 x Factor 1.0600 = Total 11,358.26	
				Skid steer to be used in the demo process of the site work.	
9	01	22	23	00 0342	
			WK	3/8 CY Hydraulic Excavator With Full-Time Operator	\$8,811.04
			Installation	Quantity 2.50 x Unit Price 3,324.92 x Factor 1.0600 = Total 8,811.04	
				To trench for new light pole conduit.	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 1 - Sitework

10	01	22	23	00	0407	MO	2,000 LB Mini-Excavator With Full-Time Operator										\$12,448.25
							Quantity	Unit Price	Factor	=	Total						
						Installation	1.10	x 10,676.03	x 1.0600	=	12,448.25						
							Mini excavator to be used in the demo process of the site work.										
11	01	71	13	00	0002	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.										\$250.66
							Quantity	Unit Price	Factor	=	Total						
						Installation	1.00	x 236.47	x 1.0600	=	250.66						
							Mobilization for Skid-Steer										
12	01	74	19	00	0015	EA	30 CY Dumpster (4 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.										\$2,555.32
							Quantity	Unit Price	Factor	=	Total						
						Installation	3.00	x 803.56	x 1.0600	=	2,555.32						
							Necessary dumpsters										
13	01	74	19	00	0035	CY	Asphalt, Concrete, Gravel And Subgrade Material, Landfill Dump Fee										\$1,898.99
							Quantity	Unit Price	Factor	=	Total						
						Installation	50.00	x 35.83	x 1.0600	=	1,898.99						
							Hauling & Disposal of asphalt debris.										
14	02	41	19	13	0066	LF	Concrete And Asphalt Up To 4" Depth, Saw Cut In Streets										\$906.30
							Quantity	Unit Price	Factor	=	Total						
						Installation	500.00	x 1.71	x 1.0600	=	906.30						
							Saw-cut for asphalt repair										
15	02	41	19	13	0066 0031		For >250, Deduct										-\$74.20
							Quantity	Unit Price	Factor	=	Total						
						Installation	500.00	x -0.14	x 1.0600	=	-74.20						
16	02	41	19	13	0085	EA	Drill 2" Diameter Core In Up To 4" Concrete										\$431.25
							Quantity	Unit Price	Factor	=	Total						
						Installation	14.00	x 29.06	x 1.0600	=	431.25						
							Core Drill for Railing										
17	03	15	16	00	0024	LF	1/2" x 5" Asphalt Saturated Fiber, Premolded Expansion Joint										\$141.62
							Quantity	Unit Price	Factor	=	Total						
						Installation	80.00	x 1.67	x 1.0600	=	141.62						
							Expansion joint for where new concrete meets existing structures.										
18	03	31	13	00	0003	SF	4" 3,000 PSI Slab On Grade Concrete Slabs Assembly										\$10,226.88
							Quantity	Unit Price	Factor	=	Total						
						Installation	1,800.00	x 5.36	x 1.0600	=	10,226.88						
							New concrete sidewalks and slab on grade.										
19	03	31	13	00	0003 0158		For >1,000 To 2,000, Add										\$1,392.84
							Quantity	Unit Price	Factor	=	Total						
						Installation	1,800.00	x 0.73	x 1.0600	=	1,392.84						
20	03	31	13	00	0037	CY	Up To 6", By Concrete Pump, Place 3,000 PSI Concrete Slab On GradeExcludes pumping equipment.										\$8,172.92
							Quantity	Unit Price	Factor	=	Total						
						Installation	45.00	x 171.34	x 1.0600	=	8,172.92						
							Pump for concrete sidewalks and new slab on grade.										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 1 - Sitework

21	03	31	13	00	0037	0040	For >20 To 50, Add									\$120.20
							Installation	Quantity		Unit Price		Factor	=	Total		
								45.00	x	2.52	x	1.0600	=	120.20		
22	05	73	23	00	0003		LF Aluminum Ornamental Handrail Vertical Square Bars At 6", Shaped Top Rail, Up To 42" High									\$8,963.15
							Installation	Quantity		Unit Price		Factor	=	Total		
								80.00	x	100.26	x	1.0600	=	8,502.05		
							Demolition	60.00	x	7.25	x	1.0600	=	461.10		
							Demo existing handrail and install new.									
23	10	73	13	23	0002		SF Canvas Awning, Waterproof Fabric Tubular Metal Framing									\$9,535.76
							Installation	Quantity		Unit Price		Factor	=	Total		
								200.00	x	44.98	x	1.0600	=	9,535.76		
							(1)-11'x6'6" Awning and Frame									
							(1)- 8'6"x13' Awning and Frame									
24	10	73	13	23	0002	0171	For 18 Oz. Vinyl Laminated Polyester Cover, Add									\$392.20
							Installation	Quantity		Unit Price		Factor	=	Total		
								200.00	x	1.85	x	1.0600	=	392.20		
25	10	73	13	23	0004		SF Removal And Replacement Of Canvas For AwningsIncludes removal of existing canvas cover.									\$842.38
							Installation	Quantity		Unit Price		Factor	=	Total		
								45.00	x	17.66	x	1.0600	=	842.38		
							Replacement of existing canvas.									
26	10	73	13	23	0004	0171	For 18 Oz. Vinyl Laminated Polyester Cover, Add									\$33.39
							Installation	Quantity		Unit Price		Factor	=	Total		
								45.00	x	0.70	x	1.0600	=	33.39		
27	26	05	19	16	0125		MLF #10 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable									\$1,995.08
							Installation	Quantity		Unit Price		Factor	=	Total		
								2.50	x	752.86	x	1.0600	=	1,995.08		
							#10 Wire									
28	26	05	33	13	1466		LF 3/4" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Coupled End									\$410.86
							Installation	Quantity		Unit Price		Factor	=	Total		
								120.00	x	3.23	x	1.0600	=	410.86		
							3/4" PVC 40									
29	26	05	33	13	1483		EA 2" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree ElbowSee CSI section 26 05 33 13-2255 for conduit field bending.									\$402.72
							Installation	Quantity		Unit Price		Factor	=	Total		
								12.00	x	31.66	x	1.0600	=	402.72		
							2" PVC 90 Elbow									
30	26	05	33	13	1535		EA 2" Polyvinyl Chloride (PVC) Conduit Male Terminal Adapter									\$55.30
							Installation	Quantity		Unit Price		Factor	=	Total		
								3.00	x	17.39	x	1.0600	=	55.30		
							PVC Male Adapter									
31	26	05	33	13	1802		LF 2" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Coupled End, Direct Burial									\$3,281.76
							Installation	Quantity		Unit Price		Factor	=	Total		
								600.00	x	5.16	x	1.0600	=	3,281.76		
							2" PVC Conduit									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 1 - Sitework

32	26	05	33	13	1806	LF	4" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Coupled End, Direct Burial								\$440.11
						Installation	Quantity	Unit Price	Factor	=	Total				
							40.00	10.38	x	1.0600		440.11			
							4" PVC Conduit								
33	26	05	33	13	1811	EA	3/4" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial								\$179.35
						Installation	Quantity	Unit Price	Factor	=	Total				
							10.00	16.92	x	1.0600		179.35			
							3/4" PVC 90 Elbow								
34	26	05	46	00	0102	EA	30', Prestressed Concrete Square Pole For Distribution								\$16,506.28
						Installation	Quantity	Unit Price	Factor	=	Total				
							4.00	3,892.99	x	1.0600		16,506.28			
							Concrete pole for site lighting								
35	26	09	23	00	0222	EA	10A, 120V, Single Relay, UL924 Automatic Load Control Relay (ALCR) (Encellum ESRU1C)								\$208.59
						Installation	Quantity	Unit Price	Factor	=	Total				
							1.00	196.78	x	1.0600		208.59			
							120v 24 HR Timer								
36	26	09	23	00	0410	EA	220 To 240 Volt AC, 20 Amperes, Occupancy Sensor Power Pack (Watt Stopper B230E-P)								\$283.83
						Installation	Quantity	Unit Price	Factor	=	Total				
							4.00	66.94	x	1.0600		283.83			
							Power pack								
37	26	56	13	00	0292	EA	Extra Handhole For Steel Area Light Poles								\$376.09
						Installation	Quantity	Unit Price	Factor	=	Total				
							4.00	88.70	x	1.0600		376.09			
							Handhole for new site lighting								
38	26	56	19	00	0013	EA	120 LEDs, 132 Watt, Wall Mount, Full Cutoff, LED Wall Pack (CREE® BetaLED® Edge® SEC-EDG)								\$23,034.14
						Installation	Quantity	Unit Price	Factor	=	Total				
							12.00	1,810.86	x	1.0600		23,034.14			
							(12) Type SB fixture								
39	26	56	19	00	0013	0586	For 0 To 10 Volt Dimming, Add								\$616.03
						Installation	Quantity	Unit Price	Factor	=	Total				
							12.00	48.43	x	1.0600		616.03			
40	26	56	19	00	0034	EA	124 Watt, Enclosed And Gasketed, LED Exterior Roadway Fixture (LED-Era LS7)								\$8,952.59
						Installation	Quantity	Unit Price	Factor	=	Total				
							4.00	2,111.46	x	1.0600		8,952.59			
							(3) Type SA Fixtures								
							(1) Type SC Fixture								
41	31	23	16	13	0013	CY	Compaction of Fill or Subbase for Trenches by Vibratory Plate, Air Tamper, Etcetera								\$177.92
						Installation	Quantity	Unit Price	Factor	=	Total				
							45.00	3.73	x	1.0600		177.92			
							Compaction of sub-base for new sidewalks and slab.								
42	31	23	16	13	0013	0071	For >20 To 50, Add								\$89.20
						Installation	Quantity	Unit Price	Factor	=	Total				
							45.00	1.87	x	1.0600		89.20			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 1 - Sitework

43	31	24	13	00	0022	SY	Compaction Of Fill Or Subbase For Roadways, Parking Areas, Landscaping And Embankments By Machine Per Lift										\$41.34
						Installation	Quantity	Unit Price	Factor	=	Total						
							100.00	0.39	1.0600		41.34						
							x	x									
							Compaction of limerock in areas where asphalt is being patched.										
44	31	24	13	00	0022	0140	For Up To 250, Add										\$41.34
						Installation	Quantity	Unit Price	Factor	=	Total						
							100.00	0.39	1.0600		41.34						
							x	x									
45	32	01	11	53	0002	LF	Removal Of 4" Wide Painted Or Epoxy Pavement Striping										\$680.52
						Installation	Quantity	Unit Price	Factor	=	Total						
							600.00	1.07	1.0600		680.52						
							x	x									
							Removal of existing striping in order to install new.										
46	32	01	11	53	0002	0485	For >250 To 1,000, Add										\$171.72
						Installation	Quantity	Unit Price	Factor	=	Total						
							600.00	0.27	1.0600		171.72						
							x	x									
47	32	11	29	13	0002	SY	6" Thick FDOT Limerock										\$4,804.98
						Installation	Quantity	Unit Price	Factor	=	Total						
							100.00	45.33	1.0600		4,804.98						
							x	x									
							New limerock for asphalt patching										
48	32	11	29	13	0002	0008	For Up To 500, Add										\$1,030.32
						Installation	Quantity	Unit Price	Factor	=	Total						
							100.00	9.72	1.0600		1,030.32						
							x	x									
49	32	12	13	19	0002	SY	Surface Prime Coat, 0.28 Gallon/SY										\$161.12
						Installation	Quantity	Unit Price	Factor	=	Total						
							100.00	1.52	1.0600		161.12						
							x	x									
							Prime coat for limerock for asphalt patching.										
50	32	12	13	19	0002	0379	For Up To 150, Add										\$37.10
						Installation	Quantity	Unit Price	Factor	=	Total						
							100.00	0.35	1.0600		37.10						
							x	x									
51	32	12	16	13	0016	SY	2" Thick Bituminous Hot Mix Surface CourseIncludes placement, rolling, finishing and sweeping.										\$1,234.90
						Installation	Quantity	Unit Price	Factor	=	Total						
							100.00	11.65	1.0600		1,234.90						
							x	x									
							Asphalt mix for repairs										
52	32	12	16	13	0016	0425	For Up To 500, Add										\$169.60
						Installation	Quantity	Unit Price	Factor	=	Total						
							100.00	1.60	1.0600		169.60						
							x	x									
53	32	12	36	16	0004	SY	>1,000 To 5,000 SY, Type I Thermoplastic Coal-Tar Asphalt Seal										\$7,682.88
						Installation	Quantity	Unit Price	Factor	=	Total						
							1,200.00	6.04	1.0600		7,682.88						
							x	x									
							Asphalt seal coat										
54	32	17	23	13	0066	LF	Single 4" Wide Solid Line, Painted Pavement Striping For Parking Areas										\$489.72
						Installation	Quantity	Unit Price	Factor	=	Total						
							600.00	0.77	1.0600		489.72						
							x	x									
							Striping for parking lot										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 1 - Sitework

55	32	17	26	00	0006	SF	>15 To 36 SF, Surface Applied Pre-Molded Tactile Warning Mat (SSTD-MAT)Includes surface preparation, SSTD-589 adhesive, SSTD-100 top coat sealer and SSTD-1250 finish . All colors. 2' or 3' width.							\$2,876.63
						Installation	Quantity	Unit Price	Factor	=	Total			
							60.00	45.23	1.0600	=	2,876.63			
							x	x						
						New tactile safety mats								

Subtotal for Phase 1 - Sitework

\$179,409.91

Phase 2 - Interior West

56	01	22	20	00	0006	HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.							\$2,244.32
						Installation	Quantity	Unit Price	Factor	=	Total			
							48.00	44.11	1.0600	=	2,244.32			
							x	x						
						Carpenter to prep area for new countertops.								
57	01	22	20	00	0006	HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.							\$3,740.53
						Installation	Quantity	Unit Price	Factor	=	Total			
							80.00	44.11	1.0600	=	3,740.53			
							x	x						
						Carpenter hours required for removal of all existing hardware and prep.								
58	01	22	20	00	0009	HR	Drywall FinisherFor tasks not included in the Construction Task Catalog® and as directed by owner only.							\$13,123.86
						Installation	Quantity	Unit Price	Factor	=	Total			
							300.00	41.27	1.0600	=	13,123.86			
							x	x						
						Drywall finish all walls where wood paneling/FRP was removed and all other patching as needed.								
59	01	22	20	00	0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.							\$1,302.74
						Installation	Quantity	Unit Price	Factor	=	Total			
							20.00	61.45	1.0600	=	1,302.74			
							x	x						
						Man hours to safe off existing electrical devices and circuits.								
60	01	22	20	00	0015	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.							\$2,638.76
						Installation	Quantity	Unit Price	Factor	=	Total			
							60.00	41.49	1.0600	=	2,638.76			
							x	x						
						task to be used for all accessories installation.								
61	01	22	20	00	0015	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.							\$3,518.35
						Installation	Quantity	Unit Price	Factor	=	Total			
							80.00	41.49	1.0600	=	3,518.35			
							x	x						
						Laborer crew for demolition of all work noted.								
62	01	22	20	00	0019	HR	Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.							\$4,309.54
						Installation	Quantity	Unit Price	Factor	=	Total			
							120.00	33.88	1.0600	=	4,309.54			
							x	x						
						Painting labor and material for misc. patching/surfaces.								
63	01	22	20	00	0024	HR	PlumberFor tasks not included in the Construction Task Catalog® and as directed by owner only.							\$4,339.22
						Installation	Quantity	Unit Price	Factor	=	Total			
							80.00	51.17	1.0600	=	4,339.22			
							x	x						
						Man hours to cap off water supply and sanitary to existing fixtures.								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 2 - Interior West

64	01 22 20 00 0031	HR	Pipefitters, Air Conditioning And Refrigeration	For tasks not included in the Construction Task Catalog® and as directed by owner only .					\$1,614.68
		Installation	Quantity	Unit Price	Factor	=	Total		
			24.00	63.47	x	1.0600	=	1,614.68	
65	01 22 20 00 0059	HR	Senior Engineer						\$3,432.70
		Installation	Quantity	Unit Price	Factor	=	Total		
			20.00	161.92	x	1.0600	=	3,432.70	
			Shop drawings for Access Control/Security System						
66	01 22 23 00 0054	MO	17' Electric, Scissor Platform Lift						\$703.90
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	664.06	x	1.0600	=	703.90	
			Scissor lift for painters to reach at high places.						
67	01 74 19 00 0015	EA	30 CY Dumpster (4 Ton) "Construction Debris"	Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.					\$2,555.32
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00	803.56	x	1.0600	=	2,555.32	
			Necessary dumpsters						
68	03 54 16 00 0002	SF	1/8" Thick Self Leveling Cementitious Underlayment	For Floors Including Surface Preparation					\$699.60
		Installation	Quantity	Unit Price	Factor	=	Total		
			500.00	1.32	x	1.0600	=	699.60	
			After demolition to prep floors for new tile installation.						
69	06 46 29 00 0032	SF	5/8" Thick, Fire Rated, Exterior Ceiling Gypsum Board	Soffit					\$292.56
		Installation	Quantity	Unit Price	Factor	=	Total		
			150.00	1.84	x	1.0600	=	292.56	
			Fire rated backing						
70	07 21 16 00 0003	SF	3-1/2" Thick, Kraft Faced, R-11 Fiberglass Flexible Insulation						\$2,069.12
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,600.00	1.22	x	1.0600	=	2,069.12	
			R-11 Insulation for new walls.						
71	08 12 13 13 0123	EA	3' x 7'-2" Through 9' High, 6-7/8" Through 8-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame						\$585.20
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	552.08	x	1.0600	=	585.20	
			New Frame						
72	08 13 13 13 0049	EA	3' x 7' x 1-3/4", 18 Gauge, Level 2 Heavy Duty, Honeycomb Core, Hollow Metal Door						\$1,322.41
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	623.78	x	1.0600	=	1,322.41	
			New doors						
73	08 51 13 00 0124	EA	>20 To 30 SF, 4" Frame Depth, HC 65, Fixed Aluminum Window (Traco TR-9500)						\$2,388.59
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00	696.67	x	1.0600	=	2,215.41	
		Demolition	Quantity	Unit Price	Factor	=	Total		
			3.00	54.46	x	1.0600	=	173.18	
			Impact windows						
74	08 71 11 00 0017	PR	4-1/2" x 4-1/2", Standard Duty, Full Mortise, Concealed Ball Bearing, Brass/Bronze, Satin Chrome Finish Hinge						\$1,663.39
		Installation	Quantity	Unit Price	Factor	=	Total		
			18.00	87.18	x	1.0600	=	1,663.39	
			Hinges						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 2 - Interior West

75	08	71	11	00	0426	EA	1-3/8" Overall Height, 9/16" Base Height, Satin Aluminum Finish, Aluminum Dome Floor Stop (Ives FS438)							\$87.08
						Installation	Quantity	Unit Price	Factor	=	Total			
							5.00	16.43	x	1.0600		87.08		
						Floor stop								
76	08	71	11	00	0616	EA	Replacement Of Rubber Door SilencersFor repair / maintenance only. This task is not to be used in conjunction with new door or frame installations.							\$28.94
						Installation	Quantity	Unit Price	Factor	=	Total			
							35.00	0.78	x	1.0600		28.94		
						Silencers								
77	08	71	11	00	0817	EA	12" x 34", 0.050" Thick, Satin Aluminum Finish, Aluminum Kick Plate							\$108.95
						Installation	Quantity	Unit Price	Factor	=	Total			
							2.00	51.39	x	1.0600		108.95		
						New kickplate								
78	08	71	11	00	2166	EA	3' Push Bar, Mortise Electric Latch Retraction, Exit Device (Von Duprin Series E9875/E9975)Excludes power supply. Clear anodized satin aluminum US28 (BHMA 628) finish.							\$5,397.95
						Installation	Quantity	Unit Price	Factor	=	Total			
							3.00	1,697.47	x	1.0600		5,397.95		
						Electrified Push bar with power supply & transfer whip								
79	08	71	11	00	2242	EA	Surface Mounted Heavy Duty Door Closer (LCN 4040XP/4041 Series)							\$5,332.48
						Installation	Quantity	Unit Price	Factor	=	Total			
							12.00	419.22	x	1.0600		5,332.48		
						Closers								
80	08	71	11	00	2282	EA	Heavy Duty Cylindrical Passage Or Closet Lockset F75Satin chrome plated US26D (BHMA 626) - BHMA 156.2-1989, Grade 1(Corbin Russwin CL 3600).							\$606.17
						Installation	Quantity	Unit Price	Factor	=	Total			
							2.00	285.93	x	1.0600		606.17		
						New passage lockset								
81	08	71	11	00	2284	EA	Heavy Duty Cylindrical, F82 Entrance LocksetSatin chrome plated US26D (BHMA 626) - BHMA 156.2-1989, Grade 1(Corbin Russwin CL 3600).							\$2,535.93
						Installation	Quantity	Unit Price	Factor	=	Total			
							7.00	341.77	x	1.0600		2,535.93		
						Entrance/Storeroom Lockset								
82	08	72	43	00	0006	LF	2-1/4" Width, 3/16" Height, Aluminum Saddle Threshold (Pemko 173A)							\$473.18
						Installation	Quantity	Unit Price	Factor	=	Total			
							30.00	14.88	x	1.0600		473.18		
						New thresholds								
83	08	87	23	16	0019	SF	WindowLock Glass Protection System, Small Missile							\$5,692.20
						Installation	Quantity	Unit Price	Factor	=	Total			
							100.00	53.70	x	1.0600		5,692.20		
						for impact windows								
84	08	88	53	00	0006	SF	1.55" All Glass Laminate Ballistic Resistant Glass, 21.2 LB/SF, For A Single Piece, >15 SF							\$4,740.11
						Installation	Quantity	Unit Price	Factor	=	Total			
							30.00	149.06	x	1.0600		4,740.11		
						Interior window								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 2 - Interior West

85	09	22	16	13	0010	SF	3-5/8" Width, 16" On Center, 20 Gauge, Non Load Bearing, Non Structural, Galvanized Steel Stud Framing With Tracks And Runners								\$4,952.32
						Installation	Quantity	Unit Price	Factor	=	Total				
							1,600.00	2.92	x	1.0600		4,952.32			
							Metal Framing for new drywall areas.								
86	09	22	16	13	0010	0002	For Walls >10' High, Add								\$983.68
						Installation	Quantity	Unit Price	Factor	=	Total				
							1,600.00	0.58	x	1.0600		983.68			
							12' to deck								
87	09	22	16	13	0010	0012	For >1,000, Deduct								-\$593.60
						Installation	Quantity	Unit Price	Factor	=	Total				
							1,600.00	-0.35	x	1.0600		-593.60			
88	09	23	13	00	0005	LF	Galvanized Corner Bead For Plaster Applications								\$996.40
						Installation	Quantity	Unit Price	Factor	=	Total				
							500.00	1.88	x	1.0600		996.40			
							New corner bead								
89	09	23	13	00	0021	SF	Smooth Finish Three Coats Gypsum Plaster On Walls								\$7,738.00
						Installation	Quantity	Unit Price	Factor	=	Total				
							2,000.00	3.65	x	1.0600		7,738.00			
							Gypsum plaster for new drywalls.								
90	09	28	13	00	0004	SF	5/8" Cementitious Backer Units For Installation On Floors								\$2,251.44
						Installation	Quantity	Unit Price	Factor	=	Total				
							600.00	3.54	x	1.0600		2,251.44			
							For restroom walls.								
91	09	28	13	00	0004	0063	For Installation On Wall, Add								\$203.52
						Installation	Quantity	Unit Price	Factor	=	Total				
							600.00	0.32	x	1.0600		203.52			
92	09	29	10	00	0009	SF	5/8" Type X Fire Rated Gypsum Board								\$1,679.04
						Installation	Quantity	Unit Price	Factor	=	Total				
							1,600.00	0.99	x	1.0600		1,679.04			
							Drywall for new areas.								
93	09	29	10	00	0009	0052	For Walls >10' High, Add								\$84.80
						Installation	Quantity	Unit Price	Factor	=	Total				
							1,600.00	0.05	x	1.0600		84.80			
							12' to deck								
94	09	29	10	00	0009	0055	For >1,536, Deduct								-\$152.64
						Installation	Quantity	Unit Price	Factor	=	Total				
							1,600.00	-0.09	x	1.0600		-152.64			
95	09	29	10	00	0038	SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board								\$720.80
						Installation	Quantity	Unit Price	Factor	=	Total				
							2,000.00	0.34	x	1.0600		720.80			
							for gypsum board finishing								
96	09	30	13	00	0004	SF	8" x 8" And Larger Unmounted Floor TileIncludes glazed porcelain , unglazed porcelain and glazed ceramic tiles.								\$5,708.10
						Installation	Quantity	Unit Price	Factor	=	Total				
							500.00	10.77	x	1.0600		5,708.10			
							6"x24" Ceramic Tile for Restroom								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 2 - Interior West

97	09 31 13 00 0002	SF	Thin Set - Latex Portland Cement Mortar						\$524.70
		Installation	Quantity	Unit Price	Factor	=	Total		
			500.00 x	0.99 x	1.0600	=	524.70		
			Thin set for floor tile.						
98	09 51 13 00 0023	SF	2' x 2' x 5/8" Thick, Square Edge, Mineral Fiber Acoustical Ceiling Panel (Armstrong VL Perforated)						\$4,392.64
		Installation	Quantity	Unit Price	Factor	=	Total		
			800.00 x	5.18 x	1.0600	=	4,392.64		
			Installation of new 2'x2' ACT Tile						
99	09 53 23 00 0004	SF	2' x 2' Grid, Hot Dipped Galvanized Steel, 15/16" T Bar Ceiling Suspension System						\$1,399.20
		Installation	Quantity	Unit Price	Factor	=	Total		
			800.00 x	1.65 x	1.0600	=	1,399.20		
			Installation of new 2'x2' ACT Grid						
100	09 65 13 13 0003	LF	4" High, 1/8" Thick, Type TV Thermoplastic Vinyl Wall Base, All Colors						\$1,287.26
		Installation	Quantity	Unit Price	Factor	=	Total		
			480.00 x	2.53 x	1.0600	=	1,287.26		
			4" Vinyl Wall base						
101	09 65 13 13 0003 0453		For >240 To 960, Deduct						-\$101.76
		Installation	Quantity	Unit Price	Factor	=	Total		
			480.00 x	-0.20 x	1.0600	=	-101.76		
102	09 65 19 19 0005	SF	1/8" Thick, Class 2 Through Pattern, Vinyl Composition Tile (VCT) (Armstrong® ChromaSpin™)						\$1,386.48
		Installation	Quantity	Unit Price	Factor	=	Total		
			400.00 x	3.27 x	1.0600	=	1,386.48		
			Armstrong VCT in Storage Rooms						
103	09 67 23 00 0006	SF	1/4" Heavy Duty (6,000 To 7,500 PSI) Epoxy Flooring Trowel Applied Mortar CompoundIncludes primer, two 1/8" slurry coats and top seal coats (color).						\$318.95
		Installation	Quantity	Unit Price	Factor	=	Total		
			30.00 x	10.03 x	1.0600	=	318.95		
			Epoxy for showers						
104	09 67 23 00 0006 0160		For Up To 500, Add						\$64.87
		Installation	Quantity	Unit Price	Factor	=	Total		
			30.00 x	2.04 x	1.0600	=	64.87		
105	09 91 23 00 0032	SF	2 Coats Epoxy Paint, Brush Work, Paint Interior Concrete Block Walls						\$841.22
		Installation	Quantity	Unit Price	Factor	=	Total		
			640.00 x	1.24 x	1.0600	=	841.22		
			Epoxy paint for restrooms						
106	09 91 23 00 0062	SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls						\$244.22
		Installation	Quantity	Unit Price	Factor	=	Total		
			640.00 x	0.36 x	1.0600	=	244.22		
			Prime restrooms for epoxy paint						
107	09 91 23 00 0062 0282		For >250 To 500, Add						\$25.44
		Installation	Quantity	Unit Price	Factor	=	Total		
			600.00 x	0.04 x	1.0600	=	25.44		
108	09 91 23 00 0062	SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls						\$1,717.20
		Installation	Quantity	Unit Price	Factor	=	Total		
			4,500.00 x	0.36 x	1.0600	=	1,717.20		
			Prime interior Walls						

Work Order Number: 108345.00
Work Order Title: City of Deerfield Beach Community Center Remodeling

Contractor's Price Proposal - Detail Page 11 of 29
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Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 2 - Interior West

121	10	21	13	14	0018	0178	For Heavy Gauge Full-Height SS Hinges And Brackets, Add									\$398.75
							Installation	Quantity		Unit Price		Factor	=		Total	
								2.00	x	188.09	x	1.0600	=		398.75	
122	10	21	13	14	0027		EA 30" x 42" x 1", Wall Hung, Stainless Steel, Urinal Screen									\$531.58
							Installation	Quantity		Unit Price		Factor	=		Total	
								1.00	x	469.75	x	1.0600	=		497.94	
							Demolition	1.00	x	31.74	x	1.0600	=		33.64	
							30"x48" Urinal Screen for Mens Room									
123	10	21	13	14	0027	0180	For Heavy Gauge Full-Height SS Brackets, Add									\$55.25
							Installation	Quantity		Unit Price		Factor	=		Total	
								1.00	x	52.12	x	1.0600	=		55.25	
124	10	28	13	13	0005		EA Surface Mounted, Stainless Steel Folded Paper Towel Dispenser (Bobrick Classic B-262)									\$343.52
							Installation	Quantity		Unit Price		Factor	=		Total	
								4.00	x	70.82	x	1.0600	=		300.28	
							Demolition	4.00	x	10.20	x	1.0600	=		43.25	
							Paper towel dispenser for restrooms									
125	10	28	13	13	0032		EA Single Roll Without Controlled Delivery, Surface Mounted, Cast Aluminum Toilet Tissue Dispenser (Bobrick B-2730)									\$222.64
							Installation	Quantity		Unit Price		Factor	=		Total	
								4.00	x	42.31	x	1.0600	=		179.39	
							Demolition	4.00	x	10.20	x	1.0600	=		43.25	
							Toilet paper dispenser									
126	10	28	13	13	0068		EA 40 Fluid Ounce, Surface Mounted, Stainless Steel Soap Dispenser (Bobrick Classic B-2111/2112)									\$393.15
							Installation	Quantity		Unit Price		Factor	=		Total	
								5.00	x	63.98	x	1.0600	=		339.09	
							Demolition	5.00	x	10.20	x	1.0600	=		54.06	
							Soap Dispenser									
127	10	28	13	13	0094		EA Surface Mounted, Stainless Steel Sanitary Seat-Cover Dispenser (Bobrick Classic B-221)									\$134.79
							Installation	Quantity		Unit Price		Factor	=		Total	
								2.00	x	53.38	x	1.0600	=		113.17	
							Demolition	2.00	x	10.20	x	1.0600	=		21.62	
							Sanitary Seat-Cover Dispenser									
128	10	28	13	13	0119		EA 6.4 Gallon, Surface Mounted, Stainless Steel Waste Receptacle (Bobrick B-279)									\$554.25
							Installation	Quantity		Unit Price		Factor	=		Total	
								4.00	x	120.52	x	1.0600	=		511.00	
							Demolition	4.00	x	10.20	x	1.0600	=		43.25	
							Waste Receptacle									
129	10	28	13	13	0154		EA 36" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x36)									\$178.72
							Installation	Quantity		Unit Price		Factor	=		Total	
								2.00	x	75.24	x	1.0600	=		159.51	
							Demolition	2.00	x	9.06	x	1.0600	=		19.21	
							Grab bar									
130	10	28	13	13	0155		EA 42" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x42)									\$184.74
							Installation	Quantity		Unit Price		Factor	=		Total	
								2.00	x	78.08	x	1.0600	=		165.53	
							Demolition	2.00	x	9.06	x	1.0600	=		19.21	
							Grab Bar									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 2 - Interior West

131	10	28	13	13	0342	EA	18" x 36", Surface Mounted, Stainless Steel Channel Frame Glass Mirror (Bobrick B-165 1836)								\$327.60
							Quantity	Unit Price		Factor	=	Total			
						Installation	3.00 x	91.69	x	1.0600	=	291.57			
						Demolition	3.00 x	11.33	x	1.0600	=	36.03			
							Framed Glass Mirror								
132	10	28	13	13	0366	EA	72" x 36", Surface Mounted, Stainless Steel Angle Frame Glass Mirror (Gamco A-72x36)								\$472.84
							Quantity	Unit Price		Factor	=	Total			
						Installation	1.00 x	434.75	x	1.0600	=	460.84			
						Demolition	1.00 x	11.33	x	1.0600	=	12.01			
							72" x 36" new mirror in men restroom.								
133	10	44	16	13	0012	EA	10 LB Dry Chemical, Type ABC Portable Fire Extinguisher								\$1,018.68
							Quantity	Unit Price		Factor	=	Total			
						Installation	6.00 x	151.55	x	1.0600	=	963.86			
						Demolition	6.00 x	8.62	x	1.0600	=	54.82			
							Fire Extinguishers								
134	10	44	16	13	0012	0156	For >5 To 10, Deduct								-\$33.77
							Quantity	Unit Price		Factor	=	Total			
						Installation	6.00 x	-5.31	x	1.0600	=	-33.77			
135	12	36	23	13	0003	SF	Plastic Laminate Countertop With 4" Backsplash								\$557.56
							Quantity	Unit Price		Factor	=	Total			
						Installation	40.00 x	13.15	x	1.0600	=	557.56			
							Counter top for comp lab.								
136	22	07	19	00	1183	EA	15-1/8" ID, Polyvinyl Chloride (PVC) 90 Degree Elbow Insulation Jacketing								\$277.24
							Quantity	Unit Price		Factor	=	Total			
						Installation	5.00 x	48.33	x	1.0600	=	256.15			
						Demolition	5.00 x	3.98	x	1.0600	=	21.09			
							Insulation Kit for Lavatories								
137	22	41	39	00	0044	EA	Elongated Toilet Seat, White (Kohler K-4712-T)								\$228.62
							Quantity	Unit Price		Factor	=	Total			
						Installation	4.00 x	45.72	x	1.0600	=	193.85			
						Demolition	4.00 x	8.20	x	1.0600	=	34.77			
							Toto Toilet seats 1955SSCTP								
138	22	42	13	13	0003	EA	Flush Valve Type, Siphon Jet, Floor Mounted, Floor Outlet, Elongated Vitreous China Water Closet (American Standard Madera™)								\$2,478.49
							Quantity	Unit Price		Factor	=	Total			
						Installation	5.00 x	417.24	x	1.0600	=	2,211.37			
						Demolition	5.00 x	50.40	x	1.0600	=	267.12			
							Flush Valves								
139	22	42	13	16	0009	EA	Wall Hung, Washout, Vitreous China Urinal (Toto® UT104E Or UT104EV)								\$463.87
							Quantity	Unit Price		Factor	=	Total			
						Installation	1.00 x	385.75	x	1.0600	=	408.90			
						Demolition	1.00 x	51.86	x	1.0600	=	54.97			
							Toto UT105UG#01 Urinal								
140	22	42	13	16	0032	EA	Floor Mounted Bearing Plate Type, Single Urinal Carrier								\$479.62
							Quantity	Unit Price		Factor	=	Total			
						Installation	1.00 x	434.05	x	1.0600	=	460.09			
						Demolition	1.00 x	18.42	x	1.0600	=	19.53			
							Single Carrier for Urinal								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 2 - Interior West

141	22	42	16	13	0011	EA	20" x 18" Vitreous China Wall Hung Lavatory (American Standard Lucerne™)								\$743.29
							Quantity		Unit Price		Factor		Total		
						Installation	2.00	x	318.14	x	1.0600	=	674.46		
						Demolition	2.00	x	32.47	x	1.0600	=	68.84		
							21"x19"/4" Center /White Wall Hung Lavatory								
142	22	42	16	13	0014	EA	21" x 18" Vitreous China Countertop Lavatory (American Standard Cadet™ Oval)								\$1,197.37
							Quantity		Unit Price		Factor		Total		
						Installation	3.00	x	337.28	x	1.0600	=	1,072.55		
						Demolition	3.00	x	39.25	x	1.0600	=	124.82		
							Counter lavatory								
143	22	42	16	13	0076	EA	Floor Mounted, Single Lavatory Carrier With Concealed Arms								\$1,701.01
							Quantity		Unit Price		Factor		Total		
						Installation	3.00	x	513.10	x	1.0600	=	1,631.66		
						Demolition	3.00	x	21.81	x	1.0600	=	69.36		
							MIFAB Lav Carrier MC-41								
144	22	42	39	00	0036	EA	4" Reach, Push Handle Self-Closing Valve, Single Basin Metering Faucet (T&S Brass 0805)								\$1,119.31
							Quantity		Unit Price		Factor		Total		
						Installation	5.00	x	193.75	x	1.0600	=	1,026.88		
						Demolition	5.00	x	17.44	x	1.0600	=	92.43		
							T&S Brass Faucet B2711-VF05								
145	22	42	39	00	0159	EA	Self-Generating EcoPower System, Single Supply Sensor Faucet, Standard Spout (Toto "Eco-Power" TEL3GKCN-60)								\$1,088.96
							Quantity		Unit Price		Factor		Total		
						Installation	1.00	x	986.90	x	1.0600	=	1,046.11		
						Demolition	1.00	x	40.42	x	1.0600	=	42.85		
							Eco-Power Flush Valve TEU1UA12#CP								
146	22	42	39	00	0167	EA	1-1/4" Grid Strainer Tailpiece (Chicago Faucet 327-XCP)								\$196.63
							Quantity		Unit Price		Factor		Total		
						Installation	5.00	x	30.53	x	1.0600	=	161.81		
						Demolition	5.00	x	6.57	x	1.0600	=	34.82		
							Grid Drain DEARBORN 760-1								
147	22	42	43	00	0002	EA	Exposed Manual Water Closet Flush Valve (Sloan Regal-115XL)								\$1,475.07
							Quantity		Unit Price		Factor		Total		
						Installation	6.00	x	215.40	x	1.0600	=	1,369.94		
						Demolition	6.00	x	16.53	x	1.0600	=	105.13		
							Toto Toilet Flush Valve								
148	23	09	23	53	0006	HR	EMCS System Software Programming And Graphics Programming								\$4,168.34
							Quantity		Unit Price		Factor		Total		
						Installation	24.00	x	163.85	x	1.0600	=	4,168.34		
							Access control programming for door hardware								
149	23	31	16	13	0003	SF	1-1/2" Glass Fiber Duct Board (EI-800)								\$1,052.37
							Quantity		Unit Price		Factor		Total		
						Installation	140.00	x	6.52	x	1.0600	=	967.57		
						Demolition	80.00	x	1.00	x	1.0600	=	84.80		
150	23	33	13	13	0039	EA	18" x 10" Rectangular Opposed Blade Damper, Steel Construction, Manual Operation								\$399.87
							Quantity		Unit Price		Factor		Total		
						Installation	4.00	x	94.31	x	1.0600	=	399.87		
							Transfer air grilles								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 2 - Interior West

151	23	33	13	13	0039	0090	For Parallel Blade Damper, Add										\$117.41
							Installation	Quantity		Unit Price		Factor	=	Total			
								4.00	x	27.69	x	1.0600	=	117.41			
152	23	33	46	00	0006		LF 8" Diameter Flexible Duct, R8.0 Insulated With Polyester Inner Liner And Metallized Outer Jacket										\$553.32
							Installation	Quantity		Unit Price		Factor	=	Total			
								80.00	x	5.78	x	1.0600	=	490.14			
							Demolition	40.00	x	1.49	x	1.0600	=	63.18			
							flex duct for supply										
153	23	33	46	00	0018		EA 8" Diameter Flexible Duct Collar, Spin In Type, Sheet Metal, With Damper										\$295.07
							Installation	Quantity		Unit Price		Factor	=	Total			
								6.00	x	43.65	x	1.0600	=	277.61			
							Demolition	3.00	x	5.49	x	1.0600	=	17.46			
							collars with scoop and damper for supply ducts										
154	23	34	16	00	0287		EA 110 CFM, Ceiling Mounted, Metal Intake Grille, Fire Rated, Heavy Duty/Continuous Operation Exhaust Fan (Broan® 110RDF)										\$231.97
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	193.87	x	1.0600	=	205.50			
							Demolition	1.00	x	24.97	x	1.0600	=	26.47			
							womens RR EX fan										
155	23	37	13	13	0022		EA 24" x 24" Ceiling Diffuser, Louver Face, Adjustable Pattern, Surface Mounted, Aluminum Construction With Damper										\$771.43
							Installation	Quantity		Unit Price		Factor	=	Total			
								4.00	x	181.94	x	1.0600	=	771.43			
							SA grilles for new supply drops										
156	23	37	13	13	0022	0331	For Lay-In Mount, Add										\$109.43
							Installation	Quantity		Unit Price		Factor	=	Total			
								4.00	x	25.81	x	1.0600	=	109.43			
157	23	37	13	13	0107		EA 24" x 24" Double Deflection Return/Exhaust Register, Aluminum, Opposed Blade Damper, Wall/Ceiling										\$2,755.05
							Installation	Quantity		Unit Price		Factor	=	Total			
								7.00	x	371.30	x	1.0600	=	2,755.05			
							Lay-in Transfer grilles										
158	26	01	50	51	0043		EA 4', 44 Watt, T8HO Fluorescent Lamp										\$88.02
							Installation	Quantity		Unit Price		Factor	=	Total			
								4.00	x	20.76	x	1.0600	=	88.02			
							Florescent Bulb										
159	26	01	50	51	0044		EA 8', 59 Watt, T8 Fluorescent Lamp										\$451.14
							Installation	Quantity		Unit Price		Factor	=	Total			
								28.00	x	15.20	x	1.0600	=	451.14			
							T8 Lamp										
160	26	05	19	16	0028		MLF #3 AWG, XLP (XHHW-2), 600 Volt Copper, Single Stranded, Power Cable, Installed In Conduit										\$5,167.77
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.50	x	3,250.17	x	1.0600	=	5,167.77			
							Wiring Rate 3 for Data / TV										
161	26	05	19	16	0028		MLF #3 AWG, XLP (XHHW-2), 600 Volt Copper, Single Stranded, Power Cable, Installed In Conduit										\$5,167.77
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.50	x	3,250.17	x	1.0600	=	5,167.77			
							Wiring Rate 3 for Electrified push bars										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 2 - Interior West

162	26	05	19	16	0124	MLF	#12 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable						\$917.94
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.50	577.32	x	1.0600		917.94	
							#12 Wire						
163	26	05	19	16	0126	MLF	#8 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable						\$1,796.00
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.50	1,129.56	x	1.0600		1,796.00	
							#8 Wire						
164	26	05	19	16	0127	MLF	#6 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable						\$2,618.94
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.50	1,647.13	x	1.0600		2,618.94	
							#6 Wire						
165	26	05	19	16	0133	MLF	3/0 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable						\$3,676.59
						Installation	Quantity	Unit Price	Factor	=	Total		
							0.50	6,936.96	x	1.0600		3,676.59	
							#3/0 Wire						
166	26	05	19	16	0193	MLF	2 Conductors, #12 AWG, Type MC, Solid Or Stranded, Galvanized Steel Armored Cable						\$1,979.40
						Installation	Quantity	Unit Price	Factor	=	Total		
							0.80	2,334.20	x	1.0600		1,979.40	
							#12/2 Wire						
167	26	05	19	16	0216	MLF	3 Conductors, #12 AWG, Tpe MC, Solid Or Stranded, Aluminum Armored Cable						\$1,447.40
						Installation	Quantity	Unit Price	Factor	=	Total		
							0.50	2,730.95	x	1.0600		1,447.40	
							#12/3 Wire						
168	26	05	19	16	0289	MLF	3/0 AWG, Type THHN-THWN, 600 Volt, Copper, Single Stranded Cable, Installed In Conduit						\$7,077.59
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	6,676.97	x	1.0600		7,077.59	
							3/0 THHN CU Stranded						
169	26	05	29	00	0167	EA	1/2", One Hole Steel Conduit Strap						\$50.88
						Installation	Quantity	Unit Price	Factor	=	Total		
							20.00	2.40	x	1.0600		50.88	
							1/2" steel conduit strap						
170	26	05	29	00	0168	EA	3/4", One Hole Steel Conduit Strap						\$113.80
						Installation	Quantity	Unit Price	Factor	=	Total		
							44.00	2.44	x	1.0600		113.80	
							3/4" steel conduit strap						
171	26	05	29	00	0169	EA	1", One Hole Steel Conduit Strap						\$39.18
						Installation	Quantity	Unit Price	Factor	=	Total		
							14.00	2.64	x	1.0600		39.18	
							1" steel conduit strap						
172	26	05	29	00	0195	EA	2", Two Hole Steel Conduit Strap						\$9.79
						Installation	Quantity	Unit Price	Factor	=	Total		
							3.00	3.08	x	1.0600		9.79	
							2" steel conduit strap						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 2 - Interior West

173	26	05	29	00	0240	EA	24" Long Snap On T-Bar Electrical Box Hanger (Caddy 512)							\$107.59			
						Installation	Quantity	5.00	x	Unit Price	20.30	x	Factor	1.0600	=	Total	107.59
						T-Bar hanger											
174	26	05	33	13	0174	EA	3/4" Rigid Galvanized Steel (RGS) Plastic Insulating Bushing							\$307.57			
						Installation	Quantity	36.00	x	Unit Price	8.06	x	Factor	1.0600	=	Total	307.57
						3/4" Bushing											
175	26	05	33	13	0469	EA	1/2" Rigid Galvanized Steel (RGS) Sealing Locknut							\$16.37			
						Installation	Quantity	8.00	x	Unit Price	1.93	x	Factor	1.0600	=	Total	16.37
						1/2" Locknuts											
176	26	05	33	13	0600	LF	1/2" Electrical Metallic Tubing (EMT) Conduit							\$973.50			
						Installation	Quantity	280.00	x	Unit Price	3.28	x	Factor	1.0600	=	Total	973.50
						1/2" EMT											
177	26	05	33	13	0601	LF	3/4" Electrical Metallic Tubing (EMT) Conduit							\$1,350.02			
						Installation	Quantity	320.00	x	Unit Price	3.98	x	Factor	1.0600	=	Total	1,350.02
						3/4" EMT											
178	26	05	33	13	0602	LF	1" Electrical Metallic Tubing (EMT) Conduit							\$1,495.87			
						Installation	Quantity	280.00	x	Unit Price	5.04	x	Factor	1.0600	=	Total	1,495.87
						1" EMT											
179	26	05	33	13	0605	LF	2" Electrical Metallic Tubing (EMT) Conduit							\$1,903.76			
						Installation	Quantity	200.00	x	Unit Price	8.98	x	Factor	1.0600	=	Total	1,903.76
						2" EMT											
180	26	05	33	13	0616	EA	2" Electrical Metallic Tubing (EMT) 90 Degree Elbow							\$42.04			
						Installation	Quantity	2.00	x	Unit Price	19.83	x	Factor	1.0600	=	Total	42.04
						2" EMT 90 Elbow											
181	26	05	33	13	0633	EA	1/2" Electrical Metallic Tubing (EMT) Set Screw Coupling							\$82.42			
						Installation	Quantity	25.00	x	Unit Price	3.11	x	Factor	1.0600	=	Total	82.42
						1/2" emt coupling											
182	26	05	33	13	0634	EA	3/4" Electrical Metallic Tubing (EMT) Set Screw Coupling							\$40.39			
						Installation	Quantity	10.00	x	Unit Price	3.81	x	Factor	1.0600	=	Total	40.39
						3/4" emt coupling											
183	26	05	33	13	0635	EA	1" Electrical Metallic Tubing (EMT) Set Screw Coupling							\$77.68			
						Installation	Quantity	16.00	x	Unit Price	4.58	x	Factor	1.0600	=	Total	77.68
						1" emt coupling											
184	26	05	33	13	0638	EA	2" Electrical Metallic Tubing (EMT) Set Screw Coupling							\$68.94			
						Installation	Quantity	6.00	x	Unit Price	10.84	x	Factor	1.0600	=	Total	68.94
						2" emt coupling											

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 2 - Interior West

185	26	05	33	13 0656	EA	3/4" Electrical Metallic Tubing (EMT) Straight Box Connector With Set Screw						\$31.88
						Quantity	Unit Price	Factor	=	Total		
					Installation	8.00	3.76	1.0600		31.88		
						x	x					
						3/4" EMT Connector						
186	26	05	33	13 0657	EA	1" Electrical Metallic Tubing (EMT) Straight Box Connector With Set Screw						\$77.68
						Quantity	Unit Price	Factor	=	Total		
					Installation	16.00	4.58	1.0600		77.68		
						x	x					
						1" EMT Connector						
187	26	05	33	13 0660	EA	2" Electrical Metallic Tubing (EMT) Straight Box Connector With Set Screw						\$69.39
						Quantity	Unit Price	Factor	=	Total		
					Installation	6.00	10.91	1.0600		69.39		
						x	x					
						2" emt connector						
188	26	05	33	13 0666	EA	1/2" Electrical Metallic Tubing (EMT) Insulated Straight Box Connector With Set Screw						\$66.30
						Quantity	Unit Price	Factor	=	Total		
					Installation	15.00	4.17	1.0600		66.30		
						x	x					
						1/2" EMT Connector						
189	26	05	33	13 0839	EA	3/4" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) Coupling						\$138.22
						Quantity	Unit Price	Factor	=	Total		
					Installation	8.00	16.30	1.0600		138.22		
						x	x					
						3/4" PVC Coupling						
190	26	05	33	13 0843	EA	2" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) Coupling						\$975.47
						Quantity	Unit Price	Factor	=	Total		
					Installation	25.00	36.81	1.0600		975.47		
						x	x					
						PVC Coupling						
191	26	05	33	16 0003	EA	1-1/2" Depth, 4" Square Steel Box						\$1,404.92
						Quantity	Unit Price	Factor	=	Total		
					Installation	60.00	22.09	1.0600		1,404.92		
						x	x					
						Standard 1900 Junction Box						
192	26	05	33	16 0004	EA	2-1/8" Depth, 4" Square Steel Box						\$250.69
						Quantity	Unit Price	Factor	=	Total		
					Installation	10.00	23.65	1.0600		250.69		
						x	x					
						Deep 1900 Junction Box						
193	26	05	33	16 0009	EA	5/8" Depth, 1 Gang, 4" Square Steel Mud Ring						\$300.88
						Quantity	Unit Price	Factor	=	Total		
					Installation	35.00	8.11	1.0600		300.88		
						x	x					
						Mud ring						
194	26	05	33	16 0015	EA	5/8" Depth, 2 Gang, 4" Square Steel Mud Ring						\$37.06
						Quantity	Unit Price	Factor	=	Total		
					Installation	4.00	8.74	1.0600		37.06		
						x	x					
						Mud ring						
195	26	05	33	23 0031	LF	8" x 8", NEMA 3R, Surface Mounted Wireway With Screw Cover						\$356.29
						Quantity	Unit Price	Factor	=	Total		
					Installation	3.00	112.04	1.0600		356.29		
						x	x					
						8x8 Wireway						

Contractor's Price Proposal - Detail Continues..

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Phase 2 - Interior West

196	26	05	33	23	0032	EA	8" x 8", End Plate For Surface Mounted Wireway With Screw Cover										\$34.41
							Installation	Quantity		Unit Price		Factor	=	Total			
								2.00	x	16.23	x	1.0600	=	34.41			
							End Plate for 8x8 Wireway										
197	26	09	23	00	0210	EA	500 SF, 180 Degree, (Multi) Passive Infrared And Ultrasonic, Ceiling Mounted, Wired Occupancy Sensor (Encelium SCM-0500)Excludes GB II cable.										\$597.52
							Installation	Quantity		Unit Price		Factor	=	Total			
								2.00	x	281.85	x	1.0600	=	597.52			
							Motion Sensor										
198	26	09	23	00	0355	EA	Dual Relay, Passive Infrared, Wall Switch Mounted Occupancy Sensor (Watt Stopper PW-200)										\$341.72
							Installation	Quantity		Unit Price		Factor	=	Total			
								3.00	x	107.46	x	1.0600	=	341.72			
							Dual Relay Motion Sensor										
199	26	27	16	00	0066	EA	24" x 24" x 6" Screw Cover, Galvanized Steel NEMA 1 Enclosure										\$288.78
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	272.43	x	1.0600	=	288.78			
							24x24x6 NEMA 1/S/C J-BOX										
200	26	27	26	00	0007	EA	20 Amperes, 2 Gang, NEMA 5-20, Duplex Receptacle Assembly										\$853.94
							Installation	Quantity		Unit Price		Factor	=	Total			
								10.00	x	80.56	x	1.0600	=	853.94			
							Duplex receptacle										
201	26	27	26	00	0224	EA	15 Amperes Momentary Contact Switch										\$248.45
							Installation	Quantity		Unit Price		Factor	=	Total			
								3.00	x	78.13	x	1.0600	=	248.45			
							15Amp Momentary switch										
202	26	51	19	00	0013	EA	4,600 Lumens, 4' Length, Lensed LED Striplight Fixture (Lithonia ZL2)										\$580.69
							Installation	Quantity		Unit Price		Factor	=	Total			
								2.00	x	273.91	x	1.0600	=	580.69			
							Strip Light - Type B Fixture										
203	26	51	19	00	0029	EA	2' x 4', 4,175 Lumens, Prismatic Lensed, Lay-In/ Troffer LED Fixture (Lunera® 24G4)										\$6,542.31
							Installation	Quantity		Unit Price		Factor	=	Total			
								11.00	x	561.09	x	1.0600	=	6,542.31			
							Type A Fixture										
204	26	52	13	13	0003	EA	3 Max Wattage At 90 Minutes, 3.6 Volt, Polycarbonate Housing, LED Lamps, Commercial Emergency Light (Lithonia ELM2 LED)										\$713.34
							Installation	Quantity		Unit Price		Factor	=	Total			
								4.00	x	168.24	x	1.0600	=	713.34			
							Emergency Light										
205	27	11	19	00	0011	EA	48 Port, Category 6 Patch Panel										\$606.65
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	572.31	x	1.0600	=	606.65			
							48 Port Patch panel										
206	27	15	13	00	0489	MLF	4-Pair Solid UTP, 23 AWG, Category 6, Indoor Telecommunications Plenum Cable, Installed Exposed										\$14,684.31
							Installation	Quantity		Unit Price		Factor	=	Total			
								6.50	x	2,131.25	x	1.0600	=	14,684.31			
							CAT6 Phone/Data - Includes Cover Plates and Keystones										

Contractor's Price Proposal - Detail Continues..

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Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 2 - Interior West

207	27	15	33	00	0011	MLF	RG 6/U Coaxial, Indoor Telecommunications Cable, Installed Exposed (Belden 9114)							\$8,541.19
							Installation	Quantity		Unit Price		Factor	=	Total
								6.50	x	1,239.65	x	1.0600	=	8,541.19
							RG6 Coax Cable - Includes Cover Plate and Keystones							
208	28	16	11	00	0042	EA	Coax Antenna Kit For RF Receivers, Exterior Stand Alone Access							\$420.24
							ControlsIncludes 15' of coax cable.							
							Installation	Quantity		Unit Price		Factor	=	Total
								2.50	x	158.58	x	1.0600	=	420.24
							RK40/RPK40 Upgrade Kit							
209	28	46	21	17	1017	EA	Programming Software For ONYX Series Products, DVC And Associated Amplifiers, DVC-RPU And UDACT-2 (Notifier VERIFIRE-TCD)							\$658.63
							Installation	Quantity		Unit Price		Factor	=	Total
								1.00	x	621.35	x	1.0600	=	658.63
							Access control manager software license							

Subtotal for Phase 2 - Interior West

\$231,169.41

Phase 3 - Interior East

210	01	22	20	00	0006	HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.							\$2,805.40
							Installation	Quantity		Unit Price		Factor	=	Total
								60.00	x	44.11	x	1.0600	=	2,805.40
							Carpenter hours required for removal of all existing hardware and prep.							
211	01	22	20	00	0009	HR	Drywall FinisherFor tasks not included in the Construction Task Catalog® and as directed by owner only.							\$11,811.47
							Installation	Quantity		Unit Price		Factor	=	Total
								270.00	x	41.27	x	1.0600	=	11,811.47
							Drywall finish all walls where wood paneling/FRP was removed and all other patching as needed.							
212	01	22	20	00	0010	HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.							\$1,302.74
							Installation	Quantity		Unit Price		Factor	=	Total
								20.00	x	61.45	x	1.0600	=	1,302.74
							Man hours to safe off existing electrical devices and circuits.							
213	01	22	20	00	0015	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.							\$703.67
							Installation	Quantity		Unit Price		Factor	=	Total
								16.00	x	41.49	x	1.0600	=	703.67
							Installation of FRP in Room 101.							
214	01	22	20	00	0015	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.							\$2,638.76
							Installation	Quantity		Unit Price		Factor	=	Total
								60.00	x	41.49	x	1.0600	=	2,638.76
							Laborer crew for demolition of all work noted.							
215	01	22	20	00	0019	HR	Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.							\$4,309.54
							Installation	Quantity		Unit Price		Factor	=	Total
								120.00	x	33.88	x	1.0600	=	4,309.54
							Painting labor and material for misc. patching/surfaces.							
216	01	22	20	00	0059	HR	Senior Engineer							\$3,432.70
							Installation	Quantity		Unit Price		Factor	=	Total
								20.00	x	161.92	x	1.0600	=	3,432.70
							Shop drawings for Access Control/Security System							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 3 - Interior East

217	01 22 23 00 0054	MO	17' Electric, Scissor Platform Lift						\$703.90
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	664.06 x	1.0600	=	703.90		
			Scissor lift for painters to reach at high places.						
218	01 74 19 00 0015	EA	30 CY Dumpster (4 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$2,555.32
			Quantity	Unit Price	Factor	=	Total		
		Installation	3.00 x	803.56 x	1.0600	=	2,555.32		
			Necessary dumpsters						
219	06 46 29 00 0032	SF	5/8" Thick, Fire Rated, Exterior Ceiling Gypsum Board Soffit						\$780.16
			Quantity	Unit Price	Factor	=	Total		
		Installation	400.00 x	1.84 x	1.0600	=	780.16		
			Fire rated backing						
220	06 83 16 00 0002	SF	Fiberglass Reinforced Polyester (FRP) Paneling Including Adhesive And Trim						\$1,806.24
			Quantity	Unit Price	Factor	=	Total		
		Installation	480.00 x	3.55 x	1.0600	=	1,806.24		
			New FRP in Room 101.						
221	07 21 16 00 0003	SF	3-1/2" Thick, Kraft Faced, R-11 Fiberglass Flexible Insulation						\$1,293.20
			Quantity	Unit Price	Factor	=	Total		
		Installation	1,000.00 x	1.22 x	1.0600	=	1,293.20		
			R-11 Insulation for new walls.						
222	08 12 13 13 0123	EA	3' x >7'-2" Through 9' High, 6-7/8" Through 8-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame						\$2,926.02
			Quantity	Unit Price	Factor	=	Total		
		Installation	5.00 x	552.08 x	1.0600	=	2,926.02		
			New Frames						
223	08 13 13 13 0049	EA	3' x 7' x 1-3/4", 18 Gauge, Level 2 Heavy Duty, Honeycomb Core, Hollow Metal Door						\$3,967.24
			Quantity	Unit Price	Factor	=	Total		
		Installation	6.00 x	623.78 x	1.0600	=	3,967.24		
			New HM Door						
224	08 51 13 00 0124	EA	>20 To 30 SF, 4" Frame Depth, HC 65, Fixed Aluminum Window (Traco TR-9500)						\$2,388.59
			Quantity	Unit Price	Factor	=	Total		
		Installation	3.00 x	696.67 x	1.0600	=	2,215.41		
		Demolition	3.00 x	54.46 x	1.0600	=	173.18		
			Impact windows						
225	08 71 11 00 0017	PR	4-1/2" x 4-1/2", Standard Duty, Full Mortise, Concealed Ball Bearing, Brass/Bronze, Satin Chrome Finish Hinge						\$1,524.78
			Quantity	Unit Price	Factor	=	Total		
		Installation	16.50 x	87.18 x	1.0600	=	1,524.78		
			Hinges						
226	08 71 11 00 0426	EA	1-3/8" Overall Height, 9/16" Base Height, Satin Aluminum Finish, Aluminum Dome Floor Stop (Ives FS438)						\$139.33
			Quantity	Unit Price	Factor	=	Total		
		Installation	8.00 x	16.43 x	1.0600	=	139.33		
			Floor Stops						

Contractor's Price Proposal - Detail Continues..

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Phase 3 - Interior East

227	08	71	11	00	0616	EA	Replacement Of Rubber Door SilencersFor repair / maintenance only. This task is not to be used in conjunction with new door or frame installations.						\$28.94
						Installation	Quantity	Unit Price	Factor	=		Total	
							35.00	0.78	x	1.0600		28.94	
						Door Silencers							
228	08	71	11	00	2167	EA	3' Push Bar, Fire Rated, Mortise Electric Latch Retraction, Exit Device (Von Duprin Series E9875-F/E9975-F)Excludes power supply. Clear anodized satin aluminum US28 (BHMA 628) finish.						\$3,887.42
						Installation	Quantity	Unit Price	Factor	=		Total	
							2.00	1,833.69	x	1.0600		3,887.42	
						Electrified Push bar with power supply & transfer whip							
229	08	71	11	00	2242	EA	Surface Mounted Heavy Duty Door Closer (LCN 4040XP/4041 Series)						\$4,888.11
						Installation	Quantity	Unit Price	Factor	=		Total	
							11.00	419.22	x	1.0600		4,888.11	
						Surface Mounted Closers							
230	08	71	11	00	2282	EA	Heavy Duty Cylindrical Passage Or Closet Lockset F75Satin chrome plated US26D (BHMA 626) - BHMA 156.2-1989, Grade 1(Corbin Russwin CL 3600).						\$606.17
						Installation	Quantity	Unit Price	Factor	=		Total	
							2.00	285.93	x	1.0600		606.17	
						Passage Locksets							
231	08	71	11	00	2284	EA	Heavy Duty Cylindrical, F82 Entrance LocksetSatin chrome plated US26D (BHMA 626) - BHMA 156.2-1989, Grade 1(Corbin Russwin CL 3600).						\$2,173.66
						Installation	Quantity	Unit Price	Factor	=		Total	
							6.00	341.77	x	1.0600		2,173.66	
						Entrance/Storeroom Lockets							
232	08	72	43	00	0006	LF	2-1/4" Width, 3/16" Height, Aluminum Saddle Threshold (Pemko 173A)						\$283.91
						Installation	Quantity	Unit Price	Factor	=		Total	
							18.00	14.88	x	1.0600		283.91	
						Thresholds							
233	08	87	23	16	0019	SF	WindowLock Glass Protection System, Small Missile						\$5,692.20
						Installation	Quantity	Unit Price	Factor	=		Total	
							100.00	53.70	x	1.0600		5,692.20	
						for impact windows							
234	09	22	16	13	0010	SF	3-5/8" Width, 16" On Center, 20 Gauge, Non Load Bearing, Non Structural, Galvanized Steel Stud Framing With Tracks And Runners						\$3,095.20
						Installation	Quantity	Unit Price	Factor	=		Total	
							1,000.00	2.92	x	1.0600		3,095.20	
						Metal Framing for new drywall areas.							
235	09	22	16	13	0010	0006	For Horizontal Installation >10' High, Add						\$318.00
						Installation	Quantity	Unit Price	Factor	=		Total	
							600.00	0.50	x	1.0600		318.00	
						12' To Deck							
236	09	23	13	00	0005	LF	Galvanized Corner Bead For Plaster Applications						\$797.12
						Installation	Quantity	Unit Price	Factor	=		Total	
							400.00	1.88	x	1.0600		797.12	
						New corner bead							
237	09	23	13	00	0021	SF	Smooth Finish Three Coats Gypsum Plaster On Walls						\$6,190.40
						Installation	Quantity	Unit Price	Factor	=		Total	
							1,600.00	3.65	x	1.0600		6,190.40	
						Gypsum plaster for new drywalls.							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 3 - Interior East

238	09	29	10	00	0009	SF	5/8" Type X Fire Rated Gypsum Board										\$1,049.40
						Installation	Quantity	1,000.00	x	Unit Price	0.99	x	Factor	1.0600	=	Total	1,049.40
							Drywall for new areas.										
239	09	29	10	00	0038	SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board										\$576.64
						Installation	Quantity	1,600.00	x	Unit Price	0.34	x	Factor	1.0600	=	Total	576.64
							for gypsum board finishing										
240	09	51	13	00	0023	SF	2' x 2' x 5/8" Thick, Square Edge, Mineral Fiber Acoustical Ceiling Panel (Armstrong VL Perforated)										\$1,098.16
						Installation	Quantity	200.00	x	Unit Price	5.18	x	Factor	1.0600	=	Total	1,098.16
							Tile for new grid in lounge										
241	09	51	13	00	0023	0094	For >50 To 200, Add										\$135.68
						Installation	Quantity	200.00	x	Unit Price	0.64	x	Factor	1.0600	=	Total	135.68
242	09	53	23	00	0004	SF	2' x 2' Grid, Hot Dipped Galvanized Steel, 15/16" T Bar Ceiling Suspension System										\$349.80
						Installation	Quantity	200.00	x	Unit Price	1.65	x	Factor	1.0600	=	Total	349.80
							New grid in lounge										
243	09	53	23	00	0004	0121	For >50 To 200, Add										\$67.84
						Installation	Quantity	200.00	x	Unit Price	0.32	x	Factor	1.0600	=	Total	67.84
244	09	65	13	13	0003	LF	4" High, 1/8" Thick, Type TV Thermoplastic Vinyl Wall Base, All Colors										\$1,179.99
						Installation	Quantity	440.00	x	Unit Price	2.53	x	Factor	1.0600	=	Total	1,179.99
							New vinyl base										
245	09	65	13	13	0003	0453	For >240 To 960, Deduct										-\$93.28
						Installation	Quantity	440.00	x	Unit Price	-0.20	x	Factor	1.0600	=	Total	-93.28
246	09	65	19	19	0005	SF	1/8" Thick, Class 2 Through Pattern, Vinyl Composition Tile (VCT) (Armstrong® ChromaSpin™)										\$6,239.16
						Installation	Quantity	1,800.00	x	Unit Price	3.27	x	Factor	1.0600	=	Total	6,239.16
							New VCT for rooms 103, 105 and 108.										
247	09	65	19	19	0005	0146	For >1,000 To 3,000, Deduct										-\$133.56
						Installation	Quantity	1,800.00	x	Unit Price	-0.07	x	Factor	1.0600	=	Total	-133.56
248	09	91	23	00	0062	SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls										\$1,908.00
						Installation	Quantity	5,000.00	x	Unit Price	0.36	x	Factor	1.0600	=	Total	1,908.00
							Primer for interior walls										
249	09	91	23	00	0062	0283	For >2,500 To 5,000, Deduct										-\$106.00
						Installation	Quantity	5,000.00	x	Unit Price	-0.02	x	Factor	1.0600	=	Total	-106.00

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 3 - Interior East

250	09	91	23	00	0064	SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls										\$3,763.00
						Installation	Quantity		Unit Price		Factor	=	Total				
							5,000.00	x	0.71	x	1.0600		3,763.00				
							2 coats of paint on interior walls										
251	09	91	23	00	0064	0283	For >2,500 To 5,000, Deduct										-\$212.00
						Installation	Quantity		Unit Price		Factor	=	Total				
							5,000.00	x	-0.04	x	1.0600		-212.00				
252	09	91	23	00	0239	LF	Paint Interior Metal Door Frame And Trim, 1 Coat Primer, Brush/Roller Work										\$123.60
						Installation	Quantity		Unit Price		Factor	=	Total				
							220.00	x	0.53	x	1.0600		123.60				
							Prime door frames										
253	09	91	23	00	0241	LF	2 Coats Paint, Brush/Roller Work, Paint Interior Metal Door Frame And Trim										\$261.18
						Installation	Quantity		Unit Price		Factor	=	Total				
							220.00	x	1.12	x	1.0600		261.18				
							Paint door frames										
254	09	91	23	00	0246	EA	Paint Interior Metal Door, Both Faces, 1 Coat Primer, Brush/Roller Work										\$600.49
						Installation	Quantity		Unit Price		Factor	=	Total				
							11.00	x	51.50	x	1.0600		600.49				
							Prime doors										
255	09	91	23	00	0246	0293	For >10 To 25, Deduct										-\$60.05
						Installation	Quantity		Unit Price		Factor	=	Total				
							11.00	x	-5.15	x	1.0600		-60.05				
256	09	91	23	00	0248	EA	Paint Interior Metal Door, Both Faces, 2 Coats Paint, Brush/Roller Work										\$1,108.98
						Installation	Quantity		Unit Price		Factor	=	Total				
							11.00	x	95.11	x	1.0600		1,108.98				
							Paint doors										
257	09	91	23	00	0248	0290	For Oil Based Paint, Add										\$85.58
						Installation	Quantity		Unit Price		Factor	=	Total				
							11.00	x	7.34	x	1.0600		85.58				
258	09	91	23	00	0248	0293	For >10 To 25, Deduct										-\$110.89
						Installation	Quantity		Unit Price		Factor	=	Total				
							11.00	x	-9.51	x	1.0600		-110.89				
259	23	09	23	53	0006	HR	EMCS System Software Programming And Graphics Programming										\$4,168.34
						Installation	Quantity		Unit Price		Factor	=	Total				
							24.00	x	163.85	x	1.0600		4,168.34				
							Programming for Security Cameras.										
260	23	09	23	53	0006	HR	EMCS System Software Programming And Graphics Programming										\$4,168.34
						Installation	Quantity		Unit Price		Factor	=	Total				
							24.00	x	163.85	x	1.0600		4,168.34				
							Access control programming for door hardware										
261	26	05	19	16	0028	MLF	#3 AWG, XLP (XHHW-2), 600 Volt Copper, Single Stranded, Power Cable, Installed In Conduit										\$6,890.36
						Installation	Quantity		Unit Price		Factor	=	Total				
							2.00	x	3,250.17	x	1.0600		6,890.36				
							Wiring Rate 3 for Security Cameras										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 3 - Interior East

262	26	05	19	16	0028	MLF	#3 AWG, XLP (XHHW-2), 600 Volt Copper, Single Stranded, Power Cable, Installed In Conduit								\$5,167.77
							Quantity	Unit Price	Factor	=	Total				
						Installation	1.50 x	3,250.17 x	1.0600	=	5,167.77				
							Wiring Rate 3 for WiFi								
263	26	05	19	16	0028	MLF	#3 AWG, XLP (XHHW-2), 600 Volt Copper, Single Stranded, Power Cable, Installed In Conduit								\$5,167.77
							Quantity	Unit Price	Factor	=	Total				
						Installation	1.50 x	3,250.17 x	1.0600	=	5,167.77				
							Wiring Rate 3 for Electrified push bars								
264	26	05	19	16	0124	MLF	#12 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable								\$1,223.92
							Quantity	Unit Price	Factor	=	Total				
						Installation	2.00 x	577.32 x	1.0600	=	1,223.92				
							#12 Wire								
265	26	05	19	16	0126	MLF	#8 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable								\$1,796.00
							Quantity	Unit Price	Factor	=	Total				
						Installation	1.50 x	1,129.56 x	1.0600	=	1,796.00				
							#8 Wire								
266	26	05	19	16	0127	MLF	#6 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable								\$3,491.92
							Quantity	Unit Price	Factor	=	Total				
						Installation	2.00 x	1,647.13 x	1.0600	=	3,491.92				
							#6 Wire								
267	26	05	19	16	0133	MLF	3/0 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable								\$5,882.54
							Quantity	Unit Price	Factor	=	Total				
						Installation	0.80 x	6,936.96 x	1.0600	=	5,882.54				
							#3 Wire								
268	26	05	19	16	0133	MLF	3/0 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable								\$2,941.27
							Quantity	Unit Price	Factor	=	Total				
						Installation	0.40 x	6,936.96 x	1.0600	=	2,941.27				
							3/0 THHN CU Stranded								
269	26	05	19	16	0193	MLF	2 Conductors, #12 AWG, Type MC, Solid Or Stranded, Galvanized Steel Armored Cable								\$1,979.40
							Quantity	Unit Price	Factor	=	Total				
						Installation	0.80 x	2,334.20 x	1.0600	=	1,979.40				
							12/2 MC Cu Cable								
270	26	05	19	16	0198	MLF	3 Conductors, #12 AWG, Type MC, Solid Or Stranded, Galvanized Steel Armored Cable								\$1,476.54
							Quantity	Unit Price	Factor	=	Total				
						Installation	0.50 x	2,785.93 x	1.0600	=	1,476.54				
							12/3 MC Cu Cable								
271	26	05	29	00	0167	EA	1/2", One Hole Steel Conduit Strap								\$50.88
							Quantity	Unit Price	Factor	=	Total				
						Installation	20.00 x	2.40 x	1.0600	=	50.88				
							1/2" steel conduit strap								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 3 - Interior East

272	26	05	29	00	0168	EA	3/4", One Hole Steel Conduit Strap										\$113.80
						Installation	Quantity		Unit Price		Factor	=	Total				
							44.00	x	2.44	x	1.0600		113.80				
							3/4" steel conduit strap										
273	26	05	29	00	0169	EA	1", One Hole Steel Conduit Strap										\$39.18
						Installation	Quantity		Unit Price		Factor	=	Total				
							14.00	x	2.64	x	1.0600		39.18				
							1" steel conduit strap										
274	26	05	29	00	0195	EA	2", Two Hole Steel Conduit Strap										\$9.79
						Installation	Quantity		Unit Price		Factor	=	Total				
							3.00	x	3.08	x	1.0600		9.79				
							2" steel conduit strap										
275	26	05	29	00	0240	EA	24" Long Snap On T-Bar Electrical Box Hanger (Caddy 512)										\$107.59
						Installation	Quantity		Unit Price		Factor	=	Total				
							5.00	x	20.30	x	1.0600		107.59				
							T-Bar clip										
276	26	05	33	13	0174	EA	3/4" Rigid Galvanized Steel (RGS) Plastic Insulating Bushing										\$307.57
						Installation	Quantity		Unit Price		Factor	=	Total				
							36.00	x	8.06	x	1.0600		307.57				
							3/4" Bushing										
277	26	05	33	13	0469	EA	1/2" Rigid Galvanized Steel (RGS) Sealing Locknut										\$16.37
						Installation	Quantity		Unit Price		Factor	=	Total				
							8.00	x	1.93	x	1.0600		16.37				
							Locknuts										
278	26	05	33	13	0600	LF	1/2" Electrical Metallic Tubing (EMT) Conduit										\$834.43
						Installation	Quantity		Unit Price		Factor	=	Total				
							240.00	x	3.28	x	1.0600		834.43				
							1/2" EMT										
279	26	05	33	13	0601	LF	3/4" Electrical Metallic Tubing (EMT) Conduit										\$1,181.26
						Installation	Quantity		Unit Price		Factor	=	Total				
							280.00	x	3.98	x	1.0600		1,181.26				
							3/4" EMT										
280	26	05	33	13	0601	0305	For >250 To 500, Deduct										-\$31.80
						Installation	Quantity		Unit Price		Factor	=	Total				
							500.00	x	-0.06	x	1.0600		-31.80				
281	26	05	33	13	0602	LF	1" Electrical Metallic Tubing (EMT) Conduit										\$1,282.18
						Installation	Quantity		Unit Price		Factor	=	Total				
							240.00	x	5.04	x	1.0600		1,282.18				
							1" EMT										
282	26	05	33	13	0605	LF	2" Electrical Metallic Tubing (EMT) Conduit										\$1,332.63
						Installation	Quantity		Unit Price		Factor	=	Total				
							140.00	x	8.98	x	1.0600		1,332.63				
							2" EMT										
283	26	05	33	13	0616	EA	2" Electrical Metallic Tubing (EMT) 90 Degree Elbow										\$21.02
						Installation	Quantity		Unit Price		Factor	=	Total				
							1.00	x	19.83	x	1.0600		21.02				
							2" EMT 90 Elbow										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 3 - Interior East

284	26	05	33	13 0633	EA	1/2" Electrical Metallic Tubing (EMT) Set Screw Coupling						\$69.23
						Installation	Quantity		Unit Price	Factor	Total	
							21.00	x	3.11	x	69.23	
						1/2" emt coupling						
285	26	05	33	13 0634	EA	3/4" Electrical Metallic Tubing (EMT) Set Screw Coupling						\$32.31
						Installation	Quantity		Unit Price	Factor	Total	
							8.00	x	3.81	x	32.31	
						3/4" emt coupling						
286	26	05	33	13 0635	EA	1" Electrical Metallic Tubing (EMT) Set Screw Coupling						\$67.97
						Installation	Quantity		Unit Price	Factor	Total	
							14.00	x	4.58	x	67.97	
						1" emt coupling						
287	26	05	33	13 0638	EA	2" Electrical Metallic Tubing (EMT) Set Screw Coupling						\$57.45
						Installation	Quantity		Unit Price	Factor	Total	
							5.00	x	10.84	x	57.45	
						2" EMT Coupling						
288	26	05	33	13 0656	EA	3/4" Electrical Metallic Tubing (EMT) Straight Box Connector With Set Screw						\$39.86
						Installation	Quantity		Unit Price	Factor	Total	
							10.00	x	3.76	x	39.86	
						3/4" Emt Connector						
289	26	05	33	13 0656	EA	3/4" Electrical Metallic Tubing (EMT) Straight Box Connector With Set Screw						\$19.93
						Installation	Quantity		Unit Price	Factor	Total	
							5.00	x	3.76	x	19.93	
						3/4" EMT Connector						
290	26	05	33	13 0657	EA	1" Electrical Metallic Tubing (EMT) Straight Box Connector With Set Screw						\$67.97
						Installation	Quantity		Unit Price	Factor	Total	
							14.00	x	4.58	x	67.97	
						1" EMT Connector						
291	26	05	33	13 0660	EA	2" Electrical Metallic Tubing (EMT) Straight Box Connector With Set Screw						\$57.82
						Installation	Quantity		Unit Price	Factor	Total	
							5.00	x	10.91	x	57.82	
						2" Emt Connector						
292	26	05	33	13 0666	EA	1/2" Electrical Metallic Tubing (EMT) Insulated Straight Box Connector With Set Screw						\$48.62
						Installation	Quantity		Unit Price	Factor	Total	
							11.00	x	4.17	x	48.62	
						1/2" EMT Connector						
293	26	05	33	13 0839	EA	3/4" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) Coupling						\$138.22
						Installation	Quantity		Unit Price	Factor	Total	
							8.00	x	16.30	x	138.22	
						3/4" Coupling						
294	26	05	33	13 0843	EA	2" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) Coupling						\$975.47
						Installation	Quantity		Unit Price	Factor	Total	
							25.00	x	36.81	x	975.47	
						2" Coupling						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00

Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 3 - Interior East

295	26	05	33	16	0003	EA	1-1/2" Depth, 4" Square Steel Box										\$936.62
						Installation	Quantity		Unit Price		Factor	=	Total				
							40.00	x	22.09	x	1.0600		936.62				
						Standard 1900 Junction Box											
296	26	05	33	16	0004	EA	2-1/8" Depth, 4" Square Steel Box										\$250.69
						Installation	Quantity		Unit Price		Factor	=	Total				
							10.00	x	23.65	x	1.0600		250.69				
						Deep 1900 Box											
297	26	05	33	16	0009	EA	5/8" Depth, 1 Gang, 4" Square Steel Mud Ring										\$300.88
						Installation	Quantity		Unit Price		Factor	=	Total				
							35.00	x	8.11	x	1.0600		300.88				
						Mud Ring											
298	26	05	33	16	0015	EA	5/8" Depth, 2 Gang, 4" Square Steel Mud Ring										\$37.06
						Installation	Quantity		Unit Price		Factor	=	Total				
							4.00	x	8.74	x	1.0600		37.06				
						Mud ring											
299	26	24	13	00	0300	EA	70 To 225 Amperes, 600 Volt, Type JDB, 3 Pole, Panel Mounted, Molded Case Circuit Breaker										\$1,741.13
						Installation	Quantity		Unit Price		Factor	=	Total				
							1.00	x	1,642.58	x	1.0600		1,741.13				
						225/30 120/208V 3PH Panel											
300	26	27	26	00	0007	EA	20 Amperes, 2 Gang, NEMA 5-20, Duplex Receptacle Assembly										\$853.94
						Installation	Quantity		Unit Price		Factor	=	Total				
							10.00	x	80.56	x	1.0600		853.94				
						Duplex Receptacle											
301	26	28	16	13	0013	EA	2 Pole, 110 To 125 Amperes, 120/240 Volt, Branch Circuit Breaker, 10,000 Amperes Interrupting Capacity										\$1,059.28
						Installation	Quantity		Unit Price		Factor	=	Total				
							7.00	x	142.76	x	1.0600		1,059.28				
						120/240V 120Amp Circuit breaker											
302	26	51	19	00	0029	EA	2' x 4', 4,175 Lumens, Prismatic Lensed, Lay-In/ Troffer LED Fixture (Lunera® 24G4)										\$1,784.27
						Installation	Quantity		Unit Price		Factor	=	Total				
							3.00	x	561.09	x	1.0600		1,784.27				
						Type A Fixture											
303	26	52	13	16	0005	EA	Double Face, Thermoplastic Housing, LED Exit Sign With Battery Back-Up (Lithonia LQM ELN)										\$971.97
						Installation	Quantity		Unit Price		Factor	=	Total				
							5.00	x	183.39	x	1.0600		971.97				
						Exit Sign											
304	28	16	11	00	0042	EA	Coax Antenna Kit For RF Receivers, Exterior Stand Alone Access ControlsIncludes 15' of coax cable.										\$420.24
						Installation	Quantity		Unit Price		Factor	=	Total				
							2.50	x	158.58	x	1.0600		420.24				
						RK40/RPK40 Upgrade Kit											
305	28	16	11	00	0110	EA	Up To 4-1/4" Read Range, 5-12 Volt DC, HID iClass Contactless Smart Card Reader With Keypad, Wiegand Output Access Controls (HID RK40)For mullion mounting.										\$5,731.44
						Installation	Quantity		Unit Price		Factor	=	Total				
							6.00	x	901.17	x	1.0600		5,731.44				
						Wall switch reader with keypad input											

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108345.00
Work Order Title: City of Deerfield Beach Community Center Remodeling

Phase 3 - Interior East

306	28	16	11	00	0144	EA	Access Control Systems Power Supply (Altronix AL400ULACMCB)						\$600.25
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	x 566.27	x 1.0600	=	600.25		
							8 Door Mercury Dual Voltage Integrated Power System						
307	28	16	11	00	0158	EA	Super-Two - Two Reader Processing Panel (Continental Instruments C1CP1300)For use with CA3000 V2.0.25 and above. Up to a 125,000 card capacity, 8 EOL supervised alarm inputs, tamper, 5 relay outputs. Support for on-board LAN adapter, 57,600 baud rate, 6 access groups per card-holder and compressed data mode. Complete in a lockable steel enclosure with battery standby for memory and system operation.						\$3,114.41
						Installation	Quantity	Unit Price	Factor	=	Total		
							2.00	x 1,469.06	x 1.0600	=	3,114.41		
							Two-Reader Interface Module part # MR52-S3						
308	28	16	11	00	0188	EA	Intelligent Controller With Paired Reader Interface for One Physical Barrier (Mercury Security EP-1501)						\$1,073.52
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	x 1,012.75	x 1.0600	=	1,073.52		
							Intelligent Controller Mercury Part # LP1502						
309	28	16	11	00	0219	EA	Master Station, Desk Style Remote Intercommunication Equipment						\$348.62
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	x 328.89	x 1.0600	=	348.62		
							Network Communication Module Part # AC-LSP-NL4						
310	28	21	31	00	0331	EA	3-9.5 mm, Environmental Surface Mount, High Resolution Color, Camclosure® IP Network, Camera Dome System (Pelco IP111-CHV9)						\$5,136.34
						Installation	Quantity	Unit Price	Factor	=	Total		
							4.00	x 1,211.40	x 1.0600	=	5,136.34		
							4 MP Camera for security system						
311	28	21	31	00	0624	EA	Eight Channel, 4 Outputs, UTP Cable, Active Video Receiver (Pelco TW3008AR-4-US)						\$2,047.09
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	x 1,931.22	x 1.0600	=	2,047.09		
							HD Video Appliance 8-Port 4 TB Unit, License Separate						
312	28	21	31	00	0709	EA	10 User, License Pack (Pelco VMX300-LIC-10)						\$1,133.65
						Installation	Quantity	Unit Price	Factor	=	Total		
							2.00	x 534.74	x 1.0600	=	1,133.65		
							ACC 7 Enterprise Edition Camera License						
313	28	46	21	17	0460	EA	Surface Mount Cast Aluminum Box For Exterior Pull Station (Simplex 2975-9211)						\$401.95
						Installation	Quantity	Unit Price	Factor	=	Total		
							4.00	x 94.80	x 1.0600	=	401.95		
							J-Box for Cameras						

Subtotal for Phase 3 - Interior East **\$170,019.18**

Proposal Total **\$580,598.50**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: August 03, 2022

Re: IQC Master Contract #: FL-R10-GC02-111821- SCD
Work Order #: 108345.00
Owner PO #:
Title: City of Deerfield Beach Community Center Remodeling
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$580,598.50

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1439

Agenda Date: 8/16/2022

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, authorizing the sole source purchase of main generator automatic switchgear upgrades from ABB, Inc. for water plant operations in the amount of \$355,017.00, utilizing \$200,000.00 in American Rescue Plan Act Funding; providing for execution of a purchase agreement; providing for an effective date. (Funds from Account #413-5000-536-6031 - Automatic Transfer Switch (ARP41327))

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$355,017

Account Name: Automatic Transfer Switch (ARP41327)

Account Number: 413-5000-536-6031

Background/History

The Main Switchgear at the Water Treatment Plant transfers power between the Emergency Generator and FPL and is manufactured by GE. The Main Switchgear has reached the end of its useful life and parts have become obsolete.

The proposal is to replace all the antiquated relays, breakers and timers with ABB Programmable logic Controllers (PLC), which is industrial software that is compatible with our current power transfer system. The PLC will be integrated into our existing system providing us with a reliable method of operating and monitoring the Emergency Generator power distribution. It also gives us access to control and monitor remotely, thus eliminating the need to have staff enter the elements of a storm to get to the Generator Building.

ABB has done all the preventative maintenance, emergency repairs, and service on the GE switchgear since its inception back in the year 2000. Other brands create additional costs, downtime, and modifications because they do not integrate into the existing system panels.

The Purchasing and Contract Administration Division was recently engaged by the Environmental Services Staff to issue a Sole Source Public Notification for Main Generator Switchgear Upgrades for Water Plant Operations with the American Rescue Plan Act (ARPA) funding, in accordance with the City's procurement code requirements and Federal requirements. The Purchasing and Contract Administration issued Sole Source Public Notification #22-31-PC. Details of the Sole Source process are as follows:

- On July 1, 2022, the Sole Source Public Notification was advertised for twenty-one (21) days and issued to two hundred fifty-five (255) vendors via the e-Procurement Marketplace.
- Four (4) vendors viewed the documents of the Sole Source Notification.
- On July 22, 2022 at 4:00 p.m. EST, responses to the Sole Source Notification were due. No responsive

responses were received.

Current Activity

Staff is seeking approval from the City Commission to utilize the option of a Sole Source purchase in accordance with the City's Procurement Code, Section 38-116, Item 3(c)ii for the Main Generator Switchgear Upgrades for Water Plant Operations. The sole source justification recommends ABB, Inc. as the vendor for the products, equipment and services considered for purchase because they are the sole source manufacturer of ABB, Inc. and GE Industrial Solutions products and equipment and the only factory authorized Original Equipment Manufacturer (OEM) repair and trained programmable logic controllers, etc. The Main Generator Switchgear Upgrades will replace the City's existing GE Industrial Solutions Main Generator Switchgear parts and equipment.

This project is partially funded with ARPA direct funds up to \$200,000. The balance of funding is available from project savings in the Utilities Capital Fund 4135000-5366031.

Recommendation

It is recommended that the City Commission utilize the option of a Sole Source purchase in accordance with the City's Procurement Code, Section 38-116, Item 3(c)ii for the Main Generator Switchgear Upgrades for Water Plant Operations.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE SOLE SOURCE PURCHASE OF MAIN GENERATOR AUTOMATIC SWITCHGEAR UPGRADES FROM ABB, INC. FOR WATER PLANT OPERATIONS IN THE AMOUNT OF \$355,017.00, UTILIZING \$200,000.00 IN AMERICAN RESCUE PLAN ACT FUNDING; PROVIDING FOR EXECUTION OF A PURCHASE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City's existing GE Industrial Solution main generator automatic switchgear parts and equipment for its water plant operations needs to be replaced; and

WHEREAS, the City desires to replace its main generator automatic switchgear ("MGAS") for its water plant operations; and

WHEREAS, on July 1, 2022, the Purchasing and Contract Administration Division issued Sole Source Notification 22-31-PC for MGAS to update its water plant operations in accordance with the City's sole source procurement requirements and no responses were received by the specified due date for a response; and

WHEREAS, the sole source manufacturer ABB, Inc. and GE Industrial Solutions products and equipment are the only factory authorized Original Equipment Manufacturer repair and maintenance provider to provide the desired services and parts that are compatible with the City's existing systems; and

WHEREAS, City staff recommends that the City Commission authorize the sole source purchase of MGAS equipment upgrades for its water plant operations from ABB, Inc. in the amount of \$355,017.00 (the "Purchase"); and

WHEREAS, the City Commission finds that it is in the best interest of the City to authorize the Purchase and to authorize the City Manager or designee to execute any appropriate documents necessary to effectuate the Purchase.

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 authorizes the sole source purchase of MGAS updates for the City's water plant operations from ABB, Inc. in the amount of \$355,017.00, utilizing \$200,000 in ARPA Funds.

Section 3. The City Manager is authorized to execute the necessary documents to effectuate the Purchase, provided the terms are acceptable to the City Manager and approved as to legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Memorandum

TO: Priscilla Cygielnik, Director of Environmental Services

FROM: Paul Collette, Buyer

THRU: Bogdan Avasiloe, Purchasing Manager

DATE: July 26, 2022

RE: **Main Generator Switchgear Upgrades for Water Plant Operations, Sole Source #22-31-PC**

The Purchasing and Contract Administration Division was recently engaged by the Environmental Services Staff to issue a Sole Source Public Notification for Main Generator Switchgear Upgrades for Water Plant Operations with the American Rescue Plan Act (ARPA) funding, in accordance with the City's procurement code requirements and Federal requirements. The Purchasing and Contract Administration issued Sole Source Public Notification #22-31-PC. Details of the Sole Source process are as follows:

- On July 1, 2022, the Sole Source Public Notification was advertised for twenty-one (21) days and issued to two hundred fifty-five (255) vendors via the e-Procurement Marketplace.
- Four (4) vendors viewed the documents of the Sole Source Notification.
- On July 22, 2022 at 4:00 p.m. EST, responses to the Sole Source Notification were due. No responsive responses were received.

The purpose of this memorandum is to request approval from the City Commission to utilize the option of a Sole Source purchase in accordance with the City's Procurement Code, Section 38-116, Item 3(c)ii for the Main Generator Switchgear Upgrades for Water Plant Operations. The sole source justification recommends ABB, Inc. as the vendor for the products, equipment and services considered for purchase because they are the sole source manufacturer of ABB, Inc. and GE Industrial Solutions products and equipment and the only factory authorized Original Equipment Manufacturer (OEM) repair and maintenance service provider with factory trained engineers for switchgear, breakers, transformers, protective relays, drives and programmable logic controllers, etc. The Main Generator Switchgear Upgrades will replace the City's existing GE Industrial Solutions Main Generator Switchgear parts and equipment.

The estimated expenditure is \$355,017.00; therefore, City Commission approval is required for this Sole Source purchase.

In summary, ABB, Inc. the sole source manufacturer of ABB, Inc. and GE Industrial Solutions products and equipment and the only factory authorized Original Equipment Manufacturer (OEM) repair and maintenance service; therefore, City staff recommends the City award the purchase to ABB, Inc. in the best interest of the City.

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

Att: Sole Source Public Notification, Sole Source Justification Form, Sole Source Letter, Recommended Vendor's Proposal

c: Stephanie Tinsley, Chief Financial Officer



July 1, 2022

SOLE SOURCE NOTIFICATION

MAIN GENERATOR SWITCHGEAR UPGRADES FOR WATER PLANT OPERATIONS

RESPONSES ARE DUE: FRIDAY, JULY 22, 2022 AT 4:00 PM EST

This is a notification that the City of Deerfield Beach intends to award the purchase of the Main Generator Automatic Switchgear Upgrades for Water Plant Operations to ABB, Inc. dba ABB ELDS (previously GE Industrial Solutions). The Main Generator Switchgear Upgrades will replace the City's existing GE Industrial Solutions Main Generator Switchgear parts and equipment. ABB, Inc. dba ABB ELDS is the sole source manufacturer of ABB, Inc. and GE Industrial Solutions products and equipment. Also, ABB, Inc. dba ABB ELDS is the only factory authorized Original Equipment Manufacturer (OEM) repair and maintenance service provider with factory trained engineers for ABB, Inc. and GE Industrial Solutions switchgear, breakers, transformers, protective relays, drives and programmable logic controllers. Prospective vendors are asked to provide information regarding their ability to provide the products and services described herein.

Vendors who believe that they can provide the products and services of the same or greater quality and compatibility that will produce the same or greater results for the City shall submit such evidence in their response attachments by the due date of this sole source notification.

For additional information contact Paul Collette, Buyer at (954) 480-4418 or pcollette@deerfield-beach.com.



**Purchasing and Contract Administration Division
Sole Source Justification Form**

This form shall be completed and approved prior to all sole source purchases of \$5,000.00 and above.

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

- a. There is only one source or one reasonable source for the required commodity, service, or construction, or;
- b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;
- c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency.

Section A – Purchase Details	
Requestor	
Department	ENVIRONMENTAL SERVICES
Division	WEST Water TREATMENT Plant
Point of Contact	Hamid Nikvan
Phone Number	954-298-2148
Vendor	
Company Name	ABB, Inc.
Address	29713 Network Place Chicago IL 60673
Phone Number	305-282-0907
Point of Contact and Title	Alfredo Huete
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	The Purchasing & Contract Admin. Division issued a Sole Source Public Notification to (255) vendors via the e-Procurement Marketplace for (21) days. No responses were received. ABB Inc. is the sole manufacturer of ABB and GE industrial Solutions products and equipment.
Product or Service	
Product/Service Name	Switchgear, breakers, transformers, protective relays, drives, and programmable logic controllers.
Manufacturer	ABB (including GE Industrial Solutions)
Make/Model #	
Price	\$355,017.00
Did you negotiate the terms or prices with the vendor? X ☐ Yes ☐ No	
Why is this price considered to be fair and reasonable? YES - ABB has certified application engineers, local inventory and experienced electrical/automation specialists which will result in project development cost reduction.	
Will this purchase obligate the City to a particular vendor in the future? (Either in terms of maintenance, services, or re-purchase for compatibility reasons) ☐ Yes X ☐ No	



**Purchasing and Contract Administration Division
Sole Source Justification Form**

Section B – Justification

This is a sole source because (choose any that apply):

- ☐ Sole provider of a licensed or patented good or service
- X ☐ Sole provider of items compatible with existing equipment, inventory, systems, programs, or services.
- ☐ Sole provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)
- X ☐ Sole provider of factory-authorized warranty service
- ☐ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).
- ☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors?
Please be specific. ABB, Inc. is the only authorized OEM repair and maintenance service provider for the ABB (including GE Industrial Solutions) business equipment and products and can provide up to date factory trained and authorized engineers to perform preventative maintenance and repair services with OEM replacement parts.

Attach documentation to substantiate this sole source claim including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.

Section C – Routing, Certification and Approval

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

1. Requestor

Hamid Nikvan

Signature 5/3/2022
Date

2. Department Director

Priscilla Cygielnik 5/3/2022
Signature Date

3. Purchasing Manager or Chief Financial Officer

Based on the information provided in Sections A and B and the attached supporting documents, I recommend
☒ / do not recommend ☐ this being certified as a sole source.

Required ☒ / not required ☐ to be advertised for a period of 21 business days before award.

Bogdan Aracilase
Signature

7/27/2022
Date

4. City Manager

I hereby certify that this purchase is a Sole Source.

[Signature]
Signature

7/27/22
Date

Sole Source Letter

November 23, 2021

City of Deerfield Beach

290 Goolsby Blvd.

Deerfield Beach, Florida 33442

Subject: Sole Source Representative

Mr. Joshua Niemann:

I represent the commercial operations group of ABB, Inc. (dba ABB ELDS, previous GE Industrial solution). As such, per your request, I can inform you that ABB, Inc. is the only authorized OEM repair and maintenance service provider for the ABB (including GE Industrial Solutions) business equipment and products and can provide up to date factory trained and authorized engineers to perform preventative maintenance and repair services with OEM replacement parts on ABB (including General Electric industrial Solutions) switchgear, breakers, transformers, protective relays, drives, and programmable logic controllers. I also inform you that ABB is the sole manufacturer of ABB and GE industrial Solutions products and equipment.

If you should have additional questions, please feel free to contact me at 305 282 0970.

Sincerely,



Alfredo Huete

Key Account Manager -Florida & Georgia

ABB, Inc.

Miami, Florida, USA

Mobile: +1 305 282 0970

alfredo.huete@us.abb.com



Parts & Service: 1-888-434-7378

BUYERS INFORMATION:

Quote Requested by	Joshua Niemann
Company	City of Deerfield Beach Water Treatment Plant
Address	290 Goolsby Blvd. Deerfield Beach, FL.
Phone	954-540-0447
Email	jniemann@deerfield-beach.com

NOTICE: This quotation is void unless accepted within 30 days from date hereof and is subject to change upon notice. However, if ABB elects to perform the services covered by the quotation, in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

PROPOSAL NO.	AH618806-0322KP_R3AH
DATE	April 14, 2022

**SUBMIT PURCHASE ORDER TO:
ABB INC.**

Alfredo Huete
ABB Sales Manager
alfredo.huete@us.abb.com

**PLEASE REFERENCE PROPOSAL NO. ON ALL
PURCHASE ORDERS**

**REMIT PAYMENT TO:
ABB INC.**

29713 Network Place
Chicago, IL 60673-1297

Tax ID: 36-3100018

Revision History

Revision 0 – Initial Release. Budgetary.

Revision 1 – Firm price. Added HMI Panel, replacing IAC relays, replacing PQMs.

Revision 2 – Merged adder into base price. Included Line item #2 T&M price.

Revision 3AH- Updated T&Cs

Site: City of Deerfield Beach's Water Treatment Plant located in Deerfield Beach, Florida.

Existing Equipment Reference

(1)AKD8 Switchgear; SMY: 0363A8501; REQN: 355-97207B; S.O.: 916803

(1)Lakeshore Switchgear; Master Cubicle only to be serviced (Includes 2 GE PQM meters)

Line item #1: Base Scope of Supply Firm Price

1. Equipment Included:

A. Quantity (1) PLC Panel

I. 30"x24"x8 dimensions

II. Includes:

- a. (1) Integration Tool including Panel Backplane
- b. (1) FlexEdge 3-Sled 1xRS232 2xRS485 Controller
- c. (2) 16 Point I/O Card (8DI/8DO)
- d. (2) 16 point Inteposing Relay Cards
- e. (2) Port Ethernet WiFi SLED Card
- f. (1) 10 " Human Machine Interface (HMI)
- g. (1) 40W Power Supply
- h. (1) Ethernet Switch

B. Quantity (1) HMI Panel

I. 30"x24"x8 dimensions



- II. Includes:
 - a. Quantity (1) 10 " Human Machine Interface (HMI)
 - b. Quantity (1) 40W Power Supply
 - c. Quantity (1) Ethernet Switch
- C. Quantity (2) 850 Relay
 - I. Application: E - Industrial
 - II. Phase Current - Slot J: P5 - 5A Three Phase Current Inputs
 - III. Phase Current - Slot K: NN - No phase current inputs
 - IV. Ground Current: G5 - 5A Ground Current Input
 - V. Power Supply: L - 24 - 48 VDC
 - VI. Slot B - I/O: N - None
 - VII. Slot C - I/O: N - None
 - VIII. Slot F - I/O: A - 2 Form A Relays, 3 Form C Relays, 7 Digital Inputs (Int/Ext Supply)
 - IX. Slot G - I/O: D - 8 Double Pole Output Relays
 - X. Slot H - I/O: N - None
 - XI. Faceplate: M - Membrane Front Panel
 - XII. Current Protection: S - Basic = 50P, 50N, 50G, 51P, 51N, 51G
 - XIII. Voltage Protection: S - Standard = 27P, 27X, 59P, 59N, 59X, 81O, 81U
 - XIV. Control: F - Standard = Setpoint Group Control, Virtual Inputs, Trip Bus, Breaker Control, VTFF + Flexlogic, CLP, 50BF (2/CT bank), CT Spvn (3)
 - XV. Monitoring: B - Basic = Breakers Coil Monitoring, Breaker Arcing, THD, Current Demand, Digital Counters, Data Logger
 - XVI. Communications: SE - Standard = Front USB, 1 x Rear RS485 : Modbus RTU, DNP3.0, IEC60870-5-103 + 1 x Ethernet (Modbus TCP, DNP)
 - XVII. Advanced Communications Connector: N - None
 - XVIII. Wireless Communication: N - None
 - XIX. Security: B - Basic
- D. Quantity (6) PQMII
 - I. Transducer Option: T20 - 4 isolated analog outputs 0-20mA & 4-20mA, 4-20mA analog input, 2nd RS485 port
 - II. Control Option: C - 3 additional programmable output relays (total of 4), 4 programmable switch inputs
 - III. Analysis Option: A - Harmonic analysis, triggered trace memory waveform capture
 - IV. Special Options : MOD 501 (20-60 VDC/20-48 VAC control power)

**Lead time for equipment delivery is 16 working weeks after acknowledgment order. Lead time is subject to change due to factory loading.*

**Shipping costs for equipment delivery to buyer facility located in Florida is included in this proposal. Buyer is responsible for equipment receiving, inspection, offloading, and storage.*

2. Services:

- A. Pre outage services
 - I. Perform site visit for buyer to demonstrate the existing manual throw over scheme to verify breakers are functioning properly and unexpected repairs are not required.
 - a. If found unexpected repairs are needed, a change order will be issued for additional costs.
 - II. Design PLC to be integrated with 3 open transition breakers and existing switchgear controls



- III. Construct PLC Panel and HMI panel
- IV. Perform programming and testing of equipment in item 1 and verify operation
- B. Installation outage
 - I. Provide field resources to perform the following field services on the existing AKD8 Switchgear referenced above.
 - a. Install 850 Relays in item 1 to replace (6)-six existing IAC relays.
 - b. Install PQMIIs in item 1 to replace (4)-four existing PQMs.
 - c. Install PLC Panel in item 1 in monitoring room 20 yards from AKD8 Switchgear referenced above.
 - i. Supply and install conduit and cable, as needed.
 - d. Install HMI Panel in item 1 in same room as AKD8 Switchgear referenced above.
 - i. Supply and install conduit and cable, as needed.
 - e. Perform the following commissioning procedure on PLC Panel and HMI Panel in item 1.
 - i. Perform I/O checkout on new wiring
 - ii. Verify operation of switching between utility and generator
 - f. Remove devices and wiring associated with existing ATO system from panels in ATTACHMENT – EXISTING ATO PANELS.
 - II. Provide field resources to perform the following field services on the existing Lakeshore Switchgear referenced above.
 - a. Install PQMIIs in item 1 to replace (2)-two existing PQMs.
 - III. **Work is to be performed during straight time hours on (12)-twelve, (8)-eight hour ABB non-holiday weekdays in (3)-three mobilizations. Outage will be required.**
- C. Documentation
 - I. Provide the following documentation in .pdf (electronic) format.
 - a. Sequence of Operation for the ATO scheme
 - b. PLC ATO Drawing Package
 - c. Red-line modifications to switchgear drawings. Switchgear drawings are to be supplied by buyer.
 - d. Field Service Report with work summary and test data obtained.

Line item #2: Adder Scope of Supply T&M

Services Work Description:

ABB will provide additional field engineering services to perform upgrades, repairs, and maintenance work associated with installed base referenced above as agreed upon by ABB and Buyer.

Clarifications/Exceptions

- See **Buyer's Responsibilities** below.
- See **Assumptions and Clarifications** below.
- **Generator is not included in this proposal.**
- **Modified drawings are not included in this proposal.**
- **It is assumed existing control power and Potential Transformer circuits are in good working order. Any corrective actions will require a change order.**
- **Buyer is to provide settings for all devices (relays, meters, trip units, etc), as applicable. All protective settings shall be provided by buyer at least two (2) weeks prior to mobilization.**



- Buyer shall advise ABB in writing of all applicable site-specific health, safety (training), security and environmental requirements and procedures prior to work being performed. If additional costs are needed to meet requirements, a change order will be issued.
- All equipment being serviced is to be deenergized before performing work.
- Emergency services are not included in this proposal.
- Working hours are defined as follows:
 - Straight time shall consist of eight (8) hour workdays, Monday through Friday, 8 AM to 5 PM exclusive of ABB holidays.
 - Overtime shall consist of any hours on a daily basis in excess of eight (8) hours worked or Saturdays, excluding Sunday.
 - Double time shall consist of hours worked on Sunday or ABB holidays.
- For any delays, additional mobilizations (due to cancelled or delayed outages, or delays preventing ABB from completing planned work scope), or extra work incurred while the quoted work is being performed as a result of standby time or access to end customer-provided equipment, malfunction or deficiencies encountered with equipment, other than that furnished by ABB under this work scope, a change order will be submitted for the costs relating to the additional work scope. Defective parts found while work is being performed will be documented in a follow-up change order proposal to buyer which will include replacement parts price and services, as applicable.
- ABB typically requires a minimum four (4) weeks advance notice to ensure availability of resources. Less than four (4) weeks' notice may require the use of non-local resources resulting in additional travel and living costs.
- All mobilizations are to be mutually agreed upon the buyer and ABB.

Price, Terms and Conditions

Line item	Terms	Price
<u>Line item #1:</u> <u>Base Scope of</u> <u>Supply Firm</u> <u>Price</u>	• Price is valid for material shipped and work completed by June 2023. • Invoice to be issued upon the following payment schedule. ○ Upon acknowledgement of order 10% ○ Upon equipment delivery 70% ○ Upon final project completion 20% • Payment Terms: Net 30 days from the date of invoice. • Pricing does not include any applicable taxes, permits and licensing fees.	\$325,017
<u>Line item #2:</u> <u>Adder Scope</u> <u>of</u> <u>Supply T&M</u>	<i>Work will be performed on a time and material basis per our published rates for Service, applicable at the time that worked is performed, including work that extends through the weekend / holiday. The current rates for Service can be found in <u>ABB Electrification U.S.A Service Rates</u> attached. Payment Terms are Net 30 days from the date of invoice. Pricing does not include any applicable taxes, permits and licensing fees.</i> <i>The estimated price is \$30,000 and includes the cost for travel time and travel and living expenses.</i> ☐ Less than 24 hour response	\$30,000



	☐ Consulting Engineer ☐ Service Center Specialist	☐ Specialized Field Engineer ☒ Field Engineer ☐ Service Tech Work Leader ☐ Service Technician	
		Total	\$355,017

**Buyer is to separate line item # 1 & line item #2 on purchase order.*

The sale of any service and products, and the integration thereof, ordered by the Buyer is expressly conditioned upon the terms and conditions contained in this quotation and Terms and Conditions for Sale of Products and Services Form ES 104 (Rev 4) ("Terms and Conditions") as attached hereto. Any additional or different terms and conditions proposed by the Buyer at any time are expressly objected to and will not be binding upon ABB unless specifically agreed to in writing by ABB's authorized representative. Any order for, or any statement of intent to purchase hereunder, or any direction to perform work and ABB's performance of work shall constitute assent to the Terms and Conditions. Oral agreements and/or commitments to perform services are not enforceable.

Additional Services

Should the Buyer desire to have ABB perform additional services beyond the scope of services described in this proposal, a change order request will be submitted for the additional associated costs. No additional services shall proceed without written authorization from the Buyer. Additional services will be performed per our published rates for Service, applicable at the time that work is performed, including work that extends through the weekend / holiday. The current rates for Service can be found in *ABB Electrification U.S.A Service Rates* attached.

Consideration on 2019-nCoV (Coronavirus Outbreak)

If after submission of ABB's bid or during the term of the agreement there are any measures taken by authorities, by ABB or others in connection with the current coronavirus (2019-nCoV) outbreak which affect the performance of the agreement, the parties agree that ABB **may** be entitled to time extension, or other reasonably required contract adjustments if any consequences in any way related to the coronavirus outbreak lead to delays in delivery of goods or provision of services or otherwise affect ABB's contractual obligations or duties.

Consideration for Material Supply

The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as of market fluctuations in the availability and cost of other raw materials, commodities, other critical components and transportation capacities. Notwithstanding anything to the contrary in the contract/terms and conditions/purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract/purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities and transportation capabilities directly or indirectly affecting ABB's performance, ABB **may** be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract/purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract/purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

Consideration for Transportation



The offer is based on Incoterms as stated. Due to current fluctuations in transportation cost, the transportation cost may be given as a separate line item and is to be considered a non-binding estimate based on current market prices. At the time of delivery, ABB will use reasonable efforts to get optimum transport arrangements and the actual cost will be invoiced by ABB to the Purchaser. In no case will ABB be liable for any increase in transportation cost at the time of delivery.

Buyer's Responsibilities

The Buyer's responsibilities shall include, but are not limited to, the following:

- Issue switching orders, schedule outages, and de-energize the electrical apparatus, including Lock-Out Tag-Out (LOTO) of all systems associated with ABB's work scope involved in the project. LOTO procedures shall meet or exceed Contractor or ABB's requirements, whichever are more stringent.
- Prior to the start of the on-site work, Buyer shall familiarize ABB personnel with their safety practices, regulations in effect at jobsite, and any chemical and physical hazards, including process safety issues associated with the work environment. ABB shall be under no obligation to commence work unless safety practices are acceptable to ABB. As a safety precaution, prior to the commencement of work, access to a nearby telephone with the ability to call outside the facility will be provided by Buyer, as well as telephone numbers for local emergency services.
- Buyer will dispose of all wastes generated at the work site. Buyer will be responsible for environmental conditions and will keep the equipment free of contaminants that would be detrimental to the performance of the equipment.
- Buyer shall be responsible for the removal and replacement of any obstructions that may interfere with access to or removal of the existing equipment
- Buyer will provide an experienced electrician or electrical supervisor familiar with the power distribution system and trained in electrical safety and emergency response procedures including CPR, AED, and first aid for purposes of:
 - Directing ABB personnel in identifying and isolating the proper electrical equipment.
 - Shutting down electrical equipment in an emergency and providing emergency response during high risk operations including electrical work when a single ABB representative is dispatched. This person must be visually present during all electrical work and high risk operations. If not present then ABB will stop work and notify the Buyer.
 - Complying with OSHA 1910.269(l)(1) and 1910.269(b)
- Buyer will provide all "special" maintenance tools including; closing handles, test couplers, closing jacks, lifting devices, breaker cars/lift trucks, etc., furnished or defined by the original equipment manufacturer(s).
- Buyer shall provide one (1) copy of existing system schematics, drawings and other information regarding the equipment/site that is needed, and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
- All communication between, including meetings, all documents, notes on drawings, and submissions required under contract, shall be in the English language. Any language translation, of required, will be the responsibility of the Buyer.
- Buyer must supply minimum power supply of 120V, 1-Phase, power source, if necessary.
- Buyer will provide/operate/maintain services for drinking water, sanitary facilities, parking, trash containers, and lighting.
- Buyer to supply, operate, and maintain all standard services to the site facility, such as electric power, lighting, water, air, etc., if required. Backup for these systems is not included in this proposal. These services are to be made available to ABB, including a suitable source of 60Hz 120/240 volts AC, unless otherwise provided herein.



- Buyer to provide, and be responsible for, applicable codes, standard, laws, regulatory requirements, etc. required for the development of functional specification and system design and operation.
- Buyer shall be responsible for the review of the installation to assure compliance with applicable codes. It is the intention of ABB to comply with the applicable codes, standards, laws, regulatory requirements, etc.; however, by law it is the responsibility of the Buyer for compliance of the total installation. ABB would be pleased to quote any additional features or equipment that the Buyer deems necessary to meet these requirements.

Assumptions and Clarifications

- **Coordination of outages with Utilities and any/all necessary permitting will be the responsibility of others.**
- ABB assumes and is relying on the fact that any information furnished by Buyer is accurate and complete. To the extent that ABB obtains actual knowledge of any conditions with the equipment and/or the conditions at site are in addition to and/or different from those indicated in the Buyer's furnished documentation / information and/or there is a previously unknown physical condition that is found with the equipment and/or at the site, ABB shall notify the Buyer. If such condition(s) exist and this causes an increase in ABB's cost of and/or the time required for the performance of any part of the work under a contract, an equitable adjustment may be made, including without limitation, to the price and/or schedule.
- With the exception of delays beyond the control of ABB, no additional work scope shall proceed without the written authorization of the Buyer.
- Should any unforeseen work delays beyond the control of ABB occur, including those as a result of malfunctions or deficiencies encountered with the equipment (unless caused by ABB) or should the Buyer desire to have ABB perform work beyond the scope of work described in this proposal, that work will be billed at the published rates in effect at the time of performance of that the work scope and will apply to all ABB project management, field engineers, field engineering service technicians and/or craftsmen.
- ABB expressly objects to any requirements, methods or conditions contained in any Buyer request that are not specifically addressed in this document, and such requirements, methods and conditions, if any, are outside the scope of this proposal.
- **Schedule:** Unless otherwise stated in the scope, all work will be performed on a straight time basis. All work is to be performed on a mutually agreeable schedule. The foregoing work as described under work scope shall be performed during normal working hours Monday through Friday, Holidays excepted. If work is performed on an overtime basis, the premium for the time spent and other applicable cost will be billed in addition to the price quoted and will be billed at our published rates in effect at the time work is performed. Time and expense of ABB employees' travel from their headquarters to work site and return, shall be considered as time worked. ABB typically requires a minimum four (4) weeks advance notice to ensure availability of resources.
- The services shall be considered "Substantially Complete" when the services to be performed by ABB or the designated portion thereof, are sufficiently complete in accordance with the contract documents, so that the Buyer can occupy or use the services or portion thereof for its/their intended use. For products only order, "substantially complete" shall mean the date of shipment of the products. A "Punchlist" is to be developed upon "Substantial Completion," and ABB's standard warranty shall provide coverage (when applicable) for issues that occur after "Substantial Completion. "Final Project Completion" shall be reached when all contractual responsibilities have been met and the final bill issued.



ABB INC.

By:	Alfredo Huete
Title:	ABB Sales Manager
Email:	alfredo.huete@us.abb.com
Phone:	+1 (305) 282-0970

BUYER:

Company:			
By:	(Signature)		
Title:			
Email:		Date:	

This proposal and specification are submitted in confidence solely for use in consideration of the merits of the offering and for no other direct or indirect use by Buyer and its contents are proprietary to ABB.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1441

Agenda Date: 8/16/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting a 10 foot wide water and sewer utility easement, a 10 foot wide right-of-way dedication, and a 10 foot by 10 foot wide utility easement from the Boys & Girls Clubs of Broward County, Inc. in connection with the 7,280 sq. ft. teen center addition on the 4.24 acre property located at 27 South Dixie Highway; providing for conflicts, 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 referenced rights of way and easement are situated on the Boys and Girls Club, Plat Book 166 page 23, located at 31 South Dixie Highway in Deerfield Beach. These dedications are a result of requests made during the Development Review process to ensure adequate access and maintenance of city assets.

The City of Deerfield Beach Ordinance Section 98-19(5) of the Land Development Code codifies minimum widths of streets by street type. The existing roadway to the south of the proposed Teen Center development is substandard and during site development review a request was made to provide a 10' right of way dedication to include a 5' wide public sidewalk and swale on the north side of the existing roadway. Copies of the legal sketch and description of the dedication of the 10 foot right of way are attached for reference.

Similarly, the city has an 8 inch gravity sewer line that bisects the subject plat. To ensure the City's access to this asset for ease of maintenance, the city requested the proposed water and sewer 10 ft wide utility easement. Copies of the legal sketch and description are attached.

Finally, as part of the utility improvements in the public rights of way bordering the south side of the plat, the city will receive 10'x10' utility easement to enable maintenance of these public utilities.

Current Activity

Construction of the Teen Center is complete and all improvements have been installed. At this time, it is recommended the City Commission accept the easements and dedication of rights of way to ensure access for city maintenance of these city assets in perpetuity.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach, Florida, accept a right-of-way dedication, water and sewer utility easement, and 10x10 utility easement connected to development of the Boys & Girls Club Teen Center.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING A 10 FOOT WIDE WATER AND SEWER UTILITY EASEMENT, A 10 FOOT WIDE RIGHT-OF-WAY DEDICATION, AND A 10 FOOT BY 10 FOOT WIDE UTILITY EASEMENT FROM THE BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC. IN CONNECTION WITH THE 7,280 SQ. FT. TEEN CENTER ADDITION ON THE 4.24 ACRE PROPERTY LOCATED AT 27 SOUTH DIXIE HIGHWAY; PROVIDING FOR CONFLICTS, IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, Application No. 97-CF-23 Rev. 3 (the “Site Plan Application”) submitted to the City by Boys and Girls Clubs of Broward County, Inc. (the “Applicant”) seeking site plan approval to construct a new 7,280 square foot teen center facility on the property located at 27 South Dixie Highway, Deerfield Beach, FL (the “Teen Center”), as well as a technical deviation application to permit 18 parking spaces for the Teen Center in lieu of the 29 spaces required by City Code (“Deviation Application”) was approved by the City Commission on April 16, 2019; and

WHEREAS, the Teen Center site is an approximately 4.24 acre site described as BOYS & GIRLS CLUB PLAT 166-23 B PARCEL A, as more particularly described in the file, and located at 27 South Dixie Highway, Deerfield Beach, Florida (the “Property”); and

WHEREAS, the site plan for the Property includes the new 7,280 square foot Teen Center to be connected to the existing 20,756 square foot youth center building by a 417 square foot covered canopy walkway; and

WHEREAS, in connection with the Site Plan Application, the City Commission also approved the abandonment of a portion of right-of-way (Application No. 18-A-190) and the vacation and abandonment of an approximately 1,894.2 square feet of a 10-foot wide utility easement (Application 18-A-191); and

WHEREAS, similarly, the City has an 8 inch gravity sewer line that bisects the subject plat, and to ensure the City's access to this asset for ease of maintenance, the City requested the proposed water and sewer 10 ft. wide utility easement; a copy of the sketch and legal description is attached as Exhibit “A” (the “Water and Sewer Easement”); and

WHEREAS, the existing roadway to the south of the Teen Center development is substandard, and during site development review City staff requested the Applicant provide a 10' right of way dedication to include a 5' wide public sidewalk and swale on the north side of the existing roadway; a copy of the sketch and legal description is attached as Exhibit “B” (the “ROW Dedication”); and

WHEREAS, as part of the utility improvements in the public rights-of-way bordering the south side of the plat, the City will receive 10'x10' utility easement to enable maintenance of these public utilities; a copy of the sketch and legal description is attached as Exhibit "C" (the "Utility Easement"); and

WHEREAS, the Water and Sewer Utility Easement, ROW Dedication, and Utility Easement are situated within the Boys and Girls Club, Plat Book 166 page 23, located at 31 South Dixie Highway in Deerfield Beach; and

WHEREAS, City staff recommends accepting the Water and Sewer Utility Easement, ROW Dedication, and Utility Easement in connection with the development of the Teen Center to ensure access for City maintenance of these City assets in perpetuity.

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 hereof.

Section 2. The City's acceptance of the Water and Sewer Utility Easement, ROW Dedication, and Utility Easement is hereby approved.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. The appropriate City officials are authorized to do all things necessary to effectuate the aims of this Resolution, including, but not limited to, providing for the recording of the Water and Sewer Utility Easement, ROW Dedication, and Utility Easement.

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

NORTH

BOYS AND GIRLS CLUB PLAT
PLAT BOOK 166 PAGE 23
BROWARD COUNTY PUBLIC RECORDS

SW 1st AVENUE

DIXIE HIGHWAY

N89°48'00"E
10.00'

N00°49'34"W
190.00'

PLAT LIMITS
PB 166 PG 23

S00°49'34"E
200.01'

PLAT LIMITS
PB 166 PG 23

N89°50'38"E
25.15'

N00°49'34"W
10.00'

PLAT LIMITS
PB 166 PG 23

POINT OF BEGINNING

10' U.E. PLAT

S89°50'38"W
270.93'

POINT OF COMMENCEMENT
SE COR. P.B. 166 PG 23

PLAT LIMITS
PB 166 PG 23

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY SHAH, DROTOS & ASSOCIATES FOR EASEMENTS, RIGHTS-OF-WAY, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.

2. THIS IS NOT A BOUNDARY SURVEY.

3. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

SHEET 2 OF 2 SHEETS

PROJECT NO: 1122A0				
SKETCH OF DESCRIPTION	MDS	06/29/18		MDS
REVISIONS	DWN	DATE	FB/PG	CHKD

SDA SHAH DROTOS

& ASSOCIATES

CERTIFICATE OF AUTHORIZATION NO. LB 6456
3410 N. Andrews Avenue Ext • Pompano Beach, Fl. 33064
PH: 954-943-9433 • FAX: 954-783-4754

ENGINEERING
SURVEYING
PLANNING

SKETCH OF DESCRIPTION

PROPOSED WATER AND SEWER UTILITY EASEMENT

BOYS AND GIRLS CLUB PLAT

A PORTION OF THE BOYS AND GIRLS CLUB PLAT AS RECORDED IN PLAT BOOK 166 PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE BOYS AND GIRLS CLUB PLAT, SAID SOUTHEAST CORNER LYING ON THE WEST RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY-STATE ROAD 811;

THENCE SOUTH 89°50'38" WEST ON THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 270.93.00 FEET TO THE POINT OF BEGINNING OF A 10 FOOT WIDE STRIP OF LAND DESCRIBED AS FOLLOWS;

THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 89°50'38" WEST, 35.15 FEET;

THENCE NORTH 00°49'34" WEST A DISTANCE OF 10.00 FEET;

THENCE NORTH 89°50'38" EAST A DISTANCE OF 25.15 FEET;

THENCE NORTH 00°49'34" WEST A DISTANCE OF 190.00 FEET;

THENCE NORTH 89°48'00" EAST A DISTANCE OF 10.00 FEET;

THENCE SOUTH 00°49'34" EAST A DISTANCE OF 200.01 FEET TO THE POINT OF BEGINNING.

LANDS SITUATE IN THE TOWN OF DEERFIELD BEACH, BROWARD COUNTY FLORIDA AND CONTAINING 2,251.5 SQUARE FEET

FIELD COPY

19-5450

CERTIFICATION:

I HEREBY CERTIFY THAT THE LAND DESCRIPTION AND SKETCH ATTACHED HERETO MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

MICHAEL D. SARVER

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA REGISTRATION NO. 5114

SHEET 1 OF 2 SHEETS

PROJECT NO: 1122A0				
SKETCH OF DESCRIPTION	MDS	04/18/18	MDS	
REVISIONS	DWN	DATE	FB/PG	CHKD

SDA SHAH & ASSOCIATES
BROTOS

& ASSOCIATES

CERTIFICATE OF AUTHORIZATION NO. LB 6456

3410 N. Andrews Avenue Ext • Pompano Beach, FL 33064

PH: 954-943-9433 • FAX: 954-783-4754

ENGINEERING
SURVEYING
PLANNING

SKETCH OF DESCRIPTION

PROPOSED 10' RIGHT-OF-WAY DEDICATION

PLAT BOOK 166 PAGE 23

CITY OF DEERFIELD BEACH

A 10' WIDE STRIP OF LAND BEING A PORTION OF THOSE LANDS SHOWN AS THE BOYS AND GIRLS CLUB PLAT, SAID PLAT RECORDED IN PLAT BOOK 166 PAGE 23 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHWEST CORNER OF THE BOYS AND GIRLS CLUB PLAT;

THENCE ALONG THE SOUTH LINE OF SAID PLAT NORTH 89°50'57" EAST A DISTANCE OF 300.60 FEET;

THENCE NORTH 89°50'34" WEST, A DISTANCE OF 10.00 FEET;

THENCE ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID PLAT SOUTH 89°50'57" EAST, A DISTANCE OF 100.00 FEET;

THENCE NORTH 89°50'38" WEST A DISTANCE OF 300.71 FEET, TO THE WEST LINE OF SAID PLAT;

THENCE SOUTH 00°47'15" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

LANDS SITUATE IN THE TOWN OF DEERFIELD BEACH, BROWARD COUNTY FLORIDA AND CONTAINING 3006.92 SQUARE FEET.

CERTIFICATION:

I HEREBY CERTIFY THAT THE LAND DESCRIPTION AND SKETCH ATTACHED HERETO MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM BY:

MICHAEL D. SARVER

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA REGISTRATION NO. 4174

5/21/19 SHEET 1 OF 2 SHEETS

PROJECT NO: 1122A0	MDS	05/21/19		
REVISIONS	DWN	DATE	FB/PG	CHKD

SDA SHAH & ASSOCIATES
SDA DROTOS

CERTIFICATE OF AUTHORIZATION NO. LB 6456
3410 N. Andrews Avenue Ext • Pompano Beach, FL 33064
PH: 954-943-9433 • FAX: 954-783-4754

ENGINEERING
SURVEYING
PLANNING

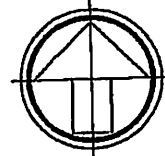
SKETCH OF DESCRIPTION

PROPOSED 10' RIGHT-OF-WAY DEDICATION

PLAT BOOK 166 PAGE 23

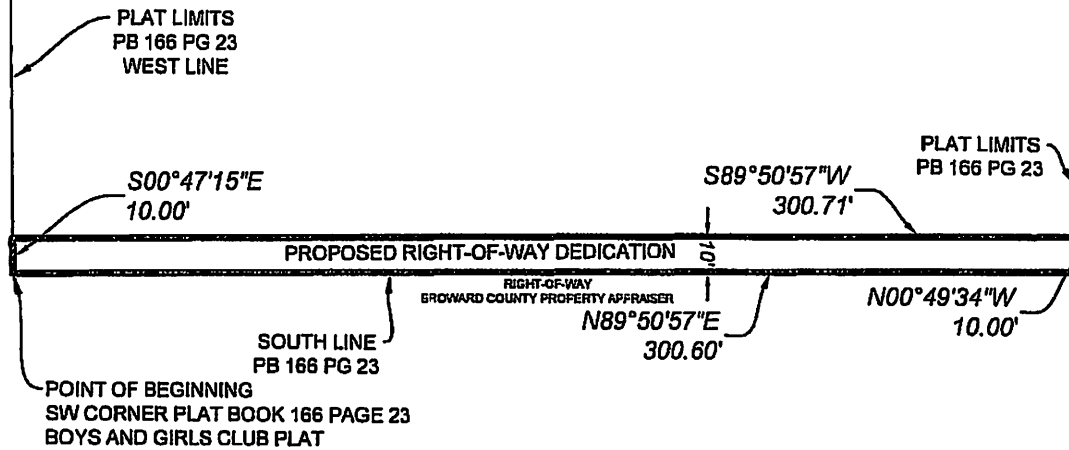
CITY OF DEERFIELD BEACH

NORTH



SCALE: 1"=50'

PLAT BOOK 166 PAGE 23
BOYS AND GIRLS CLUB PLAT
BROWARD COUNTY PUBLIC RECORDS



SURVEY NOTES:

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY SHAH, DROTOS & ASSOCIATES FOR EASEMENTS, RIGHTS-OF-WAY, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
2. THIS IS NOT A BOUNDARY SURVEY.
3. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

SHEET 2 OF 2 SHEETS

PROJECT NO: 1122A0	MDS	03/21/18		
REVISIONS	DWN	DATE	FB/PG	CHKD

SDA SHAH
SDA DROTOS

& ASSOCIATES
CERTIFICATE OF AUTHORIZATION NO. LB 6456
3410 N. Andrews Avenue Ext. • Pompano Beach, FL 33064
PH: 954-943-9433 • FAX: 954-783-4754

ENGINEERING
SURVEYING
PLANNING

SCALE: 1"=40'

SKETCH OF DESCRIPTION

PROPOSED UTILITY EASEMENT

PLAT BOOK 166 PAGE 23

CITY OF DEERFIELD BEACH

A PORTION OF THOSE LANDS SHOWN AS THE BOYS AND GIRLS CLUB PLAT, SAID PLAT RECORDED IN PLAT BOOK 166 PAGE 23 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWEST CORNER OF THE BOYS AND GIRLS CLUB PLAT;

THENCE ALONG THE SOUTH LINE OF SAID PLAT NORTH 89°50'57" EAST A DISTANCE OF 207.73 FEET;

THENCE NORTH 00°09'03" WEST , A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00°09'03" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 89°50'57" EAST A DISTANCE OF 10.00 FEET;

THENCE SOUTH 00°09'03" EAST A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89°50'57" EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

LANDS SITUATE IN THE TOWN OF DEERFIELD BEACH, BROWARD COUNTY FLORIDA AND CONTAINING 100.00 SQUARE FEET.

CERTIFICATION:

I HEREBY CERTIFY THAT THE LAND DESCRIPTION AND SKETCH ATTACHED HERETO MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

MICHAEL D. SARVER

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA REGISTRATION NO. 4174 • SHEET 1 OF 2 SHEETS

PROJECT NO: 1122A0	MDS	03/21/19		
REVISIONS	DWN	DATE	FB/PQ	CHKD

SDA SIAH
& ASSOCIATES
DROTOS

CERTIFICATE OF AUTHORIZATION NO. LB 6456
3410 N. Andrews Avenue Ext • Pompano Beach, FL 33064
PH: 954-943-9433 • FAX: 954-783-4754

ENGINEERING
SURVEYING
PLANNING



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1366

Agenda Date: 8/16/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 50-2 "DEFINITIONS" OF THE CITY CODE OF ORDINANCES TO ADD DEFINITIONS FOR "DIVE", "DIVER", "UNDERWATER BREATHING APPARATUS", AND "VESSEL EXCLUSION ZONE"; AMENDING SECTION 50-108 "RECREATIONAL ACTIVITIES AT PARK FACILITIES AND BEACHES", AND SECTION 50-112 "MUNICIPAL/PUBLIC BEACH REGULATIONS" TO MODIFY AND PROVIDE FOR ADDITIONAL MUNICIPAL BEACH REGULATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for September 6, 2022

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City Commission has made findings that since time immemorial the public has enjoyed access to the beach and has made use of the beach and adjacent waters for bathing and swimming, and that such use has been ancient, reasonable and customary. The City Commission historically has had the authority to regulate and continues to have the authority to regulate both the dry sand beach area owned by the City of Deerfield Beach and the wet sand beaches along the entire beach area within the City. The City's existing regulations governing the use of the beach are primarily set forth in Chapter 50 of the City Code. City Code Section 50-112 includes regulations specific to the municipal/public beaches of the City.

Current Activity

It is the intent of the enclosed Ordinance to protect the health, safety and welfare of the public in exercising its rights of access to and use of the beach by regulating uses to provide a safe and clean beach environment on which the public can exercise its customary rights while avoiding conflicts between recreational uses that can diminish the ancient right of the public to swim and bathe in the waters adjacent to the beach. The following is a summary of the revisions proposed in the enclosed Ordinance:

- Definitions of "Dive", "Diver", "Underwater Breathing Apparatus" and "Vessel Exclusion Zone" are being added to City Code Section 50-2 "Definitions."
- Provides for diving regulations.
- Provides for designated watersport recreational areas (ex. for skim boards, surf boards, etc.) - North of the Pier and South of Lifeguard Tower 5.
- Provides for designated ball playing and games recreation area (ex. volleyball) -located South of Lifeguard Tower No. 5 and North of the city fishing pier.

- Prohibits launching or landing of any aerial aircraft from the municipal beach.
- Prohibits launching or landing a jet ski or other motorized watercraft, including but not limited to a hydrofoil or any other motorized board, anywhere on the wet sand beach.
- Updated regulations related to newer forms of watersports (ex. hydrofoils)
- Allowing divers with dive flags to go out past the swimming area.
- Addressed the existing Vessel Exclusion Zone.

Recommendation

Staff recommends approval.

ORDINANCE NO. 2022/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 50-2 “DEFINITIONS” OF THE CITY CODE OF ORDINANCES TO ADD DEFINITIONS FOR “DIVE”, “DIVER”, “UNDERWATER BREATHING APPARATUS”, AND “VESSEL EXCLUSION ZONE”; AMENDING SECTION 50-108 “RECREATIONAL ACTIVITIES AT PARK FACILITIES AND BEACHES”, AND SECTION 50-112 “MUNICIPAL/PUBLIC BEACH REGULATIONS” TO MODIFY AND PROVIDE FOR ADDITIONAL MUNICIPAL BEACH REGULATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that since time immemorial the public has enjoyed access to the beach and has made use of the beach and adjacent waters for bathing and swimming, and that such use has been ancient, reasonable and customary; and

WHEREAS, it is the intent of this ordinance to protect the health, safety and welfare of the public in exercising its rights of access to and use of the beach by regulating uses to provide a safe and clean beach environment on which the public can exercise its customary rights while avoiding conflicts between recreational uses that can diminish the ancient right of the public to swim and bathe in the waters adjacent to the beach; and

WHEREAS, it is not the intent of this ordinance to affect title of the owner of land adjacent to the Atlantic Ocean or the wet sand area of the beach, or to reduce any rights of public access or use that may exist or arise as other than a customary use; and

WHEREAS, the City Commission historically has had the authority to regulate and continues to have the authority to regulate both the dry sand beach area owned by the City of Deerfield Beach and the wet sand beaches along the entire beach area within the City; and

WHEREAS, the City Commission wishes to clarify the City’s authority over both the wet sand and dry sand beach areas through detailed definitions and modifications and additions to the City’s existing municipal beach regulations.

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

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

Section 2. Section 50-2 “Definitions” of the City of Deerfield Beach Code of Ordinances is hereby amended to read as follows¹:

¹ Additions to the City Code text are shown in underline. Deletions to the City Code text are shown in ~~striketrough~~.

Sec. 50-2. Definitions.

For the purposes of this chapter, the following words have the meaning indicated:

Dive shall mean the act of being wholly or partially submerged in the waters of the Atlantic Ocean while equipped with a face mask or snorkel or underwater breathing apparatus.

Diver shall mean any person who is wholly or partially submerged in the waters of the Atlantic Ocean and is equipped with a face mask and snorkel or underwater breathing apparatus.

Underwater Breathing Apparatus shall mean any apparatus, whether self-contained or connected to a distant source of air or other gas, whereby a person wholly or partially submerged in water is enabled to obtain or reuse air or any other gas or gases for breathing without returning to the surface of the water.

Vessel exclusion zone. An area from which all vessels or certain classes of vessels are excluded, which area is further defined and described in Section 74-31 of the City Code of Ordinances and marked by Florida Fish and Wildlife Conservation Commission permitted Florida Uniform Waterway Markers.

Section 3. Section 50-108 “Recreational activities at park facilities and beaches” of the City of Deerfield Beach Code of Ordinances is hereby amended to read as follows:

Sec. 50-108. Recreational activities at park facilities and beaches.

(a) Bathing and swimming.

- (1) No person, regardless of age or manner of dress, shall swim, bathe or wade in any waters or waterways within park boundaries, except in such waters and at such places and times as are designated by the director and in compliance with this chapter.
- (2) No person shall erect, maintain, use or occupy on or in any beach or bathing area any tent, shelter, hammock or structure of any kind, unless there shall be an unobstructed view into said tent, shelter or structure from at least two sides; nor shall any guy wire, rope, extension, exterior brace or support be connected or fastened from any such structure to any other structure, stake, rock, tree or other object outside thereof.
- (3) In each and every bathing and swimming area, all persons shall be covered with a bathing suit which conforms to commonly accepted standards. No person shall dress or undress on any beach area or in any vehicle, rest room or other place in any park area, except in such bathing houses or structures as may be provided and maintained by the park for that purpose.

- (4) No person shall wash or be washed with soap or other cleaners in bathing or swimming areas.

(b) *Boating.*

- (1) No person shall bring into or operate any boat, yacht, cruiser, canoe, raft or other watercraft (except toys), whether motor powered or not, upon any park watercourse, bay, lagoon, lake, canal, pond, slough, or beach except at such places as are or may be designated by the director for such use or purpose.
- (2) No watercraft shall be launched into or removed from any park waters except at such places as are designated for such use or purpose.
- (3) No person shall navigate, direct or handle any boat in such a manner as to unjustifiably or unnecessarily endanger the occupants of any other boat. All motorboats must be kept out of the way of sailboats, rowboats, canoes, pedal boats, sailboards or other unmotorized vessels. All boat owners or operators shall lend emergency assistance, if such is required by other boats in ~~difficulties~~ distress.

- (d) *Photography.* No person shall take still or motion pictures for commercial purposes involving the use of special settings or structures, or the performance of a cast or persons without first obtaining permission from the director and a permit from the city. ~~Otherwise there shall be no restriction on photographic activities.~~

Section 4. Section 50-112 “Municipal/public beach regulations” of the City of Deerfield Beach Code of Ordinances is hereby amended to read as follows:

Sec. 50-112. Municipal/public beach regulations.

It shall be unlawful for any person to do any acts set out in this section upon the municipal/public beaches of the city.

- (a) Disobey any order of a lifeguard.
- (b) Swim outside an area extending 50 yards eastward from the mean high-water mark of the Atlantic Ocean at the municipal/public beaches, unless express permission has been obtained from the supervising lifeguard.
- (c) Launch, land, assemble use or operate hard boards, such as surf boards, skim boards, paddle boards or any other kind of hard device designed to ride waves, or kayaks: (i) in the Vessel Exclusion Zone, or (ii) within 300 feet of the city fishing pier, or (iii) anywhere on the municipal/public beaches, except in the designated recreation area located South of Lifeguard Tower No. 5 and North of the city fishing pier.
- (d) Swim, paddle, kayak, surf, wind surf, kite board/surf or snorkel within 50 yards of the city fishing pier.
- (æ) Engage in or play ball or any other thrown object and/or other games, except in the designated recreation areas approved by the city commission located South of Lifeguard Tower No. 5 and North of the city fishing pier.

- (~~b~~f) Sell, peddle, solicit, carry on or promote in any manner whatsoever, whether directly or indirectly, any business, promotional scheme, advertising program, or any other similar activity on the municipal/public beaches; provided, that this subsection shall not apply to persons delivering newspapers, persons distributing religious literature, persons operating under beach franchises and established business operations conducted entirely within an enclosed building or structure.
- (eg) Bring any glass containers upon municipal/public beaches or other than medical treatment.
- (~~e~~h) Build or maintain an open fire, barbecue grills or similar items upon the municipal/public beaches, ~~except in designated areas as may be posted by the City of Deerfield Beach. It shall be unlawful for any person to dispose of any coals, briquette, embers, or other heated objects except in designated receptacles.~~ All materials brought to municipal/public beaches shall be removed from such beaches by the owners or users of such materials when such people leave the municipal/public beaches.
- (ei) Take any dog or other domesticated animal, upon a leash or otherwise, upon the municipal/public beaches or upon the sidewalks abutting the municipal dry sand beaches in the city, except service animals as such are defined by Sec. 413.08, Florida Statutes.
- (~~f~~) ~~Swimming, paddling, kayaking, surfing, or kite boarding/surfing within 50 yards or 150 feet of the city fishing pier.~~
- (~~g~~) ~~Disobey any order of a lifeguard.~~
- (~~h~~j) Tents or canopies - no person shall:
 - (1) Erect, or cause to be erected, any tent, shelter or structure on or in any municipal/public beach, bathing and wading area in such a manner that a guy wire, rope, extension brace or support connected or fastened from any such structure (including hammocks), stake, rock or object is necessary; nor shall any structure, tent or shelter lack an unobstructed view of the interior from at least two sides.
 - (2) Erect tents or canopies which cover more than an area of ten feet by ten feet except as may be authorized by the city for special events on the municipal dry sand beach.
 - (3) Erect any tent, canopy or umbrella on municipal/public beaches from dusk to dawn, except as may be authorized by the city.
 - (4) Erect a tent or canopy in such a way as to obstruct the view of the lifeguards.
- (~~i~~k) ~~Enter or be carried in the water at any wet sand beach area wearing, pushing or towing an inflated inner tube, rubber boat, life preserver, life ring, cork or kapok belt, water wings or any other device designed to artificially hold a person afloat. Stand or climb on the rocks or boulders located on the municipal beach or in the areas adjacent thereto.~~
- (~~j~~l) Knowingly allow any child under nine years of age who is under his or her care and custody to loiter, idle, wander, stroll, play, or be in or upon the municipal ~~dry sand~~ beach unless such child is accompanied by a person of at least 15 years of age who has care and custody of such child.
- (~~k~~m) Load or use underwater spear fishing guns, gigs, slings, bows, or other similar devices ~~and any artificial breathing devices, such as scuba tanks,~~ upon the

municipal/public beaches or within ~~50 yards or 150 feet eastward from the mean high water mark of the Atlantic Ocean at the municipal/public beaches~~ the Vessel Exclusion Zone.

- (~~ln~~) Operate or park a bicycle, scooter or any motorized vehicle or motorized equipment of any kind on the municipal/public beaches or on the sidewalks abutting the municipal beaches in the city, except that this prohibition shall not apply to law enforcement officers, emergency rescue personnel, city maintenance employees, or employees of other applicable governmental agencies acting within the scope of their public duties, or to persons with permission of the director who are performing services related to special events permitted by the city and/or authorized sea turtle activity or research.
- (~~m~~) ~~use hard boards, such as surf boards, skim boards, paddle boards, kite boards, wind surf boards or and small kayaks, , except in designated areas approved by the city commission.~~
- (~~no~~) Launch a kite board ~~or wind surf~~ anywhere on the municipal beach or within, or east, of the Vessel Exclusion Zone ~~50 yards or 150 feet of the city fishing pier or 150 feet eastward from the high tide water mark of the Atlantic Ocean at the municipal beach,~~ unless express permission has been obtained from the supervising lifeguard.
- (~~o~~) ~~Swim past 50 yards or 150 feet eastward from the mean high water mark of the Atlantic Ocean at the municipal/public beaches, unless express permission has been obtained from the supervising lifeguard.~~
- (~~op~~) Fish off of the municipal/public beaches, including the use of cast nets, from 8:00 a.m. to dusk.
- (~~oq~~) Sleep on any municipal dry sand beach from dusk to dawn.
- (~~or~~) Launch, land, use or Operate a water propelled jet pack within ~~150 feet eastward from the mean high water mark of the Atlantic Ocean at the municipal/public beaches~~ the Vessel Exclusion Zone, within 300 feet of the city fishing pier or anywhere on the municipal beach.
- (s) Dive utilizing an underwater breathing apparatus, unless (i) a buddy system using two or more people is in use; (ii) each diver has a current nationally recognized open water certification card; and (iii) each diver has a buoyancy compensator capable of supporting the head of an unconscious diver above the water.
- (t) Dive without displaying a Diver Down flag that is a minimum of 12 inches by 12 inches, with a red diagonal background and white stripe and is free flying and clearly visible to boaters from at least 100 feet in all directions and is used with a wire or other stiffener to hold the flag unfurled and extended.
- (u) Engage in aerial launching or landing anywhere on the municipal/public beaches of a kite, glider, paraglider, hang glider, or any other aerial aircraft not specifically regulated and preempted by the Federal Aviation Administration.
- (v) Launch or land a jet ski or other motorized watercraft, including but not limited to a hydrofoil or any other motorized board, anywhere on the wet sand beach.

(w) Transport, carry or place a jet ski or other motorized watercraft, kiteboard, paraglider glider or hang glider over, across, or on the wet sand beach.

(x) Stop, stand, sit or lay down in the area located directly under the municipal fishing pier, or stop, stand, sit or lay down anywhere within five yards north or south of the municipal fishing pier from the west end of the dry sand municipal beach east to the shoreline. Persons are permitted to walk through such areas, but shall not stop, stand, sit or lay down in such areas.

(sy) Discard or otherwise dispose of or abandon any trash, garbage, bottles, containers, cans, dead fish or parts thereof, charcoal briquettes or ashes, cigarette or cigar butts, or any other litter, on the municipal beach, except in designated containers for that purpose. It is further unlawful to dispose of any household garbage on the municipal/public beaches.

Section 5. 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 6. 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 7. 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 8. 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



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1405

Agenda Date: 8/16/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying an amendment to the 2021-2024 Collective Bargaining Agreement between the City of Deerfield Beach and Local 1010/District Council 78 of the International Union of Painters and Allied Trades (IUPAT) to provide for a cost of living increase, effective October 1, 2022; authorizing the City Manager to take all actions necessary to implement the Amendment; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City Commission approved a three (3) year collective bargaining agreement between the City and the International Union of Painters and Allied Trades on September 13, 2021. The contract contained provisions to reopen in 2022 and 2023 on Article 26: Wages, Section 1: Cost of Living Adjustments.

Current Activity

The City and IUPAT reopened the collective bargaining agreement for Article 26 in May 2022. On July 8, 2022, the City and IUPAT tentatively agreed to changes to the cost of living adjustment; whereas, the vote occurred on July 22, 2022 and was approved by the Collective Bargaining unit.

Recommendation

Recommend approval.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RATIFYING AN AMENDMENT TO THE 2021-2024 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND LOCAL 1010 / DISTRICT COUNCIL 78 OF THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES (IUPAT) TO PROVIDE FOR A COST OF LIVING INCREASE, EFFECTIVE OCTOBER 1, 2022; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City and the International Union of Painters and Allied Trades (“IUPAT”) (collectively, the “Parties”) are subject to a Collective Bargaining Agreement (“CBA”) that is in effect from October 1, 2021 through September 30, 2024, which sets forth the terms and conditions of employment for the bargaining unit comprising the City’s rank and file employees; and

WHEREAS, Article 26 of the CBA provides a reopener for cost of living adjustments for the second year of the CBA that covers the period from October 1, 2022 to September 30, 2023; and

WHEREAS, IUPAT requested negotiations regarding wages be reopened; and

WHEREAS, the Parties thereafter met and negotiated in good faith; and

WHEREAS, as a result of these meetings, the Parties agreed, subject to City Commission and IUPAT ratification, that, for the second year of the CBA, all IUPAT bargaining unit employees will receive a five percent (5%) cost of living increase to their respective base hourly rates, effective October 1, 2022 (the “COLA Increase”); and

WHEREAS, the City desires to ratify the amendment to Article 26, Section 1 “Wages” of the CBA to provide for the COLA Increase as set forth in the attached Exhibit “A”, (the “CBA Amendment”) which is hereby incorporated into this Resolution by this reference; and

WHEREAS, by a vote conducted on July 22, 2022, the bargaining unit represented by IUPAT ratified the CBA Amendment; and

WHEREAS, the attached CBA Amendment must be approved by the City Commission to complete the collective bargaining process pursuant to Chapter 447, Florida Statutes.

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 hereof.

Section 2. The CBA Amendment, attached and incorporated herein as Exhibit “A”, providing for the COLA Increase, is hereby approved.

Section 3. The City Manager is authorized to take any and all actions necessary to implement the CBA Amendment, including execution of the CBA Amendment and any other documents necessary for implementation.

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

Section 5. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

EXHIBIT "A"

Article 26 – Wages

Section 1 - Cost of Living Adjustments

Effective October 1, 2021, all bargaining unit employees shall receive a 4% cost of living adjustment to their respective base hourly rates. This pay increase will increase the minimum and maximum of each pay classification.

Effective October 1, 2022, all bargaining unit employees shall receive a 5% cost of living adjustment ("COLA") to their respective base hourly rates. This pay increase will increase the minimum and maximum of each pay classification.

Effective October 1, 2023, all bargaining unit employees shall receive a cost of living adjustment ("COLA") to their respective base hourly rates in an amount equal to the Consumer Price Index for Miami-Fort Lauderdale-West Palm Beach (CPI-U), with a maximum percentage not to exceed 3%. This pay increase will increase the minimum and maximum of each pay classification. In the event the CPI-U exceeds 3% as of April 1, 2022, IUPAT reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA. Any request for reopening the agreement for this purpose must be made within 30 days of the CPI-U reporting for April 2023 and the related negotiations must conclude no later than August 1, 2023. The parties shall meet on a regular basis during the reopening period.

*Additions to existing CBA text are underlined; Deletions to existing CBA text are ~~struck through~~



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1430

Agenda Date: 8/16/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying an amendment to the 2021-2024 Collective Bargaining Agreement between the City of Deerfield Beach and the Professional Managers and Supervisors Association to provide for a cost of living increase, effective October 1, 2022; authorizing the City Manager to take all actions necessary to implement the Amendment; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City Commission approved a three (3) year collective bargaining agreement between the City and the Professional Managers and Supervisors Associations on September 13, 2021. The contract contained provisions to reopen in 2022 and 2023 on Article 24: Wages, Section 1: Cost of Living Adjustments.

Current Activity

The City and PMSA reopened the collective bargaining agreement for Article 24 in May 2022. The City and PMSA tentatively agreed to a 5% cost of living adjustment, effective October 1, 2022, subject to ratification by the parties. The bargaining unit represented by PMSA approved the CBA Amendment by a vote conducted on July 20, 2022.

Recommendation

Recommend approval.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RATIFYING AN AMENDMENT TO THE 2021-2024 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE PROFESSIONAL MANAGERS AND SUPERVISORS ASSOCIATION TO PROVIDE FOR A COST OF LIVING INCREASE, EFFECTIVE OCTOBER 1, 2022; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City and the Professional Managers and Supervisors Association (“PMSA”) (collectively, the “Parties”) are subject to a Collective Bargaining Agreement (“CBA”) that is in effect from October 1, 2021 through September 30, 2024, which sets forth the terms and conditions of employment for the bargaining unit comprised of the City’s supervisory employees; and

WHEREAS, Article 24 of the CBA provides a reopener for cost of living adjustments for the second year of the CBA that covers the period from October 1, 2022 to September 30, 2023; and

WHEREAS, PMSA requested negotiations regarding wages be reopened; and

WHEREAS, the Parties thereafter met and negotiated in good faith; and

WHEREAS, as a result of these meetings, the Parties agreed, subject to City Commission and PMSA ratification, that for the second year of the CBA, all PMSA bargaining unit employees will receive a five percent (5%) cost of living increase to their respective base hourly rates, effective October 1, 2022 (the “COLA Increase”); and

WHEREAS, the City desires to ratify the amendment to Article 24 of the CBA to provide for the COLA Increase as set forth in the attached Exhibit “A”, (the “CBA Amendment”) which is hereby incorporated into this Resolution by this reference; and

WHEREAS, by a vote conducted on July 20, 2022, the bargaining unit represented by PMSA ratified the CBA Amendment; and

WHEREAS, the attached CBA Amendment must be approved by the City Commission to complete the collective bargaining process pursuant to Chapter 447, Florida Statutes.

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 hereof.

Section 2. The CBA Amendment, attached and incorporated herein as Exhibit “A”, providing for the COLA Increase, is hereby approved and incorporated into the CBA.

Section 3. The City Manager is authorized to take any and all actions necessary to implement the CBA Amendment, including but not limited to execution of the CBA Amendment and any other documents necessary for implementation.

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

Section 5. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

EXHIBIT "A"

Article 24 – Wages

Section 1 - Cost of Living Adjustments

Effective October 1, 2021, all bargaining unit employees shall receive a 4% cost of living adjustment to their respective base hourly rates. This pay increase will increase the minimum and maximum of each pay classification.

Effective October 1, 2022, all bargaining unit employees shall receive a 5% cost of living adjustment ("COLA") to their respective base hourly rates. This pay increase will increase the minimum and maximum of each pay classification. ~~in an amount equal to the Consumer Price Index for Miami-Fort Lauderdale-West Palm Beach (CPI-U), with a maximum percentage not to exceed 3%. This pay increase will increase the minimum and maximum of each pay classification. In the event the CPI-U exceeds 3% as of April 1, 2022, IUPAT reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA. Any request for reopening the agreement for this purpose must be made within 30 days of the CPI-U reporting for April 2022 and the related negotiations must conclude no later than August 1, 2022. The parties shall meet on a regular basis during the reopening period.~~

Effective October 1, 2023, all bargaining unit employees shall receive a cost of living adjustment ("COLA") to their respective base hourly rates in an amount equal to the Consumer Price Index for Miami-Fort Lauderdale-West Palm Beach (CPI-U), with a maximum percentage not to exceed 3%. This pay increase will increase the minimum and maximum of each pay classification. In the event the CPI-U exceeds 3% as of April 1, 2022, IUPAT reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA. Any request for reopening the agreement for this purpose must be made within 30 days of the CPI-U reporting for April 2023 and the related negotiations must conclude no later than August 1, 2023. The parties shall meet on a regular basis during the reopening period.

*Additions to existing CBA text are underlined; Deletions to existing CBA text are ~~struck through~~



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1370

Agenda Date: 8/16/2022

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Third Amendment to the Settlement Agreement with Broward County for the litigation styled *City of Sunrise et. al. vs. Broward County*; 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

Pursuant to the RRB Asset Litigation Settlement Agreement, the cities were collectively paid \$32 million, and the Alpha 250 property was to be sold within one year (with the proceeds paid pro rata to the cities). In 2016, the Settlement Agreement was amended to extend the date for the sale of the Alpha 250 property in order to allow the County to have a consultant do a study of the Alpha 250 property and solid waste in general. The First Amendment extended the sale date for one year (until October 11, 2017), and gave the group of Mayors the ability to extend it for one additional year, until October 11, 2018 (which they did last year). A second amendment was subsequently approved extending the sale date of the Alpha 250 through and including October 11, 2022.

In late 2019, the County, the Settling Municipalities, and other municipalities established a Solid Waste Working Group ("SWWG"), a group of elected municipal and county officials, to jointly develop recommendations for a regional solid waste management system based on shared principles and commitments, including a mutually agreed governance structure. The County and the Settling Municipalities desire to further amend the Settlement Agreement to extend the Sale Delay Period for Alpha 250 and provide the SWWG additional time to conduct its work.

Based upon the recommendations of the Consultants and the SWWG, the County and the group of Mayors determined to provide a Third Amendment to the Settlement Agreement, which would further extend the Alpha 250 sale date until October 11, 2023, and also give the group of Mayors the ability to further extend the Alpha 250 sale date for up to three additional periods, each for up to one year. During this time period, the County and the cities would continue to work together to try to develop a comprehensive plan for the future of solid waste disposal in Broward County.

The County Commission approved and executed the proposed third amendment, which is also attached. For it to become effective, all of the settling and consenting municipalities will need to approve it by October 7, 2022.

Recommendation

Approval of the third amendment to the RRB Asset Litigation Settlement Agreement.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE THIRD
AMENDMENT TO THE SETTLEMENT AGREEMENT WITH
BROWARD COUNTY FOR THE LITIGATION STYLED *CITY OF
SUNRISE ET. AL. VS. BROWARD COUNTY*; AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, in 2013, following the expiration of the Resource Recovery Board, the City of Deerfield Beach and numerous municipalities sued Broward County seeking an equitable distribution of the remaining assets of the Resource Recovery Board, in the case styled *City of Sunrise et. al. vs. Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660 (the "RRB Litigation"); and

WHEREAS, in 2015, the City Commission of the City of Deerfield Beach, adopted a resolution authorizing the settlement of the RRB Litigation, and authorized execution of a Settlement Agreement with Broward County (the "Settlement Agreement"); and

WHEREAS, by June 2015, the County and all of the other plaintiff municipalities in the RRB Litigation had also approved the Settlement Agreement and it became effective; and

WHEREAS, under the Settlement Agreement, the County paid \$32 million to the 23 municipalities distributed pro rata based upon tonnage, and also agree to sell a parcel of land known as Alpha 250, as further described in the Settlement Agreement ("Alpha 250"), the proceeds of which would also be distributed, pro rata, to the municipalities; and

WHEREAS, in 2016, the City Commission adopted a Resolution approving the First Amendment to the Settlement Agreement, agreeing to delay the sale of Alpha 250 while a joint independent study would be performed regarding the future of recycling and solid waste disposal in Broward County (the "Study"); and

WHEREAS, in June 2017, the County retained Arcadis, U.S., Inc., Kessler Consulting, Inc., Total Municipal Solutions, L.L.C., and GMAC Consulting, L.L.C. (collectively, the "Arcadis Team") to conduct the Study; and

WHEREAS, consistent with the First Amendment to the Settlement Agreement, the County Administrator and six designated mayors (the "Mayors") provided Written Approvals of Extension of Sale Delay Period Under First Amendment to Settlement Agreement until October 11, 2018; and

WHEREAS, in August 2018, the Arcadis Team concluded the Study and issued its Solid Waste and Recycling Issues Study Interim Final Report (the "Interim Final Report"); and

WHEREAS, in order to analyze and implement the Interim Final Report, the County and the Settling Municipalities entered into a Second Amendment to the Settlement Agreement, which further extended the Sale Delay Period until October 11, 2019, which period could be further extended for up to three additional periods, provided that any such additional extension be approved in writing by the County Administrator and the Mayors; and

WHEREAS, in late 2019, the County, the Settling Municipalities, and other municipalities established a Solid Waste Working Group ("SWWG"), a group of elected municipal and county officials, to jointly develop recommendations for a regional solid waste management system based on shared principles and commitments, including a mutually agreed governance structure; and

WHEREAS, consistent with the Second Amendment to the Settlement Agreement, the County Administrator and the Mayors provided Written Approvals of Extension of Sale Delay Period Under Second Amendment to Settlement Agreement until October 11, 2022; and

WHEREAS, the SWWG continues to work collaboratively to develop a governance structure for solid waste disposal and recycling and expects to present a proposed Interlocal Agreement later this year to all municipalities in Broward County for consideration; and

WHEREAS, the County and the Settling Municipalities desire to further amend the Settlement Agreement through the attached Third Amendment to Settlement Agreement to further extend the Sale Delay Period for Alpha 250 to provide the SWWG additional time to conduct its work.

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 Third Amendment to the Settlement Agreement, attached as Exhibit "A".

Section 3. The Mayor and City Manager are authorized to execute the Third Amendment to the Settlement Agreement, 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 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

**THIRD AMENDMENT TO SETTLEMENT AGREEMENT
BETWEEN BROWARD COUNTY AND SETTLING MUNICIPALITIES**

This is a Third Amendment (“Third Amendment”) to the Settlement Agreement by and between Broward County, Florida, a political subdivision of the State of Florida (“County”), and the Cities of Sunrise, Weston, Hollywood, Fort Lauderdale, Lauderhill, Lighthouse Point, Tamarac, Plantation, Coconut Creek, Deerfield Beach, Miramar, Margate, Cooper City, North Lauderdale, Coral Springs, and Wilton Manors, and the Towns of Lauderdale-By-The-Sea, Davie, Southwest Ranches, and Hillsboro Beach, and the Village of Sea Ranch Lakes (each individually, a “Settling Municipality”; and collectively, the “Settling Municipalities”) (each of the foregoing is sometimes referred to as a “Party” or collectively as the “Parties”).

RECITALS

A. In June 2015, the County and the Settling Municipalities entered into a settlement agreement to settle the litigation styled *City of Sunrise, et al. v. Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660 (the “Original Settlement Agreement”).

B. The Original Settlement Agreement provided for the County and the Settling Municipalities to sell the parcel of land known as Alpha 250, as further described in the Original Settlement Agreement (“Alpha 250”).

C. The cities of Lauderdale Lakes, West Park, and Oakland Park, and the Town of Pembroke Park, all municipal corporations (each individually, a “Consenting Municipality”; and collectively, the “Consenting Municipalities”), did not join the above-referenced litigation or the Original Settlement Agreement but instead entered into Interlocal Agreements Regarding Distribution of Solid Waste Disposal District Assets with the County, pursuant to which they have received and will receive their respective pro rata shares of proceeds distributed under the terms of the Original Settlement Agreement, including their respective shares from any sale of Alpha 250.

D. Subsequent to the effective date of the Settlement Agreement, the Parties entered into two amendments thereto, extending the sale date of Alpha 250 through and including October 11, 2022 (the Original Settlement Agreement and two amendments thereto are collectively referred to as the “Settlement Agreement”).

E. In late 2019, the County, the Settling Municipalities, and other municipalities established a Solid Waste Working Group (“SWWG”), a group of elected municipal and county officials, to jointly develop recommendations for a regional solid waste management system based on shared principles and commitments, including a mutually agreed governance structure.

F. The County and the Settling Municipalities desire to further amend the Settlement Agreement to extend the Sale Delay Period for Alpha 250 and provide the SWWG additional time to conduct its work.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Third Amendment shall retain the meaning ascribed to such terms in the Settlement Agreement.

2. Notwithstanding any provision to the contrary in the Settlement Agreement, the Parties hereby agree to extend the Sale Delay Period (as defined in the Settlement Agreement) until October 11, 2023. The Sale Delay Period may be further extended for up to three (3) additional periods, each for up to one (1) year, provided that any such additional extension be approved in writing by the County Administrator on behalf of County, and the Mayors of the Cities of Coconut Creek, Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston (collectively, the "Mayors"), on behalf of the Settling Municipalities.

3. This Third Amendment shall be approved by the Parties in the following manner:

a. Once executed by the County Administrator, this Third Amendment shall be presented for approval at public Commission/Council meetings at each of the Settling Municipalities and Consenting Municipalities (County shall communicate this requirement to the Consenting Municipalities).

b. By October 7, 2022, this Third Amendment shall: (1) be approved and executed by all Settling Municipalities; and (2) be consented to by each of the Consenting Municipalities either through a separate written instrument between County (by and through the County Administrator) and each of the Consenting Municipalities in which each of the Consenting Municipalities agrees to the terms of the Third Amendment, or a resolution adopted by the Commissions/Councils of the Consenting Municipalities agreeing to the terms of this Third Amendment.

The October 7, 2022, deadline may be extended by the County Administrator and five (5) of the Mayors listed in paragraph 2 above for: (i) up to an additional twenty-one (21) days for any reason or (ii) up to an additional forty-five (45) days provided at least two-thirds (2/3) of the Settling Municipalities have approved this Third Amendment.

4. This Third Amendment shall be effective on the date of the last approval and execution of this Third Amendment by a Settling Municipality, or the date of the last execution of a written instrument reflecting the consent of a Consenting Municipality, whichever occurs last.

5. Except as otherwise revised in this Third Amendment, the terms and conditions of the Settlement Agreement shall remain in full force and effect. In the event of any conflict or ambiguity between this Third Amendment and the Settlement Agreement, the Parties agree that this Third Amendment shall control. The Settlement Agreement, as amended herein by this Third Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Settlement Agreement as amended in this Third Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6. The preparation of this Third Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party. In the event a portion of this Third Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties (and all Consenting Municipalities) agree to negotiate in good faith to modify that portion of this Third Amendment in a manner designed to effectuate the original intent of the Parties.

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

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties have made and executed this Third Amendment to the Settlement Agreement on the respective dates under each signature: BROWARD COUNTY, signing by and through its County Administrator, duly authorized to execute same by Board action on the 14th day of June, 2022, and each of the Settling Municipalities, signing by and through their respective Mayors or other representatives duly authorized to execute same.

COUNTY

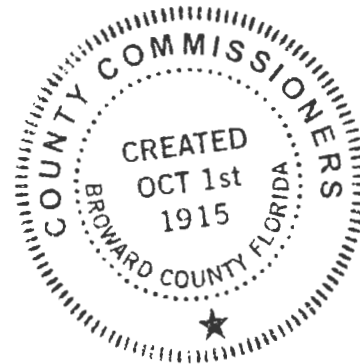
BROWARD COUNTY, by and through
its County Administrator

By

County Administrator

16th day of June, 2022

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



By Matthew Haber Digitally signed by Matthew Haber
Date: 2022.06.16 15:18:04 -04'00'
Matthew Haber (Date)
Assistant County Attorney

MH/tb
Third Amendment to Settlement Agreement
06/01/22

**THIRD AMENDMENT TO SETTLEMENT AGREEMENT
BETWEEN BROWARD COUNTY AND SETTLING MUNICIPALITIES**

SETTLING MUNICIPALITY

ATTEST:

MUNICIPALITY: _____

Municipal Clerk

By: _____
Mayor/Authorized Representative

Print Name/Title

_____ day of _____, 20____

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

Municipal Attorney



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1415

Agenda Date: 8/16/2022

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title
City Manager's Annual Performance Evaluation.

Recommended Action
Motion on decision of Commission

Background/History

The City Manager's employment contract provides for the City Commission to provide him with a performance evaluation each year, including submission of a written performance evaluation and a review at a public meeting.

The City Commission previously approved a performance evaluation form to be used for the purpose of providing the written performance evaluation of the City Manager.

Per Section 3(B) of the contract, the City Commission may increase the Manager's salary in such amounts and to such an extent as the City Commission may determine desirable on the basis of performance and evaluation of the Manager, in the City Commission's sole discretion.

Current Activity

The City Manager's employment contract provides for the evaluation and review to be done by September 30 of each year of the contract. The contract provides for an evaluation format, including use of the written evaluation form approved by Resolution of the City Commission.

City Manager Performance Evaluation

City Manager Performance Evaluation

City of Deerfield Beach, FL

Evaluation period: _____

Governing Body Member's Name

Each member of the Dais should complete this evaluation form, sign it in the space below, and return it to [The City Clerks Office](#). The deadline for submitting this performance evaluation is _____. Evaluations will be summarized and included on the agenda for discussion at the work session on _____.

Mayor's Signature

Date

Governing Body Member's Signature

Date Submitted

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

- 5 = Excellent** (almost always exceeds the performance standard)
- 4 = Above average** (generally exceeds the performance standard)
- 3 = Average** (generally meets the performance standard)
- 2 = Below average** (usually does not meet the performance standard)
- 1 = Poor** (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- _____ Diligent and thorough in the discharge of duties, "self-starter"
- _____ Exercises good judgment
- _____ Displays enthusiasm, cooperation, and will to adapt
- _____ Mental and physical stamina appropriate for the position
- _____ Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the score for this category _____

2. PROFESSIONAL SKILLS AND STATUS

- _____ Maintains knowledge of current developments affecting the practice of local government management
- _____ Demonstrates a capacity for innovation and creativity
- _____ Anticipates and analyzes problems to develop effective approaches for solving them
- _____ Willing to try new ideas proposed by governing body members and/or staff
- _____ Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the score for this category _____

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- _____ Carries out directives of the body as a whole as opposed to those of any one member or minority group
- _____ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- _____ Disseminates complete and accurate information equally to all members in a timely manner
- _____ Assists by facilitating decision making without usurping authority
- _____ Responds well to requests, advice, and constructive criticism

Add the values from above and enter the score for this category _____

4. POLICY EXECUTION

- _____ Implements governing body actions in accordance with the intent of council
- _____ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- _____ Understands, supports, and enforces local government's laws, policies, and ordinances
- _____ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- _____ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the score for this category _____

5. REPORTING

- _____ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- _____ Responds in a timely manner to requests from the governing body for special reports
- _____ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- _____ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- _____ Produces and handles reports in a way to convey the message that affairs of the city are open to public scrutiny

Add the values from above and enter the score for this category _____

6. CITIZEN RELATIONS

- _____ Responsive to requests from citizens
- _____ Demonstrates a dedication to service to the community and its citizens
- _____ Maintains a nonpartisan approach in dealing with the news media
- _____ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- _____ Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the score for this category _____

7. STAFFING

- _____ Recruits and retains competent personnel for staff positions
- _____ Applies an appropriate level of supervision to improve any areas of substandard performance
- _____ Stays accurately informed and appropriately concerned about employee relations
- _____ Professionally manages the compensation and benefits plan
- _____ Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the score for this category _____

8. SUPERVISION

- _____ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- _____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- _____ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- _____ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- _____ Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the score for this category _____

9. FISCAL MANAGEMENT

- _____ Prepares a balanced budget to provide services at a level directed by council
- _____ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- _____ Prepares a budget and budgetary recommendations in an intelligent and accessible format
- _____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- _____ Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the score for this category _____

10. COMMUNITY

- ___ Shares responsibility for addressing the difficult issues facing the city
- ___ Avoids unnecessary controversy
- ___ Cooperates with neighboring communities and the county
- ___ Helps the council address future needs and develop adequate plans to address long term trends
- ___ Cooperates with other regional, state and federal government agencies

Add the values from above and enter the score for this category _____

Total Score for section I. _____

Rate Category I: Excellent = 225 - 250; Above Average = 200 - 224; Average = 175 - 199; Below Average = 150 - 174; Poor = 1 - 149.

II. GOAL/TARGET ACHIEVEMENT CURRENT REVIEW PERIOD (50%)

Rate Category II: Achieved = 90 - 100; Partially Achieved = 51 - 89; Not Achieved = 30 - 50;

II. GOALS FOR CURRENT REVIEW PERIOD

SCORE FOR GOAL

- A. _____
- B. _____
- C. _____
- D. _____

- A. _____
- B. _____
- C. _____
- D. _____

Comments:

Total Score for section II. _____ / **Number of GOALS** ____ = _____

Rate Category II: Excellent = 90 - 100; Above Average = 75 - 89; Average = 60 - 74; Below Average = 51 - 59; Poor = 30 - 50.

OVERALL EVALUATION (Add scores from Section I and Section II): _____

Overall: Excellent = 315 - 350; Average = 395 - 449; Below Average = 316 - 394; Poor = 1 - 315.

IV. SUGGESTED GOALS/TARGETS FOR UPCOMING YEAR

- A. _____ D. _____
- B. _____
- C. _____

City Manager's Signature _____

Date _____